COUNTY AGENDA REQUEST

Department:	911 Communications	Presenter(s):	Jack Krakeel
Meeting Date:	Thursday, July 28, 2011	Type of Request:	Old Business

Wording for the Agenda:

Consideration of an updated agreement between Fayette County and the municipalities of Fayetteville, Peachtree City, Tyrone, and the Board of Education, which addresses funding and operation of the Fayette County E-911 Communications System; and consideration of the creation of an E-911 special tax district.

Background/History/Details:

In 1994 the public safety agencies throughout Fayette County, and the Board of Education, consolidated their various emergency communications systems to create a single E-911 Communications Center. As a part of the consolidation, what is known as the Communications Board was formed. This Board consists of representatives from each of the public safety entities involved. Each entity entered into an agreement that oversees the operation of the E-911 Center. The current agreement has expired and a new, revised agreement has been drafted for acceptance by each entity. The new agreement would be retroactive to July 1, 2011 and would be for a ten-year period.

A part of the discussion of this issue involves the creation of a county-wide E-911 Special Service Tax District for the purpose of funding departmental costs, including operational, maintenance, capital and debt service expenses. See Section 6 of the proposed agreement.

Each entity involved is in the process of having their governing body review/accept the new agreement.

What action are you seeking from the Board of Commissioners?

Staff is seeking action by the Board for:

1. Acceptance of a new 10-year Intergovernmental Agreement with authorization for the Chairman to execute the Agreement; and
2. Authorization to proceed with establishment of a county-wide E-911 Special Tax District

If this item requires funding, please describe:

Funding for the operation of the E-911 Center is addressed in the new agreement. Please see Section 6.

Has this request been considered within the past two years?	Yes	If so, when?	Numerous times
Is Audio-Visual Equipment Required for this Request?	No	Backup Provided with Request?	Yes

STAFF USE ONLY

Approved by Finance	Yes	Reviewed by Legal	Yes
Approved by Purchasing	Not Applicable	County Clerk's Approval	Yes
Administrator's Approval	Yes		

Staff Notes:

INTERGOVERNMENTAL AGREEMENT FOR THE FUNDING AND OPERATION OF THE E-911 COMMUNICATIONS CENTER AND PARTICIPATION IN THE COUNTYWIDE 800 MHZ TRUNKED RADIO COMMUNICATIONS SYSTEM

THIS AGREEMENT, effective the 1st day of July, 2011 between FAYETTE COUNTY, hereinafter referred to as the "County", the City of Peachtree City, the City of Fayetteville, the Town of Tyrone and the Fayette County Board of Education, hereinafter referred to as the "Agreement". This Agreement supersedes the Intergovernmental Agreement for the Establishment of a Consolidated 911 Communications Board dated December 13, 1994.

W I T N E S S E T H:

WHEREAS, public safety communications and enhanced 911 service affect all the citizens of Fayette County, hereinafter sometimes referred to as the "County"; and

WHEREAS, the County and municipalities in the County recognize the need for providing the most efficient and effective service to the citizens without undue cost; and

WHEREAS, there exists an enhanced consolidated 911 communication service within the County; and

WHEREAS, the E-911 Communications Center, hereinafter sometimes referred to as the "Center", shall serve as the Primary Public Safety Answering Point for all emergency calls within Fayette County. In addition, the Center shall provide public safety dispatching services and will maintain and operate a comprehensive communications network to all participating agencies that serves the needs of the public safety community as well as non-emergency communication service provision to other governmental non-public safety participating agencies residing within Fayette County; and

WHEREAS, all local governments support the Special E-911 Tax District as the most equitable method for funding the E-911 Communications Center operations, capital and county-wide radio system; and

WHEREAS, all local governments support the county-wide 800 MHz Trunked Radio Communications System; and

WHEREAS, all local governments within the County support the continuation of the 911 Communications Board, hereinafter sometimes referred to as the "Board", to oversee the operations of the E-911 communication service as defined in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants provided herein, the governing bodies of the County, the cities of Peachtree City and Fayetteville, the Town of Tyrone and the Fayette County Board of Education, hereby agree to support the continuation of the 911 Communications Board to approve all administrative, operational policies and rules and to approve the Communication's Director's recommended annual departmental budget.

1.0 PURPOSE. This Agreement shall address the funding and operation of the Fayette County, Georgia E-911 Communications Center and participation in the Countywide 800 MHz Trunked Radio Communications System with the following organizational goals:

1.1 To promote the health, safety and general welfare of the citizens throughout Fayette County, Georgia. To that end, the parties wish to continually improve procedural efficiency and technical capabilities of emergency call-taking, emergency call processing, and all emergency response communications;

1.2 To save lives by improved call processing time which reduces response times to emergency incidents;

1.3 To improve safety to emergency responders;

1.4 To effectively receive calls for routine and emergency assistance, based on structured call intake protocols, and coordinate response resources to those calls for service based on the needs of the caller and the direction of field response agencies;

1.5 To provide all participating agencies with a single contact point for the notification of emergencies and receipt of emergency assistance requests, and for the control of coordinated dispatch for law enforcement, fire and EMS;

1.6 To bring about increased efficiencies and coordination of communications and emergency response services;

1.7 To provide the public and field response agencies with highly trained, certified and/or credentialed 911 employees who strive to provide the best service possible to all parties involved;

1.8 To set the goals of operating according to applicable guidelines and standards established by the Commission on Accreditation for Law Enforcement Agencies, Insurance Services Office, National Fire Protection Association, the Commission on Fire Accreditation International, the Association of Public Safety Communications Officials (APCO) and the National Emergency Number Association (NENA);

1.9 To provide funding to ensure the appropriate level of service to all parties involved as defined by user agencies by establishing funding mechanisms and defining the budget process for the Center;

1.10 To provide for operational oversight from a “911 Communications Board” of emergency response professionals;

1.11 To ensure that each party has access to the Countywide 800 MHz Trunked Radio Communications System; and

1.12 To provide a mechanism for the withdrawal of parties to the Agreement.

2.0 DEFINITIONS. As used in this Agreement the following words and phrases shall have the meanings indicated unless the context clearly requires otherwise.

2.1 "PSAP" (Public Safety Answering Point) shall mean the facility housing the equipment and personnel that provide 9-1-1 call answering, processing and dispatching services.

2.2 "9-1-1 Services" shall mean those services and equipment to answer emergency 9-1-1 calls on a 24-hours-per-day basis.

2.3 "County" shall mean Fayette County, Georgia.

2.4 "E-911" (Enhanced 9-1-1) shall mean the emergency communications system which connects the public to emergency response.

2.5 "Participants" shall mean the parties to this Agreement and such other entities as become parties in the future.

2.6 "Fayette County E-911 Communications Center" shall mean the system of providing such services or the facility housing the E-911 Communications operations.

2.7 "911 Communications Board" shall mean the multi-jurisdictional Board of Law Enforcement, Fire and EMS professionals established to guide the operations of the Center as established in Fayette County Code of Ordinances, Article VI. Boards and Commissions, Division 1. 911 Communications Board as adopted on January 12, 1995. .

2.8 "Countywide 800 MHz Trunked Radio Communications System" shall mean the countywide communications system including towers, receivers, transmitters, radio frequencies and other equipment necessary for an efficient and effective communications system, hereinafter sometimes referred to as the "System". The System shall not include the equipment in the Public Safety Answering Point (PSAP) or radios and communication equipment purchased and maintained by each agency.

3.0 TERM OF AGREEMENT/WITHDRAWAL.

3.1 The term of this Agreement shall be for an initial period of Ten (10) years beginning July 1, 2011 and expiring on June 30, 2021, hereinafter referred to as the "Initial Term". Unless otherwise amended or terminated as provided herein, this Agreement shall be automatically renewed for additional periods of Ten (10) years, hereinafter referred to as the "Renewal Term" or "Renewal Terms", without further action of the parties.

3.2 Any party hereto may withdraw its participation in this Agreement by providing the other parties notice of its intent to withdraw at least Twelve (12) months but no sooner than

3.3 Parties wishing to withdraw from this Agreement and continue to utilize the Countywide 800 MHz Trunked Radio Communications System shall be billed on a pro rata share of the total annual system maintenance, operations, capital, and depreciation costs based upon the entity's air time utilization as a percentage of total air time utilization.

3.4 Any party withdrawing and establishing its own 911 Communications Center shall provide preferential hiring to any Fayette County E-911 Communications Center staff based on qualifications and job performance that may be eliminated due to the withdrawal and subsequent reduction in force.

4.0 911 COMMUNICATIONS BOARD. The Fayette County 911 Communications Board is established as follows:

4.1 The 911 Communications Board formulates the policies and oversees the operations of the E-911 Communications Center, exclusive of personnel matters. The Board is empowered with sufficient authority to ensure the efficient operations of the Center. The Board shall be organized and empowered as set forth herein. The Board shall be constituted and operate pursuant to the provisions of the Fayette County Code of Ordinances, Article VI. Boards and Commissions, Division 1. 911 Communications Board as adopted on January 12, 1995.

4.1 Organization:

4.1.1 Membership. The Board shall consist of eight (8) members. The membership shall be comprised of the chiefs, or their designee(s), of: the Fire Department and Police Department of Peachtree City; the Fire Department and Police Department of Fayetteville; the Police Department of Tyrone; and the Department of Fire and Emergency Services for the County. The final two (2) members of the Board shall be the head of the County Marshal's Department, hereinafter referred to as the "Marshall", and the Sheriff of the County, or their designee(s).

4.1.2 Terms. The terms of all members shall begin on the first day of the month following the month in which the Board is activated and shall terminate upon dissolution of the Board.

4.1.3 Vacancies. A vacancy in membership shall be filled by the governing authority of the public safety entity from which there is a vacancy. A vacancy in membership occurs when there is a change in personnel with respect to the chiefs, or the Sheriff or Marshal. The board position allocated to the respective chief, Sheriff or Marshal shall be filled by the person assuming the position of chief, Sheriff or Marshal, or his/her designee. Where a member of the Board is a designee of a chief, Sheriff or Marshal, such member's departure from the Board, for whatever reason, does not create a vacancy. The chief, Sheriff or Marshal that designated the person originally, shall fill the position with either himself/herself or his/her designee.

4.1.4 Compensation. All members shall serve without compensation, but may be reimbursed for actual expenses incurred in connection with their official duties if such expenses are approved by the Board of Commissioners of the County.

4.1.5 Quorum. Five (5) members of the Board shall constitute a quorum. A vacancy on the Board shall not impair the right of the quorum to exercise all the rights and perform all of the duties of the Board. A minimum of five (5) affirmative votes is necessary before any motion can be passed.

4.1.6 Chairman/Board Responsibility/Authority: The Board is established by County Ordinance, and shall be accountable to the Board of Commissioners of Fayette County. The Board shall have the following responsibilities and authority:

4.1.6.1 Chairman Responsibilities: At its initial organizational meeting the Board shall elect a chairman from among its members and shall further establish a fair and equitable method for rotating the chairmanship annually among each member of the Board. The term of the chairman shall be for one (1) year and shall rotate annually and subsequently to each Board member in the manner prescribed during the original organizational meeting.

4.1.6.2 To preside over Board Meetings;

4.1.6.3 To call special meetings as appropriate;

4.1.6.4 To represent the Board or appoint another member to represent the Board;

4.1.6.5 To represent the Board upon the presentation of the annual budget to the County Administrator and Board of Commissioners;

4.1.6.6 To provide input to the County Administrator along with the Communications Board, regarding the annual performance appraisal of the Director.

4.1.7 Board Responsibilities:

4.1.7.1 Shall have the authority to establish policies necessary to oversee the efficient and effective operation of the E-911 Communications Center, exclusive of personnel matters;

4.1.7.2 The Board shall meet at least quarterly in order to assess the policies as they relate to the operations of the 911 Communications Service;

4.1.7.3 The Board shall ensure that the 911 Communications Center shall operate according to applicable guidelines and standards established by the Commission on Accreditation for Law Enforcement Agencies, Insurance Services Office, National Fire Protection Association, the Commission on Fire Accreditation International, the Association of Public Safety Communications Officials (APCO) and the National Emergency Number Association (NENA). The implementation of all guidelines and standards shall be based on feasibility and cost evaluation as determined by the Board. These standards are nationally recognized and accepted as the appropriate means of achieving professionalism in service to the community;

4.1.7.4 Provide advocacy for both capital and operational needs of the Center;

4.1.7.5 Review all applicants for the position of Director of Communications, hereinafter referred to as the “Director”, and may recommend employment of same to the County Administrator;

4.1.7.6 Establish operational protocols, policies and procedures for the Center with the assistance of the Director;

4.1.7.7 Establish county-wide definitions and standards for reportable calls for service for statistical consistency;

4.1.7.8 Consider and resolve questions, issues and disputes presented to the Board or parties to this Agreement;

4.1.7.9 Work with the Director to submit to the County Administrator a recommended budget for the Center.

5.0 DIRECTOR. The Fayette County E-911 Communications Center will be managed, operated and supervised by a Director, who will be a Fayette County employee subject to the County's personnel policies, chain of command, and other employee regulations. The Responsibility and Authority of the Director are:

5.1 The Director shall be the administrative head of the Fayette County E-911 Communications Center and will be responsible for handling administration and personnel matters within the framework of Fayette County regulations and personnel policies.

5.2 The Director shall be responsible for following operational policies and protocols established by the Board.

5.3 The Director will prepare a proposed budget for Board approval and will assist the Board in submitting to the County Administrator a recommended budget for the E-911 Communications Center.

5.4 The Director shall be responsible for providing administrative support to the Board in conducting meetings, publishing notices and recording and maintaining minutes of meetings.

5.5 The Director will be responsible for managing the Center within the approved annual budget and shall provide reports to the Board as requested.

5.6 The Director will be responsible for all activities of the Center, including but not limited to oversight of call- taking, dispatching, records (custodian), recording, staffing, training, and security.

5.7 The Director shall establish and utilize performance standards for employees. The Director shall actively and continually consider and evaluate all means and opportunities toward the enhancement of operational effectiveness of emergency communications for the benefit of the public and emergency response agencies.

5.8 The Director shall review and evaluate service levels, performance standards, and/or operational procedures and provide reports to the Board as requested. Final decisions will be made by the Board on all changes in service levels, performance standards and operational procedures, contingent upon available funding for implementation. However, in order to meet the need for procedural changes in a dynamic deployment situation, the Director will be given authority to alter the procedures during critical circumstances.

5.9 The Director will participate in a non-voting capacity in meetings of the Board. Should it be necessary for the Director to miss a meeting, he/she will have a designee present.

5.10 The Director will develop appropriate long-range plans, including strategic capital improvements, staffing, technology, and other matters. A comprehensive long-range plan will be developed and updated yearly. This plan will be presented to the Board on a yearly basis at a date and time determined by the Board. Each year the Board and Director will reach consensus on the plan, and the Board will take action to adopt the plan.

6.0 FUNDING.

6.1 Funding for the operational, maintenance, capital and debt service expenses associated with the E-911 Communications Service and Countywide 800 MHz Trunked Radio Communications System shall be provided through an E-911 Special Service Tax District with an effective date of July 1, 2011. In addition, all signatories shall pledge the proceeds of any E-911 fees imposed by it to, under the authority granted to it by the Georgia Emergency Telephone Number "911" Service Act of 1977, as amended, to Fayette County throughout their participation in this Agreement.

6.2 Each party agrees to adopt an ordinance pursuant to O.C.G.A. § 46-5-134.2 (which will be effective January 1, 2012) to impose a prepaid wireless 9-1-1 charge in the amount of 75 cents per retail transaction to be effective January 1, 2012. All signatories shall pledge the proceeds of any prepaid wireless E-911 fees imposed by it, under the authority granted to it by O.C.G.A. § 46-5-134.2, as amended, to Fayette County throughout their participation in this Agreement.

6.3 In order to transition to the E-911 Special Service Tax District, the parties agree to pay to the County, for a term of Two (2) years beginning on October 1, 2011 and ending on September 30, 2013, the pro-rata allocation of net operations not covered by 911 user fees and undesignated fund balance. The pro-rata allocation is based on the 2010 census population. The County shall invoice all parties for their respective pro-rata allocation on a quarterly basis. Undesignated fund balance from the previous fiscal year shall be applied as a credit to the pro-rata allocation prior to December 31st of each year.

7.0 LIABILITY.

7.1 To the extent allowed by law, the County agrees to hold the City of Fayetteville, the City of Peachtree City, the Town of Tyrone and the Fayette County Board of Education, their employees, agents, and officials harmless from any suit or claim which arises from or is related to the County's performance of this Agreement.

This Agreement to become effective, as of the first day of July 1, 2011, as entered into by the

BOARD OF COMMISSIONERS OF FAYETTE COUNTY

By: _____
Chairman, Board of Commissioners

Date of acceptance:_____

Attest: _____
County Clerk

CITY OF FAYETTEVILLE

By: _____
Mayor, City of Fayetteville

Date of Acceptance: _____

Attest: _____
City Clerk

CITY OF PEACHTREE CITY

By: _____
Mayor, City of Peachtree City

Date of acceptance:_____

Attest: _____
City Clerk

TOWN OF TYRONE

By: _____
Mayor, Town of Tyrone

Date of acceptance:_____

Attest: _____
Town Clerk

BOARD OF EDUCATION

By: _____
Chairman, Board of Education

Date of acceptance:_____

Attest: _____

EXHIBIT "A"

Fayette County E-911 Communication Center
Allotment of Budget Expenditures Among Participants
FY 2012 Recommended Budget

	FY 2012		Variance
	Budget Request	Actual	
Expenditures	$ 2,671,297		
Transfer to Capital Projects	-		
Sub-Total	$ 2,671,297	$ -	$ 2,671,297
Less: Estimated Telephone Surcharge	$ 850,000		
Estimated Wireless Surcharge	1,035,000		
	$ 1,885,000	$ -	$ (1,885,000)
Operating Expenditures over <Revenue>	$ (786,297)	$ -	
EXCESS fund balance from 6/30/10	-		
Allocations COSTS	$ (786,297)	$ -	$ 786,297

Allocation Amount Participants

	Population			
Tyrone	6,879	$ (50,756)		$ 50,756
Peachtree City	34,364	(253,552)		253,552
Fayetteville	15,945	(117,649)		117,649
Fayette County	49,379	(364,339)		364,339
	106,567			
Allocations COSTS		$ (786,297)	$ -	$ 786,297