

**Action Requested/Required:**

- ☒ Vote/Action Requested
☐ Discussion or Presentation Only
☐ Public Hearing
Report Date: _____
Hearing Date: _____
Voting Date: _____

Department: Administration **Presenter(s) & Title:** Billy Peppers
City Manager

Agenda Item Title:

Discussion and Possible Action on Approval of a Memorandum of Understanding with Cherokee County for 911 Communications

Summary:

The City of Canton and Cherokee County have routinely operated under an MOU for 911 dispatch support. The current agreement has expired and is reviewed as part of the accreditation process for CALEA Standards. The proposed MOU is set to run concurrently with Service Delivery Strategy through June 30, 2028 or upon a mutual termination date.

Budget Implications:

Budgeted? ☐ Yes ☐ No ☒ N/A

Total Cost of Project: \$ 0.00 Check if Estimated ☐

Fund Source: General Fund ☐ Water & Sewer ☐ Sales Tax ☐ Other: _____

Staff Recommendations:

Staff recommends approval of the MOU and to have the City Manager Execute the Document.

Reviews:

Has this been reviewed by Management and Legal Counsel, if required? ☒ Yes ☐ No

Attachments:

DRAFT_MOU for 911 Service

Cherokee County E 9-1-1

Cherokee County, Georgia

150 Chattin Dr ~ Canton GA 30115

Phone: 678-493-4080 ~ Fax: 678-493-4199



MEMORANDUM OF UNDERSTANDING

Between

Cherokee County, Georgia

and

City of Canton, Georgia

This Memorandum of Understanding (MOU) is made and entered into this ____ day of _____ 2023, by and between Cherokee County, a political subdivision of the State of Georgia, (the "County"), and the City of Canton, a municipality of Cherokee County, Georgia (the "City").

The parties desire both to interface utilization of "9-1-1" as a number for procuring emergency services between the parties, and to form a cooperative "9-1-1" Emergency Answering Center for the purpose of receiving and dispatching emergency calls.

In consideration of the mutual benefits to be derived by each and the promises made and set forth herein, the parties agree to abide by all applicable CALEA standards and the following:

1. An organization known as the Cherokee County E 9-1-1 Center (the "Center") is hereby established. The purpose of the communications center is to provide emergency telephone answering, as well as radio and data services for the parties hereto. The Center shall provide emergency call answering services for law enforcement and also fire and emergency medical services in Cherokee County 24 hours a day, 7 days a week, and 365 days a year.
2. This agreement is effective through June 30th 2028, or until such time as both parties mutually agree to terminate.
3. The County shall hold title to and have care, custody, and control of the real property, equipment, furnishings, fixtures, and the Center. The County shall further be responsible for planning, acquiring, and maintaining the common equipment of the Center. Specific equipment purchased by the City or County for an individual agency to aid in a particular function of that agency shall remain the property of the purchasing entity.
4. The Center shall provide for its day-to-day operations, which will include personnel, management, operating costs, and office supplies. Subject to approval by the County, the Center shall be in charge of the hiring, training, disciplining, and management of the employees working on the premises of, or in conjunction with, the operation of the Center.

The County will administer the employee pay, insurance, vacations, and any and all benefits accruing to the employees.

5. The Center will maintain a record of services provided (i.e. phone, radio, and CAD records) as per the Georgia Retention Schedule.
6. Fees may be charged to the City for additional services as deemed appropriate, fair, and mutually agreeable.
7. The Center will work to maintain policies that are not in conflict with the policies established by its stakeholders.
8. Equipment and software purchases and contracts, for the purpose of operating the Center, shall be in the name of the County. The Center costs shall consist of the following items: buildings, recorders, phone lines, equipment, salaries and benefits, center supplies and materials, depreciation of equipment, employee training and related expenses, publicity expenses, and other expenses incurred during the day-to-day operations of the Center and based upon a fiscal budget approved by the County.
9. All funds, payments, and disbursements on behalf of the Center shall be accounted for by the respective finance departments of the County and the Center. The County shall conduct and annual audit of the 9-1-1 Surcharge Fund as required by state and federal law, and the Center shall conduct an audit of the annual budget.
10. Revenues received through the collection of the E 9-1-1 surcharge from local and cellular phone providers shall be administered by the County and utilized as prescribed by law. Primary use of funds shall be for facility lease/rental, improvements, utilities, communications equipment, and other computer hardware/software.
11. All gifts or grants in furtherance of the purpose of the Center shall be in the name of the County unless otherwise restricted or limited by donor or grantor and shall be used for the purpose of reducing the overall operating costs of the Center.
12. All claims for federal and state aid for the operation of the Center shall be made by or for the benefit of the County.
13. This contract may be amended by the Center Director or their designee upon receipt of a written request submitted by the party hereto.
14. Any dispute arising between the parties hereto shall be decided by the Center.

The Director of Cherokee County E 9-1-1 shall serve as the administrator of this agreement in the manner provided herein.

IN WITNESS WHEREOF, the parties, acting through their duly authorized officers, have caused this Agreement to be executed.

Geoffrey Morton
County Manager
Cherokee County

Date

Billy Peppers
City Manager
City of Canton

Date