

STATE OF GEORGIA

COUNTY OF CHATHAM

**INTERGOVERNMENTAL AGREEMENT PERTAINING
TO E-911 CENTER**

This Intergovernmental Agreement is made by and between the Chatham County Board of Commissioners hereinafter the ("County") and the Mayor & Aldermen of City of Savannah herein after the ("City") and agree more particularly as follows:

WHEREAS, the City is currently operating a county wide emergency E-911 center with associated equipment and software that has interoperability among the County and all municipalities within the County save and except the City of Tybee Island and as defined in O.C.G.A. §46-5-122(4), hereafter "the E-911 Center"; and

WHEREAS, the City in consideration for being responsible to provide for expense and operation of the E-911 Center does receive all E-911 "charged funds" that are fees collected by service suppliers in the County and all municipalities within the County save and except the City of Tybee Island, hereafter "participating municipalities", and said charged funds are used to offset the costs and expense of operation of the E-911 Center; and

WHEREAS, the City has determined there is a short fall in revenue of charged funds received which are less than the cost of operations by the City and that the City desires the County to eventually assume all operations of the E-911 Center on behalf of the County and all participating municipalities; and

WHEREAS, it is in the best interest of all citizens of County and City to ensure the continual and efficient operations of the E-911 Center inclusive of call taking and dispatch functions; and

WHEREAS, the County agrees to eventually assume the overall operation of the E-911 Center for the County and all participating municipalities for which the E-911 Center will serve as the public safety answering point.

NOW THEREFORE, the City and County agree more particularly as follows:

1. The recitals above are incorporated by reference into the body of this agreement.
2. Effective for the City's fiscal year beginning January 1, 2018 the County will be responsible for any financial shortfall that may occur when all E-911 charged funds received by the City from the County and all participating municipalities are less than the actual cost of operation of the E-911 Center.

3. Effective for the County's fiscal year beginning July 1, 2018 the County shall assume the full operational and financial responsibility for the E-911 Center. County shall continue to receive the County portion of the charged funds and receive from the participating municipalities all E-911 charged funds that are received by local government from service suppliers as defined in O.C.G.A. §45-5-122(9) or from any other governmental entity or fee payor of 911 charges that shall be used to offset and defer the cost and expense of operations of the E-911 Center.
4. The County will exercise its best judgment in developing modifications and improvements for E-911 Center operations including equipment, software, staffing levels and other necessary adjustments for an efficient, responsible and responsive County 911 Center. City agrees to actively participate in implementing any operational changes requested by County after January 1, 2018.
5. During the period of January 1, 2018 through July 1, 2018 the County shall also in consultation with all cities within the County and other recognized stakeholders endeavor to agree upon and execute a mutually acceptable intergovernmental agreement pertaining to operations and governance as relates the County wide E-911 Center.
6. The City agrees to transfer to County effective January 1, 2018 any fund balance set aside or designated as restricted to be used for E-911 or public safety communications services and any assets used to provide E-911 services including software and equipment. County will utilize any assets received for the purposes of E-911 center operations, software or other capital improvements. County may also utilize its budgetary authority and discretion to appropriate funds for E-911 shortfalls from its General Fund.
7. Nothing in this agreement shall be construed as a modification or amendment to any intergovernmental agreements between County and City pertaining to the construction, operation and management of the Joint City/County Radio Communications System or the Southeast Georgia Regional Radio Network, and County and City reaffirm the terms and principles of those existing agreements.
8. This agreement shall be in full force and effect for a period or 10 years from date of execution and may be modified by mutual agreement between the City and County.

SO ADOPTED this _____ day of _____, 2017.

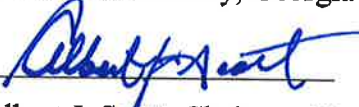
Mayor and Aldermen of the
City of Savannah/

City Manager


Attest:

Clerk

Board of Commissioners
of Chatham County, Georgia


Albert J. Scott, Chairman Board of Commission

Attest:


Janice E. Bocook, Clerk of Commission

(SEAL)



Reviewed and Approved By:



R. Jonathan Hart
County Attorney