SERVICE DELIVERY STRATEGY FOR FULTON COUNTY AND CITIES



October 7, 2026

TABLE OF CONTENTS OF SERVICES, MAPS, AND CONTRACTS

- **Table of Contents**
- **911**
- **Animal Control / Field Services**
- **Arts Grants**
- **Arts, Culture, and Heritage Programs**
- **Aviation**
- **Behavioral Health/Mental Health Services**
- **Board of Equalization**
- **Building Inspections & Permits**
- **Building Maintenance**
- **Child and Family Services / Youth Services**
- **Code Enforcement**
- **Communications (non 911) - Radio System**
- **Computer Maps (GIS)**
- **Court Operations (State/Superior Court)**
- **Courts/Municipal**
- **Development Review and Permitting**
- **Disability Affairs**
- **Dispatch Services**
- **District Attorney/ Solicitor**
- **Drug Task Force**
- **Economic Development / Business Attraction**
- **Elections and Voter Registration**
- **Emergency Management**
- **Emergency Medical Services (EMS)**
- **Engineering**
- **Environmental Health (BOH)**

- **Environmental Regulation**
- **Finance/Budget Management**
- **Fire and Emergency Services**
- **General Government Administration**
- **Homelessness**
- **Housing**
- **Human Resources Management**
- **Information Technology (IT) Services**
- **Jail Operations and Detention (Municipal)**
- **Jail Operations and Detention (Felony/ Misdemeanor**
- **Law Enforcement / Police Services**
- **Marshal**
- **Medical Examiner**
- **Municipal Prosecution**
- **Parks and Recreation (City)**
- **Physical Health- Board of Health**
- **Physical Health Indigent Care- Grady**
- **Planning and Zoning**
- **Property Tax Collection - Tax Commissioner**
- **Public Defender / Court-Appointed Legal Services - Municipal**
- **Public Defender / Court-Appointed Legal Services - State/County**
- **Public Libraries**
- **Public Transit / Bus Service**
- **Purchasing**
- **Senior Services / Senior Centers**
- **Solid Waste Collection (Residential/Commercial)**
- **Solid Waste Disposal (Landfill/Transfer Station)**
- **Stormwater Management (MS4, Drainage)**
- **Tax Assessment - Tax Assessor**
- **Traffic Engineering, Signals, and Signage**
- **Vehicle Maintenance**

- **Warming and Cooling Center**
- **Wastewater Collection and Treatment**
- **Water Supply and Distribution**
- **Workforce Development**
- **Yard Waste Collection**

GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FORM 1: General Instructions

COUNTY: FULTON COUNTY

I. GENERAL INSTRUCTIONS:

1. FORM 1 is required for **ALL** SDS submittals. Only one set of these forms should be submitted per county. The completed forms shall clearly present the collective agreement reached by all cities and counties that were party to the service delivery strategy.
2. List each local government and/or authority that provides services included in the service delivery strategy in Section II below.
3. List all services provided or primarily funded by each general purpose local government and/or authority within the county that are continuing *without change* in Section III, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.)

Revising or Adding to the SDS

4. List all services provided or primarily funded by each general purpose local government and authority within the county which are revised, removed, or added to the SDS in Section IV, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.)
5. For **each** service or service component listed in Section IV, complete a separate, updated *Summary of Service Delivery Arrangements* form (FORM 2).
6. Complete one copy of the *Certifications* form (FORM 4) and have it signed by the authorized representatives of participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 4).]

For answers to most frequently asked questions on Georgia's Service Delivery Act, Rules, and helpful links, visit DCA's website at https://dca.georgia.gov/community-assistance/coordinated-planning/intergovernmental-coordination/service-delivery, or call the Office of Planning at (404) 679-5279.

7. If any of the conditions described in the existing *Summary of Land Use Agreements* form (FORM 3) have changed or if it has been ten (10) or more years since the most recent FORM 3 was filed, update and include FORM 3 with the submittal.
8. Provide the completed forms and any attachments to DCA via this link>> **Service Delivery Strategy (SDS) Document Submission**

NOTE: DCA RECOMMENDS THAT ALL FUTURE UPDATES BE PROVIDED TO THE DEPARTMENT FOR REVIEW AND VERIFICATION AT THE TIME THEY ARE COMPLETED. IN ALL CASES, AT A MINIMUM, LOCAL GOVERNMENTS MUST COMPLY WITH THE REQUIREMENTS PROVIDED AT O.C.G.A. 36-70-20 ET AL., AND DCA RULES CHAPTER 110-12-9, "PROCEDURE AND SUBMISSION OF SERVICE DELIVERY STRATEGIES".

PLEASE SELECT ONE OF THE BELOW OPTIONS

☒ **THIS IS AN INTERIM SDS AMENDMENT [NEITHER SUBSEQUENT TO A REGULARLY-SCHEDULED LOCAL COMPREHENSIVE PLAN UPDATE NOR ANY OF THE OTHER CONDITIONS LISTED AT O.C.G.A. § 36-70-28(B)]. THE SUBMITTING PARTIES CERTIFY THAT SDS FORM 4 IS EXECUTED BY, AT MINIMUM, THE PARTIES NECESSARY TO EFFECTUATE THIS AMENDMENT PURSUANT TO O.C.G.A. § 36-70-28(B.1).**

☐ **THIS IS A FULL SDS UPDATE. WE ACKNOWLEDGE THAT ALL PARTIES LISTED AT O.C.G.A. § 36-70-25(B) ARE REQUIRED TO FULLY EXECUTE SDS FORM 4 *CERTIFICATIONS*.**

II. Local Governments Included in the Service Delivery Strategy:

In this section, list all local governments (including cities located partially within the county) and authorities that provide services included in the service delivery strategy.

Fulton County
Alpharetta
Atlanta
Chattahoochee Hills
South Fulton
College Park
East Point
Fairburn
Hapeville
Johns Creek
Milton
Mountain Park
Palmetto
Roswell
Sandy Springs
Union City

III. Services Included in the Existing Service Delivery Strategy that are being Extended WITHOUT CHANGE:

In this section, list each service or service component already included in the existing SDS which will continue as previously agreed with no need for modification.

IV. Services that are being REVISED or ADDED in this Submittal:

In this section, list each new service or new service component which is being added and each service or service component which is being revised in this submittal. For each item listed here, a separate Summary of Service Delivery Arrangements form (FORM 2) must be completed.

911
Animal Control / Field Services
Arts Grants
Arts, Culture, and Heritage Programs
Aviation
Behavioral Health/Mental Health Services
Board of Equalization
Building Inspections & Permits
Building Maintenance
Child and Family Services / Youth Services
Code Enforcement
Communications (non 911) - Radio System
Computer Maps (GIS)
Court Operations (State/Superior Court)
Courts/Municipal
Development Review and Permitting
Disability Affairs
Dispatch Services
District Attorney/ Solicitor
Drug Task Force
Economic Development / Business Attraction
Elections and Voter Registration
Emergency Management
Emergency Medical Services (EMS)
Engineering
Environmental Health (BOH)
Environmental Regulation
Finance/Budget Management
Fire and Emergency Services
General Government Administration
Homelessness
Housing
Human Resources Management
Information Technology (IT) Services
Jail Operations and Detention (Municipal)
Jail Operations and Detention (Felony/ Misdemenor
Law Enforcement / Police Services
Marshal
Medical Examiner
Muncipal Prosecution
Parks and Recreation (City)
Physical Health- Board of Health
Physical Health Indigent Care- Grady
Planning and Zoning
Property Tax Collection - Tax Commissioner
Public Defender / Court-Appointed Legal Services - Municipal
Public Defender / Court-Appointed Legal Services - State/County
Public Libraries
Public Transit / Bus Service

Purchasing
Senior Services / Senior Centers
Solid Waste Collection (Residential/Commercial)
Solid Waste Disposal (Landfill/Transfer Station)
Stormwater Management (MS4, Drainage)
Tax Assessment - Tax Assessor
Traffic Engineering, Signals, and Signage
Vehicle Maintenance
Warming and Cooling Center
Wastewater Collection and Treatment
Water Supply and Distribution
Workforce Development
Yard Waste CollectionList ALL Services being Revised or Added Here

GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, we recommend reporting this to the Department of Community Affairs.

COUNTY: FULTON COUNTY	**Service: 911 Services**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):**Type Name of the single Government, Authority or Organization Here**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of the single Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

e.) ☒ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **Fulton County provides the services to Unincorporated Fulton, Palmetto, Fairburn, Union City and Chattahoochee Hills. Alpharetta provide services to Alpharetta and Milton, Roswell provide services to Roswell and Mountain Park. ChatComm Authority provides services to Sandy Springs and Johns Creek. Each remaining jurisdiction (Atlanta, College Park, East Point, and Hapeville) provides these services within their respective boundaries.**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County, Alpharetta, Atlanta	General Funds, Fees, 911 Funds, Grants
Chattahoochee Hills, South Fulton	General Funds, Fees, 911 Funds, Grants
College Park, East Point, Fairburn	General Funds, Fees, 911 Funds, Grants
Hapeville, Johns Creek, Milton	General Funds, Fees, 911 Funds, Grants
Mountain Park, Palmetto, Roswell	General Funds, Fees, 911 Funds, Grants
Sandy Springs, Union City	General Funds, Fees, 911 Funds, Grants

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

Provide Details Here

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Palmetto IGA	Fulton County and Palmetto	01/01/25 - 12/31/29
Fairburn IGA	Fulton County and Fairburn	01/01/25 - 12/31/29
Union City IGA	Fulton County and Union City	01/01/25 - 12/31/29
Chattahoochee Hills IGA	Fulton County and Chatahoochee Hills	01/01/25 - 12/31/29
Alpharetta with Milton IGA	Alpharetta and Milton	01/01/25 - 12/31/29
Roswell with Mountain Park	Roswell and Mountain Park	01/01/25 - 12/31/29

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

The IGA between Fulton County and the City of South Fulton will only be through 2029 at which time the City of South Fulton will operate their own 911 System.

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

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Phone number: **678-362-7457** Date this form was completed: September 1, 2026

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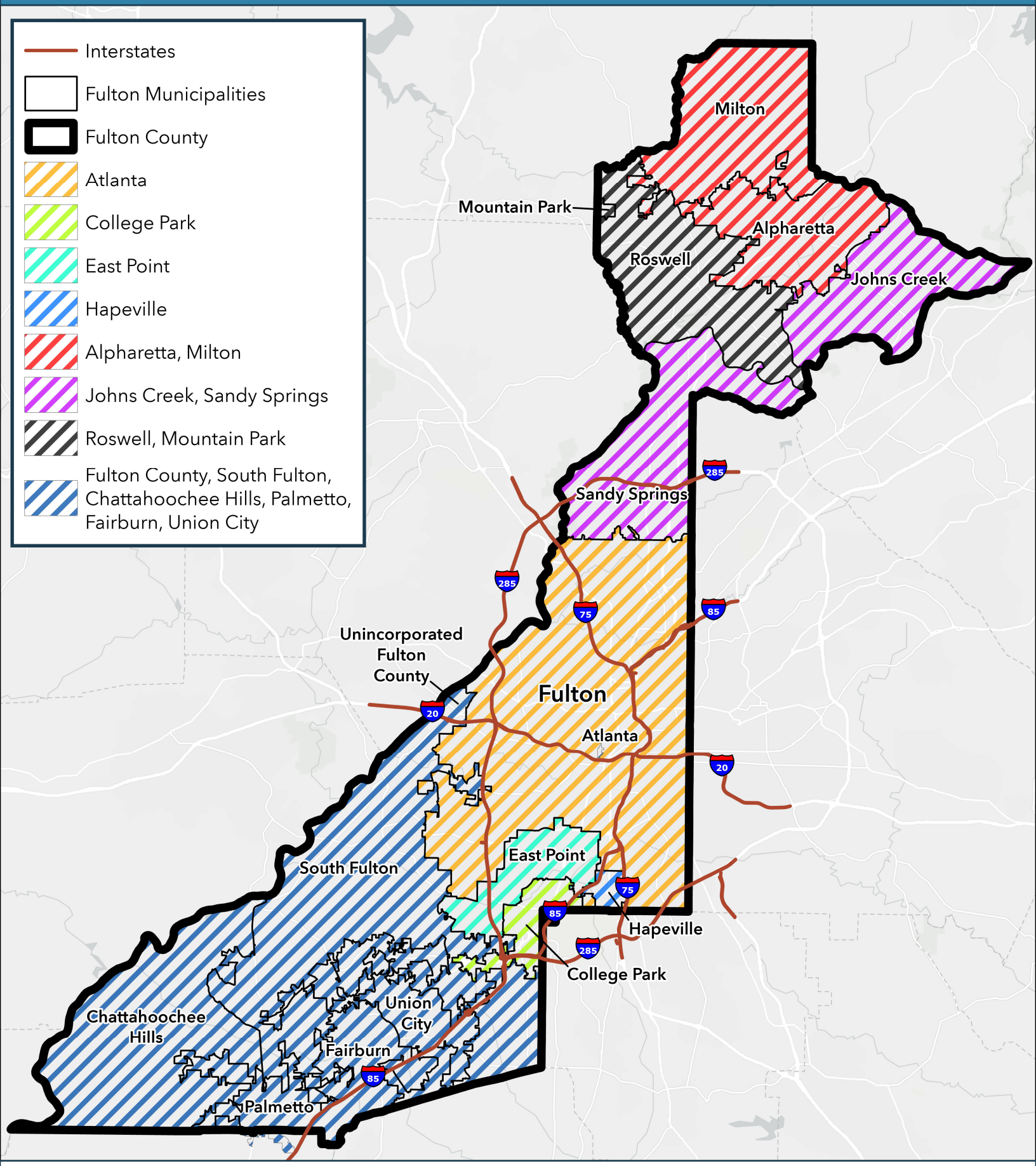
If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

SUPPLEMENTAL PAGE TO FORM 2 – 911 SERVICES

Agreements Continued:

Agreement Name	Contracting Parties	Effective and Ending Dates
Chat Comm (Johns Creek/Sandy Springs)	Johns Creek and Sandy Springs	10/24/2008 – every 5 years

Fulton County - SDS 2026 911 Service Map



FOURTH AMENDMENT
TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF SANDY SPRINGS
AND
THE CITY OF JOHNS CREEK
FOR
THE ACTIVATION OF THE JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY ANDTHE PROVISION OF 911 COMMUNICATIONS SERVICES

THIS FOURTH AMENDMENT ("Fourth Amendment") to that certain agreement dated October 27, 2008 by and between the CITY OF SANDY SPRINGS, GEORGIA, a Georgia municipal corporation ("COSS") and the CITY OF JOHNS CREEK, GEORGIA, a Georgia municipal corporation ("COJC") (collectively the "Participating Cities"), is entered into by the Participating Cities and shall be effective the day is shall have been executed by the Participating Cities (the "Effective Date").

WHEREAS, in December 2010, the Participating Cities entered into the First Amendment to the Intergovernmental Agreement (the "Agreement") for the purpose of specifying the terms and conditions for supplemental financial contributions to the Joint Public Safety and Judicial Facilities Authority for the Cities of Sandy Springs and Johns Creek (the "Authority"); and

WHEREAS, in February 2014, the Participating Cities entered into the Second Amendment to the Agreement for the purpose of extending the initial term of the Agreement for five (5) additional years, ending on July 1, 2019, pursuant to the provisions of Article 6 of the Agreement; and

WHEREAS, in July 2019, the Participating Cities entered into the Third Amendment to the Agreement regarding capitalization and pledged revenues of the Authority and for the purpose of extending the initial term of the Agreement for five (5) additional years, ending on July 1, 2024, pursuant to the provisions of Article 6 of the Agreement; and

WHEREAS, the Participating Cities now desire to amend Article 4 of the Agreement regarding capitalization and pledge revenue of the Authority to provide for compensation and consideration to be based on 2023 numbers and based on three (3) years call volume (2019, 2022-2023) with three percent (3%) annual escalator years 2026-2029, as shown in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, the Participating Cities further desire to extend the term of the Agreement for an additional five (5) years, ending on July 1, 2029, pursuant to the provisions of Article 6 of the Agreement; and

WHEREAS, the Participating Cities have authorized the execution of this Amendment through appropriate resolutions adopted by their governing bodies.

NOW, THEREFORE, in consideration for the following mutual obligations set forth below, and other good and valuable consideration, the adequacy of which is hereby acknowledged, the Participating Cities herby agree as follows: as follows:

AMENDMENT TO ARTICLE 4. Article 4 (Paragraph 4) of the Agreement entitled "Capitalization and Pledged Revenue" is hereby AMENDED as follows:

CAPITALIZATION AND PLEDGED REVENUE (PARAGRAPH 4).

Compensation and consideration for COJC and COSS shall be based on 2023 numbers and based upon three (3) years call volume (2019, 2022-2023) with three percent (3%) annual escalator years 2026-2029 (See Exhibit "A").

AMENDMENT TO ARTICLE 6. Article 6 of the Agreement entitled "Term of Agreement" is hereby AMENDED as follows:

This Agreement shall be effective for an initial term (the "Initial Term") commencing at midnight on the 1st day of November, 2008, and termination at midnight on the 1st day of July, 2029. The Participating Cities understand and agree that this Agreement may not be cancelled by any party prior to the end of the term described above for any reason. This Agreement shall be renewed by the Participating Cities in additional terms of five (5) years each upon resolutions of the governing bodies of each Party.

I. **NON-ASSIGNABILITY**. Participating Cities to this Agreement shall not assign any of the obligations or benefits of the Agreement.

II. **ENTIRE AGREEMENT**. The Participating Cities acknowledge, one to the other, that the terms of this Agreement constitutes the entire understanding and agreement of the Participating Cities regarding the subject matter of this Agreement.

III. **AMENDMENT**. This Agreement may be modified at any time upon mutual written consent by resolution of the councils of the of Participating Cities.

IV. **SEVERABILITY**. If a court of competent jurisdiction renders any provisions of this Agreement (or any portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion were not part of this Agreement.

V. **BINDING EFFECT**. This Agreement shall inure to the benefit of, and be binding upon, the respective Participating Cities' successors, heirs and assigns.

{SIGNATURE PAGE TO FOLLOW}

IN WITNESS WHEREOF, the Participating Cities, acting by and through their duly authorized officers, have caused this Fourth Amendment to be executed under their respective seals.

CITY OF SANDY SPRINGS, GEORGIA

By: _____
Russell K. Paul, Mayor

_____
Date of Execution

ATTEST:

By: _____
Raquel D. González, City Clerk

{SEAL}

APPROVED AS TO FORM:

By: _____
Daniel W. Lee, City Attorney

CITY OF JOHNS CREEK, GEORGIA

By: _____
John Bradberry, Mayor

_____
Date of Execution

ATTEST:

By: _____
Allison Tarpley, City Clerk

{SEAL}

By: _____
City Attorney

CONSENTED TO BY:

JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE CITIES OF SANDY SPRINGS, GEORGIA AND JOHNS CREEK, GEORGIA

By: _____
Name: Eden E. Freeman
Title: Chair

15 August 2024
Date of Execution

ATTEST:

By: _____
{SEAL}

EXHIBIT A
CHATTAHOOCHEE RIVER 911 AUTHORITY FY2026-2029
PROPOSED BUDGET

Exhibit A

Chattahoochee River 911 Authority
CHATCOMM

FISCAL YEAR 2025

PROPOSED BUDGET

Exhibit A

Chattahoochee River 911 Authority

FY 2025 PROPOSED BUDGET

REVENUES:			2020 Actual	2021 Actual	2022 Actual	2023 Actual	2024 Projected	2020 Budget	2021 Budget	2022 Budget	2023 Budget	2024 Budget	2025 Proposed Budget	% of Change
86030	336020	JOHNS CREEK E911 FEES	1,920,509	1,934,408	1,900,614	2,084,971	1,984,709	1,794,585	1,848,420	1,903,873	1,960,989	2,019,819	2,487,759	23.167%
86030	336021	CITY OF DUNWOODY SUBSCRIPTION	1,286,347	1,231,578	1,234,574	1,309,759	1,349,052	1,292,480	1,234,574	1,271,611	1,309,759	1,349,052	1,606,546	19.087%
86030	336031	CITY OF BROOKHAVEN SUBSCRIPTION	1,268,042	1,345,851	1,386,226	1,427,813	1,470,647	1,287,345	1,345,851	1,386,226	1,427,813	1,470,647	2,291,309	55.803%
86030	336050	SANDY SPRINGS E911 FEES	3,210,630	3,424,230	2,999,171	3,993,901	3,791,528	3,030,100	3,121,003	3,214,634	3,311,073	3,410,405	4,045,475	18.622%
86030	336090	JOHNS CREEK SUPPLEMENT	-	-	-	-	-	13,470	(60,603)	164,595	(38,490)	192,556	0.00	-100.00%
86030	336091	SANDY SPRINGS SUPPLEMENT	-	-	-	-	-	13,470	(60,603)	164,595	(57,350)	300,915	0.00	-100.00%
86030	381000	RENTAL INCOME	24,958	27,227	27,227	27,227	27,227	-	27,227	-	27,227	27,227	27,227	0.000%
		TOTAL REVENUES	**7,710,486**	**7,963,294**	**7,547,812**	**8,843,672**	**8,623,163**	**7,431,450**	**7,455,869**	**8,105,534**	**7,941,021**	**8,770,622**	**10,458,316**	**19.243%**

EXPENDITURES:			2020 Actual	2021 Actual	2022 Actual	2023 Actual	2024 Projected	2020 Budget	2021 Budget	2022 Budget	2023 Budget	2024 Budget	2025 Proposed Budget	% of Change
8603810	521200	iXP BASE CONTRACT	6,960,682	7,095,731	7,049,006	5,612,983	5,739,080	6,924,250	6,811,176	7,441,731	5,612,983	5,905,245	6,221,520	5.356%
8603810	521201	PROF SVCS-TECHNICAL	-	56,220	-	1,906,769	2,047,766	-	-	-	1,679,740	2,117,700	3,535,902	66.969%
8603810	521210	PROF SVCS-AUDIT	12,770	14,655	14,285	20,925	29,810	13,500	12,000	12,000	15,000	30,000	35,000	16.667%
8603810	521250	PROF SVCS-LEGAL	36,737	35,675	16,186	13,000	7,489	27,600	27,600	27,600	25,000	27,600	30,000	8.696%
8603810	521275	MEDICAL DIRECTION	71,061	73,726	75,857	81,282	84,347	72,000	72,000	72,000	80,000	86,375	92,781	7.417%
8603810	521300	TECHNICAL SERVICES	77,216	71,249	71,249	71,249	71,249	72,000	72,000	72,000	72,000	72,000	-	-100.000%
8603810	522310	BUILDING OPERATING LEASE	174,168	378,999	338,346	382,460	392,681	189,700	334,425	342,785	351,355	392,268	402,365	2.574%
8603810	523100	LIABILITY INSURANCE	76,805	54,880	55,518	59,326	66,027	82,400	84,872	87,418	53,743	66,634	75,747	13.676%
8603810	523955	BANK SERVICE FEES	-	479	3,082	3,728	4,014	-	-	-	3,600	4,800	5,000	4.167%
8603810	531100	GEN SUPPLIES & MATERIALS	13,718	5,409	908	4,295	1,450	-	-	-	5,000	5,000	10,000	100.00%
8603810	579000	CONTINGENCY	-	-	1,758	1,758	-	50,000	41,796	50,000	42,600	63,000	50,000	-20.635%
		TOTAL EXPENDITURES	**7,423,157**	**7,787,023**	**7,626,195**	**8,157,774**	**8,443,912**	**7,431,450**	**7,455,869**	**8,105,534**	**7,941,021**	**8,770,622**	**10,458,316**	19.243%
NET CHANGE IN FUND BALANCE			**287,330**	**176,271**	**(78,383)**	**685,898**	**179,250**	-	-	-	-	-	-	
FUND BALANCE BEGINNING OF YEAR			**57,464**	**344,794**	**521,065**	**1,343,381**	**2,068,226**							
FUND BALANCE END OF YEAR			**344,794**	**521,065**	**442,682**	**2,029,279**	**2,247,476**							

City	2019 Call Volume	2022 Call Volume	2023 Call Volume	Call Volume Average
JOHNS CREEK SUPPLEMENT	36.64%	40.16%	39.61%	38.09%
SANDY SPRINGS SUPPLEMENT	63.36%	59.84%	60.39%	61.91%
JOHNS CREEK CALL VOLUME	21.84%	24.78%	24.04%	23.89%
SANDY SPRINGS CALL VOLUME	37.77%	36.92%	36.66%	38.84%
DUNWOODY CALL VOLUME	16.00%	14.21%	14.65%	15.36%
BROOKHAVEN CALL VOLUME	24.39%	24.09%	24.64%	21.91%
TOTAL	**100.00%**	**100.00%**	**100.00%**	**100.00%**

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF 911 EMERGENCY COMMUNICATIONS SERVICES AND GCIC INFORMATION SERVICES BETWEEN THE CITY OF ALPHARETTA, GEORGIA AND THE CITY OF MILTON, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), by and between the City of Alpharetta, Georgia ("Alpharetta") and the City of Milton, Georgia ("Milton") is entered into this 24th day of September, 2018.

WHEREAS, Article IX, Section II, Paragraph III of the Georgia Constitution allows municipalities to provide police and fire protection services, and to extend those services to other jurisdictions pursuant to contract with the affected jurisdictions;

WHEREAS, Article IX, Section III, Paragraph I of the Georgia Constitution allows municipalities to contract with one another in intergovernmental agreements for the provision of any services authorized by law;

WHEREAS, the parties intend to contract under the authority set forth above, rather than create a "mutual aid agreement" pursuant to O.C.G.A. § 36-69-1 *et seq.* or a "joint authority" pursuant to O.C.G.A. § 46-5-138;

WHEREAS, Alpharetta and Milton desire to enter into this Agreement for Alpharetta to provide a public safety answering point within the boundaries of Milton for a period of ten (10) years beginning October 1, 2018; and

WHEREAS, this Agreement establishes the cost of Emergency 911 System and public safety radio dispatch services to be provided by Alpharetta to Milton pursuant to this Agreement; and

WHEREAS, this Agreement also establishes the terms on which Alpharetta will communicate with the Georgia Crime Information Center (GCIC) on Milton's behalf; and

WHEREAS, Alpharetta and Milton desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, both Alpharetta and Milton have authorized the execution of this Agreement through appropriate Resolutions adopted by their respective governing bodies.

NOW, THEREFORE, in consideration of the following mutual obligations, Alpharetta and Milton agree as follows:

ARTICLE 1

PURPOSE AND INTENT

1.1 The purpose of this Agreement is to provide the vital and necessary communications link between Milton's citizens and Alpharetta's Emergency Dispatch Center for a period of ten (10) years, commencing October 1, 2018 at 0000 hours and concluding at 2400 hours on September 30, 2028.

1.2 Alpharetta therefore agrees to provide Milton with courteous, efficient, and accessible Emergency Communications Service in response to requests for assistance from within the corporate boundaries of Milton involving emergencies, non-emergencies, and responses to natural and man-made disasters, for the term prescribed in this Agreement, consistent with the overall quality of services provided throughout Alpharetta.

1.3 Alpharetta also agrees to provide Milton with Georgia Crime Information Center (GCIC) services as described in Exhibit "A" to this Agreement.

ARTICLE 2

DEFINITIONS

For the purposes of this Agreement, the following terms shall be defined as:

2.1 Call-For-Service means a request received from any person through Alpharetta's Emergency Dispatch Center, Emergency 911 System, requiring emergency or non-emergency Police Department, Fire Department, or ambulance/medical ("EMS") pre-hospital care response or assistance in response to natural and man-made incidents.

2.2 Communications Officer means any employee of the Alpharetta Department of Public Safety, who has successfully completed the basic training course required by O.C.G.A. § 35-8-23, to receive, process, or transmit public safety information and

dispatch law enforcement officers, firefighters, EMS personnel, or emergency management personnel.

2.3 Emergency Communications Services means the receipt and processing of incoming Calls-For-Service through the Emergency 911 System for emergency and non-emergency requests for EMS, police, fire and other public safety services, and initiation of the appropriate response action. The service also includes the coordination of requests for support and auxiliary services from Milton field units and refers crimes and incidents not requiring an on-scene investigation by a field unit to the appropriate agency. This is considered the vital and necessary communications link between citizens and the Alpharetta Emergency Dispatch Center through consolidated, Enhanced 911 call reception and radio dispatching of requests for public safety services. The use of the North Fulton Regional Radio System is the primary method of dispatching Calls-For-Service to Milton field units dispatched through the Emergency Dispatch Center.

2.4 Emergency Dispatch Center means that unit of Alpharetta government, including the PSAP and the use of the International Academy of Dispatch, Emergency Priority Dispatch System (EPDS), responsible for Emergency Communications Services, including answering all Calls-For-Services for emergency service and dispatching police, fire and EMS vehicles to the proper locations.

2.5 International Academy of Emergency Dispatch, Emergency Priority Dispatch System (EPDS) means that system employed by Alpharetta to process Calls-For-Service and provide callers with pre-arrival instructions for Police, Fire and Emergency Medical Service events.

2.6 Emergency 911 System means that system, as contemplated by Title 46, Chapter 5, Article 2, Part 4 of the O.C.G.A., which provides Alpharetta emergency Communications Officers the telephone number, name and address of the telephone subscriber, and other pertinent 911 and wireless enhanced 911 information on any Call-For-Service.

2.7 Fire Department means the Milton Fire Department.

2.8 Police Department means the Milton Police Department.

2.9 Public Safety Answering Point ("PSAP") means an emergency communications dispatch operation, responsible for answering all telephone Calls-For-Services, and employing technologies such as trunked radio, wireless enhanced 911,

computer aided dispatch ("CAD") and mobile data to provide appropriate responses to Calls-For-Service.

2.10 NENA means National Emergency Number Association, an ANSI accredited standards developer.

ARTICLE 3

TERM OF AGREEMENT

The term of this Agreement is for ten (10) years, commencing October 1, 2018 at 0000 hours and concluding at 2400 hours on September 30, 2028. At the conclusion of this term, each party will be solely responsible for providing all public safety answering point services within its respective boundaries, unless this Agreement is extended by mutual agreement approved by the governing bodies of both parties. Additionally, either party may terminate this Agreement upon the provision to the other party of at least eighteen (18) months prior written notice of termination.

ARTICLE 4

COMPENSATION AND CONSIDERATION

4.1 In order to compensate Alpharetta for the performance of its services under this Agreement, Milton shall tender to Alpharetta the fees imposed and received/collected by Milton under the authority of (1) O.C.G.A. § 46-5-133 and O.C.G.A. § 46-5-134, for 9-1-1 charges (including postpaid wireline and VOIP telephone 9-1-1 charges) and wireless enhanced 9-1-1 charges as defined by O.C.G.A. § 46-5-122 and (2) O.C.G.A. § 46-5-134.2 for prepaid wireless 9-1-1 charges as defined by O.C.G.A. § 46-5-134.2(a)(4) (collectively the "Fees").

4.2 Milton shall tender the Fees to Alpharetta for the remainder of calendar year 2018 on a quarterly basis, on October 1, 2018 and January 1, 2019 (or as soon after January 1 as is reasonably practicable). As for Fees collected beginning January 1, 2019, Milton shall tender the Fees within thirty (30) days of each receipt by Milton of the Fees from the Georgia Department of Revenue, as direct recipient of some Fees pursuant to 134.2 and as the contracted collection partner of the Georgia Emergency Communications Authority for other Fees pursuant to O.C.G.A. § 46-5-134.2.

4.3 Milton shall have an obligation to impose and receive the Fees, and shall further have an obligation to ensure that it

follows all legal requirements and obligations necessary to lawfully impose and receive the Fees, to include any enhanced or expanded fees that the General Assembly may authorize.

4.4 Payment to Alpharetta as set forth in Section 4.1 shall constitute Milton's sole compensation obligation for Alpharetta's performance of services under the Agreement. For capital expansion/service improvement projects that are not fully funded within the payment structure set forth in Section 4.1, the Cities agree to work jointly on an equitable funding arrangement. The parties agree to consider for this purpose the available fund balance (if any) within each city's Emergency 911 Fund.

4.5 Alpharetta shall provide to Milton, on an annual basis, documentation establishing the costs to provide the services under the Agreement, with sufficient detail included to demonstrate the percentage of those total costs that Milton is directly funding.

ARTICLE 5

EMERGENCY COMMUNICATIONS SERVICES

5.1 Alpharetta operates a consolidated public safety answering point in its Emergency Dispatch Center on a 24-hour basis, 365 days per year, staffed in four 12-hour alternating shifts. The Communications Officers receive citizens' requests for service, process those requests, dispatch emergency units as appropriate, and monitor Police, Fire and EMS activities. The Emergency Priority Dispatch System is employed to process medical calls and provide callers with pre-arrival instructions. The resources of the Emergency Dispatch Center shall be made available to receive and process Calls-For-Service from within Milton, and to otherwise provide Emergency Communications Services for Milton, consistent with the overall quality of services provided throughout Alpharetta.

5.2 The wide-ranging (both emergency and non-emergency), continuous and multitudinous nature of the calls received by a large metropolitan PSAP like Alpharetta's Emergency Dispatch Center, makes it difficult to assign an "average call answer time." In order to establish a reasonable customer service standard, it is hereby declared to be the objective of the Alpharetta Emergency Dispatch Center to respond on average to 6,000 Calls-For-Service per month emanating from the City of Milton compliant with NENA Standard 56-005. The standard is that Ninety percent (90%) of all 9-1-1 calls arriving at the PSAP should be answered within ten (10) seconds during the busy hour (the hour of the day with the

greatest call volume, as defined in the NENA Master Glossary), and ninety-five (95%) should be answered within twenty (20) seconds. Exceptions would be unpredictable system overload, declared disaster, or disruption in voice or data transmission.

5.3 In operating the Emergency Dispatch Center and receiving and processing Calls-For-Service from within Milton, Alpharetta shall comply with any applicable federal and state statutes and regulations.

ARTICLE 6

EMPLOYMENT STATUS

6.1 All emergency Communications Officers, as well as any other Alpharetta personnel assigned under this Agreement, are and will continue to be employees of the City of Alpharetta for all purposes, including but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions. All emergency communications employees will continue to report under the management structure established in the Alpharetta Department of Public Safety.

6.2 In the event Milton's Police Chief or Fire Chief becomes dissatisfied with the performance of any sworn or civilian personnel performing Emergency Communications Services on behalf of Milton, he/she shall discuss the concerns with the Alpharetta Public Safety Director.

ARTICLE 7

RECORD KEEPING AND REPORTING

7.1 The Alpharetta Department of Public Safety Records Section is the central repository for all records pertaining to emergency dispatch and shall make available public records as defined by the Georgia Open Records Act, O.C.G.A. § 50-18-70, et seq. during the term of this Agreement.

7.2 The Alpharetta Public Safety Director, or his/her designee, shall prepare and deliver monthly written reports to Milton's Police Chief and Fire Chief. The reports shall describe, regarding the prior month, the volume of Calls-For-Service, identification of police, fire or EMS response, and answer speed for calls originating from within the City of Milton.

7.3 Except as limited by any provision of state or federal law, Milton may request, review and access data and Alpharetta records, at a mutually agreed upon time, to ensure compliance with this Agreement.

ARTICLE 8

ANCILLARY SERVICES

8.1 Alpharetta provides a variety of ancillary services incumbent on a large metropolitan public safety answering point. These services will be provided to Milton pursuant to this Agreement, the consideration for which has been included as part of the payment provided in Article 4, and shall include technical operations, administration, quality assurance and training, cost allocation, facilities maintenance, fiscal management, general operating supplies, human resources, information systems, maintenance, public information, purchasing, utilities and other critical services attendant to the operation of a public safety answering point.

8.2 Various operational guidelines, procedures and support function responsibilities shall be established cooperatively between the Alpharetta Director of Public Safety or designee and the Milton Chiefs of Police and Fire or designee(s) pursuant to a memorandum of understanding with regard to function and levels of mutually beneficial support from and to various city departments referenced in Section 8.1 above.

ARTICLE 9

ALPHARETTA-MILTON RELATIONS

9.1 The Alpharetta Public Safety Director, or his/her designee, will notify Milton's Police Chief and Fire Chief in the event of a significant emergency communications or emergency management situation within Alpharetta. The Alpharetta's Public Safety Director and Milton's Police Chief and Fire Chief sha11 designate the kinds of incidents that are to be considered "significant" by a joint memorandum and shall also designate priorities for services to be provided under this Agreement. In the event no memorandum is executed, Milton's Police Chief and Fire Chief shall be notified of significant emergency communications or emergency management situations consistent with

the notification provided by the Alpharetta Emergency Dispatch Center to the Alpharetta Public Safety Director.

9.2 Alpharetta shall be the sole provider of public safety answering point services during the operation of this Agreement.

ARTICLE 10

TRANSITION

10.1 In the event of the termination or expiration of this Agreement, Alpharetta and Milton shall cooperate in good faith in order to effectuate a smooth and harmonious transition and maintain the same high quality of Emergency Communications Services provided by Alpharetta pursuant to this Agreement for the residents, businesses and visitors of Alpharetta and Milton.

10.2 The Alpharetta Public Safety Director or his/her designee shall present a summary report to the Milton City Council within sixty (60) days of the conclusion of this Agreement to facilitate the transition to Milton's new PSAP.

10.3 Alpharetta and Milton agree that ninety (90) days prior to expiration of this Agreement, the Alpharetta Public Safety Director and Milton's Police Chief and Fire Chief will meet and confer to effect a smooth transition.

ARTICLE 11

INDEMNIFICATION

11.1 It is the intent of the parties to be covered under the auspices of the immunity granted by O.C.G.A. § 46-5-131. Only to the extent permitted by law and in the event O.C.G.A. § 46-5-131 is deemed inapplicable, shall Milton defend, indemnify and hold harmless Alpharetta and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which Alpharetta or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by Milton, its employees, officers and agents. Alpharetta shall promptly notify Milton of each claim, assert all statutory defenses, cooperate with Milton in the defense and resolution of each claim and not settle or otherwise dispose of the claim without Milton's participation.

11.2 It is the intent of the parties to be covered under the auspices of the immunity granted by O.C.G.A. § 46-5-131. Only to the extent permitted by law and in the event O.C.G.A. § 46-5-131 is deemed inapplicable, shall Alpharetta defend, indemnify and hold harmless Milton and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which Milton or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by Alpharetta, its employees, officers, and agents. Milton shall promptly notify Alpharetta of each claim, assert all statutory defenses, cooperate with Alpharetta in the defense and resolution of each claim and not settle or otherwise dispose of the claim without Alpharetta's participation.

11.3 The immunity and indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

ARTICLE 12

EVENT OF DEFAULT

12.1 An event of default shall mean a material breach of this Agreement by Alpharetta as follows:

12.1.1 Alpharetta repeatedly disregards local priorities established in the memorandum contemplated in Section 9.1.

2.1.2 Alpharetta does not maintain sufficient personnel in the Emergency Dispatch Center to properly service the volume of Milton Calls-For-Services as required by and in conformance with Article 5.

12.1.3 Alpharetta consistently fails to meet the levels of service outlined in Article 5, which failure has been communicated in writing by action of the Milton City Council to the Alpharetta City Council on more than one occasion.

12.2 An event of default shall mean a material breach of this Agreement by Milton as follows:

12.2.1 Failure of Milton to timely pay the compensation referred to in Article 4.

ARTICLE 13

TERMINATION AND REMEDIES

13.1 Alpharetta or Milton may terminate this Agreement for an event of default, or as outlined in Article 3, Term of Agreement, unless the default is cured as provided in this article.

13.2 If an event of default occurs, in the determination of Milton, Milton shall notify Alpharetta in writing, specify the basis for the default and advise Alpharetta that the default must be cured to Milton's reasonable satisfaction within a 60-day period. Milton may grant additional time to cure the default, as Milton may deem appropriate, without waiver of any of Milton's rights, so long as Alpharetta has commenced curing the default and is effectuating a cure with diligence and continuity during the 60-day period, or any longer period which Milton prescribes.

13.3 If an event of default occurs, in the determination of Alpharetta, Alpharetta may notify Milton in writing, specify the basis for the default and advise Milton that the default must be cured to Alpharetta's reasonable satisfaction within a 60-day period; except that for events of default related to the payment of fees, the cure period is reduced to 30 days. Alpharetta may grant additional time to cure the default, as Alpharetta may deem appropriate, without waiver of any of Alpharetta's rights, so long as Milton has commenced curing the default and is effectuating a cure with diligence and continuity during the 60-day period (30 days for payments) or any longer period which Alpharetta prescribes.

13.4 In the event that either party breaches a material term or condition of this Agreement, other than an event of default, the party in breach, upon receipt of a written request from the non-breaching party, shall remedy the breach within thirty (30) days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching party may utilize the remedies of declaratory judgment, specific performance, mandamus or injunctive relief to compel the breaching party to remedy the breach.

13.5 The parties reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

ARTICLE 14

AMENDMENTS

This Agreement may be modified at any time during the term by mutual written consent of both parties.

ARTICLE 15

NOTICES

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the City of Alpharetta:

Robert J. Regus, City Administrator
2 Park Plaza
Alpharetta, Georgia 30004
(678)297-6000

With a copy to:

C. Sam Thomas, City Attorney
2 Park Plaza
Alpharetta, Georgia 30004
(678)297-6000

If to the City of Milton:

Steven Krokoff, City Manager
Milton City Hall
2006 Heritage Walk
Milton, Georgia 30004
(678)242-2500

With a copy to:

Jarrard and Davis, LLP
Attention: Ken E. Jarrard, City Attorney
222 Webb Street
Cumming, Georgia 30040
(678)455-7150

ARTICLE 16

NON-ASSIGNABILITY; LIMITED THIRD-PARTY RIGHTS

Neither party may assign any of the obligations or benefits of this Agreement. Except to the extent expressly provided in other Articles of this Agreement, this Agreement shall be exclusively for the benefit of Alpharetta and Milton, and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

ARTICLE 17

ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and agreement of the parties regarding the subject matter of the Agreement.

ARTICLE 18

SEVERABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

ARTICLE 19

BINDING EFFECT

This Agreement shall insure to the benefit of, and be binding upon, the respective parties' successors.

ARTICLE 20

COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

ARTICLE 21

E-VERIFY AND TITLE VI COMPLIANCE

In performing their duties under this Agreement, each party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-Verify and Title VI requirements under applicable law.

ARTICLE 22

NO WAIVER OF SOVEREIGN OR PERSONAL IMMUNITIES

Nothing contained in this Agreement shall be construed to be a waiver of Alpharetta's or Milton's sovereign immunity or any individual's qualified good faith or official immunities.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Alpharetta and Milton have executed this Intergovernmental Agreement through their duly authorized officers on the day and year first above written.

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

_____
Coty Thigpen, City Clerk
(SEAL)

APPROVED AS TO FORM:

_____
Robert J. Regus, City Administrator

_____
C. Sam Thomas, City Attorney

CITY OF MILTON, GEORGIA

By: _____
Joe Lockwood, Mayor

_____
Sudie (AM) Gordon, City Clerk
(SEAL)

APPROVED AS TO FORM:

_____
Steven Krokoff, City Manager

_____
Ken E. Jarrard, City Attorney
Sept. 13 2018
Jarrard & Davis

EXHIBIT "A"

GCIC SERVICES

The policies and procedures below shall govern Alpharetta's access to GCIC records and databases on behalf of Milton, except to the extent that these are superseded by GCIC regulations, the Security Policy of the Criminal Justice Information Services (CJIS) Division of the US Federal Bureau of Investigation, or any similar controlling law or policy published during the term of the Agreement, in which case the parties shall adhere to the superseding requirements of such law or policy.

Requesting Criminal History Record Information

Regarding requests for criminal history record information (CHRI) and other information available via Georgia's Criminal Justice Information System network (CJIS), the National Law Enforcement Telecommunications System (NLETS), or the National Crime Information System (NCIC) pursuant to this Agreement, Alpharetta will be available pursuant to this Agreement to provide service to Milton twenty four (24) hours a day, seven (7) days a week, every day of the year. Additionally, Milton shall provide to Alpharetta the equipment needed to access the CHRI system on its behalf and storage cabinets for all Milton records.

In accordance with federal regulations, NCIC policy and the Alpharetta Department of Public Safety User's Agreement, all requests for CHRI are made using a criminal justice agency Originating Agency Identifier (ORI). When Milton requests CHRI for the administration of criminal justice (PUR/C), Milton shall provide a warrant number, case number, citation number, "EF" number, arrest/booking number, system record number, docket number or other significant number leading to the case file or investigation. Failure to provide such a required number shall result in denial of the request and (unless the omission of the number was inadvertent and subsequently remedied) notification to the GCIC Chief of Staff of a potential violation of O.C.G.A. § 16-9-90. When Milton requests CHRI for criminal justice employment (PUR/J) or other authorized purposes (PUR/E, M, N, W), Milton shall provide a copy of the fingerprint card or the signed consent form. Failure to provide either document shall result in the denial of the request and (unless the omission of the number was inadvertent and subsequently remedied) notification to the GCIC Chief of Staff of a potential violation of O.C.G.A. § 16-9-90.

Requesting Vehicle Registration/Title, Driver History and Other Information via the CJIS Network, NLETS or NCIC

All requests for information received over the law enforcement radio network(s) monitored by Alpharetta shall be honored and the requested information shall be provided as soon as possible. If the requesting officer, prior to the end of the shift on which it was requested, does not claim hard copies of the terminal printouts, the printouts shall be shredded. Telephonic requests shall be honored if the operator can identify the person making the request. If the operator is unsure of the requester, the operator shall ask the requester to provide their agency's ORI then telephone that agency to ensure the requester is authorized to receive said information. If the person is authorized to receive the information, the operator shall make the request using the ORI of Alpharetta.

If the person is not authorized to receive the information, the operator will not request the information and will notify his or her supervisor. The supervisor shall be responsible for notifying the GCIC Chief of Staff of a potential security violation.

Making Record Entries, Modifications and Supplemental Record Entries

The ORI of Alpharetta shall be used to make all requested record entries when it receives a warrant or a complete incident report from Milton. The only exception to this requirement is when Milton requests the entry of a missing juvenile, a fleeing felon, felony vehicle or a missing ALZHEIMER'S afflicted adult. Requests for these types of entries shall be accepted telephonically. Supporting documentation shall be faxed or delivered as soon as it is available. If the supporting documentation is not received within forty-eight (48) hours, the record entry(s) shall be canceled.

Alpharetta shall use the warrant or complete incident report to code the GCIC/NCIC worksheet prior to entering the record. Alpharetta, for wanted and missing person record entries, shall inquire against the GCIC and NCIC criminal history files (using the ORI of Milton). Milton shall indicate the limits of extradition on the face of the warrant. All additional personal descriptors shall be added to the GCIC/NCIC worksheet and included in the record entry or added to the record entry using the Supplemental Record Entry format. When all available information has been added to the record entry, an inquiry shall be made against the record entry. Another person in Alpharetta shall check

the inquiry response for completeness and accuracy. Copies of the GCIC/NCIC worksheet and all terminal printouts shall be returned to Milton upon request. The worksheets and printouts are to be placed in the case files and are subject to review by GCIC and NCIC Auditors.

Requests for Modifying, Clearing and Canceling Record Entries

When Milton requests that a record entry be modified, cleared or canceled it must provide a supplemental report to Alpharetta. The record will only be modified, cleared or canceled when the supplemental report has been received. Copies of all terminal printouts shall be given to Milton when the requested function has been completed. The originals shall be retained in the files maintained by Alpharetta.

Requesting "HIT" Confirmation

When Alpharetta receives a "HIT" on a record inquired upon as the result of a request from Milton, a request for "HIT" confirmation message (YQ format) shall be sent. Milton must inform Alpharetta if the request is PRIORITY (10 minute response) or ROUTINE (one hour response). As soon as this information is received, the request for "HIT" confirmation shall be transmitted using the ORI of Milton. As soon as the response to the request for "HIT" confirmation is received, it shall be transmitted to the officer.

Responding to Requests for "HIT" Confirmation

When Alpharetta receives a request for "HIT" confirmation, the on-duty operator shall locate the active file and compare all data elements against the data in the YQ message. If all data elements match, Alpharetta shall respond to the YQ message using a YR message entered using the ORI of Milton and confirm that the record inquired on is a valid record entry based upon the records maintained by Alpharetta. Milton shall be notified that Alpharetta has confirmed a "HIT" on one of its record entries. If a Locate Message is received, Alpharetta shall clear the record entry using the clear transaction. If no Locate Message is received within one hour Alpharetta shall send a Failure to Locate Message to GCIC's ICDC and the agency that failed to "Locate" the record entry after it was confirmed. Alpharetta using its ORI, shall "Clear" the record entry. Copies of all terminal printouts shall be given to Milton upon request. The original terminal printouts shall be retained in the files of Alpharetta.

Validation of Record Entries

All record entries are to be validated ninety (90) days after entry; and, then every twelve (12) months in accordance with the file retention schedule established by NCIC. It is the exclusive responsibility of Milton to validate all record entries made on its behalf by Alpharetta, in accordance with the validation steps established by GCIC and NCIC.

Alpharetta shall assist Milton in inquiring against the state and national criminal history files, using the ORI of Milton and name of the Milton Terminal Agency Coordinator in the Attention [ATN] field. The System Record Number (SRN) from the record entry being validated shall be used in the Agency Reference Number (ARN) field. Alpharetta shall further assist in the validation process by participating in the On-Line Validation program for records entered for Milton, by acknowledging receipt of the monthly validation package and affirming the validity of the record entries listed on the monthly validation printout when Milton affirms, in writing, the validity of all record entries listed on the monthly printout. This affirmation shall be on the official letterhead of Milton's Department of Public Safety, and signed by the agency head. If this written affirmation is not received by Alpharetta within the required time limit, the record entries listed on the validation printout shall be purged.

INTERGOVERNMENTAL AGREEMENT
FOR THE ACTIVATION OF THE
JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE CITIES OF SANDY SPRINGS, GEORGIA AND JOHNS CREEK, GEORGIA
FOR THE PROVISION OF 911 COMMUNICATIONS SERVICES IN THE CITIES OF SANDY SPRINGS AND JOHNS CREEK

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement"), is entered into by and between the City of Sandy Springs, Georgia ("COSS") and the City of Johns Creek, Georgia ("COJC"), this 27th day of October, 2008.

WHEREAS, COSS is a municipality created by the 2005 Georgia General Assembly pursuant to House Bills 36 and 37 (the "COSS HB"); and

WHEREAS, COJC is a municipality created by the 2006 Georgia General Assembly pursuant to House Bill 1321 (the "COJC HB"); and

WHEREAS, the COSS HB and the COJC HB each provide the respective cities a transition period before they must assume and exercise all powers of a municipality; and

WHEREAS, the COSS HB and the COJC HB each provide that where a particular tax, fee, assessment, fine, forfeiture, or other amount collected is specifically related to the provision of a particular government service or function by Fulton County, Georgia (the "County"), the service or function shall continue to be provided by the County during the transition period contingent upon payment by COSS or COJC of the actual cost of providing such service or function unless otherwise provided in a written agreement between the new city and the County; and

WHEREAS, the Georgia Constitution, Article IX, § 2, ¶ 3, except as otherwise provided by law, prohibits cities and counties from exercising governmental authority within each other's boundaries except by intergovernmental agreement; and

WHEREAS, in December of 2005, COSS entered into an Intergovernmental Agreement (the "COSS 911 IGA") with the County to provide a public safety answering point within the boundaries of COSS, which established the cost of enhanced 911 emergency call reception and public safety dispatch services to be provided by the County; and

WHEREAS, the County continues to provide 911 communications services to COSS pursuant to the terms of the COSS 911 IGA, which will terminate on December 31, 2008, unless extended by the parties thereto; and

WHEREAS, in November of 2006, COJC entered into an Intergovernmental Agreement (the "COJC 911 IGA") with Fulton County, Georgia (the "County") to provide a public safety answering point within the boundaries of COJC, which established the cost of enhanced 911 emergency call reception and public safety dispatch services to be provided by the County; and

WHEREAS, the County continues to provide 911 communications services to COJC pursuant to the terms of the COJC 911 IGA, which will terminate on December 1, 2008, unless extended by the parties thereto; and

WHEREAS, COSS and COJC each desire to assume and exercise all municipal powers with respect to 911 communications services within their respective corporate boundaries at the expiration of the COSS 911 IGA and the COJC 911 IGA and have determined that it is in their best interests to provide such services as a joint effort; and

WHEREAS, COSS and COJC desire to create a joint public safety and judicial facilities authority pursuant to the provisions of O.C.G.A. § 36-75-1, et seq. (the "War on Terrorism Local Assistance Act" or the "Act"), for the purpose of creating, owning, and placing into operation facilities to be used for 911 communications services for COSS and COJC; and

WHEREAS, COSS and COJC anticipate that additional municipalities may desire to participate in the Authority and the services offered by the 911 Center and to accept the terms of the Agreement and its obligations (COSS and COJC, together with any other municipalities who hereinafter become parties to this Agreement, are herein referred to collectively as "Participating Cities"); and

WHEREAS, the Participating Cities desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the Participating Cities have authorized the execution of this Agreement through appropriate resolutions adopted by their governing bodies;

NOW, THEREFORE, in consideration of the following mutual obligations, the Participating Cities hereby agree as follows:

ARTICLE 1

PURPOSE AND INTENT

The purpose of this Agreement is to establish the intent of the Participating Cities to create a joint public safety and judicial facilities authority to be known as "The Joint Public Safety and Judicial Facilities Authority for the Cities of Sandy Springs, Georgia and Johns Creek, Georgia", doing business as the Chattahoochee River 911 Authority (the "Authority") for the purpose of providing 911 communications services within the corporate boundaries of COSS and COJC.

ARTICLE 2

EMERGENCY COMMUNICATIONS SERVICE

The Authority will operate a joint consolidated public safety answering point in its emergency communications center (the "911 Center") on a 24-hour basis, 365 days per year, from which the services contemplated under this Agreement will be rendered initially for COSS and COJC. All matters relating to the acquisition of equipment and facilities and the operation of the 911 Center shall be determined by the Authority's board of directors as provided herein.

In the event other municipalities desire to join the Authority and to accept the terms and become a party to this Agreement in order to be served by the 911 Center, it may do so by action of the Board of Directors and resolutions of the councils of all Participating Cities.

ARTICLE 3

GOVERNANCE OF AUTHORITY

Control and management of the Authority shall be vested in a board of directors whose members shall be residents of the respective Participating Cities. The initial directors of the Authority shall be the City Manager of COSS, if he is a resident of COSS and if not, his designee, and the City Manager of COJC, if he is a resident of COJC and if not, his designee. The directors shall receive no compensation for their services.

The board of directors shall make bylaws and establish rules and regulations for the governing of the Authority and may delegate to one or more of the officers, agents, and employees of the Authority such powers and duties as may be deemed necessary and proper. Bylaws and governance documents shall be subject to the mutual review and approval of the councils of all Participating Cities.

ARTICLE 4

CAPITALIZATION AND PLEDGED REVENUES

The amount of capital with which the Authority shall begin operation is three million five hundred thousand dollars ($3,500,000). Initial capitalization shall be in the form of loans from each city to the Authority in the following amounts:

Amount	Responsible Party
$2,500,000	COSS
$1,000,000	COJC

To secure the 911 communication services to be rendered pursuant to this Agreement, the Participating Cities hereby agree to pledge to the Authority all revenue received for the monthly 911 charge upon each wired and wireless telephone subscriber served by the Authority's 911 communications service (the "Pledged Revenues"), as provided by O.C.G.A. § 46-5-134 for the operation of the 911 Center. The Participating Cities understand and agree that the Pledged Revenues are necessary for the payment of all liabilities of the Authority; therefore, the Pledged Revenues may not be repealed, revoked, rescinded or otherwise removed during the initial term of this Agreement, or any renewal term. Pledged Revenues shall be remitted to the Authority within ten (10) days of receipt by the Participating City.

Revenues of the Authority in excess of amounts necessary for the payment of all other liabilities shall be used at the direction of the Board of Directors to repay amounts loaned to the Authority by the Participating Cities for capitalization on a pro rata basis.

In the event the Authority shall need additional capital, it shall submit verification of need to the councils of all Participating Cities and obtain approval of such additional

capital by resolution from all councils. Any additional capital approved by all councils shall be contributed by the Participating Cities in equal shares in such form as determined by the Board of Directors to be in the best interest of the Authority.

ARTICLE 5

RETAINED POWERS OF CITIES

Each Participating City shall retain responsibility and authority for its operational departments and for such equipment and services as are required at its place of operation to interconnect to the 911 Center's operations.

ARTICLE 6

TERM OF AGREEMENT

The initial term of this Agreement is for five (5) years, commencing November 1, 2008 and ending on July 1, 2014. The Participating Cities understand and agree that this Agreement may not be cancelled by any party prior to the end of the five (5) year term described above for any reason. This Agreement may be renewed by the Participating Cities in additional terms of five (5) years each upon resolutions of the governing bodies of each city.

ARTICLE 7

NON-ASSIGNABILITY

Participating Cities to this Agreement shall not assign any of the obligations or benefits of this Agreement.

ARTICLE 8

ENTIRE AGREEMENT

The Participating Cities acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the Participating Cities regarding the subject matter of the Agreement.

ARTICLE 9

AMENDMENT

This Agreement may be modified at any time upon mutual written consent by resolutions of the councils of the Participating Cities.

ARTICLE 10

SEVERABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or any portion of a provision) to be invalid or otherwise unenforceable, that provision or

portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion were not part of this Agreement.

ARTICLE 11

BINDING EFFECT

This Agreement shall inure to the benefit of, and be binding upon, the respective Participating Cities' successors, heirs and assigns.

ARTICLE 12

COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Participating Cities have executed this Agreement through their duly authorized officers on the day and year first above written.

CITY OF SANDY SPRINGS, GEORGIA

Eva Galambos, Mayor

ATTEST:

City Clerk

(SEAL)

Approved as to form:

Wendell K. Willard, City Attorney

John McDonough, City Manager

CITY OF JOHNS CREEK, GEORGIA

Michael E. Bodker, Mayor

ATTEST:

City Clerk

(SEAL)

Approved as to form:

William F. Riley, City Attorney

John Kachmar, City Manager

STATE OF GEORGIA
CITY OF SANDY SPRINGS

RESOLUTION NO: 2008-10-52

RESOLUTION TO ACTIVATE THE JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE CITY OF SANDY SPRINGS AND THE CITY OF JOHNS CREEK, TO APPOINT A BOARD OF DIRECTORS, TO APPROVE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITIES, AND TO PROVIDE FOR FILING OF DOCUMENTS WITH THE GEORGIA SECRETARY OF STATE AND THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS PURSUANT TO O.C.G.A. § 36-75-1, ET SEQ.

WHEREAS, pursuant to O.C.G.A. § 36-75-1, et seq. (the "War on Terrorism Local Assistance Act" or the "Act"), a public body corporate and politic, to be known as the "public safety and judicial facilities authority", is created in and for each county and municipal corporation in the State of Georgia for nonprofit and public purposes; and

WHEREAS, pursuant to the Act a public safety and judicial facilities authority (an "authority") may be activated to acquire, construct, improve, or modify, to place into operation, and to operate or cause to be placed into operation, either as owner of all or any part in common with others, a project or projects, which is defined in the Act as the acquisition, construction, equipping, operation, maintenance, and repairing of county or municipal corporation judicial, detention, or public safety facilities, including facilities used or to be used by or in direct support of management and operation of homeland security, police, fire, rescue, and emergency medical services; and

WHEREAS, the Act provides that any number of counties or municipal corporations or a combination of counties and municipal corporations may jointly form an authority to be known as a "joint public safety and judicial facilities authority" for such counties or municipal corporations or both; and

WHEREAS, the City of Sandy Springs ("Sandy Springs") and the City of Johns Creek ("Johns Creek") have been working together to evaluate the possibility of forming a multi-jurisdictional 9-1-1 system and now desire to move forward together in the creation of a joint public safety and judicial facilities authority as provided in the Act for the purpose of creating and implementing a 9-1-1 system to serve the needs of both municipal corporations; and

WHEREAS, the Act provides that before a joint authority may transact any business or exercise any powers, it must be activated by proper ordinance or resolution of each county and municipal corporation involved, each declaring the need for an authority to function in their city and each declaring that such jurisdiction is at the time of the ordinance or resolution imposing a sales tax levied for the purposes of a metropolitan area system of public transportation; and

WHEREAS, the Act further provides that before a joint authority may transact any business or exercise any powers, it must approve an agreement with the other counties or municipal corporations for the activation of an authority and such agreement is executed; and

WHEREAS, the Act provides that control and management of an authority shall be vested in a board of directors whose members shall be residents of the county or municipal corporation, to be appointed by resolution of the governing authority of the county or municipal corporation for a term of four (4) years; and

WHEREAS, the Act provides that a copy of the activating resolution of the governing authority of the county or municipal corporation shall be filed with the Georgia Secretary of State and the Georgia Department of Community Affairs;

NOW THEREFORE, BE IT RESOLVED by the City Council of Sandy Springs as follows:

1. There is hereby determined and declared to be a present and future need for a public safety and judicial facilities authorityto function in Sandy Springs; and

2. Sandy Springs is at the time of this resolution imposing a sales tax levied for the purposes of a metropolitan area system of public transportation; and

3. The individuals listed on the attached Exhibit "A" are hereby appointed to the initial Board of Directors for the joint authority to be created for Sandy Springs and Johns Creek; and

4. The execution, delivery, receipt and due performance of the Intergovernmental Agreement for the Activation of the Joint Public Safety and Judicial Facilities Authority for the Cities of Sandy Springs, Georgia and Johns Creek, Georgia for the Provision of 911 Communications Services in the Cities of Sandy Springs and Johns Creek (the "Agreement") in substantially the form attached hereto as Exhibit "B", and any other certificates or documents as may be required to be executed, delivered, or received in connection with the creation of a 911 system are hereby authorized in order to carry out, give effect to, and consummate the transactions contemplated by the Agreement ; and

5. The City Manager and the City Attorney are hereby authorized to file appropriate documents with the Georgia Secretary of State and the Georgia Department of Community Affairs and to take any and all actions as may be necessary to activate the joint authority and to carry out the terms of the Agreement pursuant to the provisions of the Act.

APPROVED AND ADOPTED this 21st day of October, 2008.

Approved:

Eva Galambos

Eva Galambos, Mayor

Attest:

Tracy Tye

Tracy Tye, Acting City Clerk

(Seal)

EXHIBIT "A"

INITIAL BOARD OF DIRECTORS
FOR JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY

John McDonough, City Manager of City of Sandy Springs, if he is a resident of the City of Sandy Springs and if not, his designee

John Kachmar, City Manager of City of Johns Creek, if he is a resident of the City of Johns Creek and if not, his designee

EXHIBIT "B"

INTERGOVERNMENTAL AGREEMENT
FOR THE ACTIVATION OF THE
JOING PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE
CITIES OF SANDY SPRINGS, GEORGIA AND JOHNS CREEK, GEORGIA
FOR THE PROVISION OF 911 COMMUNICATIONS SERVICES INN
THE CITIES OF SANDY SPRINGS AND JOHNS CREEK
(attached)

RESOLUTION TO ACTIVATE THE JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE CITY OF SANDY SPRINGS AND THE CITY OF JOHNS CREEK, TO APPOINT A BOARD OF DIRECTORS, TO APPROVE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITIES, AND TO PROVIDE FOR FILING OF DOCUMENTS WITH THE GEORGIA SECRETARY OF STATE AND THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS PURSUANT TO O.C.G.A. § 36-75-1, ET SEQ.

WHEREAS, pursuant to O.C.G.A. § 36-75-1, et seq. (the "War on Terrorism Local Assistance Act" or the "Act"), a public body corporate and politic, to be known as the "public safety and judicial facilities authority", is created in and for each county and municipal corporation in the State of Georgia for nonprofit and public purposes; and

WHEREAS, pursuant to the Act a public safety and judicial facilities authority (an "authority") may be activated to acquire, construct, improve, or modify, to place into operation, and to operate or cause to be placed into operation, either as owner of all or any part in common with others, a project or projects, which is defined in the Act as the acquisition, construction, equipping, operation, maintenance, and repairing of county or municipal corporation judicial, detention, or public safety facilities, including facilities used or to be used by or in direct support of management and operation of homeland security, police, fire, rescue, and emergency medical services; and

WHEREAS, the Act provides that any number of counties or municipal corporations or a combination of counties and municipal corporations may jointly form an authority to be known as a "joint public safety and judicial facilities authority" for such counties or municipal corporations or both; and

WHEREAS, the City of Sandy Springs ("Sandy Springs") and the City of Johns Creek ("Johns Creek") have been working together to evaluate the possibility of forming a multi-jurisdictional 9-1-1 system and now desire to move forward together in the creation of a joint public safety and judicial facilities authority as provided in the Act for the purpose of creating and implementing a 9-1-1 system to serve the needs of both municipal corporations; and

WHEREAS, the Act provides that before a joint authority may transact any business or exercise any powers, it must be activated by proper ordinance or resolution of each county and municipal corporation involved, each declaring the need for an authority to function in their city and each declaring that such jurisdiction is at the time of the ordinance or resolution imposing a sales tax levied for the purposes of a metropolitan area system of public transportation; and

WHEREAS, the Act further provides that before a joint authority may transact any business or exercise any powers, it must approve an agreement with the other counties or municipal corporations for the activation of an authority and such agreement is executed; and

WHEREAS, the Act provides that control and management of an authority shall be vested in a board of directors whose members shall be residents of the county or municipal corporation, to be appointed by resolution of the governing authority of the county or municipal corporation for a term of four (4) years; and

WHEREAS, the Act provides that a copy of the activating resolution of the governing authority of the county or municipal corporation shall be filed with the Georgia Secretary of State and the Georgia Department of Community Affairs;

NOW THEREFORE, BE IT RESOLVED by the City Council of Johns Creek as follows:

1. There is hereby determined and declared to be a present and future need for a public safety and judicial facilities authority to function in Johns Creek; and

2. Johns Creek is at the time of this resolution imposing a sales tax levied for the purposes of a metropolitan area system of public transportation; and

3. The individuals listed on the attached Exhibit "A" are hereby appointed to the initial Board of Directors for the joint authority to be created for Sandy Springs and Johns Creek; and

4. The execution, delivery, receipt and due performance of the Intergovernmental Agreement for the Activation of the Joint Public Safety and Judicial Facilities Authority for the Cities of Sandy Springs, Georgia and Johns Creek, Georgia for the Provision of 911 Communications Services in the Cities of Sandy Springs and Johns Creek (the "Agreement") in substantially the form attached hereto as Exhibit "B", and any other certificates or documents as may be required to be executed, delivered, or received in connection with the creation of a 911 system are hereby authorized in order to carry out, give effect to, and consummate the transactions contemplated by the Agreement; and

5. The City Manager and the City Attorney are hereby authorized to file appropriate documents with the Georgia Secretary of State and the Georgia Department of Community Affairs and to take any and all actions as may be necessary to activate the joint authority and to carry out the terms of the Agreement pursuant to the provisions of the Act.

APPROVED AND ADOPTED THIS 27TH day of October, 2008.

Approved:

Michael E. Bodker, Mayor

Attest:

Joan C. Jones, City Clerk

EXHIBIT "A"

INITIAL BOARD OF DIRECTORS FOR JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY

John McDonough, City Manager of City of Sandy Springs, if he is a resident of the City of Sandy Springs and if not, his designee

John Kachmar, City Manager of City of Johns Creek, if he is a resident of the City of Johns Creek and if not, his designee

STATE OF GEORGIA
COUNTY OF FULTON

Resolution 2011-05-15

A RESOLUTION TO APPROVE THE FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR THE ACTIVATION OF THE JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE CITIES OF SANDY SPRINGS, GEORGIA AND JOHNS CREEK, GEORGIA

WHEREAS, the Cities of Sandy Springs, Georgia and Johns Creek, Georgia (hereinafter the "Cities") entered into that certain Intergovernmental Agreement for the Activation of the Joint Public Safety and Judicial Facilities Authority for the Cities of Sandy Springs, Georgia and Johns Creek, Georgia dated October 27, 2008 (the "IGA"); and

WHEREAS, the IGA was entered to provide for the formation of the Joint Public Safety and Judicial Facilities Authority for the Cities of Sandy Springs, Georgia and Johns Creek, Georgia, d/b/a Chattahoochee River 9-1-1 Authority (hereinafter the "Authority"), to perform emergency 9-1-1 call processing and dispatch services for the respective jurisdictions; and

WHEREAS, the Authority became operational on August 31, 2009, and has provided improved service resulting in markedly reduced public safety response times; and

WHEREAS, in the formation of the Authority, the Cities relied upon certain revenue projections for the collection of 9-1-1 telephone fees derived from an independent analysis of the fee structure and implementation of the fee in the jurisdictions; and

WHEREAS, the Cities' combined actual 9-1-1 telephone fee revenues collected by the Authority are anticipated to fall short of projections; and

WHEREAS, the Cities have committed to contributing additional funding on a pro-rata basis in order to assist the Authority in meeting its financial obligations; and

WHEREAS, the Authority is seeking authorization from the Mayor and Council to amend the IGA to incorporate provisions for both the amount of and remittance schedule for the aforementioned funds to the Authority; and

WHEREAS, the Mayor and City Council desire to enter the "First Amendment to Intergovernmental Agreement for the Activation of the Joint Public Safety and Judicial Facilities Authority for the Cities of Sandy Springs, Georgia and Johns Creek, Georgia," a copy of which is attached hereto and incorporated herein, in order to provide for such amendments; and

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Johns Creek that the First Amendment to Intergovernmental Agreement for the Activation of the Joint Public Safety and Judicial Facilities Authority for the Cities of Sandy Springs, Georgia and Johns Creek, Georgia is hereby approved and the Mayor is hereby authorized to execute same.

SO RESOLVED, this the 25th day of May, 2011.

Attest:

Joan C. Jones, City Clerk

Approved:

Michael E. Bodker, Mayor

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR THE ACTIVATION OF THE JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE CITIES OF SANDY SPRINGS, GEORGIA AND JOHNS CREEK, GEORGIA FOR THE PROVISION OF 911 COMMUNICATIONS SERVICES IN THE CITIES OF SANDY SPRINGS AND JOHNS CREEK

THE INTERGOVERNMENTAL AGREEMENT (the "Agreement"), entered into on October 27, 2008, by and between the **CITY OF SANDY SPRINGS, GEORGIA**, a political subdivision of the State of Georgia ("COSS"), and the **CITY OF JOHNS CREEK, GEORGIA**, a political subdivision of the State of Georgia ("COJC") (collectively, the "Participating Cities"), for the activation of the Joint Public Safety and Judicial Facilities Authority ("Authority") for the provision of 911 communications services in Sandy Springs and Johns Creek is hereby amended by the Participating Cities, effective October 27, 2008, as follows:

A. Article 4 entitled "**CAPITALIZATION AND PLEDGED REVENUES**" is amended to include the following:

4.1 Additional Financial Support. Because the Pledged Revenues, as defined herein, are not currently providing sufficient financial support for the payment of all liabilities of the Authority, the Participating Cities agree to provide additional financial support to the Authority as set forth herein. The Participating Cities agree to provide additional financial support to the Authority in the following proportionate shares: COSS agrees to provide sixty-five percent (65%) of the necessary additional financial support and COJC agrees to provide thirty-five percent (35%) of the necessary additional finandal support.

4.2 Annual Review of Shortfall and Utilization of Services. The basis for the distribution of the additional financial support to be provided by the Participating Cities as described herein is based upon the current utilization of Authority services by the respective Participating Cities. The Participating Cities agree to review annually the utilization of services provided by the Authority to the Participating Cities to ensure that the proportionate share of each Participating City as stated herein reflects its utilization. For purposes of this provision, "utilization of services" shall mean the combined volume of dispatched incidents and field-initiated activity across all public safety disciplines for the most recent twelve (12) month period. The Authority consents to provide to the Participating Cities a report of its projected annual shortfall by April 1 of each year that the Participating Cities contribute additional financial support to the Authority.

4.3 Payment Schedule. The Participating Cities agree that each shall deliver one-twelfth (1/12) of its annual contribution to the Authority on or before the 10th day of each month.

All other terms and conditions contained in the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Participating Cities, acting by and through their duly authorized officers, have caused this First Amendment to be executed under their respective seals.

CITY OF SANDY SPRINGS, GEORGIA

By: _____
Mayor Eva Galambos

Date: 5/31/2011

(SEAL)

ATTEST:

_____
City Clerk

CITY OF JOHNS CREEK, GEORGIA

By: _____
Mayor Michael Bodker

Date: 5-18-2011

ATTEST:

_____
City Clerk

Consented to by:

JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE CITIES OF SANDY SPRINGS, GEORGIA AND JOHNS CREEK, GEORGIA

By: _____
Chairman John Kachmar

ATTEST:

_____

STATE OF GEORGIA
COUNTY OF FULTON

RESOLUTION 2014-03-15

RESOLUTION TO AMEND AND APPROVE AN EXTENSION TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SANDY SPRINGS AND THE CITY OF JOHNS CREEK ("IGA") FOR THE PROVISION OF 911 COMMUNICATIONS SERVICES THROUGH CHATCOMM TO PROVIDE FOR A FIVE (5) YEAR TERM EXTENSION PURSUANT TO ARTICLE 6 OF THE IGA

WHEREAS, the City of Sandy Springs ("COSS") and the City of Johns Creek ("COJC") have made and entered into that certain Intergovernmental Agreement for the Activation of The Joint Public Safety and Judicial Facilities Authority for the Cities of Sandy Springs, Georgia and Johns Creek, Georgia (operating as "Chatcomm") for the provision of 911 communications services in the Cities of Sandy Springs and Johns Creek ("IGA"), dated October 27, 2008; and

WHEREAS, the IGA provides at Article 6 that the initial term of the IGA shall be five (5) years, commencing November 1, 2008 and ending on July 1, 2014; and

WHEREAS, Article 6 of the IGA further provides that the term of the IGA may be renewed by the Participating Cities (as defined in the IGA) in additional terms of five (5) years each upon resolutions of the governing bodies of each city; and

WHEREAS, COSS and COJC are currently the only Participating Cities under the IGA; and

WHEREAS, COSS and COJC now desire to renew the IGA for an additional five (5) year period upon the same terms, except for amendment to Article 3 as set forth herein, as the initial five (5) year period, with no right of cancellation by either party prior to the end of the five (5) year period, as provided in Article 6 of the IGA;

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Johns Creek, as follows:

1. The Mayor and Council hereby amend Article 3 of the IGA by striking the current Article 3 and replacing it with the terms as set forth below:

"**Article 3**
GOVERNANCE OF AUTHORITY

Control and management of the Authority shall be vested in a board of directors whose members shall be residents of the respective Participating Cities. Each Participating City shall appoint one director to the board of directors of the Authority; such director shall be nominated by the Mayor and confirmed by the City Council of the respective Participating City. The directors shall receive no

compensation for their services.

The board of directors shall make bylaws and establish rules and regulations for the governing of the Authority and may delegate to one or more of the officers, agents, and employees of the Authority such powers and duties as may be deemed necessary and proper. Bylaws and governance documents shall be subject to the mutual review and approval of the councils of all Participating Cities."

2. The Mayor and Council hereby approve renewal of the IGA for an additional five (5) year period upon the same terms, except for amendment to Article 3 as set forth herein, as the initial five (5) year period, with no right of cancellation by either party prior to the end of the five (5) year period, as provided in Article 6 of the IGA; and

3. The City Manager and City Attorney are hereby authorized to take any and all actions deemed appropriate to effectuate the intent of this resolution.

So Resolved, Approved and Adopted, this the 24th day of March, 2014

Approved:

Michael E. Bodker, Mayor

Attest:

Joan C. Jones, City Clerk

Approved As To Form:

William F. Riley, City Attorney

THIRD AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR THE ACTIVATION OF THE JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE CITIES OF SANDY SPRINGS, GEORGIA AND JOHNS CREEK, GEORGIA FOR THE PROVISION OF 911 COMMUNICATIONS SERVICES IN THE CITIES OF SANDY SPRINGS AND JOHNS CREEK

THIS THIRD AMENDMENT ("Amendment") is entered into by and between the **CITY OF SANDY SPRINGS, GEORGIA**, a body politic and corporate and a political subdivision of the State of Georgia ("COSS"), and the **CITY OF JOHNS CREEK, GEORGIA**, body politic and corporate and a political subdivision of the State of Georgia ("COJC") (collectively the "Participating Cities"), this _____ day of July, 2019, and amends that certain **INTERGOVERNMENTAL AGREEMENT FOR THE ACTIVATION OF THE JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE CITIES OF SANDY SPRINGS, GEORGIA AND JOHNS CREEK, GEORGIA FOR THE PROVISION OF 911 COMMUNICATIONS SERVICES IN THE CITIES OF SANDY SPRINGS AND JOHNS CREEK** ("Agreement"), entered into on October 27, 2008.

WHEREAS, in December, 2010, the Participating Cities entered into a first amendment to the Agreement for the purpose of specifying the terms and conditions for supplemental financial contributions to the Authority; and

WHEREAS, in February, 2014, the Participating Cities entered into an additional amendment to the Agreement for the purpose of extending the initial term of the Agreement for five (5) years, ending on July 1, 2019, pursuant to the provisions of Article 6 of the Agreement; and

WHEREAS, the Participating Cities now desire to amend Article 4 of the Agreement regarding capitalization and pledged revenues of the Authority of the Authority to provide for compensation and consideration to be based on 2020 numbers and based on three (3) years call volume (2016-2018) with three percent (3%) annual escalator years 2021-2024, as shown on Exhibit A attached hereto; and

WHEREAS, the Participating Cities further desire to extend the term of the Agreement for an additional five (5) years, ending on July 1, 2024, pursuant to the provisions of Article 6 of the Agreement; and

WHEREAS, the Participating Cities have authorized the execution of this Amendment through appropriate resolutions adopted by their governing bodies;

NOW, THEREFORE, in consideration of the following mutual obligations, the Participating Cities hereby agree to amend the Agreement, effective July 1, 2019, as follows:

A. At the end of **ARTICLE 4** entitled "**CAPITALIZATION AND PLEDGED REVENUE**", add the following provisions:

4.4 Compensation and consideration for COJC and COSS shall be based on 2020 numbers and based upon three (3) years call volume (2016-2018) with three percent (3%) annual escalator years 2021-2024 (See Exhibit A).

4.5 COJC and COSS shall share any compensation surplus or short fall equally as follows:

Fifty percent (50%) to COJC and fifty percent (50%) to COSS.

B. **ARTICLE 6** entitled "**TERM OF AGREEMENT**" is deleted in its entirety and replaced with the following:

The initial term of this Agreement shall commence on November 1, 2008 and end at 24:00 hours on July 1, 2024. The Participating Cities understand and agree that this Agreement may not be cancelled by any party prior to the end of the term described above for any reason. This Agreement may be renewed by the Participating Cities in additional terms of five (5) years each upon resolutions of the governing bodies of each city.

[signature page for Third Amendment]

IN WITNESS WHEREOF, the Participating Cities, acting by and through their duly authorized officers, have caused this Third Amendment to be executed under their respective seals.

CITY OF SANDY SPRINGS, GEORGIA

By: _____
Mayor Rusty Paul

Date: 7/29/19

ATTEST:

_____
City Clerk

CITY OF JOHNS CREEK, GEORGIA

By: _____
Mayor Michael Bodker

Date: 7/24/19

(SEAL)

ATTEST:

_____
City Clerk

Consented to by:

JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE CITIES OF SANDY SPRINGS, GEORGIA AND JOHNS CREEK, GEORGIA

By: _____
Chairman Wendell Willard

July 30, 2019

(SEAL)

ATTEST:

_____
Secretary

EXHIBIT A
CHATTAHOOCHEE RIVER 911 AUTHORITY FY 2020 - FY 2024
PROPOSED BUDGET

CHATTAHOOCHEE RIVER 911 AUTHORITY
FY 2020 - FY 2024 PROPOSED BUDGET

REVENUES:			2019 Budget	2020 Budget	2021 Budget	2022 Budget	2023 Budget	2024 Budget
86030	336022	CITY OF BROOKHAVEN SUBSCP	1,075,000	1,306,651	1,345,851	1,386,226	1,427,813	1,470,647
86030	336021	CITY OF DUNWOODY SUBSCP	1,125,000	1,198,616	1,234,574	1,271,611	1,309,760	1,349,052
		CITY OF DUNWOODY E911 PAYMENT	0	100,000	0	0	0	0
86030	336020	JOHNS CREEK E911 FEES	1,650,000	1,794,583	1,848,420	1,903,873	1,960,989	2,019,819
86030	336050	SANDY SPRINGS E911 FEES	2,950,000	3,030,101	3,121,004	3,214,634	3,311,073	3,410,405
86030	336090	JOHNS CREEK SUPPLEMENT	81,834	0	(46,989)	164,595	(147,209)	(186,376)
86030	336091	SANDY SPRINGS SUPPLEMENT	134,666	0	(46,989)	164,595	(147,209)	(186,376)
86030	381000	RENTAL INCOME	27,227	0	0	0	0	0
		TOTAL REVENUES	**7,043,728**	**7,429,950**	**7,455,869**	**8,105,534**	**7,715,216**	**7,877,172**

EXPENDITURES:			2019 Budget	2020 Budget	2021 Budget	2022 Budget	2023 Budget	2024 Budget
8603810	521201	iXP BASE CONTRACT	6,425,928	6,924,250	6,802,972	7,441,731	7,040,220	7,190,691
8603810	521210	PROF SVCS-AUDIT	12,000	12,000	12,000	12,000	12,000	12,000
8603810	521250	PROF SVCS-LEGAL	27,600	27,600	27,600	27,600	27,600	27,600
8603810	521275	MEDICAL DIRECTION	72,000	72,000	72,000	72,000	72,000	72,000
8603810	521300	TECHNICAL SERVICES	72,000	72,000	72,000	72,000	72,000	72,000
8603810	523100	LIABILITY INSURANCE	80,000	82,400	84,872	87,418	90,041	92,742
8603810	523900	TRUNKING CHARGES	0	0	0	0	0	0
8603810	523200	RENT	319,200	189,700	334,425	342,786	351,355	360,139
8603810	542400	CAPITAL EQUIPMENT	0	0	0	0	0	0
8603810	579000	CONTINGENCY	35,000	50,000	50,000	50,000	50,000	50,000
		TOTAL EXPENDITURES	**7,043,728**	**7,429,950**	**7,455,869**	**8,105,534**	**7,715,216**	**7,877,172**
NET CHANGE IN FUND BALANCE			**0**	**0**	**0**	**0**	**0**	**0**
FUND BALANCE BEGINNING OF YEAR			**0**	**0**	**0**	**0**	**0**	**0**
FUND BALANCE END OF YEAR			**0**	**0**	**0**	**0**	**0**	**0**

3-Year Call Volume
3% Annual Escalator

FOURTH AMENDMENT
TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF SANDY SPRINGS
AND
THE CITY OF JOHNS CREEK
FOR
THE ACTIVATION OF THE JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY ANDTHE PROVISION OF 911 COMMUNICATIONS SERVICES

THIS FOURTH AMENDMENT ("Fourth Amendment") to that certain agreement dated October 27, 2008 by and between the CITY OF SANDY SPRINGS, GEORGIA, a Georgia municipal corporation ("COSS") and the CITY OF JOHNS CREEK, GEORGIA, a Georgia municipal corporation ("COJC") (collectively the "Participating Cities"), is entered into by the Participating Cities and shall be effective the day is shall have been executed by the Participating Cities (the "Effective Date").

WHEREAS, in December 2010, the Participating Cities entered into the First Amendment to the Intergovernmental Agreement (the "Agreement") for the purpose of specifying the terms and conditions for supplemental financial contributions to the Joint Public Safety and Judicial Facilities Authority for the Cities of Sandy Springs and Johns Creek (the "Authority"); and

WHEREAS, in February 2014, the Participating Cities entered into the Second Amendment to the Agreement for the purpose of extending the initial term of the Agreement for five (5) additional years, ending on July 1, 2019, pursuant to the provisions of Article 6 of the Agreement; and

WHEREAS, in July 2019, the Participating Cities entered into the Third Amendment to the Agreement regarding capitalization and pledged revenues of the Authority and for the purpose of extending the initial term of the Agreement for five (5) additional years, ending on July 1, 2024, pursuant to the provisions of Article 6 of the Agreement; and

WHEREAS, the Participating Cities now desire to amend Article 4 of the Agreement regarding capitalization and pledge revenue of the Authority to provide for compensation and consideration to be based on 2023 numbers and based on three (3) years call volume (2019, 2022-2023) with three percent (3%) annual escalator years 2026-2029, as shown in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, the Participating Cities further desire to extend the term of the Agreement for an additional five (5) years, ending on July 1, 2029, pursuant to the provisions of Article 6 of the Agreement; and

WHEREAS, the Participating Cities have authorized the execution of this Amendment through appropriate resolutions adopted by their governing bodies.

NOW, THEREFORE, in consideration for the following mutual obligations set forth below, and other good and valuable consideration, the adequacy of which is hereby acknowledged, the Participating Cities herby agree as follows: as follows:

AMENDMENT TO ARTICLE 4. Article 4 (Paragraph 4) of the Agreement entitled "Capitalization and Pledged Revenue" is hereby AMENDED as follows:

CAPITALIZATION AND PLEDGED REVENUE (PARAGRAPH 4).

Compensation and consideration for COJC and COSS shall be based on 2023 numbers and based upon three (3) years call volume (2019, 2022-2023) with three percent (3%) annual escalator years 2026-2029 (See Exhibit "A").

AMENDMENT TO ARTICLE 6. Article 6 of the Agreement entitled "Term of Agreement" is hereby AMENDED as follows:

This Agreement shall be effective for an initial term (the "Initial Term") commencing at midnight on the 1st day of November, 2008, and termination at midnight on the 1st day of July, 2029. The Participating Cities understand and agree that this Agreement may not be cancelled by any party prior to the end of the term described above for any reason. This Agreement shall be renewed by the Participating Cities in additional terms of five (5) years each upon resolutions of the governing bodies of each Party.

I. **NON-ASSIGNABILITY.** Participating Cities to this Agreement shall not assign any of the obligations or benefits of the Agreement.

II. **ENTIRE AGREEMENT.** The Participating Cities acknowledge, one to the other, that the terms of this Agreement constitutes the entire understanding and agreement of the Participating Cities regarding the subject matter of this Agreement.

III. **AMENDMENT.** This Agreement may be modified at any time upon mutual written consent by resolution of the councils of the of Participating Cities.

IV. **SEVERABILITY.** If a court of competent jurisdiction renders any provisions of this Agreement (or any portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion were not part of this Agreement.

V. **BINDING EFFECT.** This Agreement shall inure to the benefit of, and be binding upon, the respective Participating Cities' successors, heirs and assigns.

{SIGNATURE PAGE TO FOLLOW}

IN WITNESS WHEREOF, the Participating Cities, acting by and through their duly authorized officers, have caused this Fourth Amendment to be executed under their respective seals.

CITY OF SANDY SPRINGS, GEORGIA

By: _____
Russell K. Paul, Mayor

_____
Date of Execution

ATTEST:

By: _____
Raquel D. González, City Clerk

{SEAL}

APPROVED AS TO FORM:

By: _____
Daniel W. Lee, City Attorney

CITY OF JOHNS CREEK, GEORGIA

By: _____
John Bradberry, Mayor

_____
Date of Execution

ATTEST:

By: _____
Allison Tarpley, City Clerk

{SEAL}

By: _____
City Attorney

CONSENTED TO BY:

JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE CITIES OF SANDY SPRINGS, GEORGIA AND JOHNS CREEK, GEORGIA

By: _____

_____
Date of Execution

Name: _____

Title: _____

ATTEST:

By: _____
{SEAL}

EXHIBIT A
CHATTAHOOCHEE RIVER 911 AUTHORITY FY2026-2029
PROPOSED BUDGET

Chattahoochee River 911 Authority
CHATCOMM

FISCAL YEAR 2025

PROPOSED BUDGET

Exhibit A

Chattahoochee River 911 Authority

FY 2025 PROPOSED BUDGET

REVENUES:			2020 Actual	2021 Actual	2022 Actual	2023 Actual	2024 Projected	2020 Budget	2021 Budget	2022 Budget	2023 Budget	2024 Budget	2025 Proposed Budget	% of Change
86030	336020	JOHNS CREEK E911 FEES	1,920,509	1,934,408	1,900,614	2,084,971	1,984,709	1,794,585	1,848,420	1,903,873	1,960,989	2,019,819	2,487,759	23.167%
86030	336021	CITY OF DUNWOODY SUBSCRIPTION	1,286,347	1,231,578	1,234,574	1,309,759	1,349,052	1,292,480	1,234,574	1,271,611	1,309,759	1,349,052	1,606,546	19.087%
86030	336031	CITY OF BROOKHAVEN SUBSCRIPTION	1,268,042	1,345,851	1,386,226	1,427,813	1,470,647	1,287,345	1,345,851	1,386,226	1,427,813	1,470,647	2,291,309	55.803%
86030	336050	SANDY SPRINGS E911 FEES	3,210,630	3,424,230	2,999,171	3,993,901	3,791,528	3,030,100	3,121,003	3,214,634	3,311,073	3,410,405	4,045,475	18.622%
86030	336090	JOHNS CREEK SUPPLEMENT	-	-	-	-	-	13,470	(60,603)	164,595	(38,490)	192,556	0.00	-100.00%
86030	336091	SANDY SPRINGS SUPPLEMENT	-	-	-	-	-	13,470	(60,603)	164,595	(57,350)	300,915	0.00	-100.00%
86030	381000	RENTAL INCOME	24,958	27,227	27,227	27,227	27,227	-	27,227	-	27,227	27,227	27,227	0.000%
		TOTAL REVENUES	**7,710,486**	**7,963,294**	**7,547,812**	**8,843,672**	**8,623,163**	**7,431,450**	**7,455,869**	**8,105,534**	**7,941,021**	**8,770,622**	**10,458,316**	**19.243%**

EXPENDITURES:			2020 Actual	2021 Actual	2022 Actual	2023 Actual	2024 Projected	2020 Budget	2021 Budget	2022 Budget	2023 Budget	2024 Budget	2025 Proposed Budget	% of Change
8603810	521200	iXP BASE CONTRACT	6,960,682	7,095,731	7,049,006	5,612,983	5,739,080	6,924,250	6,811,176	7,441,731	5,612,983	5,905,245	6,221,520	5.356%
8603810	521201	PROF SVCS-TECHNICAL	-	56,220	-	1,906,769	2,047,766	-	-	-	1,679,740	2,117,700	3,535,902	66.969%
8603810	521210	PROF SVCS-AUDIT	12,770	14,655	14,285	20,925	29,810	13,500	12,000	12,000	15,000	30,000	35,000	16.667%
8603810	521250	PROF SVCS-LEGAL	36,737	35,675	16,186	13,000	7,489	27,600	27,600	27,600	25,000	27,600	30,000	8.696%
8603810	521275	MEDICAL DIRECTION	71,061	73,726	75,857	81,282	84,347	72,000	72,000	72,000	80,000	86,375	92,781	7.417%
8603810	521300	TECHNICAL SERVICES	77,216	71,249	71,249	71,249	71,249	72,000	72,000	72,000	72,000	72,000	-	-100.000%
8603810	522310	BUILDING OPERATING LEASE	174,168	378,999	338,346	382,460	392,681	189,700	334,425	342,785	351,355	392,268	402,365	2.574%
8603810	523100	LIABILITY INSURANCE	76,805	54,880	55,518	59,326	66,027	82,400	84,872	87,418	53,743	66,634	75,747	13.676%
8603810	523955	BANK SERVICE FEES	-	479	3,082	3,728	4,014	-	-	-	3,600	4,800	5,000	4.167%
8603810	531100	GEN SUPPLIES & MATERIALS	13,718	5,409	908	4,295	1,450	-	-	-	5,000	5,000	10,000	100.00%
8603810	579000	CONTINGENCY	-	-	1,758	1,758	-	50,000	41,796	50,000	42,600	63,000	50,000	-20.635%
		TOTAL EXPENDITURES	**7,423,157**	**7,787,023**	**7,626,195**	**8,157,774**	**8,443,912**	**7,431,450**	**7,455,869**	**8,105,534**	**7,941,021**	**8,770,622**	**10,458,316**	19.243%
NET CHANGE IN FUND BALANCE			**287,330**	**176,271**	**(78,383)**	**685,898**	**179,250**	**-**	**-**	**-**	**-**	**-**	**-**	
FUND BALANCE BEGINNING OF YEAR			**57,464**	**344,794**	**521,065**	**1,343,381**	**2,068,226**							
FUND BALANCE END OF YEAR			**344,794**	**521,065**	**442,682**	**2,029,279**	**2,247,476**							

City	2019 Call Volume	2022 Call Volume	2023 Call Volume	Call Volume Average
JOHNS CREEK SUPPLEMENT	36.64%	40.16%	39.61%	38.09%
SANDY SPRINGS SUPPLEMENT	63.36%	59.84%	60.39%	61.91%
JOHNS CREEK CALL VOLUME	21.84%	24.78%	24.04%	23.89%
SANDY SPRINGS CALL VOLUME	37.77%	36.92%	36.66%	38.84%
DUNWOOODY CALL VOLUME	16.00%	14.21%	14.65%	15.36%
BROOKHAVEN CALL VOLUME	24.39%	24.09%	24.64%	21.91%
TOTAL	**100.00%**	**100.00%**	**100.00%**	**100.00%**

INTERGOVERNMENTAL AGREEMENT
FOR THE ACTIVATION OF THE
JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE CITIES OF SANDY SPRINGS, GEORGIA AND JOHNS CREEK, GEORGIA
FOR THE PROVISION OF 911 COMMUNICATIONS SERVICES IN THE CITIES OF SANDY SPRINGS AND JOHNS CREEK

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement"), is entered into by and between the City of Sandy Springs, Georgia ("COSS") and the City of Johns Creek, Georgia ("COJC"), this 27th day of October, 2008.

WHEREAS, COSS is a municipality created by the 2005 Georgia General Assembly pursuant to House Bills 36 and 37 (the "COSS HB"); and

WHEREAS, COJC is a municipality created by the 2006 Georgia General Assembly pursuant to House Bill 1321 (the "COJC HB"); and

WHEREAS, the COSS HB and the COJC HB each provide the respective cities a transition period before they must assume and exercise all powers of a municipality; and

WHEREAS, the COSS HB and the COJC HB each provide that where a particular tax, fee, assessment, fine, forfeiture, or other amount collected is specifically related to the provision of a particular government service or function by Fulton County, Georgia (the "County"), the service or function shall continue to be provided by the County during the transition period contingent upon payment by COSS or COJC of the actual cost of providing such service or function unless otherwise provided in a written agreement between the new city and the County; and

WHEREAS, the Georgia Constitution, Article IX, § 2, ¶ 3, except as otherwise provided by law, prohibits cities and counties from exercising governmental authority within each other's boundaries except by intergovernmental agreement; and

WHEREAS, in December of 2005, COSS entered into an Intergovernmental Agreement (the "COSS 911 IGA") with the County to provide a public safety answering point within the boundaries of COSS, which established the cost of enhanced 911 emergency call reception and public safety dispatch services to be provided by the County; and

WHEREAS, the County continues to provide 911 communications services to COSS pursuant to the terms of the COSS 911 IGA, which will terminate on December 31, 2008, unless extended by the parties thereto; and

WHEREAS, in November of 2006, COJC entered into an Intergovernmental Agreement (the "COJC 911 IGA") with Fulton County, Georgia (the "County") to provide a public safety answering point within the boundaries of COJC, which established the cost of enhanced 911 emergency call reception and public safety dispatch services to be provided by the County; and

WHEREAS, the County continues to provide 911 communications services to COJC pursuant to the terms of the COJC 911 IGA, which will terminate on December 1, 2008, unless extended by the parties thereto; and

WHEREAS, COSS and COJC each desire to assume and exercise all municipal powers with respect to 911 communications services within their respective corporate boundaries at the expiration of the COSS 911 IGA and the COJC 911 IGA and have determined that it is in their best interests to provide such services as a joint effort; and

WHEREAS, COSS and COJC desire to create a joint public safety and judicial facilities authority pursuant to the provisions of O.C.G.A. § 36-75-1, et seq. (the "War on Terrorism Local Assistance Act" or the "Act"), for the purpose of creating, owning, and placing into operation facilities to be used for 911 communications services for COSS and COJC; and

WHEREAS, COSS and COJC anticipate that additional municipalities may desire to participate in the Authority and the services offered by the 911 Center and to accept the terms of the Agreement and its obligations (COSS and COJC, together with any other municipalities who hereinafter become parties to this Agreement, are herein referred to collectively as "Participating Cities"); and

WHEREAS, the Participating Cities desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the Participating Cities have authorized the execution of this Agreement through appropriate resolutions adopted by their governing bodies;

NOW, THEREFORE, in consideration of the following mutual obligations, the Participating Cities hereby agree as follows:

ARTICLE 1

PURPOSE AND INTENT

The purpose of this Agreement is to establish the intent of the Participating Cities to create a joint public safety and judicial facilities authority to be known as "The Joint Public Safety and Judicial Facilities Authority for the Cities of Sandy Springs, Georgia and Johns Creek, Georgia", doing business as the Chattahoochee River 911 Authority (the "Authority") for the purpose of providing 911 communications services within the corporate boundaries of COSS and COJC.

ARTICLE 2

EMERGENCY COMMUNICATIONS SERVICE

The Authority will operate a joint consolidated public safety answering point in its emergency communications center (the "911 Center") on a 24-hour basis, 365 days per year, from which the services contemplated under this Agreement will be rendered initially for COSS and COJC. All matters relating to the acquisition of equipment and facilities and the operation of the 911 Center shall be determined by the Authority's board of directors as provided herein.

In the event other municipalities desire to join the Authority and to accept the terms and become a party to this Agreement in order to be served by the 911 Center, it may do so by action of the Board of Directors and resolutions of the councils of all Participating Cities.

ARTICLE 3

GOVERNANCE OF AUTHORITY

Control and management of the Authority shall be vested in a board of directors whose members shall be residents of the respective Participating Cities. The initial directors of the Authority shall be the City Manager of COSS, if he is a resident of COSS and if not, his designee, and the City Manager of COJC, if he is a resident of COJC and if not, his designee. The directors shall receive no compensation for their services.

The board of directors shall make bylaws and establish rules and regulations for the governing of the Authority and may delegate to one or more of the officers, agents, and employees of the Authority such powers and duties as may be deemed necessary and proper. Bylaws and governance documents shall be subject to the mutual review and approval of the councils of all Participating Cities.

ARTICLE 4

CAPITALIZATION AND PLEDGED REVENUES

The amount of capital with which the Authority shall begin operation is three million five hundred thousand dollars ($3,500,000). Initial capitalization shall be in the form of loans from each city to the Authority in the following amounts:

Amount	Responsible Party
$2,500,000	COSS
$1,000,000	COJC

To secure the 911 communication services to be rendered pursuant to this Agreement, the Participating Cities hereby agree to pledge to the Authority all revenue received for the monthly 911 charge upon each wired and wireless telephone subscriber served by the Authority's 911 communications service (the "Pledged Revenues"), as provided by O.C.G.A. § 46-5-134 for the operation of the 911 Center. The Participating Cities understand and agree that the Pledged Revenues are necessary for the payment of all liabilities of the Authority; therefore, the Pledged Revenues may not be repealed, revoked, rescinded or otherwise removed during the initial term of this Agreement, or any renewal term. Pledged Revenues shall be remitted to the Authority within ten (10) days of receipt by the Participating City.

Revenues of the Authority in excess of amounts necessary for the payment of all other liabilities shall be used at the direction of the Board of Directors to repay amounts loaned to the Authority by the Participating Cities for capitalization on a pro rata basis.

In the event the Authority shall need additional capital, it shall submit verification of need to the councils of all Participating Cities and obtain approval of such additional

capital by resolution from all councils. Any additional capital approved by all councils shall be contributed by the Participating Cities in equal shares in such form as determined by the Board of Directors to be in the best interest of the Authority.

ARTICLE 5

RETAINED POWERS OF CITIES

Each Participating City shall retain responsibility and authority for its operational departments and for such equipment and services as are required at its place of operation to interconnect to the 911 Center's operations.

ARTICLE 6

TERM OF AGREEMENT

The initial term of this Agreement is for five (5) years, commencing November 1, 2008 and ending on July 1, 2014. The Participating Cities understand and agree that this Agreement may not be cancelled by any party prior to the end of the five (5) year term described above for any reason. This Agreement may be renewed by the Participating Cities in additional terms of five (5) years each upon resolutions of the governing bodies of each city.

ARTICLE 7

NON-ASSIGNABILITY

Participating Cities to this Agreement shall not assign any of the obligations or benefits of this Agreement.

ARTICLE 8

ENTIRE AGREEMENT

The Participating Cities acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the Participating Cities regarding the subject matter of the Agreement.

ARTICLE 9

AMENDMENT

This Agreement may be modified at any time upon mutual written consent by resolutions of the councils of the Participating Cities.

ARTICLE 10

SEVERABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or any portion of a provision) to be invalid or otherwise unenforceable, that provision or

portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion were not part of this Agreement.

ARTICLE 11

BINDING EFFECT

This Agreement shall inure to the benefit of, and be binding upon, the respective Participating Cities' successors, heirs and assigns.

ARTICLE 12

COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Participating Cities have executed this Agreement through their duly authorized officers on the day and year first above written.

CITY OF SANDY SPRINGS, GEORGIA

Eva Galambos, Mayor

ATTEST:

City Clerk

(SEAL)

Approved as to form:

Wendell K. Willard, City Attorney

John McDonough, City Manager

CITY OF JOHNS CREEK, GEORGIA

Michael E. Bodker, Mayor

ATTEST:

City Clerk

(SEAL)

Approved as to form:

William F. Riley, City Attorney

John Kachmar, City Manager

STATE OF GEORGIA
CITY OF SANDY SPRINGS

RESOLUTION NO: 2008-10-52

RESOLUTION TO ACTIVATE THE JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE CITY OF SANDY SPRINGS AND THE CITY OF JOHNS CREEK, TO APPOINT A BOARD OF DIRECTORS, TO APPROVE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITIES, AND TO PROVIDE FOR FILING OF DOCUMENTS WITH THE GEORGIA SECRETARY OF STATE AND THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS PURSUANT TO O.C.G.A. § 36-75-1, ET SEQ.

WHEREAS, pursuant to O.C.G.A. § 36-75-1, et seq. (the "War on Terrorism Local Assistance Act" or the "Act"), a public body corporate and politic, to be known as the "public safety and judicial facilities authority", is created in and for each county and municipal corporation in the State of Georgia for nonprofit and public purposes; and

WHEREAS, pursuant to the Act a public safety and judicial facilities authority (an "authority") may be activated to acquire, construct, improve, or modify, to place into operation, and to operate or cause to be placed into operation, either as owner of all or any part in common with others, a project or projects, which is defined in the Act as the acquisition, construction, equipping, operation, maintenance, and repairing of county or municipal corporation judicial, detention, or public safety facilities, including facilities used or to be used by or in direct support of management and operation of homeland security, police, fire, rescue, and emergency medical services; and

WHEREAS, the Act provides that any number of counties or municipal corporations or a combination of counties and municipal corporations may jointly form an authority to be known as a "joint public safety and judicial facilities authority" for such counties or municipal corporations or both; and

WHEREAS, the City of Sandy Springs ("Sandy Springs") and the City of Johns Creek ("Johns Creek") have been working together to evaluate the possibility of forming a multi-jurisdictional 9-1-1 system and now desire to move forward together in the creation of a joint public safety and judicial facilities authority as provided in the Act for the purpose of creating and implementing a 9-1-1 system to serve the needs of both municipal corporations; and

WHEREAS, the Act provides that before a joint authority may transact any business or exercise any powers, it must be activated by proper ordinance or resolution of each county and municipal corporation involved, each declaring the need for an authority to function in their city and each declaring that such jurisdiction is at the time of the ordinance or resolution imposing a sales tax levied for the purposes of a metropolitan area system of public transportation; and

WHEREAS, the Act further provides that before a joint authority may transact any business or exercise any powers, it must approve an agreement with the other counties or municipal corporations for the activation of an authority and such agreement is executed; and

WHEREAS, the Act provides that control and management of an authority shall be vested in a board of directors whose members shall be residents of the county or municipal corporation, to be appointed by resolution of the governing authority of the county or municipal corporation for a term of four (4) years; and

WHEREAS, the Act provides that a copy of the activating resolution of the governing authority of the county or municipal corporation shall be filed with the Georgia Secretary of State and the Georgia Department of Community Affairs;

NOW THEREFORE, BE IT RESOLVED by the City Council of Sandy Springs as follows:

1. There is hereby determined and declared to be a present and future need for a public safety and judicial facilities authorityto function in Sandy Springs; and

2. Sandy Springs is at the time of this resolution imposing a sales tax levied for the purposes of a metropolitan area system of public transportation; and

3. The individuals listed on the attached Exhibit "A" are hereby appointed to the initial Board of Directors for the joint authority to be created for Sandy Springs and Johns Creek; and

4. The execution, delivery, receipt and due performance of the Intergovernmental Agreement for the Activation of the Joint Public Safety and Judicial Facilities Authority for the Cities of Sandy Springs, Georgia and Johns Creek, Georgia for the Provision of 911 Communications Services in the Cities of Sandy Springs and Johns Creek (the "Agreement") in substantially the form attached hereto as Exhibit "B", and any other certificates or documents as may be required to be executed, delivered, or received in connection with the creation of a 911 system are hereby authorized in order to carry out, give effect to, and consummate the transactions contemplated by the Agreement ; and

5. The City Manager and the City Attorney are hereby authorized to file appropriate documents with the Georgia Secretary of State and the Georgia Department of Community Affairs and to take any and all actions as may be necessary to activate the joint authority and to carry out the terms of the Agreement pursuant to the provisions of the Act.

APPROVED AND ADOPTED this 21st day of October, 2008.

Approved:

Eva Galambos

Eva Galambos, Mayor

Attest:

Tracy Tye

Tracy Tye, Acting City Clerk

(Seal)

EXHIBIT "A"

INITIAL BOARD OF DIRECTORS
FOR JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY

John McDonough, City Manager of City of Sandy Springs, if he is a resident of the City of Sandy Springs and if not, his designee

John Kachmar, City Manager of City of Johns Creek, if he is a resident of the City of Johns Creek and if not, his designee

EXHIBIT "B"

INTERGOVERNMENTAL AGREEMENT
FOR THE ACTIVATION OF THE
JOING PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE
CITIES OF SANDY SPRINGS, GEORGIA AND JOHNS CREEK, GEORGIA
FOR THE PROVISION OF 911 COMMUNICATIONS SERVICES INN
THE CITIES OF SANDY SPRINGS AND JOHNS CREEK
(attached)

RESOLUTION TO ACTIVATE THE JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE CITY OF SANDY SPRINGS AND THE CITY OF JOHNS CREEK, TO APPOINT A BOARD OF DIRECTORS, TO APPROVE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITIES, AND TO PROVIDE FOR FILING OF DOCUMENTS WITH THE GEORGIA SECRETARY OF STATE AND THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS PURSUANT TO O.C.G.A. § 36-75-1, ET SEQ.

WHEREAS, pursuant to O.C.G.A. § 36-75-1, et seq. (the "War on Terrorism Local Assistance Act" or the "Act"), a public body corporate and politic, to be known as the "public safety and judicial facilities authority", is created in and for each county and municipal corporation in the State of Georgia for nonprofit and public purposes; and

WHEREAS, pursuant to the Act a public safety and judicial facilities authority (an "authority") may be activated to acquire, construct, improve, or modify, to place into operation, and to operate or cause to be placed into operation, either as owner of all or any part in common with others, a project or projects, which is defined in the Act as the acquisition, construction, equipping, operation, maintenance, and repairing of county or municipal corporation judicial, detention, or public safety facilities, including facilities used or to be used by or in direct support of management and operation of homeland security, police, fire, rescue, and emergency medical services; and

WHEREAS, the Act provides that any number of counties or municipal corporations or a combination of counties and municipal corporations may jointly form an authority to be known as a "joint public safety and judicial facilities authority" for such counties or municipal corporations or both; and

WHEREAS, the City of Sandy Springs ("Sandy Springs") and the City of Johns Creek ("Johns Creek") have been working together to evaluate the possibility of forming a multi-jurisdictional 9-1-1 system and now desire to move forward together in the creation of a joint public safety and judicial facilities authority as provided in the Act for the purpose of creating and implementing a 9-1-1 system to serve the needs of both municipal corporations; and

WHEREAS, the Act provides that before a joint authority may transact any business or exercise any powers, it must be activated by proper ordinance or resolution of each county and municipal corporation involved, each declaring the need for an authority to function in their city and each declaring that such jurisdiction is at the time of the ordinance or resolution imposing a sales tax levied for the purposes of a metropolitan area system of public transportation; and

WHEREAS, the Act further provides that before a joint authority may transact any business or exercise any powers, it must approve an agreement with the other counties or municipal corporations for the activation of an authority and such agreement is executed; and

WHEREAS, the Act provides that control and management of an authority shall be vested in a board of directors whose members shall be residents of the county or municipal corporation, to be appointed by resolution of the governing authority of the county or municipal corporation for a term of four (4) years; and

WHEREAS, the Act provides that a copy of the activating resolution of the governing authority of the county or municipal corporation shall be filed with the Georgia Secretary of State and the Georgia Department of Community Affairs;

NOW THEREFORE, BE IT RESOLVED by the City Council of Johns Creek as follows:

1. There is hereby determined and declared to be a present and future need for a public safety and judicial facilities authority to function in Johns Creek; and

2. Johns Creek is at the time of this resolution imposing a sales tax levied for the purposes of a metropolitan area system of public transportation; and

3. The individuals listed on the attached Exhibit "A" are hereby appointed to the initial Board of Directors for the joint authority to be created for Sandy Springs and Johns Creek; and

4. The execution, delivery, receipt and due performance of the Intergovernmental Agreement for the Activation of the Joint Public Safety and Judicial Facilities Authority for the Cities of Sandy Springs, Georgia and Johns Creek, Georgia for the Provision of 911 Communications Services in the Cities of Sandy Springs and Johns Creek (the "Agreement") in substantially the form attached hereto as Exhibit "B", and any other certificates or documents as may be required to be executed, delivered, or received in connection with the creation of a 911 system are hereby authorized in order to carry out, give effect to, and consummate the transactions contemplated by the Agreement; and

5. The City Manager and the City Attorney are hereby authorized to file appropriate documents with the Georgia Secretary of State and the Georgia Department of Community Affairs and to take any and all actions as may be necessary to activate the joint authority and to carry out the terms of the Agreement pursuant to the provisions of the Act.

APPROVED AND ADOPTED THIS 27TH day of October, 2008.

Approved:

Michael E. Bodker, Mayor

Attest:

Joan C. Jones, City Clerk

EXHIBIT "A"

INITIAL BOARD OF DIRECTORS FOR JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY

John McDonough, City Manager of City of Sandy Springs, if he is a resident of the City of Sandy Springs and if not, his designee

John Kachmar, City Manager of City of Johns Creek, if he is a resident of the City of Johns Creek and if not, his designee

STATE OF GEORGIA
COUNTY OF FULTON

Resolution 2011-05-15

A RESOLUTION TO APPROVE THE FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR THE ACTIVATION OF THE JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE CITIES OF SANDY SPRINGS, GEORGIA AND JOHNS CREEK, GEORGIA

WHEREAS, the Cities of Sandy Springs, Georgia and Johns Creek, Georgia (hereinafter the "Cities") entered into that certain Intergovernmental Agreement for the Activation of the Joint Public Safety and Judicial Facilities Authority for the Cities of Sandy Springs, Georgia and Johns Creek, Georgia dated October 27, 2008 (the "IGA"); and

WHEREAS, the IGA was entered to provide for the formation of the Joint Public Safety and Judicial Facilities Authority for the Cities of Sandy Springs, Georgia and Johns Creek, Georgia, d/b/a Chattahoochee River 9-1-1 Authority (hereinafter the "Authority"), to perform emergency 9-1-1 call processing and dispatch services for the respective jurisdictions; and

WHEREAS, the Authority became operational on August 31, 2009, and has provided improved service resulting in markedly reduced public safety response times; and

WHEREAS, in the formation of the Authority, the Cities relied upon certain revenue projections for the collection of 9-1-1 telephone fees derived from an independent analysis of the fee structure and implementation of the fee in the jurisdictions; and

WHEREAS, the Cities' combined actual 9-1-1 telephone fee revenues collected by the Authority are anticipated to fall short of projections; and

WHEREAS, the Cities have committed to contributing additional funding on a pro-rata basis in order to assist the Authority in meeting its financial obligations; and

WHEREAS, the Authority is seeking authorization from the Mayor and Council to amend the IGA to incorporate provisions for both the amount of and remittance schedule for the aforementioned funds to the Authority; and

WHEREAS, the Mayor and City Council desire to enter the "First Amendment to Intergovernmental Agreement for the Activation of the Joint Public Safety and Judicial Facilities Authority for the Cities of Sandy Springs, Georgia and Johns Creek, Georgia," a copy of which is attached hereto and incorporated herein, in order to provide for such amendments; and

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Johns Creek that the First Amendment to Intergovernmental Agreement for the Activation of the Joint Public Safety and Judicial Facilities Authority for the Cities of Sandy Springs, Georgia and Johns Creek, Georgia is hereby approved and the Mayor is hereby authorized to execute same.

SO RESOLVED, this the 25th day of May, 2011.

Attest:

Joan C. Jones, City Clerk

Approved:

Michael E. Bodker, Mayor

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR THE ACTIVATION OF THE JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE CITIES OF SANDY SPRINGS, GEORGIA AND JOHNS CREEK, GEORGIA FOR THE PROVISION OF 911 COMMUNICATIONS SERVICES IN THE CITIES OF SANDY SPRINGS AND JOHNS CREEK

THE INTERGOVERNMENTAL AGREEMENT (the "Agreement"), entered into on October 27, 2008, by and between the **CITY OF SANDY SPRINGS, GEORGIA**, a political subdivision of the State of Georgia ("COSS"), and the **CITY OF JOHNS CREEK, GEORGIA**, a political subdivision of the State of Georgia ("COJC") (collectively, the "Participating Cities"), for the activation of the Joint Public Safety and Judicial Facilities Authority ("Authority") for the provision of 911 communications services in Sandy Springs and Johns Creek is hereby amended by the Participating Cities, effective October 27, 2008, as follows:

A. Article 4 entitled "**CAPITALIZATION AND PLEDGED REVENUES**" is amended to include the following:

4.1 Additional Financial Support. Because the Pledged Revenues, as defined herein, are not currently providing sufficient financial support for the payment of all liabilities of the Authority, the Participating Cities agree to provide additional financial support to the Authority as set forth herein. The Participating Cities agree to provide additional financial support to the Authority in the following proportionate shares: COSS agrees to provide sixty-five percent (65%) of the necessary additional financial support and COJC agrees to provide thirty-five percent (35%) of the necessary additional finandal support.

4.2 Annual Review of Shortfall and Utilization of Services. The basis for the distribution of the additional financial support to be provided by the Participating Cities as described herein is based upon the current utilization of Authority services by the respective Participating Cities. The Participating Cities agree to review annually the utilization of services provided by the Authority to the Participating Cities to ensure that the proportionate share of each Participating City as stated herein reflects its utilization. For purposes of this provision, "utilization of services" shall mean the combined volume of dispatched incidents and field-initiated activity across all public safety disciplines for the most recent twelve (12) month period. The Authority consents to provide to the Participating Cities a report of its projected annual shortfall by April 1 of each year that the Participating Cities contribute additional financial support to the Authority.

4.3 Payment Schedule. The Participating Cities agree that each shall deliver one-twelfth (1/12) of its annual contribution to the Authority on or before the 10th day of each month.

All other terms and conditions contained in the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Participating Cities, acting by and through their duly authorized officers, have caused this First Amendment to be executed under their respective seals.

CITY OF SANDY SPRINGS, GEORGIA

By: _____
Mayor Eva Galambos

Date: 5/31/2011

(SEAL)

ATTEST:

_____
City Clerk

CITY OF JOHNS CREEK, GEORGIA

By: _____
Mayor Michael Bodker

Date: 5-18-2011

ATTEST:

_____
City Clerk

Consented to by:

JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE CITIES OF SANDY SPRINGS, GEORGIA AND JOHNS CREEK, GEORGIA

By: _____
Chairman John Kachmar

ATTEST:

_____

STATE OF GEORGIA
COUNTY OF FULTON

RESOLUTION 2014-03-15

RESOLUTION TO AMEND AND APPROVE AN EXTENSION TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SANDY SPRINGS AND THE CITY OF JOHNS CREEK ("IGA") FOR THE PROVISION OF 911 COMMUNICATIONS SERVICES THROUGH CHATCOMM TO PROVIDE FOR A FIVE (5) YEAR TERM EXTENSION PURSUANT TO ARTICLE 6 OF THE IGA

WHEREAS, the City of Sandy Springs ("COSS") and the City of Johns Creek ("COJC") have made and entered into that certain Intergovernmental Agreement for the Activation of The Joint Public Safety and Judicial Facilities Authority for the Cities of Sandy Springs, Georgia and Johns Creek, Georgia (operating as "Chatcomm") for the provision of 911 communications services in the Cities of Sandy Springs and Johns Creek ("IGA"), dated October 27, 2008; and

WHEREAS, the IGA provides at Article 6 that the initial term of the IGA shall be five (5) years, commencing November 1, 2008 and ending on July 1, 2014; and

WHEREAS, Article 6 of the IGA further provides that the term of the IGA may be renewed by the Participating Cities (as defined in the IGA) in additional terms of five (5) years each upon resolutions of the governing bodies of each city; and

WHEREAS, COSS and COJC are currently the only Participating Cities under the IGA; and

WHEREAS, COSS and COJC now desire to renew the IGA for an additional five (5) year period upon the same terms, except for amendment to Article 3 as set forth herein, as the initial five (5) year period, with no right of cancellation by either party prior to the end of the five (5) year period, as provided in Article 6 of the IGA;

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Johns Creek, as follows:

1. The Mayor and Council hereby amend Article 3 of the IGA by striking the current Article 3 and replacing it with the terms as set forth below:

"**Article 3**
GOVERNANCE OF AUTHORITY

Control and management of the Authority shall be vested in a board of directors whose members shall be residents of the respective Participating Cities. Each Participating City shall appoint one director to the board of directors of the Authority; such director shall be nominated by the Mayor and confirmed by the City Council of the respective Participating City. The directors shall receive no

compensation for their services.

The board of directors shall make bylaws and establish rules and regulations for the governing of the Authority and may delegate to one or more of the officers, agents, and employees of the Authority such powers and duties as may be deemed necessary and proper. Bylaws and governance documents shall be subject to the mutual review and approval of the councils of all Participating Cities."

2. The Mayor and Council hereby approve renewal of the IGA for an additional five (5) year period upon the same terms, except for amendment to Article 3 as set forth herein, as the initial five (5) year period, with no right of cancellation by either party prior to the end of the five (5) year period, as provided in Article 6 of the IGA; and

3. The City Manager and City Attorney are hereby authorized to take any and all actions deemed appropriate to effectuate the intent of this resolution.

So Resolved, Approved and Adopted, this the 24th day of March, 2014

Approved:

Michael E. Bodker, Mayor

Attest:

Joan C. Jones, City Clerk

Approved As To Form:

William F. Riley, City Attorney

THIRD AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR THE ACTIVATION OF THE JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE CITIES OF SANDY SPRINGS, GEORGIA AND JOHNS CREEK, GEORGIA FOR THE PROVISION OF 911 COMMUNICATIONS SERVICES IN THE CITIES OF SANDY SPRINGS AND JOHNS CREEK

THIS THIRD AMENDMENT ("Amendment") is entered into by and between the **CITY OF SANDY SPRINGS, GEORGIA**, a body politic and corporate and a political subdivision of the State of Georgia ("COSS"), and the **CITY OF JOHNS CREEK, GEORGIA**, body politic and corporate and a political subdivision of the State of Georgia ("COJC") (collectively the "Participating Cities"), this _____ day of July, 2019, and amends that certain **INTERGOVERNMENTAL AGREEMENT FOR THE ACTIVATION OF THE JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE CITIES OF SANDY SPRINGS, GEORGIA AND JOHNS CREEK, GEORGIA FOR THE PROVISION OF 911 COMMUNICATIONS SERVICES IN THE CITIES OF SANDY SPRINGS AND JOHNS CREEK** ("Agreement"), entered into on October 27, 2008.

WHEREAS, in December, 2010, the Participating Cities entered into a first amendment to the Agreement for the purpose of specifying the terms and conditions for supplemental financial contributions to the Authority; and

WHEREAS, in February, 2014, the Participating Cities entered into an additional amendment to the Agreement for the purpose of extending the initial term of the Agreement for five (5) years, ending on July 1, 2019, pursuant to the provisions of Article 6 of the Agreement; and

WHEREAS, the Participating Cities now desire to amend Article 4 of the Agreement regarding capitalization and pledged revenues of the Authority of the Authority to provide for compensation and consideration to be based on 2020 numbers and based on three (3) years call volume (2016-2018) with three percent (3%) annual escalator years 2021-2024, as shown on Exhibit A attached hereto; and

WHEREAS, the Participating Cities further desire to extend the term of the Agreement for an additional five (5) years, ending on July 1, 2024, pursuant to the provisions of Article 6 of the Agreement; and

WHEREAS, the Participating Cities have authorized the execution of this Amendment through appropriate resolutions adopted by their governing bodies;

NOW, THEREFORE, in consideration of the following mutual obligations, the Participating Cities hereby agree to amend the Agreement, effective July 1, 2019, as follows:

A. At the end of **ARTICLE 4** entitled "**CAPITALIZATION AND PLEDGED REVENUE**", add the following provisions:

4.4 Compensation and consideration for COJC and COSS shall be based on 2020 numbers and based upon three (3) years call volume (2016-2018) with three percent (3%) annual escalator years 2021-2024 (See Exhibit A).

4.5 COJC and COSS shall share any compensation surplus or short fall equally as follows:

Fifty percent (50%) to COJC and fifty percent (50%) to COSS.

B. **ARTICLE 6** entitled "**TERM OF AGREEMENT**" is deleted in its entirety and replaced with the following:

The initial term of this Agreement shall commence on November 1, 2008 and end at 24:00 hours on July 1, 2024. The Participating Cities understand and agree that this Agreement may not be cancelled by any party prior to the end of the term described above for any reason. This Agreement may be renewed by the Participating Cities in additional terms of five (5) years each upon resolutions of the governing bodies of each city.

[signature page for Third Amendment]

IN WITNESS WHEREOF, the Participating Cities, acting by and through their duly authorized officers, have caused this Third Amendment to be executed under their respective seals.

CITY OF SANDY SPRINGS, GEORGIA

By: _____
Mayor Rusty Paul

Date: 7/29/19

ATTEST:

_____
City Clerk

CITY OF JOHNS CREEK, GEORGIA

By: _____
Mayor Michael Bodker

Date: 7/24/19

(SEAL)

ATTEST:

_____
City Clerk

Consented to by:

JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE CITIES OF SANDY SPRINGS, GEORGIA AND JOHNS CREEK, GEORGIA

By: _____
Chairman Wendell Willard

July 30, 2019

(SEAL)

ATTEST:

_____
Secretary

EXHIBIT A
CHATTAHOOCHEE RIVER 911 AUTHORITY FY 2020 - FY 2024
PROPOSED BUDGET

CHATTAHOOCHEE RIVER 911 AUTHORITY
FY 2020 - FY 2024 PROPOSED BUDGET

REVENUES:			2019 Budget	2020 Budget	2021 Budget	2022 Budget	2023 Budget	2024 Budget
86030	336022	CITY OF BROOKHAVEN SUBSCP	1,075,000	1,306,651	1,345,851	1,386,226	1,427,813	1,470,647
86030	336021	CITY OF DUNWOODY SUBSCP	1,125,000	1,198,616	1,234,574	1,271,611	1,309,760	1,349,052
		CITY OF DUNWOODY E911 PAYMENT	0	100,000	0	0	0	0
86030	336020	JOHNS CREEK E911 FEES	1,650,000	1,794,583	1,848,420	1,903,873	1,960,989	2,019,819
86030	336050	SANDY SPRINGS E911 FEES	2,950,000	3,030,101	3,121,004	3,214,634	3,311,073	3,410,405
86030	336090	JOHNS CREEK SUPPLEMENT	81,834	0	(46,989)	164,595	(147,209)	(186,376)
86030	336091	SANDY SPRINGS SUPPLEMENT	134,666	0	(46,989)	164,595	(147,209)	(186,376)
86030	381000	RENTAL INCOME	27,227	0	0	0	0	0
		TOTAL REVENUES	**7,043,728**	**7,429,950**	**7,455,869**	**8,105,534**	**7,715,216**	**7,877,172**

EXPENDITURES:			2019 Budget	2020 Budget	2021 Budget	2022 Budget	2023 Budget	2024 Budget
8603810	521201	iXP BASE CONTRACT	6,425,928	6,924,250	6,802,972	7,441,731	7,040,220	7,190,691
8603810	521210	PROF SVCS-AUDIT	12,000	12,000	12,000	12,000	12,000	12,000
8603810	521250	PROF SVCS-LEGAL	27,600	27,600	27,600	27,600	27,600	27,600
8603810	521275	MEDICAL DIRECTION	72,000	72,000	72,000	72,000	72,000	72,000
8603810	521300	TECHNICAL SERVICES	72,000	72,000	72,000	72,000	72,000	72,000
8603810	523100	LIABILITY INSURANCE	80,000	82,400	84,872	87,418	90,041	92,742
8603810	523900	TRUNKING CHARGES	0	0	0	0	0	0
8603810	523200	RENT	319,200	189,700	334,425	342,786	351,355	360,139
8603810	542400	CAPITAL EQUIPMENT	0	0	0	0	0	0
8603810	579000	CONTINGENCY	35,000	50,000	50,000	50,000	50,000	50,000
		TOTAL EXPENDITURES	**7,043,728**	**7,429,950**	**7,455,869**	**8,105,534**	**7,715,216**	**7,877,172**
NET CHANGE IN FUND BALANCE			**0**	**0**	**0**	**0**	**0**	**0**
FUND BALANCE BEGINNING OF YEAR			**0**	**0**	**0**	**0**	**0**	**0**
FUND BALANCE END OF YEAR			**0**	**0**	**0**	**0**	**0**	**0**

3-Year Call Volume
3% Annual Escalator

FOURTH AMENDMENT
TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF SANDY SPRINGS
AND
THE CITY OF JOHNS CREEK
FOR
THE ACTIVATION OF THE JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY ANDTHE PROVISION OF 911 COMMUNICATIONS SERVICES

THIS FOURTH AMENDMENT ("Fourth Amendment") to that certain agreement dated October 27, 2008 by and between the CITY OF SANDY SPRINGS, GEORGIA, a Georgia municipal corporation ("COSS") and the CITY OF JOHNS CREEK, GEORGIA, a Georgia municipal corporation ("COJC") (collectively the "Participating Cities"), is entered into by the Participating Cities and shall be effective the day is shall have been executed by the Participating Cities (the "Effective Date").

WHEREAS, in December 2010, the Participating Cities entered into the First Amendment to the Intergovernmental Agreement (the "Agreement") for the purpose of specifying the terms and conditions for supplemental financial contributions to the Joint Public Safety and Judicial Facilities Authority for the Cities of Sandy Springs and Johns Creek (the "Authority"); and

WHEREAS, in February 2014, the Participating Cities entered into the Second Amendment to the Agreement for the purpose of extending the initial term of the Agreement for five (5) additional years, ending on July 1, 2019, pursuant to the provisions of Article 6 of the Agreement; and

WHEREAS, in July 2019, the Participating Cities entered into the Third Amendment to the Agreement regarding capitalization and pledged revenues of the Authority and for the purpose of extending the initial term of the Agreement for five (5) additional years, ending on July 1, 2024, pursuant to the provisions of Article 6 of the Agreement; and

WHEREAS, the Participating Cities now desire to amend Article 4 of the Agreement regarding capitalization and pledge revenue of the Authority to provide for compensation and consideration to be based on 2023 numbers and based on three (3) years call volume (2019, 2022-2023) with three percent (3%) annual escalator years 2026-2029, as shown in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, the Participating Cities further desire to extend the term of the Agreement for an additional five (5) years, ending on July 1, 2029, pursuant to the provisions of Article 6 of the Agreement; and

WHEREAS, the Participating Cities have authorized the execution of this Amendment through appropriate resolutions adopted by their governing bodies.

NOW, THEREFORE, in consideration for the following mutual obligations set forth below, and other good and valuable consideration, the adequacy of which is hereby acknowledged, the Participating Cities herby agree as follows: as follows:

AMENDMENT TO ARTICLE 4. Article 4 (Paragraph 4) of the Agreement entitled "Capitalization and Pledged Revenue" is hereby AMENDED as follows:

CAPITALIZATION AND PLEDGED REVENUE (PARAGRAPH 4).

Compensation and consideration for COJC and COSS shall be based on 2023 numbers and based upon three (3) years call volume (2019, 2022-2023) with three percent (3%) annual escalator years 2026-2029 (See Exhibit "A").

AMENDMENT TO ARTICLE 6. Article 6 of the Agreement entitled "Term of Agreement" is hereby AMENDED as follows:

This Agreement shall be effective for an initial term (the "Initial Term") commencing at midnight on the 1st day of November, 2008, and termination at midnight on the 1st day of July, 2029. The Participating Cities understand and agree that this Agreement may not be cancelled by any party prior to the end of the term described above for any reason. This Agreement shall be renewed by the Participating Cities in additional terms of five (5) years each upon resolutions of the governing bodies of each Party.

I. **NON-ASSIGNABILITY.** Participating Cities to this Agreement shall not assign any of the obligations or benefits of the Agreement.

II. **ENTIRE AGREEMENT.** The Participating Cities acknowledge, one to the other, that the terms of this Agreement constitutes the entire understanding and agreement of the Participating Cities regarding the subject matter of this Agreement.

III. **AMENDMENT.** This Agreement may be modified at any time upon mutual written consent by resolution of the councils of the of Participating Cities.

IV. **SEVERABILITY.** If a court of competent jurisdiction renders any provisions of this Agreement (or any portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion were not part of this Agreement.

V. **BINDING EFFECT.** This Agreement shall inure to the benefit of, and be binding upon, the respective Participating Cities' successors, heirs and assigns.

{SIGNATURE PAGE TO FOLLOW}

IN WITNESS WHEREOF, the Participating Cities, acting by and through their duly authorized officers, have caused this Fourth Amendment to be executed under their respective seals.

CITY OF SANDY SPRINGS, GEORGIA

By: _____
Russell K. Paul, Mayor

_____
Date of Execution

ATTEST:

By: _____
Raquel D. González, City Clerk

{SEAL}

APPROVED AS TO FORM:

By: _____
Daniel W. Lee, City Attorney

CITY OF JOHNS CREEK, GEORGIA

By: _____
John Bradberry, Mayor

_____
Date of Execution

ATTEST:

By: _____
Allison Tarpley, City Clerk

{SEAL}

By: _____
City Attorney

CONSENTED TO BY:

JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE CITIES OF SANDY SPRINGS, GEORGIA AND JOHNS CREEK, GEORGIA

By: _____

_____
Date of Execution

Name: _____

Title: _____

ATTEST:

By: _____
{SEAL}

EXHIBIT A
CHATTAHOOCHEE RIVER 911 AUTHORITY FY2026-2029
PROPOSED BUDGET

Chattahoochee River 911 Authority
CHATCOMM

FISCAL YEAR 2025

PROPOSED BUDGET

Exhibit A

Chattahoochee River 911 Authority

FY 2025 PROPOSED BUDGET

REVENUES:			2020 Actual	2021 Actual	2022 Actual	2023 Actual	2024 Projected	2020 Budget	2021 Budget	2022 Budget	2023 Budget	2024 Budget	2025 Proposed Budget	% of Change
86030	336020	JOHNS CREEK E911 FEES	1,920,509	1,934,408	1,900,614	2,084,971	1,984,709	1,794,585	1,848,420	1,903,873	1,960,989	2,019,819	2,487,759	23.167%
86030	336021	CITY OF DUNWOODY SUBSCRIPTION	1,286,347	1,231,578	1,234,574	1,309,759	1,349,052	1,292,480	1,234,574	1,271,611	1,309,759	1,349,052	1,606,546	19.087%
86030	336031	CITY OF BROOKHAVEN SUBSCRIPTION	1,268,042	1,345,851	1,386,226	1,427,813	1,470,647	1,287,345	1,345,851	1,386,226	1,427,813	1,470,647	2,291,309	55.803%
86030	336050	SANDY SPRINGS E911 FEES	3,210,630	3,424,230	2,999,171	3,993,901	3,791,528	3,030,100	3,121,003	3,214,634	3,311,073	3,410,405	4,045,475	18.622%
86030	336090	JOHNS CREEK SUPPLEMENT	-	-	-	-	-	13,470	(60,603)	164,595	(38,490)	192,556	0.00	-100.00%
86030	336091	SANDY SPRINGS SUPPLEMENT	-	-	-	-	-	13,470	(60,603)	164,595	(57,350)	300,915	0.00	-100.00%
86030	381000	RENTAL INCOME	24,958	27,227	27,227	27,227	27,227	-	27,227	-	27,227	27,227	27,227	0.000%
		TOTAL REVENUES	**7,710,486**	**7,963,294**	**7,547,812**	**8,843,672**	**8,623,163**	**7,431,450**	**7,455,869**	**8,105,534**	**7,941,021**	**8,770,622**	**10,458,316**	**19.243%**

EXPENDITURES:			2020 Actual	2021 Actual	2022 Actual	2023 Actual	2024 Projected	2020 Budget	2021 Budget	2022 Budget	2023 Budget	2024 Budget	2025 Proposed Budget	% of Change
8603810	521200	iXP BASE CONTRACT	6,960,682	7,095,731	7,049,006	5,612,983	5,739,080	6,924,250	6,811,176	7,441,731	5,612,983	5,905,245	6,221,520	5.356%
8603810	521201	PROF SVCS-TECHNICAL	-	56,220	-	1,906,769	2,047,766	-	-	-	1,679,740	2,117,700	3,535,902	66.969%
8603810	521210	PROF SVCS-AUDIT	12,770	14,655	14,285	20,925	29,810	13,500	12,000	12,000	15,000	30,000	35,000	16.667%
8603810	521250	PROF SVCS-LEGAL	36,737	35,675	16,186	13,000	7,489	27,600	27,600	27,600	25,000	27,600	30,000	8.696%
8603810	521275	MEDICAL DIRECTION	71,061	73,726	75,857	81,282	84,347	72,000	72,000	72,000	80,000	86,375	92,781	7.417%
8603810	521300	TECHNICAL SERVICES	77,216	71,249	71,249	71,249	71,249	72,000	72,000	72,000	72,000	72,000	-	-100.000%
8603810	522310	BUILDING OPERATING LEASE	174,168	378,999	338,346	382,460	392,681	189,700	334,425	342,785	351,355	392,268	402,365	2.574%
8603810	523100	LIABILITY INSURANCE	76,805	54,880	55,518	59,326	66,027	82,400	84,872	87,418	53,743	66,634	75,747	13.676%
8603810	523955	BANK SERVICE FEES	-	479	3,082	3,728	4,014	-	-	-	3,600	4,800	5,000	4.167%
8603810	531100	GEN SUPPLIES & MATERIALS	13,718	5,409	908	4,295	1,450	-	-	-	5,000	5,000	10,000	100.00%
8603810	579000	CONTINGENCY	-	-	1,758	1,758	-	50,000	41,796	50,000	42,600	63,000	50,000	-20.635%
		TOTAL EXPENDITURES	**7,423,157**	**7,787,023**	**7,626,195**	**8,157,774**	**8,443,912**	**7,431,450**	**7,455,869**	**8,105,534**	**7,941,021**	**8,770,622**	**10,458,316**	19.243%
NET CHANGE IN FUND BALANCE			**287,330**	**176,271**	**(78,383)**	**685,898**	**179,250**	**-**	**-**	**-**	**-**	**-**	**-**	
FUND BALANCE BEGINNING OF YEAR			**57,464**	**344,794**	**521,065**	**1,343,381**	**2,068,226**							
FUND BALANCE END OF YEAR			**344,794**	**521,065**	**442,682**	**2,029,279**	**2,247,476**							

City	2019 Call Volume	2022 Call Volume	2023 Call Volume	Call Volume Average
JOHNS CREEK SUPPLEMENT	36.64%	40.16%	39.61%	38.09%
SANDY SPRINGS SUPPLEMENT	63.36%	59.84%	60.39%	61.91%
JOHNS CREEK CALL VOLUME	21.84%	24.78%	24.04%	23.89%
SANDY SPRINGS CALL VOLUME	37.77%	36.92%	36.66%	38.84%
DUNWOOODY CALL VOLUME	16.00%	14.21%	14.65%	15.36%
BROOKHAVEN CALL VOLUME	24.39%	24.09%	24.64%	21.91%
TOTAL	**100.00%**	**100.00%**	**100.00%**	**100.00%**

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF 911 EMERGENCY COMMUNICATION SERVICES BETWEEN FULTON COUNTY, GEORGIA and THE CITY OF CHATTAHOOCHEE HILLS, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), by and between Fulton County, Georgia (hereinafter "County"), a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and the City of Chattahoochee Hills, Georgia (hereinafter "City"), a municipality if the State of Georgia, entered into this 1st day of January 2023.

WITNESSETH:

WHEREAS, the Fulton County Board of Commissioners has previously entered into the Agreement with the City to provide use of the Fulton County Radio Communications System for a period of three (3) years; and

WHEREAS, the Georgia Constitution, ARTICLE IX, § 2, ¶ 3, except as otherwise provided by law, prohibits cities and counties from exercising governmental authority within each other's boundaries except by Intergovernmental Agreement; and

WHEREAS, the County and the City desire to enter into a new Intergovernmental Agreement (the "911 IGA") for the County to provide a public safety answering point within the boundaries of the City for a term of twelve (12) months from January 1, 2023, through and including December 31, 2023, with three (3) automatic renewals commencing on January 1 of each successive year; and

WHEREAS, the 911 IGA establishes the cost of Enhanced 911 Emergency call reception and public safety radio dispatch services to be provided by the County to the City pursuant to this Agreement; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereunto agree as follows:

ARTICLE 1

PURPOSE AND INTENT

1.1 The purpose of this Agreement is to provide the vital and necessary communications link between the City of Chattahoochee Hills citizens and the Fulton County Department of Emergency Services-911 through use of the County's consolidated 911 call reception and radio dispatching of requests of public safety services for a term of twelve (12) months from January 1, 2023, at 0000 hours and concluding at 2400 hours on December 31, 2023, with three (3) automatic renewals commencing on January 1 of each successive year. This Agreement shall terminate at 2400 hours on December 31, 2026.

1.2 Fulton County, therefore, agrees to provide the City of Chattahoochee Hills with courteous, efficient, and accessible E911 and public safety radio dispatch services to requests for assistance from citizens involving emergencies, non-emergencies, and response to natural and man-made disasters, for the term prescribed in this Agreement, consistent with the overall quality of services provided throughout the County.

ARTICLE 2

DEFINITIONS

For the purposes of this Agreement, the following terms shall be defined as:

2.1 ***Call for Service*** means a request received from the public through the County's public safety answering point, Enhanced 911 system, requiring emergency or non-emergency Police Department, Fire Department, or Ambulance pre-hospital care response or assistance in response to natural and man-made incidents.

2.2 ***Communications Officer*** means any employee of the Fulton County Department of Emergency Services-911, who has successfully completed the basic training course required by O.C.G.A. § 35- 8- 23, to receive, process, or transmit public safety information and dispatch law enforcement officers, firefighters, medical personnel, or emergency management personnel.

2.3 ***Contract Administrators*** means the Director of the Fulton County Department of Emergency Services-911, or the designee of such Director for the COUNTY, and the City Administrator, or the designee of such Administrator of the CITY. The primary responsibilities of the Contract Administrators are to coordinate and communicate with each other and to manage and supervise execution and completion of the terms and conditions of this Agreement as set forth herein. In the Administration of the Agreement, as contrasted with matters of policy, all parties may rely on the instructions and determinations made by the

Contract Administrators: provided, however, that such instructions and determinations do not increase the obligations of the COUNTY or the CITY hereunder.

2.4 ***Emergency Communications Services*** means the receipt of incoming calls for service through the enhanced 911 telephone system for emergency and non-emergency requests for medical, police, fire, and other public safety services, and initiation of the appropriate response action. The service also includes the coordination of requests for support and auxiliary services from field units and refers crimes and incidents not requiring an on-scene investigation by a field unit to the appropriate police between citizens and Fulton County Department of Emergency Services 911 through consolidated, Enhanced 911 call reception and radio dispatching of requests for public safety services. The Countywide APCO P25 Phase 2 Digital 800MHz trunked radio system (hereinafter "County 800 MHz Radio System") is the primary method of dispatching calls for service to field units and private ambulance services.

2.5 ***Emergency 911 ("Department")*** means that unit of Fulton County Government responsible for emergency communications services, including answering all telephone 911 calls for emergency service and dispatching police, fire and medical services to the proper locations. The Department also maintains the County APCO P25 Phase 2 Digital 800 MHz radio system to ensure the vital communications link between the citizens and the delivery of service by the appropriate agency is not interrupted.

2.6 ***Emergency Medical Priority Dispatch System*** means that system employed by Fulton County to process medical calls and provide callers with pre-arrival instructions.

2.7 ***Enhanced 911 Emergency Telephone Number System*** means that system which provides County Emergency Communications personnel the telephone number, name, and address of the telephone subscriber, and other pertinent information on any 911 calls placed within Fulton County.

2.8 ***Fire Department*** means the City of Chattahoochee Hills Fire/EMS Department.

2.9 ***Police Department*** means the City of Chattahoochee Hills Police Department.

2.10 ***Public Safety Answering Point ("PSAP")*** means an emergency communications dispatch operation, responsible for answering all telephone 911 calls, employing technologies such as trunked radio, Enhanced 911, Computer Aided Dispatch ("CAD") and Mobile Data.

2.11 ***Staffing Levels*** means the availability of communications officers to handle calls for service from the City of Chattahoochee Hills. Specific positions or individuals cannot be identified inasmuch as the number of dispatchers is based on call volume

and incoming calls for service are processed by the first available call taker regardless of where the call originates, which is intended to reflect that same level being provided to the area by operation of the County budget.

ARTICLE 3

TERM OF AGREEMENT

The initial term of this Agreement is for twelve (12) months, from January 1, 2023, at 0000 hours and concluding December 31, 2023, with three (3) automatic renewals commencing on January 1 of each successive year. This Agreement shall terminate at 2400 hours on December 31, 2026. At the conclusion of the last term (2400 hours on December 31, 2026), the City will be solely responsible for providing all public safety answering point services within City boundaries, unless extended by mutual agreement approved by both governing bodies. The parties will meet on or before December 31, 2026, to review service under this Agreement and consider proposed modifications of the term. Any such proposal change is subject to consideration and approval of the Fulton County Board of Commissioners and the City of Chattahoochee Hills City Council.

The parties agree that the City may, at any time, upon sixty (60) days notice to the County, terminate this Agreement upon its determination that it wishes to provide its own emergency communications services or provide emergency communications services by other means.

ARTICLE 4

COMPENSATION AND CONSIDERATION

4.1 For the emergency communications services to be rendered pursuant to this Agreement, based upon the call volume described herein below in sub-paragraph 5.4, the County is entitled to impose and retain a monthly 911 charge upon each wired and wireless telephone subscriber served by the County's 911 service, as provided by O.C.G.A. § 46- 5- 134. Additionally, the County is entitled to impose and retain an annual subsidy from the City in the amount of **$57,000.00**. Nothing in this Agreement shall preclude the County's right to continue to collect such fees for 911 access and services performed during the term hereof as it relates to calls originating from within the City of Chattahoochee Hills.

4.2 The County agrees to provide an invoice representing the full amount of the subsidy owed by the City for the term of this Agreement and subsequent invoices for any renewals of the Agreement within thirty (30) days of the execution of the Agreement or each renewal of the Agreement as applicable. The City agrees to promptly remit full payment of the invoiced amount within (30) days of receipt of the invoice from the County. A late payment penalty will accrue at the rate of one percent (1%) per month or part thereof for any payment that is delinquent.

ARTICLE 5

EMERGENCY COMMUNICATIONS SERVICES

5.1 The County operates a consolidated public safety answering point in its Emergency Communications Center on a 24-hour basis, 365 days per year, staffed in two (2) 12-hour shifts each day from which the services contemplated under this Agreement will be rendered. The Communications Officers receive citizens' requests for service, process those requests, dispatch emergency units as appropriate, and monitor Police, Fire, and EMS activities. The Emergency Medical Priority Dispatch System is employed to process medical calls and provide callers with pre-arrival instructions.

5.2 Based upon the volume of calls originating from within the City of Chattahoochee Hills, provisions of emergency communications services provided by communications officers shall be as furnished in the positions of call takers, dispatchers, and supervisors during day, and morning shifts and may be modified by the Director of Fulton County Department of Emergency Services 911 from time to time as needs arise. These staffing positions represent the global level necessary for a complete 24-hour period in Fulton County.

5.3 The Director of Fulton County Department of Emergency Services 911 may utilize overtime to fill temporary vacancies caused by, but not limited to: sick or annual leave issues, temporary disability, relief of duty, and Family Medical Leave Act absences. The financial costs associated with overtime utilized to fill such vacancies will be the sole responsible of the County.

5.4 The nature of the wide-ranging (both emergency and non-emergency), continuous and multitudinous nature of the calls received by a large metropolitan Public Safety Answering Point (PSAP) like the Fulton County Department of Emergency Services 911, makes it difficult to assign an "average call answer time." However, it is the objective of the Department to respond, on average, to 911 calls emanating from the City of Chattahoochee Hills with an average ten (10) second call answer time for emergency calls for service 90% of the time. Exceptions would be unpredictable system overload, declared disaster, or disruption in voice or data transmission.

ARTICLE 6

EQUIPMENT

The County shall furnish and maintain in good working condition for the benefit of the City, all necessary 800 MHz digital radio emergency communication facilities and equipment necessary and proper for the purpose of performing the services, duties, and responsibilities described in this Agreement.

ARTICLE 7

EMPLOYMENT STATUS

7.1 All emergency communications officers, as well as any other Fulton County personnel assigned under this Agreement, are and will continue to be employees of the County for all purposes, including but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions. All emergency communications employees will continue to report under the management structure established in the Fulton County Department of Emergency Services 911.

7.2 In the event the City Administrator becomes dissatisfied with the performance of any sworn or civilian personnel performing emergency communications services on behalf of the City, the City Administrator shall discuss the concerns with the Director of the Fulton County Department of Emergency Services 911.

7.3 Fulton County Department of Emergency Services 911 employees will not be specifically assigned as call takers for the City of Chattahoochee Hills, because the County operates a consolidated center, the E911 telephone equipment routes calls from anywhere in the County to the first available call taker. Any other method of staff deployment would reduce the service level and adversely impact all citizens of Fulton County, including the City of Chattahoochee Hills. Accordingly, the number of employees needed by call volume from Chattahoochee Hills has been estimated, but not assigned to specific employees.

ARTICLE 8

RECORDKEEPING AND REPORTING

8.1 The Police and Fire Department Records Sections are the central repository for all police and fire department records and are available public records as defined by the Georgia Open Records Act, O.C.G.A. § 50- 18- 70, *et seq.*

8.2 The Director of the Fulton County Department of Emergency Services 911 shall prepare and deliver monthly reports to the City Administrator. The reports shall describe the volume of 911 calls for service, identification of police, fire, or EMS, and answer speed for calls originating within the City of Chattahoochee Hills.

8.3 Except as limited by provision of state or federal law, the City may request, review, and access data and County records, at a mutually agreed upon time and place, to ensure compliance with this Agreement.

ARTICLE 9

ANCILLARY SERVICES

9.1 The County must provide a variety of ancillary services incumbent on a large metropolitan public safety answering point. These services will be provided to the City pursuant to this Agreement, the consideration for which has been calculated as part of the payment provided in Article 4.

9.2 In addition to E911 reception and radio dispatch, ancillary services provided by the Department of Emergency Services 911 include technical operations, administration, quality assurance, training, and preparing and planning for, responding to, and recovering from emergencies or disasters.

9.3 During the operation of this Agreement, the County will continue to provide administrative services, cost allocation, facilities maintenance, fiscal management, general operating supplies, human resources, information systems, maintenance, public information, purchasing, utilities and other critical services attendant to the operation of a public safety answering point.

9.4 During the term of this Agreement, the County will continue to administer the 911 Advisory Committee as required by O.C.G.A. § 46-5-136. The City of Chattahoochee Hills will be required to participate in committee meetings, as well as utilize the committee for the City's compliance with the requirements as provided for within state law.

ARTICLE 10

CITY- COUNTY RELATIONS

10.1 The Director of the Fulton County Department of Emergency Services 911, or his/her designee, will notify the County Manager and City Administrator in the event of a significant emergency communications or emergency management situation within the City. The Director of Fulton County Department of Emergency Services 911 and the City Administrator shall designate the kinds of incidents that are to be considered "significant" by a memorandum. In the event no memorandum is executed, the City Administrator shall be notified consistent with the notification by the Fulton County Department of Emergency Services 911 to the County Manager.

10.2 At the request of the City Administrator, the Director of the Fulton County Department of Emergency Services 911 or that official's designee shall be available to attend City Council meetings on an "as needed" basis.

10.3 The County shall be the sole provider of public safety answering point services during the operation of this Agreement.

ARTICLE 11

TRANSITION

11.1 In the event of the termination or expiration of this Agreement, the County and the City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from County to a municipal public safety answering point and to maintain the same high quality of 911 and emergency medical response provided by this Agreement for the residents, businesses, and visitors of the City.

11.2 The Director of the Fulton County Department of Emergency Services 911 or his/her designee shall present a summary report to the City Council within sixty (60) days of the conclusion of this Agreement to facilitate the transition to the City's PSAP.

11.3 The County and the City agree that ninety (90) days prior to the expiration of this Agreement, the City Administrator and County Manager will meet and confer to affect a smooth transition.

ARTICLE 12

INDEMNIFICATION

12.1 It is the intent of the parties to be covered under the auspices of the immunity granted by O.C.G.A. § 46- 5- 131. Only to the extent permitted by law and in the event O.C.G.A. § 46- 5- 131 is deemed inapplicable, shall the City defend, indemnify, and hold harmless the County and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or it officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by the City, its employees, officers, and agents. The County shall promptly notify the City of each claim, assert all statutory defenses, cooperate with the City in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the City's participation.

12.2 The immunity and indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

ARTICLE 13

EVENT OF DEFAULT

13.1 An event of default shall mean a material breach of this Agreement by the County as follows:

13.1.1 The County repeatedly disregards local priorities established by the City Administrator which the County is required to observe by the Agreement, and which have been communicated in writing by action of the City Council to the County on more than one occasion.

13.1.2 The County does not maintain sufficient personnel in the Department of Emergency Services 911 to handle the volume of 911 calls as required by Article 5.

13.1.3 The County consistently fails to meet the levels of service outlined in Article 5, which failure has been communicated in writing by action of the City Council to the County on more than one occasion.

13.2 An event of default shall mean a material breach of this Agreement by the City as follows:

13.2.1 Failure of the City to establish specific objectives, written and attainable local priorities for local emergency communication services activities and transmit the same to the Director of the Fulton County Department of Emergency Services 911.

13.2.2 Failure of the City to remit timely payment of any subsidy amount payable pursuant to Article 4 of this Agreement.

ARTICLE 14

TERMINATION AND REMEDIES

14.1 The City or the County may terminate this Agreement only for an event of default, or as outlined in Article 3, Term of Agreement, unless the default is cured as provided in this Article.

14.2 If an event or default occurs, in the determination of the City, the City shall notify the County in writing; specify the basis for the default and advise the County that the default must be cured to the City's reasonable satisfaction within a sixty (60) day period. The City may grant additional time to cure the default, as the City may deem appropriate, without waiver of any of the City's rights, so long as the County has commenced curing the default and is effectuating a cure with diligence and

continuity during the sixty (60) day period, or any longer period which the City prescribes.

14.3 If an event of default occurs, in the determination of the County, the County may notify the City in writing, specify the basis for the default and advise the City that the default must be cured to the County's reasonable satisfaction within a sixty (60) day period; except that for events of default related to the payment of fees, the cure period is reduced to thirty (30) days. The County may grant additional time to cure the default, as the County may deem appropriate, without waiver of any of the County's rights, so long as the City has commenced curing the default and is effectuating a cure with diligence and continuity during the sixty (60) day period (30 days for payments) or any longer period which the County prescribes.

14.4 In the event that either party breaches a material term of condition of this Agreement, other than an event of default, the party in breach, upon receipt of a written request from the non-breaching party, shall remedy the breach within thirty (30) days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching party may utilize the remedies of declaratory judgment, specific performance, mandamus or injunctive relief to compel the breaching party to remedy the breach.

14.5 The parties reserve all available remedies afforded by law to enforce any term of condition of this Agreement.

ARTICLE 15

AMENDMENTS

This Agreement may be modified at any time during the term by mutual written consent of both parties.

ARTICLE 16

NOTICES

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County:

Richard "Dick" Anderson, County Manager
141 Pryor Street, S.W.,
Suite 1000
Atlanta, Georgia 30303
404-612-8335
404-612-0350 (facsimile)

With a copy to:

Soo Jo, County Attorney
141 Pryor Street, S.W.,
Suite 4038
Atlanta, Georgia 30303
404-612-0235
404-730-6324 (facsimile)

If to the City:

Tom Reed, Mayor
City of Chattahoochee Hills
6505 Rico Road
Chattahoochee Hills, Georgia 30268
770-463-8881

Rob Rokovitz, City Manager
City of Chattahoochee Hills
6505 Rici Road
Chattahoochee Hills, Georgia 30268

Jim Little, Chief of Police
6505 Rico Road
Chattahoochee Hills, Georgia 30268
770-463-6576
770-463-8550

Greg Brett, Fire Chief
6505 Rico Road
Chattahoochee Hills, GA 30268
770-463-1592
770-463-8550

ARTICLE 17

NON- ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 18

ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and agreement of the parties regarding the subject matter of the Agreement.

ARTICLE 19

SEVERABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effects as if the invalid provision or portion of the provision were not part of this Agreement.

ARTICLE 20

BINDING EFFECT

This Agreement shall insure to the benefit of, and be binding upon, the respective parties' successors

ARTICLE 21

COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

WHEREFORE, the parties have read and understood the terms of this agreement, they do hereby agree to such terms by execution of their signatures on the next page.

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals

FULTON COUNTY, GEORGIA

Robb L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier, Clerk (SEAL)
Clerk to the Commission

APPROVED AS TO FORM:

Soo Jo
County Attorney

APPROVES AS TO SUBSTANCE:

Chris Sweigart, Director
Department of Emergency Services 911

CHATTAHOOCHEE HILLS, GEORGIA

Tom Reed, Mayor
City of Chattahoochee Hills

ATTEST:

Dana Wicher, City Clerk (Seal)
City of Chattahoochee Hills

APPROVED AS TO SUBSTANCE

Rob Rokovitz, City Manager
City of Chattahoochee Hills

Jim Little, Chief of Police
City of Chattahoochee Hills

Greg Brett, Fire Chief
City of Chattahoochee Hill

APPROVED AS TO FORM:

City Attorney

ITEM #22-0915 RM 12/7/22
REGULAR MEETING

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF 911 EMERGENCY COMMUNICATION SERVICES BETWEEN FULTON COUNTY, GEORGIA and THE CITY OF FAIRBURN, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), by and between Fulton County, Georgia (hereinafter "County"), a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and the City of Fairburn, Georgia (hereinafter "City"), a municipality of the State of Georgia, entered into this 1st day of January, 2023.

WITNESSETH:

WHEREAS, the Fulton County Board of Commissioners has previously entered into the Agreement with the City to provide use of the Fulton County Radio Communications System for a period of three (3) years; and

WHEREAS, the Georgia Constitution, ARTICLE IX, § 2, ¶ 3, except as otherwise provided by law, prohibits cities and counties from exercising governmental authority within each other's boundaries except by Intergovernmental Agreement; and

WHEREAS, the County and the City desire to enter into a new Intergovernmental Agreement (the "911 IGA") for the County to provide a public safety answering point within the boundaries of the City for a term of twelve (12) months from January 1, 2023, through and including December 31, 2023, with three (3) automatic renewals commencing on January 1 of each successive year; and

WHEREAS, the 911 IGA establishes the cost of Enhanced 911 Emergency call reception and public safety radio dispatch services to be provided by the County to the City pursuant to this Agreement; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereunto agree as follows:

ARTICLE 1

PURPOSE AND INTENT

1.1 The purpose of this Agreement is to provide the vital and necessary communications link between the City of Fairburn citizens and the Fulton County Department of Emergency Services-911 through use of the County's consolidated 911 call reception and radio dispatching of requests of public safety services for a term of twelve (12) months from January 1, 2023, at 0000 hours and concluding at 2400 hours on December 31, 2023, with three (3) automatic renewals commencing on January 1 of each successive year. This Agreement shall terminate at 2400 hours on December 31, 2026.

1.2 Fulton County, therefore, agrees to provide the City of Fairburn with courteous, efficient, and accessible E911 and public safety radio dispatch services to requests for assistance from citizens involving emergencies, non-emergencies, and response to natural and man-made disasters, for the term prescribed in this Agreement, consistent with the overall quality of services provided throughout the County.

ARTICLE 2

DEFINITIONS

For the purposes of this Agreement, the following terms shall be defined as:

2.1 ***Call for Service*** means a request received from the public through the County's public safety answering point, Enhanced 911 system, requiring emergency or non-emergency Police Department, Fire Department, or Ambulance pre-hospital care response or assistance in response to natural and man-made incidents.

2.2 ***Communications Officer*** means any employee of the Fulton County Department of Emergency Services-911, who has successfully completed the basic training course required by O.C.G.A. § 35- 8- 23, to receive, process, or transmit public safety information and dispatch law enforcement officers, firefighters, medical personnel, or emergency management personnel.

2.3 ***Contract Administrators*** means the Director of the Fulton County Department of Emergency Services-911, or the designee of such Director for the COUNTY, and the City Administrator, or the designee of such Administrator of the CITY. The primary responsibilities of the Contract Administrators are to coordinate and communicate with each other and to manage and supervise execution and completion of the terms and conditions of this Agreement as set forth herein. In the Administration of the Agreement, as contrasted with matters of policy, all parties may rely on the instructions and determinations made by the

Contract Administrators: provided, however, that such instructions and determinations do not increase the obligations of the COUNTY or the CITY hereunder.

2.4 ***Emergency Communications Services*** means the receipt of incoming calls for service through the enhanced 911 telephone system for emergency and non-emergency requests for medical, police, fire, and other public safety services, and initiation of the appropriate response action. The service also includes the coordination of requests for support and auxiliary services from field units and refers crimes and incidents not requiring an on-scene investigation by a field unit to the appropriate police between citizens and Fulton County Department of Emergency Services 911 through consolidated, Enhanced 911 call reception and radio dispatching of requests for public safety services. The Countywide APCO P25 Phase 2 Digital 800MHz trunked radio system (hereinafter "County 800 MHz Radio System") is the primary method of dispatching calls for service to field units and private ambulance services.

2.5 ***Emergency 911 ("Department")*** means that unit of Fulton County Government responsible for emergency communications services, including answering all telephone 911 calls for emergency service and dispatching police, fire and medical services to the proper locations. The Department also maintains the County APCO P25 Phase 2 Digital 800 MHz radio system to ensure the vital communications link between the citizens and the delivery of service by the appropriate agency is not interrupted.

2.6 ***Emergency Medical Priority Dispatch System*** means that system employed by Fulton County to process medical calls and provide callers with pre-arrival instructions.

2.7 ***Enhanced 911 Emergency Telephone Number System*** means that system which provides County Emergency Communications personnel the telephone number, name, and address of the telephone subscriber, and other pertinent information on any 911 calls placed within Fulton County.

2.8 ***Fire Department*** means the City of Fairburn Fire/EMS Department.

2.9 ***Police Department*** means the City of Fairburn Police Department.

2.10 ***Public Safety Answering Point ("PSAP")*** means an emergency communications dispatch operation, responsible for answering all telephone 911 calls, employing technologies such as trunked radio, Enhanced 911, Computer Aided Dispatch ("CAD") and Mobile Data.

2.11 ***Staffing Levels*** means the availability of communications officers to handle calls for service from the City of Fairburn. Specific positions or individuals cannot be identified inasmuch as the number of dispatchers is based on call volume and

incoming calls for service are processed by the first available call taker regardless of where the call originates, which is intended to reflect that same level being provided to the area by operation of the County budget.

ARTICLE 3

TERM OF AGREEMENT

The initial term of this Agreement is for twelve (12) months, from January 1, 2023, at 0000 hours and concluding December 31, 2023, at 2400 hours, with three (3) automatic renewals commencing on January 1 of each successive year. This Agreement shall terminate at 2400 hours on December 31, 2026. At the conclusion of the last term (2400 hours on December 31, 2026), the City will be solely responsible for providing all public safety answering point services within City boundaries, unless extended by mutual agreement approved by both governing bodies. The parties will meet on or before December 31, 2026, to review service under this Agreement and consider proposed modifications of the term. Any such proposed change is subject to consideration and approval of the Fulton County Board of Commissioners and the City of Fairburn City Council.

The parties agree that the City may, at any time, upon sixty (60) days notice to the County, terminate this Agreement upon its determination that it wishes to provide its own emergency communications services or provide emergency communications services by other means.

ARTICLE 4

COMPENSATION AND CONSIDERATION

4.1 For the emergency communications services to be rendered pursuant to this Agreement, based upon the call volume described herein below in sub-paragraph 5.4, the County is entitled to impose and retain a monthly 911 charge upon each wired and wireless telephone subscriber served by the County's 911 service, as provided by O.C.G.A. § 46-5-134. Additionally, the County is entitled to impose and retain an annual subsidy from the City in the amount of **$400,000.00**. Nothing in this Agreement shall preclude the County's right to continue to collect such fees for 911 access and services performed during the term hereof as it relates to calls originating from within the City of Fairburn.

4.2 The County agrees to provide an invoice representing the full amount of the subsidy owed by the City for the term of this Agreement and subsequent invoices for any renewals of the Agreement within thirty (30) days of the execution of the Agreement or each renewal of the Agreement as applicable. The City agrees to promptly remit full payment of the invoiced amount within (30) days of receipt of the invoice from the County. A late payment penalty will accrue at the rate of one percent (1%) per month or part thereof for any payment that is delinquent.

ARTICLE 5

EMERGENCY COMMUNICATIONS SERVICES

5.1 The County operates a consolidated public safety answering point in its Emergency Communications Center on a 24-hour basis, 365 days per year, staffed in two (2) 12-hour shifts each day from which the services contemplated under this Agreement will be rendered. The Communications Officers receive citizens' requests for service, process those requests, dispatch emergency units as appropriate, and monitor Police, Fire, and EMS activities. The Emergency Medical Priority Dispatch System is employed to process medical calls and provide callers with pre-arrival instructions.

5.2 Based upon the volume of calls originating from within the City of Fairburn, provisions of emergency communications services provided by communications officers shall be as furnished in the positions of call takers, dispatchers, and supervisors during day, and morning shifts and may be modified by the Director of Fulton County Department of Emergency Services 911 from time to time as needs arise. These staffing positions represent the global level necessary for a complete 24-hour period in Fulton County.

5.3 The Director of Fulton County Department of Emergency Services 911 may utilize overtime to fill temporary vacancies caused by, but not limited to: sick or annual leave issues, temporary disability, relief of duty, and Family Medical Leave Act absences. The financial costs associated with overtime utilized to fill such vacancies will be the sole responsible of the County.

5.4 The nature of the wide-ranging (both emergency and non-emergency), continuous and multitudinous nature of the calls received by a large metropolitan Public Safety Answering Point (PSAP) like the Fulton County Department of Emergency Services 911, makes it difficult to assign an "average call answer time." However, it is the objective of the Department to respond, on average, to 911 calls emanating from the City of Fairburn with an average ten (10) second call answer time for emergency calls for service 90% of the time. Exceptions would be unpredictable system overload, declared disaster, or disruption in voice or data transmission.

ARTICLE 6

EQUIPMENT

The County shall furnish and maintain in good working condition for the benefit of the City, all necessary 800 MHz digital radio emergency communication facilities and equipment necessary and proper for the purpose of performing the services, duties, and responsibilities described in this Agreement.

ARTICLE 7

EMPLOYMENT STATUS

7.1 All emergency communications officers, as well as any other Fulton County personnel assigned under this Agreement, are and will continue to be employees of the County for all purposes, including but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions. All emergency communications employees will continue to report under the management structure established in the Fulton County Department of Emergency Services 911.

7.2 In the event the City Administrator becomes dissatisfied with the performance of any sworn or civilian personnel performing emergency communications services on behalf of the City, the City Administrator shall discuss the concerns with the Director of the Fulton County Department of Emergency Services 911.

7.3 Fulton County Department of Emergency Services 911 employees will not be specifically assigned as call takers for the City of Fairburn, because the County operates a consolidated center, the E911 telephone equipment routes calls from anywhere in the County to the first available call taker. Any other method of staff deployment would reduce the service level and adversely impact all citizens of Fulton County, including the City of Fairburn. Accordingly, the number of employees needed by call volume from Fairburn has been estimated, but not assigned to specific employees.

ARTICLE 8

RECORDKEEPING AND REPORTING

8.1 The Police and Fire Department Records Sections are the central repository for all police and fire department records and are available public records as defined by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*

8.2 The Director of the Fulton County Department of Emergency Services 911 shall prepare and deliver monthly reports to the City Administrator. The reports shall describe the volume of 911 calls for service, identification of police, fire, or EMS, and answer speed for calls originating within the City of Fairburn.

8.3 Except as limited by provision of state or federal law, the City may request, review, and access data and County records, at a mutually agreed upon time and place, to ensure compliance with this Agreement.

ARTICLE 9

ANCILLARY SERVICES

9.1 The County must provide a variety of ancillary services incumbent on a large metropolitan public safety answering point. These services will be provided to the City pursuant to this Agreement, the consideration for which has been calculated as part of the payment provided in Article 4.

9.2 In addition to E911 reception and radio dispatch, ancillary services provided by the Department of Emergency Services 911 include technical operations, administration, quality assurance, training, and preparing and planning for, responding to, and recovering from emergencies or disasters.

9.3 During the term of this Agreement, the County will continue to provide administrative services, cost allocation, facilities maintenance, fiscal management, general operating supplies, human resources, information systems, maintenance, public information, purchasing, utilities and other critical services attendant to the operation of a public safety answering point.

9.4 During the term of this Agreement, the County will continue to administer the 911 Advisory Committee as required by O.C.G.A. § 46-5-136. The City of Fairburn will be required to participate in committee meetings, as well as utilize the committee for the City's compliance with the requirements as provided for within state law.

ARTICLE 10

CITY- COUNTY RELATIONS

10.1 The Director of the Fulton County Department of Emergency Services 911, or his/her designee, will notify the County Manager and City Administrator in the event of a significant emergency communications or emergency management situation within the City. The Director of Fulton County Department of Emergency Services 911 and the City Administrator shall designate the kinds of incidents that are to be considered "significant" by a memorandum. In the event no memorandum is executed, the City Administrator shall be notified consistent with the notification by the Fulton County Department of Emergency Services 911 to the County Manager.

10.2 At the request of the City Administrator, the Director of the Fulton County Department of Emergency Services 911 or that official's designee shall be available to attend City Council meetings on an "as needed" basis.

10.3 The County shall be the sole provider of public safety answering point services during the term of this Agreement.

ARTICLE 11

TRANSITION

11.1 In the event of the termination or expiration of this Agreement, the County and the City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from County to a municipal public safety answering point and to maintain the same high quality of 911 and emergency medical response provided by this Agreement for the residents, businesses, and visitors of the City.

11.2 The Director of the Fulton County Department of Emergency Services 911 or his/her designee shall present a summary report to the City Council within sixty (60) days of the conclusion of this Agreement to facilitate the transition to the City's PSAP.

11.3 The County and the City agree that ninety (90) days prior to the expiration of this Agreement, the City Administrator and County Manager will meet and confer to effect a smooth transition.

ARTICLE 12

INDEMNIFICATION

12.1 It is the intent of the parties to be covered under the auspices of the immunity granted by O.C.G.A. § 46-5-131. Only to the extent permitted by law and in the event O.C.G.A. § 46-5-131 is deemed inapplicable, shall the City defend, indemnify, and hold harmless the County and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or it officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by the City, its employees, officers, and agents. The County shall promptly notify the City of each claim, assert all statutory defenses, cooperate with the City in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the City's participation.

12.2 The immunity and indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the term of this Agreement.

ARTICLE 13

EVENT OF DEFAULT

13.1 An event of default shall mean a material breach of this Agreement by the County as follows:

13.1.1 The County repeatedly disregards local priorities established by the City Administrator which the County is required to observe by the Agreement, and which have been communicated in writing by action of the City Council to the County on more than one occasion.

13.1.2 The County does not maintain sufficient personnel in the Department of Emergency Services 911 to handle the volume of 911 calls as required by Article 5.

13.1.3 The County consistently fails to meet the levels of service outlined in Article 5, which failure has been communicated in writing by action of the City Council to the County on more than one occasion.

13.2 An event of default shall mean a material breach of this Agreement by the City as follows:

13.2.1 Failure of the City to establish specific objectives, written and attainable local priorities for local emergency communication services activities and transmit the same to the Director of the Fulton County Department of Emergency Services 911.

13.2.2 Failure of the City to remit timely payment of any subsidy amount payable pursuant to Article 4 of this Agreement.

ARTICLE 14

TERMINATION AND REMEDIES

14.1 The City or the County may terminate this Agreement only for an event of default, or as outlined in Article 3, Term of Agreement, unless the default is cured as provided in this Article.

14.2 If an event of default occurs, in the determination of the City, the City shall notify the County in writing; specify the basis for the default and advise the County that the default must be cured to the City's reasonable satisfaction within a sixty (60) day period. The City may grant additional time to cure the default, as the City may deem appropriate, without waiver of any of the City's rights, so long as the County has commenced curing the default and is effectuating a cure with diligence and

continuity during the sixty (60) day period, or any longer period which the City prescribes.

14.3 If an event of default occurs, in the determination of the County, the County may notify the City in writing, specify the basis for the default and advise the City that the default must be cured to the County's reasonable satisfaction within a sixty (60) day period; except that for events of default related to the payment of fees, the cure period is reduced to thirty (30) days. The County may grant additional time to cure the default, as the County may deem appropriate, without waiver of any of the County's rights, so long as the City has commenced curing the default and is effectuating a cure with diligence and continuity during the sixty (60) day period (30 days for payments) or any longer period which the County prescribes.

14.4 In the event that either party breaches a material term or condition of this Agreement, other than an event of default, the party in breach, upon receipt of a written request from the non-breaching party, shall remedy the breach within thirty (30) days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching party may utilize the remedies of declaratory judgment, specific performance, mandamus or injunctive relief to compel the breaching party to remedy the breach.

14.5 The parties reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

ARTICLE 15

AMENDMENTS

This Agreement may be modified at any time during the term by mutual written consent of both parties.

ARTICLE 16

NOTICES

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County:

Richard "Dick" Anderson, County Manager
141 Pryor Street, S.W.,
Suite 1000
Atlanta, Georgia 30303
404-612-8335
404-612-0350 (facsimile)

ARTICLE 18

ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and agreement of the parties regarding the subject matter of the Agreement.

ARTICLE 19

SEVERABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effects as if the invalid provision or portion of the provision were not part of this Agreement.

ARTICLE 20

BINDING EFFECT

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors and assigns.

ARTICLE 21

COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

WHEREFORE, the parties have read and understood the terms of this agreement, they do hereby agree to such terms by execution of their signatures on the next page.

[SIGNATURES APPEAR ON FOLLOWING PAGE]
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers as of the date first above written.

FULTON COUNTY, GEORGIA

Robb L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier, Clerk (SEAL)
Clerk to the Commission

APPROVED AS TO FORM:

Soo Jo
County Attorney

APPROVES AS TO SUBSTANCE:

Chris Sweigart, Director
Department of Emergency Services 911

FAIRBURN, GEORGIA

Mario B. Avery, Mayor
City of Fairburn

ATTEST:

Brenda B. James, City Clerk
City of Fairburn

(Seal)

APPROVED AS TO SUBSTANCE

Tony M. Phillips, City Administrator
City of Fairburn

James McCarthy, Chief of Police
City of Fairburn

Cornelius Robinson, Fire Chief
City of Fairburn

APPROVED AS TO FORM:

Rory K. Starkey, City Attorney
City of Fairburn

ITEM # 22-6914 RM 12/7/22
REGULAR MEETING

INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF
911 EMERGENCY COMMUNICATION SERVICES
BETWEEN
FULTON COUNTY, GEORGIA and
THE CITY OF PALMETTO, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), by and between Fulton County, Georgia (hereinafter "County"), a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and the City of Palmetto, Georgia (hereinafter "City"), a municipality if the State of Georgia, entered into this 4 day of November, 2020.

WITNESSETH:

WHEREAS, the Fulton County Board of Commissioners has previously entered into the Agreement with the City to provide use of the Fulton County Radio Communications System for a period of three (3) years; and

WHEREAS, the Georgia Constitution, ARTICLE IX, § 2, ¶ 3, except as otherwise provided by law, prohibits cities and counties from exercising governmental authority within each other's boundaries except by Intergovernmental Agreement; and

WHEREAS, the County and the City desire to enter into a new Intergovernmental Agreement (the "911 IGA") for the County to provide a public safety answering point within the boundaries of the City for a term of twelve (12) months, from January 1, 2021 through and including December 31, 2021 with three (3) automatic renewals commencing on January 1 of each successive year; and

WHEREAS, the 911 IGA establishes the cost of Enhanced 911 Emergency call reception and public safety radio dispatch services to be provided by the County to the City pursuant to this Agreement; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereunto agree as follows:

ARTICLE 1

PURPOSE AND INTENT

1.1 The purpose of this Agreement is to provide the vital and necessary communications link between the City of Palmetto citizens and the Fulton County Department of Emergency Communications-911 through use of the County's consolidated 911 call reception and radio dispatching of requests of public safety services for a term of twelve (12) months from January 1, 2021at 0000 hours and concluding at 2400 hours on December 31, 2021 with three (3) automatic renewals commencing on January 1 of each successive year. This Agreement shall terminate at 2400 hours on December 31, 2024.

1.2 Fulton County therefore agrees to provide the City of Palmetto with courteous, efficient, and accessible E911 and public safety radio dispatch services to requests for assistance from citizens involving emergencies, non-emergencies, and response to natural and man-made disasters, for the term prescribed in this Agreement, consistent with the overall quality of services provided throughout the County.

ARTICLE 2

DEFINITIONS

For the purposes of this Agreement, the following terms shall be defined as:

2.1 ***Call for Service*** means a request received from the public through the County's public safety answering point, Enhanced 911 system, requiring emergency or non-emergency Police Department, Fire Department, or Ambulance pre-hospital care response or assistance in response to natural and man-made incidents.

2.2 ***Communications Officer*** means any employee of the Fulton County Emergency Communications-911 Department, who has successfully completed the basic training course required by O.C.G.A. § 35- 8- 23, to receive, process, or transmit public safety information and dispatch law enforcement officers, firefighters, medical personnel, or emergency management personnel.

2.3 ***Contract Administrators*** means the Director of the Fulton County Emergency Communications-911 Department, or the designee of such Director for the COUNTY, and the Mayor/City Administrator, or the designee of such Administrator of the CITY. The primary responsibilities of the Contract Administrators are to coordinate and communicate with each other and to manage and supervise execution and completion of the terms and conditions of this Agreement as set forth herein. In the Administration of the Agreement, as contrasted with matters of policy, all parties may rely on the instructions and determinations made by the

Contract Administrators; provided, however, that such instructions and determinations do not increase the obligations of the COUNTY or the CITY hereunder.

2.4 ***Emergency Communications Services*** means the receipt of incoming calls for service through the enhanced 911 telephone system for emergency and non-emergency requests for medical, police, fire, and other public safety services, and initiation of the appropriate response action. The service also includes the coordination of requests for support and auxiliary services from field units and refers crimes and incidents not requiring an on-scene investigation by a field unit to the appropriate police between citizens and Fulton County Emergency Communications 911 Department through consolidated, Enhanced 911 call reception and radio dispatching of requests for public safety services. The Countywide 800MHz trunked radio system (hereinafter "County 800 MHz Radio System") is the primary method of dispatching calls for service to Fulton County field units and the Fulton County private ambulance services.

2.5 ***Emergency Communications 911 Department ("Department")*** means that unit of Fulton County Government responsible for emergency communications services, including answering all telephone 911 calls for emergency service and dispatching police and fire to the proper locations and notifying the ambulance service of the request for Emergency Medical Services. The Department also maintains the County 800 MHz Radio System to ensure the vital communications link between the citizens and the delivery of service by the appropriate agency is not interrupted.

2.6 ***Emergency Medical Priority Dispatch System*** means that system employed by Fulton County to process medical calls and provide callers with pre-arrival instructions.

2.7 ***Enhanced 911 Emergency Telephone Number System*** means that system which provides County Emergency Communications personnel the telephone number, name, and address of the telephone subscriber, and other pertinent information on any 911 calls placed within Fulton County.

2.8 ***Fire Department*** means the City of Palmetto Fire/EMS Department.

2.9 ***Police Department*** means the City of Palmetto Police Department.

2.10 ***Public Safety Answering Point ("PSAP")*** means an emergency communications dispatch operation, responsible for answering all telephone 911 calls, employing technologies such as trunked radio, Enhanced 911, Computer Aided Dispatch ("CAD") and Mobile Data.

2.11 ***Staffing Levels*** means the availability of communications officers to handle calls for service from the City of Palmetto. Specific positions or individuals cannot be identified inasmuch as the number of dispatchers is based on call volume and incoming calls for service are processed by the first available call taker regardless of where the call originates, which is intended to reflect that same level being provided to the area by operation of the 2021 County budget.

ARTICLE 3

TERM OF AGREEMENT

The initial term of this Agreement is for twelve (12) months, from January 1, 2021 at 0000 hours and concluding December 31, 2021 with three (3) automatic renewals commencing on January 1 of each successive year. This Agreement shall terminate at 2400 hours on December 31, 2024. At the conclusion of the last term (2400 hours on December 31, 2024), the City will be solely responsible for providing all public safety answering point services within City boundaries, unless extended by mutual agreement approved by both governing bodies. The parties will meet on or before December 1, 2024 to review service under this Agreement and consider proposed modifications of the term. Any such proposal change is subject to consideration and approval of the Fulton County Board of Commissioners and the City of Palmetto City Council.

The parties agree that the City may, at any time, upon sixty (60) days notice to the County, terminate this Agreement upon its determination that it wishes to provide its own emergency communications services or provide emergency communications services by other means.

ARTICLE 4

COMPENSATION AND CONSIDERATION

4.1 For the emergency communications services to be rendered pursuant to this Agreement, based upon the call volume described herein below in sub-paragraph 5.4, the County remains entitled to impose and retain a monthly 911 charge upon each wired and wireless telephone subscriber served by the County's 911 service, as provided by O.C.G.A. § 46- 5- 134. Additionally, the County is entitled to impose and retain an annual subsidy from the City in the amount of **$57,000**. Nothing in this Agreement shall preclude the County's right to continue to collect such fees for 911 access and services performed during the term hereof as it relates to calls originating from within the City of Palmetto.

ARTICLE 5

EMERGENCY COMMUNICATIONS SERVICES

5.1 The County operates a consolidated public safety answering point in its Emergency Communications Center on a 24-hour basis, 365 days per year, staffed in two (2) 12-hour shifts each day from which the services contemplated under this Agreement will be rendered. The Communications Officers receive citizens' requests for service, process those requests, dispatch emergency units as appropriate, and monitor Police, Fire, and EMS activities. The Emergency Medical Priority Dispatch System is employed to process medical calls and provide callers with pre-arrival instructions.

5.2 Based upon the volume of calls originating from within the City of Palmetto, provisions of emergency communications services provided by communications officers shall be as furnished in the positions of call takers, dispatchers, and supervisors during day, evening, and morning shifts and may be modified by the Director of Fulton County Emergency Communications-911 Department from time to time as needs arise. These staffing positions represent the global level necessary for a complete 24-hour period in Fulton County.

5.3 The Director of Fulton County Emergency Communications 911 Department may utilize overtime to fill temporary vacancies caused by, but not limited to: sick or annual leave issues, temporary disability, relief of duty, and Family Medical Leave Act absences. The financial costs associated with overtime utilized to fill such vacancies will be the sole responsible of the County.

5.4 The nature of the wide-ranging (both emergency and non-emergency), continuous and multitudinous nature of the calls received by a large metropolitan Public Safety Answering Point (PSAP) like the Fulton County Emergency Communications 911 Department, makes it difficult to assign an "average call answer time." However, it is the objective of the Department to respond, on average, to 911 calls emanating from the City of Palmetto with an average ten (10) second call answer time for emergency calls for service 90% of the time. Exceptions would be unpredictable system overload, declared disaster, or disruption in voice or data transmission.

ARTICLE 6

EQUIPMENT

The County shall furnish and maintain in good working condition for the benefit of the City, all necessary 800 MHz trunked radio emergency communication facilities and equipment necessary and proper for the purpose of performing the services, duties, and responsibilities described in this Agreement.

ARTICLE 7

EMPLOYMENT STATUS

7.1 All emergency communications officers, as well as any other Fulton County personnel assigned under this Agreement, are and will continue to be employees of the County for all purposes, including but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions. All emergency communications employees will continue to report under the management structure established in the County Emergency Communications 911 Department.

7.2 In the event the Mayor/City Administrator becomes dissatisfied with the performance of any sworn or civilian personnel performing emergency communications services on behalf of the City, the Mayor/City Administrator shall discuss the concerns with the Director of the Fulton County Emergency Communications 911 Department.

7.3 Fulton County Emergency Communications 911 Department employees will not be specifically assigned as call takers for the City of Palmetto, because the County operates a consolidated center, the E911 telephone equipment routes calls from anywhere in the County to the first available call taker. Any other method of staff deployment would reduce the service level and adversely impact all citizens of Fulton County, including the City of Palmetto. Accordingly, the number of employees needed by call volume from Fairburn has been estimated, but not assigned to specific employees.

ARTICLE 8

RECORDKEEPING AND REPORTING

8.1 The Police and Fire Department Records Sections are the central repository for all police and fire department records and are available public records as defined by the Georgia Open Records Act, O.C.G.A. § 50- 18- 70, *et seq.*

8.2 The Director of the Fulton County Emergency Communications 911 Department shall prepare and deliver monthly reports to the Mayor/City Administrator. The reports shall describe the volume of 911 calls for service, identification of police, fire, or EMS, and answer speed for calls originating within the City of Palmetto.

8.3 Except as limited by provision of state or federal law, the City may request, review, and access data and County records, at a mutually agreed upon time and place, to ensure compliance with this Agreement.

ARTICLE 9

ANCILLARY SERVICES

9.1 The County must provide a variety of ancillary services incumbent on a large metropolitan public safety answering point. These services will be provided to the City pursuant to this Agreement, the consideration for which has been calculated as part of the payment provided in Article 4.

9.2 In addition to E911 reception and radio dispatch, ancillary services provided by the Emergency Communications 911 Department include technical operations, administration, quality assurance, training, and preparing and planning for, responding to, and recovering from emergencies or disasters.

9.3 During the operation of this Agreement, the County will continue to provide administrative services, cost allocation, facilities maintenance, fiscal management, general operating supplies, human resources, information systems, maintenance, public information, purchasing, utilities and other critical services attendant to the operation of a public safety answering point.

9.4 During the term of this Agreement, the County will continue to administer the 911 Advisory Committee as required by O.C.G.A. § 46-5-136. The City of Palmetto will be required to participate in committee meetings, as well as utilize the committee for the City's compliance with the requirements as provided for within state law.

ARTICLE 10

CITY- COUNTY RELATIONS

10.1 The Director of the Fulton County Emergency Communications 911 Department, or his/her designee, will notify the County Manager and Mayor/City Administrator in the event of a significant emergency communications or emergency management situation within the City. The Director of Fulton County Emergency Communications 911 Department and the Mayor/City Administrator shall designate the kinds of incidents that are to be considered "significant" by a memorandum. In the event no memorandum is executed, the Mayor/City Administrator shall be notified consistent with the notification by the Fulton County Emergency Communications 911 Department to the County Manager.

10.2 At the request of the Mayor/City Administrator, the Director of the Fulton County Emergency Communications 911 Department or that official's designee shall be available to attend City Council meetings on an "as needed" basis.

10.3 The County shall be the sole provider of public safety answering point services during the operation of this Agreement.

ARTICLE 11

TRANSITION

11.1 In the event of the termination or expiration of this Agreement, the County and the City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from County to a municipal public safety answering point and to maintain the same high quality of 911 and emergency medical response provided by this Agreement for the residents, businesses, and visitors of the City.

11.2 The Director of the Fulton County Emergency Communications 911 Department or his/her designee shall present a summary report to the City Council within sixty (60) days of the conclusion of this Agreement to facilitate the transition to the City's PSAP.

11.3 The County and the City agree that ninety (90) days prior to the expiration of this Agreement, the Mayor/City Administrator and County Manager will meet and confer to effect a smooth transition.

ARTICLE 12

INDEMNIFICATION

12.1 It is the intent of the parties to be covered under the auspices of the immunity granted by O.C.G.A. § 46- 5- 131. Only to the extent permitted by law and in the event O.C.G.A. § 46- 5- 131 is deemed inapplicable, shall the City defend, indemnify, and hold harmless the County and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or it officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by the City, its employees, officers, and agents. The County shall promptly notify the City of each claim, assert all statutory defenses, cooperate with the City in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the City's participation.

12.2 The immunity and indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

ARTICLE 13

EVENT OF DEFAULT

13.1 An event of default shall mean a material breach of this Agreement by the County as follows:

13.1.1 The County repeatedly disregards local priorities established by the Mayor/City Administrator which the County is required to observe by the Agreement and which have been communicated in writing by action of the City Council to the County on more than one occasion.

13.1.2 The County does not maintain sufficient personnel in the Emergency Communications 911 Department to handle the volume of 911 calls as required by Article 5.

13.1.3 The County consistently fails to meet the levels of service outlined in Article 5, which failure has been communicated in writing by action of the City Council to the County on more than one occasion.

13.2 An event of default shall mean a material breach of this Agreement by the City as follows:

13.2.1 Failure of the City to establish specific objectives, written and attainable local priorities for local emergency communication services activities and transmit the same to the Director of the Fulton County Department of Emergency Communications 911.

ARTICLE 14

TERMINATION AND REMEDIES

14.1 The City or the County may terminate this Agreement only for an event of default, or as outlined in Article 3, Term of Agreement, unless the default is cured as provided in this Article.

14.2 If an event or default occurs, in the determination of the City, the City shall notify the County in writing; specify the basis for the default and advise the County that the default must be cured to the City's reasonable satisfaction within a sixty (60) day period. The City may grant additional time to cure the default, as the City may deem appropriate, without waiver of any of the City's rights, so long as the County has commenced curing the default and is effectuating a cure with diligence and continuity during the sixty (60) day period, or any longer period which the City prescribes.

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and is effectuating a cure with diligence and continuity during the sixty (60) day period (30 days for payments) or any longer period which the County prescribes.

14.4 In the event that either party breaches a material term of condition of this Agreement, other than an event of default, the party in breach, upon receipt of a written request from the non-breaching party, shall remedy the breach within thirty (30) days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching party may utilize the remedies of declaratory judgment, specific performance, mandamus or injunctive relief to compel the breaching party to remedy the breach.

14.5 The parties reserve all available remedies afforded by law to enforce any term of condition of this Agreement.

ARTICLE 15

AMENDMENTS

This Agreement may be modified at any time during the term by mutual written consent of both parties.

ARTICLE 16

NOTICES

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County:

Richard "Dick" Anderson, County Manager
141 Pryor Street, SW Suite 10000
Atlanta, Georgia 30303
(404) 612-4500
(404) 730-6705 (facsimile)

With a copy to:

Patrise Perkins-Hooker, County Attorney
141 Pryor Street, S.W.
Suite 4038
Atlanta, Georgia 30303
404-612-0246
404-730-6324 (facsimile)

If to the City:

J. Clark Boddie, Mayor
City of Palmetto
509 Toombs Street
Palmetto, GA 30268
(770) 463-3377
(770) 463-2890 (facsimile)

ARTICLE 17

NON- ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 18

ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and agreement of the parties regarding the subject matter of the Agreement.

ARTICLE 19

SEVERABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effects as if the invalid provision or portion of the provision were not part of this Agreement.

ARTICLE 20

BINDING EFFECT

This Agreement shall insure to the benefit of, and be binding upon, the respective parties' successors

ARTICLE 21

COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

BOARD OF COMMISSIONERS

TONYA R. GRIER
CLERK TO THE COMMISSION

APPROVED AS TO FORM:

Patrise Perkins-Hooker
County Attorney

APPROVED AS TO SUBSTANCE:

Chris Sweigart, Interim Director
Fulton County Emergency Services

PALMETTO, GEORGIA

J. Clark Boddie, Mayor
City of Palmetto

City Clerk (Seal)

APPROVED AS TO FORM:

City Attorney

ITEM # 20-0777 RM 11/4/20
REGULAR MEETING



Docusign Envelope ID: A66CEC14-1F43-4625-A859-3DF3D5EF60FA

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF 911 EMERGENCY COMMUNICATION SERVICES BETWEEN FULTON COUNTY, GEORGIA and THE CITY OF SOUTH FULTON, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), by and between Fulton County, Georgia (hereinafter "County"), a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and the City of South Fulton, Georgia (hereinafter "City"), a municipality of the State of Georgia, entered into this 1st day of October, 2025.

WITNESSETH:

WHEREAS, the Fulton County Board of Commissioners has previously entered into the Agreement with the City to provide use of the Fulton County Digital Radio Communications System for a period of three (3) years; and

WHEREAS, the Georgia Constitution, ARTICLE IX, § 2, ¶ 3, except as otherwise provided by law, prohibits cities and counties from exercising governmental authority within each other's boundaries except by Intergovernmental Agreement; and

WHEREAS, the County and the City desire to enter into a new Intergovernmental Agreement (the "911 IGA") for the County to provide a public safety answering point within the boundaries of the City for a term of twelve (12) months, from October 1, 2025, through and including September 30, 2026, with three (3) automatic renewals commencing on October 1 of each successive year; and

WHEREAS, the 911 IGA establishes the cost of Enhanced 911 Emergency call reception and public safety radio dispatch services to be provided by the County to the City pursuant to this Agreement; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereunto agree as follows:

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ARTICLE 1

PURPOSE AND INTENT

1.1 The purpose of this Agreement is to provide the vital and necessary communications link between the City of South Fulton citizens and the Fulton County Department of Emergency Services 911 through use of the County's consolidated 911 call reception and radio dispatching of requests of public safety services for a term of twelve (12) months from October 1, 2025 at 0000 hours and concluding at 2400 hours on September 30, 2026 with three (3) automatic renewals commencing on October 1 of each successive year. This Agreement shall terminate at 2400 hours on September 30, 2029.

1.2 Fulton County therefore agrees to provide the City of South Fulton with courteous, efficient, and accessible E911 and public safety radio dispatch services to requests for assistance from citizens involving emergencies, non-emergencies, and response to natural and man-made disasters, for the term prescribed in this Agreement, consistent with the overall quality of services provided throughout the County.

ARTICLE 2

DEFINITIONS

For the purposes of this Agreement, the following terms shall be defined as:

2.1 ***Call for Service*** means a request received from the public through the County's public safety answering point, Enhanced 911 system, requiring emergency or non-emergency Police Department, Fire Department, or Ambulance pre-hospital care response or assistance in response to natural and man-made incidents.

2.2 ***Communications Officer*** means any employee of the Fulton County Department of Emergency Services 911, who has successfully completed the basic training course required by O.C.G.A. § 35- 8- 23, to receive, process, or transmit public safety information and dispatch law enforcement officers, firefighters, medical personnel, or emergency management personnel.

2.3 ***Contract Administrators*** means the Director of the Fulton County Department of Emergency Services 911, or the designee of such Director for the COUNTY, and the City Administrator, or the designee of such Administrator of the CITY. The primary responsibilities of the Contract Administrators are to coordinate and communicate with each other and to manage and supervise execution and completion of the terms and conditions of this Agreement as set forth herein. In the Administration of the Agreement, as contrasted with matters of policy, all parties may rely on the instructions and determinations made by the

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Contract Administrators; provided, however, that such instructions and determinations do not increase the obligations of the COUNTY or the CITY hereunder.

2.4 ***Emergency Communications Services*** means the receipt of incoming calls for service through the enhanced 911 telephone system for emergency and non-emergency requests for medical, police, fire, and other public safety services, and initiation of the appropriate response action. The service also includes the coordination of requests for support and auxiliary services from field units and refers crimes and incidents not requiring an on-scene investigation by a field unit to the appropriate police between citizens and Fulton County Department of Emergency Services 911 through consolidated, Enhanced 911 call reception and radio dispatching of requests for public safety services. The Countywide APCO P25 Phase 2 Digital 800 MHz radio system (hereinafter "County 800 MHz Radio System") is the primary method of dispatching calls for service to field units and private ambulance services.

2.5 ***Emergency Services 911 ("Department")*** means that unit of Fulton County Government responsible for emergency communications services, including answering all telephone 911 calls for emergency service and dispatching police and fire and medical services to the proper locations. The Department also maintains the County APCO P25 Phase 2 Digital 800 MHz radio system to ensure the vital communications link between the citizens and the delivery of service by the appropriate agency is not interrupted.

2.6 ***Emergency Medical Priority Dispatch System*** means that system employed by Fulton County to process medical calls and provide callers with pre-arrival instructions.

2.7 ***Enhanced 911 Emergency Telephone Number System*** means that system which provides County Emergency Communications personnel the telephone number, name, and address of the telephone subscriber, and other pertinent information on any 911 calls placed within Fulton County.

2.8 ***Fire Department*** means the City of South Fulton Fire/EMS Department.

2.9 ***Police Department*** means the City of South Fulton Police Department.

2.10 ***Public Safety Answering Point ("PSAP")*** means an emergency communications dispatch operation, responsible for answering all telephone 911 calls, employing technologies such as trunked radio, Enhanced 911, Computer Aided Dispatch ("CAD") and Mobile Data.

2.11 ***Staffing Levels*** means the availability of communications officers to handle calls for service from the City of South Fulton. Specific positions or individuals cannot be identified in as much as the number of dispatchers is based on call volume and

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incoming calls for service are processed by the first available call taker regardless of where the call originates, which is intended to reflect that same level being provided to the area by operation of the County budget.

ARTICLE 3

TERM OF AGREEMENT

The initial term of this Agreement is for twelve (12) months, from October 1, 2025, at 0000 hours and concluding September 30, 2026, with three (3) automatic renewals commencing on October 1 of each successive year. This Agreement shall terminate at 2400 hours on September 30, 2029. At the conclusion of the last term (2400 hours on September 30, 2029), the City will be solely responsible for providing all public safety answering point services within City boundaries, unless extended by mutual agreement approved by both governing bodies. The parties will meet on or before September 1, 2029, to review service under this Agreement and consider proposed modifications of the term. Any such proposal change is subject to consideration and approval of the Fulton County Board of Commissioners and the City of South Fulton Council.

The parties agree that the City may, at any time, upon sixty (60) days' notice to the County, terminate this Agreement upon its determination that it wishes to provide its own emergency communications services or provide emergency communications services by other means.

ARTICLE 4

COMPENSATION AND CONSIDERATION

4.1 For the emergency communications services to be rendered pursuant to this Agreement, based upon the call volume described herein below in sub-paragraph 5.4, the County is entitled to impose and retain monthly 911 charge upon each wired and wireless telephone subscribers served by the County's 911 service, as provided by O.C.G.A. § 46- 5- 134. Additionally, the County is entitled to impose and retain an annual subsidy from the City in the amount of **$1,650,000**. Nothing in this Agreement shall preclude the County's right to continue to collect such fees for 911 access and services performed during the term hereof as it relates to calls originating from within the City of South Fulton.

4.2 The County agrees to provide an invoice representing the full amount of the subsidy owed by the City for the term of this Agreement and subsequent invoices for any renewals of the Agreement within thirty (30) days of the execution of the Agreement or each renewal of the Agreement as applicable. The City agrees to promptly remit full payment of the invoiced amount within thirty (30) days of receipt of the invoice from the County. A late payment penalty will accrue at the rate of one percent (1%) per month or part thereof for any payment that is delinquent.

Docusign Envelope ID: A66CEC14-1F43-4625-A859-3DF3D5EF60FA

ARTICLE 5

EMERGENCY COMMUNICATIONS SERVICES

5.1 The County operates a consolidated public safety answering point in its Emergency Communications Center on a 24-hour basis, 365 days per year, staffed in two (2) 12-hour shifts each day from which the services contemplated under this Agreement will be rendered. The Communications Officers receive citizens' requests for service, process those requests, dispatch emergency units as appropriate, and monitor Police, Fire, and EMS activities. The Emergency Medical Priority Dispatch System is employed to process medical calls and provide callers with pre-arrival instructions.

5.2 Based upon the volume of calls originating from within the City of South Fulton, provisions of emergency communications services provided by communications officers shall be as furnished in the positions of call takers, dispatchers, and supervisors during day and morning shifts and may be modified by the Director of Fulton County Department of Emergency Services 911 from time to time as needs arise. These staffing positions represent the global level necessary for a complete 24-hour period in Fulton County.

5.3 The Director of Fulton County Department of Emergency Services 911 may utilize overtime to fill temporary vacancies caused by, but not limited to: sick or annual leave issues, temporary disability, relief of duty, and Family Medical Leave Act absences. The financial costs associated with overtime utilized to fill such vacancies will be the sole responsibility of the County.

5.4 The nature of the wide-ranging (both emergency and non-emergency), continuous and multitudinous nature of the calls received by a large metropolitan Public Safety Answering Point (PSAP) like the Fulton County Department of Emergency Services 911, makes it difficult to assign an "average call answer time." However, it is the objective of the Department to respond, on average, to 911 calls emanating from the City of South Fulton with an average fifteen (15) second call answer time for emergency calls for service 90% of the time. Exceptions would be unpredictable system overload, declared disaster, or disruption in voice or data transmission.

ARTICLE 6

EQUIPMENT

The County shall furnish and maintain in good working condition for the benefit of the City, all necessary 800 MHz digital radio emergency communication facilities and equipment necessary and proper for the purpose of performing the services, duties, and responsibilities described in this Agreement.

Docusign Envelope ID: A66CEC14-1F43-4625-A859-3DF3D5EF60FA

ARTICLE 7

EMPLOYMENT STATUS

7.1 All emergency communications officers, as well as any other Fulton County personnel assigned under this Agreement, are and will continue to be employees of the County for all purposes, including but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions. All emergency communications employees will continue to report under the management structure established in the County Department of Emergency Services 911.

7.2 In the event the City Administrator becomes dissatisfied with the performance of any sworn or civilian personnel performing emergency communications services on behalf of the City, the City Administrator shall discuss the concerns with the Director of the Fulton County Department of Emergency Services 911.

7.3 Fulton County Department of Emergency Services 911 employees will not be specifically assigned as call takers for the City of South Fulton, because the County operates a consolidated center, the E911 telephone equipment routes calls from anywhere in the County to the first available call taker. Any other method of staff deployment would reduce the service level and adversely impact all citizens of Fulton County, including the City of South Fulton. Accordingly, the number of employees needed by call volume from South Fulton has been estimated, but not assigned to specific employees.

ARTICLE 8

RECORDKEEPING AND REPORTING

8.1 The Police and Fire Department Records Sections are the central repository for all police and fire department records and are available public records as defined by the Georgia Open Records Act, O.C.G.A. § 50- 18- 70, *et seq.*

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10.2 At the request of the City Administrator, the Director of the Fulton County Department of Emergency Services 911 or that official's designee shall be available to attend City Council meetings on an "as needed" basis.

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14.1 The City or the County may terminate this Agreement only for an event of default, or as outlined in Article 3, Term of Agreement, unless the default is cured as provided in this Article.

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If to the County:

Richard "Dick" Anderson, County Manager
141 Pryor Street, SW Suite 10000
Atlanta, Georgia 30303
404-612-8335
404-612-0350 (facsimile)

With a copy to:

Y. Soo Jo, County Attorney
141 Pryor Street, SW,
Suite 4038
Atlanta, Georgia 30303
404-612-0251
404-730-6324 (facsimile)

If to the City:

khalid kamau, Mayor
City of South Fulton
5440 Fulton Industrial Blvd
South Fulton, GA 30336
470-809-7710

Sharon D. Subadan, City Manager
City of South Fulton
4715 Frederick Drive SW
South Fulton, GA 30336
470-809-7700

Dr. Cedric Alexander, Interim Managing Director of Public Safety
City of South Fulton
100 Hartsfield Center Pkwy
Suite 200
Atlanta, GA 30354
470-809-7300

Chad Jones, Fire Chief
City of South Fulton
4715 Frederick Drive SW
South Fulton, GA 30336
470-809-7575

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SEVERABILITY

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ARTICLE 20

BINDING EFFECT

This Agreement shall insure to the benefit of, and be binding upon, the respective parties' successors

ARTICLE 21

COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

WHEREFORE, the parties having read and understood the terms of this agreement, they do hereby agree to such terms by execution of their signatures on the next page.

Docusign Envelope ID: A66CEC14-1F43-4625-A859-3DF3D5EF60FA

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals

FULTON COUNTY, GEORGIA

Robert L. Pitts

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier, Clerk (SEAL)
Clerk to the Commission

APPROVED AS TO FORM:

Y Soo Jo

Y. Soo Jo, County Attorney
County Attorney Office

APPROVED AS TO SUBSTANCE:

Signed by:
A8469A6DBF824F1...

Chris Sweigart, Director
Department of Emergency Services 911

CITY OF SOUTH FULTON, GEORGIA

khalid kamau, Mayor
City of South Fulton

ATTEST:

Corey Adams

Corey Adams (SEAL)
Municipal Clerk

APPROVED AS TO SUBSTANCE:

(Oct 21, 2025 21:39:17 EDT)

Dr. Cedric Alexander, Interim Managing Director of Public Safety
City of South Fulton

Chad Jones

Chad Jones, Fire Chief
City of South Fulton

APPROVED AS TO FORM:

Sharon D. Subadan, City Manager
City of South Fulton

Sara Kelly (Nov 3, 2025 18:25:12 EST)

Sara D.E. Kelly, Interim City Attorney
City of South Fulton

Docusign Envelope ID: A66CEC14-1F43-4625-A859-3DF3D5EF60FA

3. The Information Technology Department, in partnership with the Police and Fire & Rescue Departments requests approval to enter into an Intergovernmental Agreement (IGA) with the Fulton Emergency Service to provide **911 Emergency Communication Services and 800 MHz Radio System Access and Record Management System.** The annual cost for the 911 Emergency Communication Services is $1,650.000, the cost for the 800MHz Radio System is $407,082.00, and the cost for the Records Management System is $175,904.15 for a total amount of $2,232,986.000.

A motion was made to Approve Item XI:A 3 and B. 1. The motion was approved unanimously, 7-0.

Motion (Approve A.3, B1): Councilmember Rowell
Second: Councilmember Gumbs
(Motion Passed)

Yea:	7 Councilmember Rowell, Councilmember Gumbs, Councilmember Willis, Councilmember Sebastian, Councilmember Bell, Councilmember Williams-Brown, Councilmember Pritchett
Nay:	0 None
Abstain:	0 None
Not Voting:	1 Mayor khalid kamau

B. Public Works

1. The Public Works Department seeks Council approval to award **Project No. 25-08-Flat Shoals Road ATMS-SU700** to NGT Group LLC, the lowest responsive/responsible bidder for four million, two hundred twenty-two thousand, two hundred seventy dollars and forty cents ($4,222,270.40). With a 10% contingency of four hundred twenty-two thousand, two hundred twenty-seven dollars and four cents ($422,227.04) for a total not to exceed amount of four million, six hundred forty-four thousand, four hundred ninety-seven dollars and forty-four cents ($4,644,497.44).

A motion was made to Approve Item XI:A 3 and B. 1. The motion was approved unanimously, 7-0.

Motion (Approve A.3, B1): Councilmember Rowell
Second: Councilmember Gumbs
(Motion Passed)

Yea:	7 Councilmember Rowell, Councilmember Gumbs, Councilmember Willis, Councilmember Sebastian, Councilmember Bell, Councilmember Williams-Brown, Councilmember Pritchett
Nay:	0 None
Abstain:	0 None
Not Voting:	1 Mayor khalid kamau

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INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF 911 EMERGENCY COMMUNICATION SERVICES BETWEEN FULTON COUNTY, GEORGIA and THE CITY OF UNION CITY, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), by and between Fulton County, Georgia (hereinafter "County"), a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and the City of Union City, Georgia (hereinafter "City"), a municipality of the State of Georgia, entered into this day of January 1, 2026.

WITNESSETH:

WHEREAS, the Fulton County Board of Commissioners has previously entered into the Agreement with the City to provide use of the Fulton County Digital Radio Communications System for a period of three (3) years; and

WHEREAS, the Georgia Constitution, ARTICLE IX, § 2, ¶ 3, except as otherwise provided by law, prohibits cities and counties from exercising governmental authority within each other's boundaries except by Intergovernmental Agreement; and

WHEREAS, the County and the City desire to enter into a new Intergovernmental Agreement (the "911 IGA") for the County to provide a public safety answering point within the boundaries of the City for a term of twelve (12) months, from January 1, 2026, through and including December 31, 2026, with three (3) automatic renewals commencing on January 1 of each successive year; and

WHEREAS, the 911 IGA establishes the cost of Enhanced 911 Emergency call reception and public safety radio dispatch services to be provided by the County to the City pursuant to this Agreement; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereunto agree as follows:

Docusign Envelope ID: F7BA261A-3487-40DF-B2D9-002C26024494

ARTICLE 1

PURPOSE AND INTENT

1.1 The purpose of this Agreement is to provide the vital and necessary communications link between the City of Union City citizens and the Fulton County Department of Emergency Services 911 through use of the County's consolidated 911 call reception and radio dispatching of requests of public safety services for a term of twelve (12) months from January 1, 2026 at 0000 hours and concluding at 2400 hours on December 31, 2026 with three (3) automatic renewals commencing on January 1 of each successive year. This Agreement shall terminate at 2400 hours on December 31, 2029.

1.2 Fulton County therefore agrees to provide the City of Union City with courteous, efficient, and accessible E911 and public safety radio dispatch services to requests for assistance from citizens involving emergencies, non-emergencies, and response to natural and man-made disasters, for the term prescribed in this Agreement, consistent with the overall quality of services provided throughout the County.

ARTICLE 2

DEFINITIONS

For the purposes of this Agreement, the following terms shall be defined as:

2.1 ***Call for Service*** means a request received from the public through the County's public safety answering point, Enhanced 911 system, requiring emergency or non-emergency Police Department, Fire Department, or Ambulance pre-hospital care response or assistance in response to natural and man-made incidents.

2.2 ***Communications Officer*** means any employee of the Fulton County Department of Emergency Services 911, who has successfully completed the basic training course required by O.C.G.A. § 35- 8- 23, to receive, process, or transmit public safety information and dispatch law enforcement officers, firefighters, medical personnel, or emergency management personnel.

2.3 ***Contract Administrators*** means the Director of the Fulton County Department of Emergency Services 911, or the designee of such Director for the COUNTY, and the City Administrator, or the designee of such Administrator of the CITY. The primary responsibilities of the Contract Administrators are to coordinate and communicate with each other and to manage and supervise execution and completion of the terms and conditions of this Agreement as set forth herein. In the Administration of the Agreement, as contrasted with matters of policy, all parties may rely on the instructions and determinations made by the Contract

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Administrators; provided, however, that such instructions and determinations do not increase the obligations of the COUNTY or the CITY hereunder.

2.4 ***Emergency Communications Services*** means the receipt of incoming calls for service through the enhanced 911 telephone system for emergency and non-emergency requests for medical, police, fire, and other public safety services, and initiation of the appropriate response action. The service also includes the coordination of requests for support and auxiliary services from field units and refers crimes and incidents not requiring an on-scene investigation by a field unit to the appropriate police between citizens and Fulton County Department of Emergency Services 911 through consolidated, Enhanced 911 call reception and radio dispatching of requests for public safety services. The Countywide APCO P25 Phase 2 Digital 800 MHz radio system (hereinafter "County 800 MHz Radio System") is the primary method of dispatching calls for service to field units and private ambulance services.

2.5 ***Emergency Services 911 ("Department")*** means that unit of Fulton County Government responsible for emergency communications services, including answering all telephone 911 calls for emergency service and dispatching police and fire and medical services to the proper locations. The Department also maintains the County APCO P25 Phase 2 Digital 800 MHz radio system to ensure the vital communications link between the citizens and the delivery of service by the appropriate agency is not interrupted.

2.6 ***Emergency Medical Priority Dispatch System*** means that system employed by Fulton County to process medical calls and provide callers with pre-arrival instructions.

2.7 ***Enhanced 911 Emergency Telephone Number System*** means that system which provides County Emergency Communications personnel the telephone number, name, and address of the telephone subscriber, and other pertinent information on any 911 calls placed within Fulton County.

2.8 ***Fire Department*** means the City of Union City Fire/EMS Department.

2.9 ***Police Department*** means the City of Union City Police Department.

2.10 ***Public Safety Answering Point ("PSAP")*** means an emergency communications dispatch operation, responsible for answering all telephone 911 calls, employing technologies such as trunked radio, Enhanced 911, Computer Aided Dispatch ("CAD") and Mobile Data.

2.11 ***Staffing Levels*** means the availability of communications officers to handle calls for service from the City of Union City. Specific positions or individuals cannot be identified in as much as the number of dispatchers is based on call volume and incoming calls for service are processed by the first available call taker regardless

Docusign Envelope ID: F7BA261A-3487-40DF-B2D9-002C26024494

of where the call originates, which is intended to reflect that same level being provided to the area by operation of the County budget.

ARTICLE 3

TERM OF AGREEMENT

The initial term of this Agreement is for twelve (12) months, from January 1, 2026, at 0000 hours and concluding December 31, 2026, with three (3) automatic renewals commencing on January 1 of each successive year. This Agreement shall terminate at 2400 hours on December 31, 2029. At the conclusion of the last term (2400 hours on December 31, 2029), the City will be solely responsible for providing all public safety answering point services within City boundaries, unless extended by mutual agreement approved by both governing bodies. The parties will meet on or before December 1, 2029, to review service under this Agreement and consider proposed modifications of the term. Any such proposal change is subject to consideration and approval of the Fulton County Board of Commissioners and the City of Union City Council.

The parties agree that the City may, at any time, upon sixty (60) days' notice to the County, terminate this Agreement upon its determination that it wishes to provide its own emergency communications services or provide emergency communications services by other means.

ARTICLE 4

COMPENSATION AND CONSIDERATION

4.1 For the emergency communications services to be rendered pursuant to this Agreement, based upon the call volume described herein below in sub-paragraph 5.4, the County is entitled to impose and retain monthly 911 charge upon each wired and wireless telephone subscribers served by the County's 911 service, as provided by O.C.G.A. § 46- 5- 134. Additionally, the County is entitled to impose and retain an annual subsidy from the city in the amount of **$465,000.00**. Nothing in this Agreement shall preclude the County's right to continue to collect such fees for 911 access and services performed during the term hereof as it relates to calls originating from within the City of Union City.

4.2 The County agrees to provide an invoice representing the full amount of the subsidy owed by the City for the term of this Agreement and subsequent invoices for any renewals of the Agreement within thirty (30) days of the execution of the Agreement or each renewal of the Agreement as applicable. The City agrees to promptly remit full payment of the invoiced amount within thirty (30) days of receipt of the invoice from the County. A late payment penalty will accrue at the rate of one percent (1%) per month or part thereof for any payment that is delinquent.

ARTICLE 5

Docusign Envelope ID: F7BA261A-3487-40DF-B2D9-002C26024494

EMERGENCY COMMUNICATIONS SERVICES

5.1 The County operates a consolidated public safety answering point in its Emergency Communications Center on a 24-hour basis, 365 days per year, staffed in two (2) 12-hour shifts each day from which the services contemplated under this Agreement will be rendered. The Communications Officers receive citizens' requests for service, process those requests, dispatch emergency units as appropriate, and monitor Police, Fire, and EMS activities. The Emergency Medical Priority Dispatch System is employed to process medical calls and provide callers with pre-arrival instructions.

5.2 Based upon the volume of calls originating from within the City of Union City, provisions of emergency communications services provided by communications officers shall be as furnished in the positions of call takers, dispatchers, and supervisors during day and morning shifts and may be modified by the Director of Fulton County Department of Emergency Services 911 from time to time as needs arise. These staffing positions represent the global level necessary for a complete 24-hour period in Fulton County.

5.3 The Director of Fulton County Department of Emergency Services 911 may utilize overtime to fill temporary vacancies caused by, but not limited to: sick or annual leave issues, temporary disability, relief of duty, and Family Medical Leave Act absences. The financial costs associated with overtime utilized to fill such vacancies will be the sole responsible of the County.

5.4 The nature of the wide-ranging (both emergency and non-emergency), continuous and multitudinous nature of the calls received by a large metropolitan Public Safety Answering Point (PSAP) like the Fulton County Department of Emergency Services 911, makes it difficult to assign an "average call answer time." However, it is the objective of the Department to respond, on average, to 911 calls emanating from the City of Union City with an average fifteen (15) second call answer time for emergency calls for service 90% of the time. Exceptions would be unpredictable system overload, declared disaster, or disruption in voice or data transmission.

ARTICLE 6

EQUIPMENT

The County shall furnish and maintain in good working condition for the benefit of the City, all necessary 800 MHz digital radio emergency communication facilities and equipment necessary and proper for the purpose of performing the services, duties, and responsibilities described in this Agreement.

ARTICLE 7

Docusign Envelope ID: F7BA261A-3487-40DF-B2D9-002C26024494

EMPLOYMENT STATUS

7.1 All emergency communications officers, as well as any other Fulton County personnel assigned under this Agreement, are and will continue to be employees of the County for all purposes, including but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions. All emergency communications employees will continue to report under the management structure established in the County Department of Emergency Services 911.

7.2 In the event the City Administrator becomes dissatisfied with the performance of any sworn or civilian personnel performing emergency communications services on behalf of the City, the City Administrator shall discuss the concerns with the Director of the Fulton County Department of Emergency Services 911.

7.3 Fulton County Department of Emergency Services 911 employees will not be specifically assigned as call takers for the City of Union City, because the County operates a consolidated center, the E911 telephone equipment routes calls from anywhere in the County to the first available call taker. Any other method of staff deployment would reduce the service level and adversely impact all citizens of Fulton County, including the City of Union City. Accordingly, the number of employees needed by call volume from Union City has been estimated, but not assigned to specific employees.

ARTICLE 8

RECORDKEEPING AND REPORTING

8.1 The Police and Fire Department Records Sections are the central repository for all police and fire department records and are available public records as defined by the Georgia Open Records Act, O.C.G.A. § 50- 18- 70, *et seq.*

8.2 The Director of the Fulton County Department of Emergency Services 911 shall prepare and deliver monthly reports to the City Administrator. The reports shall describe the volume of 911 calls for service, identification of police, fire, or EMS, and answer speed for calls originating within the City of Union City.

8.3 Except as limited by provision of state or federal law, the City may request, review, and access data and County records, at a mutually agreed upon time and place, to ensure compliance with this Agreement.

ARTICLE 9

Docusign Envelope ID: F7BA261A-3487-40DF-B2D9-002C26024494

ANCILLARY SERVICES

9.1 The County must provide a variety of ancillary services incumbent on a large metropolitan public safety answering point. These services will be provided to the City pursuant to this Agreement, the consideration for which has been calculated as part of the payment provided in Article 4.

9.2 In addition to E911 reception and radio dispatch, ancillary services provided by the Department of Emergency Services 911 include technical operations, administration, quality assurance, training, and preparing and planning for, responding to, and recovering from emergencies or disasters.

9.3 During the operation of this Agreement, the County will continue to provide administrative services, cost allocation, facilities maintenance, fiscal management, general operating supplies, human resources, information systems, maintenance, public information, purchasing, utilities and other critical services attendant to the operation of a public safety answering point.

9.4 During the term of this Agreement, the County will continue to administer the 911 Advisory Committee as required by O.C.G.A. § 46-5-136. The City of Union City will be required to participate in committee meetings, as well as utilize the committee for the City's compliance with the requirements as provided for within state law.

ARTICLE 10

CITY- COUNTY RELATIONS

10.1 The Director of the Fulton County Department of Emergency Services 911, or his/her designee, will notify the County Manager and City Administrator in the event of a significant emergency communications or emergency management situation within the City. The Director of Fulton County Department of Emergency Services 911 and the City Administrator shall designate the kinds of incidents that are to be considered "significant" by a memorandum. In the event no memorandum is executed, the City Administrator shall be notified consistent with the notification by the Fulton County Department of Emergency Services 911 to the County Manager.

10.2 At the request of the City Administrator, the Director of the Fulton County Department of Emergency Services 911 or that official's designee shall be available to attend City Council meetings on an "as needed" basis.

10.3 The County shall be the sole provider of public safety answering point services during the operation of this Agreement.

Docusign Envelope ID: F7BA261A-3487-40DF-B2D9-002C26024494

ARTICLE 11

TRANSITION

11.1 In the event of the termination or expiration of this Agreement, the County and the City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from County to a municipal public safety answering point and to maintain the same high quality of 911 and emergency medical response provided by this Agreement for the residents, businesses, and visitors of the City.

11.2 The Director of the Fulton County Department of Emergency Services 911 or his/her designee shall present a summary report to the City Council within sixty (60) days of the conclusion of this Agreement to facilitate the transition to the City's PSAP.

11.3 The County and the City agree that ninety (90) days prior to the expiration of this Agreement, the City Administrator and County Manager will meet and confer to effect a smooth transition.

ARTICLE 12

INDEMNIFICATION

12.1 It is the intent of the parties to be covered under the auspices of the immunity granted by O.C.G.A. § 46- 5- 131. Only to the extent permitted by law and in the event O.C.G.A. § 46- 5- 131 is deemed inapplicable, shall the City defend, indemnify, and hold harmless the County and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or it officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by the City, its employees, officers, and agents. The County shall promptly notify the City of each claim, assert all statutory defenses, cooperate with the City in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the City's participation.

12.2 The immunity and indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

Docusign Envelope ID: F7BA261A-3487-40DF-B2D9-002C26024494

ARTICLE 13

EVENT OF DEFAULT

13.1 An event of default shall mean a material breach of this Agreement by the County as follows:

13.1.1 The County repeatedly disregards local priorities established by the City Administrator which the County is required to observe by the Agreement, and which have been communicated in writing by action of the City Council to the County on more than one occasion.

13.1.2 The County does not maintain sufficient personnel in the Department of Emergency Services 911 to handle the volume of 911 calls as required by Article 5.

13.1.3 The County consistently fails to meet the levels of service outlined in Article 5, which failure has been communicated in writing by action of the City Council to the County on more than one occasion.

13.2 An event of default shall mean a material breach of this Agreement by the City as follows:

13.2.1 Failure of the City to establish specific objectives, written and attainable local priorities for local emergency communication services activities and transmit the same to the Director of the Fulton County Department of Emergency Services 911.

ARTICLE 14

TERMINATION AND REMEDIES

14.1 The City or the County may terminate this Agreement only for an event of default, or as outlined in Article 3, Term of Agreement, unless the default is cured as provided in this Article.

14.2 If an event or default occurs, in the determination of the City, the City shall notify the County in writing; specify the basis for the default and advise the County that the default must be cured to the City's reasonable satisfaction within a sixty (60) day period. The City may grant additional time to cure the default, as the City may deem appropriate, without waiver of any of the City's rights, so long as the County has commenced curing the default and is effectuating a cure with diligence and continuity during the sixty (60) day period, or any longer period which the City prescribes.

Docusign Envelope ID: F7BA261A-3487-40DF-B2D9-002C26024494

14.3 If an event of default occurs, in the determination of the County, the County may notify the City in writing, specify the basis for the default and advise the City that the default must be cured to the County's reasonable satisfaction within a sixty (60) day period; except that for events of default related to the payment of fees, the cure period is reduced to thirty (30) days. The County may grant additional time to cure the default, as the County may deem appropriate, without waiver of any of the County's rights, so long as the City has commenced curing the default and is effectuating a cure with diligence and continuity during the sixty (60) day period (30 days for payments) or any longer period which the County prescribes.

14.4 In the event that either party breaches a material term of condition of this Agreement, other than an event of default, the party in breach, upon receipt of a written request from the non-breaching party, shall remedy the breach within thirty (30) days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching party may utilize the remedies of declaratory judgment, specific performance, mandamus, or injunctive relief to compel the breaching party to remedy the breach.

14.5 The parties reserve all available remedies afforded by law to enforce any term of condition of this Agreement.

ARTICLE 15

AMENDMENTS

This Agreement may be modified at any time during the term by mutual written consent of both parties.

ARTICLE 16

NOTICES

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

Docusign Envelope ID: F7BA261A-3487-40DF-B2D9-002C26024494

If to the County:

Richard "Dick" Anderson, County Manager
141 Pryor Street, SW Suite 10000
Atlanta, Georgia 30303
404-612-8335
404-612-0350 (facsimile)

With a copy to:

Y. Soo Jo, County Attorney
141 Pryor Street, SW,
Suite 4038
Atlanta, Georgia 30303
404-612-0251
404-730-6324 (facsimile)

If to the City:

Sonja Fillingame, City Manager
City of Union City
5047 Union Street
Union City, GA 30291
770-964-2288

Dennis Davenport, City Attorney
City of Union City
100 Habersham Drive
Fayetteville, GA 30214

ARTICLE 17

NON- ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

Docusign Envelope ID: F7BA261A-3487-40DF-B2D9-002C26024494

ARTICLE 18

ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and agreement of the parties regarding the subject matter of the Agreement.

ARTICLE 19

SEVERABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effects as if the invalid provision or portion of the provision were not part of this Agreement.

ARTICLE 20

BINDING EFFECT

This Agreement shall insure to the benefit of, and be binding upon, the respective parties' successors

ARTICLE 21

COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

WHEREFORE, the parties having read and understood the terms of this agreement, they do hereby agree to such terms by execution of their signatures on the next page.

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IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals

FULTON COUNTY, GEORGIA

ATTEST:

Robert L. Pitts

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Tonya R. Grier, Clerk (SEAL)
Clerk to the Commission

APPROVED AS TO FORM:

Y Soo Jo

Y. Soo Jo, County Attorney
County Attorney Office

APPROVED AS TO SUBSTANCE:

Chris Sweigart, Director
Department of Emergency Services 911

CITY OF UNION CITY, GEORGIA

ATTEST:

Vince Williams, Mayor
City of Union City

City Clerk (SEAL)

APPROVED AS TO SUBSTANCE:

Sonja Fillingame, City Manager
City of Union City

City Attorney

APPROVED AS TO FORM:

Cassandra Jones, Police Chief
City of Union City

Joe Maddox, Fire Chief
City of Union City

AGREEEMENT FOR 911 AND DISPATCHING SERVICES BETWEEEN THE CITY OF ROSWELL AND CITY OF MOUNTAIN PARK

Background

The City of Roswell and City of Mountain Park are both located in Fulton County, Georgia. The City of Roswell has a population of approximately 94,884 (2022 Census). The City of Mountain Park has a population of 579 (2020 Census). The City of Mountain Park wishes to purchase E911 and Dispatching services from the City of Roswell.

A. Purpose

1. The purpose of the agreement is to provide services between The City of Roswell (Roswell Police Department's Division of Emergency Communications) and the City of Mountain Park for the use of the 911 call receiving, processing, fire radio dispatching, and police call transfers for all requests for public safety services.
2. The City of Roswell agrees to provide the City of Mountain Park with E911 and dispatching services to include the City of Mountain Park Fire radio dispatch services to requests for assistance from citizens involving emergencies, non-emergencies, and response to natural and manmade disasters, for the term prescribed in the agreement.

B. Scope

1. The City of Roswell operates as a primary public safety answering point in its Emergency Communications Center on a 24-hour basis, 365 days per year, staffed in three (4) 12-hour shifts each day from which the services contemplated under this agreement will be rendered. The Communications Officers receive citizens' requests for service, process those requests, dispatch emergency units for Fire and EMS, and transfer processed police requests to Fulton County Dispatch. International Academy of Emergency Dispatch (IAED) protocol system is utilized to process medical, police, and fire calls allowing appropriate triage questions for response determination, along with providing callers with post-dispatch or pre-arrival instructions.
2. Emergency communications services provided by communications officers shall be as furnished in the positions of call takers, dispatchers, and supervisors during day and overnight shifts and may be modified by the 911 Director from time to time as needs arise. These staffing positions represent the global level necessary for a complete 24 hour period in City of Roswell.

C. Employment Status

1. All emergency Communications Officers, as well as any other Roswell 911 personnel assigned under this agreement, are and will continue to be employees of the City of Roswell for all purposes, including but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave,

standards of performance, training, worker's compensation and disciplinary functions. All emergency communications employees will continue to report under the management structure established in the Roswell Police Department Division of Emergency Communications.

2. In the event the City of Mountain Park Administrator becomes dissatisfied with the performance of any personnel performing emergency communications services on behalf of the City of Mountain Park, the Administrator or designee shall discuss the concerns with the 911 Director or designee.
3. Roswell Police Department's Division of Emergency Communications employees are not required to be assigned as call takers. Because the City operates a primary PSAP, the E-911 telephone equipment routes calls from anywhere in the City to the first available call taker. Any other method of staff deployment would reduce the service level and adversely impact all citizens in City of Roswell. Accordingly, the number of employees needed by call volume has been estimated, but not assigned to specific employees.

D. Record Keeping and Recording
    1. The Police and Fire Department Records divisions are the central repository for all police and fire department records and are available public records as defined by the Georgia Open Records Act, O.C.G.A. § 50-18-70
    2. The 911 Director, or designee, shall prepare and deliver monthly reports to the City of Mountain Park Administrator or designee. The reports can include the volume of 911 calls for service, identification of the service location, responding Mountain Park Fire apparatus, transfer time to Fulton County Dispatch for police requests, nature of the incident, and call times all originating from the City of Mountain Park.
E. Ancillary Cervices
    1. In addition to E-911 services and radio dispatch, ancillary services provided by the Roswell Police Department's Division of Emergency Communications include technical operations, administration, quality assurance, training, and preparing and planning for, responding to, and recovering from emergencies or disasters.
    2. During the operation of this agreement, the City will continue to provide administrative services, cost allocation, facilities maintenance, fiscal management, general operating supplies, human resources, information systems, maintenance, public information, purchasing, utilities and other critical services attendant to the operation of a public safety answering point.
F. Default
    1. Either party may terminate this agreement by providing written notice to the other party at least 90 days to such termination.
G. Agreement
    1. The City of Roswell and the City of Mountain park enter into an agreement to provide services stated in the agreement.
H. Compensation and Consideration

The annual contribution paid by Mountain Park shall be calculated on a per capita basis using the following information:

1. Actual operating and capital expenditures from Roswell's most recently completed and audited fiscal year
2. Roswell and Mountain Park population figures from the most recently available estimate provided by the U.S. Census Bureau

From July 1, 2023 to December 31, 2023, Mountain Park shall pay the following:

FY 2022 Expenditures (A)	Roswell Population (B)	Per Capita (Monthly) (A÷B÷12 = C)	Mountain Park Population (D)	Mountain Park Monthly Fee (C * D)
$2,720,190	94,884	$2.39	579	$1,383.81

The amount of Mountain Park's Annual Contribution shall be calculated the same way for future years.

Annual Contribution Payment. The Annual Contribution shall be paid in twelve (12) equal, consecutive monthly installments commencing on July 1 each year and continuing on the first day of each month thereafter. The amount of Mountain Park's contribution in any budget year may be exceeded in the event of an emergency or other unanticipated situation which requires the unusual expenditure of funds. For the purposes of this Agreement, the term "emergency or other unanticipated situation" is defined to be matters arising from a natural disaster, costs arising from situations outside the control of Roswell or imposed upon the Roswell by outside agencies or authorities or other matters occurring entirely outside the fire department budgetary and planning process that could not have reasonably been foreseen by Roswell. Such a term is not intended to include discretionary improvements or other capital expenditures of a non-emergency and discretionary nature. Any expenditures arising from an emergency or other unanticipated situation will be reviewed by the Mountain Park Mayor and presented to the Mountain Park City Council for determination of whether or not the expenditure involves an emergency or other unanticipated situation. Mountain Park will be consulted as to the nature of the emergency or other anticipated situation and shall contribute a percentage equal to the Mountain Park population for the cost of the emergency or other unanticipated situation. Such additional contribution shall be made at the same time and under the same terms as a contribution made by Roswell. The parties recognize that it may be necessary to receive the fire district's contribution at a later date.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:

City Clerk

CITY OF MOUNTAIN PARK, GEORGIA

Mayor

Approved as to form:

City Attorney

ATTEST:

City Clerk

CITY OF ROSWELL, GEORGIA

Mayor

Reviewed and Approved:

City Attorney

GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, we recommend reporting this to the Department of Community Affairs.

COUNTY: FULTON COUNTY	**Service: Animal Control/Animal**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☒ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):**Fulton County via IGA's with the cities**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of the single Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

e.) ☐ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County, Alpharetta, Atlanta	General Funds
Chattahoochee Hills, South Fulton	General Funds
College Park, East Point, Fairburn	General Funds
Hapeville, Johns Creek, Milton	General Funds
Mountain Park, Palmetto, Roswell	General Funds
Sandy Springs, Union City	General Funds

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

Fulton County General Funds will pay for the rabies related activities. Fulton County will provide shelter services and field services to all the cities based on the IGA's that were approved so that each of the cities pay for the services based on a percentage of field services that are provided. This formula for the split of cost may change in the future based on when the current IGA's expire.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Alpharetta	Fulton County and Alpharetta	01/01/2024 - 12/31/2028
Atlanta	Fulton County and Atlanta	01/01/2024 - 12/31/2028
Chattahooochee Hills	Fulton County and Chattahoochee Hills	01/01/2024 - 12/31/2028
South Fulton	Fulton County and South Fulton	01/01/2024 - 12/31/2028
College Park	Fulton County and College Park	01/01/2024 - 12/31/2028
East Point	Fulton County and East Point	01/01/2024 - 12/31/2028

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

Intergovermmental Agreements will be utilized for the services between the County and the cities, and once the IGA's come need the end dates the County and the cities will renegotiate the terms of the IGA for the next period of time that will be agreed upon.

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

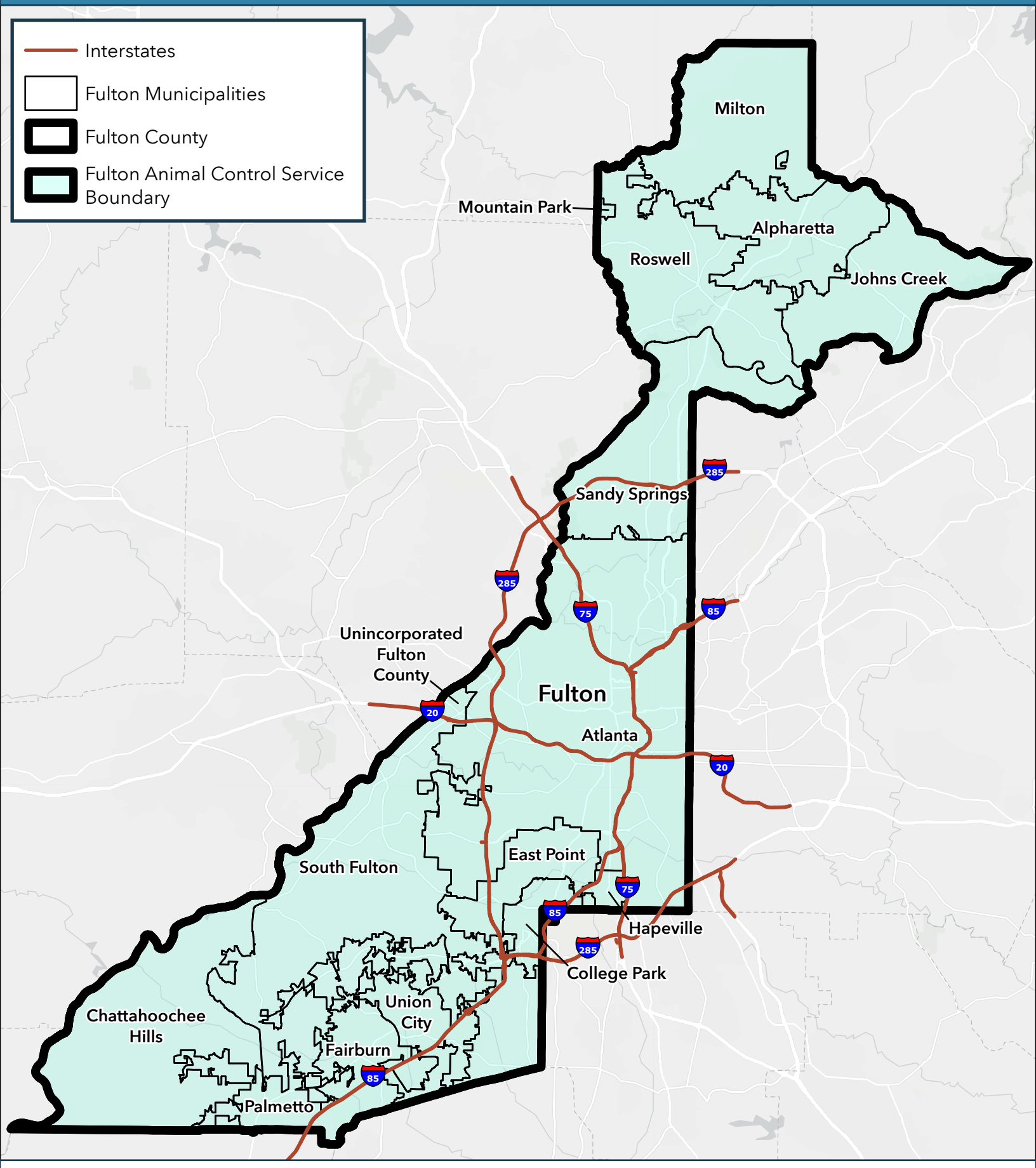
If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

SUPPLEMENTAL PAGE TO FORM 2 – Animal Services

Agreements Continued:

Agreement Name	Contracting Parties	Effective and Ending Dates
Fairburn IGA	Fulton County and Fairburn	01/01/2024 - 12/31/2028
Hapeville IGA	Fulton County and Hapeville	01/01/2024 - 12/31/2028
Johns Creek IGA	Fulton County and Johns Creek	01/01/2024 - 12/31/2028
Milton IGA	Fulton County and Milton	01/01/2024 - 12/31/2028
Mountain Park IGA	Fulton County and Mountain Park	01/01/2024 - 12/31/2028
Palmetto IGA	Fulton County and Palmetto	01/01/2024 - 12/31/2028
Roswell IGA	Fulton County and Roswell	01/01/2024 - 12/31/2028
Sandy Springs IGA	Fulton County and Sandy Springs	01/01/2024 - 12/31/2028
Union City IGA	Fulton County and Union City	01/01/2024 - 12/31/2028

Fulton County - SDS 2026 Animal Control Service Map



INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ANIMAL CONTROL SERVICES BETWEEN FULTON COUNTY, GEORGIA AND CITY OF ALPHARETTA GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered this ___ day of _____, 2023, by and between the City of Alpharetta, Georgia (**"City"**), a municipal corporation, and Fulton County, Georgia (**"County"**), a constitutionally created political subdivision of the State of Georgia, herein after collectively referred to as the **"Parties"**.

WHEREAS, pursuant to the Georgia Constitution, Article IX, Section II, Paragraph I, counties and cities are prohibited from exercising governmental authority within each other's boundaries except by Intergovernmental Agreement; and

WHEREAS, there is a need to control rabies, investigate animal cruelty complaints, and investigate animal bites, operate an animal shelter and remove live or dead animals from within the corporate limits of the City; and

WHEREAS, the mission of Fulton County Animal Services is to provide a humane environment for Fulton County's homeless pets while enforcing the animal control laws of Fulton County, Georgia in a manner that reflects quality and professionalism; and

WHEREAS, in partnership with the Fulton County Animal Services contractor, additional services are provided such as veterinary care for animals including spay/neuters, pet adoptions, pet reclaims, volunteer programs, foster home programs, rescue group coordination and other life-saving programs on a twenty-four hour per day basis; and

WHEREAS, Fulton County Animal Control Officers (ACOs) are authorized to issue citations for violations of the Rabies and Animal Control Ordinances including, but not limited to, Leash Law, Tethering violations, Cruelty to Animals, Special Permits, Animal License, Animal Bites, Dangerous or Vicious Animals, Nuisance, Abandonment, Rabies Violations, Running at Large, Commercial Guard and Security Dogs, Animals as Prizes and Cruelty to Elephants; and

WHEREAS, the County and the City desire to enter into an Intergovernmental Agreement for the County to respond to citizens' requests for animal control services within the corporate limits of the City; and

WHEREAS, the City and the County entered into an Intergovernmental Agreement on or about July 1, 2014 as Fulton County Board of Commissioners Agenda Item #14-0641 ("Original Agreement") and pursuant to authority of the City for the purpose of authorizing Fulton County to provide animal control services to the City, by way of a contract with an animal control services vendor; and

WHEREAS the term of the Current Agreement is set to expire on December 31st, 2023, and the County and City desire to enter into a new Intergovernmental Agreement to maintain the same level of services for Five (5) year period commencing January 1, 2024 and the new terms (Articles) and conditions set forth herein; and

NOW THEREFORE, the City and the County, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

ARTICLE 1
PURPOSE AND INTENT

The purpose of this Agreement is to provide the vital and necessary animal control services functions for the County's homeless pets while enforcing the animal control laws of Fulton County, Georgia in a manner that reflects quality and professionalism. The Parties agree that:

1.1 The County agrees to provide animal control services through a contract with an animal control services vendor within the corporate limits of the City. The purpose of such service shall be to enforce the Georgia Animal Control Act, all County ordinances attendant thereto, and all ordinances of the City related to animal control services.

1.2 The County agrees to provide a response to requests for animal control services within the City in accordance with the time periods specified in the County's contract with its approved animal control services vendor.

1.3 The County agrees to provide rabies control, investigate cruelty complaints and animal bites, operate an animal shelter and remove live or dead animals from within the corporate limits of the City upon request of the City and in accordance with the approved contract with the animal control services vendor.

1.4 The County agrees to provide the City courteous, efficient, and accessible Animal Control Services for emergencies, and non-emergencies for the term prescribed in this Agreement, consistent with the overall quality of services provided throughout the County.

ARTICLE 2
TERM OF AGREEMENT

The term of this Agreement is for Twelve (12) months from January 1, 2024 at 0000 hours through and concluding at 2400 hours on December 31, 2024 with Four (4) automatic renewals commencing on January 1 of each successive year. This Agreement shall terminate at 2400 hours on December 31, 2028.

At the conclusion of the last term (2400 hours on December 31, 2028), the City will be solely responsible for providing all animal control services within City boundaries, unless extended by mutual agreement approved by both governing bodies. Any such change is subject to consideration and approval of the County Board of Commissioners and the governing body of the City.

The City and County do hereby agree that all the terms and conditions that are set out in

this Agreement are material and enforceable during the entire agreed period of this Agreement.

The parties agree that the City and the County may, at any time, upon Sixty (60) days' notice, terminate this Agreement.

ARTICLE 3
COMPENSATION AND CONSIDERATION

The County has calculated the total program Annual Shared Costs as seen in Table 1. The payment amount for each jurisdiction will be based on its proportional monthly calls for service. The cost to the City will be based on classification and location of calls received by the animal control services vendor during the month of service. Each City will pay their percentage use of the total cost to operate the service based on the call information.

Table 1 – Shelter and Field Operations Services		
2024 Animal Services Contract Amount	$	9,080,000
Annual Maintenance and Operations Cost	$	1,625,840
Capital Repairs	$	500,000
Animal Cruelty Investigation and Prosecution Unit	$	287,000
Vehicle Replacement	$	270,000
Animal Services Administrator	$	177,000
Call Taking and Dispatch Services (24/7/365)	$	164,000
2024 Annual Shared Costs	$	12,103,840

The payment amount will be enforceable during the period of this agreement and all payments will be due within Sixty (60) days of the invoice date and should be sent to the following address:

Fulton County Animal Services
Attn: Joseph Barasoain
130 Peachtree Street SW
Suite G-157
Atlanta GA, 30303

Failure to remit payment to Fulton County within Sixty (60) days of the invoice date may result in the suspension of services to the City until such time as the payment is received or termination of the agreement.

For the Five (5) year Intergovernmental Agreement term with the City, a year-over-year increase in the total Annual Actual Shared Costs will be applied to maintain program services and will keep pace with the actual rate of inflation.

ARTICLE 4
ENFORCEMENT & SERVICE RESPONSE

Animal Control Officer(s) (ACOs) will assist citizens and other public safety agencies who have requested help with domestic animal problems in a professional manner within their Area of Responsibility (AOR). ACO(s) shall respond to requests for services called in via the public or municipal partners and after these priority responses are met, the ACO(s) will patrol on a scheduled basis the area of designated responsibility.

ACO(s) will cite animal owners for violations of Fulton County Animal Control Ordinances, participate in the prosecution of such citations, and investigate and prepare reports regarding serious code violations.

The ACO(s) will impound stray dogs, and other animals that are subject to impoundment, and, when necessary, bring animals into the animal shelter under protective custody. All impounded animals will be held for a minimum of Seven (7) days unless reclaimed by their owner, transferred to rescue or adopted as provided in the Fulton County Animal Control Ordinance. The County will use all reasonable efforts to locate the owner of each animal prior to any disposition.

ACO(s) will also enforce the quarantine of animals that have bitten a person and enforce the regulations governing classified and/or dangerous animals, and inspect premises where animals are kept for sanitary conditions. ACO(s) will transfer any injured animals to the animal shelter, a veterinarian or ensure that the owner (if present) of the animal seeks medical treatment when necessary.

Animal Control Officers shall be dispatched so as to handle requests for service in a timely manner. Response to service requests shall be in the following priority:

1) Dog bites or animal attacks
2) Injured animals
3) Public Safety emergency calls
4) Quarantine violations
5) Cruelty to animals
6) Animals in custody
7) Loose animals
8) Animal welfare checks

The average response time to requests for service for priority 1, 2 and 3 shall be Forty-Five (45) minutes or less. "Response time" means that period of time between receipt of a service request by the selected vendor, and when an Animal Control Officer is dispatched and arrives at the location of the service request after being dispatched.

The average response time of all responses to priority 4 and 5 calls will be no greater than Four (4) hours. The average response time of all responses to priority 6, 7 and 8 calls will be no greater than Twenty-Four (24) hours.

At all times that there is not a regularly scheduled Animal Control Officer on duty, there shall be an on-call Animal Control Officer to respond to emergency priority 1, 2 and 3 calls.

Upon becoming aware of a possible violation, through requests for service, personal observation, analysis of records and data, or other method, ACOs shall conduct a thorough investigation. If after conducting a thorough investigation, the ACOs finds just and reasonable grounds to believe a violation was committed, then the appropriate citation and/or Notice of Violation shall be issued. Citations and/or Notices of Violation shall be issued consistent with Animal Control Ordinances and other applicable laws.

The ACOs will complete the thorough investigation of a possible violation within Seven (7) calendar days, unless a specific exception is documented in writing. The documentation shall state why the extension was needed and when the investigation was completed.

ARTICLE 5
TRANSITION

In the event of the termination or expiration of this Agreement, the County and the City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from County to the City to maintain the same high quality of services provided by this Agreement for the residents, businesses, and visitors of the City.

The County and the City agree that Ninety (90) days prior to the expiration of this Agreement, the City Administrator and County Manager (or his/her designee) will meet and confer to ensure a smooth transition.

ARTICLE 6
LIABILITY

The City, as the requestor of said services, further agrees that the City shall be responsible for all costs and damages stemming from all claims, actions, damages, liability and expenses from third-parties resulting from actions of its employees, agents, and operators. Notwithstanding anything to the contrary contained in this Agreement, the City's liability under this Agreement shall not include any claim arising from the gross negligence or willful misconduct of the County or its employees, agents or operators. Nothing herein shall be construed as a waiver of the County's sovereign immunity or any governmental immunity available to its officials, employees, or agents.

ARTICLE 7
TERMINATION AND REMEDIES

The City or the County may terminate this Agreement only for an event of default.

If an event or default occurs, in the determination of the City, the City shall notify the County in writing; specify the basis for the default and advise the County that the default must be cured to the City's reasonable satisfaction within a Sixty (60) day period. The City may grant additional time to cure the default, as the City may deem appropriate, without waiver of any of the City's rights, so long as the County has commenced curing the default and is effectuating a cure with diligence and continuity during the Sixty (60) day period, or any longer period which the City prescribes.

If an event of default occurs, in the determination of the County, the County may notify the City in writing, specify the basis for the default and advise the City that the default must be cured to the County's reasonable satisfaction within a Sixty (60) day period; except that for events of default related to the payment of fees, the cure period is reduced to Thirty (30) days. The County may grant additional time to cure the default, as the County may deem appropriate, without waiver of any of the County's rights, so long as the City has commenced curing the default and is effectuating a cure with diligence and continuity during the Sixty (60) day period (30 days for payments) or any longer period which the County prescribes.

In the event that either party breaches a material term or condition of this Agreement, other than an event of default, the party in breach, upon receipt of a written request from the non-breaching party, shall remedy the breach within Thirty (30) days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching party may utilize the remedies of declaratory judgment, specific performance, mandamus, or injunctive relief to compel the breaching party to remedy the breach.

The parties reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

ARTICLE 8
AMENDMENTS

This Agreement may be modified at any time during the term only by mutual written consent of both parties.

ARTICLE 9
NOTICES

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested or by standard overnight carrier with tracking or signature required. Notices shall be addressed to the parties at the following addresses:

If to the County:

Richard "Dick" Anderson, County Manager
141 Pryor Street, SW, Suite 1000
Atlanta, Georgia 30303404-612-8335
404-612-0350 (facsimile)

With a copy to:
Y. Soo Jo, County Attorney
141 Pryor Street, SW, Suite 4038
Atlanta, Georgia 30303
404-612-0246
404-730-6324 (facsimile)

If to the City:

Chris Lagerbloom, City Manager/Administrator
2 Park Plaza
Alpharetta, GA 30009
678-297-6000

With a copy to:

Alpharetta City Attorney, City Attorney
2 Park Plaza
Alpharetta, GA 30009
678-297-6000

ARTICLE 10
NON- ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 11
ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and agreement of the parties regarding the subject matter of the Agreement. Notwithstanding anything contained in this IGA, the obligation of the County and the City to make payments provided under this IGA shall be subject to approval and the annual appropriations of funds thereof by the governing body of the County and the City, and such obligation shall not constitute a pledge of the full faith and credit of the County or the City within the meaning of any constitutional debt limitation.

ARTICLE 12
GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Georgia. The obligations of the Parties to this Agreement are performable in Fulton County, Georgia and, if legal action is necessary to enforce the same, the parties agree exclusive venue shall lie in Fulton County, Georgia.

ARTICLE 13
SEVERABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effects as if the invalid provision or portion of the provision were not part of this Agreement.

ARTICLE 14
BINDING EFFECT

This Agreement shall insure to the benefit of, and be binding upon, the respective parties' successors.

ARTICLE 15
COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

This Agreement contains the entire agreement between the Parties, and no modification shall be binding upon the Parties unless evidenced by a subsequent written agreement signed by the County acting by and through the Fulton County Board of Commissioners, and the City, signed by its duly authorized officers acting by and through the City.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals the day and year first above written.

ALPHARETTA, GEORGIA

Attest:

Jim Gilvin
Mayor

~~Lauren Shapiro~~ Kiersten VanHorn
City Clerk, Assistant

(SEAL)

APPROVED AS TO FORM:

Alpharetta City Attorney
City Attorney

FULTON COUNTY, GEORGIA

ATTEST:

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Tonya L. Grier, Clerk
Fulton County Board of Commissioners

APPROVED AS TO FORM:

Y. Soo Jo
County Attorney

Joseph Barasoain
Fulton County Emergency Management

ITEM # 24-0080 RM 2/7/24
REGULAR MEETING

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ANIMAL CONTROL SERVICES BETWEEN FULTON COUNTY, GEORGIA AND CITY OF CHATTAHOOCHEE HILLS, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered this __ day of _____, 2023, by and between the City of Chattahoochee Hills, Georgia (**"City"**), a municipal corporation, and Fulton County, Georgia (**"County"**), a constitutionally created political subdivision of the State of Georgia, herein after collectively referred to as the **"Parties"**.

WHEREAS, pursuant to the Georgia Constitution, Article IX, Section II, Paragraph I, counties and cities are prohibited from exercising governmental authority within each other's boundaries except by Intergovernmental Agreement; and

WHEREAS, there is a need to control rabies, investigate animal cruelty complaints, and investigate animal bites, operate an animal shelter and remove live or dead animals from within the corporate limits of the City; and

WHEREAS, the mission of Fulton County Animal Services is to provide a humane environment for Fulton County's homeless pets while enforcing the animal control laws of Fulton County, Georgia in a manner that reflects quality and professionalism; and

WHEREAS, in partnership with the Fulton County Animal Services contractor, additional services are provided such as veterinary care for animals including spay/neuters, pet adoptions, pet reclaims, volunteer programs, foster home programs, rescue group coordination and other life-saving programs on a twenty-four hour per day basis; and

WHEREAS, Fulton County Animal Control Officers (ACOs) are authorized to issue citations for violations of the Rabies and Animal Control Ordinances including, but not limited to, Leash Law, Tethering violations, Cruelty to Animals, Special Permits, Animal License, Animal Bites, Dangerous or Vicious Animals, Nuisance, Abandonment, Rabies Violations, Running at Large, Commercial Guard and Security Dogs, Animals as Prizes and Cruelty to Elephants; and

WHEREAS, the County and the City desire to enter into an Intergovernmental Agreement for the County to respond to citizens' requests for animal control services within the corporate limits of the City; and

WHEREAS, the City and the County entered into an Intergovernmental Agreement on or about July 1, 2014 as Fulton County Board of Commissioners Agenda Item #14-0641 ("Original Agreement") and pursuant to authority of the City for the purpose of authorizing Fulton County to provide animal control services to the City, by way of a contract with an animal control services vendor; and

WHEREAS the term of the Current Agreement is set to expire on December 31st, 2023, and the County and City desire to enter into a new Intergovernmental Agreement to maintain the same level of services for Five (5) year period commencing January 1, 2024 and the new terms (Articles) and conditions set forth herein; and

NOW THEREFORE, the City and the County, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

ARTICLE 1
PURPOSE AND INTENT

The purpose of this Agreement is to provide the vital and necessary animal control services functions for the County's homeless pets while enforcing the animal control laws of Fulton County, Georgia in a manner that reflects quality and professionalism. The Parties agree that:

1.1 The County agrees to provide animal control services, as may be requested by the City, through a contract with an animal control services vendor within the corporate limits of the City. The purpose of such service shall be to enforce the Georgia Animal Control Act, all County ordinances attendant thereto, and all ordinances of the City related to animal control services.

1.2 The County agrees to provide a response to requests made by the Police Department of the City for animal control services within the City in accordance with the time periods specified in the County's contract with its approved animal control services vendor. All calls for animal control services within the City received by the County that are not from the Police Department of the City shall be directed to the City's Police Department.

1.3 The County agrees to provide rabies control, investigate cruelty complaints and animal bites, operate an animal shelter, and remove live or dead animals from within the corporate limits of the City upon request made by the Police Department of the City and in accordance with the approved contract with the animal control services vendor. All calls to investigate cruelty complaints and animal bites within the City received by the County that are not from the Police Department of the City shall be directed to the City's Police Department.

1.4 The County agrees to provide the City courteous, efficient, and accessible Animal Control Services for emergencies, and non-emergencies for the term prescribed in this Agreement, consistent with the overall quality of services provided throughout the County.

ARTICLE 2
TERM OF AGREEMENT

The term of this Agreement is for Twelve (12) months from January 1, 2024 at 0000 hours through and concluding at 2400 hours on December 31, 2024 with Four (4) automatic renewals commencing on January 1 of each successive year. This Agreement shall terminate at 2400 hours on December 31, 2028.

At the conclusion of the last term (2400 hours on December 31, 2028), the City will be solely responsible for providing all animal control services within City boundaries, unless extended by mutual agreement approved by both governing bodies. Any such change is subject to consideration and approval of the County Board of Commissioners and the governing body of the City.

The City and County do hereby agree that all the terms and conditions that are set out in this Agreement are material and enforceable during the entire agreed period of this Agreement.

The parties agree that the City and the County may, at any time, upon Sixty (60) days' notice, terminate this Agreement.

ARTICLE 3
COMPENSATION AND CONSIDERATION

The County has calculated the total program Annual Shared Costs as seen in Table 1. The payment amount for each jurisdiction will be based on its proportional monthly calls for service. The cost to the City will be based on classification and location of calls received by the animal control services vendor during the month of service. Each City will pay their percentage use of the total cost to operate the service based on the call information.

Table 1 – Shelter and Field Operations Services		
2024 Animal Services Contract Amount	$	9,080,000
Annual Maintenance and Operations Cost	$	1,625,840
Capital Repairs	$	500,000
Animal Cruelty Investigation and Prosecution Unit	$	287,000
Vehicle Replacement	$	270,000
Animal Services Administrator	$	177,000
Call Taking and Dispatch Services (24/7/365)	$	164,000
2024 Annual Shared Costs	$	12,103,840

The payment amount will be enforceable during the period of this agreement and all payments will be due within Sixty (60) days of the invoice date and should be sent to the following address:

Fulton County Animal Services
Attn: Joseph Barasoain
130 Peachtree Street SW
Suite G-157
Atlanta GA, 30303

Failure to remit payment to Fulton County within Sixty (60) days of the invoice date may result in the suspension of services to the City until such time as the payment is received or termination of the agreement.

For the Five (5) year Intergovernmental Agreement term with the City, a year-over-year increase in the total Annual Actual Shared Costs will be applied to maintain program services and will keep pace with the actual rate of inflation.

ARTICLE 4
ENFORCEMENT & SERVICE RESPONSE

Animal Control Officer(s) (ACOs) will assist citizens and other public safety agencies who have requested help with domestic animal problems in a professional manner within their Area of Responsibility (AOR). ACO(s) shall respond to requests for services called in via the public or municipal partners and after these priority responses are met, the ACO(s) will patrol on a scheduled basis the area of designated responsibility.

ACO(s) will cite animal owners for violations of Fulton County Animal Control Ordinances, participate in the prosecution of such citations, and investigate and prepare reports regarding serious code violations.

The ACO(s) will impound stray dogs, and other animals that are subject to impoundment, and, when necessary, bring animals into the animal shelter under protective custody. All impounded animals will be held for a minimum of Seven (7) days unless reclaimed by their owner, transferred to rescue or adopted as provided in the Fulton County Animal Control Ordinance. The County will use all reasonable efforts to locate the owner of each animal prior to any disposition.

ACO(s) will also enforce the quarantine of animals that have bitten a person and enforce the regulations governing classified and/or dangerous animals, and inspect premises where animals are kept for sanitary conditions. ACO(s) will transfer any injured animals to the animal shelter, a veterinarian or ensure that the owner (if present) of the animal seeks medical treatment when necessary.

Animal Control Officers shall be dispatched so as to handle requests for service in a timely manner. Response to service requests shall be in the following priority:

1) Dog bites or animal attacks
2) Injured animals
3) Public Safety emergency calls
4) Quarantine violations
5) Cruelty to animals
6) Animals in custody
7) Loose animals
8) Animal welfare checks

The average response time to requests for service for priority 1, 2 and 3 shall be Forty-Five (45) minutes or less. "Response time" means that period of time between receipt of a service request by the selected vendor, and when an Animal Control Officer is dispatched and arrives at the location of the service request after being dispatched.

The average response time of all responses to priority 4 and 5 calls will be no greater than Four (4) hours. The average response time of all responses to priority 6, 7 and 8 calls

will be no greater than Twenty-Four (24) hours.

At all times that there is not a regularly scheduled Animal Control Officer on duty, there shall be an on-call Animal Control Officer to respond to emergency priority 1, 2 and 3 calls.

Upon becoming aware of a possible violation, through requests for service, personal observation, analysis of records and data, or other method, ACOs shall conduct a thorough investigation. If after conducting a thorough investigation, the ACOs finds just and reasonable grounds to believe a violation was committed, then the appropriate citation and/or Notice of Violation shall be issued. Citations and/or Notices of Violation shall be issued consistent with Animal Control Ordinances and other applicable laws.

The ACOs will complete the thorough investigation of a possible violation within Seven (7) calendar days, unless a specific exception is documented in writing. The documentation shall state why the extension was needed and when the investigation was completed.

ARTICLE 5
TRANSITION

In the event of the termination or expiration of this Agreement, the County and the City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from County to the City to maintain the same high quality of services provided by this Agreement for the residents, businesses, and visitors of the City.

The County and the City agree that Ninety (90) days prior to the expiration of this Agreement, the City Administrator and County Manager (or his/her designee) will meet and confer to ensure a smooth transition.

ARTICLE 6
LIABILITY

The City, as the requestor of said services, further agrees that the City shall be responsible for all costs and damages stemming from all claims, actions, damages, liability and expenses from third-parties resulting from actions of its employees, agents, and operators. Notwithstanding anything to the contrary contained in this Agreement, the City's liability under this Agreement shall not include any claim arising from the gross negligence or willful misconduct of the County or its employees, agents or operators. Nothing herein shall be construed as a waiver of the County's sovereign immunity or any governmental immunity available to its officials, employees, or agents.

ARTICLE 7
TERMINATION AND REMEDIES

The City or the County may terminate this Agreement only for an event of default.

If an event or default occurs, in the determination of the City, the City shall notify the

County in writing; specify the basis for the default and advise the County that the default must be cured to the City's reasonable satisfaction within a Sixty (60) day period. The City may grant additional time to cure the default, as the City may deem appropriate, without waiver of any of the City's rights, so long as the County has commenced curing the default and is effectuating a cure with diligence and continuity during the Sixty (60) day period, or any longer period which the City prescribes.

If an event of default occurs, in the determination of the County, the County may notify the City in writing, specify the basis for the default and advise the City that the default must be cured to the County's reasonable satisfaction within a Sixty (60) day period; except that for events of default related to the payment of fees, the cure period is reduced to Thirty (30) days. The County may grant additional time to cure the default, as the County may deem appropriate, without waiver of any of the County's rights, so long as the City has commenced curing the default and is effectuating a cure with diligence and continuity during the Sixty (60) day period (30 days for payments) or any longer period which the County prescribes.

In the event that either party breaches a material term or condition of this Agreement, other than an event of default, the party in breach, upon receipt of a written request from the non-breaching party, shall remedy the breach within Thirty (30) days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching party may utilize the remedies of declaratory judgment, specific performance, mandamus, or injunctive relief to compel the breaching party to remedy the breach.

The parties reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

ARTICLE 8
AMENDMENTS

This Agreement may be modified at any time during the term only by mutual written consent of both parties.

ARTICLE 9
NOTICES

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested or by standard overnight carrier with tracking or signature required. Notices shall be addressed to the parties at the following addresses:

If to the County:

Richard "Dick" Anderson, County Manager
141 Pryor Street, SW, Suite 1000
Atlanta, Georgia 30303404-612-8335
404-612-0350 (facsimile)

With a copy to:
Y. Soo Jo, County Attorney

141 Pryor Street, SW, Suite 4038
Atlanta, Georgia 30303
404-612-0246
404-730-6324 (facsimile)

If to the City:

Robbie Rokovitz, City Manager/Administrator
6505 Rico Rd,
Chattahoochee Hills, GA 30268
(770) 463-8881

With a copy to:

Rick Lindsey, City Attorney
Lindsey Law Firm, PC

200 Westpark Drive, Suite 280
Peachtree City, GA 30269
(770) 486-8445

ARTICLE 10
NON- ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 11
ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and agreement of the parties regarding the subject matter of the Agreement. Notwithstanding anything contained in this IGA, the obligation of the County and the City to make payments provided under this IGA shall be subject to approval and the annual appropriations of funds thereof by the governing body of the County and the City, and such obligation shall not constitute a pledge of the full faith and credit of the County or the City within the meaning of any constitutional debt limitation.

ARTICLE 12
GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Georgia. The obligations of the Parties to this Agreement are performable in Fulton County, Georgia and, if legal action is necessary to enforce the same, the parties agree exclusive venue shall lie in Fulton County, Georgia.

ARTICLE 13
SEVERABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effects as if the invalid provision or portion of the provision were not part of this Agreement.

ARTICLE 14
BINDING EFFECT

This Agreement shall insure to the benefit of, and be binding upon, the respective parties' successors.

ARTICLE 15
COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

This Agreement contains the entire agreement between the Parties, and no modification shall be binding upon the Parties unless evidenced by a subsequent written agreement signed by the County acting by and through the Fulton County Board of Commissioners, and the City, signed by its duly authorized officers acting by and through the City.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals the day and year first above written.

CHATTAHOOCHEE HILLS, GEORGIA

Attest:

Tom Reed
Mayor

Dana Wicher, Clerk
City of Chattahoochee Hills
(SEAL)

APPROVED AS TO FORM:

Rick Lindsey, City Attorney

FULTON COUNTY, GEORGIA

ATTEST:

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Tonya L. Grier, Clerk
Fulton County Board of Commissioners

BOARD OF COMMISSIONERS FULTON COUNTY Georgia FOUNDED 1853

APPROVED AS TO FORM:

Y. Soo Jo
County Attorney

Joseph Barasoain
Fulton County Emergency Management

ITEM # 24-0042 RCS 1/24/24
RECESS MEETING

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ANIMAL CONTROL SERVICES BETWEEN FULTON COUNTY, GEORGIA AND CITY OF EAST POINT GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered this 12th day of February, 2024, by and between the City of East Point, Georgia (**"City"**), a municipal corporation, and Fulton County, Georgia (**"County"**), a constitutionally created political subdivision of the State of Georgia, herein after collectively referred to as the **"Parties"**.

WHEREAS, pursuant to the Georgia Constitution, Article IX, Section II, Paragraph I, counties and cities are prohibited from exercising governmental authority within each other's boundaries except by Intergovernmental Agreement; and

WHEREAS, there is a need to control rabies, investigate animal cruelty complaints, and investigate animal bites, operate an animal shelter and remove live or dead animals from within the corporate limits of the City; and

WHEREAS, the mission of Fulton County Animal Services is to provide a humane environment for Fulton County's homeless pets while enforcing the animal control laws of Fulton County, Georgia in a manner that reflects quality and professionalism; and

WHEREAS, in partnership with the Fulton County Animal Services contractor, additional services are provided such as veterinary care for animals including spay/neuters, pet adoptions, pet reclaims, volunteer programs, foster home programs, rescue group coordination and other life-saving programs on a twenty-four hour per day basis; and

WHEREAS, Fulton County Animal Control Officers (ACOs) are authorized to issue citations for violations of the Rabies and Animal Control Ordinances including, but not limited to, Leash Law, Tethering violations, Cruelty to Animals, Special Permits, Animal License, Animal Bites, Dangerous or Vicious Animals, Nuisance, Abandonment, Rabies Violations, Running at Large, Commercial Guard and Security Dogs, Animals as Prizes and Cruelty to Elephants; and

WHEREAS, the County and the City desire to enter into an Intergovernmental Agreement for the County to respond to citizens' requests for animal control services within the corporate limits of the City; and

WHEREAS, the City and the County entered into an Intergovernmental Agreement on or about July 1, 2014 as Fulton County Board of Commissioners Agenda Item #14-0641 ("Original Agreement") and pursuant to authority of the City for the purpose of authorizing Fulton County to provide animal control services to the City, by way of a contract with an animal control services vendor; and

WHEREAS the term of the Current Agreement is set to expire on December 31st, 2023, and the County and City desire to enter into a new Intergovernmental Agreement to maintain the same level of services for Five (5) year period commencing January 1, 2024 and the new terms (Articles) and conditions set forth herein; and

NOW THEREFORE, the City and the County, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

ARTICLE 1
PURPOSE AND INTENT

The purpose of this Agreement is to provide the vital and necessary animal control services functions for the County's homeless pets while enforcing the animal control laws of Fulton County, Georgia in a manner that reflects quality and professionalism. The Parties agree that:

1.1 The County agrees to provide animal control services through a contract with an animal control services vendor within the corporate limits of the City. The purpose of such service shall be to enforce the Georgia Animal Control Act, all County ordinances attendant thereto, and all ordinances of the City related to animal control services.

1.2 The County agrees to provide a response to requests for animal control services within the City in accordance with the time periods specified in the County's contract with its approved animal control services vendor.

1.3 The County agrees to provide rabies control, investigate cruelty complaints and animal bites, operate an animal shelter and remove live or dead animals from within the corporate limits of the City upon request of the City and in accordance with the approved contract with the animal control services vendor.

1.4 The County agrees to provide the City courteous, efficient, and accessible Animal Control Services for emergencies, and non-emergencies for the term prescribed in this Agreement, consistent with the overall quality of services provided throughout the County.

ARTICLE 2
TERM OF AGREEMENT

The term of this Agreement is for Twelve (12) months from January 1, 2024 at 0000 hours through and concluding at 2400 hours on December 31, 2024 with Four (4) automatic renewals commencing on January 1 of each successive year. This Agreement shall terminate at 2400 hours on December 31, 2028.

At the conclusion of the last term (2400 hours on December 31, 2028), the City will be solely responsible for providing all animal control services within City boundaries, unless extended by mutual agreement approved by both governing bodies. Any such change is subject to consideration and approval of the County Board of Commissioners and the governing body of the City.

The City and County do hereby agree that all the terms and conditions that are set out in this Agreement are material and enforceable during the entire agreed period of this Agreement.

The parties agree that the City and the County may, at any time, upon Sixty (60) days' notice, terminate this Agreement.

ARTICLE 3
COMPENSATION AND CONSIDERATION

The County has calculated the total program Annual Shared Costs as seen in Table 1. The payment amount for each jurisdiction will be based on its proportional monthly calls for service. The cost to the City will be based on classification and location of calls received by the animal control services vendor during the month of service. Each City will pay their percentage use of the total cost to operate the service based on the call information.

Table 1 – Shelter and Field Operations Services		
2024 Animal Services Contract Amount	$	9,080,000
Annual Maintenance and Operations Cost	$	1,625,840
Capital Repairs	$	500,000
Animal Cruelty Investigation and Prosecution Unit	$	287,000
Vehicle Replacement	$	270,000
Animal Services Administrator	$	177,000
Call Taking and Dispatch Services (24/7/365)	$	164,000
2024 Annual Shared Costs	$	12,103,840

The payment amount will be enforceable during the period of this agreement and all payments will be due within Sixty (60) days of the invoice date and should be sent to the following address:

Fulton County Animal Services
Attn: Joseph Barasoain
130 Peachtree Street SW
Suite G-157
Atlanta GA, 30303

Failure to remit payment to Fulton County within Sixty (60) days of the invoice date may result in the suspension of services to the City until such time as the payment is received or termination of the agreement.

For the Five (5) year Intergovernmental Agreement term with the City, a year-over-year increase in the total Annual Actual Shared Costs will be applied to maintain program services and will keep pace with the actual rate of inflation.

ARTICLE 4
ENFORCEMENT & SERVICE RESPONSE

Animal Control Officer(s) (ACOs) will assist citizens and other public safety agencies who have requested help with domestic animal problems in a professional manner within their Area of Responsibility (AOR). ACO(s) shall respond to requests for services called in via the public or municipal partners and after these priority responses are met, the ACO(s) will patrol on a scheduled basis the area of designated responsibility.

ACO(s) will cite animal owners for violations of Fulton County Animal Control Ordinances, participate in the prosecution of such citations, and investigate and prepare reports regarding serious code violations.

The ACO(s) will impound stray dogs, and other animals that are subject to impoundment, and, when necessary, bring animals into the animal shelter under protective custody. All impounded animals will be held for a minimum of Seven (7) days unless reclaimed by their owner, transferred to rescue or adopted as provided in the Fulton County Animal Control Ordinance. The County will use all reasonable efforts to locate the owner of each animal prior to any disposition.

ACO(s) will also enforce the quarantine of animals that have bitten a person and enforce the regulations governing classified and/or dangerous animals, and inspect premises where animals are kept for sanitary conditions. ACO(s) will transfer any injured animals to the animal shelter, a veterinarian or ensure that the owner (if present) of the animal seeks medical treatment when necessary.

Animal Control Officers shall be dispatched so as to handle requests for service in a timely manner. Response to service requests shall be in the following priority:

1) Dog bites or animal attacks
2) Injured animals
3) Public Safety emergency calls
4) Quarantine violations
5) Cruelty to animals
6) Animals in custody
7) Loose animals
8) Animal welfare checks

The average response time to requests for service for priority 1, 2 and 3 shall be Forty-Five (45) minutes or less. "Response time" means that period of time between receipt of a service request by the selected vendor, and when an Animal Control Officer is dispatched and arrives at the location of the service request after being dispatched.

The average response time of all responses to priority 4 and 5 calls will be no greater than Four (4) hours. The average response time of all responses to priority 6, 7 and 8 calls will be no greater than Twenty-Four (24) hours.

At all times that there is not a regularly scheduled Animal Control Officer on duty, there shall be an on-call Animal Control Officer to respond to emergency priority 1, 2 and 3 calls.

Upon becoming aware of a possible violation, through requests for service, personal observation, analysis of records and data, or other method, ACOs shall conduct a thorough investigation. If after conducting a thorough investigation, the ACOs finds just and reasonable grounds to believe a violation was committed, then the appropriate citation and/or Notice of Violation shall be issued. Citations and/or Notices of Violation shall be issued consistent with Animal Control Ordinances and other applicable laws.

The ACOs will complete the thorough investigation of a possible violation within Seven (7) calendar days, unless a specific exception is documented in writing. The documentation shall state why the extension was needed and when the investigation was completed.

ARTICLE 5
TRANSITION

In the event of the termination or expiration of this Agreement, the County and the City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from County to the City to maintain the same high quality of services provided by this Agreement for the residents, businesses, and visitors of the City.

The County and the City agree that Ninety (90) days prior to the expiration of this Agreement, the City Administrator and County Manager (or his/her designee) will meet and confer to ensure a smooth transition.

ARTICLE 6
LIABILITY

The City, as the requestor of said services, further agrees that the City shall be responsible for all costs and damages stemming from all claims, actions, damages, liability and expenses from third-parties resulting from actions of its employees, agents, and operators. Notwithstanding anything to the contrary contained in this Agreement, the City's liability under this Agreement shall not include any claim arising from the gross negligence or willful misconduct of the County or its employees, agents or operators. Nothing herein shall be construed as a waiver of the County's sovereign immunity or any governmental immunity available to its officials, employees, or agents.

ARTICLE 7
TERMINATION AND REMEDIES

The City or the County may terminate this Agreement only for an event of default.

If an event or default occurs, in the determination of the City, the City shall notify the County in writing; specify the basis for the default and advise the County that the default must be cured to the City's reasonable satisfaction within a Sixty (60) day period. The City may grant additional time to cure the default, as the City may deem appropriate, without waiver of any of the City's rights, so long as the County has commenced curing the default and is effectuating a cure with diligence and continuity during the Sixty (60) day period, or any longer period which the City prescribes.

If an event of default occurs, in the determination of the County, the County may notify the City in writing, specify the basis for the default and advise the City that the default must be cured to the County's reasonable satisfaction within a Sixty (60) day period; except that for events of default related to the payment of fees, the cure period is reduced to Thirty (30) days. The County may grant additional time to cure the default, as the County may deem appropriate, without waiver of any of the County's rights, so long as the City has commenced curing the default and is effectuating a cure with diligence and continuity during the Sixty (60) day period (30 days for payments) or any longer period which the County prescribes.

In the event that either party breaches a material term or condition of this Agreement, other than an event of default, the party in breach, upon receipt of a written request from the non-breaching party, shall remedy the breach within Thirty (30) days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching party may utilize the remedies of declaratory judgment, specific performance, mandamus, or injunctive relief to compel the breaching party to remedy the breach.

The parties reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

ARTICLE 8
AMENDMENTS

This Agreement may be modified at any time during the term only by mutual written consent of both parties.

ARTICLE 9
NOTICES

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested or by standard overnight carrier with tracking or signature required. Notices shall be addressed to the parties at the following addresses:

If to the County:

Richard "Dick" Anderson, County Manager
141 Pryor Street, SW, Suite 1000
Atlanta, Georgia 30303404-612-8335
404-612-0350 (facsimile)

With a copy to:
Y. Soo Jo, County Attorney
141 Pryor Street, SW, Suite 4038
Atlanta, Georgia 30303
404-612-0246
404-730-6324 (facsimile)

If to the City:

City Manager/Administrator
2757 East Point Street
East Point, GA 30344
(404) 270-7017

With a copy to:

City of East Point, City Attorney
2757 East Point Street
East Point, GA 30344
(770) 270-7045

ARTICLE 10
NON- ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 11
ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and agreement of the parties regarding the subject matter of the Agreement. Notwithstanding anything contained in this IGA, the obligation of the County and the City to make payments provided under this IGA shall be subject to approval and the annual appropriations of funds thereof by the governing body of the County and the City, and such obligation shall not constitute a pledge of the full faith and credit of the County or the City within the meaning of any constitutional debt limitation.

ARTICLE 12
GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Georgia. The obligations of the Parties to this Agreement are performable in Fulton County, Georgia and, if legal action is necessary to enforce the same, the parties agree exclusive venue shall lie in Fulton County, Georgia.

ARTICLE 13
SEVERABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effects as if the invalid provision or portion of the provision were not part of this Agreement.

ARTICLE 14
BINDING EFFECT

This Agreement shall insure to the benefit of, and be binding upon, the respective parties' successors.

ARTICLE 15
COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

This Agreement contains the entire agreement between the Parties, and no modification shall be binding upon the Parties unless evidenced by a subsequent written agreement signed by the County acting by and through the Fulton County Board of Commissioners, and the City, signed by its duly authorized officers acting by and through the City.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals the day and year first above written.

EAST POINT, GEORGIA

Deana Holiday Ingraham
AF32062C45613E707519AE34173445EA contractworks
Deana Holiday Ingraham
Mayor

Attest:

Keshia McCullough
DBFE209E5ECDFB4B8B9DF0953813E16D contractworks
Keshia McCullough, Clerk
City of East Point
(SEAL)

APPROVED AS TO FORM:

Erin Wiggins
65A93658E83FF2CED005F4D8546C4EA3 contractworks
City Attorney's Office

FULTON COUNTY, GEORGIA

ATTEST:

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Tonya L. Grier, Clerk
Fulton County Board of
Commissioners

APPROVED AS TO FORM:

Y. Soo Jo
County Attorney

Joseph Barasoain
Fulton County Emergency
Management

ITEM # 24-0288 FRM 4/10/24
FIRST REGULAR MEETING

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ANIMAL CONTROL SERVICES BETWEEN FULTON COUNTY, GEORGIA AND CITY OF FAIRBURN, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered this __ day of_____, 2023, by and between the City of Fairburn, Georgia (**"City"**), a municipal corporation, and Fulton County, Georgia (**"County"**), a constitutionally created political subdivision of the State of Georgia, herein after collectively referred to as the **"Parties"**.

WHEREAS, pursuant to the Georgia Constitution, Article IX, Section II, Paragraph I, counties and cities are prohibited from exercising governmental authority within each other's boundaries except by Intergovernmental Agreement; and

WHEREAS, there is a need to control rabies, investigate animal cruelty complaints, and investigate animal bites, operate an animal shelter and remove live or dead animals from within the corporate limits of the City; and

WHEREAS, the mission of Fulton County Animal Services is to provide a humane environment for Fulton County's homeless pets while enforcing the animal control laws of Fulton County, Georgia in a manner that reflects quality and professionalism; and

WHEREAS, in partnership with the Fulton County Animal Services contractor, additional services are provided such as veterinary care for animals including spay/neuters, pet adoptions, pet reclaims, volunteer programs, foster home programs, rescue group coordination and other life-saving programs on a twenty-four hour per day basis; and

WHEREAS, Fulton County Animal Control Officers (ACOs) are authorized to issue citations for violations of the Rabies and Animal Control Ordinances including, but not limited to, Leash Law, Tethering violations, Cruelty to Animals, Special Permits, Animal License, Animal Bites, Dangerous or Vicious Animals, Nuisance, Abandonment, Rabies Violations, Running at Large, Commercial Guard and Security Dogs, Animals as Prizes and Cruelty to Elephants; and

WHEREAS, the County and the City desire to enter into an Intergovernmental Agreement for the County to respond to citizens' requests for animal control services within the corporate limits of the City; and

WHEREAS, the City and the County entered into an Intergovernmental Agreement on or about July 1, 2014 as Fulton County Board of Commissioners Agenda Item #14-0641 ("Original Agreement") and pursuant to authority of the City for the purpose of authorizing Fulton County to provide animal control services to the City, by way of a contract with an animal control services vendor; and

WHEREAS the term of the Current Agreement is set to expire on December 31st, 2023, and the County and City desire to enter into a new Intergovernmental Agreement to maintain the same level of services for Five (5) year period commencing January 1, 2024 and the new terms (Articles) and conditions set forth herein; and

NOW THEREFORE, the City and the County, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

ARTICLE 1
PURPOSE AND INTENT

The purpose of this Agreement is to provide the vital and necessary animal control services functions for the County's homeless pets while enforcing the animal control laws of Fulton County, Georgia in a manner that reflects quality and professionalism. The Parties agree that:

1.1 The County agrees to provide animal control services, as may be requested by the City, through a contract with an animal control services vendor within the corporate limits of the City. The purpose of such service shall be to enforce the Georgia Animal Control Act, all County ordinances attendant thereto, and all ordinances of the City related to animal control services.

1.2 The County agrees to provide a response to requests made by the Police Department of the City for animal control services within the City in accordance with the time periods specified in the County's contract with its approved animal control services vendor. All calls for animal control services within the City received by the County that are not from the Police Department of the City shall be directed to the City's Police Department.

1.3 The County agrees to provide rabies control, investigate cruelty complaints and animal bites, operate an animal shelter, and remove live or dead animals from within the corporate limits of the City upon request made by the Police Department of the City and in accordance with the approved contract with the animal control services vendor. All calls to investigate cruelty complaints and animal bites within the City received by the County that are not from the Police Department of the City shall be directed to the City's Police Department.

1.4 The County agrees to provide the City courteous, efficient, and accessible Animal Control Services for emergencies, and non-emergencies for the term prescribed in this Agreement, consistent with the overall quality of services provided throughout the County.

ARTICLE 2
TERM OF AGREEMENT

The term of this Agreement is for Twelve (12) months from January 1, 2024 at 0000 hours through and concluding at 2400 hours on December 31, 2024 with Four (4) automatic renewals commencing on January 1 of each successive year. This Agreement shall terminate at 2400 hours on December 31, 2028.

At the conclusion of the last term (2400 hours on December 31, 2028), the City will be solely responsible for providing all animal control services within City boundaries, unless

extended by mutual agreement approved by both governing bodies. Any such change is subject to consideration and approval of the County Board of Commissioners and the governing body of the City.

The City and County do hereby agree that all the terms and conditions that are set out in this Agreement are material and enforceable during the entire agreed period of this Agreement.

The parties agree that the City and the County may, at any time, upon Sixty (60) days' notice, terminate this Agreement.

ARTICLE 3
COMPENSATION AND CONSIDERATION

The County has calculated the total program Annual Shared Costs as seen in Table 1. The payment amount for each jurisdiction will be based on its proportional monthly calls for service. The cost to the City will be based on classification and location of calls received by the animal control services vendor during the month of service. Each City will pay their percentage use of the total cost to operate the service based on the call information.

Table 1 – Shelter and Field Operations Services		
2024 Animal Services Contract Amount	$	9,080,000
Annual Maintenance and Operations Cost	$	1,625,840
Capital Repairs	$	500,000
Animal Cruelty Investigation and Prosecution Unit	$	287,000
Vehicle Replacement	$	270,000
Animal Services Administrator	$	177,000
Call Taking and Dispatch Services (24/7/365)	$	164,000
2024 Annual Shared Costs	$	12,103,840

The payment amount will be enforceable during the period of this agreement and all payments will be due within Sixty (60) days of the invoice date and should be sent to the following address:

Fulton County Animal Services
Attn: Joseph Barasoain
130 Peachtree Street SW
Suite G-157
Atlanta GA, 30303

Failure to remit payment to Fulton County within Sixty (60) days of the invoice date may result in the suspension of services to the City until such time as the payment is received or termination of the agreement.

For the Five (5) year Intergovernmental Agreement term with the City, a year-over-year

increase in the total Annual Actual Shared Costs will be applied to maintain program services and will keep pace with the actual rate of inflation.

ARTICLE 4
ENFORCEMENT & SERVICE RESPONSE

Animal Control Officer(s) (ACOs) will assist citizens and other public safety agencies who have requested help with domestic animal problems in a professional manner within their Area of Responsibility (AOR). ACO(s) shall respond to requests for services called in via the public or municipal partners and after these priority responses are met, the ACO(s) will patrol on a scheduled basis the area of designated responsibility.

ACO(s) will cite animal owners for violations of Fulton County Animal Control Ordinances, participate in the prosecution of such citations, and investigate and prepare reports regarding serious code violations.

The ACO(s) will impound stray dogs, and other animals that are subject to impoundment, and, when necessary, bring animals into the animal shelter under protective custody. All impounded animals will be held for a minimum of Seven (7) days unless reclaimed by their owner, transferred to rescue or adopted as provided in the Fulton County Animal Control Ordinance. The County will use all reasonable efforts to locate the owner of each animal prior to any disposition.

ACO(s) will also enforce the quarantine of animals that have bitten a person and enforce the regulations governing classified and/or dangerous animals, and inspect premises where animals are kept for sanitary conditions. ACO(s) will transfer any injured animals to the animal shelter, a veterinarian or ensure that the owner (if present) of the animal seeks medical treatment when necessary.

Animal Control Officers shall be dispatched so as to handle requests for service in a timely manner. Response to service requests shall be in the following priority:

1) Dog bites or animal attacks
2) Injured animals
3) Public Safety emergency calls
4) Quarantine violations
5) Cruelty to animals
6) Animals in custody
7) Loose animals
8) Animal welfare checks

The average response time to requests for service for priority 1, 2 and 3 shall be Forty-Five (45) minutes or less. "Response time" means that period of time between receipt of a service request by the selected vendor, and when an Animal Control Officer is dispatched and arrives at the location of the service request after being dispatched.

The average response time of all responses to priority 4 and 5 calls will be no greater than Four (4) hours. The average response time of all responses to priority 6, 7 and 8 calls will be no greater than Twenty-Four (24) hours.

At all times that there is not a regularly scheduled Animal Control Officer on duty, there shall be an on-call Animal Control Officer to respond to emergency priority 1, 2 and 3 calls.

Upon becoming aware of a possible violation, through requests for service, personal observation, analysis of records and data, or other method, ACOs shall conduct a thorough investigation. If after conducting a thorough investigation, the ACOs finds just and reasonable grounds to believe a violation was committed, then the appropriate citation and/or Notice of Violation shall be issued. Citations and/or Notices of Violation shall be issued consistent with Animal Control Ordinances and other applicable laws.

The ACOs will complete the thorough investigation of a possible violation within Seven (7) calendar days, unless a specific exception is documented in writing. The documentation shall state why the extension was needed and when the investigation was completed.

ARTICLE 5
TRANSITION

In the event of the termination or expiration of this Agreement, the County and the City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from County to the City to maintain the same high quality of services provided by this Agreement for the residents, businesses, and visitors of the City.

The County and the City agree that Ninety (90) days prior to the expiration of this Agreement, the City Administrator and County Manager (or his/her designee) will meet and confer to ensure a smooth transition.

ARTICLE 6
LIABILITY

The City, as the requestor of said services, further agrees that the City shall be responsible for all costs and damages stemming from all claims, actions, damages, liability and expenses from third-parties resulting from actions of its employees, agents, and operators. Notwithstanding anything to the contrary contained in this Agreement, the City's liability under this Agreement shall not include any claim arising from the gross negligence or willful misconduct of the County or its employees, agents or operators. Nothing herein shall be construed as a waiver of the County's sovereign immunity or any governmental immunity available to its officials, employees, or agents.

ARTICLE 7
TERMINATION AND REMEDIES

The City or the County may terminate this Agreement only for an event of default.

If an event or default occurs, in the determination of the City, the City shall notify the County in writing; specify the basis for the default and advise the County that the default must be cured to the City's reasonable satisfaction within a Sixty (60) day period. The City may grant additional time to cure the default, as the City may deem appropriate, without waiver of any of the City's rights, so long as the County has commenced curing the default

and is effectuating a cure with diligence and continuity during the Sixty (60) day period, or any longer period which the City prescribes.

If an event of default occurs, in the determination of the County, the County may notify the City in writing, specify the basis for the default and advise the City that the default must be cured to the County's reasonable satisfaction within a Sixty (60) day period; except that for events of default related to the payment of fees, the cure period is reduced to Thirty (30) days. The County may grant additional time to cure the default, as the County may deem appropriate, without waiver of any of the County's rights, so long as the City has commenced curing the default and is effectuating a cure with diligence and continuity during the Sixty (60) day period (30 days for payments) or any longer period which the County prescribes.

In the event that either party breaches a material term or condition of this Agreement, other than an event of default, the party in breach, upon receipt of a written request from the non-breaching party, shall remedy the breach within Thirty (30) days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching party may utilize the remedies of declaratory judgment, specific performance, mandamus, or injunctive relief to compel the breaching party to remedy the breach.

The parties reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

ARTICLE 8
AMENDMENTS

This Agreement may be modified at any time during the term only by mutual written consent of both parties.

ARTICLE 9
NOTICES

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested or by standard overnight carrier with tracking or signature required. Notices shall be addressed to the parties at the following addresses:

If to the County:

Richard "Dick" Anderson, County Manager
141 Pryor Street, SW, Suite 1000
Atlanta, Georgia 30303404-612-8335
404-612-0350 (facsimile)

With a copy to:
Y. Soo Jo, County Attorney
141 Pryor Street, SW, Suite 4038
Atlanta, Georgia 30303
404-612-0246
404-730-6324 (facsimile)

If to the City:

Tony M. Phillips, City Administrator
56 Malone Street, SW
Fairburn, Georgia 30213
770-964-2244

With a copy to:

Hilliard Starkey Law
561 Thornton Road, Suite G
Lithia Springs, GA 30122
Attn: Rory K. Starkey,
Fairburn City Attorney
678-909-2096

ARTICLE 10
NON- ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 11
ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and agreement of the parties regarding the subject matter of the Agreement. Notwithstanding anything contained in this IGA, the obligation of the County and the City to make payments provided under this IGA shall be subject to approval and the annual appropriations of funds thereof by the governing body of the County and the City, and such obligation shall not constitute a pledge of the full faith and credit of the County or the City within the meaning of any constitutional debt limitation.

ARTICLE 12
GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Georgia. The obligations of the Parties to this Agreement are performable in Fulton County, Georgia and, if legal action is necessary to enforce the same, the parties agree exclusive venue shall lie in Fulton County, Georgia.

ARTICLE 13
SEVERABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effects as if the invalid provision or portion of the provision were not part of this Agreement.

ARTICLE 14
BINDING EFFECT

This Agreement shall insure to the benefit of, and be binding upon, the respective parties' successors.

ARTICLE 15
COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

This Agreement contains the entire agreement between the Parties, and no modification shall be binding upon the Parties unless evidenced by a subsequent written agreement signed by the County acting by and through the Fulton County Board of Commissioners, and the City, signed by its duly authorized officers acting by and through the City.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals the day and year first above written.

FAIRBURN, GEORGIA

Attest:

Mario B. Avery
Mayor

Brenda B. James
City Clerk

(SEAL)

APPROVED AS TO FORM:

Rory K. Starkey
City Attorney

FULTON COUNTY, GEORGIA

ATTEST:

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Tonya L. Grier, Clerk
Fulton County Board of Commissioners

APPROVED AS TO FORM:

Y. Soo Jo
County Attorney

Joseph Barasoain
Fulton County Emergency Management

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ANIMAL CONTROL SERVICES BETWEEN FULTON COUNTY, GEORGIA AND CITY OF HAPEVILLE, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered this __ day of _____, 2023, by and between the City of Hapeville, Georgia (**"City"**), a municipal corporation, and Fulton County, Georgia (**"County"**), a constitutionally created political subdivision of the State of Georgia, herein after collectively referred to as the **"Parties"**.

WHEREAS, pursuant to the Georgia Constitution, Article IX, Section II, Paragraph I, counties and cities are prohibited from exercising governmental authority within each other's boundaries except by Intergovernmental Agreement; and

WHEREAS, there is a need to control rabies, investigate animal cruelty complaints, and investigate animal bites, operate an animal shelter and remove live or dead animals from within the corporate limits of the City; and

WHEREAS, the mission of Fulton County Animal Services is to provide a humane environment for Fulton County's homeless pets while enforcing the animal control laws of Fulton County, Georgia in a manner that reflects quality and professionalism; and

WHEREAS, in partnership with the Fulton County Animal Services contractor, additional services are provided such as veterinary care for animals including spay/neuters, pet adoptions, pet reclaims, volunteer programs, foster home programs, rescue group coordination and other life-saving programs on a twenty-four hour per day basis; and

WHEREAS, Fulton County Animal Control Officers (ACOs) are authorized to issue citations for violations of the Rabies and Animal Control Ordinances including, but not limited to, Leash Law, Tethering violations, Cruelty to Animals, Special Permits, Animal License, Animal Bites, Dangerous or Vicious Animals, Nuisance, Abandonment, Rabies Violations, Running at Large, Commercial Guard and Security Dogs, Animals as Prizes and Cruelty to Elephants; and

WHEREAS, the County and the City desire to enter into an Intergovernmental Agreement for the County to respond to citizens' requests for animal control services within the corporate limits of the City; and

WHEREAS, the City and the County entered into an Intergovernmental Agreement on or about July 1, 2014 as Fulton County Board of Commissioners Agenda Item #14-0641 ("Original Agreement") and pursuant to authority of the City for the purpose of authorizing Fulton County to provide animal control services to the City, by way of a contract with an animal control services vendor; and

WHEREAS the term of the Current Agreement is set to expire on December 31st, 2023, and the County and City desire to enter into a new Intergovernmental Agreement to maintain the same level of services for Five (5) year period commencing January 1, 2024 and the new terms (Articles) and conditions set forth herein; and

NOW THEREFORE, the City and the County, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

ARTICLE 1
PURPOSE AND INTENT

The purpose of this Agreement is to provide the vital and necessary animal control services functions for the County's homeless pets while enforcing the animal control laws of Fulton County, Georgia in a manner that reflects quality and professionalism. The Parties agree that:

1.1 The County agrees to provide animal control services, as may be requested by the City, through a contract with an animal control services vendor within the corporate limits of the City. The purpose of such service shall be to enforce the Georgia Animal Control Act, all County ordinances attendant thereto, and all ordinances of the City related to animal control services.

1.2 The County agrees to provide a response to requests made by the Police Department of the City for animal control services within the City in accordance with the time periods specified in the County's contract with its approved animal control services vendor. All calls for animal control services within the City received by the County that are not from the Police Department of the City shall be directed to the City's Police Department.

1.3 The County agrees to provide rabies control, investigate cruelty complaints and animal bites, operate an animal shelter, and remove live or dead animals from within the corporate limits of the City upon request made by the Police Department of the City and in accordance with the approved contract with the animal control services vendor. All calls to investigate cruelty complaints and animal bites within the City received by the County that are not from the Police Department of the City shall be directed to the City's Police Department.

1.4 The County agrees to provide the City courteous, efficient, and accessible Animal Control Services for emergencies, and non-emergencies for the term prescribed in this Agreement, consistent with the overall quality of services provided throughout the County.

ARTICLE 2
TERM OF AGREEMENT

The term of this Agreement is for Twelve (12) months from January 1, 2024 at 0000 hours through and concluding at 2400 hours on December 31, 2024 with Four (4) automatic renewals commencing on January 1 of each successive year. This Agreement shall terminate at 2400 hours on December 31, 2028.

At the conclusion of the last term (2400 hours on December 31, 2028), the City will be solely responsible for providing all animal control services within City boundaries, unless

extended by mutual agreement approved by both governing bodies. Any such change is subject to consideration and approval of the County Board of Commissioners and the governing body of the City.

The City and County do hereby agree that all the terms and conditions that are set out in this Agreement are material and enforceable during the entire agreed period of this Agreement.

The parties agree that the City and the County may, at any time, upon Sixty (60) days' notice, terminate this Agreement.

ARTICLE 3
COMPENSATION AND CONSIDERATION

The County has calculated the total program Annual Shared Costs as seen in Table 1. The payment amount for each jurisdiction will be based on its proportional monthly calls for service. The cost to the City will be based on classification and location of calls received by the animal control services vendor during the month of service. Each City will pay their percentage use of the total cost to operate the service based on the call information.

Table 1 – Shelter and Field Operations Services		
2024 Animal Services Contract Amount	$	9,080,000
Annual Maintenance and Operations Cost	$	1,625,840
Capital Repairs	$	500,000
Animal Cruelty Investigation and Prosecution Unit	$	287,000
Vehicle Replacement	$	270,000
Animal Services Administrator	$	177,000
Call Taking and Dispatch Services (24/7/365)	$	164,000
2024 Annual Shared Costs	$	12,103,840

The payment amount will be enforceable during the period of this agreement and all payments will be due within Sixty (60) days of the invoice date and should be sent to the following address:

Fulton County Animal Services
Attn: Joseph Barasoain
130 Peachtree Street SW
Suite G-157
Atlanta GA, 30303

Failure to remit payment to Fulton County within Sixty (60) days of the invoice date may result in the suspension of services to the City until such time as the payment is received or termination of the agreement.

For the Five (5) year Intergovernmental Agreement term with the City, a year-over-year

increase in the total Annual Actual Shared Costs will be applied to maintain program services and will keep pace with the actual rate of inflation.

ARTICLE 4
ENFORCEMENT & SERVICE RESPONSE

Animal Control Officer(s) (ACOs) will assist citizens and other public safety agencies who have requested help with domestic animal problems in a professional manner within their Area of Responsibility (AOR). ACO(s) shall respond to requests for services called in via the public or municipal partners and after these priority responses are met**,** the ACO(s) will patrol on a scheduled basis the area of designated responsibility.

ACO(s) will cite animal owners for violations of Fulton County Animal Control Ordinances, participate in the prosecution of such citations, and investigate and prepare reports regarding serious code violations.

The ACO(s) will impound stray dogs, and other animals that are subject to impoundment, and, when necessary, bring animals into the animal shelter under protective custody. All impounded animals will be held for a minimum of Seven (7) days unless reclaimed by their owner, transferred to rescue or adopted as provided in the Fulton County Animal Control Ordinance. The County will use all reasonable efforts to locate the owner of each animal prior to any disposition.

ACO(s) will also enforce the quarantine of animals that have bitten a person and enforce the regulations governing classified and/or dangerous animals, and inspect premises where animals are kept for sanitary conditions. ACO(s) will transfer any injured animals to the animal shelter, a veterinarian or ensure that the owner (if present) of the animal seeks medical treatment when necessary.

Animal Control Officers shall be dispatched so as to handle requests for service in a timely manner. Response to service requests shall be in the following priority:

1) Dog bites or animal attacks
2) Injured animals
3) Public Safety emergency calls
4) Quarantine violations
5) Cruelty to animals
6) Animals in custody
7) Loose animals
8) Animal welfare checks

The average response time to requests for service for priority 1, 2 and 3 shall be Forty-Five (45) minutes or less. "Response time" means that period of time between receipt of a service request by the selected vendor, and when an Animal Control Officer is dispatched and arrives at the location of the service request after being dispatched.

The average response time of all responses to priority 4 and 5 calls will be no greater than Four (4) hours. The average response time of all responses to priority 6, 7 and 8 calls will be no greater than Twenty-Four (24) hours.

At all times that there is not a regularly scheduled Animal Control Officer on duty, there shall be an on-call Animal Control Officer to respond to emergency priority 1, 2 and 3 calls.

Upon becoming aware of a possible violation, through requests for service, personal observation, analysis of records and data, or other method, ACOs shall conduct a thorough investigation. If after conducting a thorough investigation, the ACOs finds just and reasonable grounds to believe a violation was committed, then the appropriate citation and/or Notice of Violation shall be issued. Citations and/or Notices of Violation shall be issued consistent with Animal Control Ordinances and other applicable laws.

The ACOs will complete the thorough investigation of a possible violation within Seven (7) calendar days, unless a specific exception is documented in writing. The documentation shall state why the extension was needed and when the investigation was completed.

ARTICLE 5
TRANSITION

In the event of the termination or expiration of this Agreement, the County and the City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from County to the City to maintain the same high quality of services provided by this Agreement for the residents, businesses, and visitors of the City.

The County and the City agree that Ninety (90) days prior to the expiration of this Agreement, the City Administrator and County Manager (or his/her designee) will meet and confer to ensure a smooth transition.

ARTICLE 6
LIABILITY

The City, as the requestor of said services, further agrees that the City shall be responsible for all costs and damages stemming from all claims, actions, damages, liability and expenses from third-parties resulting from actions of its employees, agents, and operators. Notwithstanding anything to the contrary contained in this Agreement, the City's liability under this Agreement shall not include any claim arising from the gross negligence or willful misconduct of the County or its employees, agents or operators. Nothing herein shall be construed as a waiver of the County's sovereign immunity or any governmental immunity available to its officials, employees, or agents.

ARTICLE 7
TERMINATION AND REMEDIES

The City or the County may terminate this Agreement only for an event of default.

If an event or default occurs, in the determination of the City, the City shall notify the County in writing; specify the basis for the default and advise the County that the default must be cured to the City's reasonable satisfaction within a Sixty (60) day period. The City may grant additional time to cure the default, as the City may deem appropriate, without waiver of any of the City's rights, so long as the County has commenced curing the default

and is effectuating a cure with diligence and continuity during the Sixty (60) day period, or any longer period which the City prescribes.

If an event of default occurs, in the determination of the County, the County may notify the City in writing, specify the basis for the default and advise the City that the default must be cured to the County's reasonable satisfaction within a Sixty (60) day period; except that for events of default related to the payment of fees, the cure period is reduced to Thirty (30) days. The County may grant additional time to cure the default, as the County may deem appropriate, without waiver of any of the County's rights, so long as the City has commenced curing the default and is effectuating a cure with diligence and continuity during the Sixty (60) day period (30 days for payments) or any longer period which the County prescribes.

In the event that either party breaches a material term or condition of this Agreement, other than an event of default, the party in breach, upon receipt of a written request from the non-breaching party, shall remedy the breach within Thirty (30) days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching party may utilize the remedies of declaratory judgment, specific performance, mandamus, or injunctive relief to compel the breaching party to remedy the breach.

The parties reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

ARTICLE 8
AMENDMENTS

This Agreement may be modified at any time during the term only by mutual written consent of both parties.

ARTICLE 9
NOTICES

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested or by standard overnight carrier with tracking or signature required. Notices shall be addressed to the parties at the following addresses:

If to the County:

Richard "Dick" Anderson, County Manager
141 Pryor Street, SW, Suite 1000
Atlanta, Georgia 30303404-612-8335
404-612-0350 (facsimile)

With a copy to:
Y. Soo Jo, County Attorney
141 Pryor Street, SW, Suite 4038
Atlanta, Georgia 30303
404-612-0246
404-730-6324 (facsimile)

If to the City:

Tim Young, City Manager/Administrator
3468 North Fulton Avenue
Hapeville, GA 30354
(404) 669-2100

With a copy to:

Andy Welch, City Attorney
3468 North Fulton Avenue
Hapeville, GA 30354
(404) 669-2100

ARTICLE 10
NON- ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 11
ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and agreement of the parties regarding the subject matter of the Agreement. Notwithstanding anything contained in this IGA, the obligation of the County and the City to make payments provided under this IGA shall be subject to approval and the annual appropriations of funds thereof by the governing body of the County and the City, and such obligation shall not constitute a pledge of the full faith and credit of the County or the City within the meaning of any constitutional debt limitation.

ARTICLE 12
GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Georgia. The obligations of the Parties to this Agreement are performable in Fulton County, Georgia and, if legal action is necessary to enforce the same, the parties agree exclusive venue shall lie in Fulton County, Georgia.

ARTICLE 13
SEVERABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effects as if the invalid provision or portion of the provision were not part of this Agreement.

ARTICLE 14
BINDING EFFECT

This Agreement shall insure to the benefit of, and be binding upon, the respective parties' successors.

ARTICLE 15
COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

This Agreement contains the entire agreement between the Parties, and no modification shall be binding upon the Parties unless evidenced by a subsequent written agreement signed by the County acting by and through the Fulton County Board of Commissioners, and the City, signed by its duly authorized officers acting by and through the City.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals the day and year first above written.

HAPEVILLE, GEORGIA

Attest:

_____
Alan Hallman
Mayor

_____
Sharee Steed, Clerk
City of Hapeville
(SEAL)

APPROVED AS TO FORM:

_____
City Attorney's Office

FULTON COUNTY, GEORGIA

ATTEST:

_____
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

_____ _____
Tonya L. Grier, Clerk
Fulton County Board of Commissioners

APPROVED AS TO FORM:

_____
Y. Soo Jo
County Attorney

_____
Joseph Barasoain
Fulton County Emergency Management

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INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ANIMAL CONTROL SERVICES BETWEEN FULTON COUNTY, GEORGIA AND CITY OF COLLEGE PARK, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered this 12.00 day of 11/12/2023 | 3:25 PM EST, 2023, by and between the City of College Park, Georgia (**"City"**), a municipal corporation, and Fulton County, Georgia (**"County"**), a constitutionally created political subdivision of the State of Georgia, herein after collectively referred to as the **"Parties"**.

WHEREAS, pursuant to the Georgia Constitution, Article IX, Section II, Paragraph I, counties and cities are prohibited from exercising governmental authority within each other's boundaries except by Intergovernmental Agreement; and

WHEREAS, there is a need to control rabies, investigate animal cruelty complaints, and investigate animal bites, operate an animal shelter and remove live or dead animals from within the corporate limits of the City; and

WHEREAS, the mission of Fulton County Animal Services is to provide a humane environment for Fulton County's homeless pets while enforcing the animal control laws of Fulton County, Georgia in a manner that reflects quality and professionalism; and

WHEREAS, in partnership with the Fulton County Animal Services contractor, additional services are provided such as veterinary care for animals including spay/neuters, pet adoptions, pet reclaims, volunteer programs, foster home programs, rescue group coordination and other life-saving programs on a twenty-four hour per day basis; and

WHEREAS, Fulton County Animal Control Officers (ACOs) are authorized to issue citations for violations of the Rabies and Animal Control Ordinances including, but not limited to, Leash Law, Tethering violations, Cruelty to Animals, Special Permits, Animal License, Animal Bites, Dangerous or Vicious Animals, Nuisance, Abandonment, Rabies Violations, Running at Large, Commercial Guard and Security Dogs, Animals as Prizes and Cruelty to Elephants; and

WHEREAS, the County and the City desire to enter into an Intergovernmental Agreement for the County to respond to citizens' requests for animal control services within the corporate limits of the City; and

WHEREAS, the City and the County entered into an Intergovernmental Agreement on or about July 1, 2014 as Fulton County Board of Commissioners Agenda Item #14-0641 ("Original Agreement") for the purpose of authorizing Fulton County to provide animal control services to the City, by way of a contract with an animal control services vendor; and

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WHEREAS the term of the Current Agreement is set to expire on December 31st, 2023, and the County and City desire to renew their Intergovernmental Agreement to maintain the same level of services for an additional Five (5) year period beyond this set date; and

WHEREAS, the Parties desire, through this Agreement, to agree to the Term of this Agreement under the new terms (Articles) and conditions set forth.

NOW THEREFORE, the City and the County, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

ARTICLE 1
PURPOSE AND INTENT

The purpose of this Agreement is to provide the vital and necessary animal control services functions for the County's homeless pets while enforcing the animal control laws of Fulton County, Georgia in a manner that reflects quality and professionalism. The Parties agree that:

1.1 The County agrees to provide animal control services through a contract with an animal control services vendor within the corporate limits of the City. The purpose of such service shall be to enforce the Georgia Animal Control Act, all County ordinances attendant thereto, and all ordinances of the City related to animal control services.

1.2 The County agrees to provide a response to requests for animal control services within the City in accordance with the time periods specified in the County's contract with its approved animal control services vendor.

1.3 The County agrees to provide rabies control, investigate cruelty complaints and animal bites, operate an animal shelter, and remove live or dead animals from within the corporate limits of the City upon request of the City and in accordance with the approved contract with the animal control services vendor.

1.4 The County agrees to provide the City courteous, efficient, and accessible Animal Control Services for emergencies, and non-emergencies for the term prescribed in this Agreement, consistent with the overall quality of services provided throughout the County.

ARTICLE 2
TERM OF AGREEMENT

The term of this Agreement is for Twelve (12) months from January 1, 2024 at 0000 hours through and concluding at 2400 hours on December 31, 2024 with Four (4) automatic renewals commencing on January 1 of each successive year. This Agreement shall terminate at 2400 hours on December 31, 2028.

DocuSign Envelope ID: 1E9241EB-0494-4A1C-BC37-3438820A1230

At the conclusion of the last term (2400 hours on December 31, 2028), the City will be solely responsible for providing all animal control services within City boundaries, unless extended by mutual agreement approved by both governing bodies. Any such change is subject to consideration and approval of the County Board of Commissioners and the governing body of the City.

The City and County do hereby agree that all the terms and conditions that are set out in this Agreement are material and enforceable during the entire agreed period of this Agreement.

The parties agree that the City and the County may, at any time, upon Sixty (60) days' notice, terminate this Agreement.

ARTICLE 3
COMPENSATION AND CONSIDERATION

The County has calculated the total program Annual Shared Costs as seen in Table 1. The payment amount for each jurisdiction will be based on its proportional monthly calls for service. An example calculation is included with this document (Attachment 1). The cost to the City will be based on classification and location of calls received by the animal control services vendor during the month of service. Each City will pay their percentage use of the total cost to operate the service based on the call information.

Table 1 – Shelter and Field Operations Services		
2024 Animal Services Contract Amount	$	9,080,000
Annual Maintenance and Operations Cost	$	1,625,840
Capital Repairs	$	500,000
Animal Cruelty Investigation and Prosecution Unit	$	287,000
Vehicle Replacement	$	270,000
Animal Services Administrator	$	177,000
Call Taking and Dispatch Services (24/7/365)	$	164,000
2024 Annual Shared Costs	$	12,103,840

The payment amount will be enforceable during the period of this agreement and all payments will be due within Forty-Five (45) days of the invoice date and should be sent to the following address:

Fulton County Animal Services
Attn: Joseph Barasoain
130 Peachtree Street SW
Suite G-157
Atlanta GA, 30303

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Failure to remit payment to Fulton County within Sixty (60) days of the invoice date may result in the suspension of services to the City until such time as the payment is received or termination of the agreement.

For the Five (5) year Intergovernmental Agreement term with the City, a year-over-year increase in the total Annual Actual Shared Costs will be applied to maintain program services and will keep pace with the actual rate of inflation.

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ARTICLE 4
ENFORCEMENT & SERVICE RESPONSE

Animal Control Officer(s) (ACOs) will assist citizens and other public safety agencies who have requested help with domestic animal problems in a professional manner within their Area of Responsibility (AOR). ACO(s) shall respond to requests for services called in via the public or municipal partners and after these priority responses are met, the ACO(s) will patrol on a scheduled basis the area of designated responsibility.

ACO(s) will cite animal owners for violations of Fulton County Animal Control Ordinances, participate in the prosecution of such citations, and investigate and prepare reports regarding serious code violations.

The ACO(s) will impound stray dogs, and other animals that are subject to impoundment, and, when necessary, bring animals into the animal shelter under protective custody. All impounded animals will be held for a minimum of Seven (7) days unless reclaimed by their owner, transferred to rescue or adopted as provided in the Fulton County Animal Control Ordinance. The County will use all reasonable efforts to locate the owner of each animal prior to any disposition.

ACO(s) will also enforce the quarantine of animals that have bitten a person and enforce the regulations governing classified and/or dangerous animals, and inspect premises where animals are kept for sanitary conditions. ACO(s) will transfer any injured animals to the animal shelter, a veterinarian or ensure that the owner (if present) of the animal seeks medical treatment when necessary.

Animal Control Officers shall be dispatched so as to handle requests for service in a timely manner. Response to service requests shall be in the following priority:

1) Dog bites or animal attacks
2) Injured animals
3) Public Safety emergency calls
4) Quarantine violations
5) Cruelty to animals
6) Animals in custody
7) Loose animals
8) Animal welfare checks

The average response time to requests for service for priority 1, 2 and 3 shall be Forty-Five (45) minutes or less. "Response time" means that period of time between receipt of a service request by the selected vendor, and when an Animal Control Officer is dispatched and arrives at the location of the service request after being dispatched.

The average response time of all responses to priority 4 and 5 calls will be no greater than Four (4) hours. The average response time of all responses to priority 6, 7 and 8 calls will be no greater than Twenty-Four (24) hours.

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At all times that there is not a regularly scheduled Animal Control Officer on duty, there shall be an on-call Animal Services Officer to respond to emergency priority 1, 2 and 3 calls.

Upon becoming aware of a possible violation, through requests for service, personal observation, analysis of records and data, or other method, ACOs shall conduct a thorough investigation. If after conducting a thorough investigation, the ACOs finds just and reasonable grounds to believe a violation was committed, then the appropriate citation and/or Notice of Violation shall be issued. Citations and/or Notices of Violation shall be issued consistent with Animal Control Ordinances and other applicable laws.

The ACOs will complete the thorough investigation of a possible violation within Seven (7) calendar days, unless a specific exception is documented in writing. The documentation shall state why the extension was needed and when the investigation was completed.

ARTICLE 5
TRANSITION

In the event of the termination or expiration of this Agreement, the County and the City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from County to the City to maintain the same high quality of services provided by this Agreement for the residents, businesses, and visitors of the City.

The County and the City agree that Ninety (90) days prior to the expiration of this Agreement, the City Administrator and County Manager (or his/her designee) will meet and confer to ensure a smooth transition.

ARTICLE 6
INDEMNIFICATION

It is the intent of the parties to be covered under the auspices of the immunity granted by O.C.G.A. § 46-5-131. Only to the extent permitted by law and in the event O.C.G.A. § 46- 5- 131 is deemed inapplicable, shall the City defend, indemnify, and hold harmless the County and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by the City, its employees, officers, and agents. The County shall promptly notify the City of each claim, assert all statutory defenses, cooperate with the City in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the City's participation.

The immunity and indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

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ARTICLE 7
TERMINATION AND REMEDIES

The City or the County may terminate this Agreement only for an event of default.

If an event or default occurs, in the determination of the City, the City shall notify the County in writing; specify the basis for the default and advise the County that the default must be cured to the City's reasonable satisfaction within a Sixty (60) day period. The City may grant additional time to cure the default, as the City may deem appropriate, without waiver of any of the City's rights, so long as the County has commenced curing the default and is effectuating a cure with diligence and continuity during the Sixty (60) day period, or any longer period which the City prescribes.

If an event of default occurs, in the determination of the County, the County may notify the City in writing, specify the basis for the default and advise the City that the default must be cured to the County's reasonable satisfaction within a Sixty (60) day period; except that for events of default related to the payment of fees, the cure period is reduced to Thirty (30) days. The County may grant additional time to cure the default, as the County may deem appropriate, without waiver of any of the County's rights, so long as the City has commenced curing the default and is effectuating a cure with diligence and continuity during the Sixty (60) day period (30 days for payments) or any longer period which the County prescribes.

In the event that either party breaches a material term or condition of this Agreement, other than an event of default, the party in breach, upon receipt of a written request from the non-breaching party, shall remedy the breach within Thirty (30) days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching party may utilize the remedies of declaratory judgment, specific performance, mandamus, or injunctive relief to compel the breaching party to remedy the breach.

The parties reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

ARTICLE 8
AMENDMENTS

This Agreement may be modified at any time during the term only by mutual written consent of both parties.

ARTICLE 9
NOTICES

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

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If to the County:

Richard "Dick" Anderson, County Manager
141 Pryor Street, SW, Suite 1000
Atlanta, Georgia 30303404-612-8335
404-612-0350 (facsimile)

With a copy to:
Y. Soo Jo, County Attorney
141 Pryor Street, SW, Suite 4038
Atlanta, Georgia 30303
404-612-0246
404-730-6324 (facsimile)

If to the City:

Stanley Hawthorne, City Manager/Administrator
3667 Main Street
College Park, GA 30337
(404) 767-1537

With a copy to:

City of College Park, City Attorney
3667 Main Street
College Park, GA 30337
(404) 767-1537

ARTICLE 10
NON- ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 11
ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and agreement of the parties regarding the subject matter of the Agreement.

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ARTICLE 12
GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Georgia. The obligations of the Parties to this Agreement are performable in Fulton County, Georgia and, if legal action is necessary to enforce the same, the parties agree exclusive venue shall lie in Fulton County, Georgia.

ARTICLE 13
SEVERABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effects as if the invalid provision or portion of the provision were not part of this Agreement.

ARTICLE 14
BINDING EFFECT

This Agreement shall insure to the benefit of, and be binding upon, the respective parties' successors.

ARTICLE 15
COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

This Agreement contains the entire agreement between the Parties, and no modification shall be binding upon the Parties unless evidenced by a subsequent written agreement signed by the County acting by and through the Fulton County Board of Commissioners, and the City, acting by and through its duly authorized officers.

(SIGNATURES ON NEXT PAGE)

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IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals the day and year first above written.

COLLEGE PARK, GEORGIA

Attest:

Bianca Motley Broom
Mayor

Shavala Ames, Clerk
City of College Park
(SEAL)

APPROVED AS TO FORM:

DocuSigned by:
Winston Denmark
1E6E490D168042D...
City Attorney's Office

FULTON COUNTY, GEORGIA

ATTEST:

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Tonya L. Grier, Clerk
Fulton County Board of Commissioners

APPROVED AS TO FORM:

Y. Soo Jo
County Attorney

Joseph Barasoain
Fulton County Emergency Management

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#24-0286

ADD ON

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ANIMAL CONTROL SERVICES BETWEEN FULTON COUNTY, GEORGIA AND CITY OF ATLANTA, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered this 1st day of January _, 2024, by and between the City of Atlanta, Georgia (**"City"**), a municipal corporation, and Fulton County, Georgia (**"County"**), a constitutionally created political subdivision of the State of Georgia, herein after collectively referred to as the **"Parties"**.

WHEREAS, pursuant to the Georgia Constitution, Article IX, Section II, Paragraph I, counties and cities are prohibited from exercising governmental authority within each other's boundaries except by Intergovernmental Agreement; and

WHEREAS, there is a need to control rabies, investigate animal cruelty complaints, and investigate animal bites, operate an animal shelter and remove live or dead animals from within the corporate limits of the City; and

WHEREAS, the mission of Fulton County Animal Services is to provide a humane environment for Fulton County's homeless pets while enforcing the animal control laws of Fulton County, Georgia in a manner that reflects quality and professionalism; and

WHEREAS, in partnership with the Fulton County Animal Services contractor, additional services are provided such as veterinary care for animals including spay/neuters, pet adoptions, pet reclaims, volunteer programs, foster home programs, rescue group coordination and other life-saving programs on a twenty-four hour per day basis; and

WHEREAS, Fulton County Animal Control Officers (ACOs) are authorized to issue citations for violations of the Rabies and Animal Control Ordinances including, but not limited to, Leash Law, Tethering violations, Cruelty to Animals, Special Permits, Animal License, Animal Bites, Dangerous or Vicious Animals, Nuisance, Abandonment, Rabies Violations, Running at Large, Commercial Guard and Security Dogs, Animals as Prizes and Cruelty to Elephants; and

WHEREAS, the County and the City desire to enter into an Intergovernmental Agreement for the County to respond to citizens' requests for animal control services within the corporate limits of the City; and

WHEREAS, the City and the County entered into an Intergovernmental Agreement on or about July 1, 2014 as Fulton County Board of Commissioners Agenda Item #14-0641 and pursuant to authority of the City for the purpose of authorizing Fulton County to provide animal control services to the City, by way of a contract with an animal control services vendor; and

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WHEREAS the term of the previous agreement expired on December 31st, 2023, and the County and City desire to enter into a new Intergovernmental Agreement to maintain the same level of services for the five (5) year period commencing January 1, 2024 and the new terms (Articles) and conditions set forth herein; and

NOW THEREFORE, the City and the County, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

ARTICLE 1
PURPOSE AND INTENT

The purpose of this Agreement is to provide the vital and necessary animal control services functions for the County's homeless pets while enforcing the animal control laws of Fulton County, Georgia in a manner that reflects quality and professionalism. The Parties agree that:

1.1 The County agrees to provide animal control services through a contract with an animal control services vendor within the corporate limits of the City. The purpose of such service shall be to enforce the Georgia Animal Control Act, all County ordinances attendant thereto, and all ordinances of the City related to animal control services.

1.2 The County agrees to provide a response to requests for animal control services within the City in accordance with the time periods specified in the County's contract with its approved animal control services vendor.

1.3 The County agrees to provide rabies control, investigate cruelty complaints and animal bites, operate an animal shelter and remove live or dead animals from within the corporate limits of the City upon request of the City and in accordance with the approved contract with the animal control services vendor.

1.4 The County agrees to provide the City courteous, efficient, and accessible animal control services for emergencies, and non-emergencies for the term prescribed in this Agreement, consistent with the overall quality of services provided throughout the County.

ARTICLE 2
TERM OF AGREEMENT

The term of this Agreement is for Twelve (12) months from January 1, 2024 at 0000 hours through and concluding at 2400 hours on December 31, 2024 with Four (4) automatic renewals commencing on January 1 of each successive year. This Agreement shall terminate at 2400 hours on December 31, 2028.

At the conclusion of the last term (2400 hours on December 31, 2028), the City will be solely responsible for providing all animal control services within City boundaries, unless extended by mutual agreement approved by both governing bodies. Any such change is subject to consideration and approval of the County Board of Commissioners and the governing body of the City.

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The City and County do hereby agree that all the terms and conditions that are set out in this Agreement are material and enforceable during the entire agreed period of this Agreement.

The parties agree that the City and the County may, at any time, upon Sixty (60) days' notice, terminate this Agreement.

ARTICLE 3
COMPENSATION AND CONSIDERATION

The County has calculated the total program Annual Shared Costs as seen in Table 1. The payment amount for each jurisdiction will be based on its proportional monthly calls for service. The cost to the City will be based on classification and location of calls received by the animal control services vendor during the month of service. Each City will pay their percentage use of the total costs to operate the service based on the call information.

Table 1 – Shelter and Field Operations Services		
2024 Animal Services Contract Amount	$	9,080,000
Annual Maintenance and Operations Cost	$	1,625,840
Capital Repairs	$	500,000
Animal Cruelty Investigation and Prosecution Unit	$	287,000
Vehicle Replacement	$	270,000
Animal Services Administrator	$	177,000
Call Taking and Dispatch Services (24/7/365)	$	164,000
2024 Annual Shared Costs	$	12,103,840

The payment amount will be enforceable during the period of this agreement and all payments will be due within sixty (60) days of the invoice date and should be sent to the following address:

Fulton County Animal Services
Attn: Joseph Barasoain
130 Peachtree Street SW
Suite G-157
Atlanta, GA 30303

Failure to remit payment to Fulton County within sixty (60) days of the invoice date may result in the suspension of services to the City until such time as the payment is received or termination of the agreement.

For the five (5) year Intergovernmental Agreement term with the City, a year-over-year increase in the total Annual Actual Shared Costs will be applied to maintain program services and will keep pace with the actual rate of inflation.

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ARTICLE 4
ENFORCEMENT & SERVICE RESPONSE

Animal Control Officers (ACOs) will assist citizens and other public safety agencies who have requested help with domestic animal problems in a professional manner within their Area of Responsibility (AOR). ACOs shall respond to requests for services called in via the public or municipal partners and after these priority responses are met, the ACOs will patrol on a scheduled basis the area of designated responsibility.

ACOs will cite animal owners for violations of Fulton County Animal Control Ordinances, participate in the prosecution of such citations, and investigate and prepare reports regarding serious code violations.

The ACOs will impound stray dogs, and other animals that are subject to impoundment, and, when necessary, bring animals into the animal shelter under protective custody. All impounded animals will be held for a minimum of seven (7) days unless reclaimed by their owner, transferred to rescue or adopted as provided in the Fulton County Animal Control Ordinance. The County will use all reasonable efforts to locate the owner of each animal prior to any disposition.

ACOs will also enforce the quarantine of animals that have bitten a person and enforce the regulations governing classified and/or dangerous animals, and inspect premises where animals are kept for sanitary conditions. ACOs will transfer any injured animals to the animal shelter, a veterinarian or ensure that the owner (if present) of the animal seeks medical treatment when necessary.

Animal Control Officers shall be dispatched so as to handle requests for service in a timely manner. Response to service requests shall be in the following priority:

1) Dog bites or animal attacks
2) Injured animals
3) Public Safety emergency calls
4) Quarantine violations
5) Cruelty to animals
6) Animals in custody
7) Loose animals
8) Animal welfare checks

The average response time to requests for service for priority 1, 2 and 3 shall be forty- five (45) minutes or less. "Response time" means that period of time between receipt of a service request by the selected vendor, and when an Animal Control Officer is dispatched and arrives at the location of the service request after being dispatched.

The average response time of all responses to priority 4 and 5 calls will be no greater than Four (4) hours. The average response time of all responses to priority 6, 7 and 8 calls will be no greater than Twenty-Four (24) hours.

At all times that there is not a regularly scheduled Animal Control Officer on duty, there shall be an on-call Animal Control Officer to respond to emergency priority 1, 2 and 3 calls.

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Upon becoming aware of a possible violation, through requests for service, personal observation, analysis of records and data, or other method, ACOs shall conduct a thorough investigation. If after conducting a thorough investigation, the ACOs finds just and reasonable grounds to believe a violation was committed, then the appropriate citation and/or Notice of Violation shall be issued. Citations and/or Notices of Violation shall be issued consistent with Animal Control Ordinances and other applicable laws.

The ACOs will complete the thorough investigation of a possible violation within seven (7) calendar days, unless a specific exception is documented in writing. The documentation shall state why the extension was needed and when the investigation was completed.

ARTICLE 5
TRANSITION

In the event of the termination or expiration of this Agreement, the County and the City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from the County to the City to maintain the same high quality of services provided by this Agreement for the residents, businesses, and visitors of the City.

The County and the City agree that ninety (90) days prior to the expiration of this Agreement, the City Administrator and County Manager (or his/her designee) will meet and confer to ensure a smooth transition.

ARTICLE 6
LIABILITY

The City, as the requestor of said services, further agrees that the City shall be responsible for all costs and damages stemming from all claims, actions, damages, liability and expenses from third-parties resulting from actions of its employees, agents, and operators. Notwithstanding anything to the contrary contained in this Agreement, the City's liability under this Agreement shall not include any claim arising from the gross negligence or willful misconduct of the County or its employees, agents or operators. Nothing herein shall be construed as a waiver of the County's sovereign immunity or any governmental immunity available to its officials, employees, or agents.

ARTICLE 7
TERMINATION AND REMEDIES

The City or the County may terminate this Agreement only for an event of default.

If an event or default occurs, in the determination of the City, the City shall notify the County in writing; specify the basis for the default and advise the County that the default must be cured to the City's reasonable satisfaction within a sixty (60) day period. The City may grant additional time to cure the default, as the City may deem appropriate, without waiver of any of the City's rights, so long as the County has commenced curing the default and is effectuating a cure with diligence and continuity during the sixty (60) day period, or any longer period which the City prescribes.

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If an event of default occurs, in the determination of the County, the County may notify the City in writing, specify the basis for the default and advise the City that the default must be cured to the County's reasonable satisfaction within a sixty (60) day period; except that for events of default related to the payment of fees, the cure period is reduced to thirty (30) days. The County may grant additional time to cure the default, as the County may deem appropriate, without waiver of any of the County's rights, so long as the City has commenced curing the default and is effectuating a cure with diligence and continuity during the sixty (60) day period (30 days for payments) or any longer period which the County prescribes.

In the event that either party breaches a material term or condition of this Agreement, other than an event of default, the party in breach, upon receipt of a written request from the non-breaching party, shall remedy the breach within thirty (30) days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching party may utilize the remedies of declaratory judgment, specific performance, mandamus, or injunctive relief to compel the breaching party to remedy the breach.

The parties reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

ARTICLE 8
AMENDMENTS

This Agreement may be modified at any time during the term only by mutual written consent of both parties.

ARTICLE 9
NOTICES

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested or by standard overnight carrier with tracking or signature required. Notices shall be addressed to the parties at the following addresses:

If to the County:

Richard "Dick" Anderson, County Manager
141 Pryor Street, SW, Suite 1000
Atlanta, Georgia 30303404-612-8335
404-612-0350 (facsimile)

With a copy to:
Y. Soo Jo, County Attorney
141 Pryor Street, SW, Suite 4038
Atlanta, Georgia 30303
404-612-0246
404-730-6324 (facsimile)

Docusign Envelope ID: FD71E53B-194F-47FA-9BF2-95F5BA8836D4

DocuSign Envelope ID: 57E53003-DF63-4FC0-8742-A470D0218E01

If to the City:

Lisa Y. Benjamin, City Manager/Administrator
Office of the Mayor
55 Trinity Ave SW,
Atlanta, GA 30303
(404) 330-6100

With a copy to:
Nina Hickson, City Attorney
55 Trinity Ave SW,
Suite 5000
Atlanta, GA 30303
404-546-4100

ARTICLE 10
NON- ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 11
ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and agreement of the parties regarding the subject matter of the Agreement. Notwithstanding anything contained in this IGA, the obligation of the County and the City to make payments provided under this IGA shall be subject to approval and the annual appropriations of funds thereof by the governing body of the County and the City, and such obligation shall not constitute a pledge of the full faith and credit of the County or the City within the meaning of any constitutional debt limitation.

ARTICLE 12
GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Georgia. The obligations of the Parties to this Agreement are performable in Fulton County, Georgia and, if legal action is necessary to enforce the same, the parties agree exclusive venue shall lie in Fulton County, Georgia.

ARTICLE 13
SEVERABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effects as if the invalid provision or portion of the provision were not part of this Agreement.

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ARTICLE 14
BINDING EFFECT

This Agreement shall insure to the benefit of, and be binding upon, the respective parties' successors.

ARTICLE 15
COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

This Agreement contains the entire agreement between the Parties, and no modification shall be binding upon the Parties unless evidenced by a subsequent written agreement signed by the County acting by and through the Fulton County Board of Commissioners, and the City, signed by its duly authorized officers acting by and through the City.

(SIGNATURES ON NEXT PAGE)

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DocuSign Envelope ID: 57E53003-DF63-4FC0-8742-A470D0218E01

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals the day and year first above written.

CITY OF ATLANTA, GEORGIA

Andre Dickens
Mayor

Attest:

~~Vanessa Waldon~~, Clerk
City of Atlanta, Georgia
(SEAL)

APPROVED AS TO FORM:

DocuSigned by:
Nina R. Hickson
[illegible]...
Nina Hickson, City Attorney

FULTON COUNTY, GEORGIA

ATTEST:

Signed by:
Robert L. Pitts
14E1B4AA5F6A44A...
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Signed by:
EEC476C4837648D...
Tonya L. Grier, Clerk
Fulton County Board of Commissioners

Signed by:

APPROVED AS TO FORM:

DocuSigned by:
5A8A2E7047644DA...
Y. Soo Jo
County Attorney

DocuSigned by:
Joseph Barasoain
8525663444C2492...
Joseph Barasoain
Fulton County Emergency Management

ITEM#: 24-0286 2ND RM: 4/17/2024
SECOND REGULAR MEETING

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ANIMAL CONTROL SERVICES BETWEEN FULTON COUNTY, GEORGIA AND CITY OF ROSWELL, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered this ___ day of _____, 2023, by and between the City of Roswell, Georgia (**"City"**), a municipal corporation, and Fulton County, Georgia (**"County"**), a constitutionally created political subdivision of the State of Georgia, herein after collectively referred to as the **"Parties"**.

WHEREAS, pursuant to the Georgia Constitution, Article IX, Section II, Paragraph I, counties and cities are prohibited from exercising governmental authority within each other's boundaries except by Intergovernmental Agreement; and

WHEREAS, there is a need to control rabies, investigate animal cruelty complaints, and investigate animal bites, operate an animal shelter and remove live or dead animals from within the corporate limits of the City; and

WHEREAS, the mission of Fulton County Animal Services is to provide a humane environment for Fulton County's homeless pets while enforcing the animal control laws of Fulton County, Georgia in a manner that reflects quality and professionalism; and

WHEREAS, in partnership with the Fulton County Animal Services contractor, additional services are provided such as veterinary care for animals including spay/neuters, pet adoptions, pet reclaims, volunteer programs, foster home programs, rescue group coordination and other life-saving programs on a twenty-four hour per day basis; and

WHEREAS, Fulton County Animal Control Officers (ACOs) are authorized to issue citations for violations of the Rabies and Animal Control Ordinances including, but not limited to, Leash Law, Tethering violations, Cruelty to Animals, Special Permits, Animal License, Animal Bites, Dangerous or Vicious Animals, Nuisance, Abandonment, Rabies Violations, Running at Large, Commercial Guard and Security Dogs, Animals as Prizes and Cruelty to Elephants; and

WHEREAS, the County and the City desire to enter into an Intergovernmental Agreement for the County to respond to citizens' requests for animal control services within the corporate limits of the City; and

WHEREAS, the City and the County entered into an Intergovernmental Agreement on or about July 1, 2014 as Fulton County Board of Commissioners Agenda Item #14-0641 ("Original Agreement") and pursuant to authority of the City for the purpose of authorizing Fulton County to provide animal control services to the City, by way of a contract with an animal control services vendor; and

WHEREAS the term of the Current Agreement is set to expire on December 31st, 2023, and the County and City desire to enter into a new Intergovernmental Agreement to maintain the same level of services for Five (5) year period commencing January 1, 2024 and the new terms (Articles) and conditions set forth herein; and

NOW THEREFORE, the City and the County, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

ARTICLE 1
PURPOSE AND INTENT

The purpose of this Agreement is to provide the vital and necessary animal control services functions for the County's homeless pets while enforcing the animal control laws of Fulton County, Georgia in a manner that reflects quality and professionalism. The Parties agree that:

1.1 The County agrees to provide animal control services through a contract with an animal control services vendor within the corporate limits of the City. The purpose of such service shall be to enforce the Georgia Animal Control Act, all County ordinances attendant thereto, and all ordinances of the City related to animal control services.

1.2 The County agrees to provide a response to requests for animal control services within the City in accordance with the time periods specified in the County's contract with its approved animal control services vendor.

1.3 The County agrees to provide rabies control, investigate cruelty complaints and animal bites, operate an animal shelter and remove live or dead animals from within the corporate limits of the City upon request of the City and in accordance with the approved contract with the animal control services vendor.

1.4 The County agrees to provide the City courteous, efficient, and accessible Animal Control Services for emergencies, and non-emergencies for the term prescribed in this Agreement, consistent with the overall quality of services provided throughout the County.

ARTICLE 2
TERM OF AGREEMENT

The term of this Agreement is for Twelve (12) months from January 1, 2024 at 0000 hours through and concluding at 2400 hours on December 31, 2024 with Four (4) automatic renewals commencing on January 1 of each successive year. This Agreement shall terminate at 2400 hours on December 31, 2028.

At the conclusion of the last term (2400 hours on December 31, 2028), the City will be solely responsible for providing all animal control services within City boundaries, unless extended by mutual agreement approved by both governing bodies. Any such change is subject to consideration and approval of the County Board of Commissioners and the governing body of the City.

The City and County do hereby agree that all the terms and conditions that are set out in

this Agreement are material and enforceable during the entire agreed period of this Agreement.

The parties agree that the City and the County may, at any time, upon Sixty (60) days' notice, terminate this Agreement.

ARTICLE 3
COMPENSATION AND CONSIDERATION

The County has calculated the total program Annual Shared Costs as seen in Table 1. The payment amount for each jurisdiction will be based on its proportional monthly calls for service. The cost to the City will be based on classification and location of calls received by the animal control services vendor during the month of service. Each City will pay their percentage use of the total cost to operate the service based on the call information.

Table 1 – Shelter and Field Operations Services		
2024 Animal Services Contract Amount	$	9,080,000
Annual Maintenance and Operations Cost	$	1,625,840
Capital Repairs	$	500,000
Animal Cruelty Investigation and Prosecution Unit	$	287,000
Vehicle Replacement	$	270,000
Animal Services Administrator	$	177,000
Call Taking and Dispatch Services (24/7/365)	$	164,000
2024 Annual Shared Costs	$	12,103,840

The payment amount will be enforceable during the period of this agreement and all payments will be due within Sixty (60) days of the invoice date and should be sent to the following address:

Fulton County Animal Services
Attn: Joseph Barasoain
130 Peachtree Street SW
Suite G-157
Atlanta GA, 30303

Failure to remit payment to Fulton County within Sixty (60) days of the invoice date may result in the suspension of services to the City until such time as the payment is received or termination of the agreement.

For the Five (5) year Intergovernmental Agreement term with the City, a year-over-year increase in the total Annual Actual Shared Costs will be applied to maintain program services and will keep pace with the actual rate of inflation.

ARTICLE 4
ENFORCEMENT & SERVICE RESPONSE

Animal Control Officer(s) (ACOs) will assist citizens and other public safety agencies who have requested help with domestic animal problems in a professional manner within their Area of Responsibility (AOR). ACO(s) shall respond to requests for services called in via the public or municipal partners and after these priority responses are met, the ACO(s) will patrol on a scheduled basis the area of designated responsibility.

ACO(s) will cite animal owners for violations of Fulton County Animal Control Ordinances, participate in the prosecution of such citations, and investigate and prepare reports regarding serious code violations.

The ACO(s) will impound stray dogs, and other animals that are subject to impoundment, and, when necessary, bring animals into the animal shelter under protective custody. All impounded animals will be held for a minimum of Seven (7) days unless reclaimed by their owner, transferred to rescue or adopted as provided in the Fulton County Animal Control Ordinance. The County will use all reasonable efforts to locate the owner of each animal prior to any disposition.

ACO(s) will also enforce the quarantine of animals that have bitten a person and enforce the regulations governing classified and/or dangerous animals, and inspect premises where animals are kept for sanitary conditions. ACO(s) will transfer any injured animals to the animal shelter, a veterinarian or ensure that the owner (if present) of the animal seeks medical treatment when necessary.

Animal Control Officers shall be dispatched so as to handle requests for service in a timely manner. Response to service requests shall be in the following priority:

1) Dog bites or animal attacks
2) Injured animals
3) Public Safety emergency calls
4) Quarantine violations
5) Cruelty to animals
6) Animals in custody
7) Loose animals
8) Animal welfare checks

The average response time to requests for service for priority 1, 2 and 3 shall be Forty-Five (45) minutes or less. "Response time" means that period of time between receipt of a service request by the selected vendor, and when an Animal Control Officer is dispatched and arrives at the location of the service request after being dispatched.

The average response time of all responses to priority 4 and 5 calls will be no greater than Four (4) hours. The average response time of all responses to priority 6, 7 and 8 calls will be no greater than Twenty-Four (24) hours.

At all times that there is not a regularly scheduled Animal Control Officer on duty, there shall be an on-call Animal Control Officer to respond to emergency priority 1, 2 and 3 calls.

Upon becoming aware of a possible violation, through requests for service, personal observation, analysis of records and data, or other method, ACOs shall conduct a thorough investigation. If after conducting a thorough investigation, the ACOs finds just and reasonable grounds to believe a violation was committed, then the appropriate citation and/or Notice of Violation shall be issued. Citations and/or Notices of Violation shall be issued consistent with Animal Control Ordinances and other applicable laws.

The ACOs will complete the thorough investigation of a possible violation within Seven (7) calendar days, unless a specific exception is documented in writing. The documentation shall state why the extension was needed and when the investigation was completed.

ARTICLE 5
TRANSITION

In the event of the termination or expiration of this Agreement, the County and the City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from County to the City to maintain the same high quality of services provided by this Agreement for the residents, businesses, and visitors of the City.

The County and the City agree that Ninety (90) days prior to the expiration of this Agreement, the City Administrator and County Manager (or his/her designee) will meet and confer to ensure a smooth transition.

ARTICLE 6
LIABILITY

The City, as the requestor of said services, further agrees that the City shall be responsible for all costs and damages stemming from all claims, actions, damages, liability and expenses from third-parties resulting from actions of its employees, agents, and operators. Notwithstanding anything to the contrary contained in this Agreement, the City's liability under this Agreement shall not include any claim arising from the gross negligence or willful misconduct of the County or its employees, agents or operators. Nothing herein shall be construed as a waiver of the County's sovereign immunity or any governmental immunity available to its officials, employees, or agents.

ARTICLE 7
TERMINATION AND REMEDIES

The City or the County may terminate this Agreement only for an event of default.

If an event or default occurs, in the determination of the City, the City shall notify the County in writing; specify the basis for the default and advise the County that the default must be cured to the City's reasonable satisfaction within a Sixty (60) day period. The City may grant additional time to cure the default, as the City may deem appropriate, without waiver of any of the City's rights, so long as the County has commenced curing the default and is effectuating a cure with diligence and continuity during the Sixty (60) day period, or any longer period which the City prescribes.

If an event of default occurs, in the determination of the County, the County may notify the City in writing, specify the basis for the default and advise the City that the default must be cured to the County's reasonable satisfaction within a Sixty (60) day period; except that for events of default related to the payment of fees, the cure period is reduced to Thirty (30) days. The County may grant additional time to cure the default, as the County may deem appropriate, without waiver of any of the County's rights, so long as the City has commenced curing the default and is effectuating a cure with diligence and continuity during the Sixty (60) day period (30 days for payments) or any longer period which the County prescribes.

In the event that either party breaches a material term or condition of this Agreement, other than an event of default, the party in breach, upon receipt of a written request from the non-breaching party, shall remedy the breach within Thirty (30) days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching party may utilize the remedies of declaratory judgment, specific performance, mandamus, or injunctive relief to compel the breaching party to remedy the breach.

The parties reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

ARTICLE 8
AMENDMENTS

This Agreement may be modified at any time during the term only by mutual written consent of both parties.

ARTICLE 9
NOTICES

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested or by standard overnight carrier with tracking or signature required. Notices shall be addressed to the parties at the following addresses:

If to the County:

Richard "Dick" Anderson, County Manager
141 Pryor Street, SW, Suite 1000
Atlanta, Georgia 30303404-612-8335
404-612-0350 (facsimile)

With a copy to:
Y. Soo Jo, County Attorney
141 Pryor Street, SW, Suite 4038
Atlanta, Georgia 30303
404-612-0246
404-730-6324 (facsimile)

If to the City:

Randy D. Knighton, City Manager/Administrator
38 Hill Street, Suite 115
Roswell, GA 30075
770-641-3727

With a copy to:

David Davidson, City Attorney
38 Hill Street, Suite 110
Roswell, GA 30075
770-594-6185

ARTICLE 10
NON- ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 11
ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and agreement of the parties regarding the subject matter of the Agreement. Notwithstanding anything contained in this IGA, the obligation of the County and the City to make payments provided under this IGA shall be subject to approval and the annual appropriations of funds thereof by the governing body of the County and the City, and such obligation shall not constitute a pledge of the full faith and credit of the County or the City within the meaning of any constitutional debt limitation.

ARTICLE 12
GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Georgia. The obligations of the Parties to this Agreement are performable in Fulton County, Georgia and, if legal action is necessary to enforce the same, the parties agree exclusive venue shall lie in Fulton County, Georgia.

ARTICLE 13
SEVERABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effects as if the invalid provision or portion of the provision were not part of this Agreement.

ARTICLE 14
BINDING EFFECT

This Agreement shall insure to the benefit of, and be binding upon, the respective parties' successors.

ARTICLE 15
COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

This Agreement contains the entire agreement between the Parties, and no modification shall be binding upon the Parties unless evidenced by a subsequent written agreement signed by the County acting by and through the Fulton County Board of Commissioners, and the City, signed by its duly authorized officers acting by and through the City.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals the day and year first above written.

ROSWELL, GEORGIA

Attest:

Kurt Wilson
Mayor

Marlee Press, Clerk
City of Roswell, Georgia
(SEAL)

APPROVED AS TO FORM:

David Davidson, City Attorney

FULTON COUNTY, GEORGIA

ATTEST:

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Tonya L. Grier, Clerk
Fulton County Board of Commissioners

APPROVED AS TO FORM:

Y. Soo Jo
County Attorney

Joseph Barasoain
Fulton County Emergency Management

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ANIMAL CONTROL SERVICES BETWEEN FULTON COUNTY, GEORGIA AND CITY OF JOHNS CREEK, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered this __ day of _____, 2023, by and between the City of Johns Creek, Georgia (**"City"**), a municipal corporation, and Fulton County, Georgia (**"County"**), a constitutionally created political subdivision of the State of Georgia, herein after collectively referred to as the **"Parties"**.

WHEREAS, pursuant to the Georgia Constitution, Article IX, Section II, Paragraph I, counties and cities are prohibited from exercising governmental authority within each other's boundaries except by Intergovernmental Agreement; and

WHEREAS, there is a need to control rabies, investigate animal cruelty complaints, and investigate animal bites, operate an animal shelter and remove live or dead animals from within the corporate limits of the City; and

WHEREAS, the mission of Fulton County Animal Services is to provide a humane environment for Fulton County's homeless pets while enforcing the animal control laws of Fulton County, Georgia in a manner that reflects quality and professionalism; and

WHEREAS, in partnership with the Fulton County Animal Services contractor, additional services are provided such as veterinary care for animals including spay/neuters, pet adoptions, pet reclaims, volunteer programs, foster home programs, rescue group coordination and other life-saving programs on a twenty-four hour per day basis; and

WHEREAS, Fulton County Animal Control Officers (ACOs) are authorized to issue citations for violations of the Rabies and Animal Control Ordinances including, but not limited to, Leash Law, Tethering violations, Cruelty to Animals, Special Permits, Animal License, Animal Bites, Dangerous or Vicious Animals, Nuisance, Abandonment, Rabies Violations, Running at Large, Commercial Guard and Security Dogs, Animals as Prizes and Cruelty to Elephants; and

WHEREAS, the County and the City desire to enter into an Intergovernmental Agreement for the County to respond to citizens' requests for animal control services within the corporate limits of the City; and

WHEREAS, the City and the County entered into an Intergovernmental Agreement on or about July 1, 2014 as Fulton County Board of Commissioners Agenda Item #14-0641 ("Original Agreement") and pursuant to authority of the City for the purpose of authorizing Fulton County to provide animal control services to the City, by way of a contract with an animal control services vendor; and

WHEREAS the term of the Current Agreement is set to expire on December 31st, 2023, and the County and City desire to enter into a new Intergovernmental Agreement to maintain the same level of services for Five (5) year period commencing January 1, 2024 and the new terms (Articles) and conditions set forth herein; and

NOW THEREFORE, the City and the County, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

ARTICLE 1
PURPOSE AND INTENT

The purpose of this Agreement is to provide the vital and necessary animal control services functions for the County's homeless pets while enforcing the animal control laws of Fulton County, Georgia in a manner that reflects quality and professionalism. The Parties agree that:

1.1 The County agrees to provide animal control services through a contract with an animal control services vendor within the corporate limits of the City. The purpose of such service shall be to enforce the Georgia Animal Control Act, all County ordinances attendant thereto, and all ordinances of the City related to animal control services.

1.2 The County agrees to provide a response to requests for animal control services within the City in accordance with the time periods specified in the County's contract with its approved animal control services vendor.

1.3 The County agrees to provide rabies control, investigate cruelty complaints and animal bites, operate an animal shelter and remove live or dead animals from within the corporate limits of the City upon request of the City and in accordance with the approved contract with the animal control services vendor.

1.4 The County agrees to provide the City courteous, efficient, and accessible Animal Control Services for emergencies, and non-emergencies for the term prescribed in this Agreement, consistent with the overall quality of services provided throughout the County.

ARTICLE 2
TERM OF AGREEMENT

The term of this Agreement is for Twelve (12) months from January 1, 2024 at 0000 hours through and concluding at 2400 hours on December 31, 2024 with Four (4) automatic renewals commencing on January 1 of each successive year. This Agreement shall terminate at 2400 hours on December 31, 2028.

At the conclusion of the last term (2400 hours on December 31, 2028), the City will be solely responsible for providing all animal control services within City boundaries, unless extended by mutual agreement approved by both governing bodies. Any such change is subject to consideration and approval of the County Board of Commissioners and the governing body of the City.

The City and County do hereby agree that all the terms and conditions that are set out in

this Agreement are material and enforceable during the entire agreed period of this Agreement.

The parties agree that the City and the County may, at any time, upon Sixty (60) days' notice, terminate this Agreement.

ARTICLE 3
COMPENSATION AND CONSIDERATION

The County has calculated the total program Annual Shared Costs as seen in Table 1. The payment amount for each jurisdiction will be based on its proportional monthly calls for service. The cost to the City will be based on classification and location of calls received by the animal control services vendor during the month of service. Each City will pay their percentage use of the total cost to operate the service based on the call information.

Table 1 – Shelter and Field Operations Services		
2024 Animal Services Contract Amount	$	9,080,000
Annual Maintenance and Operations Cost	$	1,625,840
Capital Repairs	$	500,000
Animal Cruelty Investigation and Prosecution Unit	$	287,000
Vehicle Replacement	$	270,000
Animal Services Administrator	$	177,000
Call Taking and Dispatch Services (24/7/365)	$	164,000
2024 Annual Shared Costs	$	12,103,840

The payment amount will be enforceable during the period of this agreement and all payments will be due within Sixty (60) days of the invoice date and should be sent to the following address:

Fulton County Animal Services
Attn: Joseph Barasoain
130 Peachtree Street SW
Suite G-157
Atlanta GA, 30303

Failure to remit payment to Fulton County within Sixty (60) days of the invoice date may result in the suspension of services to the City until such time as the payment is received or termination of the agreement.

For the Five (5) year Intergovernmental Agreement term with the City, a year-over-year increase in the total Annual Actual Shared Costs will be applied to maintain program services and will keep pace with the actual rate of inflation.

ARTICLE 4
ENFORCEMENT & SERVICE RESPONSE

Animal Control Officer(s) (ACOs) will assist citizens and other public safety agencies who have requested help with domestic animal problems in a professional manner within their Area of Responsibility (AOR). ACO(s) shall respond to requests for services called in via the public or municipal partners and after these priority responses are met, the ACO(s) will patrol on a scheduled basis the area of designated responsibility.

ACO(s) will cite animal owners for violations of Fulton County Animal Control Ordinances, participate in the prosecution of such citations, and investigate and prepare reports regarding serious code violations.

The ACO(s) will impound stray dogs, and other animals that are subject to impoundment, and, when necessary, bring animals into the animal shelter under protective custody. All impounded animals will be held for a minimum of Seven (7) days unless reclaimed by their owner, transferred to rescue or adopted as provided in the Fulton County Animal Control Ordinance. The County will use all reasonable efforts to locate the owner of each animal prior to any disposition.

ACO(s) will also enforce the quarantine of animals that have bitten a person and enforce the regulations governing classified and/or dangerous animals, and inspect premises where animals are kept for sanitary conditions. ACO(s) will transfer any injured animals to the animal shelter, a veterinarian or ensure that the owner (if present) of the animal seeks medical treatment when necessary.

Animal Control Officers shall be dispatched so as to handle requests for service in a timely manner. Response to service requests shall be in the following priority:

1) Dog bites or animal attacks
2) Injured animals
3) Public Safety emergency calls
4) Quarantine violations
5) Cruelty to animals
6) Animals in custody
7) Loose animals
8) Animal welfare checks

The average response time to requests for service for priority 1, 2 and 3 shall be Forty-Five (45) minutes or less. "Response time" means that period of time between receipt of a service request by the selected vendor, and when an Animal Control Officer is dispatched and arrives at the location of the service request after being dispatched.

The average response time of all responses to priority 4 and 5 calls will be no greater than Four (4) hours. The average response time of all responses to priority 6, 7 and 8 calls will be no greater than Twenty-Four (24) hours.

At all times that there is not a regularly scheduled Animal Control Officer on duty, there shall be an on-call Animal Control Officer to respond to emergency priority 1, 2 and 3 calls.

Upon becoming aware of a possible violation, through requests for service, personal observation, analysis of records and data, or other method, ACOs shall conduct a thorough investigation. If after conducting a thorough investigation, the ACOs finds just and reasonable grounds to believe a violation was committed, then the appropriate citation and/or Notice of Violation shall be issued. Citations and/or Notices of Violation shall be issued consistent with Animal Control Ordinances and other applicable laws.

The ACOs will complete the thorough investigation of a possible violation within Seven (7) calendar days, unless a specific exception is documented in writing. The documentation shall state why the extension was needed and when the investigation was completed.

ARTICLE 5
TRANSITION

In the event of the termination or expiration of this Agreement, the County and the City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from County to the City to maintain the same high quality of services provided by this Agreement for the residents, businesses, and visitors of the City.

The County and the City agree that Ninety (90) days prior to the expiration of this Agreement, the City Administrator and County Manager (or his/her designee) will meet and confer to ensure a smooth transition.

ARTICLE 6
LIABILITY

The City, as the requestor of said services, further agrees that the City shall be responsible for all costs and damages stemming from all claims, actions, damages, liability and expenses from third-parties resulting from actions of its employees, agents, and operators. Notwithstanding anything to the contrary contained in this Agreement, the City's liability under this Agreement shall not include any claim arising from the gross negligence or willful misconduct of the County or its employees, agents or operators. Nothing herein shall be construed as a waiver of the County's sovereign immunity or any governmental immunity available to its officials, employees, or agents.

ARTICLE 7
TERMINATION AND REMEDIES

The City or the County may terminate this Agreement only for an event of default.

If an event or default occurs, in the determination of the City, the City shall notify the County in writing; specify the basis for the default and advise the County that the default must be cured to the City's reasonable satisfaction within a Sixty (60) day period. The City may grant additional time to cure the default, as the City may deem appropriate, without waiver of any of the City's rights, so long as the County has commenced curing the default and is effectuating a cure with diligence and continuity during the Sixty (60) day period, or any longer period which the City prescribes.

If an event of default occurs, in the determination of the County, the County may notify the City in writing, specify the basis for the default and advise the City that the default must be cured to the County's reasonable satisfaction within a Sixty (60) day period; except that for events of default related to the payment of fees, the cure period is reduced to Thirty (30) days. The County may grant additional time to cure the default, as the County may deem appropriate, without waiver of any of the County's rights, so long as the City has commenced curing the default and is effectuating a cure with diligence and continuity during the Sixty (60) day period (30 days for payments) or any longer period which the County prescribes.

In the event that either party breaches a material term or condition of this Agreement, other than an event of default, the party in breach, upon receipt of a written request from the non-breaching party, shall remedy the breach within Thirty (30) days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching party may utilize the remedies of declaratory judgment, specific performance, mandamus, or injunctive relief to compel the breaching party to remedy the breach.

The parties reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

ARTICLE 8
AMENDMENTS

This Agreement may be modified at any time during the term only by mutual written consent of both parties.

ARTICLE 9
NOTICES

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested or by standard overnight carrier with tracking or signature required. Notices shall be addressed to the parties at the following addresses:

If to the County:

Richard "Dick" Anderson, County Manager
141 Pryor Street, SW, Suite 1000
Atlanta, Georgia 30303404-612-8335
404-612-0350 (facsimile)

With a copy to:
Y. Soo Jo, County Attorney
141 Pryor Street, SW, Suite 4038
Atlanta, Georgia 30303
404-612-0246
404-730-6324 (facsimile)

If to the City:

Ed Densmore, City Manager/Administrator
11360 Lakefield Drive,
Johns Creek, GA 30097
678-512-3200

With a copy to:

Richard A. Carothers, City Attorney
11360 Lakefield Drive,
Johns Creek, GA 30097
678-512-3200

ARTICLE 10
NON- ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 11
ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and agreement of the parties regarding the subject matter of the Agreement. Notwithstanding anything contained in this IGA, the obligation of the County and the City to make payments provided under this IGA shall be subject to approval and the annual appropriations of funds thereof by the governing body of the County and the City, and such obligation shall not constitute a pledge of the full faith and credit of the County or the City within the meaning of any constitutional debt limitation.

ARTICLE 12
GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Georgia. The obligations of the Parties to this Agreement are performable in Fulton County, Georgia and, if legal action is necessary to enforce the same, the parties agree exclusive venue shall lie in Fulton County, Georgia.

ARTICLE 13
SEVERABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effects as if the invalid provision or portion of the provision were not part of this Agreement.

ARTICLE 14
BINDING EFFECT

This Agreement shall insure to the benefit of, and be binding upon, the respective parties' successors.

ARTICLE 15
COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

This Agreement contains the entire agreement between the Parties, and no modification shall be binding upon the Parties unless evidenced by a subsequent written agreement signed by the County acting by and through the Fulton County Board of Commissioners, and the City, signed by its duly authorized officers acting by and through the City.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals the day and year first above written.

JOHNS CREEK, GEORGIA

John Bradbery
Mayor

Attest:

Allison Tarpley, Clerk
City of Johns Creek, Georgia

APPROVED AS TO FORM:

Richard A. Carothers, City Attorney

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya L. Grier, Clerk
Fulton County Board of Commissioners

APPROVED AS TO FORM:

Y. Soo Jo
County Attorney

Joseph Barasoain
Fulton County Emergency Management

ITEM # 24-0446 RCS 1/24/24
RECESS MEETING

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ANIMAL CONTROL SERVICES BETWEEN FULTON COUNTY, GEORGIA AND CITY OF MILTON GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered this 18th day of December, 2023, by and between the City of Milton, Georgia (**"City"**), a municipal corporation, and Fulton County, Georgia (**"County"**), a constitutionally created political subdivision of the State of Georgia, herein after collectively referred to as the **"Parties"**.

WHEREAS, pursuant to the Georgia Constitution, Article IX, Section II, Paragraph I, counties and cities are prohibited from exercising governmental authority within each other's boundaries except by Intergovernmental Agreement; and

WHEREAS, there is a need to control rabies, investigate animal cruelty complaints, and investigate animal bites, operate an animal shelter and remove live or dead animals from within the corporate limits of the City; and

WHEREAS, the mission of Fulton County Animal Services is to provide a humane environment for Fulton County's homeless pets while enforcing the animal control laws of Fulton County, Georgia in a manner that reflects quality and professionalism; and

WHEREAS, in partnership with the Fulton County Animal Services contractor, additional services are provided such as veterinary care for animals including spay/neuters, pet adoptions, pet reclaims, volunteer programs, foster home programs, rescue group coordination and other life-saving programs on a twenty-four hour per day basis; and

WHEREAS, Fulton County Animal Control Officers (ACOs) are authorized to issue citations for violations of the Rabies and Animal Control Ordinances including, but not limited to, Leash Law, Tethering violations, Cruelty to Animals, Special Permits, Animal License, Animal Bites, Dangerous or Vicious Animals, Nuisance, Abandonment, Rabies Violations, Running at Large, Commercial Guard and Security Dogs, Animals as Prizes and Cruelty to Elephants; and

WHEREAS, the County and the City desire to enter into an Intergovernmental Agreement for the County to respond to citizens' requests for animal control services within the corporate limits of the City; and

WHEREAS, the City and the County entered into an Intergovernmental Agreement on or about July 1, 2014 as Fulton County Board of Commissioners Agenda Item #14-0641 ("Original Agreement") and pursuant to authority of the City for the purpose of authorizing Fulton County to provide animal control services to the City, by way of a contract with an animal control services vendor; and

WHEREAS the term of the Current Agreement is set to expire on December 31st, 2023, and the County and City desire to enter into a new Intergovernmental Agreement to maintain the same level of services for Five (5) year period commencing January 1, 2024 and the new terms (Articles) and conditions set forth herein; and

NOW THEREFORE, the City and the County, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

ARTICLE 1
PURPOSE AND INTENT

The purpose of this Agreement is to provide the vital and necessary animal control services functions for the County's homeless pets while enforcing the animal control laws of Fulton County, Georgia in a manner that reflects quality and professionalism. The Parties agree that:

1.1 The County agrees to provide animal control services through a contract with an animal control services vendor within the corporate limits of the City. The purpose of such service shall be to enforce the Georgia Animal Control Act, all County ordinances attendant thereto, and all ordinances of the City related to animal control services.

1.2 The County agrees to provide a response to requests for animal control services within the City in accordance with the time periods specified in the County's contract with its approved animal control services vendor.

1.3 The County agrees to provide rabies control, investigate cruelty complaints and animal bites, operate an animal shelter and remove live or dead animals from within the corporate limits of the City upon request of the City and in accordance with the approved contract with the animal control services vendor.

1.4 The County agrees to provide the City courteous, efficient, and accessible Animal Control Services for emergencies, and non-emergencies for the term prescribed in this Agreement, consistent with the overall quality of services provided throughout the County.

ARTICLE 2
TERM OF AGREEMENT

The term of this Agreement is for Twelve (12) months from January 1, 2024 at 0000 hours through and concluding at 2400 hours on December 31, 2024 with Four (4) automatic renewals commencing on January 1 of each successive year. This Agreement shall terminate at 2400 hours on December 31, 2028.

At the conclusion of the last term (2400 hours on December 31, 2028), the City will be solely responsible for providing all animal control services within City boundaries, unless extended by mutual agreement approved by both governing bodies. Any such change is subject to consideration and approval of the County Board of Commissioners and the governing body of the City.

The City and County do hereby agree that all the terms and conditions that are set out in this Agreement are material and enforceable during the entire agreed period of this Agreement.

The parties agree that the City and the County may, at any time, upon Sixty (60) days' notice, terminate this Agreement.

ARTICLE 3
COMPENSATION AND CONSIDERATION

The County has calculated the total program Annual Shared Costs as seen in Table 1. The payment amount for each jurisdiction will be based on its proportional monthly calls for service. The cost to the City will be based on classification and location of calls received by the animal control services vendor during the month of service. Each City will pay their percentage use of the total cost to operate the service based on the call information.

Table 1 – Shelter and Field Operations Services		
2024 Animal Services Contract Amount	$	9,080,000
Annual Maintenance and Operations Cost	$	1,625,840
Capital Repairs	$	500,000
Animal Cruelty Investigation and Prosecution Unit	$	287,000
Vehicle Replacement	$	270,000
Animal Services Administrator	$	177,000
Call Taking and Dispatch Services (24/7/365)	$	164,000
2024 Annual Shared Costs	$	12,103,840

The payment amount will be enforceable during the period of this agreement and all payments will be due within Sixty (60) days of the invoice date and should be sent to the following address:

Fulton County Animal Services
Attn: Joseph Barasoain
130 Peachtree Street SW
Suite G-157
Atlanta GA, 30303

Failure to remit payment to Fulton County within Sixty (60) days of the invoice date may result in the suspension of services to the City until such time as the payment is received or termination of the agreement.

For the Five (5) year Intergovernmental Agreement term with the City, a year-over-year increase in the total Annual Actual Shared Costs will be applied to maintain program services and will keep pace with the actual rate of inflation.

ARTICLE 4
ENFORCEMENT & SERVICE RESPONSE

Animal Control Officer(s) (ACOs) will assist citizens and other public safety agencies who have requested help with domestic animal problems in a professional manner within their Area of Responsibility (AOR). ACO(s) shall respond to requests for services called in via the public or municipal partners and after these priority responses are met, the ACO(s) will patrol on a scheduled basis the area of designated responsibility.

ACO(s) will cite animal owners for violations of Fulton County Animal Control Ordinances, participate in the prosecution of such citations, and investigate and prepare reports regarding serious code violations.

The ACO(s) will impound stray dogs, and other animals that are subject to impoundment, and, when necessary, bring animals into the animal shelter under protective custody. All impounded animals will be held for a minimum of Seven (7) days unless reclaimed by their owner, transferred to rescue or adopted as provided in the Fulton County Animal Control Ordinance. The County will use all reasonable efforts to locate the owner of each animal prior to any disposition.

ACO(s) will also enforce the quarantine of animals that have bitten a person and enforce the regulations governing classified and/or dangerous animals, and inspect premises where animals are kept for sanitary conditions. ACO(s) will transfer any injured animals to the animal shelter, a veterinarian or ensure that the owner (if present) of the animal seeks medical treatment when necessary.

Animal Control Officers shall be dispatched so as to handle requests for service in a timely manner. Response to service requests shall be in the following priority:

1) Dog bites or animal attacks
2) Injured animals
3) Public Safety emergency calls
4) Quarantine violations
5) Cruelty to animals
6) Animals in custody
7) Loose animals
8) Animal welfare checks

The average response time to requests for service for priority 1, 2 and 3 shall be Forty-Five (45) minutes or less. "Response time" means that period of time between receipt of a service request by the selected vendor, and when an Animal Control Officer is dispatched and arrives at the location of the service request after being dispatched.

The average response time of all responses to priority 4 and 5 calls will be no greater than Four (4) hours. The average response time of all responses to priority 6, 7 and 8 calls will be no greater than Twenty-Four (24) hours.

At all times that there is not a regularly scheduled Animal Control Officer on duty, there shall be an on-call Animal Control Officer to respond to emergency priority 1, 2 and 3 calls.

Upon becoming aware of a possible violation, through requests for service, personal observation, analysis of records and data, or other method, ACOs shall conduct a thorough investigation. If after conducting a thorough investigation, the ACOs finds just and reasonable grounds to believe a violation was committed, then the appropriate citation and/or Notice of Violation shall be issued. Citations and/or Notices of Violation shall be issued consistent with Animal Control Ordinances and other applicable laws.

The ACOs will complete the thorough investigation of a possible violation within Seven (7) calendar days, unless a specific exception is documented in writing. The documentation shall state why the extension was needed and when the investigation was completed.

ARTICLE 5
TRANSITION

In the event of the termination or expiration of this Agreement, the County and the City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from County to the City to maintain the same high quality of services provided by this Agreement for the residents, businesses, and visitors of the City.

The County and the City agree that Ninety (90) days prior to the expiration of this Agreement, the City Administrator and County Manager (or his/her designee) will meet and confer to ensure a smooth transition.

ARTICLE 6
LIABILITY

The City, as the requestor of said services, further agrees that the City shall be responsible for all costs and damages stemming from all claims, actions, damages, liability and expenses from third-parties resulting from actions of its employees, agents, and operators. Notwithstanding anything to the contrary contained in this Agreement, the City's liability under this Agreement shall not include any claim arising from the gross negligence or willful misconduct of the County or its employees, agents or operators. Nothing herein shall be construed as a waiver of the County's sovereign immunity or any governmental immunity available to its officials, employees, or agents.

ARTICLE 7
TERMINATION AND REMEDIES

The City or the County may terminate this Agreement only for an event of default.

If an event or default occurs, in the determination of the City, the City shall notify the County in writing; specify the basis for the default and advise the County that the default must be cured to the City's reasonable satisfaction within a Sixty (60) day period. The City may grant additional time to cure the default, as the City may deem appropriate, without waiver of any of the City's rights, so long as the County has commenced curing the default and is effectuating a cure with diligence and continuity during the Sixty (60) day period, or any longer period which the City prescribes.

If an event of default occurs, in the determination of the County, the County may notify the City in writing, specify the basis for the default and advise the City that the default must be cured to the County's reasonable satisfaction within a Sixty (60) day period; except that for events of default related to the payment of fees, the cure period is reduced to Thirty (30) days. The County may grant additional time to cure the default, as the County may deem appropriate, without waiver of any of the County's rights, so long as the City has commenced curing the default and is effectuating a cure with diligence and continuity during the Sixty (60) day period (30 days for payments) or any longer period which the County prescribes.

In the event that either party breaches a material term or condition of this Agreement, other than an event of default, the party in breach, upon receipt of a written request from the non-breaching party, shall remedy the breach within Thirty (30) days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching party may utilize the remedies of declaratory judgment, specific performance, mandamus, or injunctive relief to compel the breaching party to remedy the breach.

The parties reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

ARTICLE 8
AMENDMENTS

This Agreement may be modified at any time during the term only by mutual written consent of both parties.

ARTICLE 9
NOTICES

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested or by standard overnight carrier with tracking or signature required. Notices shall be addressed to the parties at the following addresses:

If to the County:

Richard "Dick" Anderson, County Manager
141 Pryor Street, SW, Suite 1000
Atlanta, Georgia 30303404-612-8335
404-612-0350 (facsimile)

With a copy to:
Y. Soo Jo, County Attorney
141 Pryor Street, SW, Suite 4038
Atlanta, Georgia 30303
404-612-0246
404-730-6324 (facsimile)

If to the City:

Steve Krokoff, City Manager/Administrator
2006 Heritage Walk
Milton, GA 30004
678-242-2500

With a copy to:

City of Milton, City Attorney
2006 Heritage Walk
Milton, GA 30004
678-242-2500

ARTICLE 10
NON- ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 11
ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and agreement of the parties regarding the subject matter of the Agreement. Notwithstanding anything contained in this IGA, the obligation of the County and the City to make payments provided under this IGA shall be subject to approval and the annual appropriations of funds thereof by the governing body of the County and the City, and such obligation shall not constitute a pledge of the full faith and credit of the County or the City within the meaning of any constitutional debt limitation.

ARTICLE 12
GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Georgia. The obligations of the Parties to this Agreement are performable in Fulton County, Georgia and, if legal action is necessary to enforce the same, the parties agree exclusive venue shall lie in Fulton County, Georgia.

ARTICLE 13
SEVERABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effects as if the invalid provision or portion of the provision were not part of this Agreement.

ARTICLE 14
BINDING EFFECT

This Agreement shall insure to the benefit of, and be binding upon, the respective parties' successors.

ARTICLE 15
COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

This Agreement contains the entire agreement between the Parties, and no modification shall be binding upon the Parties unless evidenced by a subsequent written agreement signed by the County acting by and through the Fulton County Board of Commissioners, and the City, signed by its duly authorized officers acting by and through the City.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals the day and year first above written.

MILTON, GEORGIA

Attest:

Peyton Jamison
Mayor

Tammy Lowit
City Clerk

APPROVED AS TO FORM:

City of Milton
City Attorney

FULTON COUNTY, GEORGIA

ATTEST:

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Tonya L. Grier, Clerk
Fulton County Board of Commissioners

APPROVED AS TO FORM:

Y. Soo Jo
County Attorney

Joseph Barasoain
Fulton County Emergency Management

ITEM # 24-0041 RCS 1/24/24
RECESS MEETING

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ANIMAL CONTROL SERVICES BETWEEN FULTON COUNTY, GEORGIA AND CITY OF MOUNTAIN PARK, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered this 13 day of December, 2023, by and between the City of Mountain Park, Georgia (**"City"**), a municipal corporation, and Fulton County, Georgia (**"County"**), a constitutionally created political subdivision of the State of Georgia, herein after collectively referred to as the **"Parties"**.

WHEREAS, pursuant to the Georgia Constitution, Article IX, Section II, Paragraph I, counties and cities are prohibited from exercising governmental authority within each other's boundaries except by Intergovernmental Agreement; and

WHEREAS, there is a need to control rabies, investigate animal cruelty complaints, and investigate animal bites, operate an animal shelter and remove live or dead animals from within the corporate limits of the City; and

WHEREAS, the mission of Fulton County Animal Services is to provide a humane environment for Fulton County's homeless pets while enforcing the animal control laws of Fulton County, Georgia in a manner that reflects quality and professionalism; and

WHEREAS, in partnership with the Fulton County Animal Services contractor, additional services are provided such as veterinary care for animals including spay/neuters, pet adoptions, pet reclaims, volunteer programs, foster home programs, rescue group coordination and other life-saving programs on a twenty-four hour per day basis; and

WHEREAS, Fulton County Animal Control Officers (ACOs) are authorized to issue citations for violations of the Rabies and Animal Control Ordinances including, but not limited to, Leash Law, Tethering violations, Cruelty to Animals, Special Permits, Animal License, Animal Bites, Dangerous or Vicious Animals, Nuisance, Abandonment, Rabies Violations, Running at Large, Commercial Guard and Security Dogs, Animals as Prizes and Cruelty to Elephants; and

WHEREAS, the County and the City desire to enter into an Intergovernmental Agreement for the County to respond to citizens' requests for animal control services within the corporate limits of the City; and

WHEREAS, the City and the County entered into an Intergovernmental Agreement on or about July 1, 2014 as Fulton County Board of Commissioners Agenda Item #14-0641 ("Original Agreement") and pursuant to authority of the City for the purpose of authorizing Fulton County to provide animal control services to the City, by way of a contract with an animal control services vendor; and

extended by mutual agreement approved by both governing bodies. Any such change is subject to consideration and approval of the County Board of Commissioners and the governing body of the City.

The City and County do hereby agree that all the terms and conditions that are set out in this Agreement are material and enforceable during the entire agreed period of this Agreement.

The parties agree that the City and the County may, at any time, upon Sixty (60) days' notice, terminate this Agreement.

ARTICLE 3
COMPENSATION AND CONSIDERATION

The County has calculated the total program Annual Shared Costs as seen in Table 1. The payment amount for each jurisdiction will be based on its proportional monthly calls for service. The cost to the City will be based on classification and location of calls received by the animal control services vendor during the month of service. Each City will pay their percentage use of the total cost to operate the service based on the call information.

Table 1 – Shelter and Field Operations Services		
2024 Animal Services Contract Amount	$	9,080,000
Annual Maintenance and Operations Cost	$	1,625,840
Capital Repairs	$	500,000
Animal Cruelty Investigation and Prosecution Unit	$	287,000
Vehicle Replacement	$	270,000
Animal Services Administrator	$	177,000
Call Taking and Dispatch Services (24/7/365)	$	164,000
2024 Annual Shared Costs	$	12,103,840

The payment amount will be enforceable during the period of this agreement and all payments will be due within Sixty (60) days of the invoice date and should be sent to the following address:

Fulton County Animal Services
Attn: Joseph Barasoain
130 Peachtree Street SW
Suite G-157
Atlanta GA, 30303

Failure to remit payment to Fulton County within Sixty (60) days of the invoice date may result in the suspension of services to the City until such time as the payment is received or termination of the agreement.

For the Five (5) year Intergovernmental Agreement term with the City, a year-over-year

At all times that there is not a regularly scheduled Animal Control Officer on duty, there shall be an on-call Animal Control Officer to respond to emergency priority 1, 2 and 3 calls.

Upon becoming aware of a possible violation, through requests for service, personal observation, analysis of records and data, or other method, ACOs shall conduct a thorough investigation. If after conducting a thorough investigation, the ACOs finds just and reasonable grounds to believe a violation was committed, then the appropriate citation and/or Notice of Violation shall be issued. Citations and/or Notices of Violation shall be issued consistent with Animal Control Ordinances and other applicable laws.

The ACOs will complete the thorough investigation of a possible violation within Seven (7) calendar days, unless a specific exception is documented in writing. The documentation shall state why the extension was needed and when the investigation was completed.

ARTICLE 5
TRANSITION

In the event of the termination or expiration of this Agreement, the County and the City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from County to the City to maintain the same high quality of services provided by this Agreement for the residents, businesses, and visitors of the City.

The County and the City agree that Ninety (90) days prior to the expiration of this Agreement, the City Administrator and County Manager (or his/her designee) will meet and confer to ensure a smooth transition.

ARTICLE 6
LIABILITY

The City, as the requestor of said services, further agrees that the City shall be responsible for all costs and damages stemming from all claims, actions, damages, liability and expenses from third-parties resulting from actions of its employees, agents, and operators. Notwithstanding anything to the contrary contained in this Agreement, the City's liability under this Agreement shall not include any claim arising from the gross negligence or willful misconduct of the County or its employees, agents or operators. Nothing herein shall be construed as a waiver of the County's sovereign immunity or any governmental immunity available to its officials, employees, or agents.

ARTICLE 7
TERMINATION AND REMEDIES

The City or the County may terminate this Agreement only for an event of default.

If an event or default occurs, in the determination of the City, the City shall notify the County in writing; specify the basis for the default and advise the County that the default must be cured to the City's reasonable satisfaction within a Sixty (60) day period. The City may grant additional time to cure the default, as the City may deem appropriate, without waiver of any of the City's rights, so long as the County has commenced curing the default

If to the City:

Jim Still, City Manager/Administrator
118 Lakeshore Drive
Mountain Park, GA 30075
(770) 993-4231

With a copy to:

Brandon Bowden, City Attorney
118 Lakeshore Drive
Mountain Park, GA 30075
(770) 993-4231

ARTICLE 10
NON- ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 11
ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and agreement of the parties regarding the subject matter of the Agreement. Notwithstanding anything contained in this IGA, the obligation of the County and the City to make payments provided under this IGA shall be subject to approval and the annual appropriations of funds thereof by the governing body of the County and the City, and such obligation shall not constitute a pledge of the full faith and credit of the County or the City within the meaning of any constitutional debt limitation.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals the day and year first above written.

MOUNTAIN PARK, GEORGIA

Attest:

Jim Still
Mayor

~~Jennifer Zalokar, Clerk~~ Logan Tranter
Deputy City Clerk
City of Mountain Park
(SEAL)

APPROVED AS TO FORM:

City Attorney's Office

FULTON COUNTY, GEORGIA

ATTEST:

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Tonya L. Grier, Clerk
Fulton County Board of Commissioners

APPROVED AS TO FORM:

Y. Soo Jo
County Attorney

Joseph Barasoain
Fulton County Emergency Management

ITEM # 24-0116 RCS 2/21/24
RECESS MEETING

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ANIMAL CONTROL SERVICES BETWEEN FULTON COUNTY, GEORGIA AND CITY OF PALMETTO, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered this ___ day of _____, 2023, by and between the City of Palmetto, Georgia (**"City"**), a municipal corporation, and Fulton County, Georgia (**"County"**), a constitutionally created political subdivision of the State of Georgia, herein after collectively referred to as the **"Parties"**.

WHEREAS, pursuant to the Georgia Constitution, Article IX, Section II, Paragraph I, counties and cities are prohibited from exercising governmental authority within each other's boundaries except by Intergovernmental Agreement; and

WHEREAS, there is a need to control rabies, investigate animal cruelty complaints, and investigate animal bites, operate an animal shelter and remove live or dead animals from within the corporate limits of the City; and

WHEREAS, the mission of Fulton County Animal Services is to provide a humane environment for Fulton County's homeless pets while enforcing the animal control laws of Fulton County, Georgia in a manner that reflects quality and professionalism; and

WHEREAS, in partnership with the Fulton County Animal Services contractor, additional services are provided such as veterinary care for animals including spay/neuters, pet adoptions, pet reclaims, volunteer programs, foster home programs, rescue group coordination and other life-saving programs on a twenty-four hour per day basis; and

WHEREAS, Fulton County Animal Control Officers (ACOs) are authorized to issue citations for violations of the Rabies and Animal Control Ordinances including, but not limited to, Leash Law, Tethering violations, Cruelty to Animals, Special Permits, Animal License, Animal Bites, Dangerous or Vicious Animals, Nuisance, Abandonment, Rabies Violations, Running at Large, Commercial Guard and Security Dogs, Animals as Prizes and Cruelty to Elephants; and

WHEREAS, the County and the City desire to enter into an Intergovernmental Agreement for the County to respond to citizens' requests for animal control services within the corporate limits of the City; and

WHEREAS, the City and the County entered into an Intergovernmental Agreement on or about July 1, 2014 as Fulton County Board of Commissioners Agenda Item #14-0641 ("Original Agreement") and pursuant to authority of the City for the purpose of authorizing Fulton County to provide animal control services to the City, by way of a contract with an animal control services vendor; and

WHEREAS the term of the Current Agreement is set to expire on December 31st, 2023, and the County and City desire to enter into a new Intergovernmental Agreement to maintain the same level of services for Five (5) year period commencing January 1, 2024 and the new terms (Articles) and conditions set forth herein; and

NOW THEREFORE, the City and the County, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

ARTICLE 1
PURPOSE AND INTENT

The purpose of this Agreement is to provide the vital and necessary animal control services functions for the County's homeless pets while enforcing the animal control laws of Fulton County, Georgia in a manner that reflects quality and professionalism. The Parties agree that:

1.1 The County agrees to provide animal control services, as may be requested by the City, through a contract with an animal control services vendor within the corporate limits of the City. The purpose of such service shall be to enforce the Georgia Animal Control Act, all County ordinances attendant thereto, and all ordinances of the City related to animal control services.

1.2 The County agrees to provide a response to requests made by the Police Department of the City for animal control services within the City in accordance with the time periods specified in the County's contract with its approved animal control services vendor. All calls for animal control services within the City received by the County that are not from the Police Department of the City shall be directed to the City's Police Department.

1.3 The County agrees to provide rabies control, investigate cruelty complaints and animal bites, operate an animal shelter, and remove live or dead animals from within the corporate limits of the City upon request made by the Police Department of the City and in accordance with the approved contract with the animal control services vendor. All calls to investigate cruelty complaints and animal bites within the City received by the County that are not from the Police Department of the City shall be directed to the City's Police Department.

1.4 The County agrees to provide the City courteous, efficient, and accessible Animal Control Services for emergencies, and non-emergencies for the term prescribed in this Agreement, consistent with the overall quality of services provided throughout the County.

ARTICLE 2
TERM OF AGREEMENT

The term of this Agreement is for Twelve (12) months from January 1, 2024 at 0000 hours through and concluding at 2400 hours on December 31, 2024 with Four (4) automatic renewals commencing on January 1 of each successive year. This Agreement shall terminate at 2400 hours on December 31, 2028.

At the conclusion of the last term (2400 hours on December 31, 2028), the City will be solely responsible for providing all animal control services within City boundaries, unless

extended by mutual agreement approved by both governing bodies. Any such change is subject to consideration and approval of the County Board of Commissioners and the governing body of the City.

The City and County do hereby agree that all the terms and conditions that are set out in this Agreement are material and enforceable during the entire agreed period of this Agreement.

The parties agree that the City and the County may, at any time, upon Sixty (60) days' notice, terminate this Agreement.

ARTICLE 3
COMPENSATION AND CONSIDERATION

The County has calculated the total program Annual Shared Costs as seen in Table 1. The payment amount for each jurisdiction will be based on its proportional monthly calls for service. The cost to the City will be based on classification and location of calls received by the animal control services vendor during the month of service. Each City will pay their percentage use of the total cost to operate the service based on the call information.

Table 1 – Shelter and Field Operations Services		
2024 Animal Services Contract Amount	$	9,080,000
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Call Taking and Dispatch Services (24/7/365)	$	164,000
2024 Annual Shared Costs	$	12,103,840

The payment amount will be enforceable during the period of this agreement and all payments will be due within Sixty (60) days of the invoice date and should be sent to the following address:

Fulton County Animal Services
Attn: Joseph Barasoain
130 Peachtree Street SW
Suite G-157
Atlanta GA, 30303

Failure to remit payment to Fulton County within Sixty (60) days of the invoice date may result in the suspension of services to the City until such time as the payment is received or termination of the agreement.

For the Five (5) year Intergovernmental Agreement term with the City, a year-over-year

increase in the total Annual Actual Shared Costs will be applied to maintain program services and will keep pace with the actual rate of inflation.

ARTICLE 4
ENFORCEMENT & SERVICE RESPONSE

Animal Control Officer(s) (ACOs) will assist citizens and other public safety agencies who have requested help with domestic animal problems in a professional manner within their Area of Responsibility (AOR). ACO(s) shall respond to requests for services called in via the public or municipal partners and after these priority responses are met, the ACO(s) will patrol on a scheduled basis the area of designated responsibility.

ACO(s) will cite animal owners for violations of Fulton County Animal Control Ordinances, participate in the prosecution of such citations, and investigate and prepare reports regarding serious code violations.

The ACO(s) will impound stray dogs, and other animals that are subject to impoundment, and, when necessary, bring animals into the animal shelter under protective custody. All impounded animals will be held for a minimum of Seven (7) days unless reclaimed by their owner, transferred to rescue or adopted as provided in the Fulton County Animal Control Ordinance. The County will use all reasonable efforts to locate the owner of each animal prior to any disposition.

ACO(s) will also enforce the quarantine of animals that have bitten a person and enforce the regulations governing classified and/or dangerous animals, and inspect premises where animals are kept for sanitary conditions. ACO(s) will transfer any injured animals to the animal shelter, a veterinarian or ensure that the owner (if present) of the animal seeks medical treatment when necessary.

Animal Control Officers shall be dispatched so as to handle requests for service in a timely manner. Response to service requests shall be in the following priority:

1) Dog bites or animal attacks
2) Injured animals
3) Public Safety emergency calls
4) Quarantine violations
5) Cruelty to animals
6) Animals in custody
7) Loose animals
8) Animal welfare checks

The average response time to requests for service for priority 1, 2 and 3 shall be Forty-Five (45) minutes or less. "Response time" means that period of time between receipt of a service request by the selected vendor, and when an Animal Control Officer is dispatched and arrives at the location of the service request after being dispatched.

The average response time of all responses to priority 4 and 5 calls will be no greater than Four (4) hours. The average response time of all responses to priority 6, 7 and 8 calls will be no greater than Twenty-Four (24) hours.

At all times that there is not a regularly scheduled Animal Control Officer on duty, there shall be an on-call Animal Control Officer to respond to emergency priority 1, 2 and 3 calls.

Upon becoming aware of a possible violation, through requests for service, personal observation, analysis of records and data, or other method, ACOs shall conduct a thorough investigation. If after conducting a thorough investigation, the ACOs finds just and reasonable grounds to believe a violation was committed, then the appropriate citation and/or Notice of Violation shall be issued. Citations and/or Notices of Violation shall be issued consistent with Animal Control Ordinances and other applicable laws.

The ACOs will complete the thorough investigation of a possible violation within Seven (7) calendar days, unless a specific exception is documented in writing. The documentation shall state why the extension was needed and when the investigation was completed.

ARTICLE 5
TRANSITION

In the event of the termination or expiration of this Agreement, the County and the City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from County to the City to maintain the same high quality of services provided by this Agreement for the residents, businesses, and visitors of the City.

The County and the City agree that Ninety (90) days prior to the expiration of this Agreement, the City Administrator and County Manager (or his/her designee) will meet and confer to ensure a smooth transition.

ARTICLE 6
LIABILITY

The City, as the requestor of said services, further agrees that the City shall be responsible for all costs and damages stemming from all claims, actions, damages, liability and expenses from third-parties resulting from actions of its employees, agents, and operators. Notwithstanding anything to the contrary contained in this Agreement, the City's liability under this Agreement shall not include any claim arising from the gross negligence or willful misconduct of the County or its employees, agents or operators. Nothing herein shall be construed as a waiver of the County's sovereign immunity or any governmental immunity available to its officials, employees, or agents.

ARTICLE 7
TERMINATION AND REMEDIES

The City or the County may terminate this Agreement only for an event of default.

If an event or default occurs, in the determination of the City, the City shall notify the County in writing; specify the basis for the default and advise the County that the default must be cured to the City's reasonable satisfaction within a Sixty (60) day period. The City may grant additional time to cure the default, as the City may deem appropriate, without waiver of any of the City's rights, so long as the County has commenced curing the default

and is effectuating a cure with diligence and continuity during the Sixty (60) day period, or any longer period which the City prescribes.

If an event of default occurs, in the determination of the County, the County may notify the City in writing, specify the basis for the default and advise the City that the default must be cured to the County's reasonable satisfaction within a Sixty (60) day period; except that for events of default related to the payment of fees, the cure period is reduced to Thirty (30) days. The County may grant additional time to cure the default, as the County may deem appropriate, without waiver of any of the County's rights, so long as the City has commenced curing the default and is effectuating a cure with diligence and continuity during the Sixty (60) day period (30 days for payments) or any longer period which the County prescribes.

In the event that either party breaches a material term or condition of this Agreement, other than an event of default, the party in breach, upon receipt of a written request from the non-breaching party, shall remedy the breach within Thirty (30) days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching party may utilize the remedies of declaratory judgment, specific performance, mandamus, or injunctive relief to compel the breaching party to remedy the breach.

The parties reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

ARTICLE 8
AMENDMENTS

This Agreement may be modified at any time during the term only by mutual written consent of both parties.

ARTICLE 9
NOTICES

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested or by standard overnight carrier with tracking or signature required. Notices shall be addressed to the parties at the following addresses:

If to the County:

Richard "Dick" Anderson, County Manager
141 Pryor Street, SW, Suite 1000
Atlanta, Georgia 30303404-612-8335
404-612-0350 (facsimile)

With a copy to:
Y. Soo Jo, County Attorney
141 Pryor Street, SW, Suite 4038
Atlanta, Georgia 30303
404-612-0246
404-730-6324 (facsimile)

If to the City:

J. Clark Boddie, City Manager/Administrator
PO Box 190
Palmetto, GA 30268
(770) 463-3377

With a copy to:

City of Palmetto, City Attorney
PO Box 190
Palmetto, GA 30268
(770) 463-3377

ARTICLE 10
NON- ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 11
ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and agreement of the parties regarding the subject matter of the Agreement. Notwithstanding anything contained in this IGA, the obligation of the County and the City to make payments provided under this IGA shall be subject to approval and the annual appropriations of funds thereof by the governing body of the County and the City, and such obligation shall not constitute a pledge of the full faith and credit of the County or the City within the meaning of any constitutional debt limitation.

ARTICLE 12
GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Georgia. The obligations of the Parties to this Agreement are performable in Fulton County, Georgia and, if legal action is necessary to enforce the same, the parties agree exclusive venue shall lie in Fulton County, Georgia.

ARTICLE 13
SEVERABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effects as if the invalid provision or portion of the provision were not part of this Agreement.

ARTICLE 14
BINDING EFFECT

This Agreement shall insure to the benefit of, and be binding upon, the respective parties' successors.

ARTICLE 15
COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

This Agreement contains the entire agreement between the Parties, and no modification shall be binding upon the Parties unless evidenced by a subsequent written agreement signed by the County acting by and through the Fulton County Board of Commissioners, and the City, signed by its duly authorized officers acting by and through the City.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals the day and year first above written.

PALMETTO, GEORGIA

J. Clarke Boddie
Mayor

Attest:

Cindy Hanson, Clerk
City of Palmetto, Georgia
(SEAL)

APPROVED AS TO FORM:

City Attorney's Office

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya L. Grier, Clerk
Fulton County Board of
Commissioners

BOARD OF COMMISSIONERS FULTON COUNTY Georgia FOUNDED, 1853

APPROVED AS TO FORM:

Y. Soo Jo
County Attorney

Joseph Barasoain
Fulton County Emergency
Management

ITEM # 24-0083 RM 2.7.24
REGULAR MEETING

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ANIMAL CONTROL SERVICES BETWEEN FULTON COUNTY, GEORGIA AND CITY OF SANDY SPRINGS GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered this __ day of _____, 2023, by and between the City of Sandy Springs, Georgia (**"City"**), a municipal corporation, and Fulton County, Georgia (**"County"**), a constitutionally created political subdivision of the State of Georgia, herein after collectively referred to as the **"Parties"**.

WHEREAS, pursuant to the Georgia Constitution, Article IX, Section II, Paragraph I, counties and cities are prohibited from exercising governmental authority within each other's boundaries except by Intergovernmental Agreement; and

WHEREAS, there is a need to control rabies, investigate animal cruelty complaints, and investigate animal bites, operate an animal shelter and remove live or dead animals from within the corporate limits of the City; and

WHEREAS, the mission of Fulton County Animal Services is to provide a humane environment for Fulton County's homeless pets while enforcing the animal control laws of Fulton County, Georgia in a manner that reflects quality and professionalism; and

WHEREAS, in partnership with the Fulton County Animal Services contractor, additional services are provided such as veterinary care for animals including spay/neuters, pet adoptions, pet reclaims, volunteer programs, foster home programs, rescue group coordination and other life-saving programs on a twenty-four hour per day basis; and

WHEREAS, Fulton County Animal Control Officers (ACOs) are authorized to issue citations for violations of the Rabies and Animal Control Ordinances including, but not limited to, Leash Law, Tethering violations, Cruelty to Animals, Special Permits, Animal License, Animal Bites, Dangerous or Vicious Animals, Nuisance, Abandonment, Rabies Violations, Running at Large, Commercial Guard and Security Dogs, Animals as Prizes and Cruelty to Elephants; and

WHEREAS, the County and the City desire to enter into an Intergovernmental Agreement for the County to respond to citizens' requests for animal control services within the corporate limits of the City; and

WHEREAS, the City and the County entered into an Intergovernmental Agreement on or about July 1, 2014 as Fulton County Board of Commissioners Agenda Item #14-0641 ("Original Agreement") and pursuant to authority of the City for the purpose of authorizing Fulton County to provide animal control services to the City, by way of a contract with an animal control services vendor; and

WHEREAS the term of the Current Agreement is set to expire on December 31st, 2023, and the County and City desire to enter into a new Intergovernmental Agreement to maintain the same level of services for Five (5) year period commencing January 1, 2024 and the new terms (Articles) and conditions set forth herein; and

NOW THEREFORE, the City and the County, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

ARTICLE 1
PURPOSE AND INTENT

The purpose of this Agreement is to provide the vital and necessary animal control services functions for the County's homeless pets while enforcing the animal control laws of Fulton County, Georgia in a manner that reflects quality and professionalism. The Parties agree that:

1.1 The County agrees to provide animal control services through a contract with an animal control services vendor within the corporate limits of the City. The purpose of such service shall be to enforce the Georgia Animal Control Act, all County ordinances attendant thereto, and all ordinances of the City related to animal control services.

1.2 The County agrees to provide a response to requests for animal control services within the City in accordance with the time periods specified in the County's contract with its approved animal control services vendor.

1.3 The County agrees to provide rabies control, investigate cruelty complaints and animal bites, operate an animal shelter and remove live or dead animals from within the corporate limits of the City upon request of the City and in accordance with the approved contract with the animal control services vendor.

1.4 The County agrees to provide the City courteous, efficient, and accessible Animal Control Services for emergencies, and non-emergencies for the term prescribed in this Agreement, consistent with the overall quality of services provided throughout the County.

ARTICLE 2
TERM OF AGREEMENT

The term of this Agreement is for Twelve (12) months from January 1, 2024 at 0000 hours through and concluding at 2400 hours on December 31, 2024 with Four (4) automatic renewals commencing on January 1 of each successive year. This Agreement shall terminate at 2400 hours on December 31, 2028.

At the conclusion of the last term (2400 hours on December 31, 2028), the City will be solely responsible for providing all animal control services within City boundaries, unless extended by mutual agreement approved by both governing bodies. Any such change is subject to consideration and approval of the County Board of Commissioners and the governing body of the City.

The City and County do hereby agree that all the terms and conditions that are set out in

this Agreement are material and enforceable during the entire agreed period of this Agreement.

The parties agree that the City and the County may, at any time, upon Sixty (60) days' notice, terminate this Agreement.

ARTICLE 3
COMPENSATION AND CONSIDERATION

The County has calculated the total program Annual Shared Costs as seen in Table 1. The payment amount for each jurisdiction will be based on its proportional monthly calls for service. The cost to the City will be based on classification and location of calls received by the animal control services vendor during the month of service. Each City will pay their percentage use of the total cost to operate the service based on the call information.

Table 1 – Shelter and Field Operations Services		
2024 Animal Services Contract Amount	$	9,080,000
Annual Maintenance and Operations Cost	$	1,625,840
Capital Repairs	$	500,000
Animal Cruelty Investigation and Prosecution Unit	$	287,000
Vehicle Replacement	$	270,000
Animal Services Administrator	$	177,000
Call Taking and Dispatch Services (24/7/365)	$	164,000
2024 Annual Shared Costs	$	12,103,840

The payment amount will be enforceable during the period of this agreement and all payments will be due within Sixty (60) days of the invoice date and should be sent to the following address:

Fulton County Animal Services
Attn: Joseph Barasoain
130 Peachtree Street SW
Suite G-157
Atlanta GA, 30303

Failure to remit payment to Fulton County within Sixty (60) days of the invoice date may result in the suspension of services to the City until such time as the payment is received or termination of the agreement.

For the Five (5) year Intergovernmental Agreement term with the City, a year-over-year increase in the total Annual Actual Shared Costs will be applied to maintain program services and will keep pace with the actual rate of inflation.

ARTICLE 4
ENFORCEMENT & SERVICE RESPONSE

Animal Control Officer(s) (ACOs) will assist citizens and other public safety agencies who have requested help with domestic animal problems in a professional manner within their Area of Responsibility (AOR). ACO(s) shall respond to requests for services called in via the public or municipal partners and after these priority responses are met, the ACO(s) will patrol on a scheduled basis the area of designated responsibility.

ACO(s) will cite animal owners for violations of Fulton County Animal Control Ordinances, participate in the prosecution of such citations, and investigate and prepare reports regarding serious code violations.

The ACO(s) will impound stray dogs, and other animals that are subject to impoundment, and, when necessary, bring animals into the animal shelter under protective custody. All impounded animals will be held for a minimum of Seven (7) days unless reclaimed by their owner, transferred to rescue or adopted as provided in the Fulton County Animal Control Ordinance. The County will use all reasonable efforts to locate the owner of each animal prior to any disposition.

ACO(s) will also enforce the quarantine of animals that have bitten a person and enforce the regulations governing classified and/or dangerous animals, and inspect premises where animals are kept for sanitary conditions. ACO(s) will transfer any injured animals to the animal shelter, a veterinarian or ensure that the owner (if present) of the animal seeks medical treatment when necessary.

Animal Control Officers shall be dispatched so as to handle requests for service in a timely manner. Response to service requests shall be in the following priority:

1) Dog bites or animal attacks
2) Injured animals
3) Public Safety emergency calls
4) Quarantine violations
5) Cruelty to animals
6) Animals in custody
7) Loose animals
8) Animal welfare checks

The average response time to requests for service for priority 1, 2 and 3 shall be Forty-Five (45) minutes or less. "Response time" means that period of time between receipt of a service request by the selected vendor, and when an Animal Control Officer is dispatched and arrives at the location of the service request after being dispatched.

The average response time of all responses to priority 4 and 5 calls will be no greater than Four (4) hours. The average response time of all responses to priority 6, 7 and 8 calls will be no greater than Twenty-Four (24) hours.

At all times that there is not a regularly scheduled Animal Control Officer on duty, there shall be an on-call Animal Control Officer to respond to emergency priority 1, 2 and 3 calls.

Upon becoming aware of a possible violation, through requests for service, personal observation, analysis of records and data, or other method, ACOs shall conduct a thorough investigation. If after conducting a thorough investigation, the ACOs finds just and reasonable grounds to believe a violation was committed, then the appropriate citation and/or Notice of Violation shall be issued. Citations and/or Notices of Violation shall be issued consistent with Animal Control Ordinances and other applicable laws.

The ACOs will complete the thorough investigation of a possible violation within Seven (7) calendar days, unless a specific exception is documented in writing. The documentation shall state why the extension was needed and when the investigation was completed.

ARTICLE 5
TRANSITION

In the event of the termination or expiration of this Agreement, the County and the City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from County to the City to maintain the same high quality of services provided by this Agreement for the residents, businesses, and visitors of the City.

The County and the City agree that Ninety (90) days prior to the expiration of this Agreement, the City Administrator and County Manager (or his/her designee) will meet and confer to ensure a smooth transition.

ARTICLE 6
LIABILITY

The City, as the requestor of said services, further agrees that the City shall be responsible for all costs and damages stemming from all claims, actions, damages, liability and expenses from third-parties resulting from actions of its employees, agents, and operators. Notwithstanding anything to the contrary contained in this Agreement, the City's liability under this Agreement shall not include any claim arising from the gross negligence or willful misconduct of the County or its employees, agents or operators. Nothing herein shall be construed as a waiver of the County's sovereign immunity or any governmental immunity available to its officials, employees, or agents.

ARTICLE 7
TERMINATION AND REMEDIES

The City or the County may terminate this Agreement only for an event of default.

If an event or default occurs, in the determination of the City, the City shall notify the County in writing; specify the basis for the default and advise the County that the default must be cured to the City's reasonable satisfaction within a Sixty (60) day period. The City may grant additional time to cure the default, as the City may deem appropriate, without waiver of any of the City's rights, so long as the County has commenced curing the default and is effectuating a cure with diligence and continuity during the Sixty (60) day period, or any longer period which the City prescribes.

If an event of default occurs, in the determination of the County, the County may notify the City in writing, specify the basis for the default and advise the City that the default must be cured to the County's reasonable satisfaction within a Sixty (60) day period; except that for events of default related to the payment of fees, the cure period is reduced to Thirty (30) days. The County may grant additional time to cure the default, as the County may deem appropriate, without waiver of any of the County's rights, so long as the City has commenced curing the default and is effectuating a cure with diligence and continuity during the Sixty (60) day period (30 days for payments) or any longer period which the County prescribes.

In the event that either party breaches a material term or condition of this Agreement, other than an event of default, the party in breach, upon receipt of a written request from the non-breaching party, shall remedy the breach within Thirty (30) days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching party may utilize the remedies of declaratory judgment, specific performance, mandamus, or injunctive relief to compel the breaching party to remedy the breach.

The parties reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

ARTICLE 8
AMENDMENTS

This Agreement may be modified at any time during the term only by mutual written consent of both parties.

ARTICLE 9
NOTICES

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested or by standard overnight carrier with tracking or signature required. Notices shall be addressed to the parties at the following addresses:

If to the County:

Richard "Dick" Anderson, County Manager
141 Pryor Street, SW, Suite 1000
Atlanta, Georgia 30303404-612-8335
404-612-0350 (facsimile)

With a copy to:
Y. Soo Jo, County Attorney
141 Pryor Street, SW, Suite 4038
Atlanta, Georgia 30303
404-612-0246
404-730-6324 (facsimile)

If to the City:

Eden E. Freeman, City Manager/Administrator
1 Galambos Way
Sandy Springs, GA 30328
770-730-5600

With a copy to:

Dan Lee, City Attorney
1 Galambos Way
Sandy Springs, GA 30328
770-730-5600

ARTICLE 10
NON- ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 11
ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and agreement of the parties regarding the subject matter of the Agreement. Notwithstanding anything contained in this IGA, the obligation of the County and the City to make payments provided under this IGA shall be subject to approval and the annual appropriations of funds thereof by the governing body of the County and the City, and such obligation shall not constitute a pledge of the full faith and credit of the County or the City within the meaning of any constitutional debt limitation.

ARTICLE 12
GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Georgia. The obligations of the Parties to this Agreement are performable in Fulton County, Georgia and, if legal action is necessary to enforce the same, the parties agree exclusive venue shall lie in Fulton County, Georgia.

ARTICLE 13
SEVERABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effects as if the invalid provision or portion of the provision were not part of this Agreement.

ARTICLE 14

BINDING EFFECT

This Agreement shall insure to the benefit of, and be binding upon, the respective parties' successors.

ARTICLE 15
COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

This Agreement contains the entire agreement between the Parties, and no modification shall be binding upon the Parties unless evidenced by a subsequent written agreement signed by the County acting by and through the Fulton County Board of Commissioners, and the City, signed by its duly authorized officers acting by and through the City.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals the day and year first above written.

SANDY SPRINGS, GEORGIA

Rusty Paul
Mayor

Attest:

Raquel Gonzalez
City Clerk

(SEAL)

APPROVED AS TO FORM:

Dan Lee
City Attorney

FULTON COUNTY, GEORGIA

ATTEST:

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Tonya L. Grier, Clerk
Fulton County Board of Commissioners

APPROVED AS TO FORM:

Y. Soo Jo
County Attorney

Joseph Barasoain
Fulton County Emergency Management

ITEM # 24-0145 RCS 1/24/24
RECESS MEETING

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ANIMAL CONTROL SERVICES BETWEEN FULTON COUNTY, GEORGIA AND CITY OF SOUTH FULTON, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered this 14th day of FEBRUARY, 2024, by and between the City of South Fulton, Georgia (**"City"**), a municipal corporation, and Fulton County, Georgia (**"County"**), a constitutionally created political subdivision of the State of Georgia, herein after collectively referred to as the **"Parties"**.

WHEREAS, pursuant to the Georgia Constitution, Article IX, Section II, Paragraph I, counties and cities are prohibited from exercising governmental authority within each other's boundaries except by Intergovernmental Agreement; and

WHEREAS, there is a need to control rabies, investigate animal cruelty complaints, and investigate animal bites, operate an animal shelter and remove live or dead animals from within the corporate limits of the City; and

WHEREAS, the mission of Fulton County Animal Services is to provide a humane environment for Fulton County's homeless pets while enforcing the animal control laws of Fulton County, Georgia in a manner that reflects quality and professionalism; and

WHEREAS, in partnership with the Fulton County Animal Services contractor, additional services are provided such as veterinary care for animals including spay/neuters, pet adoptions, pet reclaims, volunteer programs, foster home programs, rescue group coordination and other life-saving programs on a twenty-four hour per day basis; and

WHEREAS, Fulton County Animal Control Officers (ACOs) are authorized to issue citations for violations of the Rabies and Animal Control Ordinances including, but not limited to, Leash Law, Tethering violations, Cruelty to Animals, Special Permits, Animal License, Animal Bites, Dangerous or Vicious Animals, Nuisance, Abandonment, Rabies Violations, Running at Large, Commercial Guard and Security Dogs, Animals as Prizes and Cruelty to Elephants; and

WHEREAS, the County and the City desire to enter into an Intergovernmental Agreement for the County to respond to citizens' requests for animal control services within the corporate limits of the City; and

WHEREAS, the City and the County entered into an Intergovernmental Agreement on or about July 1, 2014 as Fulton County Board of Commissioners Agenda Item #14-0641 ("Original Agreement") and pursuant to authority of the City for the purpose of authorizing Fulton County to provide animal control services to the City, by way of a contract with an animal control services vendor; and

WHEREAS the term of the Current Agreement is set to expire on December 31st, 2023, and the County and City desire to enter into a new Intergovernmental Agreement to maintain the same level of services for Five (5) year period commencing January 1, 2024 and the new terms (Articles) and conditions set forth herein; and

NOW THEREFORE, the City and the County, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

ARTICLE 1
PURPOSE AND INTENT

The purpose of this Agreement is to provide the vital and necessary animal control services functions for the County's homeless pets while enforcing the animal control laws of Fulton County, Georgia in a manner that reflects quality and professionalism. The Parties agree that:

1.1 The County agrees to provide animal control services, as may be requested by the City, through a contract with an animal control services vendor within the corporate limits of the City. The purpose of such service shall be to enforce the Georgia Animal Control Act, all County ordinances attendant thereto, and all ordinances of the City related to animal control services.

1.2 The County agrees to provide a response to requests made by the Police Department of the City for animal control services within the City in accordance with the time periods specified in the County's contract with its approved animal control services vendor. All calls for animal control services within the City received by the County that are not from the Police Department of the City shall be directed to the City's Police Department.

1.3 The County agrees to provide rabies control, investigate cruelty complaints and animal bites, operate an animal shelter, and remove live or dead animals from within the corporate limits of the City upon request made by the Police Department of the City and in accordance with the approved contract with the animal control services vendor. All calls to investigate cruelty complaints and animal bites within the City received by the County that are not from the Police Department of the City shall be directed to the City's Police Department.

1.4 The County agrees to provide the City courteous, efficient, and accessible Animal Control Services for emergencies, and non-emergencies for the term prescribed in this Agreement, consistent with the overall quality of services provided throughout the County.

ARTICLE 2
TERM OF AGREEMENT

The term of this Agreement is for Twelve (12) months from January 1, 2024 at 0000 hours through and concluding at 2400 hours on December 31, 2024 with Four (4) automatic renewals commencing on January 1 of each successive year. This Agreement shall terminate at 2400 hours on December 31, 2028.

At the conclusion of the last term (2400 hours on December 31, 2028), the City will be solely responsible for providing all animal control services within City boundaries, unless

extended by mutual agreement approved by both governing bodies. Any such change is subject to consideration and approval of the County Board of Commissioners and the governing body of the City.

The City and County do hereby agree that all the terms and conditions that are set out in this Agreement are material and enforceable during the entire agreed period of this Agreement.

The parties agree that the City and the County may, at any time, upon Sixty (60) days' notice, terminate this Agreement.

ARTICLE 3
COMPENSATION AND CONSIDERATION

The County has calculated the total program Annual Shared Costs as seen in Table 1. The payment amount for each jurisdiction will be based on its proportional monthly calls for service. The cost to the City will be based on classification and location of calls received by the animal control services vendor during the month of service. Each City will pay their percentage use of the total cost to operate the service based on the call information.

Table 1 – Shelter and Field Operations Services		
2024 Animal Services Contract Amount	$	9,080,000
Annual Maintenance and Operations Cost	$	1,625,840
Capital Repairs	$	500,000
Animal Cruelty Investigation and Prosecution Unit	$	287,000
Vehicle Replacement	$	270,000
Animal Services Administrator	$	177,000
Call Taking and Dispatch Services (24/7/365)	$	164,000
2024 Annual Shared Costs	$	12,103,840

The payment amount will be enforceable during the period of this agreement and all payments will be due within Sixty (60) days of the invoice date and should be sent to the following address:

Fulton County Animal Services
Attn: Joseph Barasoain
130 Peachtree Street SW
Suite G-157
Atlanta GA, 30303

Failure to remit payment to Fulton County within Sixty (60) days of the invoice date may result in the suspension of services to the City until such time as the payment is received or termination of the agreement.

For the Five (5) year Intergovernmental Agreement term with the City, a year-over-year

increase in the total Annual Actual Shared Costs will be applied to maintain program services and will keep pace with the actual rate of inflation.

ARTICLE 4
ENFORCEMENT & SERVICE RESPONSE

Animal Control Officer(s) (ACOs) will assist citizens and other public safety agencies who have requested help with domestic animal problems in a professional manner within their Area of Responsibility (AOR). ACO(s) shall respond to requests for services called in via the public or municipal partners and after these priority responses are met, the ACO(s) will patrol on a scheduled basis the area of designated responsibility.

ACO(s) will cite animal owners for violations of Fulton County Animal Control Ordinances, participate in the prosecution of such citations, and investigate and prepare reports regarding serious code violations.

The ACO(s) will impound stray dogs, and other animals that are subject to impoundment, and, when necessary, bring animals into the animal shelter under protective custody. All impounded animals will be held for a minimum of Seven (7) days unless reclaimed by their owner, transferred to rescue or adopted as provided in the Fulton County Animal Control Ordinance. The County will use all reasonable efforts to locate the owner of each animal prior to any disposition.

ACO(s) will also enforce the quarantine of animals that have bitten a person and enforce the regulations governing classified and/or dangerous animals, and inspect premises where animals are kept for sanitary conditions. ACO(s) will transfer any injured animals to the animal shelter, a veterinarian or ensure that the owner (if present) of the animal seeks medical treatment when necessary.

Animal Control Officers shall be dispatched so as to handle requests for service in a timely manner. Response to service requests shall be in the following priority:

1) Dog bites or animal attacks
2) Injured animals
3) Public Safety emergency calls
4) Quarantine violations
5) Cruelty to animals
6) Animals in custody
7) Loose animals
8) Animal welfare checks

The average response time to requests for service for priority 1, 2 and 3 shall be Forty-Five (45) minutes or less. "Response time" means that period of time between receipt of a service request by the selected vendor, and when an Animal Control Officer is dispatched and arrives at the location of the service request after being dispatched.

The average response time of all responses to priority 4 and 5 calls will be no greater than Four (4) hours. The average response time of all responses to priority 6, 7 and 8 calls will be no greater than Twenty-Four (24) hours.

At all times that there is not a regularly scheduled Animal Control Officer on duty, there shall be an on-call Animal Control Officer to respond to emergency priority 1, 2 and 3 calls.

Upon becoming aware of a possible violation, through requests for service, personal observation, analysis of records and data, or other method, ACOs shall conduct a thorough investigation. If after conducting a thorough investigation, the ACOs finds just and reasonable grounds to believe a violation was committed, then the appropriate citation and/or Notice of Violation shall be issued. Citations and/or Notices of Violation shall be issued consistent with Animal Control Ordinances and other applicable laws.

The ACOs will complete the thorough investigation of a possible violation within Seven (7) calendar days, unless a specific exception is documented in writing. The documentation shall state why the extension was needed and when the investigation was completed.

ARTICLE 5
TRANSITION

In the event of the termination or expiration of this Agreement, the County and the City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from County to the City to maintain the same high quality of services provided by this Agreement for the residents, businesses, and visitors of the City.

The County and the City agree that Ninety (90) days prior to the expiration of this Agreement, the City Administrator and County Manager (or his/her designee) will meet and confer to ensure a smooth transition.

ARTICLE 6
LIABILITY

The City, as the requestor of said services, further agrees that the City shall be responsible for all costs and damages stemming from all claims, actions, damages, liability and expenses from third-parties resulting from actions of its employees, agents, and operators. Notwithstanding anything to the contrary contained in this Agreement, the City's liability under this Agreement shall not include any claim arising from the gross negligence or willful misconduct of the County or its employees, agents or operators. Nothing herein shall be construed as a waiver of the County's sovereign immunity or any governmental immunity available to its officials, employees, or agents.

ARTICLE 7
TERMINATION AND REMEDIES

The City or the County may terminate this Agreement only for an event of default.

If an event or default occurs, in the determination of the City, the City shall notify the County in writing; specify the basis for the default and advise the County that the default must be cured to the City's reasonable satisfaction within a Sixty (60) day period. The City may grant additional time to cure the default, as the City may deem appropriate, without waiver of any of the City's rights, so long as the County has commenced curing the default

and is effectuating a cure with diligence and continuity during the Sixty (60) day period, or any longer period which the City prescribes.

If an event of default occurs, in the determination of the County, the County may notify the City in writing, specify the basis for the default and advise the City that the default must be cured to the County's reasonable satisfaction within a Sixty (60) day period; except that for events of default related to the payment of fees, the cure period is reduced to Thirty (30) days. The County may grant additional time to cure the default, as the County may deem appropriate, without waiver of any of the County's rights, so long as the City has commenced curing the default and is effectuating a cure with diligence and continuity during the Sixty (60) day period (30 days for payments) or any longer period which the County prescribes.

In the event that either party breaches a material term or condition of this Agreement, other than an event of default, the party in breach, upon receipt of a written request from the non-breaching party, shall remedy the breach within Thirty (30) days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching party may utilize the remedies of declaratory judgment, specific performance, mandamus, or injunctive relief to compel the breaching party to remedy the breach.

The parties reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

ARTICLE 8
AMENDMENTS

This Agreement may be modified at any time during the term only by mutual written consent of both parties.

ARTICLE 9
NOTICES

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested or by standard overnight carrier with tracking or signature required. Notices shall be addressed to the parties at the following addresses:

If to the County:

Richard "Dick" Anderson, County Manager
141 Pryor Street, SW, Suite 1000
Atlanta, Georgia 30303404-612-8335
404-612-0350 (facsimile)

With a copy to:
Y. Soo Jo, County Attorney
141 Pryor Street, SW, Suite 4038
Atlanta, Georgia 30303
404-612-0246
404-730-6324 (facsimile)

If to the City:

Sharon Subadan, City Manager/Administrator
5440 Fulton Industrial Blvd.,
South Fulton, GA 30336
(470) 809-7700

With a copy to:

Vincent Hyman, City Attorney
5440 Fulton Industrial Blvd.,
South Fulton, GA 30336
(470) 338-5095

ARTICLE 10
NON- ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 11
ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and agreement of the parties regarding the subject matter of the Agreement. Notwithstanding anything contained in this IGA, the obligation of the County and the City to make payments provided under this IGA shall be subject to approval and the annual appropriations of funds thereof by the governing body of the County and the City, and such obligation shall not constitute a pledge of the full faith and credit of the County or the City within the meaning of any constitutional debt limitation.

ARTICLE 12
GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Georgia. The obligations of the Parties to this Agreement are performable in Fulton County, Georgia and, if legal action is necessary to enforce the same, the parties agree exclusive venue shall lie in Fulton County, Georgia.

ARTICLE 13
SEVERABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effects as if the invalid provision or portion of the provision were not part of this Agreement.

ARTICLE 14
BINDING EFFECT

This Agreement shall insure to the benefit of, and be binding upon, the respective parties' successors.

ARTICLE 15
COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

This Agreement contains the entire agreement between the Parties, and no modification shall be binding upon the Parties unless evidenced by a subsequent written agreement signed by the County acting by and through the Fulton County Board of Commissioners, and the City, signed by its duly authorized officers acting by and through the City.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals the day and year first above written.

SOUTH FULTON, GEORGIA

Attest:

for khalid kamau
Mayor

1/12/24
Corey Adams, Clerk
City of South Fulton, Georgia
(SEAL)

CITY OF SOUTH FULTON OFFICIAL SEAL EST. 2017 GEORGIA

ITEM# 6 DATE 1.9.2024

APPROVED AS TO FORM:

1/12/24
Vincent Hyman, City Attorney

FULTON COUNTY, GEORGIA

ATTEST:

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Tonya L. Grier, Clerk
Fulton County Board of Commissioners

BOARD OF COMMISSIONERS FULTON COUNTY Georgia FOUNDED, 1853

APPROVED AS TO FORM:

Y. Soo Jo
County Attorney

Joseph Barasoain
Fulton County Emergency Management

ITEM # 24-1082 RM 2.7.24
REGULAR MEETING

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ANIMAL CONTROL SERVICES BETWEEN FULTON COUNTY, GEORGIA AND CITY OF UNION CITY, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered this __ day of _____, 2023, by and between the City of Union City, Georgia (**"City"**), a municipal corporation, and Fulton County, Georgia (**"County"**), a constitutionally created political subdivision of the State of Georgia, herein after collectively referred to as the **"Parties"**.

WHEREAS, pursuant to the Georgia Constitution, Article IX, Section II, Paragraph I, counties and cities are prohibited from exercising governmental authority within each other's boundaries except by Intergovernmental Agreement; and

WHEREAS, there is a need to control rabies, investigate animal cruelty complaints, and investigate animal bites, operate an animal shelter and remove live or dead animals from within the corporate limits of the City; and

WHEREAS, the mission of Fulton County Animal Services is to provide a humane environment for Fulton County's homeless pets while enforcing the animal control laws of Fulton County, Georgia in a manner that reflects quality and professionalism; and

WHEREAS, in partnership with the Fulton County Animal Services contractor, additional services are provided such as veterinary care for animals including spay/neuters, pet adoptions, pet reclaims, volunteer programs, foster home programs, rescue group coordination and other life-saving programs on a twenty-four hour per day basis; and

WHEREAS, Fulton County Animal Control Officers (ACOs) are authorized to issue citations for violations of the Rabies and Animal Control Ordinances including, but not limited to, Leash Law, Tethering violations, Cruelty to Animals, Special Permits, Animal License, Animal Bites, Dangerous or Vicious Animals, Nuisance, Abandonment, Rabies Violations, Running at Large, Commercial Guard and Security Dogs, Animals as Prizes and Cruelty to Elephants; and

WHEREAS, the County and the City desire to enter into an Intergovernmental Agreement for the County to respond to citizens' requests for animal control services within the corporate limits of the City; and

WHEREAS, the City and the County entered into an Intergovernmental Agreement on or about July 1, 2014 as Fulton County Board of Commissioners Agenda Item #14-0641 ("Original Agreement") and pursuant to authority of the City for the purpose of authorizing Fulton County to provide animal control services to the City, by way of a contract with an animal control services vendor; and

WHEREAS the term of the Current Agreement is set to expire on December 31st, 2023, and the County and City desire to enter into a new Intergovernmental Agreement to maintain the same level of services for Five (5) year period commencing January 1, 2024 and the new terms (Articles) and conditions set forth herein; and

NOW THEREFORE, the City and the County, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

ARTICLE 1
PURPOSE AND INTENT

The purpose of this Agreement is to provide the vital and necessary animal control services functions for the County's homeless pets while enforcing the animal control laws of Fulton County, Georgia in a manner that reflects quality and professionalism. The Parties agree that:

1.1 The County agrees to provide animal control services, as may be requested by the City, through a contract with an animal control services vendor within the corporate limits of the City. The purpose of such service shall be to enforce the Georgia Animal Control Act, all County ordinances attendant thereto, and all ordinances of the City related to animal control services.

1.2 The County agrees to provide a response to requests made by the Police Department of the City for animal control services within the City in accordance with the time periods specified in the County's contract with its approved animal control services vendor. All calls for animal control services within the City received by the County that are not from the Police Department of the City shall be directed to the City's Police Department.

1.3 The County agrees to provide rabies control, investigate cruelty complaints and animal bites, operate an animal shelter, and remove live or dead animals from within the corporate limits of the City upon request made by the Police Department of the City and in accordance with the approved contract with the animal control services vendor. All calls to investigate cruelty complaints and animal bites within the City received by the County that are not from the Police Department of the City shall be directed to the City's Police Department.

1.4 The County agrees to provide the City courteous, efficient, and accessible Animal Control Services for emergencies, and non-emergencies for the term prescribed in this Agreement, consistent with the overall quality of services provided throughout the County.

ARTICLE 2
TERM OF AGREEMENT

The term of this Agreement is for Twelve (12) months from January 1, 2024 at 0000 hours through and concluding at 2400 hours on December 31, 2024 with Four (4) automatic renewals commencing on January 1 of each successive year. This Agreement shall terminate at 2400 hours on December 31, 2028.

At the conclusion of the last term (2400 hours on December 31, 2028), the City will be solely responsible for providing all animal control services within City boundaries, unless

extended by mutual agreement approved by both governing bodies. Any such change is subject to consideration and approval of the County Board of Commissioners and the governing body of the City.

The City and County do hereby agree that all the terms and conditions that are set out in this Agreement are material and enforceable during the entire agreed period of this Agreement.

The parties agree that the City and the County may, at any time, upon Sixty (60) days' notice, terminate this Agreement.

ARTICLE 3
COMPENSATION AND CONSIDERATION

The County has calculated the total program Annual Shared Costs as seen in Table 1. The payment amount for each jurisdiction will be based on its proportional monthly calls for service. The cost to the City will be based on classification and location of calls received by the animal control services vendor during the month of service. Each City will pay their percentage use of the total cost to operate the service based on the call information.

Table 1 – Shelter and Field Operations Services		
2024 Animal Services Contract Amount	$	9,080,000
Annual Maintenance and Operations Cost	$	1,625,840
Capital Repairs	$	500,000
Animal Cruelty Investigation and Prosecution Unit	$	287,000
Vehicle Replacement	$	270,000
Animal Services Administrator	$	177,000
Call Taking and Dispatch Services (24/7/365)	$	164,000
2024 Annual Shared Costs	$	12,103,840

The payment amount will be enforceable during the period of this agreement and all payments will be due within Sixty (60) days of the invoice date and should be sent to the following address:

Fulton County Animal Services
Attn: Joseph Barasoain
130 Peachtree Street SW
Suite G-157
Atlanta GA, 30303

Failure to remit payment to Fulton County within Sixty (60) days of the invoice date may result in the suspension of services to the City until such time as the payment is received or termination of the agreement.

For the Five (5) year Intergovernmental Agreement term with the City, a year-over-year

increase in the total Annual Actual Shared Costs will be applied to maintain program services and will keep pace with the actual rate of inflation.

ARTICLE 4
ENFORCEMENT & SERVICE RESPONSE

Animal Control Officer(s) (ACOs) will assist citizens and other public safety agencies who have requested help with domestic animal problems in a professional manner within their Area of Responsibility (AOR). ACO(s) shall respond to requests for services called in via the public or municipal partners and after these priority responses are met, the ACO(s) will patrol on a scheduled basis the area of designated responsibility.

ACO(s) will cite animal owners for violations of Fulton County Animal Control Ordinances, participate in the prosecution of such citations, and investigate and prepare reports regarding serious code violations.

The ACO(s) will impound stray dogs, and other animals that are subject to impoundment, and, when necessary, bring animals into the animal shelter under protective custody. All impounded animals will be held for a minimum of Seven (7) days unless reclaimed by their owner, transferred to rescue or adopted as provided in the Fulton County Animal Control Ordinance. The County will use all reasonable efforts to locate the owner of each animal prior to any disposition.

ACO(s) will also enforce the quarantine of animals that have bitten a person and enforce the regulations governing classified and/or dangerous animals, and inspect premises where animals are kept for sanitary conditions. ACO(s) will transfer any injured animals to the animal shelter, a veterinarian or ensure that the owner (if present) of the animal seeks medical treatment when necessary.

Animal Control Officers shall be dispatched so as to handle requests for service in a timely manner. Response to service requests shall be in the following priority:

1) Dog bites or animal attacks
2) Injured animals
3) Public Safety emergency calls
4) Quarantine violations
5) Cruelty to animals
6) Animals in custody
7) Loose animals
8) Animal welfare checks

The average response time to requests for service for priority 1, 2 and 3 shall be Forty-Five (45) minutes or less. "Response time" means that period of time between receipt of a service request by the selected vendor, and when an Animal Control Officer is dispatched and arrives at the location of the service request after being dispatched.

The average response time of all responses to priority 4 and 5 calls will be no greater than Four (4) hours. The average response time of all responses to priority 6, 7 and 8 calls will be no greater than Twenty-Four (24) hours.

At all times that there is not a regularly scheduled Animal Control Officer on duty, there shall be an on-call Animal Control Officer to respond to emergency priority 1, 2 and 3 calls.

Upon becoming aware of a possible violation, through requests for service, personal observation, analysis of records and data, or other method, ACOs shall conduct a thorough investigation. If after conducting a thorough investigation, the ACOs finds just and reasonable grounds to believe a violation was committed, then the appropriate citation and/or Notice of Violation shall be issued. Citations and/or Notices of Violation shall be issued consistent with Animal Control Ordinances and other applicable laws.

The ACOs will complete the thorough investigation of a possible violation within Seven (7) calendar days, unless a specific exception is documented in writing. The documentation shall state why the extension was needed and when the investigation was completed.

ARTICLE 5
TRANSITION

In the event of the termination or expiration of this Agreement, the County and the City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from County to the City to maintain the same high quality of services provided by this Agreement for the residents, businesses, and visitors of the City.

The County and the City agree that Ninety (90) days prior to the expiration of this Agreement, the City Administrator and County Manager (or his/her designee) will meet and confer to ensure a smooth transition.

ARTICLE 6
LIABILITY

The City, as the requestor of said services, further agrees that the City shall be responsible for all costs and damages stemming from all claims, actions, damages, liability and expenses from third-parties resulting from actions of its employees, agents, and operators. Notwithstanding anything to the contrary contained in this Agreement, the City's liability under this Agreement shall not include any claim arising from the gross negligence or willful misconduct of the County or its employees, agents or operators. Nothing herein shall be construed as a waiver of the County's sovereign immunity or any governmental immunity available to its officials, employees, or agents.

ARTICLE 7
TERMINATION AND REMEDIES

The City or the County may terminate this Agreement only for an event of default.

If an event or default occurs, in the determination of the City, the City shall notify the County in writing; specify the basis for the default and advise the County that the default must be cured to the City's reasonable satisfaction within a Sixty (60) day period. The City may grant additional time to cure the default, as the City may deem appropriate, without waiver of any of the City's rights, so long as the County has commenced curing the default

and is effectuating a cure with diligence and continuity during the Sixty (60) day period, or any longer period which the City prescribes.

If an event of default occurs, in the determination of the County, the County may notify the City in writing, specify the basis for the default and advise the City that the default must be cured to the County's reasonable satisfaction within a Sixty (60) day period; except that for events of default related to the payment of fees, the cure period is reduced to Thirty (30) days. The County may grant additional time to cure the default, as the County may deem appropriate, without waiver of any of the County's rights, so long as the City has commenced curing the default and is effectuating a cure with diligence and continuity during the Sixty (60) day period (30 days for payments) or any longer period which the County prescribes.

In the event that either party breaches a material term or condition of this Agreement, other than an event of default, the party in breach, upon receipt of a written request from the non-breaching party, shall remedy the breach within Thirty (30) days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching party may utilize the remedies of declaratory judgment, specific performance, mandamus, or injunctive relief to compel the breaching party to remedy the breach.

The parties reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

ARTICLE 8
AMENDMENTS

This Agreement may be modified at any time during the term only by mutual written consent of both parties.

ARTICLE 9
NOTICES

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested or by standard overnight carrier with tracking or signature required. Notices shall be addressed to the parties at the following addresses:

If to the County:

Richard "Dick" Anderson, County Manager
141 Pryor Street, SW, Suite 1000
Atlanta, Georgia 30303404-612-8335
404-612-0350 (facsimile)

With a copy to:
Y. Soo Jo, County Attorney
141 Pryor Street, SW, Suite 4038
Atlanta, Georgia 30303
404-612-0246
404-730-6324 (facsimile)

If to the City:

Sonja Fillingame, City Manager/Administrator
5047 Union Street
Union City, GA 30336
(770) 964-2288

With a copy to:

Union City, City Attorney
5047 Union Street
Union City, GA 30291
(770) 964-2288

ARTICLE 10
NON- ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 11
ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and agreement of the parties regarding the subject matter of the Agreement. Notwithstanding anything contained in this IGA, the obligation of the County and the City to make payments provided under this IGA shall be subject to approval and the annual appropriations of funds thereof by the governing body of the County and the City, and such obligation shall not constitute a pledge of the full faith and credit of the County or the City within the meaning of any constitutional debt limitation.

ARTICLE 12
GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Georgia. The obligations of the Parties to this Agreement are performable in Fulton County, Georgia and, if legal action is necessary to enforce the same, the parties agree exclusive venue shall lie in Fulton County, Georgia.

ARTICLE 13
SEVERABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effects as if the invalid provision or portion of the provision were not part of this Agreement.

ARTICLE 14
BINDING EFFECT

This Agreement shall insure to the benefit of, and be binding upon, the respective parties' successors.

ARTICLE 15
COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

This Agreement contains the entire agreement between the Parties, and no modification shall be binding upon the Parties unless evidenced by a subsequent written agreement signed by the County acting by and through the Fulton County Board of Commissioners, and the City, signed by its duly authorized officers acting by and through the City.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals the day and year first above written.

UNION CITY, GEORGIA

Vince Williams
Mayor

Attest:

Shandrella Freeman, Interim City Clerk
Shandrella Jewett, Clerk
City of Union City, Georgia
(SEAL)

APPROVED AS TO FORM:

City Attorney's Office

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya L. Grier, Clerk
Fulton County Board of
Commissioners

APPROVED AS TO FORM:

Y. Soo Jo
County Attorney

Joseph Barasoain
Fulton County Emergency
Management

ITEM # 24-0081 RM 2.7.24
REGULAR MEETING

GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, we recommend reporting this to the Department of Community Affairs.

COUNTY: FULTON COUNTY	**Service: Arts Grants**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):**Type Name of the single Government, Authority or Organization Here**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of the single Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

e.) ☒ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **Fulton County provides grants Countywide, and then Atlanta, Sandy Springs, Alpharetta, Roswell, and Johns Creek provide grants to agencies within their city limits.**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County	General Funds, Grants
Atlanta	General Funds, Grants
Sandy Springs	General Funds, Grants
Alpharetta	General Funds, Grants
Roswell	General Funds, Grants
Johns Creek	General Funds, Grants

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

We have added Sandy Springs, Roswell, and Alpharetta

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

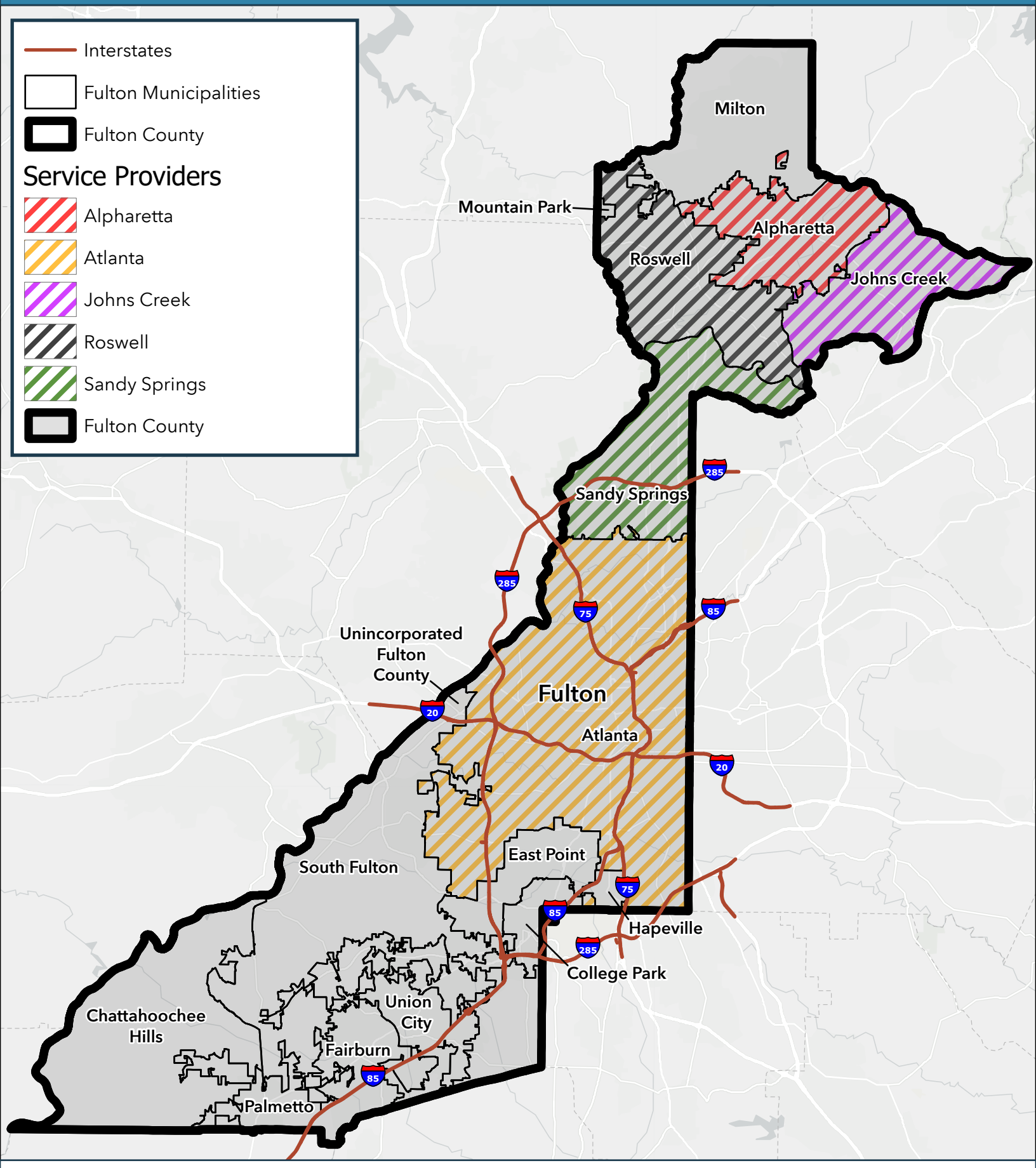
There are no contracts these are independent programs and services.

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

Fulton County - SDS 2026 Arts Grants Service Map



GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, we recommend reporting this to the Department of Community Affairs.

COUNTY: FULTON COUNTY	**Service: Arts, Culture, and Heritage Programs**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):**Type Name of the single Government, Authority or Organization Here**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of the single Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

e.) ☒ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **Fulton County will provide services Countywide and then the cities of Johns Creek, Union City, Roswell, Sandy Springs, South Fulton, Alpharetta, and Hapeville will provide services within their city limits.**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.



SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County, Alpharetta	General Funds, Grants
South Fulton, Sandy Springs	General Funds, Grants
Union City, Hapeville, Johns Creek	General Funds, Grants
Roswell	General Funds, Grants

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

Additional cities were added to the list

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

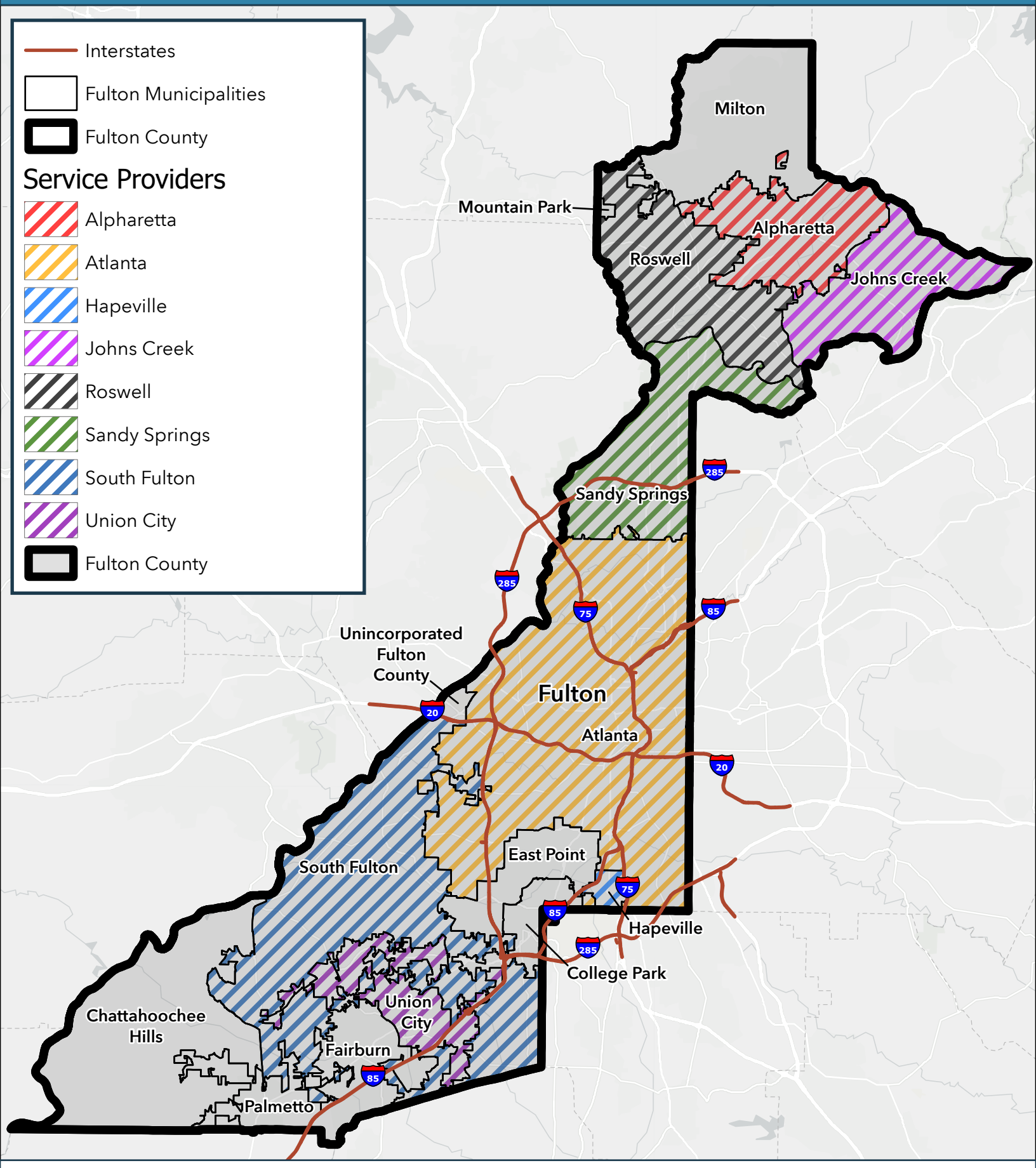
There are no agreement between jurisdictions for this service.

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

Fulton County - SDS 2026 Arts, Culture, and Heritage Programs Service Map



Docusign Envelope ID: 325BB9E1-991A-8501-82F5-FAB8694A7440

SANDY SPRINGS
GEORGIA

CONTRACT APPROVAL FORM (CAF)

New: ☒	**Amendment:** ☐	**Renewal:** ☐	**Change Order:** ☐	**Due Date: 09/18/2025**
Orgin/Dept: Performing Arts Center		**Funding Sources:** Fulton County Arts and Culture Contract for Services Grant		
Vendor #/Name:		**Amount of Contract** $23,512		**Duration: 01/01/2025-12/31/2025**

Project Description & Action Requested (Minutes or resolution/ordinance are attached/ previously executed change orders and their authorizing resolutions (if applicable)/original contract): To support the presentation of two performances: a headlining artist at the City of Sandy Springs' Blue Stone Arts and Music Festival on September 26, 2026, and Namari Dance Center's professional artists and students on June 19, 2026. **Fulton County will send contract for signature.**

Purchasing:	**Purchasing Manager:**
Contract prepared by	Signature
Signature	Name
Date	Date

Department: Contract has been reviewed for conformance to terms, costs, specifications, and scope of work. The date of completion or date of delivery is as agreed.

Staff (Name, Title): Signed by: Grants Administrator	**Staff (Name, Title):**
Signature Dabney Brand 74F005C8B8774CA...	Signature
Name Dabney Brand	Name
Date 9/4/2026	Date

Department Project Manager:	**Department Head:** Signed by: Executive Director Sandy Springs Performing Arts
Signature	*Signature* 43B0CE01CF0D4A9...
Name	Name William Haggett
Date	Date 9/4/2026

City Attorney's Office:	**CFO:**
The document has been reviewed as to form.	*Contract and CAF form have been reviewed and approved for budgetary purposes and financial impact.*
Signature Signed by: William Hansard EBCD495C0C774F6...	*Signature* Signed by: Toni Carlisle 3FAD16FC02854A5...
Name William Hansard	Name Toni Carlisle
Date 9/8/2026	Date 9/10/2026

Assistant City Manager(s):	**City Manager:**
Contract is approved.	*Contract is approved.* Signed by:
Signature	*Signature* Eden Freeman 75FB62BA3E7A433...
Name	Name Eden Freeman
Date	Date 9/11/2026

City Clerk: Retain and file original document if intergovernmental agreement, franchise agreement, lease agreement, property, purchase agreement, etc.

Attest Mayor's or City Manager's signature and seal.	Assign Contract Number and Note E-Verify Number
Signature Signed by: Raquel D. Gonzalez B013A1E305D0485...	**Administrative Assistant:**
Name Raquel D. Gonzalez	Initials Date
Date 9/14/2026	**Contract Number:** CA2026-200
	E-Verify Number:

GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, we recommend reporting this to the Department of Community Affairs.

COUNTY: FULTON COUNTY	**Service: Aviation**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):**Type Name of the single Government, Authority or Organization Here**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of the single Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

e.) ☒ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **Fulton County owns and operates the Fulton County Airport which is located in unincorporated Fulton County; and Atlanta owns and operates the Hartsfield-Jackson International Airport which is located in Atlanta and portions of College Park and Hapeville.**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.



SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Atlanta	Enterprise Funds, Grants
Fulton County	Enterprise Funds, Grants

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

Provide Details Here

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

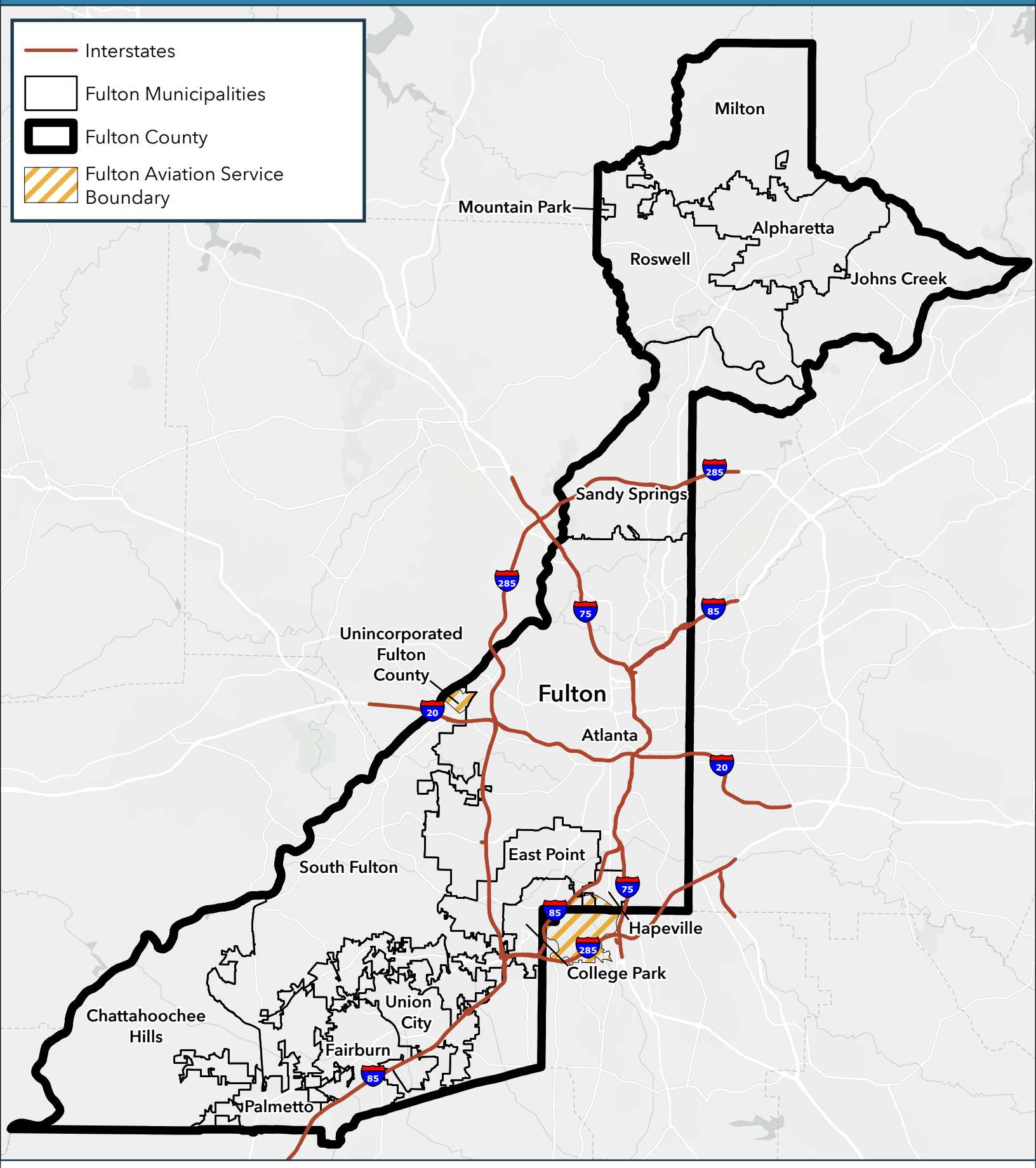
Provide Details Here

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

Fulton County - SDS 2026 Aviation Service Map



GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, we recommend reporting this to the Department of Community Affairs.

COUNTY: FULTON COUNTY	**Service: Behavioral Health/Mental Health**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):**Type Name of the single Government, Authority or Organization Here**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of the single Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

e.) ☒ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **Fulton County will provide behavioral health/mental health services countywide, and Johns Creek will provide limited services within their city limits**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County	Grants, General Funds, Fees
Johns Creek	Grants, General Funds, Fees

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

Added Johns Creek

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Name Agreement Here	List Contracting Parties Here	Effective - End
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Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

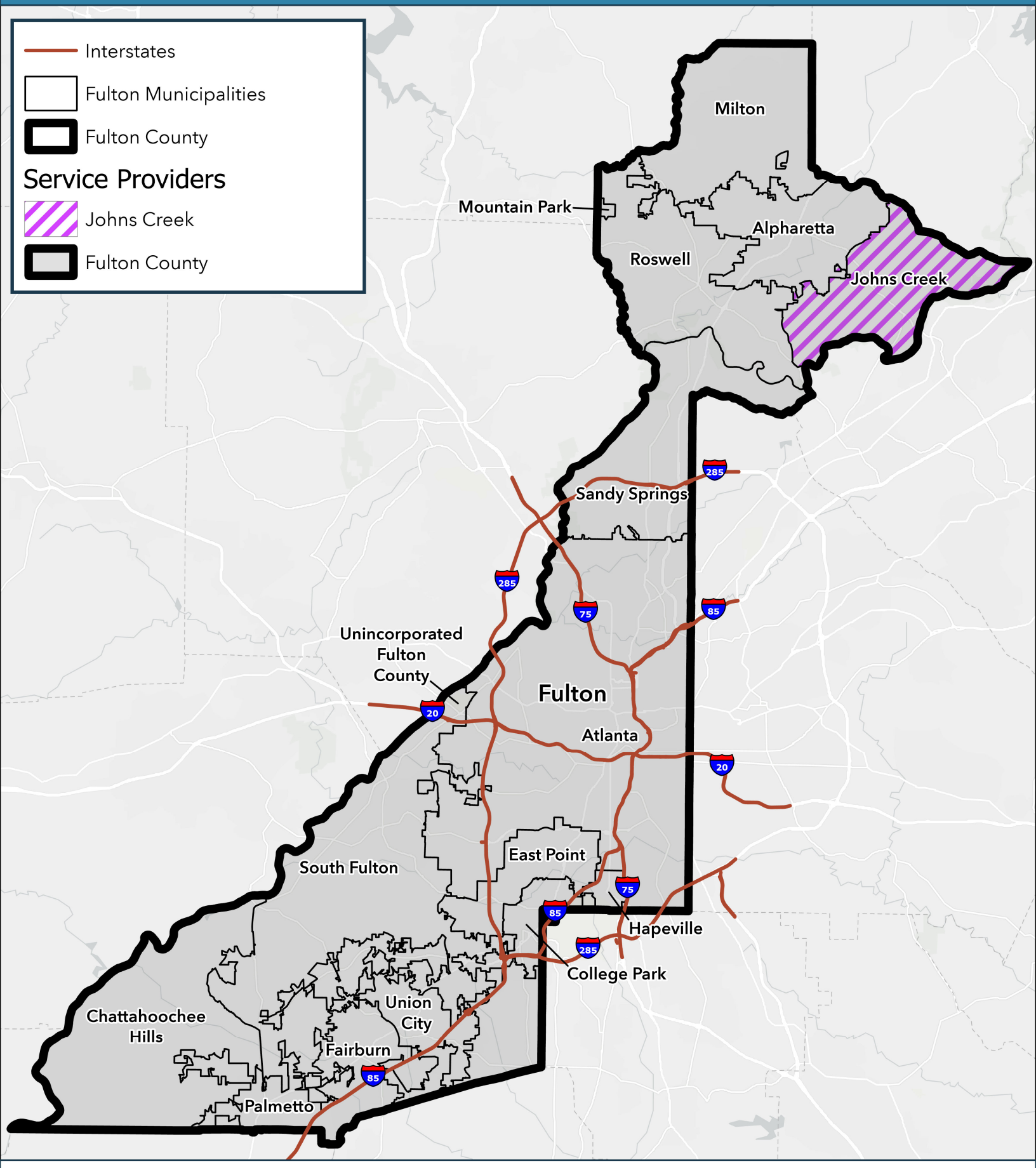
Not Applicable

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

Fulton County - SDS 2026 Behavioral Health/Mental Health Services Map



GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY: FULTON COUNTY	**Service: Board of Equalization**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☒ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):**Fulton County**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of the single Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

e.) ☐ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County	General Funds, Grants

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

Added as a service

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

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6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

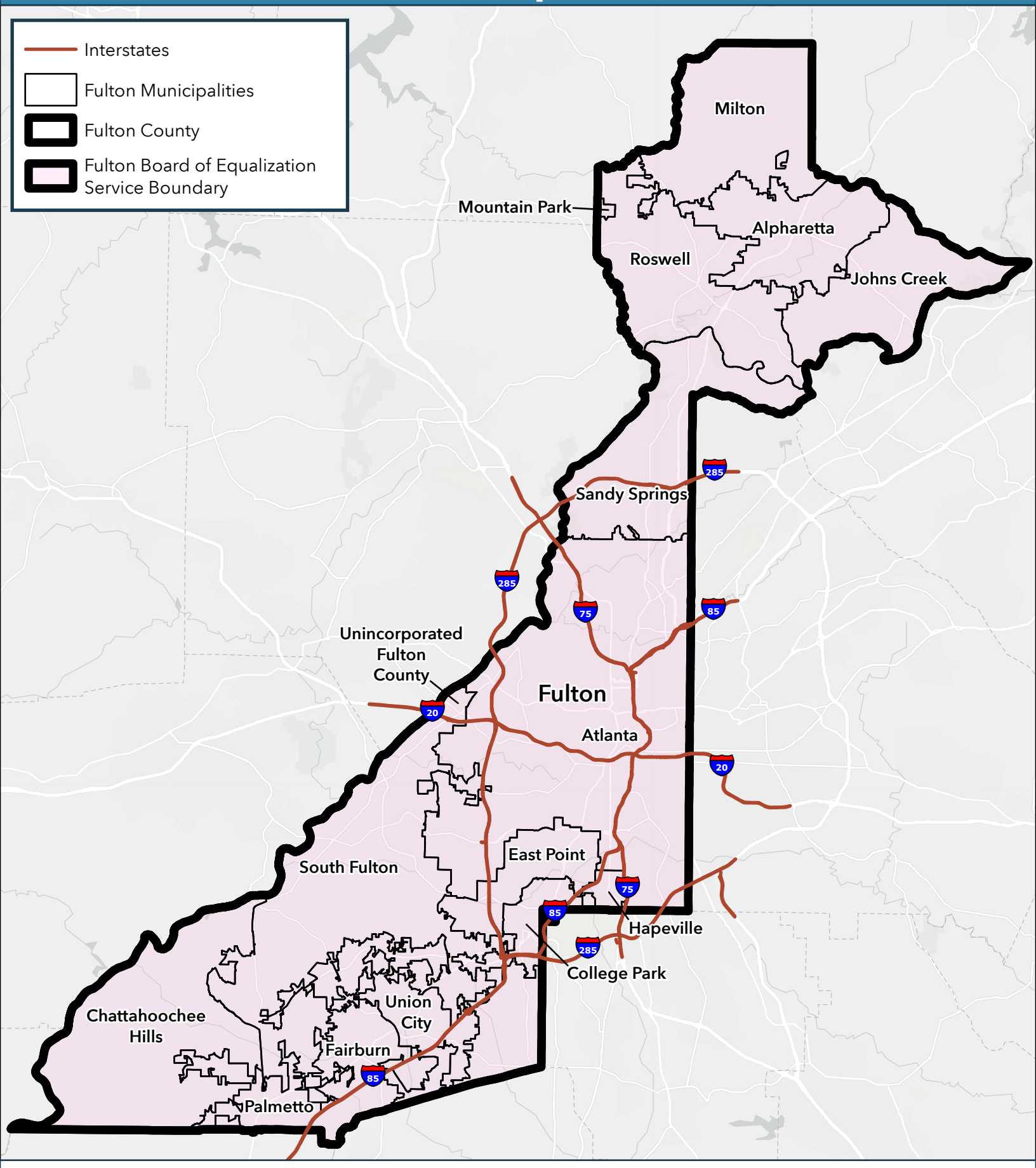
Not Applicable

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

Fulton County - SDS 2026 Board of Equalization Service Map



GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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COUNTY: FULTON COUNTY	**Service: Building Inspections & Permits**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):**Type Name of the single Government, Authority or Organization Here**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of the single Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Fulton County, Alpharetta, Atlanta, Chattahoochee Hills, South Fulton, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, Union City**

e.) ☐ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County, Alpharetta, Atlanta	General Funds, Fees (South Fulton Special Services District Funds for Fulton County)
Chattahoochee Hills, South Fulton	General Funds, Fees
College Park, East Point, Fairburn	General Funds, Fees
Hapeville, Johns Creek, Milton	General Funds, Fees
Mountain Park, Palmetto, Roswell	General Funds, Fees
Sandy Springs, Union City	General Funds, Fees

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

Added jurisdictions that got incorporated

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

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6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

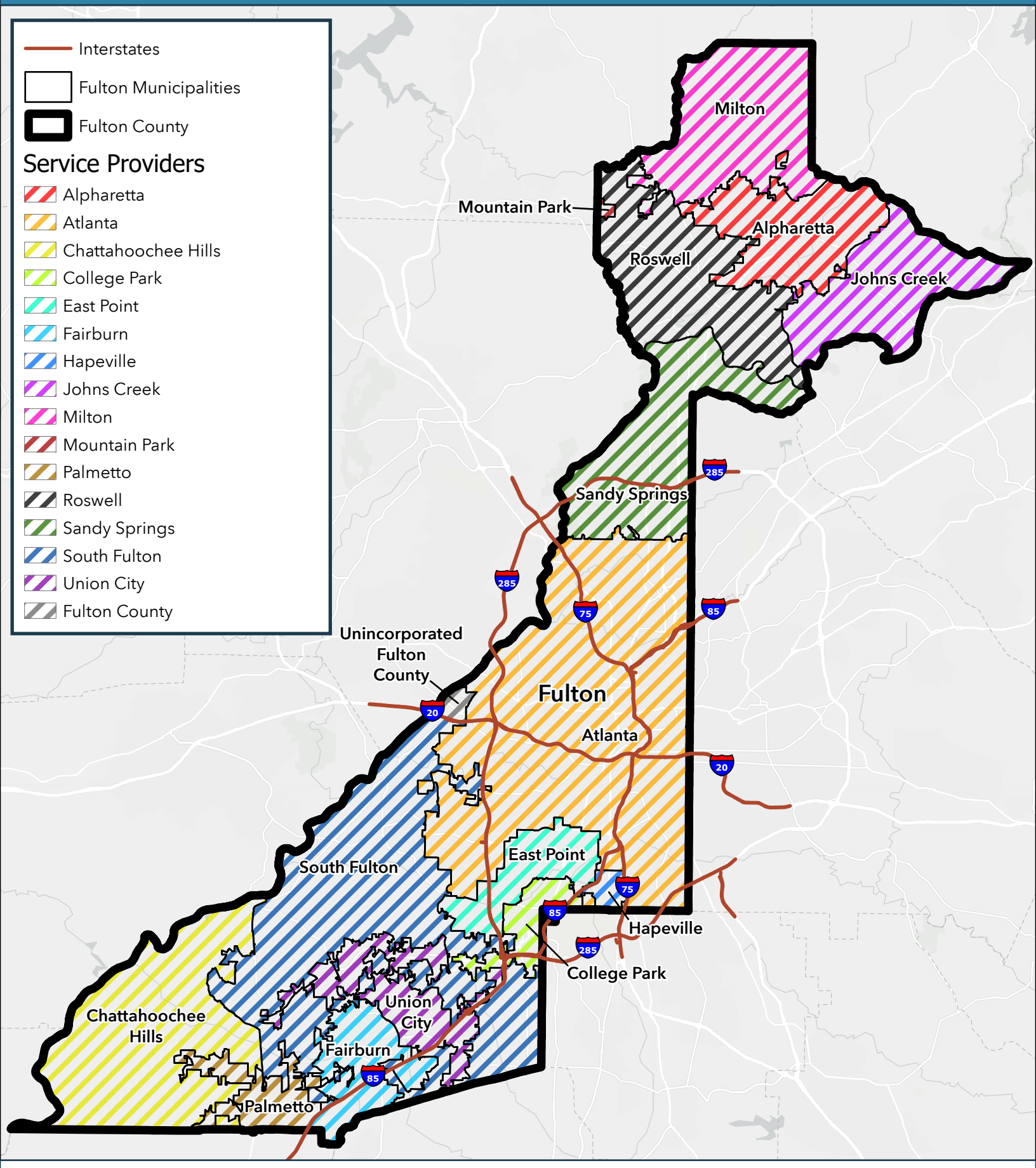
Not Applicable

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

Fulton County - SDS 2026 Building Inspections & Permits Service Map



FULTON COUNTY

GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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COUNTY: FULTON COUNTY	**Service: Building Maintenance**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):**Type Name of the single Government, Authority or Organization Here**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of the single Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Fulton County, Alpharetta, Atlanta, Chattahoochee Hills, South Fulton, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, Union City**

e.) ☐ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.



SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County, Alpharetta, Atlanta	General Funds, Grants
Chattahoochee Hills, South Fulton	General Funds, Grants
College Park, East Point, Fairburn	General Funds, Grants
Hapeville, Johns Creek, Milton	General Funds, Grants
Mountain Park, Palmetto, Roswell	General Funds, Grants
Sandy Springs, Union City	General Funds, Grants

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

Added jurisdictions that got incorporated

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Name Agreement Here	List Contracting Parties Here	Effective - End
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6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

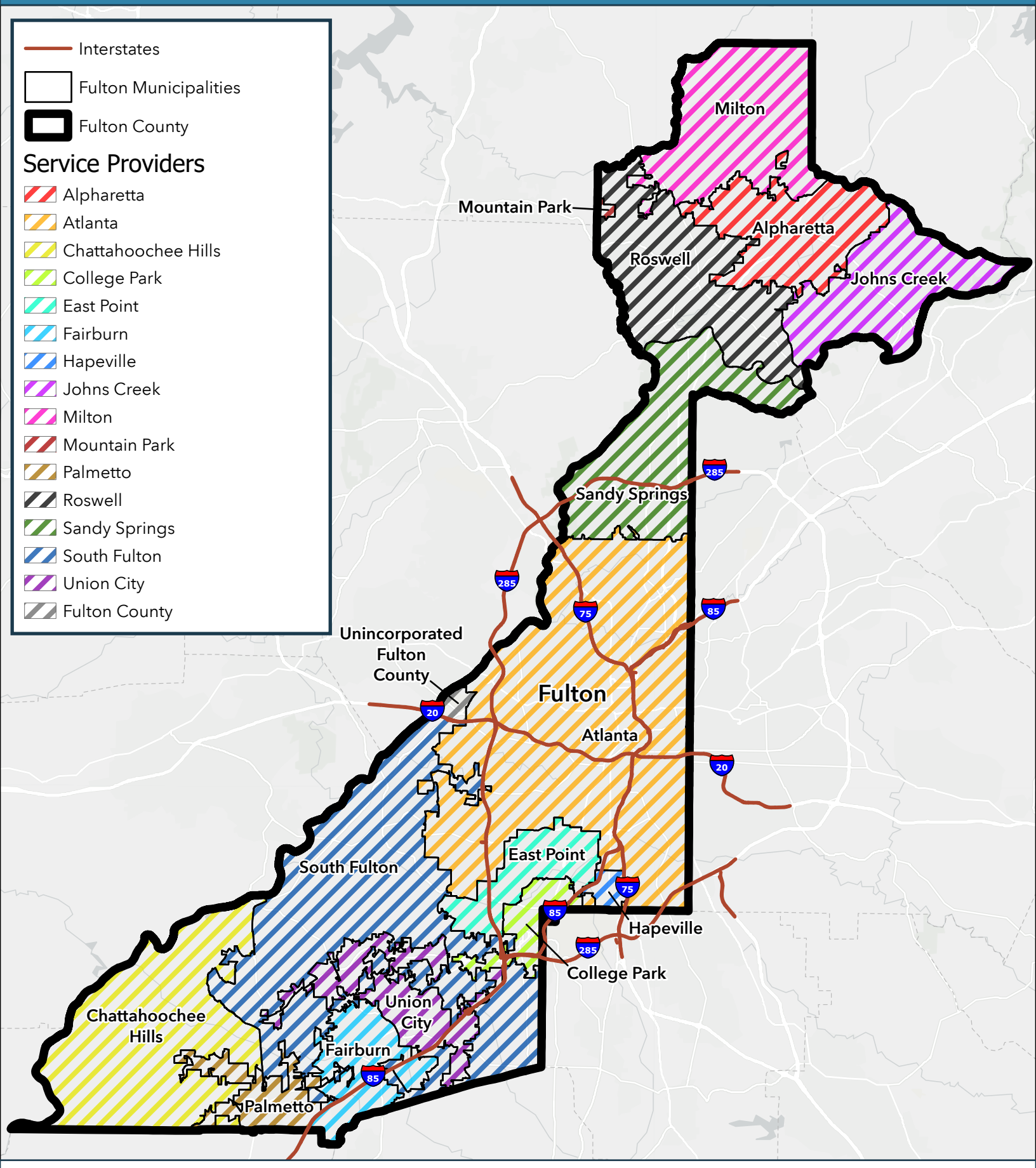
Not Applicable

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

Fulton County - SDS 2026 Building Maintenance Service Map



0 2.5 5 10 Miles

N

FULTON COUNTY

GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, we recommend reporting this to the Department of Community Affairs.

COUNTY: FULTON COUNTY	**Service: Children and Family Services/Youth Services**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):**Type Name of the single Government, Authority or Organization Here**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of the single Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

e.) ☒ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **Fulton County will provide the services countywide, and the cities of South Fulton, Union City, Milton, and Sandy Springs will provide services within the limits of their jurisdiction**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County	General Funds,Grants

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

Added as a service

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Name Agreement Here	List Contracting Parties Here	Effective - End
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6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

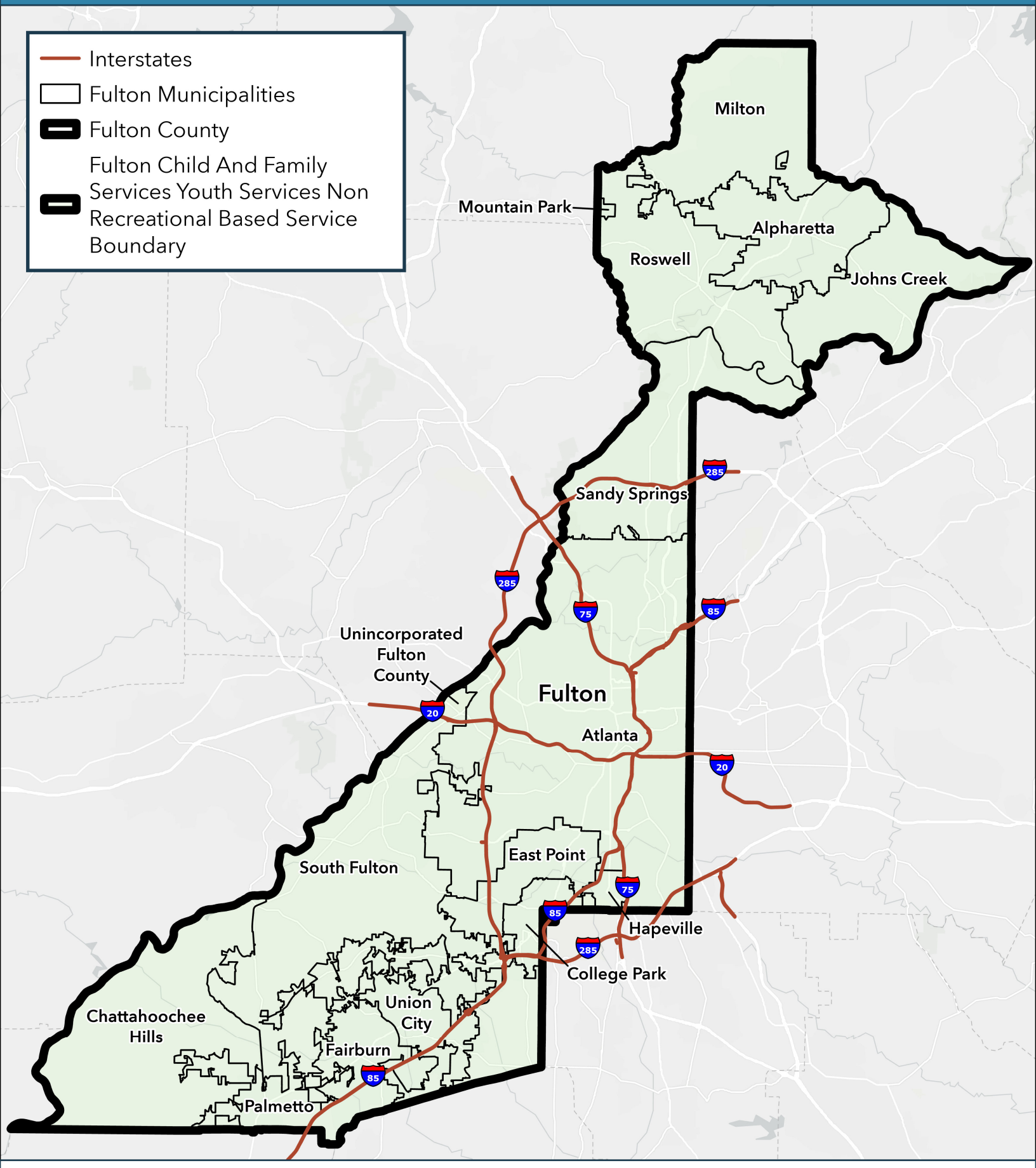
Not Applicable

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

Fulton County - SDS 2026 Child and Family Services/ Youth Services (Non-Recreation Based) Service Map



GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, we recommend reporting this to the Department of Community Affairs.

COUNTY: FULTON COUNTY	**Service: Code Enforcement**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):**Type Name of the single Government, Authority or Organization Here**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of the single Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Fulton County, Alpharetta, Atlanta, Chattahoochee Hills, South Fulton, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, Union City**

e.) ☐ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County, Alpharetta, Atlanta	General Funds, Grants, and Fees, Enterprise Funds and Special Services District Funds
Chattahoochee Hills, South Fulton	General Funds, Grants, and Fees
College Park, East Point, Fairburn	General Funds, Grants, and Fees
Hapeville, Johns Creek, Milton	General Funds, Grants, and Fees
Mountain Park, Palmetto, Roswell	General Funds, Grants, and Fees
Sandy Springs, Union City	General Funds, Grants, and Fees

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

Added jurisdictions that got incorporated

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
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6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

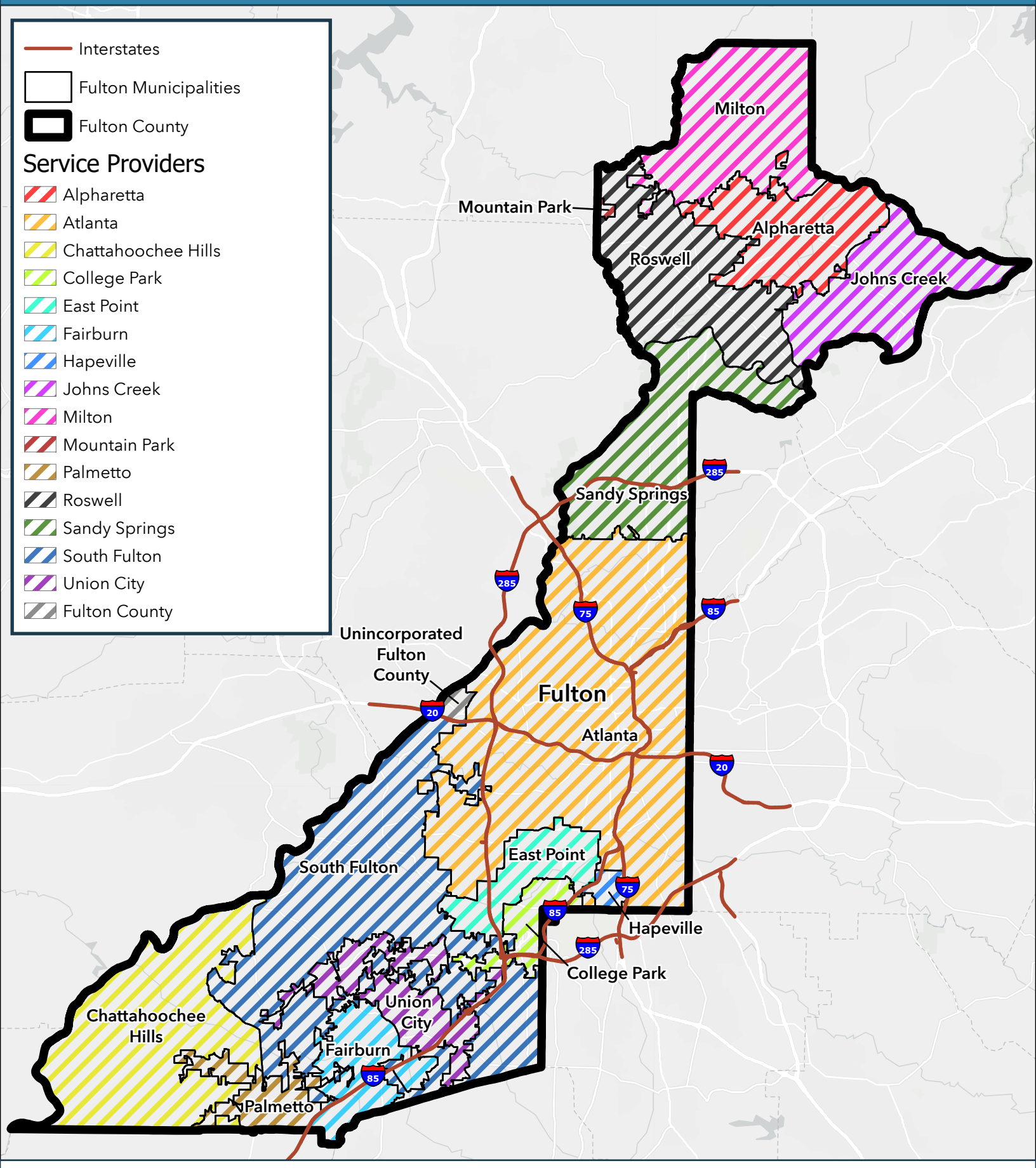
Not Applicable

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

Fulton County - SDS 2026 Code Enforcement Service Map



GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, we recommend reporting this to the Department of Community Affairs.

COUNTY: FULTON COUNTY	**Service: Communications (non 911)-Radio System**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):**Type Name of the single Government, Authority or Organization Here**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of the single Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

e.) ☒ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **Fulton County provides County-wide 800 MHz Radio; Atlanta provides 800 MHz radio within its city limits and to College Park; and the North Fulton Regional Radio System Authority provide a unified radio system to Roswell, Sandy Springs, Milton, and Alpharetta**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County, Alpharetta, Atlanta	General Funds, Grants, Enterprise Funds
Chattahoochee Hills, South Fulton	General Funds, Grants, Enterprise Funds
College Park, East Point, Fairburn	General Funds, Grants, Enterprise Funds
Hapeville, Johns Creek, Milton	General Funds, Grants, Enterprise Funds
Mountain Park, Palmetto, Roswell	General Funds, Grants, Enterprise Funds
Sandy Springs, Union City	General Funds, Grants, Enterprise Funds

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

Added additional cities since the last SDS

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Chattahoochee Hills IGA	Fulton County and Chatahoochee Hills	01/01/2023-12/31/2026
College Park IGA	Fulton County and College Park	01/01/2023-12/31/2026
Fairburn IGA	Fulton County and Fairburn	01/01/2023-12/31/2026
Hapeville IGA	Fulton County and Hapeville	01/01/2023-12/31/2026
Johns Creek IGA	Fulton County and Johns Creek	01/01/2023-12/31/2026
Palmetto IGA	Fulton County and Palmetto	01/01/2023-12/31/2026

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

Contracts will be renewed at the end of 2026 with any updates to fees for service for the next IGA set of terms.

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

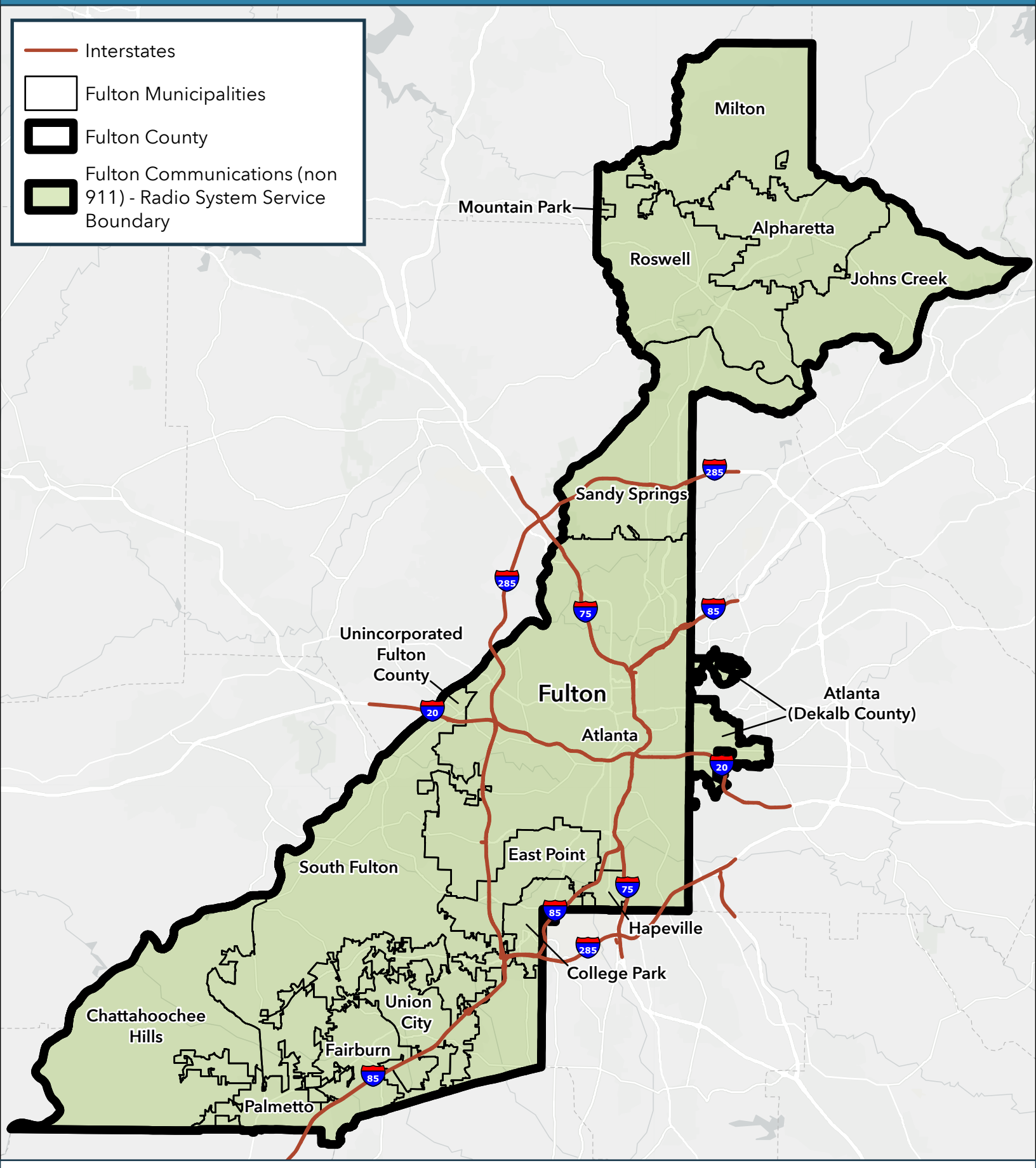
If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

SUPPLEMENTAL PAGE TO FORM 2 – Communications Radio (Non-911)

Agreements Continued:

Agreement Name	Contracting Parties	Effective and Ending Dates
South Fulton IGA	Fulton County and City of South Fulton	01/01/2023-12/31/2026
Union City IGA	Fulton County and Union City	01/01/2023-12/31/2026
Radio IGA for the North Fulton Cities	Alpharetta, Milton, Roswell, Sandy Springs	01/28/2013 – Auto Renew
Milton-Alpharetta - Hexagon - IGA	Milton and Alpharetta	11/17/2023- 10 years

Fulton County - SDS 2026 Communications (non 911) - Radio System Service Map



INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF
Computer-aided dispatch and
Police Records Management Systems
BETWEEN
THE CITY OF ALPHARETTA, GEORGIA AND
THE CITY OF MILTON, GEORGIA

This INTERGOVERNMENTAL AGREEMENT ("Agreement"), by and between the City of Alpharetta, a Georgia municipal corporation ("Alpharetta"), and the City of Milton, a Georgia municipal corporation ("Milton") (collectively, the "Parties") is entered into on December 4, 2023 by the terms hereof:

WITNESSETH:

WHEREAS, Article IX, Section II, Paragraph III of the Georgia Constitution allows municipalities to provide police and fire protection services and to extend those services to other jurisdictions pursuant to a contract with the affected jurisdictions;

WHEREAS, Article IX, Section III, Paragraph I of the Georgia Constitution allows municipalities to contract with one another in intergovernmental agreements for the provision of any services authorized by law;

WHEREAS, the Parties intend to contract under the authority set forth above rather than create a "mutual aid agreement" pursuant to O.C.G.A. § 36-69-1 *et seq.* or a "joint authority" pursuant to O.C.G.A. § 46-5-138;

WHEREAS, Alpharetta and Milton have maintained an excellent working relationship with shared agency Computer Aided Dispatch (CAD) and Records Management Systems (RMS) since October 2010;

WHEREAS, Alpharetta has undertaken an upgrade and replacement of the existing CAD and RMS through a fully vetted competitive bid process;

WHEREAS, Alpharetta and Milton desire to enter into this Agreement for Alpharetta to provide CAD and RMS access, including access to CAD records, RMS, and field-based reporting services (Mobile);

WHEREAS, this Agreement establishes the cost of services;

WHEREAS, Alpharetta and Milton desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, Alpharetta and Milton have authorized the execution of this Agreement through appropriate Resolutions adopted by their respective governing bodies.

NOW, THEREFORE, in consideration of the following mutual obligations, Alpharetta and Milton agree as follows:

ARTICLE 1 PURPOSE AND INTENT

This Agreement aims to provide for the vital and necessary reporting of police and fire activity from computer-aided dispatch records and police incident and accident reports through a cooperative purchasing agreement by and between Alpharetta and Milton. This will allow the Parties to better provide and execute public safety services to its citizens.

Milton agrees to abide by the terms provided in the attached Change Order provided Exhibit A. Accordingly, Alpharetta agrees to provide Milton with courteous, efficient, and accessible CAD / RMS capabilities, licensing, and support for the term of the agreement. This Agreement sets forth the Parties' responsibilities regarding the services to be performed.

ARTICLE 2 DEFINITIONS

For the purposes of this Agreement, the following terms shall be defined as:

CAD Records means access to and reporting from Computer-aided dispatch event history for emergency calls for service, non-emergency calls, and other associated emergency services activities for both Police and Fire.

Police Records Management System (RMS) means the official written record of criminal activity, accident report, Officer Activity, or other official written record of police activity.

Calls For Service means response activities generated and recorded within the Computer Aided Dispatch system.

NIBRS means the National Incident-Based Reporting System as published by the Federal Bureau of Investigation under the Department of Justice.

GIS means Geographic Information Systems, which is the mapping functionality provided by ESRI, Inc.

ARTICLE 3 TERM OF AGREEMENT

1. **Term**. This Agreement shall commence immediately upon the execution of this document and shall expire ten (10) years from the date of execution, subject to any provision or modifications contained within the underlying agreement. At the conclusion of this term, each party will be solely responsible for providing CAD and Police records for the respective agencies unless this Agreement is extended by mutual agreement approved by the governing bodies of both parties.

2. **Termination of Agreement for Cause**. Either party may terminate this Agreement if the other party fails to perform in accordance with the provisions of the Agreement or the breaching party does not cure such default to the reasonable satisfaction of the non-breaching party within thirty (30) days of prior written notice to the other party.

3. **Termination for Convenience**. Notwithstanding any other provisions, either party may terminate this Agreement for its convenience with twelve (12) months'

written notice of termination to the other party. Upon termination for convenience, either party waives any claims for damages, including any loss or replacement cost.

ARTICLE 4 PAYMENT

1. Alpharetta shall retain ownership of the software license and, therefore, shall be solely responsible for the accounts payable to the vendor. Alpharetta shall provide initial customer support and all communications with the vendor. Alpharetta shall invoice Milton any and all fees based on licenses, cloud-based fees, and support costs based on the Change Order.

2. Milton shall tender payment to Alpharetta based on all fees as provided in the Change Order provided on Exhibit A on a net 30 basis.

ARTICLE 5 CAD, RMS, Mapping systems, Cloud Access

Milton, working with and through the City of Alpharetta Department of Public Safety, will have access to the following:

a) Cloud-based Computer-aided dispatch (view Only) Records for the purposes of research and documentation;

b) Cloud-based Police Records Management system, which is fully NIBRS and FBI NIBRS compliant;

c) Mobile dispatch system to facilitate the response and reporting of activities from the Police and Fire units operating in the field;

d) Training resources; and

e) Input into the configuration and user-based procedural programming of the system.

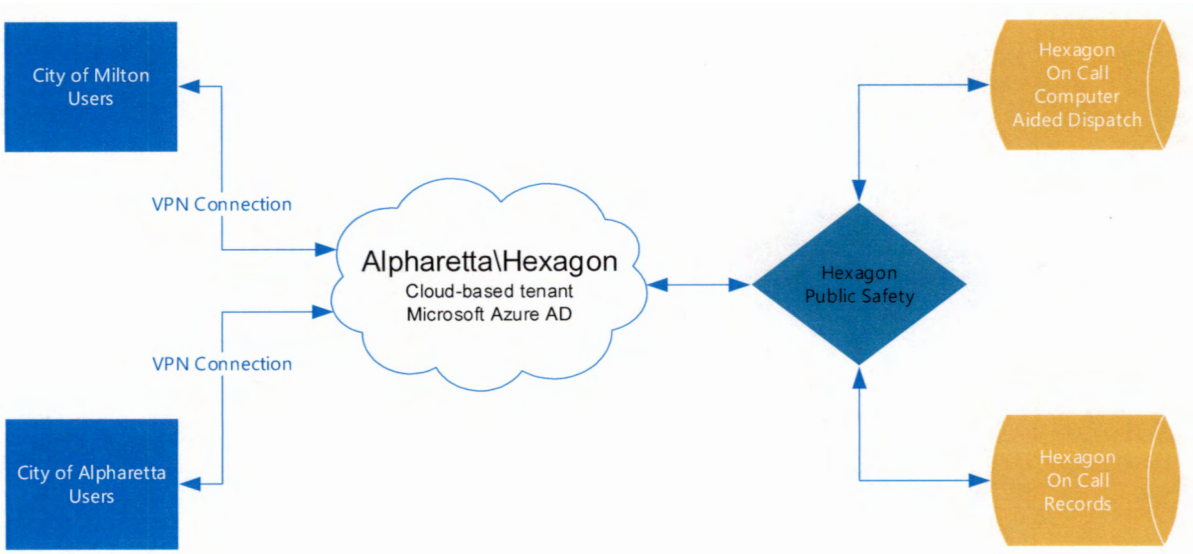
An integral part of current CAD/RMS systems is the availability of GIS/mapping. Milton agrees that GIS personnel from Milton will work closely with Alpharetta GIS personnel to ensure a compliant, up-to-date, functional GIS mapping system utilizing ESRI mapping in the World Geodetic System 1984 (also known as WGS84) projections.

As the applications covered by this agreement are cloud-based, utilizing current active directory technology provided by Microsoft Azure Active Directory, each municipality shall be independently responsible for:

a) Establish independent connectivity to the Alpharetta\Hexagon cloud-based tenant in Microsoft Azure AD using a VPN or a provider circuit.

b) Manage independent identities and synchronize those identities to the Alpharetta\Hexagon cloud-based tenant using Microsoft Azure AD.

c) Ensure identity management and authentication meet CJIS standards and cybersecurity best practices.



ARTICLE 6 EMPLOYMENT STATUS

All Alpharetta personnel assigned under this Agreement are and will continue to be employees of the City of Alpharetta for all purposes, including but not limited to duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation, and disciplinary functions.

In the event Milton's Police Chief or Fire Chief becomes dissatisfied with the performance of any sworn or civilian personnel performing functions pursuant to this project or process on behalf of Milton, he/she shall discuss the concerns with the Alpharetta Public Safety Director.

ARTICLE 7 RECORD KEEPING AND REPORTING

The Alpharetta Department of Public Safety Records Section is the central repository for all records pertaining to emergency dispatch and shall make available public records as defined by the Georgia Open Records Act, O.C.G.A. § 50-18-70, et seq. during the term of this Agreement.

Except as limited by any state or federal law provision, Milton may request, review, and access data and Alpharetta records at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 8 ANCILLARY SERVICES

Alpharetta provides a variety of ancillary services incumbent on a large metropolitan public safety answering point. These services will be provided to Milton pursuant to this Agreement, the consideration for which has been included as part of the payment provided in Article 4 and shall include technical operations, administration, quality assurance and training, cost allocation, facilities maintenance, fiscal management, general operating supplies, human resources, information systems, maintenance, public information, purchasing, utilities and other critical services attendant to the operation of a records management system.

Various operational guidelines, procedures, and support function responsibilities shall be established cooperatively between the Alpharetta Director of Public Safety or designee and the Milton Chiefs of Police and Fire or designee(s) pursuant to a memorandum of understanding with regard to function and levels of mutually beneficial support from and to various city departments referenced in this Section 8 in the paragraph above.

ARTICLE 9 ALPHARETTA-MILTON RELATIONS

The Alpharetta Public Safety Director, or his/her designee, will work side by side with the City of Milton's Police Chief, or his/her designee, and Fire Chief, or his/her designee, to facilitate a functional system mutually beneficial to all parties involved.

ARTICLE 10 TRANSITION

In the event of the termination or expiration of this Agreement, Alpharetta and Milton shall cooperate in good faith in order to effectuate a smooth and harmonious transition and maintain the same high quality of CAD and RMS records pursuant to this Agreement for the residents, businesses, and visitors of Alpharetta and Milton.

The Alpharetta Public Safety Director or his/her designee shall present a summary report to the Milton City Council within sixty (60) days of the conclusion of this Agreement to facilitate the transition to Milton's CAD / RMS records system.

Alpharetta and Milton agree that ninety (90) days prior to the expiration of this Agreement, the Alpharetta Public Safety Director and Milton's Police Chief and Fire Chief will meet and confer to effect a smooth transition.

ARTICLE 11 INDEMNIFICATION

The Parties intend to be covered under the auspices of the immunity granted by O.C.G.A. § 46-5-131.

Only to the extent permitted by law and in the event O.C.G.A. § 46-5-131 is deemed inapplicable, shall Milton defend, indemnify, and hold harmless Alpharetta and its officers, employees, or agents from any and all liability, losses, or damages, including attorneys' fees and costs of defense, which Alpharetta or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by Milton, its employees, officers and agents. Alpharetta shall promptly notify Milton of each claim, assert all statutory defenses, cooperate with Milton in the defense and resolution of each claim, and not settle or otherwise dispose of the claim without Milton's participation.

Only to the extent permitted by law and in the event O.C.G.A. § 46-5-131 is deemed inapplicable, shall Alpharetta defend, indemnify and hold harmless Milton and its officers, employees, or agents from any and all liability, losses, or damages, including attorneys' fees and costs of defense, which Milton or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by Alpharetta, its

employees, officers, and agents. Milton shall promptly notify Alpharetta of each claim, assert all statutory defenses, cooperate with Alpharetta in the defense and resolution of each claim, and not settle or otherwise dispose of the claim without Alpharetta's participation.

The immunity and indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement, provided the claims are based upon actions that occurred during the performance of this Agreement.

ARTICLE 12 EVENT OF DEFAULT

An event of default shall mean a material breach of this Agreement.

An event of default by Alpharetta will occur should the following events arise:

a) Alpharetta repeatedly disregards local priorities established in the memorandum contemplated in Article 8.

b) Alpharetta does not maintain sufficient personnel to support and maintain the CAD / RMS.

c) Alpharetta consistently fails to meet the levels of service outlined in Article 5, which failure has been communicated in writing by the action of the Milton City Council to the Alpharetta City Council on more than one occasion.

An event of default by Milton will occur should the following events arise:

a) Milton fails to timely remit payment as contemplated in Article 4.

b) Milton does not maintain sufficient personnel to support and maintain the CAD / RMS.

c) Milton fails to assign or dedicate an employee or agent for the operation and implementation of CAD / RMS.

d) Milton fails to fully participate and cooperate, as may be necessary, in any configuration or user-based programming of the systems mentioned herein and described *supra.*

e) Milton's GIS personnel fail to operate, coordinate, and interact with Alpharetta's GIS personnel in a good faith manner to establish and implement GIS functionality.

ARTICLE 13 OPPORTUNITY TO CURE, TERMINATION, AND REMEDIES

Alpharetta or Milton may terminate this Agreement pursuant to an event of default not otherwise cured, or the term of this Agreement expires or terminates as contemplated in Article 3.

If Milton determines that Alpharetta has defaulted under the terms of this Agreement, Milton shall notify Alpharetta in writing and within a reasonable time after Milton has been made

aware of the default. Such notice shall specify the basis for the default and advise Alpharetta that the default must be cured to Milton's reasonable satisfaction within a 60-day period. Milton may grant additional time to cure the default, as Milton may deem appropriate, without waiver of any of Milton's rights, so long as Alpharetta has commenced curing the default and is effectuating a cure with diligence and continuity during the 60-day period, or any longer period which Milton prescribes.

If Alpharetta determines that Milton has defaulted under the terms of this Agreement, Alpharetta shall notify Milton in writing and within a reasonable time after Alpharetta has been made aware of the default. Such notice shall specify the basis for the default and advise Milton that the default must be cured to Alpharetta's reasonable satisfaction within a 60-day period, except that for events of default related to the payment of fees, the cure period is reduced to 30 days. Alpharetta may grant additional time to cure the default, as Alpharetta may deem appropriate, without waiver of any of Alpharetta's rights, so long as Milton has commenced curing the default and is effectuating a cure with diligence and continuity during the 60-day period (30 days for payments) or any longer period which Alpharetta prescribes.

In the event that either party breaches a material term or condition of this Agreement, other than an event of default, the party in breach, upon receipt of a written request from the non-breaching party, shall remedy the breach within thirty (30) days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching party may utilize the remedies of declaratory judgment, specific performance, mandamus, or injunctive relief to compel the breaching party to remedy the breach.

The Parties reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

ARTICLE 14 AMENDMENTS

This Agreement may be modified at any time during the term by mutual written consent of both parties.

ARTICLE 15 NOTICES

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the City of Alpharetta:

Chris Lagerbloom, City Administrator
2 Park Plaza
Alpharetta, Georgia 30009
(678)297-6000

With a copy to:

City Attorney for the City of Alpharetta
Jarrard & Davis, LLP

222 Webb Street
Cumming, Georgia 30004

If to the City of Milton:

Steven Krokoff, City Manager Milton City Hall
2006 Heritage Walk
Milton, Georgia 30004
(678)242-2500

With a copy to:

City Attorney for the City of Milton
Jarrard & Davis, LLP
222 Webb Street
Cumming, Georgia 30004

ARTICLE 16 NON-ASSIGNABILITY; LIMITED THIRD-PARTY RIGHTS

Neither party may assign any of the obligations or benefits of this Agreement. Except to the extent expressly provided in other Articles of this Agreement, this Agreement shall be exclusively for the benefit of Alpharetta and Milton. This Agreement shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.

ARTICLE 17 ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and agreement of the parties regarding the subject matter of the Agreement.

ARTICLE 18 SEVERABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

ARTICLE 19 BINDING EFFECT

This Agreement shall inure to the benefit of, and be binding upon, the respective Parties' successors.

ARTICLE 20 COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

ARTICLE 21 E-VERIFY AND TITLE VI COMPLIANCE

In performing their duties under this Agreement, each party agrees that it will comply with all

E-Verify and Title VI requirements and execute any required documents related to such compliance. Further, each party agrees that any contracts for work completed pursuant to this Agreement shall contain all required E-Verify and Title VI requirements under applicable law.

ARTICLE 22 NO WAIVER OF SOVEREIGN OR PERSONAL IMMUNITIES

Nothing contained in this Agreement shall be construed to be a waiver of Alpharetta's or Milton's sovereign immunity or any individual's qualified good faith or official immunities.

(Rest of page intentionally left blank)

(Signatures on following page)

IN WITNESS WHEREOF, Alpharetta and Milton have executed this Agreement through their duly authorized officers on the day above written.

CITY OF MILTON, GEORGIA

By: _____
Peyton Jamison, Mayor

ATTEST:

By: _____
Steve Krokoff, City Manager

Approved to form:

By: _____
~~Ed Howden~~, City Attorney
KEN JARRARD

(Signatures continued on following page)

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

ATTEST:

By: _____
Chris Lagerbloom, City Administrator

Approved to form:

By: _____
~~Ed Howden~~, City Attorney
Molly Esswein

Exhibit A
Change Order

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CHANGE ORDER / CHANGE REQUEST

HEXAGON

CUSTOMER NAME:	City of Alpharetta, GA	
CUSTOMER ADDRESS:	2 Park Plaza Alpharetta, GA 30009	
HEXAGON ENTITY:	Safety, Infrastructure & Geospatial	
DATE:	November 13, 2023	
CHANGE ORDER NUMBER:	1	
CHANGE ORDER TITLE:	ADD City of Milton, GA	
ORIGINAL PO / CONTRACT NUMBER:	23000700 / 22-115, Addendum #1	
CURRENT CONTRACT VALUE:	$2,429,290.00	Includes Extended Warranty, excludes taxes
REVISED CONTRACT VALUE:	$2,670,827.18	Includes Extended Warranty, excludes taxes
CHANGE ORDER PRICE:	241,537.18	
CURRENCY:	U.S. Dollars	

OTHER HEXAGON INFORMATION:

QUOTE NUMBER:	2023-56256
QUOTE & CHANGE REQUEST EXPIRATION DATE	November 30, 2023
PROJECT MANAGER:	Greg Giurintano
SALES CONTACT:	Alexandrea Cohen
PROJECT NUMBER:	ALP01

WHEREAS, the customer named above (hereafter "Customer") and the Intergraph Corporation, through its Hexagon Safety, Infrastructure & Geospatial division, (hereafter "Hexagon") have entered into the agreement named above for products and/or services (hereafter "Agreement");

WHEREAS, the Customer and Hexagon desire to amend the Agreement, as set forth below in this Change Order/Change Request (hereafter "Change Order" or "Change Request"), in consideration for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged;

NOW THEREFORE, the parties intending to be legally bound, hereby agree as follows:

I. DESCRIPTION OF CHANGE:

This Change Order makes the following revisions to this contract:

— Adds Software, Services and associated Maintenance for the City of Milton,GA as an additional agency to the system. First-year Recurring fee on Cloud Program Subscription software begins upon delivery of the license keys to Customer and Third Party Software Maintenance contemplated by this Change Order begins upon production use of such software.

--- Adds additional Training Services for the City of Milton, GA. Change Order includes one (1) OnCall Records Train-the-Trainer class and one (1) OnCall Dispatch Mobile Unit Train-the-Trainer class.

ASSUMPTIONS:
> With the exception of the two Train-the-Trainer classes noted above, the Change Order does not include any additional or separate tasks for the City of Milton, GA as Milton resources will participate in the tasks defined in the Alpharetta Statement of Work, dated March 27, 2023.
> The number of attendees for training sessions will remain the same as specified in Attachment D - Training Curriculum in the Statement of Work, dated March 27, 2023.
> The City of Milton will use the Alpharetta defined configurations for OnCall Dispatch and OnCall Records
> Hexagon is not responsible for entering Milton Agency data information to OnCall Records
> Change Order assumes the City of Milton will cutover at the same time as Alpharetta.
> Annual recurring fee will be adjusted based on this Change Order

The detailed technical or functional revisions to the contract are described below or in the separately attached Statement of Work (SOW):

Change Order delivery details

Delivery date	*To be scheduled upon Change Order execution*
Handling priority	*No Change*
Acceptance criteria	*No Change*
Required deliverables by Customer	*No Change*
Documentation and Training	*Attachment A - Statement of Work - Additional Training*
Changes to contract schedule	*No Change*
Guarantee and Warranty changes	*No Change*
Liability and reliability changes if any	*No Change*

Milestone payments as a result of this change order are revised as follows:

Change Order Payment Milestone #1 in the amount of $58,457.47 is due upon Change Order execution

Change Order Payment Milestone #2 in the amount of $53,800.83 is due upon completion of Attachment A: SOW Additional Training

Subscription fee amount for the first year of the Cloud Program is $129,278.88 and is due in accordance with the Master Terms.

Total amount to be paid for Change Order is $241,537.18

Check One

☑ **This Change Order does affect the contract value. All other Terms and Conditions remain unchanged and all Intellectual Property Rights covered by this Order/Request remain with Intergraph.**

☐ **This Change Order does not affect the contract value. Funds in the Customer Credit Balance may be used toward the purchase of future Intergraph software or services. All other Terms and Conditions remain unchanged and all Intellectual Property Rights covered by this Order/Request remain with Intergraph.**

II. CHANGE ORDER DETAILS

Items Added to Contract:

Contract Line Item#	ITEM DESCRIPTION	Part #	QTY	UNIT COST	TOTAL COST
	One-time Project Services				$48,694.87
	On-Call Records Train-the-Trainer				$22,422.43
	OnCall Dispatcher Mobile Unit Training				$31,378.40
	Licensing:				
	HxGN OnCall Dispatch - Viewer - Cloud (12 Month Subscription) **Included in Cloud Program program subscription fee*	HCL1166	5		
	HxGN OnCall Dispatch - Mobile Unit - Cloud (12 Month Subscription) *Included in Cloud Program subscription fee	HCL1202	25		
	HxGN OnCall Dispatch - Mobile Responder Client - Cloud (12 Month Subscription) *Included in Cloud Program subscription fee	HCL3209	3		
	HxGN OnCall Analytics - Viewer - Cloud (12 Month Subscription) *Included in Cloud Program subscription fee	HCL2310	5		
	HxGN OnCall Records - Concurrent User License - Cloud (12 Month Subscription) *Included in Cloud Program subscription fee	HCL0140	25		
	HxGN OnCall Analytics - Author - Cloud (12 Month Subscription) *Included in Cloud Program subscription fee	HCL2311	1		
	Trancite Easy Street Draw	THRDSW001	1	$5,200.00	$5,200.00
	CommSys ConnectCIC	THRDSW002	1	$1,250.00	$1,250.00
					-
				Total of Items Added:	**$108,945.70**

Maintenance, Recurring Annual Fees (or Extended Warranty) of Items Added Above: (if applicable)

Contract Line Item#	ITEM DESCRIPTION	Part #	QTY	UNIT COST	TOTAL COST
	Cloud Program Subscription Fee				$129,278.88
	Trancite Easy Street Draw	THRDSW001	1	$3,000.00	$3,000.00
	CommSys ConnectCIC	THRDSW002	1	$312.60	$312.60
				Total Software Maintenance Added:	**$132,591.48**

III. SUMMARIES:

CHANGE ORDER SUMMARY	
Additions:	$241,537.18
Removals:	-
Project Credit Applied	-
Total Change Order Price:	241,537.18

Customer Credit Balance	
Balance after this Change Order:	
Adjustments:	
Current Credit Balance:	-

IV. CHANGE ORDER APPROVAL:

IN WITNESS WHEREOF, the parties hereto have signed this Change Order/Change Request as of the date written above.

APPROVED BY: DocuSigned by: Tiffany Taylor 3E47AB7B652B4C3... **Date:** November 13, 2023

Authorized Signature
Intergraph Corporation

APPROVED BY: _____ **Date:** _____

Customer Authorized Signature

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be original, and all of which together shall constitute one and the same Agreement. A signature delivered by facsimile shall be deemed to be an original signature and shall be effective upon receipt thereof by the other party.

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ATTACHMENT A – ADDITIONAL TRAINING

This statement of work ("SOW" or "Statement of Work"), together with the Change Order to which this SOW is attached (the "Change Order" or "CO"; together with the SOW, the "Agreement"), describes the software and/or services that will be provided in exchange for payment of the applicable amount set forth in the Change Order. Any capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the original Contract, except as modified by the Change Order. Except as set forth below and/or in the Change Order, the terms and conditions of the original Contract shall: (i) remain unchanged and in full force and effect; and (ii) apply to this Agreement.

General Assumptions

Change Order Task 1 – Additional Training

Hexagon resources will conduct the following Train-the-Trainer sessions for the City of Milton-designated personnel.

- HxGN OnCall Records Train-the-Trainer – Qty: 1
- HxGN OnCall Dispatch | Mobile Unit Train-the-Trainer – Qty: 1

Task Deliverables

- Training course agendas
- Applicable COTS Documentation, in electronic format; for the Hexagon Training Classes

Task Prerequisites

- Customer has identified and secured an appropriate training room and set up with the workstations, at least one (1) LCD projector, display screen or other appropriate surface to display a projected image, and white-board space or other ability to take notes and record questions.
- The Customer has installed and configured at least one (1) workstation per student attending the session.

Task Assumptions

- The Customer will complete end user training within the End User Training Period.
- Both end-user training and train-the trainer training will be provided as specifically identified herein. Training will take place during normal Business Hours, which is typically from 8:00 am - 5:00 pm.
- Training documentation provided by Hexagon with this SOW will be standard COTS Documentation and help files and will not be customized to the Customer's site-specific configuration. All Documentation will be provided in electronic format. Should printed copies be required, the Customer is responsible for providing them.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Conduct Hexagon Training Classes.

Customer Team Participation and Responsibilities

Customer shall:

- Provide appropriate facilities and install/configure workstations as indicated in the Task Assumptions;
- Provide a Project Workstation for each attendee of the Hexagon Training Classes;

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- Ensure appropriate personnel participate in the Hexagon Training Courses; and
- Complete end user training within the End User Training Period.

Task Acceptance Criteria

This Task is complete once Hexagon has delivered the Hexagon Training Classes to the Customer

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HxGN OnCall Records Train-the-Trainer Training (Qty: 1)

This course provides training for the agency-designated trainers. All modules will be reviewed and related to each department in the agency such as Records, Patrol, Investigations, Evidence, and other departments. The users review the modules, searching capabilities, reporting, and other features in OnCall Records.

MAJOR TOPICS

- Navigating in OnCall Records
- Understanding the OnCall Records tabs: Hone, Reports, Search, Master Indices, Investigations, Court, Jail Management, Traffic, Evidence Management, Department, and Other Info
- Understanding the Master Indices (Master Name, Master Vehicle, Master Location)
- Reviewing the OnCall Records Modules
- Using the Record Properties menu
- Using the Records Linked menu
- Linking data
- Configuring alerts
- Exporting search results
- Setting alerts
- Understanding workflow
- Combining Master Index records
- Using canned and Report Server reports

PREREQUISITES

- Introduction to Windows course or equivalent knowledge and familiarity with the Windows user interface
- Understanding of basic Public Safety terminology
- Knowledge of agency business processes
- Agency modules to be used have been identified
- OnCall Records configuration complete
- OnCall Records Customer Functional Testing complete

TRAINING DETAILS

Method	Conducted on site by Hexagon Personnel
Target Audience	Agency trainers or end users
Duration	4 Days
Student Capacity	12, with a maximum of one student per workstation

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HxGN OnCall Dispatch | Mobile Unit Train-the-Trainer (Qty: 1)

COURSE OVERVIEW

HxGN OnCall Dispatch | Mobile Unit Train-the-Trainer is a two-day comprehensive course to familiarize trainers with the operation and use of the HxGN OnCall Dispatch | Mobile Unit software. Trainers will learn all of the essential functions of HxGN OnCall Dispatch | Mobile Unit including navigating the application, creating, receiving and updating events, utilizing the map, performing inquiries, handling units including updates and status changes, and communicating with other users. Trainers completing the course should have a good working knowledge of HxGN OnCall Dispatch | Mobile Unit.

MAJOR TOPICS

- Create, receive and update active events
- Update active unit status and properties
- Submitting inquires for events and units
- Submitting and receiving messages
- Create and receive HxGN OnCall Dispatch | Informer queries from HxGN OnCall Dispatch | Mobile Unit
- Using training guidelines and techniques for HxGN OnCall Dispatch | Mobile Unit

PREREQUISITES

- Customer mobile hardware fully staged and available
- HxGN OnCall Dispatch | Advantage and HxGN OnCall Dispatch | Mobile Unit fully licensed, staged, and available
- Credentials available
- Hexagon user account provisioned with local administrator rights on all workstations
- Customer Data collection spreadsheets completed
- HxGN OnCall Dispatch | Advantage and HxGN OnCall Dispatch | Mobile Unit fully staged and available on the trainer’s workstation

COURSE DETAILS

Method	Conducted on site by Hexagon Personnel
Target Audience	Personnel responsible for training the field personnel that respond to CAD events
Duration	Two (2) days
Student Capacity	Twelve (12)

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF 800 MHz RADIO SYSTEM ACCESS BETWEEN FULTON COUNTY, GEORGIA and THE CITY of CHATTAHOOCHEE HILLS, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), by and between Fulton County, Georgia (hereinafter the "County"), a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and the City of Chattahoochee Hills, Georgia (hereinafter "User"), a governmental authority authorized to do business in the State of Georgia, entered into this 1st day of January, 2023

RECITALS

Whereas the County is the sole owner and operator of an APCO P25 Phase 2 Digital 800 MHz radio system (hereinafter "the County System"); and

Whereas numerous County departments, including the Police, Sheriff, Marshal, Public Works, General Services Administration, School Police, and National Park Services, are presently users on the System; and

Whereas it is desirable to have a unified system to include entities on the System who affect and further the goal of protecting the citizens of Fulton County's health, safety, and welfare; and

Whereas User is a governmental authority located within Fulton County and provides public safety services to the citizens of the City of Chattahoochee Hills in Fulton County; and

Whereas User therefore affects and furthers the goal of protecting the health, safety, and welfare of the citizens of the County;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the County hereby grants to User a revocable license to use **55** radio units on the County's System for the period from January 1, 2023, and ending December 31, 2023, with three (3) consecutive one (1) year automatic renewal options ending on December 31, 2026. User's license may be revoked only for good cause and only after User has had an opportunity to show cause why its license should not be revoked before the Board constituted for such purpose as set out in Paragraph Six (6). Such license is not intended to and does not grant to User any property interest in the County System. Additionally, either party is free to withdraw from this Agreement for any reason and at no cost to each respective party upon sixty (60) days written notice to the other party. This agreement may be renewed by mutual agreement approved by both governing bodies. The parties will meet on or before December 31, 2026, to review service under this Agreement and consider proposed modifications of the term. Any such

proposed change is subject to consideration and approval of the Board of Commissioners and Chattahoochee Hills Council.

User Agrees To:

(1) Limit the number of all subscriber units, including but not limited to mobile, portable, and console, to **55**. User may request additional units by making formal application with supporting documentation of need to the Director of the Department of Emergency Services 911 or his/her designee. The application for additional units shall be reviewed and approved or denied by the Director or his/her designee. The Director or his/her designee, in reviewing an application, will take into account system loading, airtime usage, number of system busies, and will make a decision based on maintaining the efficiency of the County's System for all users. All requests for additional units shall be made at least sixty (60) days prior to the beginning of the County's fiscal year (January 1). In extraordinary cases, additional units may be requested and added after such time and the cost of those additions shall be calculated on a pro rata basis of the original fiscal year contribution. Any application denied may be appealed to the Board constituted for such purposes as set out in Paragraph Six (6) hereinafter. User is absolutely prohibited from selling, assigning, or otherwise transferring its license to use the County System, in whole or in part, to any other person or entity.

(2) Be solely responsible for purchasing and maintaining all equipment necessary to be a user on the County System. All subscriber units must be approved by type by the County. A conforming product list is available from the Department of Emergency Services 911 and will be updated from time to time. Products not listed will not be accepted. All maintenance performed on User's units must be certified by a Motorola certified technician, or otherwise consented to in writing by the Director of the Department of Emergency Services 911.

(3) Comply with Motorola Software security constraints.

(4) Have any of its devices, equipment, or subscriber units, which cause any problems on the County System immediately taken out of service and repaired by User. User shall be responsible for all repair costs and for any damages or consequences arising out of such problematic device, equipment, or unit.

(5) Guarantee that all persons who will be operating subscriber units are adequately trained in the use of such units, with such training requiring persons to attend an in-house training program for eight (8) to ten (10) weeks in order to obtain the following certifications that are mandatory to perform the duties and responsibilities as a communications officer: (a) the State of Georgia Peace Officer Standards and Training's Basic Communications Officer Training Course certification; (b) the International Academy of Emergency Dispatch's Emergency Medical Dispatch certification; (c) the American Heart Association's Healthcare Provider Cardio Pulmonary Resuscitation certification; (d) the Georgia Crime Information Center's ("GCIC") Criminal Justice Information Services certification; and (e) the GCIC's Security Awareness certification.

(6) Guarantee that its employees who are trained and authorized to use the County System do so in compliance with federal, state, and county laws, codes, regulations, and ordinances, as well as this Agreement. Alleged violations of any applicable law, code, regulation, ordinance, or this agreement will be reviewed by the Director or his/her designee. Upon finding a violation has occurred, the Director or his/her designee, in his/her discretion may require the User to remove a unit(s) from the System, place the User on probation for a certain period of time not to exceed six (6) months, and/or take other reasonable action. Persistent violations or misuse of the County System may result in User being removed entirely from the County System after User has had an opportunity to show cause why its license should not be revoked before the Board as set out below. Any action taken by the Director, or his designee may be appealed to the Board constituted for such purposes, said Board to be comprised of the Director of the Department of Emergency Services 911, the Chief of the Fulton County Police Department, the Fulton County Sheriff, and Fulton County Marshal. Any adverse decision of this Board shall be appealed to the Fulton County Board of Commissioners, and their decision shall be final. All direct and indirect expenses arising out of violations or misuse by User and its employees and agents shall be borne by User. Additionally, User shall be responsible, at the request of the County, for responding to or assisting the County in responding to any correspondence or complaint received by the County from state or federal regulatory agencies involving User's units.

(7) Restrict its use of the County System to legitimate business-related purposes of the User. The County System shall not be used to conduct personal or unrelated business, except that which is incidental and occasional.

(8) Comply with any and all mandate(s) issued by authorized regulatory agencies. If subsequent to this agreement being entered into, technical or other changes are mandated by a regulatory agency, User will have the opportunity to remain on the County System if User is able to timely comply with the mandate(s). The County will in no way be responsible for bringing User into compliance with the mandate(s) or be responsible for any direct or indirect, tangible, or intangible costs, damages, or losses incurred due to the mandates. Notwithstanding the foregoing, User agrees that should the County decide to comply with the mandate(s) in a time period that is shorter than required by the regulatory agency, User agrees to comply within that shorter time period so long as the County provides User at least two (2) years prior notice. If User is unable to comply with the mandate(s) within the applicable time allowed (either by a regulatory agency or the County), User agrees it shall be removed in whole or in part from the County System.

(9) Comply within one (1) year of receipt of notice from the County with any voluntary upgrades to Users equipment that are required due to upgrades or changes to the County System, including a change in vendor. The County will have the sole discretion to update or change the County System. The County will not be responsible for any expenditure, losses, or other claims caused by or attributable to such voluntary upgrades and/or changes to the County System.

(10) Remit to the County in a timely fashion its pro rata share of the estimated cost of the actual annual maintenance cost of the County System. The amount to be paid by User will be calculated based on the number of units accessible to User. If additional units are added within

a fiscal year, the cost of the use of those units shall be calculated on a pro rata basis of the original fiscal year contribution. The County Department of Emergency Services 911 will invoice the User at least thirty (30) days prior to the due date. Due date shall be annually and payments payable on January l~ of each year; and the first payment under this contract shall be due and payable within 30 days of agreement execution for the remaining months within the calendar year. A late payment penalty, of ten percent (10%), will apply on all payments not received by the due date. Interest will also accrue at the rate of one percent (1%) per month or part thereof for any payment that is delinquent. The monies received will be placed in a restricted designated fund and managed by the County Finance Department. All monies in the account will be expended exclusively for maintenance, and/or upgrade of the County System. The Board of Commissioners of Fulton County shall have the sole authority to authorize any expenditure from the account. In the event the County System is replaced during the term of this agreement, and in the event the cost of such replacement is less than the amount contained in the designated fund, User's pro rata portion of the amount remaining in the fund will be reimbursed. If there is no replacement of the County System during the term of this agreement, User shall receive no reimbursement or pay any additional assessment. The pro rata share for years 2023 and 2024 is **$417.00** times the number of radio units, **55**, equals annual cost of **$22,935.00**. The pro rata share for years 2025 and 2026 will increase by approximately 6% to **$442.00** times the number of radio units, **55**, equals annual cost of **$24,310.00**.

(11) Abide by any reasonable rules and regulations promulgated by the County regarding the use of the County System. The User shall have the right to review the rules and regulations prior to their adoption and to make suggested changes if any rules or regulations present a conflict with the reasonable operation of the User System. Changes or exceptions to the rules or regulations will voluntarily be made by the County upon a showing by the User of such a conflict.

The County Agrees To:

(1) Maintain and support the core of the County System.

(2) Use best efforts to answer questions and facilitate use of the County System by User.

(3) Comply with federal, state, and county rules.

(4) Give adequate notification to User of violations, service interruption, and intent to remove units from operation on the County System; and

(5) Provide User one (1) year prior notice to any voluntary upgrades or early compliance with mandates to the County System that will affect User.

TERMINATION AND DEFAULT REMEDIES:

In the event that either party shall default on its obligations under this Agreement, including but not limited to failure to remit payment for license use or failure to provide access to the 800 MHz

system, the other party may provide the breaching party with a written notice of default specifying the basis for the default and advising the defaulting party of the time frame to cure the default. All defaults shall be cured within a (30) day time period. The non-defaulting party may grant the defaulting party additional time to cure the default. Subject to the provisions of this Agreement, the non-defaulting party may elect to terminate the Agreement if the default is not remedied in the agreed upon cure period. The County and User reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

Either party may terminate this Agreement for its convenience at any time upon sixty (60) days written notice to the other party. If the County terminates, the City of Chattahoochee Hills shall be entitled to receive reimbursement for fees received for services beyond the 60 days. If the city terminates, the County shall be entitled to termination fees prorated for 180 days.

AMENDMENTS:

This Agreement may be modified at any time during the term by mutual written consent of the parties.

NOTICES:

All notices shall be given by first class mail except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notice shall be addressed to the parties at the following addresses:

If to the County:

Richard "Dick" Anderson, County Manager
141 Pryor Street, S.W.,
Suite 1000
Atlanta, Georgia 30303
404-612-8335
404-612-0350 (facsimile)

With a copy to:

Soo Jo, County Attorney
141 Pryor Street, S.W.,
Suite 4038
Atlanta, Georgia 30303
404-612-0235
404-730-6324 (facsimile)

If to the City:

Tom Reed, Mayor
City of Chattahoochee Hills
6505 Rico Road
Chattahoochee Hills, Georgia 30268
770-463-8881

Rob Rokovitz, City Manager
City of Chattahoochee Hills
6505 Rico Road
Chattahoochee Hills, Georgia 30268
770-463-8881

Jim Little, Chief of Police
6505 Rico Road
Chattahoochee Hills, Georgia 30268
770-463-6576

Greg Brett, Fire Chief
6505 Rico Road
Chattahoochee Hills, Georgia 30268
770-463-1592

NON- ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ENTIRE AGREEMENT:

The County and User acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement.

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.

GOVERNING LAW AND VENUE:

This Agreement shall be governed by the laws of the state of Georgia. The obligations of the parties to this Agreement are performable in Fulton County, Georgia and, if legal action is

necessary to enforce same, the parties agree exclusive venue shall lie in Fulton County, Georgia.

EFFECTIVE DATE

This Agreement shall become effective upon its adoption by both governing authorities of the City and County or January 1, 2023, whichever is later.

WHEREFORE, the parties having read and understood the terms of this agreement, they do hereby agree to such terms by execution of their signatures on the next page.

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals.

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier, Clerk (SEAL)
Clerk to the Commission

APPROVED AS TO FORM:

Soo Jo
County Attorney

APPROVED AS TO SUBSTANCE

Chris Sweigart, Director
Department of Emergency Services 911

CITY OF CHATTAHOOCHEE HILLS, GEORGIA

Tom Reed, Mayor (SEAL)
City of Chattahoochee Hills

ATTEST:

Dana Wicher, City Clerk
City of Chattahoochee Hills

APPROVED AS TO SUBSTANCE

Rob Rokovitz, City Manager
City of Chattahoochee Hills

Jim Little, Chief of Police
City of Chattahoochee Hills

Greg Brett, Fire Chief
City of Chattahoochee Hills

APPROVED AS TO FORM:

City Attorney

ITEM # 22-0916 RM 12/7/22
REGULAR MEETING

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF 800 MHz RADIO SYSTEM ACCESS BETWEEN FULTON COUNTY, GEORGIA and THE CITY of COLLEGE PARK, GEORGIA

This agreement is made and entered into on this 19 day of December, 2018, by and between Fulton County, Georgia, a political subdivision of the state of Georgia (hereinafter the "County"), and the City of College Park, a governmental authority authorized to do business in the State of Georgia, (hereinafter "User");

RECITALS

Whereas the County is the sole owner and operator of an APCO P25 Phase 2 Digital 800 MHz radio system (hereinafter "the County System"); and

Whereas numerous County departments, including the Police, Sheriff, Marshal, Fire Department, Public Works, General Services Administration, and School Board are presently users on the System; and

Whereas it is desirable to have a unified system to include entities on the System who affect and further the goal of protecting the citizens of Fulton County's health, safety, and welfare; and

Whereas User is a governmental authority located within Fulton County and provides public safety services to the citizens of the City of College Park in Fulton County; and

Whereas User therefore affects and furthers the goal of protecting the health, safety, and welfare of the citizens of the County;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the County hereby grants to User a revocable license to use **221** radio units and **2** console units on the County's System for the period from January 1, 2019 through and until December 31, 2019 with three (3) consecutive one (1) year automatic renewal options ending on December 31, 2022. Notwithstanding the foregoing, in accordance with the requirement of O.C.G.A. §36-60-13, this agreement shall renew at 2400 hours on December 31, 2019. 2020, 2021 and 2022, unless User terminates the Agreement by providing County with sixty (60) days advance notice of termination prior to the end of the calendar year. No automatic renewal shall occur after December 31, 2022. User's license may be revoked only for good cause and only after User has had an opportunity to show cause why its license should not be revoked before the Board constituted for such purpose as set out in Paragraph Six (6). Such license is not intended to and does not grant to User any property interest in the County System. Additionally, either party

is free to withdraw from this Agreement for any reason and at no cost to each respective party upon sixty (60) days written notice to the other party. This agreement may be renewed by mutual agreement approved by both governing bodies. The parties will meet on or before January 1, 2022 to review service under this Agreement and consider proposed modifications of the term. Any such proposed change is subject to consideration and approval of the Board of Commissioners and the City of College Park Council.

User Agrees To:

(1) Limit the number of all subscriber units, including but not limited to mobile, portable, and console, to **221** radios and **2** console units. User may request additional units by making formal application with supporting documentation of need to the Director of the Emergency Services 911 Department or his/her designee. The application for additional units shall be reviewed and approved or denied by the Director or his/her designee. The Director or his/her designee, in reviewing an application, will take into account system loading, air time usage, number of system busies, and will make a decision based on maintaining the efficiency of the County's System for all users. All requests for additional units shall be made at least sixty (60) days prior to the beginning of the County's fiscal year (January 1). In extraordinary cases, additional units may be requested and added after such time and the cost of those additions shall be calculated on a pro rata basis of the original fiscal year contribution. Any application denied may be appealed to the Board constituted for such purposes as set out in Paragraph Six (6) hereinafter. User is absolutely prohibited from selling, assigning or otherwise transferring its license to use the County System, in whole or in part, to any other person or entity.

(2) Be solely responsible for purchasing and maintaining all equipment necessary to be a user on the County System. All subscriber units must be approved by type by the County. A conforming product list is available from the Department of Emergency Services 911 and will be updated from time to time. Products not listed will not be accepted. All maintenance performed on User's units must be certified by a Motorola certified technician, or otherwise consented to in writing by the Director of Emergency Services 911.

(3) Comply with Motorola Software security constraints.

(4) Have any of its devices, equipment, or subscriber units, which cause any problems on the County System immediately taken out of service and repaired by User. User shall be responsible for all repair costs and for any damages or consequences arising out of such problematic device, equipment, or unit.

(5) Guarantee that all persons who will be operating subscriber units are adequately trained in the use of such units.

(6) Guarantee that its employees who are trained and authorized to use the System do so in compliance with federal, state, and county laws, codes, regulations and ordinances, as well as this Agreement. Alleged violations of any applicable law, code, regulation, ordinance, or this agreement will be reviewed by the Director or his/her designee. Upon finding a violation has occurred, the Director or his/her designee, in his/her discretion may require the User to remove a

unit(s) from the System, place the User on probation for a certain period of time not to exceed six (6) months, and/or take other reasonable action. Persistent violations or misuse of the County System may result in User being removed entirely from the County System after User has had an opportunity to show cause why its license should not be revoked before the Board as set out below. Any action taken by the Director or his designee may be appealed to the Board constituted for such purposes, said Board to be comprised of the Director of the Emergency Services Department, the Chief of the Fulton County Police Department, the Fulton County Sheriff, and Fulton County Marshal. Any adverse decision of this Board shall be appealed to the Fulton County Board of Commissioners, and their decision shall be final. All direct and indirect expenses arising out of violations or misuse by User and its employees and agents shall be borne by User. Additionally, User shall be responsible, at the request of the County, for responding to or assisting the County in responding to any correspondence or complaint received by the County from state or federal regulatory agencies involving User's units.

(7) Restrict its use of the County System to legitimate business-related purposes of the User. The County System shall not be used to conduct personal or unrelated business, except that which is incidental and occasional.

(8) Comply with any and all mandate(s) issued by authorized regulatory agencies. If subsequent to this agreement being entered into, technical or other changes are mandated by a regulatory agency, User will have the opportunity to remain on the County System if User is able to timely comply with the mandate(s). The County will in no way be responsible for bringing User into compliance with the mandate(s) or be responsible for any direct or indirect, tangible or intangible costs, damages, or losses incurred due to the mandates. Notwithstanding the foregoing, User agrees that should the County decide to comply with the mandate(s) in a time period that is shorter than required by the regulatory agency, User agrees to comply within that shorter time period so long as the County provides User at least two (2) years prior notice. If User is unable to comply with the mandate(s) within the applicable time allowed (either by a regulatory agency or the County), User agrees it shall be removed in whole or in part from the County System.

(9) Comply within one (1) year of receipt of notice from the County with any voluntary upgrades to Users equipment that are required due to upgrades or changes to the County System, including a change in vendor. The County will have the sole discretion to update or change the County System. The County will not be responsible for any expenditure, losses, or other claims caused by or attributable to such voluntary upgrades and/or changes to the County System.

(10) Remit to the County in a timely fashion its pro rata share of the estimated cost of the actual annual maintenance cost of the County System. The amount to be paid by User will be calculated based on the number of units accessible to User. If additional units are added within a fiscal year, the cost of the use of those units shall be calculated on a pro rata basis of the original fiscal year contribution. The County Emergency Services Department will invoice the User at least thirty (30) days prior to the due date. Due date shall be annually and payments payable on January l of each year; and, the first payment under this contract shall be due and payable within 30 days of agreement execution for the remaining months within the calendar year. A late payment penalty, of ten percent (10%), will apply on all payments not received by the due date.

Interest will also accrue at the rate of one percent (1%) per month or part thereof for any payment that is delinquent. The monies received will be placed in a restricted designated fund and managed by the County Finance Department. All monies in the account will be expended exclusively for maintenance, and/or upgrade of the County System. The Board of Commissioners of Fulton County shall have the sole authority to authorize any expenditure from the account. In the event the County System is replaced during the term of this agreement and in the event the cost of such replacement is less than the amount contained in the designated fund, User's pro rata portion of the amount remaining in the fund will be reimbursed. If there is no replacement of the County System during the term of this agreement, User shall receive no reimbursement or pay any additional assessment. The pro rata share for years 2019 and 2020 is **$371** times the number of radio units, **221**, plus **$1,830** times the number of console units **2**, which equals an annual cost of **$85,651**. The pro rata share for years 2021 and 2022 will increase by approximately 6% to **$393** times the number of radio units, **221**, plus **$1,830** times the number of consoles, **2**, which equals an annual cost of **$90,513**.

(11) Abide by any reasonable rules and regulations promulgated by the County regarding the use of the County System. The User shall have the right to review the rules and regulations prior to their adoption and to make suggested changes if any rules or regulations present a conflict with the reasonable operation of the User System. Changes or exceptions to the rules or regulations will voluntarily be made by the County upon a showing by the User of such a conflict.

The County Agrees To:

(1) Maintain and support the core of the County System.

(2) Use best efforts to answer questions and facilitate use of the County System by User.

(3) Comply with federal, state, and county rules.

(4) Give adequate notification to User of violations, service interruption, and intent to remove units from operation on the County System.

(5) Provide User one (1) year prior notice to any voluntary upgrades or early compliance with mandates to the County System that will affect User.

TERMINATION AND DEFAULT REMEDIES:

In the event that either party shall default on its obligations under this Agreement, including but not limited to failure to remit payment for license use or failure to provide access to the 800 MHz system, the other party may provide the breaching party with a written notice of default specifying the basis for the default and advising the defaulting party of the time frame to cure the default. All defaults shall be cured within a (30) day time period. The non-defaulting party may grant the defaulting party additional time to cure the default. Subject to the provisions of this Agreement, the non-defaulting party may elect to terminate the Agreement if the default is not remedied in the agreed upon cure period. The County and User reserve all available remedies

afforded by law to enforce any term or condition of this Agreement.

Either party may terminate this Agreement for its convenience at any time upon sixty (60) days written notice to the other party without cost. If the County terminates but provides less than (60) days written notice, User shall be entitled to receive reimbursement for all fees received for services beyond termination date. If User terminates but provides less than sixty (60) days written notice, the County shall be entitled to a termination fee equal to a pro rata share of the annual cost equal to sixty (60) days of coverage.

AMENDMENTS:

This Agreement may be modified at any time during the term by mutual written consent of the parties.

NOTICES:

All notices shall be given by first class mail except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notice shall be addressed to the parties at the following addresses:

If to the County:

Richard "Dick" Anderson, County Manager
141 Pryor Street, S.W.,
Suite 1000
Atlanta, Georgia 30303
404-612-8335 (office)
404-612-0350 (facsimile)

With a copy to:

Patrise Perkins-Hooker, County Attorney
141 Pryor Street, S.W.,
Suite 4038
Atlanta, Georgia 30303
404-612-0246 (office)
404-730-6324 (facsimile)

If to the City:

Jack P. Longino, Mayor
City of College Park
3667 Main Street
College Park, Georgia 30337
404-669-3756 (office)
404-762-4607 (facsimile)

With a copy to:

Ferman Williford
Chief of Police
College Park Police Department
3717 College Street
College Park, GA 30337
404-761-3131 ext. 2172 (office)
404-765-7077 (facsimile)

Wade Elmore
Fire Chief
College Park Fire Department
3737 College Street
College Park, GA 30337
678-414-1149 (office)
404-762-4611 (facsimile)

Fincher Denmark LLC
8024 Fair Oaks Court
Jonesboro, Georgia 30326
Attn: Steven M. Fincher, Esq.
770-478-9950 (office)
770-471-9948 (facsimile)

NON- ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ENTIRE AGREEMENT:

The County and User acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement.

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.

GOVERNING LAW AND VENUE:

This Agreement shall be governed by the laws of the state of Georgia. The obligations of the parties to this Agreement are performable in Fulton County, Georgia and, if legal action is necessary to enforce same, the parties agree exclusive venue shall lie in Fulton County, Georgia.

EFFECTIVE DATE

This Agreement shall become effective upon its adoption by both governing authorities of the City and County or January 1, 2019, whichever is later.

(Signatures On Following Page)

WHEREFORE, the parties having read and understood the terms of this agreement, they do hereby agree to such terms by execution of their signatures on the next page.

FULTON COUNTY, GEORGIA

Robb L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Jesse A. Harris, Clerk (SEAL)
Clerk to the Commission

APPROVED AS TO FORM:

Patrise Perkins-Hooker
County Attorney

APPROVED AS TO SUBSTANCE:

Joseph Barasoain, Director
Fulton County Emergency Services 911

CITY OF COLLEGE PARK, GEORGIA

Jack P. Longino, Mayor
City of College Park

ATTEST:

Shavala Moore, City Clerk (SEAL)

APPROVED AS TO FORM:

Steven M. Fincher, City Attorney

APPROVED AS TO SUBSTANCE:

Ferman Williford, Chief of Police

ITEM # 18-0914 RM 12/19/18

City of College Park

Wade Elmore, Fire Chief
City of College Park

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF 800 MHz RADIO SYSTEM ACCESS BETWEEN FULTON COUNTY, GEORGIA and THE CITY of FAIRBURN, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), by and between Fulton County, Georgia (hereinafter the "County"), a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and the City of Fairburn, Georgia (hereinafter "User"), a municipality of the State of Georgia, entered into this 1st day of January, 2023

RECITALS

Whereas the County is the sole owner and operator of an APCO P25 Phase 2 Digital 800 MHz radio system (hereinafter "the County System"); and

Whereas numerous County departments, including the Police, Sheriff, Marshal, Public Works, General Services Administration, School Police, and National Park Services, are presently users on the System; and

Whereas it is desirable to have a unified system to include entities on the System who affect and further the goal of protecting the citizens of Fulton County's health, safety, and welfare; and

Whereas User is a governmental authority located within Fulton County and provides public safety services to the citizens of the City of Fairburn in Fulton County; and

Whereas User therefore affects and furthers the goal of protecting the health, safety, and welfare of the citizens of the County;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the County hereby grants to User a revocable license to use **179** radio units on the County's System for the period from January 1, 2023, and ending December 31, 2023, with three (3) consecutive one (1) year automatic renewal options ending on December 31, 2026. User's license may be revoked only for good cause and only after User has had an opportunity to show cause why its license should not be revoked before the Board constituted for such purpose as set out in Paragraph Six (6). Such license is not intended to and does not grant to User any property interest in the County System. Additionally, either party is free to withdraw from this Agreement for any reason and at no cost to each respective party upon sixty (60) days written notice to the other party. This agreement may be renewed by mutual agreement approved by both governing bodies. The parties will meet on or before December 31, 2026, to review service under this Agreement and consider proposed modifications of the term. Any such proposed

change is subject to consideration and approval of the Board of Commissioners and Fairburn Council.

User Agrees To:

(1) Limit the number of all subscriber units, including but not limited to mobile, portable, and console, to **179**. User may request additional units by making formal application with supporting documentation of need to the Director of the Department of Emergency Services 911 or his/her designee. The application for additional units shall be reviewed and approved or denied by the Director or his/her designee. The Director or his/her designee, in reviewing an application, will take into account system loading, airtime usage, number of system busies, and will make a decision based on maintaining the efficiency of the County's System for all users. All requests for additional units shall be made at least sixty (60) days prior to the beginning of the County's fiscal year (January 1). In extraordinary cases, additional units may be requested and added after such time and the cost of those additions shall be calculated on a pro rata basis of the original fiscal year contribution. Any application denied may be appealed to the Board constituted for such purposes as set out in Paragraph Six (6) hereinafter. User is absolutely prohibited from selling, assigning, or otherwise transferring its license to use the County System, in whole or in part, to any other person or entity.

(2) Be solely responsible for purchasing and maintaining all equipment necessary to be a user on the County System. All subscriber units must be approved by type by the County. A conforming product list is available from the Department of Emergency Services 911 and will be updated from time to time. Products not listed will not be accepted. All maintenance performed on User's units must be certified by a Motorola certified technician, or otherwise consented to in writing by the Director of the Department of Emergency Services 911.

(3) Comply with Motorola Software security constraints.

(4) Have any of its devices, equipment, or subscriber units, which cause any problems on the County System immediately taken out of service and repaired by User. User shall be responsible for all repair costs and for any damages or consequences arising out of such problematic device, equipment, or unit.

(5) Guarantee that all persons who will be operating subscriber units are adequately trained in the use of such units, with such training requiring persons to attend an in-house training program for eight (8) to ten (10) weeks in order to obtain the following certifications that are mandatory to perform the duties and responsibilities as a communications officer: (a) the State of Georgia Peace Officer Standards and Training's Basic Communications Officer Training Course certification; (b) the International Academy of Emergency Dispatch's Emergency Medical Dispatch certification; (c) the American Heart Association's Healthcare Provider Cardio Pulmonary Resuscitation certification; (d) the Georgia Crime Information Center's ("GCIC") Criminal Justice Information Services certification; and (e) the GCIC's Security Awareness certification.

(6) Guarantee that its employees who are trained and authorized to use the County System do so in compliance with federal, state, and county laws, codes, regulations, and ordinances, as well as this Agreement. Alleged violations of any applicable law, code, regulation, ordinance, or this agreement will be reviewed by the Director or his/her designee. Upon finding a violation has occurred, the Director or his/her designee, in his/her discretion may require the User to remove a unit(s) from the System, place the User on probation for a certain period of time not to exceed six (6) months, and/or take other reasonable action. Persistent violations or misuse of the County System may result in User being removed entirely from the County System after User has had an opportunity to show cause why its license should not be revoked before the Board as set out below. Any action taken by the Director, or his designee may be appealed to the Board constituted for such purposes, said Board to be comprised of the Director of the Department of Emergency Services 911, the Chief of the Fulton County Police Department, the Fulton County Sheriff, and Fulton County Marshal. Any adverse decision of this Board shall be appealed to the Fulton County Board of Commissioners, and their decision shall be final. All direct and indirect expenses arising out of violations or misuse by User and its employees and agents shall be borne by User. Additionally, User shall be responsible, at the request of the County, for responding to or assisting the County in responding to any correspondence or complaint received by the County from state or federal regulatory agencies involving User's units.

(7) Restrict its use of the County System to legitimate business-related purposes of the User. The County System shall not be used to conduct personal or unrelated business, except that which is incidental and occasional.

(8) Comply with any and all mandate(s) issued by authorized regulatory agencies. If subsequent to this agreement being entered into, technical or other changes are mandated by a regulatory agency, User will have the opportunity to remain on the County System if User is able to timely comply with the mandate(s). The County will in no way be responsible for bringing User into compliance with the mandate(s) or be responsible for any direct or indirect, tangible, or intangible costs, damages, or losses incurred due to the mandates. Notwithstanding the foregoing, User agrees that should the County decide to comply with the mandate(s) in a time period that is shorter than required by the regulatory agency, User agrees to comply within that shorter time period so long as the County provides User at least two (2) years prior notice. If User is unable to comply with the mandate(s) within the applicable time allowed (either by a regulatory agency or the County), User agrees it shall be removed in whole or in part from the County System.

(9) Comply within one (1) year of receipt of notice from the County with any voluntary upgrades to Users equipment that are required due to upgrades or changes to the County System, including a change in vendor. The County will have the sole discretion to update or change the County System. The County will not be responsible for any expenditure, losses, or other claims caused by or attributable to such voluntary upgrades and/or changes to the County System.

(10) Remit to the County in a timely fashion its pro rata share of the estimated cost of the

actual annual maintenance cost of the County System. The amount to be paid by User will be calculated based on the number of units accessible to User. If additional units are added within a fiscal year, the cost of the use of those units shall be calculated on a pro rata basis of the original fiscal year contribution. The County Department of Emergency Services 911 will invoice the User at least thirty (30) days prior to the due date. Due date shall be annually and payments payable on January l~ of each year; and the first payment under this contract shall be due and payable within 30 days of agreement execution for the remaining months within the calendar year. A late payment penalty, of ten percent (10%), will apply on all payments not received by the due date. Interest will also accrue at the rate of one percent (1%) per month or part thereof for any payment that is delinquent. The monies received will be placed in a restricted designated fund and managed by the County Finance Department. All monies in the account will be expended exclusively for maintenance, and/or upgrade of the County System. The Board of Commissioners of Fulton County shall have the sole authority to authorize any expenditure from the account. In the event the County System is replaced during the term of this agreement, and in the event the cost of such replacement is less than the amount contained in the designated fund, User's pro rata portion of the amount remaining in the fund will be reimbursed. If there is no replacement of the County System during the term of this agreement, User shall receive no reimbursement or pay any additional assessment. The pro rata share for years 2023 and 2024 is
$417.00 times the number of radio units, **179**, equals annual cost of **$74,643.00**. The pro rata share for years 2025 and 2026 will increase by approximately 6% to **$442.00** times the number of radio units, **179**, equals annual cost of **$79,118.00**.

(11) Abide by any reasonable rules and regulations promulgated by the County regarding the use of the County System. The User shall have the right to review the rules and regulations prior to their adoption and to make suggested changes if any rules or regulations present a conflict with the reasonable operation of the User System. Changes or exceptions to the rules or regulations will voluntarily be made by the County upon a showing by the User of such a conflict.

The County Agrees To:

(1) Maintain and support the core of the County System.

(2) Use best efforts to answer questions and facilitate use of the County System by User.

(3) Comply with federal, state, and county rules.

(4) Give adequate notification to User of violations, service interruption, and intent to remove units from operation on the County System; and

(5) Provide User one (1) year prior notice to any voluntary upgrades or early compliance with mandates to the County System that will affect User.

TERMINATION AND DEFAULT REMEDIES:

In the event that either party shall default on its obligations under this Agreement, including but not limited to failure to remit payment for license use or failure to provide access to the 800 MHz system, the other party may provide the breaching party with a written notice of default specifying the basis for the default and advising the defaulting party of the time frame to cure the default. All defaults shall be cured within a (30) day time period. The non-defaulting party may grant the defaulting party additional time to cure the default. Subject to the provisions of this Agreement, the non-defaulting party may elect to terminate the Agreement if the default is not remedied in the agreed upon cure period. The County and User reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

Either party may terminate this Agreement for its convenience at any time upon sixty (60) days written notice to the other party. If the County terminates, the City of Fairburn shall be entitled to receive reimbursement for fees received for services beyond the 60 days. If the city terminates, the County shall be entitled to termination fees prorated for 180 days.

AMENDMENTS:

This Agreement may be modified at any time during the term by mutual written consent of the parties.

NOTICES:

All notices shall be given by first class mail except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notice shall be addressed to the parties at the following addresses:

If to the County:

Richard "Dick" Anderson, County Manager
141 Pryor Street, S.W.,
Suite 1000
Atlanta, Georgia 30303
404-612-8335
404-612-0350 (facsimile)

With a copy to:

Soo Jo, County Attorney
141 Pryor Street, S.W.,
Suite 4038
Atlanta, Georgia 30303
404-612-0235
404-730-6324 (facsimile)

If to the City:

Mario Avery,
Mayor City of
Fairburn
56 SW Malone Street
Fairburn, Georgia
30213
770-964-2244

Tony Phillips, City
Administrator City of Fairburn
56 SW Malone Street
Fairburn, Georgia 30213
770-964-2244

James McCarthy, Chief of
Police 191 W Broad Street
Fairburn, Georgia 30213
770-964-1441

Cornelius Robinson, Fire
Chief 19 NE Broad Street
Fairburn, Georgia 30213
770-683-4630

With a copy to:

Rory K. Starkey, City Attorney
Hilliard Starkey Law
561 Thornton Road, Suite G
Lithia Springs, GA 30122
678-909-2096
678-623-5767 (facsimile)

NON- ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ENTIRE AGREEMENT:

The County and User acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement.

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.

GOVERNING LAW AND VENUE:

This Agreement shall be governed by the laws of the state of Georgia. The obligations of the parties to this Agreement are performable in Fulton County, Georgia and, if legal action is necessary to enforce same, the parties agree exclusive venue shall lie in Fulton County, Georgia.

EFFECTIVE DATE

This Agreement shall become effective upon its adoption by both governing authorities of the City and County or January 1, 2023, whichever is later.

WHEREFORE, the parties having read and understood the terms of this agreement, they do hereby agree to such terms by execution of their signatures on the next page.

[SIGNATURES APPEAR ON FOLLOWING PAGE]
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers as of the date first above written.

FULTON COUNTY, GEORGIA

Robb L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier, Clerk (SEAL)
Clerk to the Commission

APPROVED AS TO FORM:

Soo Jo
County Attorney

APPROVES AS TO SUBSTANCE:

Chris Sweigart, Director
Department of Emergency Services 911

FAIRBURN, GEORGIA

Mario B. Avery, Mayor
City of Fairburn

ATTEST:

Brenda B. James, City Clerk
City of Fairburn

(Seal)

APPROVED AS TO SUBSTANCE

Tony M. Phillips, City Administrator
City of Fairburn

James McCarthy, Chief of Police
City of Fairburn

Cornelius Robinson, Fire Chief
City of Fairburn

APPROVED AS TO FORM:

Rory K. Starkey, City Attorney
City of Fairburn

ITEM # 22-893 RM 12/7/22
REGULAR MEETING

INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF
800 MHz RADIO SYSTEM ACCESS
BETWEEN
FULTON COUNTY, GEORGIA and
THE CITY OF HAPEVILLE, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), by and between Fulton County, Georgia (hereinafter the "County"), a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and the City of Hapeville, Georgia (hereinafter "User") a municipal corporation duly chartered by the State of Georgia, entered into on this 1st day of January, 2022.

RECITALS

Whereas the County is the sole owner and operator of an APCO P25 Phase 2 Digital 800 MHz radio system (hereinafter "the County System"); and

Whereas numerous County departments, including the County Police, Sheriff, Marshal, Fire Department, Public Works, General Services Administration, and School Police and National Park Services are presently users on the County System; and

Whereas it is desirable to have a unified system to include entities on the County System who affect and further the goal of protecting the citizens of Fulton County's health, safety, and welfare; and

Whereas User is a governmental authority located within Fulton County and provides public safety services to the citizens of the City of Hapeville in Fulton County; and

Whereas User therefore affects and furthers the goal of protecting the health, safety, and welfare of the citizens of the County;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the County hereby grants to User a license to use **115** radio units and **2** console units on the County's System. The license shall remain in effect for five (5) years for the period beginning on January 1, 2022 through and until December 31, 2026. User's license may be revoked only for an uncured default pursuant to the termination and default remedies set forth herein. Such license is not intended to and does not grant to User any property interest in the County System. This Agreement may be renewed by mutual agreement approved by both governing bodies. The parties will meet on or before December 1, 2026 to review service under this Agreement and consider proposed modifications of the term. Any such proposed change is subject to consideration and approval of the County's Board of Commissioners and Hapeville Mayor and the City of Hapeville City Council.

REC'D BY ATTY'S OFFICE
JAN 21 '22 PM3:18

User Agrees To:

(1) Limit the number of all subscriber units, including but not limited to mobile, portable, and console, to **115** radios and **2** console units. User may request additional units by making formal application with supporting documentation of need to the Director of the Department of Emergency Services 911 or his/her designee. The application for additional units shall be reviewed and approved or denied by the Director or his/her designee. The Director or his/her designee, in reviewing an application, will take into account system loading, air time usage, and number of system busies, and will make a decision based on maintaining the efficiency of the County's System for all users. All requests for additional units shall be made at least sixty (60) days prior to the beginning of the County's fiscal year (January 1). In extraordinary cases, additional units may be requested and added after such time and the cost of those additions shall be calculated on a pro rata basis of the original fiscal year contribution. Any application denied may be appealed to the Board constituted for such purposes as set out in Paragraph Six (6) hereinafter. User is absolutely prohibited from selling, assigning or otherwise transferring its license to use the County System, in whole or in part, to any other person or entity.

(2) Be solely responsible for purchasing and maintaining all equipment necessary to be a user on the County System. All subscriber units must be approved by type by the County. A conforming product list is available from the Department of Emergency Services 911 and will be updated from time to time. Products not listed will not be accepted. All maintenance performed on User's units must be certified by a Motorola certified technician, or otherwise consented to in writing by the Director of Emergency Services 911.

(3) Comply with Motorola Software security constraints.

(4) Have any of its devices, equipment, or subscriber units, which cause any problems on the County System immediately taken out of service and repaired by User. User shall be responsible for all repair costs and for any damages or consequences arising out of such problematic device, equipment, or unit.

(5) Guarantee that all persons who will be operating subscriber units are adequately trained in the use of such units, with such training requiring persons to attend an in-house training program for eight (8) to ten (10) weeks in order to obtain the following certifications that are mandatory to perform the duties and responsibilities as a communications officer: (a) the State of Georgia Peace Officer Standards and Training's Basic Communications Officer Training Course certification; (b) the International Academy of Emergency Dispatch's Emergency Medical Dispatch certification; (c) the American Heart Association's Healthcare Provider Cardio Pulmonary Resuscitation certification; (d) the Georgia Crime Information Center's ("GCIC") Criminal Justice Information Services certification; and (e) the GCIC's Security Awareness certification.

(6) Guarantee that its employees who are trained and authorized to use the County System do so in compliance with federal, state, and county laws, codes, regulations and ordinances, as well as this Agreement. Alleged violations of any applicable law, code, regulation, ordinance, or this agreement will be reviewed by the Director or his/her designee. Upon finding a violation has

occurred, the Director or his/her designee, in his/her discretion may require the User to remove a unit(s) from the System, place the User on probation for a certain period of time not to exceed six (6) months, and/or take other reasonable action. Persistent violations or misuse of the County System may result in User being removed entirely from the County System after User has had an opportunity to show cause to the Director or his/her designee as to why its license should not be revoked, prior to any decision to remove User. Any action taken by the Director or his/her designee may be appealed, de novo, to a court of competent jurisdiction. Prior to filing such action in court, the parties agree to submit to nonbinding mediation with the Board, said Board to be comprised of the Director of the Department of Emergency Services 911, the Chief of the Fulton County Police Department, the Fulton County Sheriff's Office, and Fulton County Marshal Department. The Board shall have no quasi-judicial powers but shall act as a recommending party for the purpose of helping the parties resolve the dispute. In the event the parties are unable to resolve the dispute following a recommendation from the Board, the dispute may be brought in a court of competent jurisdiction. Additionally, User shall be responsible, at the request of the County, for responding to or assisting the County in responding to any correspondence or complaint received by the County from state or federal regulatory agencies involving User's units.

(7) Restrict its use of the County System to legitimate business-related purposes of the User. The County System shall not be used to conduct personal or unrelated business, except that which is incidental and occasional to the legitimate business-related purposes. Whether such business rises to the level of "incidental and occasional" shall be determined by the Director or his/her designee.

(8) Comply with any and all mandate(s) issued by authorized regulatory agencies. If subsequent to this agreement being entered into, technical or other changes are mandated by a regulatory agency, User will have the opportunity to remain on the County System if User is able to timely comply with the mandate(s). The County will in no way be responsible for bringing User into compliance with the mandate(s) or be responsible for any direct or indirect, tangible or intangible costs, damages, or losses incurred due to the mandates. Notwithstanding the foregoing, User agrees that should the County decide to comply with the mandate(s) in a time period that is shorter than required by the regulatory agency, User agrees to comply within that shorter time period so long as the County provides User at least two (2) years prior notice. If User is unable to comply with the mandate(s) within the applicable time allowed (either by a regulatory agency or the County), User agrees it shall be removed in whole or in part from the County System.

(9) Comply within one (1) year of receipt of notice from the County with any voluntary upgrades to Users equipment that are required due to upgrades or changes to the County System, including a change in vendor. The County will have the sole discretion to update or change the County System. The County will not be responsible for any expenditure, losses, or other claims caused by or attributable to such voluntary upgrades and/or changes to the County System.

(10) Remit to the County in a timely fashion its pro rata share of the estimated cost of the actual annual maintenance cost of the County System. The amount to be paid by User will be calculated based on the number of units accessible to User. If additional units are added within a fiscal year, the cost of the use of those units shall be calculated on a pro rata basis of the original fiscal year

contribution. The County Department of Emergency Services 911 will invoice the User at least thirty (30) days prior to the due date. Due date shall be annually and payments payable on January 1st of each year; and, the first payment under this contract shall be due and payable within 30 days of agreement execution for the remaining months within the calendar year. In the event the County System is replaced during the term of this Agreement and in the event the cost of such replacement is less than the amount contained in the designated fund, User's pro rata portion of the amount remaining in the fund will be reimbursed. If there is no replacement of the County System during the term of this Agreement, User shall receive no reimbursement or pay any additional assessment. The pro rata share for years 2022 and 2023 is **$371** times the number of radio units, **115**, plus **$1,830** times the number of console units **2**, which equals an annual cost of **$46,325**. The pro rata share for years 2024 and 2025 will increase by approximately 6% to **$393** times the number of radio units, **115**, plus **$1,850** times the number of console units **2**, which equals an annual cost of **$48,895**.

(11) Abide by any reasonable rules and regulations promulgated by the County regarding the use of the County System. The User shall have the right to review the rules and regulations prior to their adoption and to make suggested changes if any rules or regulations present a conflict with the reasonable operation of the County System. Changes or exceptions to the rules or regulations will voluntarily be made by the County upon a showing by the User of such a conflict.

The County Agrees To:

(1) Maintain and support the core of the County System.

(2) Use best efforts to answer questions and facilitate use of the County System by User.

(3) Comply with applicable federal, state, and county rules.

(4) Give adequate notification to User of violations, service interruption, and intent to remove units from operation on the County System.

(5) Provide User one (1) year prior notice to any voluntary upgrades or early compliance with mandates to the County System that will affect User.

TERMINATION AND DEFAULT REMEDIES:

In the event that either party shall default on its obligations under this Agreement, including but not limited to failure to remit payment for license use or failure to provide access to the 800 MHz system, the other party may provide the breaching party with a written notice of default specifying the basis for the default and advising the defaulting party of the time frame to cure the default. All defaults shall be cured within a thirty (30) day time period. The non-defaulting party may grant the defaulting party additional time to cure the default. Subject to the provisions of this Agreement, the non-defaulting party may elect to terminate the Agreement if the default is not remedied in the agreed upon cure period. The County and User reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

Either party may terminate this Agreement upon twelve (12) months written notice from one party to the other. The twelve (12) month notice period shall begin to run at the beginning of User's next fiscal year. Upon termination of this Agreement by the County, the County shall be solely responsible for providing the agreed upon services to User until the expiration of the twelve (12) month period. If the County terminates, the City of Hapeville shall be entitled to receive reimbursement for fees received for services beyond the twelve (12) month period.

AMENDMENTS:

This Agreement may be modified at any time during the term by mutual written consent of the parties.

NOTICES:

All notices shall be given by first class mail except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notice shall be addressed to the parties at the following addresses:

If to the County:

Richard "Dick" Anderson, County Manager
141 Pryor Street, S.W.,
Suite 1000
Atlanta, Georgia 30303
404-612-8335
404-612-0350 (facsimile)

With a copy to:

Soo Jo, County Attorney
141 Pryor Street, S.W.,
Suite 4038
Atlanta, Georgia 30303
404-612-0251
404-730-6324 (facsimile)

If to the City:

Alan Hallman, Mayor
3468 N. Fulton Avenue
Hapeville, GA 30354
404-669-2100
404-669-3302 (facsimile)

With a copy to:

Tim Young, City Manager
3468 N Fulton Avenue
Hapeville, GA 30354
(770) 462-2988 office

Richard M. Glavosek, Chief of Police
Hapeville Police Department
700 Doug Davis Drive
Hapeville, GA 30354
(404) 669-2152 office
(404) 669-2156 fax

Smith, Welch, Webb & White, LLC, City Attorney
P.O. Box 10
2200 Keys Ferry Court
McDonough, GA 30253
(770) 957-3937 office
770-957-9165 fax

NON- ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ENTIRE AGREEMENT:

The County and User acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement.

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.

GOVERNING LAW AND VENUE:

This Agreement shall be governed by the laws of the state of Georgia. The obligations of the parties to this Agreement are performable in Fulton County, Georgia and, if legal action is necessary to enforce same, the parties agree exclusive venue shall lie in Fulton County, Georgia.

EFFECTIVE DATE

This Agreement shall become effective upon its adoption by both governing authorities of the City and County or January 1, 2022, whichever is later.

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

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals.

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier, Clerk (SEAL)
Clerk to the Commission

BOARD OF COMMISSIONERS FULTON COUNTY Georgia FOUNDED, 1853

APPROVED AS TO FORM:

Y. Soo Jo
County Attorney

APPROVED AS TO SUBSTANCE:

Chris Sweigart, Director
Department of Emergency Services 911

CITY OF HAPEVILLE, GEORGIA

Alan Hallman, Mayor
City of Hapeville

ATTEST:

Sharee Steed (SEAL)
City Clerk

APPROVED AS TO SUBSTANCE:

Tim Young, City Manager

Richard M. Glavosek, Chief of Police

APPROVED AS TO FORM:

City Attorney

SEAL

ITEM # 22-0041 RCS 1.19.22
RECESS MEETING

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF 800 MHz RADIO SYSTEM ACCESS BETWEEN FULTON COUNTY, GEORGIA and THE CITY of JOHNS CREEK, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), by and between Fulton County, Georgia (hereinafter the "County"), a political subdivision of the State of Georgia acting by and through its duly elected Board of Commissioners, and the City of Johns Creek (hereinafter "User"), a governmental authority authorized to do business in the State of Georgia, entered into on this 1st day of January 2023.

RECITALS

Whereas the County is the sole owner and operator of an APCO P25 Phase 2 Digital 800 MHz radio system (hereinafter "the County System"); and

Whereas numerous County departments, including the County Police, Sheriff, Marshal, Fire Department, Public Works, General Services Administration, and School Police and National Park Services are presently users on the County System; and

Whereas it is desirable to have a unified system to include entities on the County System who affect and further the goal of protecting the citizens of Fulton County's health, safety, and welfare; and

Whereas User is a governmental authority located within Fulton County and provides public safety services to the citizens of the City of Johns Creek in Fulton County; and

Whereas User therefore affects and furthers the goal of protecting the health, safety, and welfare of the citizens of the County;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the County hereby grants to User a revocable license to use **292** radio units and **4** MCC7500 units on the County's System for the period from January 1, 2023, and ending December 31, 2023 with three (3) consecutive one (1) year automatic renewal options ending on December 31, 2026. Notwithstanding the foregoing, in accordance with the requirement of O.C.G.A. §20-2-506(b), this agreement shall terminate at 2400 hours on December 31, 2023, 2024, 2025 and 2026, unless User terminates the Agreement by providing County with sixty (60) days advance notice of termination prior to the end of the calendar year. No automatic renewal shall occur after December 31, 2026. User's license may be revoked only for good cause and only after User has had an opportunity to show cause why its license should not be revoked before the Board constituted for such purpose as set out in Paragraph Six (6). Such license is not intended to and

does not grant to User any property interest in the County System. Additionally, either party is free to withdraw from this Agreement for any reason and at no cost to each respective party upon sixty (60) days written notice to the other party. This agreement may be renewed by mutual agreement approved by both governing bodies. The parties will meet on or before January 1, 2026, to review service under this Agreement and consider proposed modifications of the term. Any such proposed change is subject to consideration and approval of the Board of Commissioners and Johns Creek Council.

User Agrees To:

(1) Limit the number of all subscriber units, including but not limited to mobile, portable, and console, to **292** radios and **4** console units. User may request additional units by making formal application with supporting documentation of need to the Director of the Department of Emergency Services 911 or his/her designee. The application for additional units shall be reviewed and approved or denied by the Director or his/her designee. The Director or his/her designee, in reviewing an application, will take into account system loading, air time usage, and number of system busies, and will make a decision based on maintaining the efficiency of the County's System for all users. All requests for additional units shall be made at least sixty (60) days prior to the beginning of the County's fiscal year (January 1). In extraordinary cases, additional units may be requested and added after such time and the cost of those additions shall be calculated on a pro rata basis of the original fiscal year contribution. Any application denied may be appealed to the Board constituted for such purposes as set out in Paragraph Six (6) hereinafter. User is absolutely prohibited from selling, assigning or otherwise transferring its license to use the County System, in whole or in part, to any other person or entity.

(2) Be solely responsible for purchasing and maintaining all equipment necessary to be a user on the County System. All subscriber units must be approved by type by the County. A conforming product list is available from the Department of Emergency Services 911 and will be updated from time to time. Products not listed will not be accepted. All maintenance performed on User's units must be certified by a Motorola certified technician, or otherwise consented to in writing by the Director of Emergency Services 911.

(3) Comply with Motorola Software security constraints.

(4) Have any of its devices, equipment, or subscriber units, which cause any problems on the County System immediately taken out of service and repaired by User. User shall be responsible for all repair costs and for any damages or consequences arising out of such problematic device, equipment, or unit.

(5) Guarantee that all persons who will be operating subscriber units are adequately trained in the use of such units, with such training requiring persons to attend an in-house training program for eight (8) to ten (10) weeks in order to obtain the following certifications that are mandatory to perform the duties and responsibilities as a Communications Officer: (a) the State of Georgia Peace Officer Standards and Training's ("POST") Basic Communications Officer Training Course certification; (b) the International Academy of Emergency Dispatch's Emergency Medical Dispatch certification; (c) the American Heart Association's Healthcare Provider Cardio

Pulmonary Resuscitation ("CPR") certification; (d) the Georgia Crime Information Center's ("GCIC") Criminal Justice Information Services ("CJIS") certification; and (e) the GCIC's Security Awareness certification.

(6) Guarantee that its employees who are trained and authorized to use the County System do so in compliance with federal, state, and county laws, codes, regulations and ordinances, as well as this Agreement. Alleged violations of any applicable law, code, regulation, ordinance, or this agreement will be reviewed by the Director or his/her designee. Upon finding a violation has occurred, the Director or his/her designee, in his/her discretion may require the User to remove a unit(s) from the System, place the User on probation for a certain period of time not to exceed six (6) months, and/or take other reasonable action. Persistent violations or misuse of the County System may result in User being removed entirely from the County System after User has had an opportunity to show cause to the Director or his/her designee as to why its license should not be revoked before the Board as set out below. Any action taken by the Director or his/her designee may be appealed to the Board constituted for such purposes, said Board to be comprised of the Director of the Department of Emergency Services 911, the Chief of the Fulton County Police Department, the Fulton County Sheriff, and the Fulton County Marshal. Any adverse decision of this Board shall be appealed to the Fulton County Board of Commissioners, and their decision shall be final. All direct and indirect expenses arising out of violations or misuse by User and its employees and agents shall be borne by User. Additionally, User shall be responsible, at the request of the County, for responding to or assisting the County in responding to any correspondence or complaint received by the County from state or federal regulatory agencies involving User's units.

(7) Restrict its use of the County System to legitimate business-related purposes of the User. The County System shall not be used to conduct personal or unrelated business, except that which is incidental and occasional to the legitimate business-related purposes. Whether such business rises to the level of "incidental and occasional" shall be determined by the Director or his/her designee.

(8) Comply with any and all mandate(s) issued by authorized regulatory agencies. If subsequent to this agreement being entered into, technical or other changes are mandated by a regulatory agency, User will have the opportunity to remain on the County System if User is able to timely comply with the mandate(s). The County will in no way be responsible for bringing User into compliance with the mandate(s) or be responsible for any direct or indirect, tangible or intangible costs, damages, or losses incurred due to the mandates. Notwithstanding the foregoing, User agrees that should the County decide to comply with the mandate(s) in a time period that is shorter than required by the regulatory agency, User agrees to comply within that shorter time period so long as the County provides User at least two (2) years prior notice. If User is unable to comply with the mandate(s) within the applicable time allowed (either by a regulatory agency or the County), User agrees it shall be removed in whole or in part from the County System.

(9) Comply within one (1) year of receipt of notice from the County with any voluntary upgrades to Users equipment that are required due to upgrades or changes to the County System, including a change in vendor. The County will have the sole discretion to update or change the County System. The County will not be responsible for any expenditure, losses, or other claims caused by or attributable to such voluntary upgrades and/or changes to the County System.

(10) Remit to the County in a timely fashion its pro rata share of the estimated cost of the actual annual maintenance cost of the County System. The amount to be paid by User will be calculated based on the number of units accessible to User. If additional units are added within a fiscal year, the cost of the use of those units shall be calculated on a pro rata basis of the original fiscal year contribution. The County Department of Emergency Services 911will invoice the User at least thirty (30) days prior to the due date. Due date shall be annually and payments payable on January l~ of each year; and, the first payment under this contract shall be due and payable within 30 days of agreement execution for the remaining months within the calendar year. A late payment penalty, of ten percent (10%), will apply on all payments not received by the due date. Interest will also accrue at the rate of one percent (1%) per month or part thereof for any payment that is delinquent. The monies received will be placed in a restricted designated fund and managed by the County Finance Department. All monies in the account will be expended exclusively for maintenance, and/or upgrade of the County System. The Board of Commissioners of Fulton County shall have the sole authority to authorize any expenditure from the account. In the event the County System is replaced during the term of this agreement and in the event the cost of such replacement is less than the amount contained in the designated fund, User's pro rata portion of the amount remaining in the fund will be reimbursed. If there is no replacement of the County System during the term of this Agreement, User shall receive no reimbursement or pay any additional assessment. The pro rata share for years 2023 and 2024 is **$417.00** times the number of radio units, **292**, plus **$1,830.00** times the number of MCC7500 consoles, **4**, which equals an annual cost of **$129,084.00**. The pro rata share for years 2025 and 2026 will increase by approximately 6% to **$442.00** times the number of radio units, **292**, plus **$1,830.00** times the number of MCC7500 consoles, **4**, which equals an annual cost of **$136,384.00**.

(11) Abide by any reasonable rules and regulations promulgated by the County regarding the use of the County System. The User shall have the right to review the rules and regulations prior to their adoption and to make suggested changes if any rules or regulations present a conflict with the reasonable operation of the County System. Changes or exceptions to the rules or regulations will voluntarily be made by the County upon a showing by the User of such a conflict.

The County Agrees To:

(1) Maintain and support the core of the County System.

(2) Use best efforts to answer questions and facilitate use of the County System by User.

(3) Comply with federal, state, and county rules.

(4) Give adequate notification to User of violations, service interruption, and intent to remove units from operation on the County System.

(5) Provide User one (1) year prior notice to any voluntary upgrades or early compliance with mandates to the County System that will affect User.

TERMINATION AND DEFAULT REMEDIES:

In the event that either party shall default on its obligations under this Agreement, including but not limited to failure to remit payment for license use or failure to provide access to the 800 MHz system, the other party may provide the breaching party with a written notice of default specifying the basis for the default and advising the defaulting party of the time frame to cure the default. All defaults shall be cured within a (30) day time period. The non-defaulting party may grant the defaulting party additional time to cure the default. Subject to the provisions of this Agreement, the non-defaulting party may elect to terminate the Agreement if the default is not remedied in the agreed upon cure period. The County and User reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

Either party may terminate this Agreement for its convenience at any time upon sixty (60) days written notice to the other party. If the County terminates, the City of Johns Creek shall be entitled to receive reimbursement for fees received for services beyond the 60 days. If the city terminates, the County shall be entitled to a termination fee prorated for 180 days.

AMENDMENTS:

This Agreement may be modified at any time during the term by mutual written consent of the parties.

NOTICES:

All notices shall be given by first class mail except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notice shall be addressed to the parties at the following addresses:

If to the County:

Richard "Dick" Anderson, County Manager
141 Pryor Street, S.W.,
Suite 1000
Atlanta, Georgia 30303
404-612-8335
404-612-0350 (facsimile)

With a copy to:

Soo Jo, County Attorney
141 Pryor Street, S.W.,
Suite 4038
Atlanta, Georgia 30303
404-612-0251
404-730-6324 (facsimile)

If to the City:

Ed Densmore, City Manager
11360 Lakefield Drive
Johns Creek, Georgia 30097

Police Chief Mark Mitchell
11360 Lakefield Drive
Johns Creek, Georgia 30097

Fire Chief Christian Coons
11360 Lakefield Drive
Johns Creek, Georgia 30097

NON- ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ENTIRE AGREEMENT:

The County and User acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement.

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.

GOVERNING LAW AND VENUE:

This Agreement shall be governed by the laws of the state of Georgia. The obligations of the parties to this Agreement are performable in Fulton County, Georgia and, if legal action is necessary to enforce same, the parties agree exclusive venue shall lie in Fulton County, Georgia.

EFFECTIVE DATE

This Agreement shall become effective upon its adoption by both governing authorities of the City and County or January 1, 2023, whichever is later.

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

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals.

FULTON COUNTY, GEORGIA

ATTEST:

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Tonya R. Grier, Clerk (SEAL)
Clerk to the Commission

APPROVED AS TO FORM:

Soo Jo
County Attorney

Chris Sweigart, Director
Fulton County Emergency Services 911

CITY OF JOHNS CREEK, GEORGIA

ATTEST:

Ed Densmore, City Manager
City of Johns Creek

Allison Tarpley, City Clerk (SEAL)

Mark Mitchell, Police Chief
City of Johns Creek

Christian Coons, Fire Chief
City of Johns Creek

APPROVED AS TO FORM:

E. Ronald Bennett, Jr., City Attorney

ITEM #22-0912 RM 12/7/22
REGULAR MEETING

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF 800 MHz RADIO SYSTEM ACCESS BETWEEN FULTON COUNTY, GEORGIA and THE CITY of PALMETTO, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), by and between Fulton County, Georgia (hereinafter the "County"), a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and the City of Palmetto, Georgia (hereinafter "User"), a governmental authority authorized to do business in the State of Georgia, entered into this _____1st_____ day of ____January____, 2023

RECITALS

Whereas the County is the sole owner and operator of an APCO P25 Phase 2 Digital 800 MHz radio system (hereinafter "the County System"); and

Whereas numerous County departments, including the Police, Sheriff, Marshal, Public Works, General Services Administration, School Police, and National Park Services, are presently users on the System; and

Whereas it is desirable to have a unified system to include entities on the System who affect and further the goal of protecting the citizens of Fulton County's health, safety, and welfare; and

Whereas User is a governmental authority located within Fulton County and provides public safety services to the citizens of the City of Palmetto in Fulton County; and

Whereas User therefore affects and furthers the goal of protecting the health, safety, and welfare of the citizens of the County;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the County hereby grants to User a revocable license to use **61** radio units on the County's System for the period from January 1, 2023, and ending December 31, 2023, with three (3) consecutive one (1) year automatic renewal options ending on December 31, 2026. User's license may be revoked only for good cause and only after User has had an opportunity to show cause why its license should not be revoked before the Board constituted for such purpose as set out in Paragraph Six (6). Such license is not intended to and does not grant to User any property interest in the County System. Additionally, either party is free to withdraw from this Agreement for any reason and at no cost to each respective party upon sixty (60) days written notice to the other party. This agreement may be renewed by mutual agreement approved by both governing bodies. The parties will meet on or before December 31, 2026, to review service under this Agreement and consider proposed modifications of the term. Any such

proposed change is subject to consideration and approval of the Board of Commissioners and Palmetto Council.

User Agrees To:

(1) Limit the number of all subscriber units, including but not limited to mobile, portable, and console, to **61**. User may request additional units by making formal application with supporting documentation of need to the Director of the Department of Emergency Services 911 or his/her designee. The application for additional units shall be reviewed and approved or denied by the Director or his/her designee. The Director or his/her designee, in reviewing an application, will take into account system loading, airtime usage, number of system busies, and will make a decision based on maintaining the efficiency of the County's System for all users. All requests for additional units shall be made at least sixty (60) days prior to the beginning of the County's fiscal year (January 1). In extraordinary cases, additional units may be requested and added after such time and the cost of those additions shall be calculated on a pro rata basis of the original fiscal year contribution. Any application denied may be appealed to the Board constituted for such purposes as set out in Paragraph Six (6) hereinafter. User is absolutely prohibited from selling, assigning, or otherwise transferring its license to use the County System, in whole or in part, to any other person or entity.

(2) Be solely responsible for purchasing and maintaining all equipment necessary to be a user on the County System. All subscriber units must be approved by type by the County. A conforming product list is available from the Department of Emergency Services 911 and will be updated from time to time. Products not listed will not be accepted. All maintenance performed on User's units must be certified by a Motorola certified technician, or otherwise consented to in writing by the Director of the Department of Emergency Services 911.

(3) Comply with Motorola Software security constraints.

(4) Have any of its devices, equipment, or subscriber units, which cause any problems on the County System immediately taken out of service and repaired by User. User shall be responsible for all repair costs and for any damages or consequences arising out of such problematic device, equipment, or unit.

(5) Guarantee that all persons who will be operating subscriber units are adequately trained in the use of such units, with such training requiring persons to attend an in-house training program for eight (8) to ten (10) weeks in order to obtain the following certifications that are mandatory to perform the duties and responsibilities as a communications officer: (a) the State of Georgia Peace Officer Standards and Training's Basic Communications Officer Training Course certification; (b) the International Academy of Emergency Dispatch's Emergency Medical Dispatch certification; (c) the American Heart Association's Healthcare Provider Cardio Pulmonary Resuscitation certification; (d) the Georgia Crime Information Center's ("GCIC") Criminal Justice Information Services certification; and (e) the GCIC's Security Awareness certification.

(6) Guarantee that its employees who are trained and authorized to use the County System do so in compliance with federal, state, and county laws, codes, regulations, and ordinances, as well as this Agreement. Alleged violations of any applicable law, code, regulation, ordinance, or this agreement will be reviewed by the Director or his/her designee. Upon finding a violation has occurred, the Director or his/her designee, in his/her discretion may require the User to remove a unit(s) from the System, place the User on probation for a certain period of time not to exceed six (6) months, and/or take other reasonable action. Persistent violations or misuse of the County System may result in User being removed entirely from the County System after User has had an opportunity to show cause why its license should not be revoked before the Board as set out below. Any action taken by the Director, or his designee may be appealed to the Board constituted for such purposes, said Board to be comprised of the Director of the Department of Emergency Services 911, the Chief of the Fulton County Police Department, the Fulton County Sheriff, and Fulton County Marshal. Any adverse decision of this Board shall be appealed to the Fulton County Board of Commissioners, and their decision shall be final. All direct and indirect expenses arising out of violations or misuse by User and its employees and agents shall be borne by User. Additionally, User shall be responsible, at the request of the County, for responding to or assisting the County in responding to any correspondence or complaint received by the County from state or federal regulatory agencies involving User's units.

(7) Restrict its use of the County System to legitimate business-related purposes of the User. The County System shall not be used to conduct personal or unrelated business, except that which is incidental and occasional.

(8) Comply with any and all mandate(s) issued by authorized regulatory agencies. If subsequent to this agreement being entered into, technical or other changes are mandated by a regulatory agency, User will have the opportunity to remain on the County System if User is able to timely comply with the mandate(s). The County will in no way be responsible for bringing User into compliance with the mandate(s) or be responsible for any direct or indirect, tangible, or intangible costs, damages, or losses incurred due to the mandates. Notwithstanding the foregoing, User agrees that should the County decide to comply with the mandate(s) in a time period that is shorter than required by the regulatory agency, User agrees to comply within that shorter time period so long as the County provides User at least two (2) years prior notice. If User is unable to comply with the mandate(s) within the applicable time allowed (either by a regulatory agency or the County), User agrees it shall be removed in whole or in part from the County System.

(9) Comply within one (1) year of receipt of notice from the County with any voluntary upgrades to Users equipment that are required due to upgrades or changes to the County System, including a change in vendor. The County will have the sole discretion to update or change the County System. The County will not be responsible for any expenditure, losses, or other claims caused by or attributable to such voluntary upgrades and/or changes to the County System.

(10) Remit to the County in a timely fashion its pro rata share of the estimated cost of the actual annual maintenance cost of the County System. The amount to be paid by User will be calculated based on the number of units accessible to User. If additional units are added within

a fiscal year, the cost of the use of those units shall be calculated on a pro rata basis of the original fiscal year contribution. The County Department of Emergency Services 911 will invoice the User at least thirty (30) days prior to the due date. Due date shall be annually and payments payable on January l~ of each year; and the first payment under this contract shall be due and payable within 30 days of agreement execution for the remaining months within the calendar year. A late payment penalty, of ten percent (10%), will apply on all payments not received by the due date. Interest will also accrue at the rate of one percent (1%) per month or part thereof for any payment that is delinquent. The monies received will be placed in a restricted designated fund and managed by the County Finance Department. All monies in the account will be expended exclusively for maintenance, and/or upgrade of the County System. The Board of Commissioners of Fulton County shall have the sole authority to authorize any expenditure from the account. In the event the County System is replaced during the term of this agreement, and in the event the cost of such replacement is less than the amount contained in the designated fund, User's pro rata portion of the amount remaining in the fund will be reimbursed. If there is no replacement of the County System during the term of this agreement, User shall receive no reimbursement or pay any additional assessment. The pro rata share for years 2023 and 2024 is **$417.00** times the number of radio units, **61**, equals annual cost of **$25,437.00**. The pro rata share for years 2025 and 2026 will increase by approximately 6% to **$442.00** times the number of radio units, **61**, equals annual cost of **$26,962.00**.

(11) Abide by any reasonable rules and regulations promulgated by the County regarding the use of the County System. The User shall have the right to review the rules and regulations prior to their adoption and to make suggested changes if any rules or regulations present a conflict with the reasonable operation of the User System. Changes or exceptions to the rules or regulations will voluntarily be made by the County upon a showing by the User of such a conflict.

The County Agrees To:

(1) Maintain and support the core of the County System.

(2) Use best efforts to answer questions and facilitate use of the County System by User.

(3) Comply with federal, state, and county rules.

(4) Give adequate notification to User of violations, service interruption, and intent to remove units from operation on the County System; and

(5) Provide User one (1) year prior notice to any voluntary upgrades or early compliance with mandates to the County System that will affect User.

TERMINATION AND DEFAULT REMEDIES:

In the event that either party shall default on its obligations under this Agreement, including but not limited to failure to remit payment for license use or failure to provide access to the 800 MHz

system, the other party may provide the breaching party with a written notice of default specifying the basis for the default and advising the defaulting party of the time frame to cure the default. All defaults shall be cured within a (30) day time period. The non-defaulting party may grant the defaulting party additional time to cure the default. Subject to the provisions of this Agreement, the non-defaulting party may elect to terminate the Agreement if the default is not remedied in the agreed upon cure period. The County and User reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

Either party may terminate this Agreement for its convenience at any time upon sixty (60) days written notice to the other party. If the County terminates, the City of Palmetto shall be entitled to receive reimbursement for fees received for services beyond the 60 days. If the city terminates, the County shall be entitled to termination fees prorated for 180 days.

AMENDMENTS:

This Agreement may be modified at any time during the term by mutual written consent of the parties.

NOTICES:

All notices shall be given by first class mail except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notice shall be addressed to the parties at the following addresses:

If to the County:

Richard "Dick" Anderson, County Manager
141 Pryor Street, S.W.,
Suite 1000
Atlanta, Georgia 30303
404-612-8335
404-612-0350 (facsimile)

With a copy to:

Soo Jo, County Attorney
141 Pryor Street, S.W.,
Suite 4038
Atlanta, Georgia 30303
404-612-0235
404-730-6324 (facsimile)

If to the City:

J. Clark Boddie, Mayor
City of Palmetto
509 Toombs Street
Palmetto, Georgia 30268
770-463-3377
770-463-2890 (facsimile)

Cindy Hanson, City Clerk
City of Palmetto
509 Toombs Street
Palmetto, Georgia 30268
770-463-3377

Bryan Hergesell, Chief of Police
401 Carlton Road
Palmetto, Georgia 30268
770-463-9068

Henry W. Argo, Fire Chief
595 Toombs Street
Palmetto, Georgia 30268
770-463-2990

NON- ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ENTIRE AGREEMENT:

The County and User acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement.

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.

GOVERNING LAW AND VENUE:

This Agreement shall be governed by the laws of the state of Georgia. The obligations of the

parties to this Agreement are performable in Fulton County, Georgia and, if legal action is necessary to enforce same, the parties agree exclusive venue shall lie in Fulton County, Georgia.

EFFECTIVE DATE

This Agreement shall become effective upon its adoption by both governing authorities of the City and County or January 1, 2023, whichever is later.

WHEREFORE, the parties having read and understood the terms of this agreement, they do hereby agree to such terms by execution of their signatures on the next page.

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals.

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier, Clerk (SEAL)
Clerk to the Commission

APPROVED AS TO FORM:

Soo Jo
County Attorney

APPROVED AS TO SUBSTANCE

Chris Sweigart, Director
Department of Emergency Services 911

CITY OF PALMETTO, GEORGIA

J. Clark Boddie, Mayor (SEAL)
City of Palmetto

ATTEST:

Cindy Hanson, City Clerk
City of Palmetto

APPROVED AS TO SUBSTANCE

Dennis Davenport, City Attorney
City of Palmetto

Bryan Hergesell, Chief of Police
City of Palmetto

Henry W. Argo, Fire Chief
City of Palmetto

APPROVED AS TO FORM:

City Attorney

ITEM # 22-0918 RM 12/7/22
REGULAR MEETING

Docusign Envelope ID: 20CBC360-4C3D-48E1-83D0-727666286956

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF 800 MHz RADIO SYSTEM ACCESS and RECORDS MANAGEMENT SYSTEM (RMS) BETWEEN FULTON COUNTY, GEORGIA and THE CITY of SOUTH FULTON, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), by and between Fulton County, Georgia (hereinafter "County"), a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and the City of South Fulton, Georgia (hereinafter "City"), a municipality authorized to do business in the State of Georgia, entered into this 1st day of October, 2025.

RECITALS

Whereas the County is the sole owner and operator of an APCO P25 Phase 2 Digital 800 MHz radio system (hereinafter "the County System"); and

Whereas numerous County departments, including the Police, Sheriff, Marshal, Registration and Elections, Public Works, General Services Administration, School Police, Animal Services and National Park Services are presently users on the System; and

Whereas it is desirable to have a unified system to include entities on the System who affect and further the goal of protecting the citizens of Fulton County's health, safety, and welfare; and

Whereas User is a municipality duly incorporated under the laws of Georgia; and

Whereas User is a governmental authority located within Fulton County and provides public safety services to the citizens of the City of South Fulton in Fulton County; and

Whereas User therefore affects and furthers the goal of protecting the health, safety, and welfare of the citizens of the County;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the County hereby grants to User a revocable license to use **921** radio units on the County's System for the period from October 1, 2025, and ending September 30, 2026, with three (3) renewal options ending September 30, 2029. User's license may be revoked only for good cause and only after User has had an opportunity to show cause why its license should not be revoked before the Board constituted for such purpose as set out in Paragraph Six (6). Such license is not intended to and does not grant to User any property interest in the County System. Additionally, either party is free to withdraw from this Agreement for any reason and at no cost to each respective party upon sixty (60) days written notice to the other party. This agreement may be renewed by mutual agreement approved by both governing bodies. The parties will meet on or before September 1, 2029, to review service under this Agreement and consider proposed

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modifications of the term. Any such proposed change is subject to consideration and approval of the Board of Commissioners and City Council.

User Agrees To:

(1) Limit the number of all subscriber units, including but not limited to mobile, portable, and console to **921**. User may request additional units by making formal application with supporting documentation of need to the Director of the Department of Emergency Services 911 or his/her designee. The application for additional units shall be reviewed and approved or denied by the Director or his/her designee. The Director or his/her designee, in reviewing an application, will take into account system loading, airtime usage, number of system busies, and will make a decision based on maintaining the efficiency of the County's System for all users. All requests for additional units shall be made at least sixty (60) days prior to the beginning of the County's fiscal year (January 1). In extraordinary cases, additional units may be requested and added after such time and the cost of those additions shall be calculated on a pro rata basis of the original fiscal year contribution. Any application denied may be appealed to the Board constituted for such purposes as set out in Paragraph Six (6) hereinafter. User is absolutely prohibited from selling, assigning or otherwise transferring its license to use the County System, in whole or in part, to any other person or entity.

(2) Be solely responsible for purchasing and maintaining all equipment necessary to be a user on the County System. All subscriber units must be approved by type by the County. A conforming product list is available from the Department of Emergency Services 911 and will be updated from time to time. Products not listed will not be accepted. All maintenance performed on User's units must be certified by a Motorola certified technician, or otherwise consented to in writing by the Director of the Department of Emergency Services 911.

(3) Comply with Motorola Software security constraints.

(4) Have any of its devices, equipment, or subscriber units, which cause any problems on the County System immediately taken out of service and repaired by User. User shall be responsible for all repair costs and for any damages or consequences arising out of such problematic device, equipment, or unit.

(5) Guarantee that all persons who will be operating subscriber units are adequately trained in the use of such units.

(6) Guarantee that its employees who are trained and authorized to use the System do so in compliance with federal, state, and county laws, codes, regulations, and ordinances, as well as this Agreement. Alleged violations of any applicable law, code, regulation, ordinance, or this agreement will be reviewed by the Director or his/her designee. Upon finding a violation has occurred, the Director or his/her designee, in his/her discretion may require the User to remove a unit(s) from the System, place the User on probation for a certain period of time not to exceed six (6) months, and/or take other reasonable action. Persistent violations or misuse of the County System may result in User being removed entirely from the County System after User has had an

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opportunity to show cause why its license should not be revoked before the Board as set out below. Any action taken by the Director or his/her designee may be appealed to the Board constituted for such purposes, said Board to be comprised of the Director of the Department of Emergency Services 911, the Chief of the Fulton County Police Department, the Fulton County Sheriff, and Fulton County Marshal. Any adverse decision of this Board shall be appealed to the Fulton County Board of Commissioners, and their decision shall be final. All direct and indirect expenses arising out of violations or misuse by User and its employees and agents shall be borne by User. Additionally, User shall be responsible, at the request of the County, for responding to or assisting the County in responding to any correspondence or complaint received by the County from state or federal regulatory agencies involving User's units.

(7) Restrict its use of the County System to legitimate business-related purposes of the User. The County System shall not be used to conduct personal or unrelated business, except that which is incidental and occasional.

(8) Comply with any and all mandate(s) issued by authorized regulatory agencies. If subsequent to this agreement being entered into, technical or other changes are mandated by a regulatory agency, User will have the opportunity to remain on the County System if User is able to timely comply with the mandate(s). The County will in no way be responsible for bringing User into compliance with the mandate(s) or be responsible for any direct or indirect, tangible, or intangible costs, damages, or losses incurred due to the mandates. Notwithstanding the foregoing, User agrees that should the County decide to comply with the mandate(s) in a time period that is shorter than required by the regulatory agency, User agrees to comply within that shorter time period so long as the County provides User at least two (2) years prior notice. If User is unable to comply with the mandate(s) within the applicable time allowed (either by a regulatory agency or the County), User agrees it shall be removed in whole or in part from the County System.

(9) Comply within one (1) year of receipt of notice from the County with any voluntary upgrades to User's equipment that are required due to upgrades or changes to the County System, including a change in vendor. The County will have the sole discretion to update or change the County System. The County will not be responsible for any expenditure, losses, or other claims caused by or attributable to such voluntary upgrades and/or changes to the County System.

(10) Remit to the County in a timely fashion its pro rata share of the estimated cost of the actual annual maintenance cost of the County System. The amount to be paid by User will be calculated based on the number of units accessible to User. If additional units are added within a fiscal year, the cost of the use of those units shall be calculated on a pro rata basis of the original fiscal year contribution. The County Department of Emergency Services 911 will invoice the User at least thirty (30) days prior to the due date. Due date shall be annually and payments payable on January l~ of each year; and the first payment under this contract shall be due and payable within 30 days of agreement execution for the remaining months within the calendar year. A late payment penalty, of ten percent (10%), will apply on all payments not received by the due date. Interest will also accrue at the rate of one percent (1%) per month or part thereof for

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any payment that is delinquent. The monies received will be placed in a restricted designated fund and managed by the County Finance Department. All monies in the account will be expended exclusively for maintenance, and/or upgrade of the County System. The Board of Commissioners of Fulton County shall have the sole authority to authorize any expenditure from the account. In the event the County System is replaced during the term of this agreement and in the event the cost of such replacement is less than the amount contained in the designated fund, User's pro rata portion of the amount remaining in the fund will be reimbursed. If there is no replacement of the County System during the term of this agreement, User shall receive no reimbursement or pay any additional assessment. The pro rata share for years 2025 and 2026 is **$417** times the number of radio units **921**, equals annual cost of **$384,057.00** or **$32,004.75** monthly. The pro rata share for years 2027 and 2028 will increase by 6% to **$442** times the number of radio units **921** equals annual cost of **$407,082.00** or **$33,923.50** monthly. The total radio units include police and fire for the City of South Fulton. Additionally, the county is entitled to impose and retain an annual subsidy from the city for the Records Management System (RMS) October 1 – September 30 of each year in the amount of **$175,904.15** or **$14,658.68** monthly.

(11) Abide by any reasonable rules and regulations promulgated by the County regarding the use of the County System. The User shall have the right to review the rules and regulations prior to their adoption and to make suggested changes if any rules or regulations present a conflict with the reasonable operation of the User System. Changes or exceptions to the rules or regulations will voluntarily be made by the County upon a showing by the User of such a conflict.

The County Agrees To:

(1) Maintain and support the core of the County System.

(2) Use best efforts to answer questions and facilitate use of the County System by User.

(3) Comply with federal, state, and county rules.

(4) Give adequate notification to User of violations, service interruption, and intent to remove units from operation on the County System.

(5) Provide User one (1) year prior notice to any voluntary upgrades or early compliance with mandates to the County System that will affect User.

(6) Guarantee that all persons who will be operating the APCO P25 Phase 2 Digital 800 MHz radio system are adequately trained, with such training requiring persons to attend an in-house training program for ten (10) to twelve (12) weeks in order to obtain the following certifications that are mandatory to perform the duties and responsibilities as a communications officer: (a) the State of Georgia Peace Officer Standards and Training's Basic Communications Officer Training Course certification; (b) the International Academy of Emergency Dispatch's Emergency Medical Dispatch certification; (c) the American Heart Association's Healthcare Provider Cardio

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Pulmonary Resuscitation certification; (d) the Georgia Crime Information Center's ("GCIC") Criminal Justice Information Services certification; and (e) the GCIC's Security Awareness certification.

TERMINATION AND DEFAULT REMEDIES:

In the event that either party shall default on its obligations under this Agreement, including but not limited to failure to remit payment for license use or failure to provide access to the Digital 800 MHz system, the other party may provide the breaching party with a written notice of default specifying the basis for the default and advising the defaulting party of the time frame to cure the default. All defaults shall be cured within a (30) day time period. The non-defaulting party may grant the defaulting party additional time to cure the default. Subject to the provisions of this Agreement, the non-defaulting party may elect to terminate the Agreement if the default is not remedied in the agreed upon cure period. The County and User reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

Either party may terminate this Agreement for its convenience at any time upon sixty (60) days written notice to the other party. If the County terminates, the City of South Fulton shall be entitled to receive reimbursement for fees received for services beyond the 60 days. If the city terminates, the County shall be entitled to termination fees prorated for 180 days.

AMENDMENTS:

This Agreement may be modified at any time during the term by mutual written consent of the parties.

NOTICES:

All notices shall be given by first class mail except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notice shall be addressed to the parties at the following addresses:

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If to the County:

Richard "Dick" Anderson, County Manager
141 Pryor Street, S.W.,
Suite 1000
Atlanta, Georgia 30303
404-612-8335
404-612-0350 (facsimile)

With a copy to:

Y. Soo Jo, County Attorney
141 Pryor Street, S.W.,
Suite 4038
Atlanta, Georgia 30303
404-612-0235
404-730-6324 (facsimile)

If to the City:

khalid kamau, Mayor
City of South Fulton
5440 Fulton Industrial Blvd
South Fulton, GA 30336
470-809-7710

Sharon D. Subadan, City Manager
City of South Fulton
4715 Frederick Drive SW
South Fulton, GA 30336
470-809-7700

Dr. Cedric Alexander, Interim Managing Director of Public Safety
City of South Fulton
100 Hartsfield Center Pkwy
Suite 200
Atlanta, GA 30354
470-809-7300

Chad Jones, Fire Chief
City of South Fulton
4715 Frederick Drive SW
South Fulton, GA 30336
470-809-7575

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NON-ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ENTIRE AGREEMENT:

The County and User acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement.

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.

GOVERNING LAW AND VENUE:

This Agreement shall be governed by the laws of the State of Georgia. The obligations of the parties to this Agreement are performable in Fulton County, Georgia and, if legal action is necessary to enforce same, the parties agree exclusive venue shall lie in Fulton County, Georgia.

EFFECTIVE DATE:

This Agreement shall become effective upon its adoption by both governing authorities of the City and County or effective upon the Board of Commissioners approval, whichever is later.

WHEREFORE, the parties, having read and understood the terms of this agreement, they do hereby agree to such terms by execution of their signatures on the next page.

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IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals

FULTON COUNTY, GEORGIA

Robert L. Pitts

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier, Clerk (SEAL)
Clerk to the Commission

APPROVED AS TO FORM:

Y Soo Jo

Y. Soo Jo, County Attorney
County Attorney Office

APPROVED AS TO SUBSTANCE:

Chris Sweigart, Director
Department of Emergency Services 911

CITY OF SOUTH FULTON, GEORGIA

khalid kamau, Mayor
City of South Fulton

ATTEST:

Corey Adams

Corey Adams (SEAL)
Municipal Clerk

APPROVED AS TO SUBSTANCE:

Dr. Cedric Alexander, Interim Managing
Director of Public Safety
City of South Fulton

Chad Jones

Chad Jones, Fire Chief
City of South Fulton

APPROVED AS TO FORM:

Sharon D. Subadan, City Manager
City of South Fulton

Sara Kelly (Oct 24, 2025 18:13:43 EDT)

Sara D.E. Kelly, Interim City Attorney
City of South Fulton

Docusign Envelope ID: 20CBC360-4C3D-48E1-83D0-727666286956

3. The Information Technology Department, in partnership with the Police and Fire & Rescue Departments requests approval to enter into an Intergovernmental Agreement (IGA) with the Fulton Emergency Service to provide **911 Emergency Communication Services and 800 MHz Radio System Access and Record Management System.** The annual cost for the 911 Emergency Communication Services is $1,650.000, the cost for the 800MHz Radio System is $407,082.00, and the cost for the Records Management System is $175,904.15 for a total amount of $2,232,986.000.

A motion was made to Approve Item XI:A 3 and B. 1. The motion was approved unanimously, 7-0.

Motion (Approve A.3, B1): Councilmember Rowell
Second: Councilmember Gumbs
(Motion Passed)

Yea:	7 Councilmember Rowell, Councilmember Gumbs, Councilmember Willis, Councilmember Sebastian, Councilmember Bell, Councilmember Williams-Brown, Councilmember Pritchett
Nay:	0 None
Abstain:	0 None
Not Voting:	1 Mayor khalid kamau

B. Public Works

1. The Public Works Department seeks Council approval to award **Project No. 25-08-Flat Shoals Road ATMS-SU700** to NGT Group LLC, the lowest responsive/responsible bidder for four million, two hundred twenty-two thousand, two hundred seventy dollars and forty cents ($4,222,270.40). With a 10% contingency of four hundred twenty-two thousand, two hundred twenty-seven dollars and four cents ($422,227.04) for a total not to exceed amount of four million, six hundred forty-four thousand, four hundred ninety-seven dollars and forty-four cents ($4,644,497.44).

A motion was made to Approve Item XI:A 3 and B. 1. The motion was approved unanimously, 7-0.

Motion (Approve A.3, B1): Councilmember Rowell
Second: Councilmember Gumbs
(Motion Passed)

Yea:	7 Councilmember Rowell, Councilmember Gumbs, Councilmember Willis, Councilmember Sebastian, Councilmember Bell, Councilmember Williams-Brown, Councilmember Pritchett
Nay:	0 None
Abstain:	0 None
Not Voting:	1 Mayor khalid kamau

UC#2023-19

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF 800 MHz RADIO SYSTEM ACCESS BETWEEN FULTON COUNTY, GEORGIA and THE CITY of UNION CITY, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), by and between Fulton County, Georgia (hereinafter the "County"), a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and the City of Union City, Georgia (hereinafter "User"), a municipality of the State of Georgia, entered into this 20th day of June, 2023 (30)

RECITALS

Whereas the County is the sole owner and operator of an APCO P25 Phase 2 Digital 800 MHz radio system (hereinafter "the County System"); and

Whereas numerous County departments, including the Police, Sheriff, Marshal, Fire Department, Public Works, General Services Administration, and School Police and National Park Services are presently users on the System; and

Whereas it is desirable to have a unified system to include entities on the System who affect and further the goal of protecting the citizens of Fulton County's health, safety, and welfare; and

Whereas User is a governmental authority located within Fulton County and provides public safety services to the citizens of the City of Union City in Fulton County; and

Whereas User therefore affects and furthers the goal of protecting the health, safety, and welfare of the citizens of the County;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the County hereby grants to User a revocable license to use 270 radio units on the County's System for the period from January 1, 2023, and ending December 31, 2023 with three (3) consecutive one (1) year automatic renewal options ending on December 31, 2026. User's license may be revoked only for good cause and only after User has had an opportunity to show cause why its license should not be revoked before the Board constituted for such purpose as set out in Paragraph Six (6). Such license is not intended to and does not grant to User any property interest in the County System. Additionally, either party is free to withdraw from this Agreement for any reason and at no cost to each respective party upon sixty (60) days written notice to the other party. This agreement may be renewed by mutual agreement approved by both governing bodies. The parties will meet on or before January 1, 2026, to review service under this Agreement and consider proposed modifications of the term. Any such proposed change is

subject to consideration and approval of the Board of Commissioners and Union City Council.

User Agrees To:

(1) Limit the number of all subscriber units, including but not limited to mobile, portable, and console, to **270**. User may request additional units by making formal application with supporting documentation of need to the Director of the Department of Emergency Services 911 or his/her designee. The application for additional units shall be reviewed and approved or denied by the Director or his/her designee. The Director or his/her designee, in reviewing an application, will take into account system loading, airtime usage, number of system busies, and will make a decision based on maintaining the efficiency of the County's System for all users. All requests for additional units shall be made at least sixty (60) days prior to the beginning of the County's fiscal year (January 1). In extraordinary cases, additional units may be requested and added after such time and the cost of those additions shall be calculated on a pro rata basis of the original fiscal year contribution. Any application denied may be appealed to the Board constituted for such purposes as set out in Paragraph Six (6) hereinafter. User is absolutely prohibited from selling, assigning, or otherwise transferring its license to use the County System, in whole or in part, to any other person or entity.

(2) Be solely responsible for purchasing and maintaining all equipment necessary to be a user on the County System. All subscriber units must be approved by type by the County. A conforming product list is available from the Department of Emergency Services 911 and will be updated from time to time. Products not listed will not be accepted. All maintenance performed on User's units must be certified by a Motorola certified technician, or otherwise consented to in writing by the Director of the Department of Emergency Services 911.

(3) Comply with Motorola Software security constraints.

(4) Have any of its devices, equipment, or subscriber units, which cause any problems on the County System immediately taken out of service and repaired by User. User shall be responsible for all repair costs and for any damages or consequences arising out of such problematic device, equipment, or unit.

(5) Guarantee that all persons who will be operating subscriber units are adequately trained in the use of such units, with such training requiring persons to attend an in-house training program for eight (8) to ten (10) weeks in order to obtain the following certifications thar are mandatory to perform the duties and responsibilities as a communications officer: (a) the State of Georgia Peace Officer Standards and Training's Basic Communications Officer Training Course certification; (b) the International Academy of Emergency Dispatch's Emergency Medical Dispatch certification; (c) the American Heart Association's Healthcare Provider Cardio Pulmonary Resuscitation certification; (d) the Georgia Crime Information Center's ("GCIC") Criminal Justice Information Services certification; and (e) the GCIC's Security Awareness certification.

(6) Guarantee that its employees who are trained and authorized to use the County System do

so in compliance with federal, state, and county laws, codes, regulations, and ordinances, as well as this Agreement. Alleged violations of any applicable law, code, regulation, ordinance, or this agreement will be reviewed by the Director or his/her designee. Upon finding a violation has occurred, the Director or his/her designee, in his/her discretion may require the User to remove a unit(s) from the System, place the User on probation for a certain period of time not to exceed six (6) months, and/or take other reasonable action. Persistent violations or misuse of the County System may result in User being removed entirely from the County System after User has had an opportunity to show cause why its license should not be revoked before the Board as set out below. Any action taken by the Director, or his designee may be appealed to the Board constituted for such purposes, said Board to be comprised of the Director of the Department of Emergency Services 911, the Chief of the Fulton County Police Department, the Fulton County Sheriff, and Fulton County Marshal. Any adverse decision of this Board shall be appealed to the Fulton County Board of Commissioners, and their decision shall be final. All direct and indirect expenses arising out of violations or misuse by User and its employees and agents shall be borne by User. Additionally, User shall be responsible, at the request of the County, for responding to or assisting the County in responding to any correspondence or complaint received by the County from state or federal regulatory agencies involving User's units.

(7) Restrict its use of the County System to legitimate business-related purposes of the User. The County System shall not be used to conduct personal or unrelated business, except that which is incidental and occasional.

(8) Comply with any and all mandate(s) issued by authorized regulatory agencies. If subsequent to this agreement being entered into, technical or other changes are mandated by a regulatory agency, User will have the opportunity to remain on the County System if User is able to timely comply with the mandate(s). The County will in no way be responsible for bringing User into compliance with the mandate(s) or be responsible for any direct or indirect, tangible, or intangible costs, damages, or losses incurred due to the mandates. Notwithstanding the foregoing, User agrees that should the County decide to comply with the mandate(s) in a time period that is shorter than required by the regulatory agency, User agrees to comply within that shorter time period so long as the County provides User at least two (2) years prior notice. If User is unable to comply with the mandate(s) within the applicable time allowed (either by a regulatory agency or the County), User agrees it shall be removed in whole or in part from the County System.

(9) Comply within one (1) year of receipt of notice from the County with any voluntary upgrades to Users equipment that are required due to upgrades or changes to the County System, including a change in vendor. The County will have the sole discretion to update or change the County System. The County will not be responsible for any expenditure, losses, or other claims caused by or attributable to such voluntary upgrades and/or changes to the County System.

(10) Remit to the County in a timely fashion its pro rata share of the estimated cost of the actual annual maintenance cost of the County System. The amount to be paid by User will be calculated based on the number of units accessible to User. If additional units are added within a fiscal year, the cost of the use of those units shall be calculated on a pro rata basis of the

original fiscal year contribution. The County Department of Emergency Services 911 will invoice the User at least thirty (30) days prior to the due date. Due date shall be annually and payments payable on January 1~ of each year; and the first payment under this contract shall be due and payable within 30 days of agreement execution for the remaining months within the calendar year. A late payment penalty, of ten percent (10%), will apply on all payments not received by the due date. Interest will also accrue at the rate of one percent (1%) per month or part thereof for any payment that is delinquent. The monies received will be placed in a restricted designated fund and managed by the County Finance Department. All monies in the account will be expended exclusively for maintenance, and/or upgrade of the County System. The Board of Commissioners of Fulton County shall have the sole authority to authorize any expenditure from the account. In the event the County System is replaced during the term of this agreement and in the event the cost of such replacement is less than the amount contained in the designated fund, User's pro rata portion of the amount remaining in the fund will be reimbursed. If there is no replacement of the County System during the term of this agreement, User shall receive no reimbursement or pay any additional assessment. The pro rata share for years 2023 and 2024 is **$417.00** times the number of radio units, **270**, equals annual cost of **$112,590.00**. The pro rata share for years 2025 and 2026 will increase by approximately 6% to **$442.00** times the number of radio units, **270**, equals annual cost of **$119,340.00**.

(11) Abide by any reasonable rules and regulations promulgated by the County regarding the use of the County System. The User shall have the right to review the rules and regulations prior to their adoption and to make suggested changes if any rules or regulations present a conflict with the reasonable operation of the User System. Changes or exceptions to the rules or regulations will voluntarily be made by the County upon a showing by the User of such a conflict.

The County Agrees To:

(1) Maintain and support the core of the County System.

(2) Use best efforts to answer questions and facilitate use of the County System by User.

(3) Comply with federal, state, and county rules.

(4) Give adequate notification to User of violations, service interruption, and intent to remove units from operation on the County System; and

(5) Provide User one (1) year prior notice to any voluntary upgrades or early compliance with mandates to the County System that will affect User.

TERMINATION AND DEFAULT REMEDIES:

In the event that either party shall default on its obligations under this Agreement, including but not limited to failure to remit payment for license use or failure to provide access to the 800 MHz system, the other party may provide the breaching party with a written notice of default

specifying the basis for the default and advising the defaulting party of the time frame to cure the default. All defaults shall be cured within a (30) day time period. The non-defaulting party may grant the defaulting party additional time to cure the default. Subject to the provisions of this Agreement, the non-defaulting party may elect to terminate the Agreement if the default is not remedied in the agreed upon cure period. The County and User reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

Either party may terminate this Agreement for its convenience at any time upon sixty (60) days written notice to the other party. If the County terminates, the City of Union City shall be entitled to receive reimbursement for fees received for services beyond the 60 days. If the city terminates, the County shall be entitled to termination fees prorated for 180 days.

AMENDMENTS:

This Agreement may be modified at any time during the term by mutual written consent of the parties.

NOTICES:

All notices shall be given by first class mail except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notice shall be addressed to the parties at the following addresses:

If to the County:

Richard "Dick" Anderson, County Manager
141 Pryor Street, S.W.,
Suite 1000
Atlanta, Georgia 30303
404-612-8335
404-612-0350 (facsimile)

With a copy to:

Soo Jo, County Attorney
141 Pryor Street, S.W.,
Suite 4038
Atlanta, Georgia 30303
404-612-0251
404-730-6324 (facsimile)

If to the City:

Sonja Fillingame, City Manager
City of Union City
5047 Union Street
Union City, Georgia 30213
770-964-2288

NON- ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ENTIRE AGREEMENT:

The County and User acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement.

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.

GOVERNING LAW AND VENUE:

This Agreement shall be governed by the laws of the state of Georgia. The obligations of the parties to this Agreement are performable in Fulton County, Georgia and, if legal action is necessary to enforce same, the parties agree exclusive venue shall lie in Fulton County, Georgia.

EFFECTIVE DATE

This Agreement shall become effective upon its adoption by both governing authorities of the City and County or January 1, 2023, whichever is later.

WHEREFORE, the parties having read and understood the terms of this agreement, they do hereby agree to such terms by execution of their signatures on the next page.

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals.

FULTON COUNTY, GEORGIA

Robb L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier, Clerk (SEAL)
Clerk to the Commission

APPROVED AS TO FORM:

Soo Jo
County Attorney

Chris Sweigart, Director
Department of Emergency Services 911

CITY OF UNION CITY, GEORGIA

Vince Williams, Mayor (SEAL)
City of Union City

ATTEST:

Shandrella Jewett, City Clerk
City of Union City

APPROVED AS TO FORM:

City Attorney
City of Union City

Sonja Fillingame, City Manager
City of Union City

ITEM # 22-0911 RM 12/7/22
REGULAR MEETING

INTERGOVERNMENTAL AGREEMENT
FOR THE DEVELOPMENT AND IMPLEMENTATION OF A UNIFIED RADIO SYSTEM BY AND AMONG THE CITIES OF ALPHARETTA, MILTON, ROSWELL AND SANDY SPRINGS, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement"), is entered into by and among the cities of Alpharetta, Milton, Roswell and Sandy Springs, Georgia (collectively, the "Cities"), this 28th day of JAN., 2013

WHEREAS, the Cities are all municipal corporations duly created under provisions of Georgia law; and

WHEREAS, the Cities, including their respective police, fire, public works and other departments, are presently users of the Fulton County radio system ("Fulton County System") by agreement; and

WHEREAS, the Fulton County System has become outdated and partially technologically obsolete for the needs of the Cities; and

WHEREAS, the Cities desire to create, own, and place into operation a new, unified radio system (the "System") including, but not limited to, erection of a radio tower or towers, implementation of equipment in existing locations, and maintenance and upgrade of radio equipment and facilities for use by the Cities to meet their respective public needs; and

WHEREAS, the Georgia Constitution, Article IX, § 2, ¶ 3, except as otherwise provided by law, encourages cities and counties to exercise governmental authority within each other's boundaries by intergovernmental agreement; and

WHEREAS, the Cities each desire to assume and exercise all municipal powers with respect to the System within their respective corporate boundaries and have determined that it is in their best interests to provide the System as a joint effort; and

WHEREAS, the Cities, each contributing a Weighted Share, as described in this Agreement, shall be the initial subscribers to the System ("Initial Subscribers"); and

WHEREAS, the Initial Subscribers are committed to and have taken overt steps to ensure that all procurement undertaken pursuant to this Agreement is consistent with the purchasing policies of the entity acting as the procurement agent and is otherwise consistent with the laws of the State of Georgia; and

WHEREAS, each of the undersigned anticipate that, subsequent to the execution of this Agreement by the Initial Subscribers, Fulton County and/or additional municipalities may desire to become subscribers in the System and the services offered by the System, making a capital contribution and agreeing to accept the terms of the Agreement and its obligations (the "Subsequent Subscribers") (the Initial Subscribers and the Subsequent Subscribers are sometimes herein referred to collectively as "Contributing Subscribers"); and

WHEREAS, the Initial Subscribers anticipate that, subsequent to the execution of this Agreement, Fulton County and/or additional municipalities may desire to become subscribers in the System and the services offered by the System, without making a capital contribution, but otherwise agreeing to accept the terms of the Agreement and its obligations (the "Non-

Contributing Subscribers") (the Contributing Subscribers and the Non-Contributing Subscribers are sometimes herein referred to collectively as the "Subscribers"); and

WHEREAS, the Initial Subscribers desire to maintain a mutually beneficial, efficient and cooperative relationship that will serve the public needs of all participating jurisdictions; and

WHEREAS, the Subscribers have authorized the execution of this Agreement through appropriate resolutions adopted by their respective governing bodies;

NOW, THEREFORE, in consideration of the following mutual obligations, the Subscribers hereby agree as follows:

ARTICLE 1
PURPOSE AND INTENT

The purpose of this Agreement is to establish the intent of the Contributing Subscribers to create, own, and place into operation the System including, but not limited to, erection of a radio tower or towers, implementation of equipment in existing places, maintenance and upgrade of radio equipment and facilities for use by the Subscribers for the protection of their respective citizens.

The System will operate as a joint project to serve, initially, the Initial Subscribers and, subsequently, all Subscribers. All Subscribers shall become a party to this Agreement, accepting all terms, conditions and obligations hereinafter set forth, and shall abide by all rules and regulations established by the Board of Managers for the governance of the System. All Contributing Subscribers shall contribute to the capitalization of the System and all Subscribers shall contribute to the ongoing maintenance of the System as hereinafter described.

ARTICLE 2
CAPITALIZATION, MAINTENANCE, AND PAYMENT

1. Capitalization. Initial capitalization of the System shall be in an amount not to exceed the sum of Sixteen Million Dollars ($16,000,000.00). Each of the Initial Subscribers shall contribute its weighted share ("Weighted Share") to the initial capitalization of the System in the percentage and amounts set forth in Exhibit A. Each Subsequent Subscriber shall likewise contribute its Weighted Share to the capital of the System; and, to the extent such contribution is for capital costs fully paid, then upon a tender of funds by a Subsequent Subscriber, each Initial Subscriber shall be entitled to an equivalent refund in the same percentage as each Initial Subscriber's Weighted Share. It is the intention of the parties hereto to establish a joint and apportioned undivided ownership interest in the assets of the System as determined by the Board of Managers. As there is currently no specific entity to hold an ownership interest, assets of the System shall be held in the name of the City of Sandy Springs on behalf of and for the benefit of all Cities of the System. The City of Sandy Springs shall be responsible for setting up a Unified Radio System Fund to account for all assets, revenues and expenditures associated with the System and for all reporting and an annual audit.

In the event the System shall need additional capital over and above the initial capitalization, the Board of Managers (as defined in Article 4) shall submit verification of need to the governing bodies of all Contributing Subscribers and obtain approval for any additional capital by resolution from all governing bodies. Any additional capital approved by all governing

bodies shall be contributed by the Contributing Subscribers in their Weighted Share in such form as determined by the Board of Managers to be in the best interest of the System.

2. Maintenance. All maintenance, upgrade or other fees incurred in connection with operating of the System, including but not limited to fees associated with acquisition or leasing of land for communications towers, shall be paid by the Contributing Subscribers in accordance with their Weighted Share and by the Non-Contributing Subscribers as shall be determined by the Board of Managers. Periodically the Board of Managers shall re-evaluate portioning of Subscriber contributions to maintenance, upgrade and ongoing fees incurred in connection with System operations. Contributing Subscriber contributions shall be re-evaluated according to Weighted Shares, and Non-Contributing Subscriber contributions shall be re-evaluated in an equitable manner determined by the Board of Managers to be in the best interest of the System.

3. Payment. As the Contributing Subscriber with responsibility to account for all assets, revenues and expenditures associated with the System, Sandy Springs shall be responsible for collecting payments from Subscribers for capitalization, purchases, maintenance and other obligations of the System and for expending such payments to satisfy such obligations. As obligations are incurred or to be incurred for the System, the City of Sandy Springs shall submit an invoice to each Subscriber with a request for payment of its Weighted Share ("Request"). The Subscriber shall review the invoice and acknowledge the obligation of payment pursuant to the invoice and shall make payment to the City of Sandy Springs at such time and as directed in the Request. In the event payment is not received from a Subscriber in accordance with the Request ("Delinquent Portion"), the non-paying Subscriber shall incur a late fee in the amount of five percent (5%) of the Delinquent Portion, and the remaining Subscribers shall contribute, in a timely manner to avoid additional cost and late penalties, the Delinquent Portion in accordance with their Weighted Shares. Subscribers paying the Delinquent Portion shall be entitled to reimbursement from the non-paying Subscriber within fourteen (14) days of the date the Subscriber shall have paid its Weighted Share of the Delinquent Portion. Reimbursement payments not made by the non-paying Subscriber within fourteen (14) days as hereinabove provided shall incur interest at the rate of six percent (6%) per annum.

ARTICLE 3
ADDITIONAL SUBSCRIBERS

Additional governmental units may subscribe for use of the System subsequent to the execution of this Agreement by unanimous approval of the existing Subscribers. These additional Subscribers may be Contributing Subscribers or Non-Contributing Subscribers.

Subsequent Subscribers who subscribe to use the System following execution of this Agreement by the Initial Subscribers shall make capital contributions based on their Weighted Shares, as described in Article 2, and shall agree to accept the terms of the Agreement and its obligations. Subsequent Subscribers shall be required to pay their Weighted Share of any and all fees associated with maintenance and upgrade of the System as described in Article 2. Subsequent Subscribers shall be represented on the Board of Managers, with the City Manager or City Administrator of the Subsequent Subscriber seated as a Manager.

Non-Contributing Subscribers shall subscribe to use the System without making a capital contribution and shall agree to accept the terms of the Agreement and its obligations. Non-Contributing Subscribers shall be required to pay fees associated with maintenance and upgrade of the System as described in Article 2. Non-Contributing Subscribers shall not be represented on the Board of Managers.

In the event additional Subscribers accept the terms and become a party to this Agreement in order to be served by the System, they may do so by action of the Board of Managers and resolutions of the governing bodies of all then-existing Subscribers.

ARTICLE 4
GOVERNANCE OF OPERATION OF SYSTEM

All matters relating to construction of the radio tower(s), acquisition of equipment and facilities and the operation of the System shall be determined by a board of managers ("Board of Managers"). Control and management of the System operations shall be vested in the Board of Managers, whose members (the "Managers") shall be the City Managers or City Administrators of the respective Contributing Subscribers, or designees. Non-Contributing Subscribers shall not be represented on the Board of Managers. The Managers shall receive no compensation for their services.

The Board of Managers shall establish rules and regulations for the governing of the System operations and may delegate to one (1) or more of the officers, agents, and employees of a Contributing Subscriber, subject to ratification by such Contributing Subscriber, such powers and duties as may be deemed necessary and proper. In the event such delegation results in a Contributing Subscriber's employee being subject to enhanced job duties, the pertinent Contributing Subscriber shall be responsible for any necessary compensation adjustment. Governance documents shall be subject to the mutual review and approval of the governing bodies of all Contributing Subscribers.

The Board of Managers shall elect a Chairman, Vice Chairman, Secretary (who is not required to be a member of the Board of Managers) and such other officers as deemed appropriate. The initial Chairman of the Board of Managers is the City Manager of Sandy Springs, who, by his signature affixed to this Agreement, accepts the appointment.

The Board of Managers shall be subject to and fully comply with the Open Meetings Act, O.C.G.A. 50-14-1, et.seq.

All new licenses required by the Federal Communications Commission ("FCC") shall be held in the name of the City of Sandy Springs on behalf of and for the benefit of the System.

ARTICLE 5
MANAGEMENT OFFICERS

The Board of Managers may designate individual Managers to exercise such offices and with such responsibilities as the Board of Managers deem appropriate for the System. A Manager so designated may hold two (2) or more offices. Any such Manager shall either be an employee of a Contributing Subscriber who is willing to assume such duties or a contract employee retained by a Contributing Subscriber to assume such duties. In the event that a Contributing Subscriber expends funds to either (1) supplement the pay of an existing employee to serve as a Manager, (2) hires a new full or part time employee to serve as a Manager, or (3) retains a contract employee to serve as a Manager, such expenditure of funds shall be recognized as a maintenance expense for the operation of the System and the Contributing Subscriber responsible for such expenditure of funds shall be entitled to reimbursement for same in accordance with the maintenance contribution obligations of Subscribers set forth in Article 2, Paragraph 2 of this Agreement. The Secretary shall be responsible for preparing

minutes of the meetings of the Managers, and authenticating the records of the System, and attesting to the position and authority of the officers acting on behalf of the Board of Managers.

ARTICLE 6
LIMITATION ON THE POWERS OF MANAGERS

The authority of the Managers under this Agreement is limited by the following:

(A) The Managers have no authority to:

(i) Do any act in contravention of federal, state or local law or this Agreement, as each may be amended from time to time.

(ii) Do any act that would make it impossible to carry on the ordinary business of the System, provided that the resignation by a Manager upon written notice to all other Managers is not restricted.

(iii) Possess property of the System, or assign any rights in specific property of the System for other than a System purpose.

(B) The Managers have no authority to sell all or substantially all of the assets of the System in a single transaction, unless consented to by all of the Managers and in no event may any assets of the System be sold or conveyed absent the unanimous ratification of the governing authorities of each Contributing Subscriber.

(C) The Managers have no authority to borrow funds on behalf of the System except as provided under federal, state or local law or this Agreement, as each may be amended from time to time.

ARTICLE 7
CONTRACTS, DEEDS AND LOANS

All contracts, deeds, mortgages, pledges, promissory notes, transfers and other written instruments binding upon the System are to be executed on behalf of the System by the Chairman of the Board of Managers and must be ratified by the governing authorities of each Contributing Subscriber. The Chairman shall be authorized to execute such instruments only upon approval of the Board of Managers and ratification by each Contributing Subscriber, pursuant to authority granted by this Agreement, or by such other persons or agents as the Board of Managers may designate from time to time.

ARTICLE 8
PROCUREMENT

Sandy Springs shall be the procurement agent on behalf of the System until such time as an Authority, as contemplated in Article 9, is created. Procurement of the radio components shall, to the fullest extent available, be secured under State of Georgia procurement contracts and pricing and otherwise in full accord with the purchasing policies of Sandy Springs. Any radio components for which State contracts and pricing is not available shall be purchased in compliance with Sandy Springs purchasing policies. Any public works construction necessary for creation of the System shall be undertaken in full conformance with Georgia's public works procurement law. It is anticipated by the parties hereto that Requests for Proposal ("RFP") shall

be issued on behalf of the System that will solicit vendor feedback regarding opportunities for private parties to construct certain components of the System infrastructure at no or reduced cost to the Contributing Subscribers and that a RFP will also be tendered seeking feedback for the Contributing Subscribers to fully fund and construct the System infrastructure that will maximize leased space on System-owned towers in order to reimburse Subscribers according to their respective weighted contributions.

ARTICLE 9
AUTHORITY CREATION

The parties hereto agree that it is their mutual expectation and preference that, at the earliest available opportunity, a duly authorized Authority be created to which title to the System shall be conveyed, and which shall ultimately be responsible for all aspects of the System, including but not limited to holding title to System property and operating, maintaining, and upgrading of the System. The parties acknowledge and agree that the creation of such an Authority is a power vested with the General Assembly of the State of Georgia; however, the parties will use their respective best efforts to facilitate the creation of such as soon as practicable. In the event such an Authority is created and duly assembled, it is the expectation and intent of the Subscribers that all obligations under this Agreement requiring the consent or ratification by the governing authorities of the various Subscribers shall be ratified and/or approved by the Authority. The governing authorities of the Subscribers shall acknowledge this transfer of authority upon the creation of the Authority and the transfer of System assets and responsibilities to same.

ARTICLE 10
OTHER PARTICIPANTS

No municipality or county may utilize or access the System unless and until that municipality or county has become a Subscriber, or until that municipality or county has entered into a Memorandum of Operation or Intergovernmental Agreement with the governing authorities of each Subscriber authorizing such utilization or access.

ARTICLE 11
INCOME INTO THE SYSTEM

The Board of Managers shall be responsible for identifying and taking steps to implement opportunities to derive income from the System. Any potential income opportunities (i.e., co-locations with private entities, etc.) shall be returned to the governing authority of each Contributing Subscriber for ratification prior to such becoming binding on the System. Any income derived from the System shall be returned to the Contributing Subscribers in a percentage that is no less than the Contributing Subscribers' Weighted Share contribution to the System, though a Contributing Subscriber may be entitled to a market rate land lease payment to account for greater initial contributions to the System by providing land to the System. In the event of such a special circumstance, the Board of Managers shall make a recommendation to the governing authorities of each Contributing Subscriber that a Contributing Subscriber should realize more than its weighted contribution as described above.

ARTICLE 12
AUDIT

Any Contributing Subscriber shall have the right to request an annual audit of all expenditures and income related to the System. Costs for such audit shall be borne by the Subscribers in the same percentage for which maintenance costs are apportioned.

ARTICLE 13
SIGNATURES ON CHECKS, DRAFTS

Checks and drafts drawn on the credit or accounts maintained for the benefit of the System shall be signed by such Managers, Officers, or such other employees or persons as the Board of Managers may designate from time to time. An account for such financial transactions may be opened for the benefit of the System, but must be established and overseen by the governing authority of a Contributing Subscriber.

ARTICLE 14
RETAINED POWERS OF GOVERNMENTAL UNITS

Each Subscriber shall retain responsibility and authority for its operational departments and for such equipment and services as are required at its place of operation to interconnect to the System's operations.

ARTICLE 15
OPERATIONS ADVISORY COMMITTEE

There is hereby created an Operations Advisory Committee for the System. The Operations Advisory Committee shall perform services of oversight and supervision of the System as authorized by the Board of Managers and shall serve in an advisory capacity. The Operations Advisory Committee is tasked with building consensus among its members regarding the review and recommendations regarding direction of the System. The Board of Managers shall consider the Committee's recommendations and advice, but shall be under no obligation to take action consistent with such recommendations and advice.

The Operations Advisory Committee membership shall consist of two (2) representatives from each Contributing Subscriber, who are the Police Chief or Public Safety Director and the Fire Chief of each Contributing Subscriber. In the event a Contributing Subscriber does not have a Fire Chief, the City Manager or City Administrator of such Contributing Subscriber shall designate a second representative to the Operations Advisory Committee for the Contributing Subscriber.

The Operations Advisory Committee shall play a vital role with all Subscribers because its members have contributed to and understand the goals, objectives and work plan activities for the System to be a success. The Committee may, among other things, establish subcommittees to consider technology solutions and related issues to assist the Committee in forming a consensus, making decisions, and providing appropriate direction to the Board of Managers.

The Operations Advisory Committee shall be subject to and fully comply with the Open Meetings Act, O.C.G.A. 50-14-1, et seq.

ARTICLE 16
TERM OF AGREEMENT

The initial term of this Agreement is for (1) twenty (20) years, commencing _____, 20__ and ending on _____, 20__, or (2) within twelve (12) months following the creation of an Authority by the General Assembly of the State of Georgia, whose purpose is to operate the System, or (3) or immediately upon conveyance of all System assets to such created Authority, whichever occurs earlier. The Subscribers understand and agree that this Agreement may be terminated only by unanimous consent of all Subscribers. This Agreement may be renewed by the Subscribers in additional terms of twenty (20) years each upon resolutions of the governing bodies of each Subscriber.

Should any Initial Subscriber desire to terminate its participation in the System, such Initial Subscriber shall be responsible for all costs associated with its removal from the System and for all capital and operating costs associated with the remaining Subscribers continuing to operate the System without degradation of capability through the end of the current fiscal year, subject to appropriations by the governing body of the withdrawing Initial Subscriber. Further, all System frequencies shall remain part of the System unless otherwise authorized by the licensing authority.

ARTICLE 17
NON-ASSIGNABILITY

Subscribers shall not assign any of the obligations or benefits of this Agreement.

ARTICLE 18
ENTIRE AGREEMENT

The Subscribers acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the Subscribers regarding the subject matter of the Agreement, and supersedes all prior oral or written agreements or understandings. No representation, oral or written, not incorporated in this Agreement shall be binding on any of the Subscribers. All Subscribers must agree to and execute any subsequent changes to this Agreement.

ARTICLE 19
AMENDMENT

This Agreement may be modified at any time upon mutual written consent by resolutions of the governing bodies of all Subscribers.

ARTICLE 20
NOTICES

All notices, statements, modifications, amendments, demands, requests, consents, approvals, or authorizations hereunder given by any Subscriber to the others shall be in writing and sent by registered or certified mail, postage prepaid. The Subscribers each agree to give the other Subscribers duplicate e-mail notice. Notices shall be addressed as follows:

If to the City of Alpharetta:	Bob Regus, City Administrator 2 South Main Street Alpharetta, Georgia 30009 Telephone: 678-297-6010 E-Mail: bregus@alpharetta.ga.us
With a copy to:	C. Sam Thomas, City Attorney 200 Ashford Center North, Suite 500 Atlanta, Georgia 30338 Telephone: 770-391-9100 E-Mail: cst@boviskyle.com
If to the City of Milton:	Christopher J. Lagerbloom, City Manager 13000 Deerfield Parkway, Suite 107 Milton, Georgia 30004 Telephone: 678-242-2488 E-Mail: chris.lagerbloom@cityofmiltonga.us
With a copy to:	Ken E. Jarrard, City Attorney 105 Pilgrim Village Drive, Suite 200 Cumming, Georgia 30040 Telephone: 678-455-7150 E-Mail: kjarrard@jarrard-davis.com
If to the City of Roswell:	Kay G. Love, City Administrator 38 Hill Street Roswell, Georgia 30075 Telephone: 770-641-3727 E-Mail: klove@roswellgov.com
With a copy to:	David B. Davidson, City Attorney 38 Hill Street, Suite 110 Roswell, Georgia 30075 Telephone: 770-594-6183 E-Mail: ddavidson@roswellgov.com
If to the City of Sandy Springs:	John McDonough, City Manager 7840 Roswell Road, Building 500 Sandy Springs, Georgia 30350 Telephone: 770-206-1414 E-Mail: jmcdonough@sandyspringsga.gov
With a copy to:	Wendell K. Willard, City Attorney 7840 Roswell Road, Building 300, Suite 330 Sandy Springs, Georgia 30350 Telephone: 770-481-7110 E-Mail: wkwillard@wendellwillard.com

ARTICLE 21
SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or any portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion were not part of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia and should any Subscriber institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Subscriber by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all Initial Subscribers have participated in the preparation hereof.

ARTICLE 22
BINDING EFFECT

This Agreement shall inure to the benefit of, and be binding upon, the respective Subscribers' successors, heirs and assigns.

ARTICLE 23
E-VERIFY

To the extent any portion of this Agreement is interpreted as a public works agreement or an agreement regarding the physical performance of services, each respective jurisdiction agrees to provide the necessary affidavits and any other documentation to establish E-Verify compliance.

ARTICLE 24
COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Initial Subscribers have executed this Agreement through their duly authorized officers on the day and year first above written.

[Signatures on following pages]

CITY OF ALPHARETTA

David Belle Isle, Mayor

ATTEST:

City Clerk

(SEAL)

Approved as to form:

C. Sam Thomas, City Attorney

Bob Regus, City Administrator

[Signatures continued on following pages]

CITY OF MILTON

Joe Lockwood, Mayor

ATTEST:

City Clerk

(SEAL)

Approved as to form:

Ken E. Jarrard, City Attorney

Christopher J. Lagerbloom, City Manager

[Signatures continued on following pages]

CITY OF ROSWELL

ATTEST:

Jere Wood, Mayor

City Clerk

(SEAL)

Approved as to form:

David B. Davidson, City Attorney

Kay G. Love, City Administrator

[Signatures continued on following pages]

CITY OF SANDY SPRINGS, GEORGIA

ATTEST:

Eva Galambos, Mayor

City Clerk

(SEAL)

Approved as to form:

Wendell K. Willard, City Attorney

John McDonough, City Manager

EXHIBIT A

INITIAL SUBSCRIBERS
WEIGHTED SHARES

Population	City Population	%
Alpharetta	57,551	21.13%
Milton	32,661	11.99%
Roswell	88,346	32.43%
Sandy Springs	93,853	34.45%
Total	**272,411**	**100.00%**

Land Mass	Square Miles	%
Alpharetta	26.91	18.71%
Milton	38.52	26.79%
Roswell	40.72	28.32%
Sandy Springs	37.64	26.18%
Total	**143.79**	**100.00%**

Subscriber Radios	Radios	%
Alpharetta	409	29.49%
Milton	95	6.85%
Roswell	489	35.26%
Sandy Springs	394	28.41%
Total	**1387**	**100.00%**

Weighted		
Initial Subscriber	**Weighted Share (Percentage)**	**Capital Contribution based on Initial Capitalization of $16,000,000**
Alpharetta	23.11%	$ 3,697,569.56
Milton	15.21%	$ 2,433,492.61
Roswell	32.00%	$ 5,120,328.92
Sandy Springs	29.68%	$ 4,748,608.91
Total	**100.00%**	**$16,000,000.00**

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF 800 MHz RADIO SYSTEM ACCESS BETWEEN FULTON COUNTY, GEORGIA and THE CITY of UNION CITY, GEORGIA

This agreement is made and entered into on this 19 day of December, 2018, by and between Fulton County, Georgia, a political subdivision of the state of Georgia (hereinafter the "County"), and the City of Union City, a governmental authority authorized to do business in the State of Georgia, (hereinafter "User");

RECITALS

Whereas the County is the sole owner and operator of an APCO P25 Phase 2 Digital 800 MHz radio system (hereinafter "the County System"); and

Whereas numerous County departments, including the Police, Sheriff, Marshal, Fire Department, Public Works, General Services Administration, and School Board are presently users on the System; and

Whereas it is desirable to have a unified system to include entities on the System who affect and further the goal of protecting the citizens of Fulton County's health, safety, and welfare; and

Whereas User is a governmental authority located within Fulton County and provides public safety services to the citizens of the City of Union City in Fulton County; and

Whereas User therefore affects and furthers the goal of protecting the health, safety, and welfare of the citizens of the County;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the County hereby grants to User a revocable license to use **186** radio units on the County's System for the period from January 1, 2019 through and until December 31, 2019 with three (3) consecutive one (1) year automatic renewal options ending on December 31, 2022. Notwithstanding the foregoing, in accordance with the requirement of O.C.G.A. §20-2-506(b), this agreement shall terminate at 2400 hours on December 31, 2019, 2020, 2021 and 2022,unless User terminates the Agreement by providing County with sixty (60) days advance notice of termination prior to the end of the calendar year. No automatic renewal shall occur after December 31, 2022. User's license may be revoked only for good cause and only after User has had an opportunity to show cause why its license should not be revoked before the Board constituted for such purpose as set out in Paragraph Six (6). Such license is not intended to and does not grant to User any property interest in the County System. Additionally, either party is free to withdraw from this Agreement for any reason and at no cost to each respective party upon

sixty (60) days written notice to the other party. This agreement may be renewed by mutual agreement approved by both governing bodies. The parties will meet on or before January 1, 2022 to review service under this Agreement and consider proposed modifications of the term. Any such proposed change is subject to consideration and approval of the Board of Commissioners and Union City Council.

User Agrees To:

(1) Limit the number of all subscriber units, including but not limited to mobile, portable, and console, to **186**. User may request additional units by making formal application with supporting documentation of need to the Director of the Emergency Services 911 Department or his/her designee. The application for additional units shall be reviewed and approved or denied by the Director or his/her designee. The Director or his/her designee, in reviewing an application, will take into account system loading, air time usage, number of system busies, and will make a decision based on maintaining the efficiency of the County's System for all users. All requests for additional units shall be made at least sixty (60) days prior to the beginning of the County's fiscal year (January 1). In extraordinary cases, additional units may be requested and added after such time and the cost of those additions shall be calculated on a pro rata basis of the original fiscal year contribution. Any application denied may be appealed to the Board constituted for such purposes as set out in Paragraph Six (6) hereinafter. User is absolutely prohibited from selling, assigning or otherwise transferring its license to use the County System, in whole or in part, to any other person or entity.

(2) Be solely responsible for purchasing and maintaining all equipment necessary to be a user on the County System. All subscriber units must be approved by type by the County. A conforming product list is available from the Department of Emergency Services 911 and will be updated from time to time. Products not listed will not be accepted. All maintenance performed on User's units must be certified by a Motorola certified technician, or otherwise consented to in writing by the Director of Emergency Services 911.

(3) Comply with Motorola Software security constraints.

(4) Have any of its devices, equipment, or subscriber units, which cause any problems on the County System immediately taken out of service and repaired by User. User shall be responsible for all repair costs and for any damages or consequences arising out of such problematic device, equipment, or unit.

(5) Guarantee that all persons who will be operating subscriber units are adequately trained in the use of such units.

(6) Guarantee that its employees who are trained and authorized to use the System do so in compliance with federal, state, and county laws, codes, regulations and ordinances, as well as this Agreement. Alleged violations of any applicable law, code, regulation, ordinance, or this agreement will be reviewed by the Director or his/her designee. Upon finding a violation has occurred, the Director or his/her designee, in his/her discretion may require the User to remove a

unit(s) from the System, place the User on probation for a certain period of time not to exceed six (6) months, and/or take other reasonable action. Persistent violations or misuse of the County System may result in User being removed entirely from the County System after User has had an opportunity to show cause why its license should not be revoked before the Board as set out below. Any action taken by the Director or his designee may be appealed to the Board constituted for such purposes, said Board to be comprised of the Director of the Emergency Services Department, the Chief of the Fulton County Police Department, the Fulton County Sheriff, and Fulton County Marshal. Any adverse decision of this Board shall be appealed to the Fulton County Board of Commissioners, and their decision shall be final. All direct and indirect expenses arising out of violations or misuse by User and its employees and agents shall be borne by User. Additionally, User shall be responsible, at the request of the County, for responding to or assisting the County in responding to any correspondence or complaint received by the County from state or federal regulatory agencies involving User's units.

(7) Restrict its use of the County System to legitimate business-related purposes of the User. The County System shall not be used to conduct personal or unrelated business, except that which is incidental and occasional.

(8) Comply with any and all mandate(s) issued by authorized regulatory agencies. If subsequent to this agreement being entered into, technical or other changes are mandated by a regulatory agency, User will have the opportunity to remain on the County System if User is able to timely comply with the mandate(s). The County will in no way be responsible for bringing User into compliance with the mandate(s) or be responsible for any direct or indirect, tangible or intangible costs, damages, or losses incurred due to the mandates. Notwithstanding the foregoing, User agrees that should the County decide to comply with the mandate(s) in a time period that is shorter than required by the regulatory agency, User agrees to comply within that shorter time period so long as the County provides User at least two (2) years prior notice. If User is unable to comply with the mandate(s) within the applicable time allowed (either by a regulatory agency or the County), User agrees it shall be removed in whole or in part from the County System.

(9) Comply within one (1) year of receipt of notice from the County with any voluntary upgrades to Users equipment that are required due to upgrades or changes to the County System, including a change in vendor. The County will have the sole discretion to update or change the County System. The County will not be responsible for any expenditure, losses, or other claims caused by or attributable to such voluntary upgrades and/or changes to the County System.

(10) Remit to the County in a timely fashion its pro rata share of the estimated cost of the actual annual maintenance cost of the County System. The amount to be paid by User will be calculated based on the number of units accessible to User. If additional units are added within a fiscal year, the cost of the use of those units shall be calculated on a pro rata basis of the original fiscal year contribution. The County Emergency Services Department will invoice the User at least thirty (30) days prior to the due date. Due date shall be annually and payments payable on January 1~ of each year; and, the first payment under this contract shall be due and payable within 30 days of agreement execution for the remaining months within the calendar

year. A late payment penalty, of ten percent (10%), will apply on all payments not received by the due date. Interest will also accrue at the rate of one percent (1%) per month or part thereof for any payment that is delinquent. The monies received will be placed in a restricted designated fund and managed by the County Finance Department. All monies in the account will be expended exclusively for maintenance, and/or upgrade of the County System. The Board of Commissioners of Fulton County shall have the sole authority to authorize any expenditure from the account. In the event the County System is replaced during the term of this agreement and in the event the cost of such replacement is less than the amount contained in the designated fund, User's pro rata portion of the amount remaining in the fund will be reimbursed. If there is no replacement of the County System during the term of this agreement, User shall receive no reimbursement or pay any additional assessment. The pro rata share for years 2019 and 2020 is **$371** times the number of radio units, **186**, equals annual cost of **$69,006.00**. The pro rata share for years 2021 and 2022 will increase by approximately 6% to **$393** times the number of radio units, **186**, equals annual cost of **$73,098.00**.

(11) Abide by any reasonable rules and regulations promulgated by the County regarding the use of the County System. The User shall have the right to review the rules and regulations prior to their adoption and to make suggested changes if any rules or regulations present a conflict with the reasonable operation of the User System. Changes or exceptions to the rules or regulations will voluntarily be made by the County upon a showing by the User of such a conflict.

The County Agrees To:

(1) Maintain and support the core of the County System.

(2) Use best efforts to answer questions and facilitate use of the County System by User.

(3) Comply with federal, state, and county rules.

(4) Give adequate notification to User of violations, service interruption, and intent to remove units from operation on the County System.

(5) Provide User one (1) year prior notice to any voluntary upgrades or early compliance with mandates to the County System that will affect User.

TERMINATION AND DEFAULT REMEDIES:

In the event that either party shall default on its obligations under this Agreement, including but not limited to failure to remit payment for license use or failure to provide access to the 800 MHz system, the other party may provide the breaching party with a written notice of default specifying the basis for the default and advising the defaulting party of the time frame to cure the default. All defaults shall be cured within a (30) day time period. The non-defaulting party may grant the defaulting party additional time to cure the default. Subject to the provisions of this Agreement, the non-defaulting party may elect to terminate the Agreement if the default is not

remedied in the agreed upon cure period. The County and User reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

Either party may terminate this Agreement for its convenience at any time upon sixty (60) days written notice to the other party. If the County terminates, the City of Union City shall be entitled to receive reimbursement for fees received for services beyond the 60 days. If the city terminates, the County shall be entitled to termination fees prorated for 180 days.

AMENDMENTS:

This Agreement may be modified at any time during the term by mutual written consent of the parties.

NOTICES:

All notices shall be given by first class mail except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notice shall be addressed to the parties at the following addresses:

If to the County:

Richard "Dick" Anderson, County Manager
141 Pryor Street, S.W.,
Suite 1000
Atlanta, Georgia 30303
404-612-8335
404-612-0350 (facsimile)

With a copy to:

Patrise Perkins-Hooker, County Attorney
141 Pryor Street, S.W.,
Suite 4038
Atlanta, Georgia 30303
404-612-0246
404-730-6324 (facsimile)

If to the City:

Sonja Fillingame, City Manager
City of Union City
5047 Union Street
Union City, Georgia 30213
770-964-2288

NON- ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ENTIRE AGREEMENT:

The County and User acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement.

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.

GOVERNING LAW AND VENUE:

This Agreement shall be governed by the laws of the state of Georgia. The obligations of the parties to this Agreement are performable in Fulton County, Georgia and, if legal action is necessary to enforce same, the parties agree exclusive venue shall lie in Fulton County, Georgia.

EFFECTIVE DATE

This Agreement shall become effective upon its adoption by both governing authorities of the City and County or January 1, 2019, whichever is later.

(Signatures On Following Page)

WHEREFORE, the parties having read and understood the terms of this agreement, they do hereby agree to such terms by execution of their signatures on the next page.

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Jesse A. Harris (SEAL)
Clerk to the Commission

APPROVED AS TO FORM:

Patrise Perkins-Hooker
County Attorney

Joseph Barasoain, Director
Fulton County Emergency Services 911

CITY OF UNION CITY, GEORGIA

Vince Williams, Mayor
City of Union City

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

Sonja Fillingame, City Manager

ITEM # 18-0905 RM 12/19/18
REGULAR MEETING

GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, we recommend reporting this to the Department of Community Affairs.

COUNTY: FULTON COUNTY	**Service: Computer Maps (GIS)**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):**Type Name of the single Government, Authority or Organization Here**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of the single Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Fulton County, Alpharetta, Atlanta, Chattahoochee Hills, South Fulton, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, Union City**

e.) ☐ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.



SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County, Alpharetta, Atlanta	General Funds, Grants
Chattahoochee Hills, South Fulton	General Funds, Grants
College Park, East Point, Fairburn	General Funds, Grants
Hapeville, Johns Creek, Milton	General Funds, Grants
Mountain Park, Palmetto, Roswell	General Funds, Grants
Sandy Springs, Union City	General Funds, Grants

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

Additonal cities have been added since the last SDS process

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

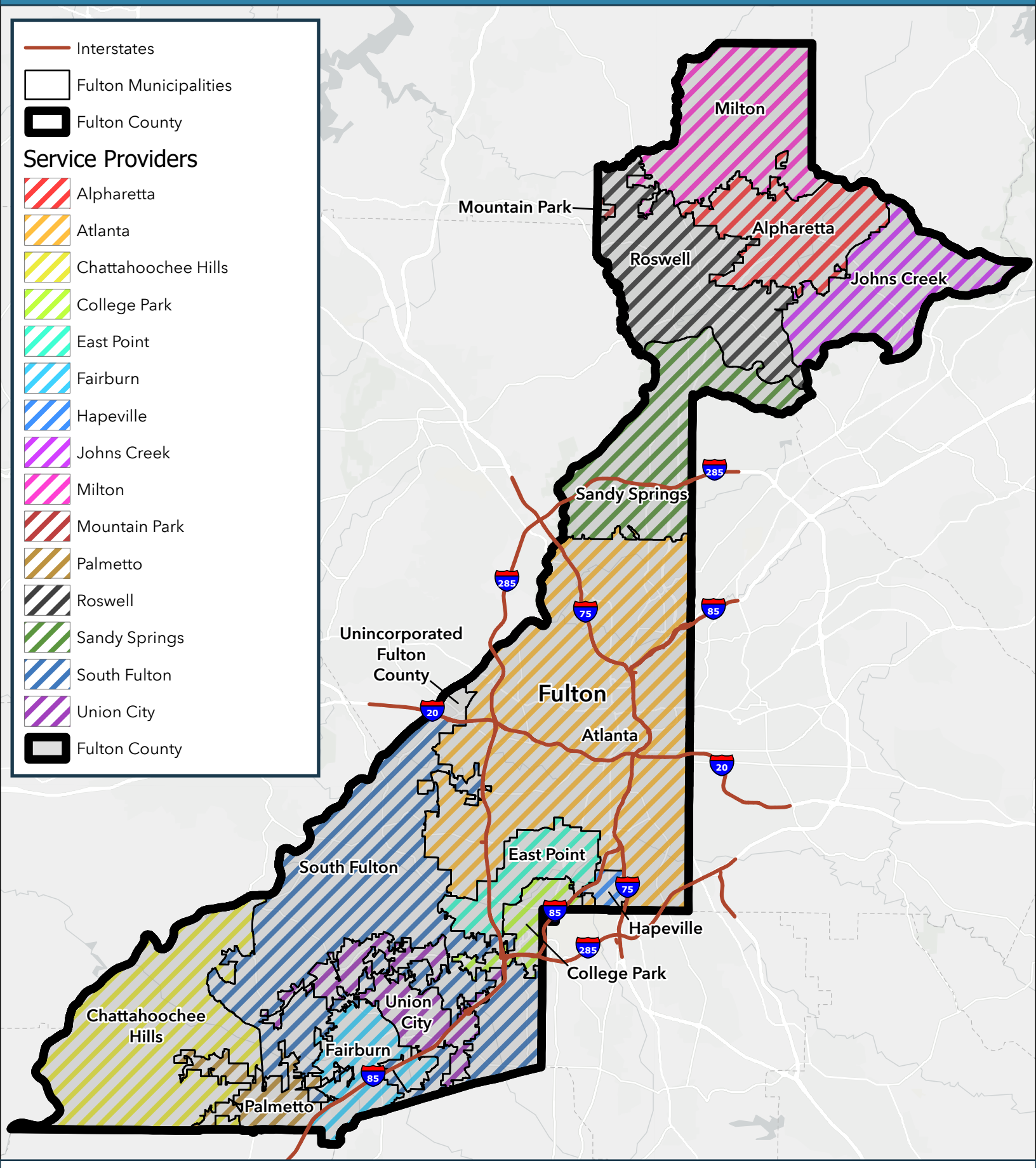
Not Applicable

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

Fulton County - SDS 2026 Computer Maps (GIS) Service Map



GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, we recommend reporting this to the Department of Community Affairs.

COUNTY: FULTON COUNTY	**Service: Court Operations (State/Superior Court)**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☒ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):**Fulton County**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of the single Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

e.) ☒ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County	General Funds, Fees, Fines, Grants

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

No Changes but seprated out State/Superior and the Municipal Court in this SDS Submission

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

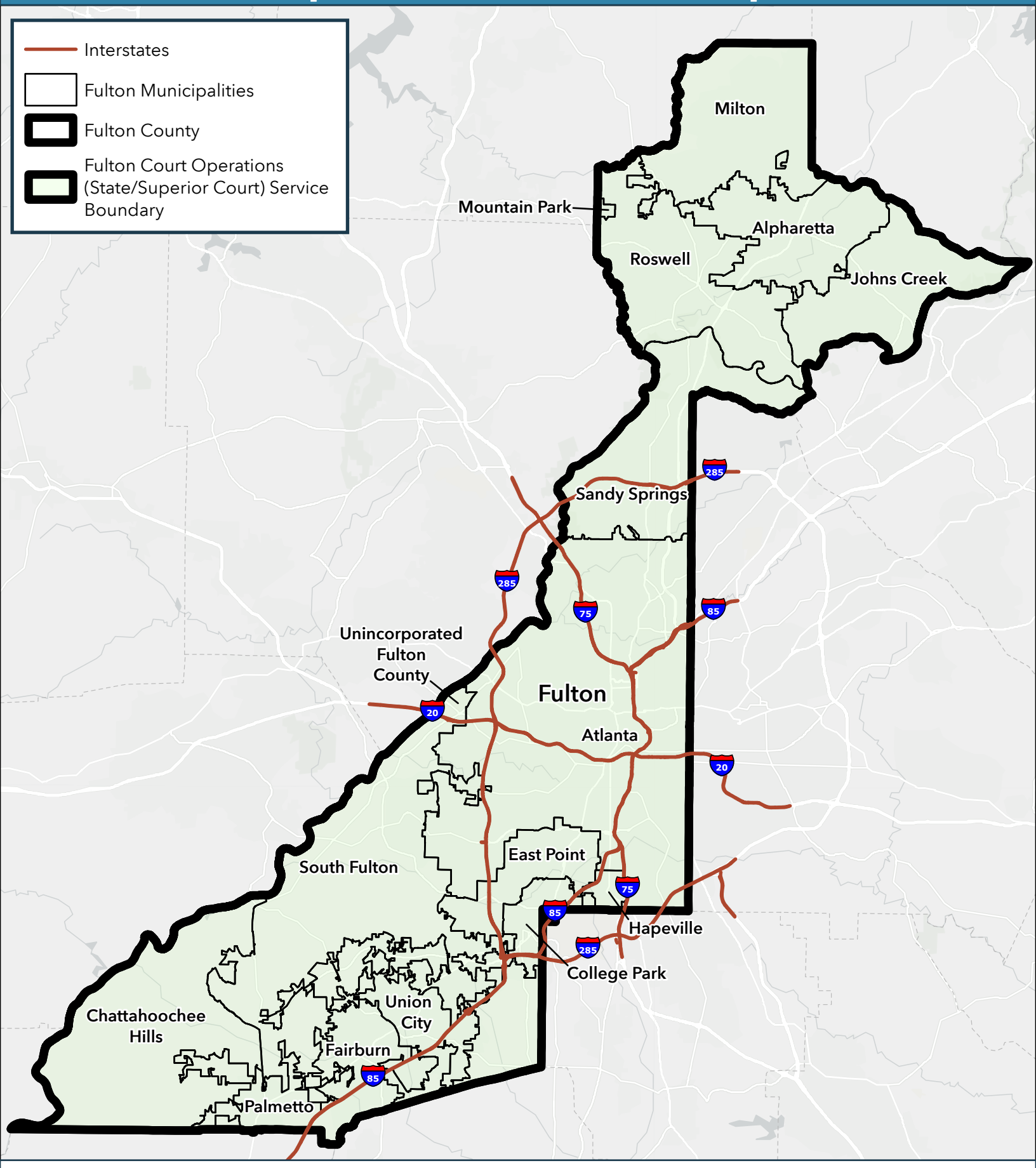
Not applicable

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

Fulton County - SDS 2026 Court Operations (State/ Superior Court) Service Map



GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, we recommend reporting this to the Department of Community Affairs.

COUNTY: FULTON COUNTY	**Service: Court Municipal**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):**Type Name of the single Government, Authority or Organization Here**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of the single Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Fulton County, Alpharetta, Atlanta, Chattahoochee Hills, South Fulton, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, Union City**

e.) ☐ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.



SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County, Alpharetta, Atlanta	General Funds, Fees, Fines, Grants
Chattahoochee Hills, South Fulton	General Funds, Fees, Fines, Grants
College Park, East Point, Fairburn	General Funds, Fees, Fines, Grants
Hapeville, Johns Creek, Milton	General Funds, Fees, Fines, Grants
Mountain Park, Palmetto, Roswell	General Funds, Fees, Fines, Grants
Sandy Springs, Union City	General Funds, Fees, Fines, Grants

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

Added cities since the last SDS submission

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Joint Use Agreement	Alpharetta and Milton	05/24/2021 - until terminiated
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

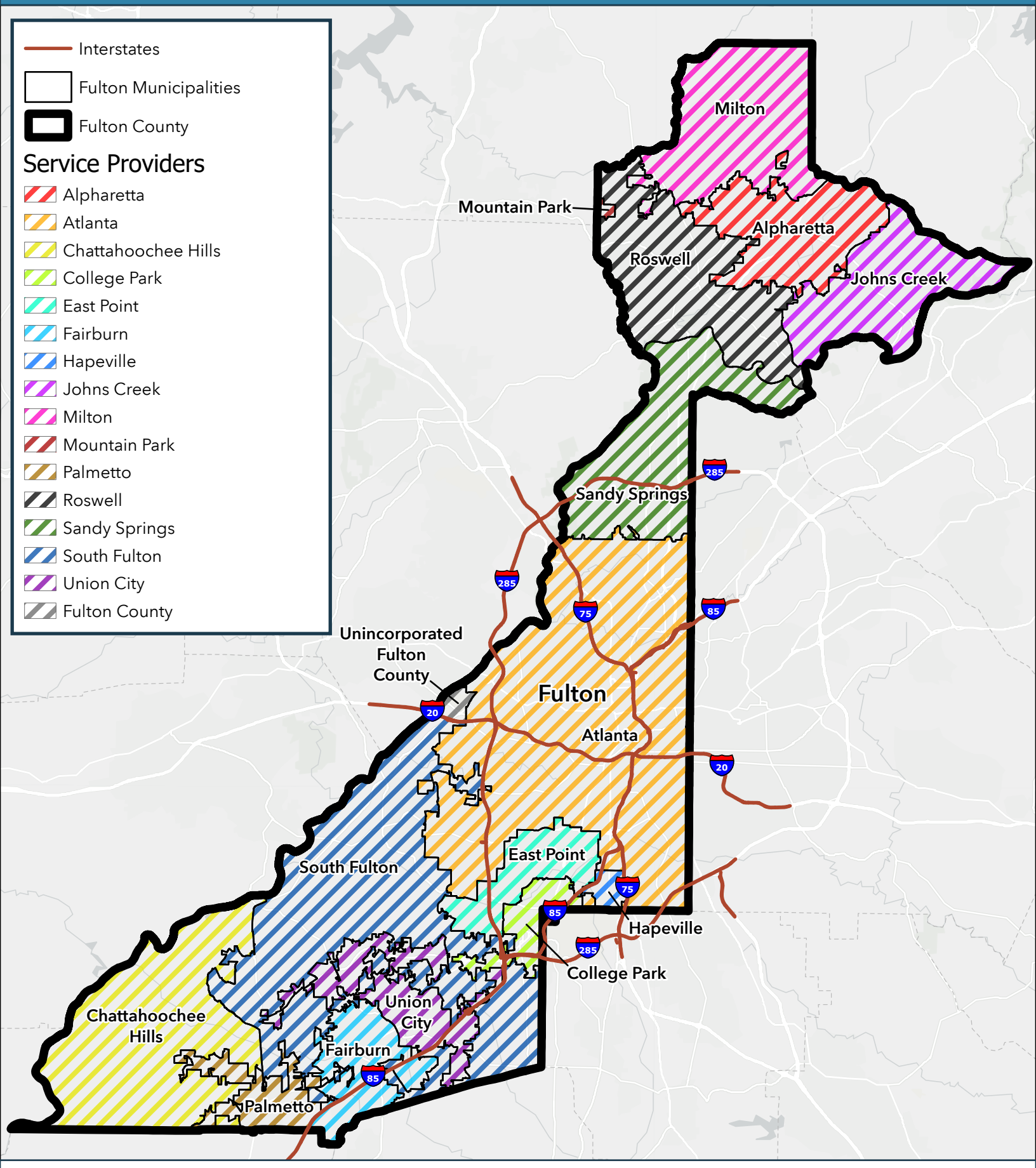
The City of Alpharetta and City of Milton will share a facility until such time that one jurisdictions terminates the agreement.

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

Fulton County - SDS 2026 Courts/Municipal Service Map



INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF MILTON, GEORGIA AND THE CITY OF ALPHARETTA, GEORGIA REGARDING JOINT USE OF MUNICIPAL COURT FACILITIES AND SHARED MUNICIPAL CLERK SERVICES

This Intergovernmental Agreement ("IGA"), effective this 24th day of May, 2021 (the "Effective Date"), is entered into by and between the **CITY OF MILTON, GEORGIA**, a municipal corporation formed under the laws of the State of Georgia and acting buy and through its governing authority, the City of Milton Mayor and City Council (hereinafter **"Milton"**) and the **CITY OF ALPHARETTA, GEORGIA**, a municipal corporation formed under the laws of the State of Georgia and acting buy and through its governing authority, the City of Alpharetta Mayor and City Council (hereinafter **"Alpharetta"**).

RECITALS:

WHEREAS, the parties are authorized to enter into this IGA pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia of 1983 regarding intergovernmental contracts ("Intergovernmental Contracts Clause");

WHEREAS, the Intergovernmental Contracts Clause authorizes the cities to enter into an agreement for the provision of services or the joint or separate use of facilities or equipment, but such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide;

WHEREAS, Milton owns a municipal court facility located at the Milton Public Safety Complex, 13690 GA-9, Milton, GA 30004, which facility is convenient to Alpharetta residents;

WHEREAS, O.C.G.A. § 36-32-12 provides that "sessions of a municipal court may be held outside the municipality for which the municipal court is established if such sessions are held within a county in which the municipality is located or has its legal situs;"

WHEREAS, both Alpharetta and Milton are located in Fulton County;

WHEREAS, the parties currently share the services of a municipal clerk and desire to further define their mutual responsibilities and obligations regarding such shared services;

WHEREAS, the parties desire for this IGA to supersede and replace their previous agreement for shared municipal court clerk services, effective September 9, 2020 and as extended through June 30, 2021; and

WHEREAS, Alpharetta and Milton believe the best interests of both Alpharetta and Milton will be served by the shared services and facilities contemplated in this IGA.

NOW THEREFORE, in consideration of the mutual benefits to the parties hereto and all of the citizens they represent and other good and valuable consideration as set forth herein below, Alpharetta and Milton enter into this IGA upon the following terms, conditions, and stipulations:

I. INCORPORATION OF RECITALS.

The Recitals set forth above are hereby incorporated in and made a part of this IGA by this reference.

II. RIGHT TO USE SHARED FACILITIES

A. <u>General Terms/Definitions.</u>

1. **Alpharetta Exclusive Facilities.** Desks, work stations, and supply closets, within the Common Areas, reserved only for Alpharetta use.
1. **Business Hours**. 8:30AM until 5:00 PM on weekdays other than official holidays recognized by Milton.
2. **Common Areas.** The spaces at the Court other than the Courtroom. Common Areas include, but are not limited to, generally accessible parking, sidewalks, entrances, hallways, lobbies, elevators, restrooms, walkways and plazas.
3. **Court.** The municipal court-related facilities of the Public Safety Complex, as shown with colored shading on the Floorplan. The Court specifically excludes the sections of the Complex devoted to Police and Fire departmental use.
4. **Courtroom.** The areas labeled as "Courtroom" in the Floorplan, the adjoining areas opening directly onto the Courtroom labelled "Probate", "Storage", "Conference", and "In-Custody Vestibule", and the area labelled "Sallyport".
5. **Floorplan.** A floorplan for the Court is attached hereto as **Exhibit A** and incorporated herein by reference.

B. <u>Right of Use.</u>

2. **Alpharetta's Rights.** Subject to the requirements of the Access Restrictions (below), Alpharetta shall enjoy the following rights to use the Court. These rights shall be in the nature of a license, as opposed to a lease, estate for years, or other property right.
    a. **Common Areas.** Alpharetta shall have a nonexclusive right, shared with Milton, to use the Common Areas.

b. **Alpharetta Exclusive Facilities.** Alpharetta staff will be assigned desks, work stations, and supply closets within the Court that will be reserved exclusively for Alpharetta use.

c. **Courtroom.** Alpharetta shall have a nonexclusive right to use the Courtroom at all times other than Business Hours on Monday and Friday each week, and the exclusive right to use the Courtroom during Business Hours on Tuesdays through Thursdays each week, for the purpose of conducting sessions of Alpharetta's municipal court business.

3. **Access Restrictions.** Alpharetta's right to use of the Court shall be subject to the following restrictions and exceptions:

a. **Generally.** Alpharetta, its agents, employees, invitees, and guests, shall have access and reasonable ingress and egress to the Court twenty-four hours a day, seven days a week during the term of this IGA; provided, however, Milton by reasonable regulation may control such access for public safety and protection of building occupants or as needed for cleaning or making repairs and alterations, provided further that such regulation shall not unreasonably interfere with the public's ability to access Alpharetta's Municipal Court offices during Business Hours or Alpharetta's ability to hold Municipal Court sessions during Business Hours on Tuesdays through Thursdays each week.

b. **After Hours.** Alpharetta shall be responsible for providing access to the Court to its agents, employees, invitees and guests after Business Hours and on weekends and holidays, but in no event shall Alpharetta's use of and access to the Court during non-Business Hours compromise the security of the Public Safety Complex. Alpharetta's access to the Court, as authorized herein, shall be exclusively for the purpose of conducting municipal court operations.

c. **Restrictions on Use.** Use of the Court shall be subject to any reasonable rules and regulations promulgated by Milton, provided that such rules shall not unreasonably interfere with the public's ability to access the Alpharetta municipal court facilities or offices or Alpharetta's ability to hold municipal court sessions in compliance with applicable law.

d. **Security.** Alpharetta will maintain security for the Court on Tuesdays, Wednesdays and Thursdays when Alpharetta's Municipal Court is in session. Milton will allow Alpharetta to use its security checkpoint equipment during such times. Milton will

maintain security for the Court on Mondays and Fridays when Milton's Municipal Court is in session.

e. **Milton Right of Entry.** Milton shall have the right, at all reasonable times and upon reasonable notice and without unreasonably interfering with Alpharetta's business, either itself or through its authorized agents, to enter any portion of the Court to make repairs and inspect any mechanical systems and electrical devices. Further, Milton shall have the right to enter any portion of the Court at any time without notice in the event of an emergency.

C. **Court Physical Operation and Maintenance Costs.** Milton shall be responsible for all costs associated with the physical operation and maintenance of the Court (including but not limited to utility costs, standard building lighting, heating and air conditioning, janitorial costs, trash/dumpster pickup, and landscaping costs). Milton shall make all repairs to the Court, including, but not limited to, repairs needed to the Alpharetta Exclusive Facilities; provided that Alpharetta shall reimburse Milton for the reasonable cost of any repairs required due to the negligence or other wrongdoing of Alpharetta or its employees, contractors and agents.

D. **Compensation for Right of Use.** In exchange for Alpharetta's right to use the Court as described in Section II(B) and the other services described in Section II(C), Alpharetta will pay Milton six thousand seven hundred and seventy-five dollars ($6,775.00) per month during the term of this IGA.

E. **Modifications to the Court.**

1. **Signage.** Milton will add reasonable Alpharetta-requested interior and exterior signage to the Court, including but not limited to door and directory signage; provided that such signage shall be of similar scale to existing Milton signage. The parties agree to cooperate in determining the location and style of signage at the Court. Alpharetta shall reimburse Milton for any costs associated with signage additions/modifications.
2. **Furnishings for Court Staff Areas.** Alpharetta and Milton shall coordinate to order office furnishings for all court personnel, court clerk, and judge. Milton shall be responsible for purchasing and installing the furnishings, and at the expiration or earlier termination of the IGA Milton shall retain title to the furnishings. Alpharetta shall reimburse Milton for 60% of the cost of the furnishings, including delivery and installation costs.
3. **Installation of Fiber-Optic Connection at Court.** Alpharetta and Milton shall coordinate to install a fiber-optic cable that will connect the Court with the Alpharetta government network. Alpharetta shall be responsible for the contract for installation of the network, but

shall closely coordinate with Milton on the installation and the details of the contract, and shall incorporate any reasonable requirements into the contract requested by Milton for the protection of Milton, such as limitations on construction hours and minimum insurance and indemnity requirements imposed on contractors performing the work. Milton shall reimburse Alpharetta for 40% of the cost of installation of the fiber. If there is an ongoing service or lease fee for the fiber, the parties shall determine which of them shall assume primary responsibility for paying such fee, and they shall split the cost of the fee 60% from Alpharetta and 40% from Milton. At the expiration or earlier termination of the IGA, Milton shall have and retain title to the fiber (if any ownership interest exists) and, so long as the parties authorize and desire to maintain the connection, Milton shall be 100% responsible for any maintenance fees.

III. SHARED USE OF MUNICIPAL COURT CLERK

A. **Shared Clerk Services.** Milton and Alpharetta shall share the services of a single municipal court clerk (the "Clerk"). The Clerk will be directed to be reasonably available to both Milton and Alpharetta throughout the week, but will be expected to spend, on average, forty percent (40%) of her work week on Milton court matters, and sixty percent (60%) of her work week on Alpharetta court matters.

B. **Clerk Compensation.** The Clerk will be an employee of Alpharetta, and Alpharetta shall be solely responsible for paying the salary and benefits for the Clerk. Milton shall reimburse Alpharetta 40% of the prorated cost of the Clerk's base salary and 40% of the prorated cost of the employee benefits provided to the Clerk. Any modification to the salary and benefits paid to the Clerk other than routine pay increases and benefit enhancements that most other Alpharetta employees are also receiving shall require an amendment to this IGA signed by both parties.

C. **Filling of Clerk Vacancy.** The parties anticipate that the current Clerk, Brooke Lappin, will continue her employment with the City of Alpharetta. If the position of Clerk should become vacant during the term of this IGA, Alpharetta shall be responsible for, and have final discretion in, the hiring a new shared Clerk; provided that Milton shall be given a substantial role in the selection and hiring process.

IV. ALPHARETTA STAFF AT THE COURT

A. **Access to Facilities; Compliance with Personnel Policies.** To enable Alpharetta's employees to access the Court at their convenience, Milton shall provide access credentials to all employees designated by Alpharetta as being engaged in or assisting with municipal court services. All such employees will be provided with a copy of Milton's personnel policies, and shall be required to comply with the provisions thereof that are applicable to their conduct at the Court. Any significant infraction or repeated minor infractions of Milton's personnel policies or other rules governing the Court or the Public Safety Complex shall be grounds for expulsion of the Alpharetta employee(s) from working at the Court, in Milton's reasonable discretion.

B. **Cooperation.** To provide efficient court services, Alpharetta employees and Milton employees will be encouraged to cross-train and assist each other wherever necessary and appropriate.

V. TERM AND TERMINATION

A. **Term.** This IGA shall commence upon execution by the parties and shall have a term of ten (10) years.

B. **Termination for Convenience.** Either party may terminate this IGA for convenience by providing written notice of termination to the other party at least one year (365 days) prior to the date of termination.

C. **Upon Termination.** At the expiration or earlier termination of this IGA, Alpharetta shall (i) return all access credentials of its staff; (ii) peaceably give up the Alpharetta Exclusive Facilities; (iii) remove all of Alpharetta's personal property, equipment, and fixtures from the Court (which property shall specifically exclude the furnishings purchased by Milton or the fiber-optic cable installed at the Court under Sections II.E.3 and II.E.4, all of which shall remain); (iv) repair any damage resulting from the removal of its property/equipment/fixtures. Any permanent modifications/alterations to the structure of the Court will remain.

VI. DISPUTE RESOLUTION

If any disputes or issues arise in connection with this IGA, either party shall have the right to demand a meeting of the cities' respective City Managers. If the dispute cannot be resolved amicably between the City Managers, then either party shall have the right to request the other party participate in non-binding mediation. The mediator shall be mutually agreed upon, and the costs of the mediator shall be shared equally between the parties. In the event there is no timely request for mediation or in the event

mediation is unsuccessful or deemed futile, the parties shall each be entitled to pursue all available remedies at law or equity; provided that any action or suit related to this IGA shall be brought in the Superior Court of Fulton County, Georgia, or the Northern District of Georgia, as applicable, and the parties hereby submit to the jurisdiction and venue of such court.

VII. MISCELLANEOUS

A. **Replacement of Prior Agreement.** If the Effective Date of this IGA is on or prior to June 30, 2021, this IGA shall replace the parties' prior agreement for shared municipal court clerk services effective September 9, 2020 and as extended through June 30, 2021.

B. **Reimbursements.** Requests for reimbursement of amounts due by either party under this IGA shall be tendered promptly after costs are incurred. Upon receipt of any invoice for reimbursement, the party owing reimbursement shall promptly reimburse the other party, and in no event later than thirty (30) days from receipt of the invoice except in the case of a reasonable dispute about the invoice.

C. **Insurance.**

1. **Milton.** Milton shall procure and maintain a commercially reasonable policy of property (casualty) insurance on the Court throughout the term of this IGA.
2. **Contractors/Subcontractors.** During any construction on the Court, the respective party completing such construction shall ensure by written contract that all contractors and subcontractors maintain commercially reasonable insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the work being performed, including, but not limited to, a general liability policy with limits of no less than one million dollars ($1,000,000.00). If Alpharetta is contracting for such work, it shall require that Milton is listed as additional insured to such policy. Further, the party contracting for such work shall comply with O.C.G.A. § 13-10-90, et seq., O.C.G.A. § 50-36-1, et seq., O.C.G.A. § 36-91-1, et seq., and/or all other applicable law.

D. **Assignment or Transfer.** The rights, privileges and obligations under this IGA shall not be assigned or transferred by any party without the prior written consent of the other party.

E. **Notices.** All notices given pursuant to this IGA shall be in writing and shall be deemed received, and shall be effective when: (i) personally delivered, or (ii) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (iii) upon actual delivery when sent via national overnight commercial carrier to the party at the address given

below, or at a substitute address previously furnished to the party by written notice in accordance herewith:

To Alpharetta:

City of Alpharetta, Georgia
2 Park Plaza
Alpharetta, GA 30009
ATTN: City Administrator

To Milton:

City of Milton, Georgia
2006 Heritage Walk
Milton, GA 30004
ATTN: City Manager

Either party shall have the right, from time to time, to change the address to which notices to it shall be sent by giving to the other party at least ten (10) days prior notice of the changed address.

F. Public Procurement Requirements. Each party agrees that it will comply with all public works bidding requirements of the State of Georgia related to any construction, improvements, or services completed on the Court.

G. E-verify and Title VI. Each party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each party agrees that any contracts let for work completed on the Court shall contain all required E-verify and Title VI requirements under applicable law.

H. Entire Agreement/Amendment. This IGA contains the entire agreement of the parties and supersedes all prior communications or agreements, whether oral, written, or understood, regarding the subject of this IGA. This IGA may be modified or amended only in writing properly executed by both parties.

I. Headings and Severability. The brief capitalized and underlined headings or titles preceding each paragraph are for purposes of identification, convenience and ease of reference only and in no way define, limit or describe the scope or intent thereof, or of this IGA nor in any way affect this IGA, and such headings or titles shall be disregarded in the construction of this IGA. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the offending portion of the IGA should be severed, and the remainder of this IGA shall remain in full force and effect to the extent possible.

J. Waiver. No failure of any party hereto to exercise any right or power granted under this IGA, or to insist upon strict compliance by the other party with this IGA, and no custom or practice of any

party at variance with the terms and conditions of this IGA, shall constitute a general waiver of any future breach or default or affect either party's right to demand exact and strict compliance by any other party hereto with the terms and conditions of this IGA.

K. Governing Law. The parties shall comply with all applicable laws, ordinances and regulations related to their respective use of the Court and performance of this IGA. This IGA shall be governed by, construed under, performed and enforced in accordance with the laws of Georgia.

L. Interpretation. The parties hereto have cooperated in the preparation of this IGA. Hence, should any provision of this IGA require judicial interpretation, it is agreed and stipulated by and between the parties that the court interpreting or construing the same shall not apply a presumption that the terms, conditions and provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.

M. Counterparts. This IGA may be executed in multiple counterparts each of which is deemed an original of equal dignity with the others and which is deemed one and the same instrument as the others.

N. Third Parties. This IGA shall be exclusively for the benefit of the parties hereto and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

O. Force Majeure. Neither party shall be liable for its 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 its respective duties or obligations under this IGA or for any delay in such performance due to: (a) any cause beyond its respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this IGA legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute; (f) delay or failure to act by any governmental or military authority other than the party claiming the benefit of this provision; or (g) 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.

P. Records. Each party shall maintain records relating to matters covered by this IGA as required by law and by any additional requirements in this IGA. Such records shall be maintained for at least a period of three years following the termination of this IGA.

Q. Authorization. Each of the individuals executing this IGA on behalf of his or her respective party

agrees and represents to the other party that he or she is authorized to do so and further agrees and represents that this IGA has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The parties hereto agree that this IGA is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

IN WITNESS WHEREOF, Alpharetta and Milton have caused this IGA to be executed under seal as of the Effective Date first provided above.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF ALPHARETTA, GEORGIA

Jim Gilvin, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

C. Sam Thomas, City Attorney

CITY OF MILTON, GEORGIA

Joe Lockwood, Mayor

[CITY SEAL]

ATTEST:

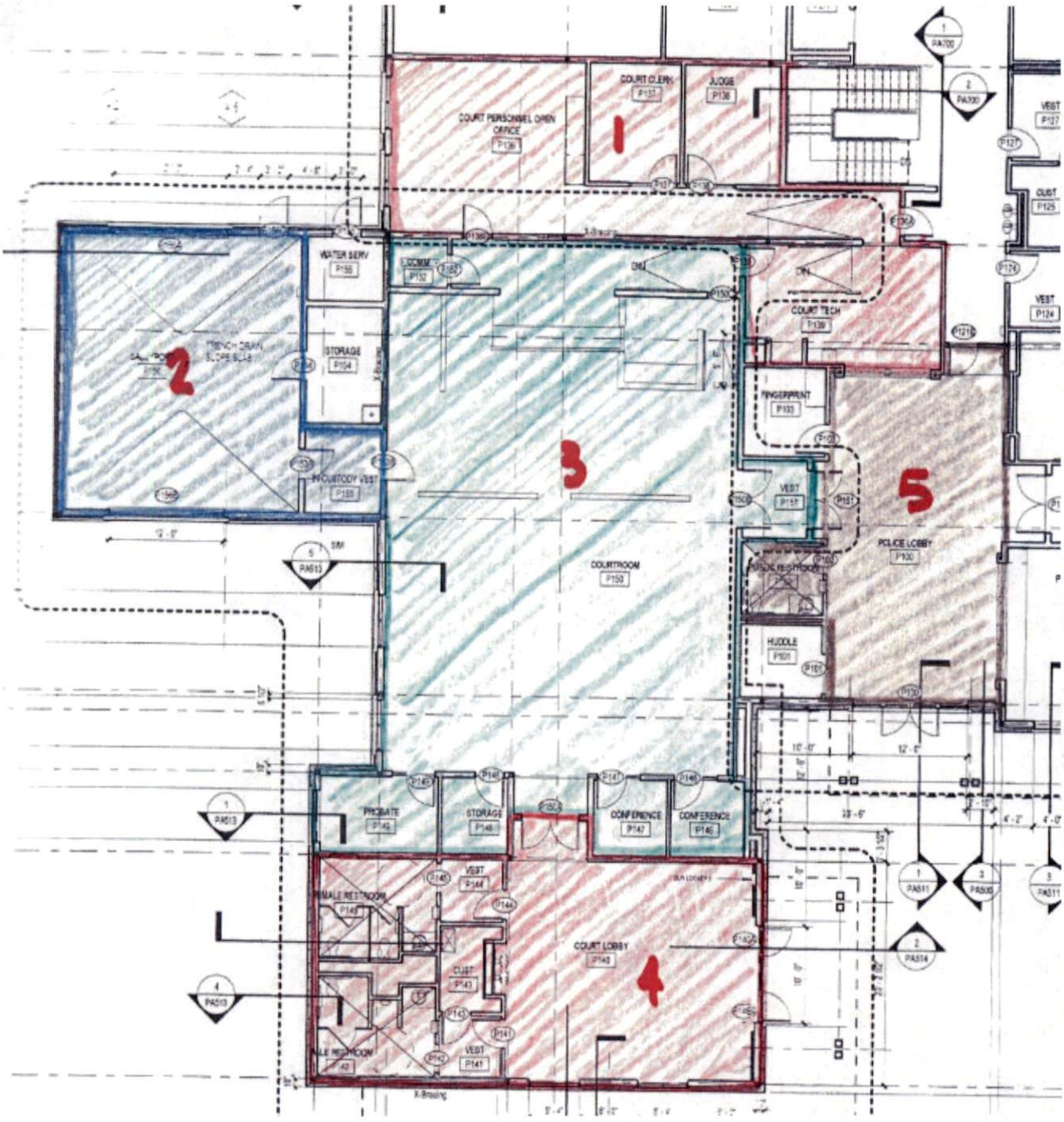
City Clerk

APPROVED AS TO FORM:

City Attorney

May 10, 2021

Exhibit "A"


COURT CLERK
P137
JUDGE
P138
COURT PERSONNEL OPEN OFFICE
P136
1
WATER SERV
P150
JANITOR
P151
STORAGE
P154
2
IN-CUSTODY VEST
P155
3
COURT TECH
P139
FINGERPRINT
P103
VEST
P157
5
POLICE LOBBY
P130
COURTROOM
P159
HUDDLE
P101
PROBATE
P145
STORAGE
P146
CONFERENCE
P147
CONFERENCE
P148
VEST
P144
FEMALE RESTROOM
P149
COURT LOBBY
P140
4
CUST
P143
VEST
P141
X-Bracing

GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, we recommend reporting this to the Department of Community Affairs.

COUNTY: FULTON COUNTY	**Service: Development Review and Permitting**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):**Type Name of the single Government, Authority or Organization Here**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of the single Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Fulton County, Alpharetta, Atlanta, Chattahoochee Hills, South Fulton, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, Union City**

e.) ☐ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County, Alpharetta, Atlanta	General Funds, Grants
Chattahoochee Hills, South Fulton	General Funds, Grants
College Park, East Point, Fairburn	General Funds, Grants
Hapeville, Johns Creek, Milton	General Funds, Grants
Mountain Park, Palmetto, Roswell	General Funds, Grants
Sandy Springs, Union City	General Funds, Grants

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

Added more cities since the last submission of the SDS documents

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Soil & Water Conservation MOU	Sandy Springs & Soil and Water Conservation District	05/24/2024 - until terminated
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

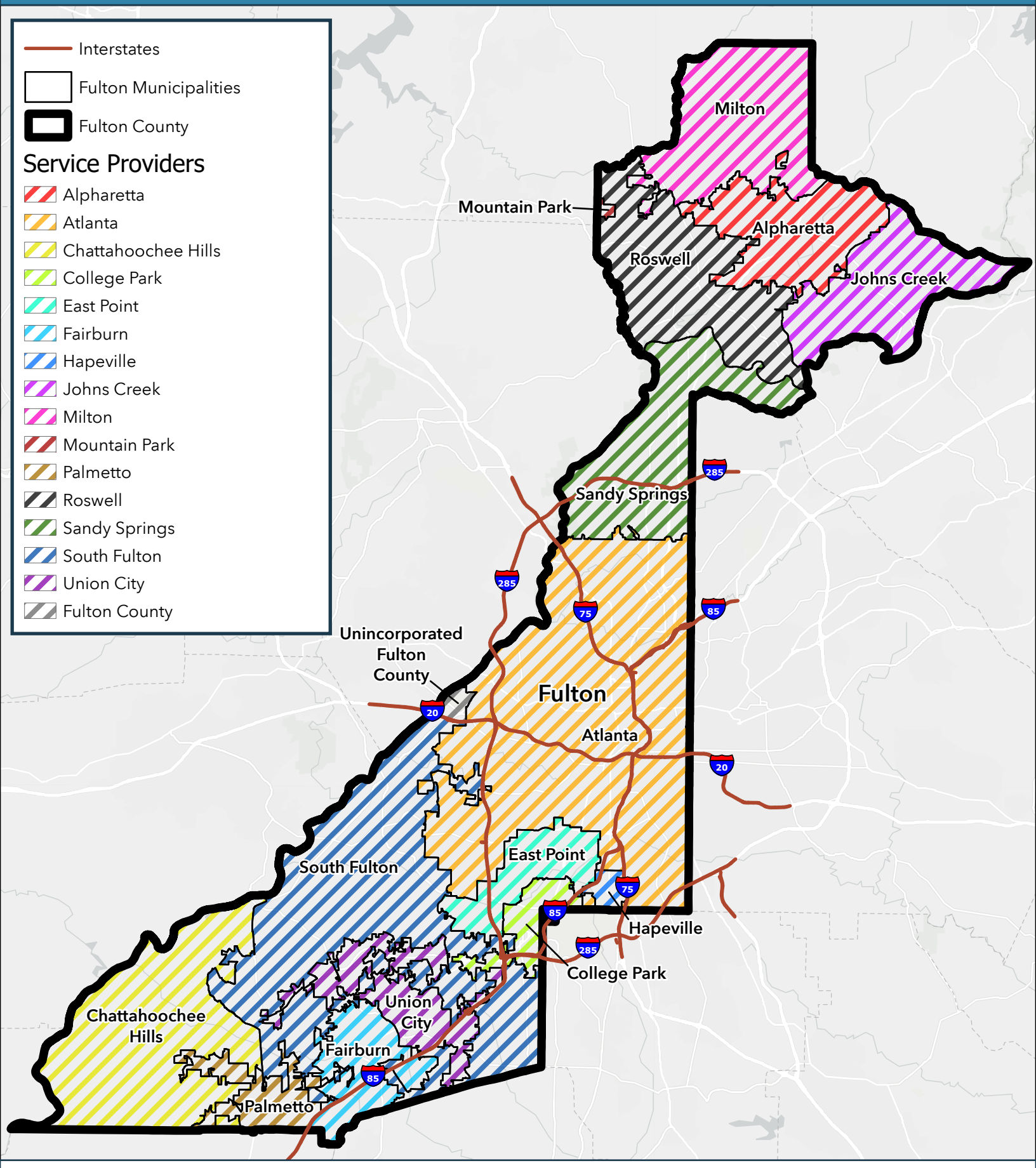
Sandy Springs has an agreement with Fulton County Soil and Water Conservation District of Georgia

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

Fulton County - SDS Development Review and Permitting Service Map



GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, we recommend reporting this to the Department of Community Affairs.

COUNTY: FULTON COUNTY	**Service: Disability Affairs**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☒ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):**Fulton County**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of the single Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

e.) ☐ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County	General Funds, Grants

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

Not Applicable

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

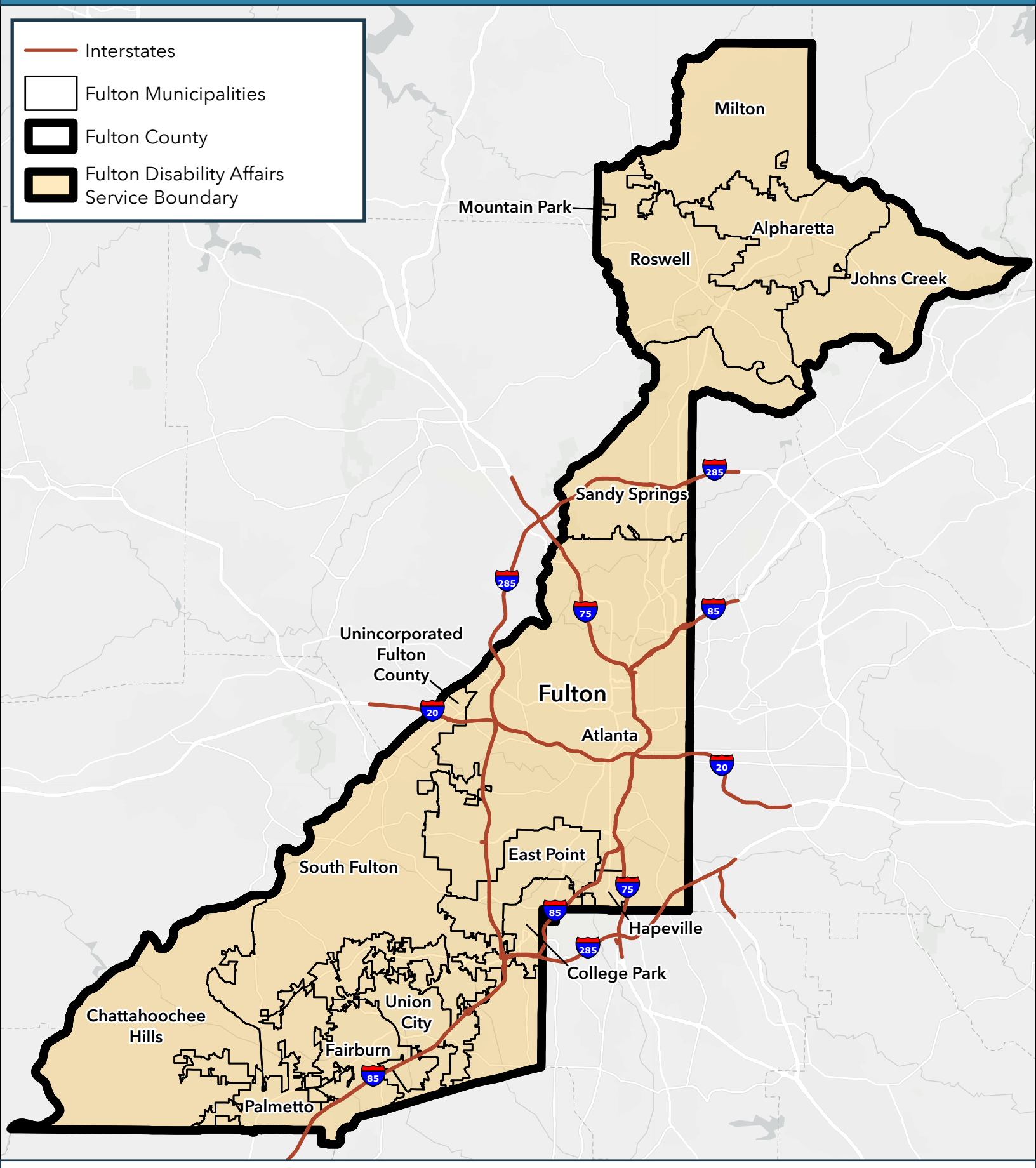
Not Applicable

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

Fulton County - SDS 2026 Disability Affairs Service Map



GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, we recommend reporting this to the Department of Community Affairs.

COUNTY: FULTON COUNTY	**Service: Dispatch Services**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):**Type Name of the single Government, Authority or Organization Here**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of the single Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

e.) ☒ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **Fulton County provides services to Unincorporated Fulton, Palmetto, Fairburn, Union City and Chattahoochee Hills. Alpharetta provides services to Alpharetta and Milton, Roswell provide services to Roswell and Mountain Park. ChatComm Authority provides services to Sandy Springs and Johns Creek. Each remaining jurisdiction (Atlanta, College Park, East Point, and Hapeville) provides these services within their respective boundaries.**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County, Alpharetta, Atlanta	General Funds, Fees, 911 Funds, Grants
Chattahoochee Hills, South Fulton	General Funds, Fees, 911 Funds, Grants
College Park, East Point, Fairburn	General Funds, Fees, 911 Funds, Grants
Hapeville, Johns Creek, Milton	General Funds, Fees, 911 Funds, Grants
Mountain Park, Palmetto, Roswell	General Funds, Fees, 911 Funds, Grants
Sandy Springs, Union City	General Funds, Fees, 911 Funds, Grants

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

Added more cities since last SDS submission

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Palmetto IGA	Fulton County and Palmetto	01/01/21 - 12/31/24
Fairburn IGA	Fulton County and Fairburn	01/01/23 - 12/31/26
Union City IGA	Fulton County and Union City	01/01/26 - 12/31/29
Chattahoochee Hills IGA	Fulton County and Chattahoochee Hills	01/01/23 - 12/31/26
Alpharetta with Milton IGA	Alpharetta and Milton	10/01/18 - 10/01/28
Roswell with Mountain Park	Roswell and Mountain Park	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

The IGA between Fulton County and South Fulton will only be through 2029 at which time South Fulton will operate their own 911 System.

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

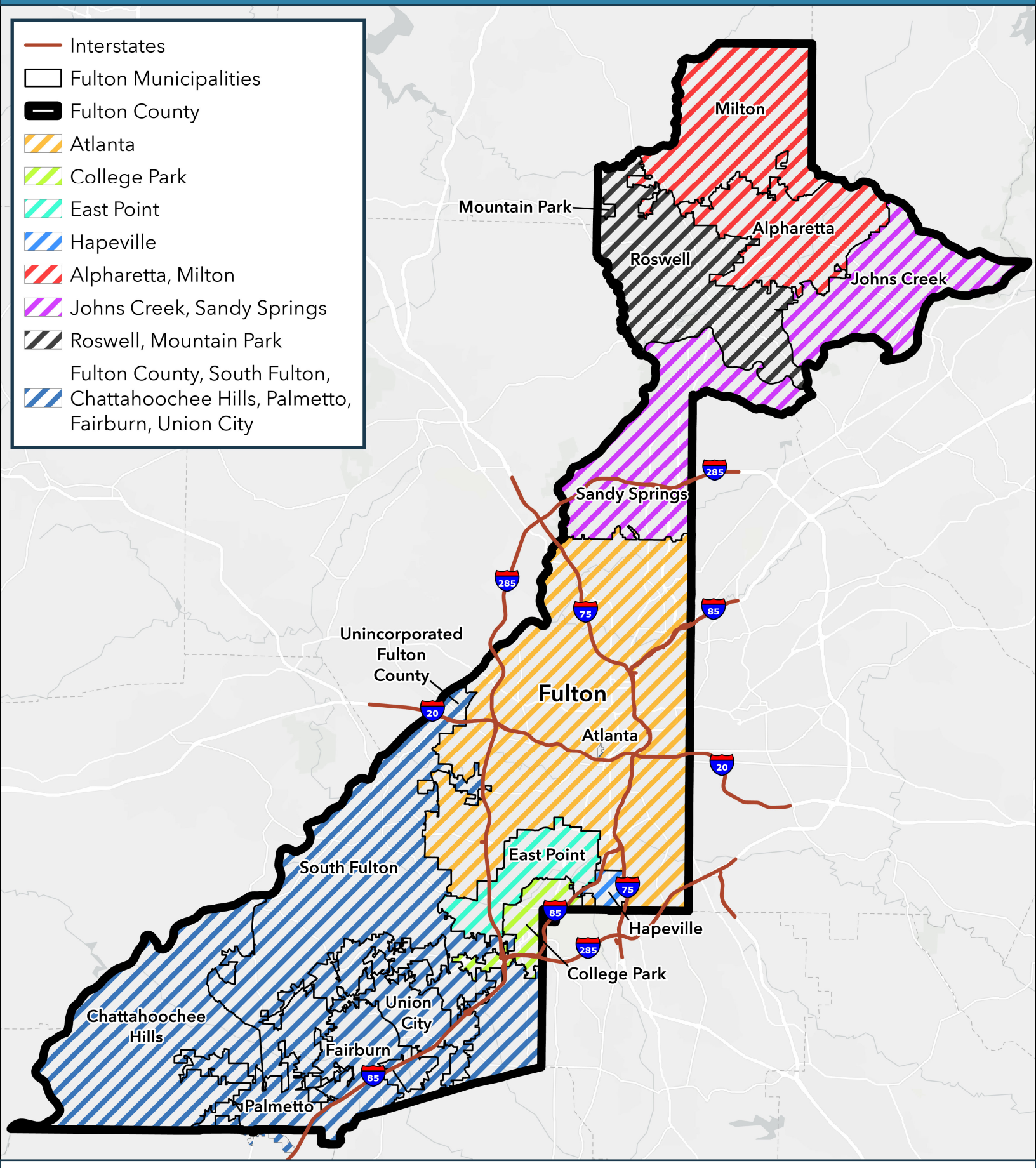
If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

SUPPLEMENTAL PAGE TO FORM 2 – Dispatch Services

Agreements Continued:

Agreement Name	Contracting Parties	Effective and Ending Dates
Sandy Springs and Johns Creek IGA	Sandy Springs and Johns Creek	11/01/08 – 07/01/29
Alpharetta, Milton, Roswell, Sandy Springs Radio IGA	Alpharetta, Milton, Roswell, Sandy Springs	01/28/13 – 20 years

Fulton County - SDS 2026 Dispatch Service Map



INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF
Computer-aided dispatch and
Police Records Management Systems
BETWEEN
THE CITY OF ALPHARETTA, GEORGIA AND
THE CITY OF MILTON, GEORGIA

This INTERGOVERNMENTAL AGREEMENT ("Agreement"), by and between the City of Alpharetta, a Georgia municipal corporation ("Alpharetta"), and the City of Milton, a Georgia municipal corporation ("Milton") (collectively, the "Parties") is entered into on December 4, 2023 by the terms hereof:

WITNESSETH:

WHEREAS, Article IX, Section II, Paragraph III of the Georgia Constitution allows municipalities to provide police and fire protection services and to extend those services to other jurisdictions pursuant to a contract with the affected jurisdictions;

WHEREAS, Article IX, Section III, Paragraph I of the Georgia Constitution allows municipalities to contract with one another in intergovernmental agreements for the provision of any services authorized by law;

WHEREAS, the Parties intend to contract under the authority set forth above rather than create a "mutual aid agreement" pursuant to O.C.G.A. § 36-69-1 *et seq.* or a "joint authority" pursuant to O.C.G.A. § 46-5-138;

WHEREAS, Alpharetta and Milton have maintained an excellent working relationship with shared agency Computer Aided Dispatch (CAD) and Records Management Systems (RMS) since October 2010;

WHEREAS, Alpharetta has undertaken an upgrade and replacement of the existing CAD and RMS through a fully vetted competitive bid process;

WHEREAS, Alpharetta and Milton desire to enter into this Agreement for Alpharetta to provide CAD and RMS access, including access to CAD records, RMS, and field-based reporting services (Mobile);

WHEREAS, this Agreement establishes the cost of services;

WHEREAS, Alpharetta and Milton desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, Alpharetta and Milton have authorized the execution of this Agreement through appropriate Resolutions adopted by their respective governing bodies.

NOW, THEREFORE, in consideration of the following mutual obligations, Alpharetta and Milton agree as follows:

ARTICLE 1 PURPOSE AND INTENT

This Agreement aims to provide for the vital and necessary reporting of police and fire activity from computer-aided dispatch records and police incident and accident reports through a cooperative purchasing agreement by and between Alpharetta and Milton. This will allow the Parties to better provide and execute public safety services to its citizens.

Milton agrees to abide by the terms provided in the attached Change Order provided Exhibit A. Accordingly, Alpharetta agrees to provide Milton with courteous, efficient, and accessible CAD / RMS capabilities, licensing, and support for the term of the agreement. This Agreement sets forth the Parties' responsibilities regarding the services to be performed.

ARTICLE 2 DEFINITIONS

For the purposes of this Agreement, the following terms shall be defined as:

CAD Records means access to and reporting from Computer-aided dispatch event history for emergency calls for service, non-emergency calls, and other associated emergency services activities for both Police and Fire.

Police Records Management System (RMS) means the official written record of criminal activity, accident report, Officer Activity, or other official written record of police activity.

Calls For Service means response activities generated and recorded within the Computer Aided Dispatch system.

NIBRS means the National Incident-Based Reporting System as published by the Federal Bureau of Investigation under the Department of Justice.

GIS means Geographic Information Systems, which is the mapping functionality provided by ESRI, Inc.

ARTICLE 3 TERM OF AGREEMENT

1. **Term**. This Agreement shall commence immediately upon the execution of this document and shall expire ten (10) years from the date of execution, subject to any provision or modifications contained within the underlying agreement. At the conclusion of this term, each party will be solely responsible for providing CAD and Police records for the respective agencies unless this Agreement is extended by mutual agreement approved by the governing bodies of both parties.

2. **Termination of Agreement for Cause**. Either party may terminate this Agreement if the other party fails to perform in accordance with the provisions of the Agreement or the breaching party does not cure such default to the reasonable satisfaction of the non-breaching party within thirty (30) days of prior written notice to the other party.

3. **Termination for Convenience**. Notwithstanding any other provisions, either party may terminate this Agreement for its convenience with twelve (12) months'

written notice of termination to the other party. Upon termination for convenience, either party waives any claims for damages, including any loss or replacement cost.

ARTICLE 4 PAYMENT

1. Alpharetta shall retain ownership of the software license and, therefore, shall be solely responsible for the accounts payable to the vendor. Alpharetta shall provide initial customer support and all communications with the vendor. Alpharetta shall invoice Milton any and all fees based on licenses, cloud-based fees, and support costs based on the Change Order.

2. Milton shall tender payment to Alpharetta based on all fees as provided in the Change Order provided on Exhibit A on a net 30 basis.

ARTICLE 5 CAD, RMS, Mapping systems, Cloud Access

Milton, working with and through the City of Alpharetta Department of Public Safety, will have access to the following:

a) Cloud-based Computer-aided dispatch (view Only) Records for the purposes of research and documentation;

b) Cloud-based Police Records Management system, which is fully NIBRS and FBI NIBRS compliant;

c) Mobile dispatch system to facilitate the response and reporting of activities from the Police and Fire units operating in the field;

d) Training resources; and

e) Input into the configuration and user-based procedural programming of the system.

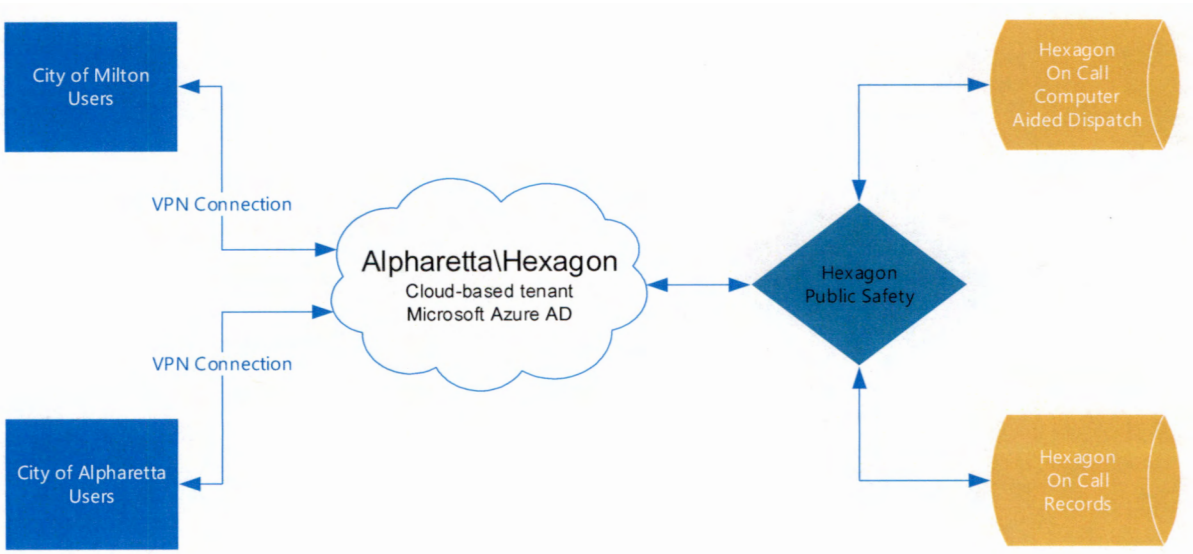
An integral part of current CAD/RMS systems is the availability of GIS/mapping. Milton agrees that GIS personnel from Milton will work closely with Alpharetta GIS personnel to ensure a compliant, up-to-date, functional GIS mapping system utilizing ESRI mapping in the World Geodetic System 1984 (also known as WGS84) projections.

As the applications covered by this agreement are cloud-based, utilizing current active directory technology provided by Microsoft Azure Active Directory, each municipality shall be independently responsible for:

a) Establish independent connectivity to the Alpharetta\Hexagon cloud-based tenant in Microsoft Azure AD using a VPN or a provider circuit.

b) Manage independent identities and synchronize those identities to the Alpharetta\Hexagon cloud-based tenant using Microsoft Azure AD.

c) Ensure identity management and authentication meet CJIS standards and cybersecurity best practices.



ARTICLE 6 EMPLOYMENT STATUS

All Alpharetta personnel assigned under this Agreement are and will continue to be employees of the City of Alpharetta for all purposes, including but not limited to duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation, and disciplinary functions.

In the event Milton's Police Chief or Fire Chief becomes dissatisfied with the performance of any sworn or civilian personnel performing functions pursuant to this project or process on behalf of Milton, he/she shall discuss the concerns with the Alpharetta Public Safety Director.

ARTICLE 7 RECORD KEEPING AND REPORTING

The Alpharetta Department of Public Safety Records Section is the central repository for all records pertaining to emergency dispatch and shall make available public records as defined by the Georgia Open Records Act, O.C.G.A. § 50-18-70, et seq. during the term of this Agreement.

Except as limited by any state or federal law provision, Milton may request, review, and access data and Alpharetta records at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 8 ANCILLARY SERVICES

Alpharetta provides a variety of ancillary services incumbent on a large metropolitan public safety answering point. These services will be provided to Milton pursuant to this Agreement, the consideration for which has been included as part of the payment provided in Article 4 and shall include technical operations, administration, quality assurance and training, cost allocation, facilities maintenance, fiscal management, general operating supplies, human resources, information systems, maintenance, public information, purchasing, utilities and other critical services attendant to the operation of a records management system.

Various operational guidelines, procedures, and support function responsibilities shall be established cooperatively between the Alpharetta Director of Public Safety or designee and the Milton Chiefs of Police and Fire or designee(s) pursuant to a memorandum of understanding with regard to function and levels of mutually beneficial support from and to various city departments referenced in this Section 8 in the paragraph above.

ARTICLE 9 ALPHARETTA-MILTON RELATIONS

The Alpharetta Public Safety Director, or his/her designee, will work side by side with the City of Milton's Police Chief, or his/her designee, and Fire Chief, or his/her designee, to facilitate a functional system mutually beneficial to all parties involved.

ARTICLE 10 TRANSITION

In the event of the termination or expiration of this Agreement, Alpharetta and Milton shall cooperate in good faith in order to effectuate a smooth and harmonious transition and maintain the same high quality of CAD and RMS records pursuant to this Agreement for the residents, businesses, and visitors of Alpharetta and Milton.

The Alpharetta Public Safety Director or his/her designee shall present a summary report to the Milton City Council within sixty (60) days of the conclusion of this Agreement to facilitate the transition to Milton's CAD / RMS records system.

Alpharetta and Milton agree that ninety (90) days prior to the expiration of this Agreement, the Alpharetta Public Safety Director and Milton's Police Chief and Fire Chief will meet and confer to effect a smooth transition.

ARTICLE 11 INDEMNIFICATION

The Parties intend to be covered under the auspices of the immunity granted by O.C.G.A. § 46-5-131.

Only to the extent permitted by law and in the event O.C.G.A. § 46-5-131 is deemed inapplicable, shall Milton defend, indemnify, and hold harmless Alpharetta and its officers, employees, or agents from any and all liability, losses, or damages, including attorneys' fees and costs of defense, which Alpharetta or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by Milton, its employees, officers and agents. Alpharetta shall promptly notify Milton of each claim, assert all statutory defenses, cooperate with Milton in the defense and resolution of each claim, and not settle or otherwise dispose of the claim without Milton's participation.

Only to the extent permitted by law and in the event O.C.G.A. § 46-5-131 is deemed inapplicable, shall Alpharetta defend, indemnify and hold harmless Milton and its officers, employees, or agents from any and all liability, losses, or damages, including attorneys' fees and costs of defense, which Milton or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by Alpharetta, its

employees, officers, and agents. Milton shall promptly notify Alpharetta of each claim, assert all statutory defenses, cooperate with Alpharetta in the defense and resolution of each claim, and not settle or otherwise dispose of the claim without Alpharetta's participation.

The immunity and indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement, provided the claims are based upon actions that occurred during the performance of this Agreement.

ARTICLE 12 EVENT OF DEFAULT

An event of default shall mean a material breach of this Agreement.

An event of default by Alpharetta will occur should the following events arise:

a) Alpharetta repeatedly disregards local priorities established in the memorandum contemplated in Article 8.

b) Alpharetta does not maintain sufficient personnel to support and maintain the CAD / RMS.

c) Alpharetta consistently fails to meet the levels of service outlined in Article 5, which failure has been communicated in writing by the action of the Milton City Council to the Alpharetta City Council on more than one occasion.

An event of default by Milton will occur should the following events arise:

a) Milton fails to timely remit payment as contemplated in Article 4.

b) Milton does not maintain sufficient personnel to support and maintain the CAD / RMS.

c) Milton fails to assign or dedicate an employee or agent for the operation and implementation of CAD / RMS.

d) Milton fails to fully participate and cooperate, as may be necessary, in any configuration or user-based programming of the systems mentioned herein and described *supra.*

e) Milton's GIS personnel fail to operate, coordinate, and interact with Alpharetta's GIS personnel in a good faith manner to establish and implement GIS functionality.

ARTICLE 13 OPPORTUNITY TO CURE, TERMINATION, AND REMEDIES

Alpharetta or Milton may terminate this Agreement pursuant to an event of default not otherwise cured, or the term of this Agreement expires or terminates as contemplated in Article 3.

If Milton determines that Alpharetta has defaulted under the terms of this Agreement, Milton shall notify Alpharetta in writing and within a reasonable time after Milton has been made

aware of the default. Such notice shall specify the basis for the default and advise Alpharetta that the default must be cured to Milton's reasonable satisfaction within a 60-day period. Milton may grant additional time to cure the default, as Milton may deem appropriate, without waiver of any of Milton's rights, so long as Alpharetta has commenced curing the default and is effectuating a cure with diligence and continuity during the 60-day period, or any longer period which Milton prescribes.

If Alpharetta determines that Milton has defaulted under the terms of this Agreement, Alpharetta shall notify Milton in writing and within a reasonable time after Alpharetta has been made aware of the default. Such notice shall specify the basis for the default and advise Milton that the default must be cured to Alpharetta's reasonable satisfaction within a 60-day period, except that for events of default related to the payment of fees, the cure period is reduced to 30 days. Alpharetta may grant additional time to cure the default, as Alpharetta may deem appropriate, without waiver of any of Alpharetta's rights, so long as Milton has commenced curing the default and is effectuating a cure with diligence and continuity during the 60-day period (30 days for payments) or any longer period which Alpharetta prescribes.

In the event that either party breaches a material term or condition of this Agreement, other than an event of default, the party in breach, upon receipt of a written request from the non-breaching party, shall remedy the breach within thirty (30) days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching party may utilize the remedies of declaratory judgment, specific performance, mandamus, or injunctive relief to compel the breaching party to remedy the breach.

The Parties reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

ARTICLE 14 AMENDMENTS

This Agreement may be modified at any time during the term by mutual written consent of both parties.

ARTICLE 15 NOTICES

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the City of Alpharetta:

Chris Lagerbloom, City Administrator
2 Park Plaza
Alpharetta, Georgia 30009
(678)297-6000

With a copy to:

City Attorney for the City of Alpharetta
Jarrard & Davis, LLP

222 Webb Street
Cumming, Georgia 30004

If to the City of Milton:

Steven Krokoff, City Manager Milton City Hall
2006 Heritage Walk
Milton, Georgia 30004
(678)242-2500

With a copy to:

City Attorney for the City of Milton
Jarrard & Davis, LLP
222 Webb Street
Cumming, Georgia 30004

ARTICLE 16 NON-ASSIGNABILITY; LIMITED THIRD-PARTY RIGHTS

Neither party may assign any of the obligations or benefits of this Agreement. Except to the extent expressly provided in other Articles of this Agreement, this Agreement shall be exclusively for the benefit of Alpharetta and Milton. This Agreement shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.

ARTICLE 17 ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and agreement of the parties regarding the subject matter of the Agreement.

ARTICLE 18 SEVERABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

ARTICLE 19 BINDING EFFECT

This Agreement shall inure to the benefit of, and be binding upon, the respective Parties' successors.

ARTICLE 20 COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

ARTICLE 21 E-VERIFY AND TITLE VI COMPLIANCE

In performing their duties under this Agreement, each party agrees that it will comply with all

E-Verify and Title VI requirements and execute any required documents related to such compliance. Further, each party agrees that any contracts for work completed pursuant to this Agreement shall contain all required E-Verify and Title VI requirements under applicable law.

ARTICLE 22 NO WAIVER OF SOVEREIGN OR PERSONAL IMMUNITIES

Nothing contained in this Agreement shall be construed to be a waiver of Alpharetta's or Milton's sovereign immunity or any individual's qualified good faith or official immunities.

(Rest of page intentionally left blank)

(Signatures on following page)

IN WITNESS WHEREOF, Alpharetta and Milton have executed this Agreement through their duly authorized officers on the day above written.

CITY OF MILTON, GEORGIA

By: _____
Peyton Jamison, Mayor

ATTEST:

By: _____
Steve Krokoff, City Manager

Approved to form:

By: _____
~~Ed Howden~~, City Attorney
KEN JARRARD

(Signatures continued on following page)

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

ATTEST:

By: _____
Chris Lagerbloom, City Administrator

Approved to form:

By: _____
~~Ed Howden~~, City Attorney
Molly Esswein

Exhibit A
Change Order

DocuSign Envelope ID: FCC560FF-6DBA-4344-BD8C-D84273375E72

CHANGE ORDER / CHANGE REQUEST

HEXAGON

CUSTOMER NAME:	City of Alpharetta, GA	
CUSTOMER ADDRESS:	2 Park Plaza Alpharetta, GA 30009	
HEXAGON ENTITY:	Safety, Infrastructure & Geospatial	
DATE:	November 13, 2023	
CHANGE ORDER NUMBER:	1	
CHANGE ORDER TITLE:	ADD City of Milton, GA	
ORIGINAL PO / CONTRACT NUMBER:	23000700 / 22-115, Addendum #1	
CURRENT CONTRACT VALUE:	$2,429,290.00	Includes Extended Warranty, excludes taxes
REVISED CONTRACT VALUE:	$2,670,827.18	Includes Extended Warranty, excludes taxes
CHANGE ORDER PRICE:	241,537.18	
CURRENCY:	U.S. Dollars	

OTHER HEXAGON INFORMATION:

QUOTE NUMBER:	2023-56256
QUOTE & CHANGE REQUEST EXPIRATION DATE	November 30, 2023
PROJECT MANAGER:	Greg Giurintano
SALES CONTACT:	Alexandrea Cohen
PROJECT NUMBER:	ALP01

WHEREAS, the customer named above (hereafter "Customer") and the Intergraph Corporation, through its Hexagon Safety, Infrastructure & Geospatial division, (hereafter "Hexagon") have entered into the agreement named above for products and/or services (hereafter "Agreement");

WHEREAS, the Customer and Hexagon desire to amend the Agreement, as set forth below in this Change Order/Change Request (hereafter "Change Order" or "Change Request"), in consideration for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged;

NOW THEREFORE, the parties intending to be legally bound, hereby agree as follows:

I. DESCRIPTION OF CHANGE:

This Change Order makes the following revisions to this contract:

— Adds Software, Services and associated Maintenance for the City of Milton,GA as an additional agency to the system. First-year Recurring fee on Cloud Program Subscription software begins upon delivery of the license keys to Customer and Third Party Software Maintenance contemplated by this Change Order begins upon production use of such software.

--- Adds additional Training Services for the City of Milton, GA. Change Order includes one (1) OnCall Records Train-the-Trainer class and one (1) OnCall Dispatch Mobile Unit Train-the-Trainer class.

ASSUMPTIONS:
> With the exception of the two Train-the-Trainer classes noted above, the Change Order does not include any additional or separate tasks for the City of Milton, GA as Milton resources will participate in the tasks defined in the Alpharetta Statement of Work, dated March 27, 2023.
> The number of attendees for training sessions will remain the same as specified in Attachment D - Training Curriculum in the Statement of Work, dated March 27, 2023.
> The City of Milton will use the Alpharetta defined configurations for OnCall Dispatch and OnCall Records
> Hexagon is not responsible for entering Milton Agency data information to OnCall Records
> Change Order assumes the City of Milton will cutover at the same time as Alpharetta.
> Annual recurring fee will be adjusted based on this Change Order

The detailed technical or functional revisions to the contract are described below or in the separately attached Statement of Work (SOW):

Change Order delivery details

Delivery date	*To be scheduled upon Change Order execution*
Handling priority	*No Change*
Acceptance criteria	*No Change*
Required deliverables by Customer	*No Change*
Documentation and Training	*Attachment A - Statement of Work - Additional Training*
Changes to contract schedule	*No Change*
Guarantee and Warranty changes	*No Change*
Liability and reliability changes if any	*No Change*

Milestone payments as a result of this change order are revised as follows:

Change Order Payment Milestone #1 in the amount of $58,457.47 is due upon Change Order execution

Change Order Payment Milestone #2 in the amount of $53,800.83 is due upon completion of Attachment A: SOW Additional Training

Subscription fee amount for the first year of the Cloud Program is $129,278.88 and is due in accordance with the Master Terms.

Total amount to be paid for Change Order is $241,537.18

Check One

☑ **This Change Order does affect the contract value. All other Terms and Conditions remain unchanged and all Intellectual Property Rights covered by this Order/Request remain with Intergraph.**

☐ **This Change Order does not affect the contract value. Funds in the Customer Credit Balance may be used toward the purchase of future Intergraph software or services. All other Terms and Conditions remain unchanged and all Intellectual Property Rights covered by this Order/Request remain with Intergraph.**

II. CHANGE ORDER DETAILS

Items Added to Contract:

Contract Line Item#	ITEM DESCRIPTION	Part #	QTY	UNIT COST	TOTAL COST
	One-time Project Services				$48,694.87
	On-Call Records Train-the-Trainer				$22,422.43
	OnCall Dispatcher Mobile Unit Training				$31,378.40
	Licensing:				
	HxGN OnCall Dispatch - Viewer - Cloud (12 Month Subscription) **Included in Cloud Program program subscription fee*	HCL1166	5		
	HxGN OnCall Dispatch - Mobile Unit - Cloud (12 Month Subscription) *Included in Cloud Program subscription fee	HCL1202	25		
	HxGN OnCall Dispatch - Mobile Responder Client - Cloud (12 Month Subscription) *Included in Cloud Program subscription fee	HCL3209	3		
	HxGN OnCall Analytics - Viewer - Cloud (12 Month Subscription) *Included in Cloud Program subscription fee	HCL2310	5		
	HxGN OnCall Records - Concurrent User License - Cloud (12 Month Subscription) *Included in Cloud Program subscription fee	HCL0140	25		
	HxGN OnCall Analytics - Author - Cloud (12 Month Subscription) *Included in Cloud Program subscription fee	HCL2311	1		
	Trancite Easy Street Draw	THRDSW001	1	$5,200.00	$5,200.00
	CommSys ConnectCIC	THRDSW002	1	$1,250.00	$1,250.00
					-
				Total of Items Added:	**$108,945.70**

Maintenance, Recurring Annual Fees (or Extended Warranty) of Items Added Above: (if applicable)

Contract Line Item#	ITEM DESCRIPTION	Part #	QTY	UNIT COST	TOTAL COST
	Cloud Program Subscription Fee				$129,278.88
	Trancite Easy Street Draw	THRDSW001	1	$3,000.00	$3,000.00
	CommSys ConnectCIC	THRDSW002	1	$312.60	$312.60
				Total Software Maintenance Added:	**$132,591.48**

III. SUMMARIES:

CHANGE ORDER SUMMARY	
Additions:	$241,537.18
Removals:	-
Project Credit Applied	-
Total Change Order Price:	241,537.18

Customer Credit Balance	
Balance after this Change Order:	
Adjustments:	
Current Credit Balance:	-

IV. CHANGE ORDER APPROVAL:

IN WITNESS WHEREOF, the parties hereto have signed this Change Order/Change Request as of the date written above.

APPROVED BY: DocuSigned by: Tiffany Taylor 3E47AB7B652B4C3... **Date:** November 13, 2023

Authorized Signature
Intergraph Corporation

APPROVED BY: _____ **Date:** _____

Customer Authorized Signature

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be original, and all of which together shall constitute one and the same Agreement. A signature delivered by facsimile shall be deemed to be an original signature and shall be effective upon receipt thereof by the other party.

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ATTACHMENT A – ADDITIONAL TRAINING

This statement of work ("SOW" or "Statement of Work"), together with the Change Order to which this SOW is attached (the "Change Order" or "CO"; together with the SOW, the "Agreement"), describes the software and/or services that will be provided in exchange for payment of the applicable amount set forth in the Change Order. Any capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the original Contract, except as modified by the Change Order. Except as set forth below and/or in the Change Order, the terms and conditions of the original Contract shall: (i) remain unchanged and in full force and effect; and (ii) apply to this Agreement.

General Assumptions

Change Order Task 1 – Additional Training

Hexagon resources will conduct the following Train-the-Trainer sessions for the City of Milton-designated personnel.

- HxGN OnCall Records Train-the-Trainer – Qty: 1
- HxGN OnCall Dispatch | Mobile Unit Train-the-Trainer – Qty: 1

Task Deliverables

- Training course agendas
- Applicable COTS Documentation, in electronic format; for the Hexagon Training Classes

Task Prerequisites

- Customer has identified and secured an appropriate training room and set up with the workstations, at least one (1) LCD projector, display screen or other appropriate surface to display a projected image, and white-board space or other ability to take notes and record questions.
- The Customer has installed and configured at least one (1) workstation per student attending the session.

Task Assumptions

- The Customer will complete end user training within the End User Training Period.
- Both end-user training and train-the trainer training will be provided as specifically identified herein. Training will take place during normal Business Hours, which is typically from 8:00 am - 5:00 pm.
- Training documentation provided by Hexagon with this SOW will be standard COTS Documentation and help files and will not be customized to the Customer's site-specific configuration. All Documentation will be provided in electronic format. Should printed copies be required, the Customer is responsible for providing them.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Conduct Hexagon Training Classes.

Customer Team Participation and Responsibilities

Customer shall:

- Provide appropriate facilities and install/configure workstations as indicated in the Task Assumptions;
- Provide a Project Workstation for each attendee of the Hexagon Training Classes;

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- Ensure appropriate personnel participate in the Hexagon Training Courses; and
- Complete end user training within the End User Training Period.

Task Acceptance Criteria

This Task is complete once Hexagon has delivered the Hexagon Training Classes to the Customer

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HxGN OnCall Records Train-the-Trainer Training (Qty: 1)

This course provides training for the agency-designated trainers. All modules will be reviewed and related to each department in the agency such as Records, Patrol, Investigations, Evidence, and other departments. The users review the modules, searching capabilities, reporting, and other features in OnCall Records.

MAJOR TOPICS

- Navigating in OnCall Records
- Understanding the OnCall Records tabs: Hone, Reports, Search, Master Indices, Investigations, Court, Jail Management, Traffic, Evidence Management, Department, and Other Info
- Understanding the Master Indices (Master Name, Master Vehicle, Master Location)
- Reviewing the OnCall Records Modules
- Using the Record Properties menu
- Using the Records Linked menu
- Linking data
- Configuring alerts
- Exporting search results
- Setting alerts
- Understanding workflow
- Combining Master Index records
- Using canned and Report Server reports

PREREQUISITES

- Introduction to Windows course or equivalent knowledge and familiarity with the Windows user interface
- Understanding of basic Public Safety terminology
- Knowledge of agency business processes
- Agency modules to be used have been identified
- OnCall Records configuration complete
- OnCall Records Customer Functional Testing complete

TRAINING DETAILS

Method	Conducted on site by Hexagon Personnel
Target Audience	Agency trainers or end users
Duration	4 Days
Student Capacity	12, with a maximum of one student per workstation

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HxGN OnCall Dispatch | Mobile Unit Train-the-Trainer (Qty: 1)

COURSE OVERVIEW

HxGN OnCall Dispatch | Mobile Unit Train-the-Trainer is a two-day comprehensive course to familiarize trainers with the operation and use of the HxGN OnCall Dispatch | Mobile Unit software. Trainers will learn all of the essential functions of HxGN OnCall Dispatch | Mobile Unit including navigating the application, creating, receiving and updating events, utilizing the map, performing inquiries, handling units including updates and status changes, and communicating with other users. Trainers completing the course should have a good working knowledge of HxGN OnCall Dispatch | Mobile Unit.

MAJOR TOPICS

- Create, receive and update active events
- Update active unit status and properties
- Submitting inquires for events and units
- Submitting and receiving messages
- Create and receive HxGN OnCall Dispatch | Informer queries from HxGN OnCall Dispatch | Mobile Unit
- Using training guidelines and techniques for HxGN OnCall Dispatch | Mobile Unit

PREREQUISITES

- Customer mobile hardware fully staged and available
- HxGN OnCall Dispatch | Advantage and HxGN OnCall Dispatch | Mobile Unit fully licensed, staged, and available
- Credentials available
- Hexagon user account provisioned with local administrator rights on all workstations
- Customer Data collection spreadsheets completed
- HxGN OnCall Dispatch | Advantage and HxGN OnCall Dispatch | Mobile Unit fully staged and available on the trainer’s workstation

COURSE DETAILS

Method	Conducted on site by Hexagon Personnel
Target Audience	Personnel responsible for training the field personnel that respond to CAD events
Duration	Two (2) days
Student Capacity	Twelve (12)

FOURTH AMENDMENT
TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF SANDY SPRINGS
AND
THE CITY OF JOHNS CREEK
FOR
THE ACTIVATION OF THE JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY ANDTHE PROVISION OF 911 COMMUNICATIONS SERVICES

THIS FOURTH AMENDMENT ("Fourth Amendment") to that certain agreement dated October 27, 2008 by and between the CITY OF SANDY SPRINGS, GEORGIA, a Georgia municipal corporation ("COSS") and the CITY OF JOHNS CREEK, GEORGIA, a Georgia municipal corporation ("COJC") (collectively the "Participating Cities"), is entered into by the Participating Cities and shall be effective the day is shall have been executed by the Participating Cities (the "Effective Date").

WHEREAS, in December 2010, the Participating Cities entered into the First Amendment to the Intergovernmental Agreement (the "Agreement") for the purpose of specifying the terms and conditions for supplemental financial contributions to the Joint Public Safety and Judicial Facilities Authority for the Cities of Sandy Springs and Johns Creek (the "Authority"); and

WHEREAS, in February 2014, the Participating Cities entered into the Second Amendment to the Agreement for the purpose of extending the initial term of the Agreement for five (5) additional years, ending on July 1, 2019, pursuant to the provisions of Article 6 of the Agreement; and

WHEREAS, in July 2019, the Participating Cities entered into the Third Amendment to the Agreement regarding capitalization and pledged revenues of the Authority and for the purpose of extending the initial term of the Agreement for five (5) additional years, ending on July 1, 2024, pursuant to the provisions of Article 6 of the Agreement; and

WHEREAS, the Participating Cities now desire to amend Article 4 of the Agreement regarding capitalization and pledge revenue of the Authority to provide for compensation and consideration to be based on 2023 numbers and based on three (3) years call volume (2019, 2022-2023) with three percent (3%) annual escalator years 2026-2029, as shown in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, the Participating Cities further desire to extend the term of the Agreement for an additional five (5) years, ending on July 1, 2029, pursuant to the provisions of Article 6 of the Agreement; and

WHEREAS, the Participating Cities have authorized the execution of this Amendment through appropriate resolutions adopted by their governing bodies.

NOW, THEREFORE, in consideration for the following mutual obligations set forth below, and other good and valuable consideration, the adequacy of which is hereby acknowledged, the Participating Cities herby agree as follows: as follows:

AMENDMENT TO ARTICLE 4. Article 4 (Paragraph 4) of the Agreement entitled "Capitalization and Pledged Revenue" is hereby AMENDED as follows:

CAPITALIZATION AND PLEDGED REVENUE (PARAGRAPH 4).

Compensation and consideration for COJC and COSS shall be based on 2023 numbers and based upon three (3) years call volume (2019, 2022-2023) with three percent (3%) annual escalator years 2026-2029 (See Exhibit "A").

AMENDMENT TO ARTICLE 6. Article 6 of the Agreement entitled "Term of Agreement" is hereby AMENDED as follows:

This Agreement shall be effective for an initial term (the "Initial Term") commencing at midnight on the 1st day of November, 2008, and termination at midnight on the 1st day of July, 2029. The Participating Cities understand and agree that this Agreement may not be cancelled by any party prior to the end of the term described above for any reason. This Agreement shall be renewed by the Participating Cities in additional terms of five (5) years each upon resolutions of the governing bodies of each Party.

I. **NON-ASSIGNABILITY**. Participating Cities to this Agreement shall not assign any of the obligations or benefits of the Agreement.

II. **ENTIRE AGREEMENT**. The Participating Cities acknowledge, one to the other, that the terms of this Agreement constitutes the entire understanding and agreement of the Participating Cities regarding the subject matter of this Agreement.

III. **AMENDMENT**. This Agreement may be modified at any time upon mutual written consent by resolution of the councils of the of Participating Cities.

IV. **SEVERABILITY**. If a court of competent jurisdiction renders any provisions of this Agreement (or any portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion were not part of this Agreement.

V. **BINDING EFFECT**. This Agreement shall inure to the benefit of, and be binding upon, the respective Participating Cities' successors, heirs and assigns.

{SIGNATURE PAGE TO FOLLOW}

IN WITNESS WHEREOF, the Participating Cities, acting by and through their duly authorized officers, have caused this Fourth Amendment to be executed under their respective seals.

CITY OF SANDY SPRINGS, GEORGIA

By: _____
Russell K. Paul, Mayor

_____
Date of Execution

ATTEST:

By: _____
Raquel D. González, City Clerk

{SEAL}

APPROVED AS TO FORM:

By: _____
Daniel W. Lee, City Attorney

CITY OF JOHNS CREEK, GEORGIA

By: _____
John Bradberry, Mayor

_____
Date of Execution

ATTEST:

By: _____
Allison Tarpley, City Clerk

{SEAL}

By: _____
City Attorney

CONSENTED TO BY:

JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE CITIES OF SANDY SPRINGS, GEORGIA AND JOHNS CREEK, GEORGIA

By: _____
Name: Eden E. Freeman
Title: Chair

15 August 2024
Date of Execution

ATTEST:

By: _____
{SEAL}

EXHIBIT A
CHATTAHOOCHEE RIVER 911 AUTHORITY FY2026-2029
PROPOSED BUDGET

Chattahoochee River 911 Authority
CHATCOMM

FISCAL YEAR 2025

PROPOSED BUDGET

Exhibit A

Chattahoochee River 911 Authority

FY 2025 PROPOSED BUDGET

REVENUES:			2020 Actual	2021 Actual	2022 Actual	2023 Actual	2024 Projected	2020 Budget	2021 Budget	2022 Budget	2023 Budget	2024 Budget	2025 Proposed Budget	% of Change
86030	336020	JOHNS CREEK E911 FEES	1,920,509	1,934,408	1,900,614	2,084,971	1,984,709	1,794,585	1,848,420	1,903,873	1,960,989	2,019,819	2,487,759	23.167%
86030	336021	CITY OF DUNWOODY SUBSCRIPTION	1,286,347	1,231,578	1,234,574	1,309,759	1,349,052	1,292,480	1,234,574	1,271,611	1,309,759	1,349,052	1,606,546	19.087%
86030	336031	CITY OF BROOKHAVEN SUBSCRIPTION	1,268,042	1,345,851	1,386,226	1,427,813	1,470,647	1,287,345	1,345,851	1,386,226	1,427,813	1,470,647	2,291,309	55.803%
86030	336050	SANDY SPRINGS E911 FEES	3,210,630	3,424,230	2,999,171	3,993,901	3,791,528	3,030,100	3,121,003	3,214,634	3,311,073	3,410,405	4,045,475	18.622%
86030	336090	JOHNS CREEK SUPPLEMENT	-	-	-	-	-	13,470	(60,603)	164,595	(38,490)	192,556	0.00	-100.00%
86030	336091	SANDY SPRINGS SUPPLEMENT	-	-	-	-	-	13,470	(60,603)	164,595	(57,350)	300,915	0.00	-100.00%
86030	381000	RENTAL INCOME	24,958	27,227	27,227	27,227	27,227	-	27,227	-	27,227	27,227	27,227	0.000%
		TOTAL REVENUES	**7,710,486**	**7,963,294**	**7,547,812**	**8,843,672**	**8,623,163**	**7,431,450**	**7,455,869**	**8,105,534**	**7,941,021**	**8,770,622**	**10,458,316**	**19.243%**

EXPENDITURES:			2020 Actual	2021 Actual	2022 Actual	2023 Actual	2024 Projected	2020 Budget	2021 Budget	2022 Budget	2023 Budget	2024 Budget	2025 Proposed Budget	% of Change
8603810	521200	iXP BASE CONTRACT	6,960,682	7,095,731	7,049,006	5,612,983	5,739,080	6,924,250	6,811,176	7,441,731	5,612,983	5,905,245	6,221,520	5.356%
8603810	521201	PROF SVCS-TECHNICAL	-	56,220	-	1,906,769	2,047,766	-	-	-	1,679,740	2,117,700	3,535,902	66.969%
8603810	521210	PROF SVCS-AUDIT	12,770	14,655	14,285	20,925	29,810	13,500	12,000	12,000	15,000	30,000	35,000	16.667%
8603810	521250	PROF SVCS-LEGAL	36,737	35,675	16,186	13,000	7,489	27,600	27,600	27,600	25,000	27,600	30,000	8.696%
8603810	521275	MEDICAL DIRECTION	71,061	73,726	75,857	81,282	84,347	72,000	72,000	72,000	80,000	86,375	92,781	7.417%
8603810	521300	TECHNICAL SERVICES	77,216	71,249	71,249	71,249	71,249	72,000	72,000	72,000	72,000	72,000	-	-100.000%
8603810	522310	BUILDING OPERATING LEASE	174,168	378,999	338,346	382,460	392,681	189,700	334,425	342,785	351,355	392,268	402,365	2.574%
8603810	523100	LIABILITY INSURANCE	76,805	54,880	55,518	59,326	66,027	82,400	84,872	87,418	53,743	66,634	75,747	13.676%
8603810	523955	BANK SERVICE FEES	-	479	3,082	3,728	4,014	-	-	-	3,600	4,800	5,000	4.167%
8603810	531100	GEN SUPPLIES & MATERIALS	13,718	5,409	908	4,295	1,450	-	-	-	5,000	5,000	10,000	100.00%
8603810	579000	CONTINGENCY	-	-	1,758	1,758	-	50,000	41,796	50,000	42,600	63,000	50,000	-20.635%
		TOTAL EXPENDITURES	**7,423,157**	**7,787,023**	**7,626,195**	**8,157,774**	**8,443,912**	**7,431,450**	**7,455,869**	**8,105,534**	**7,941,021**	**8,770,622**	**10,458,316**	19.243%
NET CHANGE IN FUND BALANCE			**287,330**	**176,271**	**(78,383)**	**685,898**	**179,250**	-	-	-	-	-	-	
FUND BALANCE BEGINNING OF YEAR			**57,464**	**344,794**	**521,065**	**1,343,381**	**2,068,226**							
FUND BALANCE END OF YEAR			**344,794**	**521,065**	**442,682**	**2,029,279**	**2,247,476**							

City	2019 Call Volume	2022 Call Volume	2023 Call Volume	Call Volume Average
JOHNS CREEK SUPPLEMENT	36.64%	40.16%	39.61%	38.09%
SANDY SPRINGS SUPPLEMENT	63.36%	59.84%	60.39%	61.91%
JOHNS CREEK CALL VOLUME	21.84%	24.78%	24.04%	23.89%
SANDY SPRINGS CALL VOLUME	37.77%	36.92%	36.66%	38.84%
DUNWOODY CALL VOLUME	16.00%	14.21%	14.65%	15.36%
BROOKHAVEN CALL VOLUME	24.39%	24.09%	24.64%	21.91%
TOTAL	**100.00%**	**100.00%**	**100.00%**	**100.00%**

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF 911 EMERGENCY COMMUNICATIONS SERVICES AND GCIC INFORMATION SERVICES BETWEEN THE CITY OF ALPHARETTA, GEORGIA AND THE CITY OF MILTON, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), by and between the City of Alpharetta, Georgia ("Alpharetta") and the City of Milton, Georgia ("Milton") is entered into this 24th day of September, 2018.

WHEREAS, Article IX, Section II, Paragraph III of the Georgia Constitution allows municipalities to provide police and fire protection services, and to extend those services to other jurisdictions pursuant to contract with the affected jurisdictions;

WHEREAS, Article IX, Section III, Paragraph I of the Georgia Constitution allows municipalities to contract with one another in intergovernmental agreements for the provision of any services authorized by law;

WHEREAS, the parties intend to contract under the authority set forth above, rather than create a "mutual aid agreement" pursuant to O.C.G.A. § 36-69-1 *et seq.* or a "joint authority" pursuant to O.C.G.A. § 46-5-138;

WHEREAS, Alpharetta and Milton desire to enter into this Agreement for Alpharetta to provide a public safety answering point within the boundaries of Milton for a period of ten (10) years beginning October 1, 2018; and

WHEREAS, this Agreement establishes the cost of Emergency 911 System and public safety radio dispatch services to be provided by Alpharetta to Milton pursuant to this Agreement; and

WHEREAS, this Agreement also establishes the terms on which Alpharetta will communicate with the Georgia Crime Information Center (GCIC) on Milton's behalf; and

WHEREAS, Alpharetta and Milton desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, both Alpharetta and Milton have authorized the execution of this Agreement through appropriate Resolutions adopted by their respective governing bodies.

NOW, THEREFORE, in consideration of the following mutual obligations, Alpharetta and Milton agree as follows:

ARTICLE 1

PURPOSE AND INTENT

1.1 The purpose of this Agreement is to provide the vital and necessary communications link between Milton's citizens and Alpharetta's Emergency Dispatch Center for a period of ten (10) years, commencing October 1, 2018 at 0000 hours and concluding at 2400 hours on September 30, 2028.

1.2 Alpharetta therefore agrees to provide Milton with courteous, efficient, and accessible Emergency Communications Service in response to requests for assistance from within the corporate boundaries of Milton involving emergencies, non-emergencies, and responses to natural and man-made disasters, for the term prescribed in this Agreement, consistent with the overall quality of services provided throughout Alpharetta.

1.3 Alpharetta also agrees to provide Milton with Georgia Crime Information Center (GCIC) services as described in Exhibit "A" to this Agreement.

ARTICLE 2

DEFINITIONS

For the purposes of this Agreement, the following terms shall be defined as:

2.1 Call-For-Service means a request received from any person through Alpharetta's Emergency Dispatch Center, Emergency 911 System, requiring emergency or non-emergency Police Department, Fire Department, or ambulance/medical ("EMS") pre-hospital care response or assistance in response to natural and man-made incidents.

2.2 Communications Officer means any employee of the Alpharetta Department of Public Safety, who has successfully completed the basic training course required by O.C.G.A. § 35-8-23, to receive, process, or transmit public safety information and

dispatch law enforcement officers, firefighters, EMS personnel, or emergency management personnel.

2.3 Emergency Communications Services means the receipt and processing of incoming Calls-For-Service through the Emergency 911 System for emergency and non-emergency requests for EMS, police, fire and other public safety services, and initiation of the appropriate response action. The service also includes the coordination of requests for support and auxiliary services from Milton field units and refers crimes and incidents not requiring an on-scene investigation by a field unit to the appropriate agency. This is considered the vital and necessary communications link between citizens and the Alpharetta Emergency Dispatch Center through consolidated, Enhanced 911 call reception and radio dispatching of requests for public safety services. The use of the North Fulton Regional Radio System is the primary method of dispatching Calls-For-Service to Milton field units dispatched through the Emergency Dispatch Center.

2.4 Emergency Dispatch Center means that unit of Alpharetta government, including the PSAP and the use of the International Academy of Dispatch, Emergency Priority Dispatch System (EPDS), responsible for Emergency Communications Services, including answering all Calls-For-Services for emergency service and dispatching police, fire and EMS vehicles to the proper locations.

2.5 International Academy of Emergency Dispatch, Emergency Priority Dispatch System (EPDS) means that system employed by Alpharetta to process Calls-For-Service and provide callers with pre-arrival instructions for Police, Fire and Emergency Medical Service events.

2.6 Emergency 911 System means that system, as contemplated by Title 46, Chapter 5, Article 2, Part 4 of the O.C.G.A., which provides Alpharetta emergency Communications Officers the telephone number, name and address of the telephone subscriber, and other pertinent 911 and wireless enhanced 911 information on any Call-For-Service.

2.7 Fire Department means the Milton Fire Department.

2.8 Police Department means the Milton Police Department.

2.9 Public Safety Answering Point ("PSAP") means an emergency communications dispatch operation, responsible for answering all telephone Calls-For-Services, and employing technologies such as trunked radio, wireless enhanced 911,

computer aided dispatch ("CAD") and mobile data to provide appropriate responses to Calls-For-Service.

2.10 NENA means National Emergency Number Association, an ANSI accredited standards developer.

ARTICLE 3

TERM OF AGREEMENT

The term of this Agreement is for ten (10) years, commencing October 1, 2018 at 0000 hours and concluding at 2400 hours on September 30, 2028. At the conclusion of this term, each party will be solely responsible for providing all public safety answering point services within its respective boundaries, unless this Agreement is extended by mutual agreement approved by the governing bodies of both parties. Additionally, either party may terminate this Agreement upon the provision to the other party of at least eighteen (18) months prior written notice of termination.

ARTICLE 4

COMPENSATION AND CONSIDERATION

4.1 In order to compensate Alpharetta for the performance of its services under this Agreement, Milton shall tender to Alpharetta the fees imposed and received/collected by Milton under the authority of (1) O.C.G.A. § 46-5-133 and O.C.G.A. § 46-5-134, for 9-1-1 charges (including postpaid wireline and VOIP telephone 9-1-1 charges) and wireless enhanced 9-1-1 charges as defined by O.C.G.A. § 46-5-122 and (2) O.C.G.A. § 46-5-134.2 for prepaid wireless 9-1-1 charges as defined by O.C.G.A. § 46-5-134.2(a)(4) (collectively the "Fees").

4.2 Milton shall tender the Fees to Alpharetta for the remainder of calendar year 2018 on a quarterly basis, on October 1, 2018 and January 1, 2019 (or as soon after January 1 as is reasonably practicable). As for Fees collected beginning January 1, 2019, Milton shall tender the Fees within thirty (30) days of each receipt by Milton of the Fees from the Georgia Department of Revenue, as direct recipient of some Fees pursuant to 134.2 and as the contracted collection partner of the Georgia Emergency Communications Authority for other Fees pursuant to O.C.G.A. § 46-5-134.2.

4.3 Milton shall have an obligation to impose and receive the Fees, and shall further have an obligation to ensure that it

follows all legal requirements and obligations necessary to lawfully impose and receive the Fees, to include any enhanced or expanded fees that the General Assembly may authorize.

4.4 Payment to Alpharetta as set forth in Section 4.1 shall constitute Milton's sole compensation obligation for Alpharetta's performance of services under the Agreement. For capital expansion/service improvement projects that are not fully funded within the payment structure set forth in Section 4.1, the Cities agree to work jointly on an equitable funding arrangement. The parties agree to consider for this purpose the available fund balance (if any) within each city's Emergency 911 Fund.

4.5 Alpharetta shall provide to Milton, on an annual basis, documentation establishing the costs to provide the services under the Agreement, with sufficient detail included to demonstrate the percentage of those total costs that Milton is directly funding.

ARTICLE 5

EMERGENCY COMMUNICATIONS SERVICES

5.1 Alpharetta operates a consolidated public safety answering point in its Emergency Dispatch Center on a 24-hour basis, 365 days per year, staffed in four 12-hour alternating shifts. The Communications Officers receive citizens' requests for service, process those requests, dispatch emergency units as appropriate, and monitor Police, Fire and EMS activities. The Emergency Priority Dispatch System is employed to process medical calls and provide callers with pre-arrival instructions. The resources of the Emergency Dispatch Center shall be made available to receive and process Calls-For-Service from within Milton, and to otherwise provide Emergency Communications Services for Milton, consistent with the overall quality of services provided throughout Alpharetta.

5.2 The wide-ranging (both emergency and non-emergency), continuous and multitudinous nature of the calls received by a large metropolitan PSAP like Alpharetta's Emergency Dispatch Center, makes it difficult to assign an "average call answer time." In order to establish a reasonable customer service standard, it is hereby declared to be the objective of the Alpharetta Emergency Dispatch Center to respond on average to 6,000 Calls-For-Service per month emanating from the City of Milton compliant with NENA Standard 56-005. The standard is that Ninety percent (90%) of all 9-1-1 calls arriving at the PSAP should be answered within ten (10) seconds during the busy hour (the hour of the day with the

greatest call volume, as defined in the NENA Master Glossary), and ninety-five (95%) should be answered within twenty (20) seconds. Exceptions would be unpredictable system overload, declared disaster, or disruption in voice or data transmission.

5.3 In operating the Emergency Dispatch Center and receiving and processing Calls-For-Service from within Milton, Alpharetta shall comply with any applicable federal and state statutes and regulations.

ARTICLE 6

EMPLOYMENT STATUS

6.1 All emergency Communications Officers, as well as any other Alpharetta personnel assigned under this Agreement, are and will continue to be employees of the City of Alpharetta for all purposes, including but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions. All emergency communications employees will continue to report under the management structure established in the Alpharetta Department of Public Safety.

6.2 In the event Milton's Police Chief or Fire Chief becomes dissatisfied with the performance of any sworn or civilian personnel performing Emergency Communications Services on behalf of Milton, he/she shall discuss the concerns with the Alpharetta Public Safety Director.

ARTICLE 7

RECORD KEEPING AND REPORTING

7.1 The Alpharetta Department of Public Safety Records Section is the central repository for all records pertaining to emergency dispatch and shall make available public records as defined by the Georgia Open Records Act, O.C.G.A. § 50-18-70, et seq. during the term of this Agreement.

7.2 The Alpharetta Public Safety Director, or his/her designee, shall prepare and deliver monthly written reports to Milton's Police Chief and Fire Chief. The reports shall describe, regarding the prior month, the volume of Calls-For-Service, identification of police, fire or EMS response, and answer speed for calls originating from within the City of Milton.

7.3 Except as limited by any provision of state or federal law, Milton may request, review and access data and Alpharetta records, at a mutually agreed upon time, to ensure compliance with this Agreement.

ARTICLE 8

ANCILLARY SERVICES

8.1 Alpharetta provides a variety of ancillary services incumbent on a large metropolitan public safety answering point. These services will be provided to Milton pursuant to this Agreement, the consideration for which has been included as part of the payment provided in Article 4, and shall include technical operations, administration, quality assurance and training, cost allocation, facilities maintenance, fiscal management, general operating supplies, human resources, information systems, maintenance, public information, purchasing, utilities and other critical services attendant to the operation of a public safety answering point.

8.2 Various operational guidelines, procedures and support function responsibilities shall be established cooperatively between the Alpharetta Director of Public Safety or designee and the Milton Chiefs of Police and Fire or designee(s) pursuant to a memorandum of understanding with regard to function and levels of mutually beneficial support from and to various city departments referenced in Section 8.1 above.

ARTICLE 9

ALPHARETTA-MILTON RELATIONS

9.1 The Alpharetta Public Safety Director, or his/her designee, will notify Milton's Police Chief and Fire Chief in the event of a significant emergency communications or emergency management situation within Alpharetta. The Alpharetta's Public Safety Director and Milton's Police Chief and Fire Chief sha11 designate the kinds of incidents that are to be considered "significant" by a joint memorandum and shall also designate priorities for services to be provided under this Agreement. In the event no memorandum is executed, Milton's Police Chief and Fire Chief shall be notified of significant emergency communications or emergency management situations consistent with

the notification provided by the Alpharetta Emergency Dispatch Center to the Alpharetta Public Safety Director.

9.2 Alpharetta shall be the sole provider of public safety answering point services during the operation of this Agreement.

ARTICLE 10

TRANSITION

10.1 In the event of the termination or expiration of this Agreement, Alpharetta and Milton shall cooperate in good faith in order to effectuate a smooth and harmonious transition and maintain the same high quality of Emergency Communications Services provided by Alpharetta pursuant to this Agreement for the residents, businesses and visitors of Alpharetta and Milton.

10.2 The Alpharetta Public Safety Director or his/her designee shall present a summary report to the Milton City Council within sixty (60) days of the conclusion of this Agreement to facilitate the transition to Milton's new PSAP.

10.3 Alpharetta and Milton agree that ninety (90) days prior to expiration of this Agreement, the Alpharetta Public Safety Director and Milton's Police Chief and Fire Chief will meet and confer to effect a smooth transition.

ARTICLE 11

INDEMNIFICATION

11.1 It is the intent of the parties to be covered under the auspices of the immunity granted by O.C.G.A. § 46-5-131. Only to the extent permitted by law and in the event O.C.G.A. § 46-5-131 is deemed inapplicable, shall Milton defend, indemnify and hold harmless Alpharetta and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which Alpharetta or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by Milton, its employees, officers and agents. Alpharetta shall promptly notify Milton of each claim, assert all statutory defenses, cooperate with Milton in the defense and resolution of each claim and not settle or otherwise dispose of the claim without Milton's participation.

11.2 It is the intent of the parties to be covered under the auspices of the immunity granted by O.C.G.A. § 46-5-131. Only to the extent permitted by law and in the event O.C.G.A. § 46-5-131 is deemed inapplicable, shall Alpharetta defend, indemnify and hold harmless Milton and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which Milton or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by Alpharetta, its employees, officers, and agents. Milton shall promptly notify Alpharetta of each claim, assert all statutory defenses, cooperate with Alpharetta in the defense and resolution of each claim and not settle or otherwise dispose of the claim without Alpharetta's participation.

11.3 The immunity and indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

ARTICLE 12

EVENT OF DEFAULT

12.1 An event of default shall mean a material breach of this Agreement by Alpharetta as follows:

12.1.1 Alpharetta repeatedly disregards local priorities established in the memorandum contemplated in Section 9.1.

2.1.2 Alpharetta does not maintain sufficient personnel in the Emergency Dispatch Center to properly service the volume of Milton Calls-For-Services as required by and in conformance with Article 5.

12.1.3 Alpharetta consistently fails to meet the levels of service outlined in Article 5, which failure has been communicated in writing by action of the Milton City Council to the Alpharetta City Council on more than one occasion.

12.2 An event of default shall mean a material breach of this Agreement by Milton as follows:

12.2.1 Failure of Milton to timely pay the compensation referred to in Article 4.

ARTICLE 13

TERMINATION AND REMEDIES

13.1 Alpharetta or Milton may terminate this Agreement for an event of default, or as outlined in Article 3, Term of Agreement, unless the default is cured as provided in this article.

13.2 If an event of default occurs, in the determination of Milton, Milton shall notify Alpharetta in writing, specify the basis for the default and advise Alpharetta that the default must be cured to Milton's reasonable satisfaction within a 60-day period. Milton may grant additional time to cure the default, as Milton may deem appropriate, without waiver of any of Milton's rights, so long as Alpharetta has commenced curing the default and is effectuating a cure with diligence and continuity during the 60-day period, or any longer period which Milton prescribes.

13.3 If an event of default occurs, in the determination of Alpharetta, Alpharetta may notify Milton in writing, specify the basis for the default and advise Milton that the default must be cured to Alpharetta's reasonable satisfaction within a 60-day period; except that for events of default related to the payment of fees, the cure period is reduced to 30 days. Alpharetta may grant additional time to cure the default, as Alpharetta may deem appropriate, without waiver of any of Alpharetta's rights, so long as Milton has commenced curing the default and is effectuating a cure with diligence and continuity during the 60-day period (30 days for payments) or any longer period which Alpharetta prescribes.

13.4 In the event that either party breaches a material term or condition of this Agreement, other than an event of default, the party in breach, upon receipt of a written request from the non-breaching party, shall remedy the breach within thirty (30) days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching party may utilize the remedies of declaratory judgment, specific performance, mandamus or injunctive relief to compel the breaching party to remedy the breach.

13.5 The parties reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

ARTICLE 14

AMENDMENTS

This Agreement may be modified at any time during the term by mutual written consent of both parties.

ARTICLE 15

NOTICES

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the City of Alpharetta:

Robert J. Regus, City Administrator
2 Park Plaza
Alpharetta, Georgia 30004
(678)297-6000

With a copy to:

C. Sam Thomas, City Attorney
2 Park Plaza
Alpharetta, Georgia 30004
(678)297-6000

If to the City of Milton:

Steven Krokoff, City Manager
Milton City Hall
2006 Heritage Walk
Milton, Georgia 30004
(678)242-2500

With a copy to:

Jarrard and Davis, LLP
Attention: Ken E. Jarrard, City Attorney
222 Webb Street
Cumming, Georgia 30040
(678)455-7150

ARTICLE 16

NON-ASSIGNABILITY; LIMITED THIRD-PARTY RIGHTS

Neither party may assign any of the obligations or benefits of this Agreement. Except to the extent expressly provided in other Articles of this Agreement, this Agreement shall be exclusively for the benefit of Alpharetta and Milton, and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

ARTICLE 17

ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and agreement of the parties regarding the subject matter of the Agreement.

ARTICLE 18

SEVERABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

ARTICLE 19

BINDING EFFECT

This Agreement shall insure to the benefit of, and be binding upon, the respective parties' successors.

ARTICLE 20

COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

ARTICLE 21

E-VERIFY AND TITLE VI COMPLIANCE

In performing their duties under this Agreement, each party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-Verify and Title VI requirements under applicable law.

ARTICLE 22

NO WAIVER OF SOVEREIGN OR PERSONAL IMMUNITIES

Nothing contained in this Agreement shall be construed to be a waiver of Alpharetta's or Milton's sovereign immunity or any individual's qualified good faith or official immunities.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Alpharetta and Milton have executed this Intergovernmental Agreement through their duly authorized officers on the day and year first above written.

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

_____
Coty Thigpen, City Clerk
(SEAL)

APPROVED AS TO FORM:

_____
Robert J. Regus, City Administrator

_____
C. Sam Thomas, City Attorney

CITY OF MILTON, GEORGIA

By: _____
Joe Lockwood, Mayor

_____
Sudie (AM) Gordon, City Clerk
(SEAL)

APPROVED AS TO FORM:

_____
Steven Krokoff, City Manager

_____
Ken E. Jarrard, City Attorney
Sept. 13 2018
Jarrard & Davis

EXHIBIT "A"

GCIC SERVICES

The policies and procedures below shall govern Alpharetta's access to GCIC records and databases on behalf of Milton, except to the extent that these are superseded by GCIC regulations, the Security Policy of the Criminal Justice Information Services (CJIS) Division of the US Federal Bureau of Investigation, or any similar controlling law or policy published during the term of the Agreement, in which case the parties shall adhere to the superseding requirements of such law or policy.

Requesting Criminal History Record Information

Regarding requests for criminal history record information (CHRI) and other information available via Georgia's Criminal Justice Information System network (CJIS), the National Law Enforcement Telecommunications System (NLETS), or the National Crime Information System (NCIC) pursuant to this Agreement, Alpharetta will be available pursuant to this Agreement to provide service to Milton twenty four (24) hours a day, seven (7) days a week, every day of the year. Additionally, Milton shall provide to Alpharetta the equipment needed to access the CHRI system on its behalf and storage cabinets for all Milton records.

In accordance with federal regulations, NCIC policy and the Alpharetta Department of Public Safety User's Agreement, all requests for CHRI are made using a criminal justice agency Originating Agency Identifier (ORI). When Milton requests CHRI for the administration of criminal justice (PUR/C), Milton shall provide a warrant number, case number, citation number, "EF" number, arrest/booking number, system record number, docket number or other significant number leading to the case file or investigation. Failure to provide such a required number shall result in denial of the request and (unless the omission of the number was inadvertent and subsequently remedied) notification to the GCIC Chief of Staff of a potential violation of O.C.G.A. § 16-9-90. When Milton requests CHRI for criminal justice employment (PUR/J) or other authorized purposes (PUR/E, M, N, W), Milton shall provide a copy of the fingerprint card or the signed consent form. Failure to provide either document shall result in the denial of the request and (unless the omission of the number was inadvertent and subsequently remedied) notification to the GCIC Chief of Staff of a potential violation of O.C.G.A. § 16-9-90.

Requesting Vehicle Registration/Title, Driver History and Other Information via the CJIS Network, NLETS or NCIC

All requests for information received over the law enforcement radio network(s) monitored by Alpharetta shall be honored and the requested information shall be provided as soon as possible. If the requesting officer, prior to the end of the shift on which it was requested, does not claim hard copies of the terminal printouts, the printouts shall be shredded. Telephonic requests shall be honored if the operator can identify the person making the request. If the operator is unsure of the requester, the operator shall ask the requester to provide their agency's ORI then telephone that agency to ensure the requester is authorized to receive said information. If the person is authorized to receive the information, the operator shall make the request using the ORI of Alpharetta.

If the person is not authorized to receive the information, the operator will not request the information and will notify his or her supervisor. The supervisor shall be responsible for notifying the GCIC Chief of Staff of a potential security violation.

Making Record Entries, Modifications and Supplemental Record Entries

The ORI of Alpharetta shall be used to make all requested record entries when it receives a warrant or a complete incident report from Milton. The only exception to this requirement is when Milton requests the entry of a missing juvenile, a fleeing felon, felony vehicle or a missing ALZHEIMER'S afflicted adult. Requests for these types of entries shall be accepted telephonically. Supporting documentation shall be faxed or delivered as soon as it is available. If the supporting documentation is not received within forty-eight (48) hours, the record entry(s) shall be canceled.

Alpharetta shall use the warrant or complete incident report to code the GCIC/NCIC worksheet prior to entering the record. Alpharetta, for wanted and missing person record entries, shall inquire against the GCIC and NCIC criminal history files (using the ORI of Milton). Milton shall indicate the limits of extradition on the face of the warrant. All additional personal descriptors shall be added to the GCIC/NCIC worksheet and included in the record entry or added to the record entry using the Supplemental Record Entry format. When all available information has been added to the record entry, an inquiry shall be made against the record entry. Another person in Alpharetta shall check

the inquiry response for completeness and accuracy. Copies of the GCIC/NCIC worksheet and all terminal printouts shall be returned to Milton upon request. The worksheets and printouts are to be placed in the case files and are subject to review by GCIC and NCIC Auditors.

Requests for Modifying, Clearing and Canceling Record Entries

When Milton requests that a record entry be modified, cleared or canceled it must provide a supplemental report to Alpharetta. The record will only be modified, cleared or canceled when the supplemental report has been received. Copies of all terminal printouts shall be given to Milton when the requested function has been completed. The originals shall be retained in the files maintained by Alpharetta.

Requesting "HIT" Confirmation

When Alpharetta receives a "HIT" on a record inquired upon as the result of a request from Milton, a request for "HIT" confirmation message (YQ format) shall be sent. Milton must inform Alpharetta if the request is PRIORITY (10 minute response) or ROUTINE (one hour response). As soon as this information is received, the request for "HIT" confirmation shall be transmitted using the ORI of Milton. As soon as the response to the request for "HIT" confirmation is received, it shall be transmitted to the officer.

Responding to Requests for "HIT" Confirmation

When Alpharetta receives a request for "HIT" confirmation, the on-duty operator shall locate the active file and compare all data elements against the data in the YQ message. If all data elements match, Alpharetta shall respond to the YQ message using a YR message entered using the ORI of Milton and confirm that the record inquired on is a valid record entry based upon the records maintained by Alpharetta. Milton shall be notified that Alpharetta has confirmed a "HIT" on one of its record entries. If a Locate Message is received, Alpharetta shall clear the record entry using the clear transaction. If no Locate Message is received within one hour Alpharetta shall send a Failure to Locate Message to GCIC's ICDC and the agency that failed to "Locate" the record entry after it was confirmed. Alpharetta using its ORI, shall "Clear" the record entry. Copies of all terminal printouts shall be given to Milton upon request. The original terminal printouts shall be retained in the files of Alpharetta.

Validation of Record Entries

All record entries are to be validated ninety (90) days after entry; and, then every twelve (12) months in accordance with the file retention schedule established by NCIC. It is the exclusive responsibility of Milton to validate all record entries made on its behalf by Alpharetta, in accordance with the validation steps established by GCIC and NCIC.

Alpharetta shall assist Milton in inquiring against the state and national criminal history files, using the ORI of Milton and name of the Milton Terminal Agency Coordinator in the Attention [ATN] field. The System Record Number (SRN) from the record entry being validated shall be used in the Agency Reference Number (ARN) field. Alpharetta shall further assist in the validation process by participating in the On-Line Validation program for records entered for Milton, by acknowledging receipt of the monthly validation package and affirming the validity of the record entries listed on the monthly validation printout when Milton affirms, in writing, the validity of all record entries listed on the monthly printout. This affirmation shall be on the official letterhead of Milton's Department of Public Safety, and signed by the agency head. If this written affirmation is not received by Alpharetta within the required time limit, the record entries listed on the validation printout shall be purged.

INTERGOVERNMENTAL AGREEMENT
FOR THE ACTIVATION OF THE
JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE CITIES OF SANDY SPRINGS, GEORGIA AND JOHNS CREEK, GEORGIA
FOR THE PROVISION OF 911 COMMUNICATIONS SERVICES IN THE CITIES OF SANDY SPRINGS AND JOHNS CREEK

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement"), is entered into by and between the City of Sandy Springs, Georgia ("COSS") and the City of Johns Creek, Georgia ("COJC"), this 27th day of October, 2008.

WHEREAS, COSS is a municipality created by the 2005 Georgia General Assembly pursuant to House Bills 36 and 37 (the "COSS HB"); and

WHEREAS, COJC is a municipality created by the 2006 Georgia General Assembly pursuant to House Bill 1321 (the "COJC HB"); and

WHEREAS, the COSS HB and the COJC HB each provide the respective cities a transition period before they must assume and exercise all powers of a municipality; and

WHEREAS, the COSS HB and the COJC HB each provide that where a particular tax, fee, assessment, fine, forfeiture, or other amount collected is specifically related to the provision of a particular government service or function by Fulton County, Georgia (the "County"), the service or function shall continue to be provided by the County during the transition period contingent upon payment by COSS or COJC of the actual cost of providing such service or function unless otherwise provided in a written agreement between the new city and the County; and

WHEREAS, the Georgia Constitution, Article IX, § 2, ¶ 3, except as otherwise provided by law, prohibits cities and counties from exercising governmental authority within each other's boundaries except by intergovernmental agreement; and

WHEREAS, in December of 2005, COSS entered into an Intergovernmental Agreement (the "COSS 911 IGA") with the County to provide a public safety answering point within the boundaries of COSS, which established the cost of enhanced 911 emergency call reception and public safety dispatch services to be provided by the County; and

WHEREAS, the County continues to provide 911 communications services to COSS pursuant to the terms of the COSS 911 IGA, which will terminate on December 31, 2008, unless extended by the parties thereto; and

WHEREAS, in November of 2006, COJC entered into an Intergovernmental Agreement (the "COJC 911 IGA") with Fulton County, Georgia (the "County") to provide a public safety answering point within the boundaries of COJC, which established the cost of enhanced 911 emergency call reception and public safety dispatch services to be provided by the County; and

WHEREAS, the County continues to provide 911 communications services to COJC pursuant to the terms of the COJC 911 IGA, which will terminate on December 1, 2008, unless extended by the parties thereto; and

WHEREAS, COSS and COJC each desire to assume and exercise all municipal powers with respect to 911 communications services within their respective corporate boundaries at the expiration of the COSS 911 IGA and the COJC 911 IGA and have determined that it is in their best interests to provide such services as a joint effort; and

WHEREAS, COSS and COJC desire to create a joint public safety and judicial facilities authority pursuant to the provisions of O.C.G.A. § 36-75-1, et seq. (the "War on Terrorism Local Assistance Act" or the "Act"), for the purpose of creating, owning, and placing into operation facilities to be used for 911 communications services for COSS and COJC; and

WHEREAS, COSS and COJC anticipate that additional municipalities may desire to participate in the Authority and the services offered by the 911 Center and to accept the terms of the Agreement and its obligations (COSS and COJC, together with any other municipalities who hereinafter become parties to this Agreement, are herein referred to collectively as "Participating Cities"); and

WHEREAS, the Participating Cities desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the Participating Cities have authorized the execution of this Agreement through appropriate resolutions adopted by their governing bodies;

NOW, THEREFORE, in consideration of the following mutual obligations, the Participating Cities hereby agree as follows:

ARTICLE 1

PURPOSE AND INTENT

The purpose of this Agreement is to establish the intent of the Participating Cities to create a joint public safety and judicial facilities authority to be known as "The Joint Public Safety and Judicial Facilities Authority for the Cities of Sandy Springs, Georgia and Johns Creek, Georgia", doing business as the Chattahoochee River 911 Authority (the "Authority") for the purpose of providing 911 communications services within the corporate boundaries of COSS and COJC.

ARTICLE 2

EMERGENCY COMMUNICATIONS SERVICE

The Authority will operate a joint consolidated public safety answering point in its emergency communications center (the "911 Center") on a 24-hour basis, 365 days per year, from which the services contemplated under this Agreement will be rendered initially for COSS and COJC. All matters relating to the acquisition of equipment and facilities and the operation of the 911 Center shall be determined by the Authority's board of directors as provided herein.

In the event other municipalities desire to join the Authority and to accept the terms and become a party to this Agreement in order to be served by the 911 Center, it may do so by action of the Board of Directors and resolutions of the councils of all Participating Cities.

ARTICLE 3

GOVERNANCE OF AUTHORITY

Control and management of the Authority shall be vested in a board of directors whose members shall be residents of the respective Participating Cities. The initial directors of the Authority shall be the City Manager of COSS, if he is a resident of COSS and if not, his designee, and the City Manager of COJC, if he is a resident of COJC and if not, his designee. The directors shall receive no compensation for their services.

The board of directors shall make bylaws and establish rules and regulations for the governing of the Authority and may delegate to one or more of the officers, agents, and employees of the Authority such powers and duties as may be deemed necessary and proper. Bylaws and governance documents shall be subject to the mutual review and approval of the councils of all Participating Cities.

ARTICLE 4

CAPITALIZATION AND PLEDGED REVENUES

The amount of capital with which the Authority shall begin operation is three million five hundred thousand dollars ($3,500,000). Initial capitalization shall be in the form of loans from each city to the Authority in the following amounts:

Amount	Responsible Party
$2,500,000	COSS
$1,000,000	COJC

To secure the 911 communication services to be rendered pursuant to this Agreement, the Participating Cities hereby agree to pledge to the Authority all revenue received for the monthly 911 charge upon each wired and wireless telephone subscriber served by the Authority's 911 communications service (the "Pledged Revenues"), as provided by O.C.G.A. § 46-5-134 for the operation of the 911 Center. The Participating Cities understand and agree that the Pledged Revenues are necessary for the payment of all liabilities of the Authority; therefore, the Pledged Revenues may not be repealed, revoked, rescinded or otherwise removed during the initial term of this Agreement, or any renewal term. Pledged Revenues shall be remitted to the Authority within ten (10) days of receipt by the Participating City.

Revenues of the Authority in excess of amounts necessary for the payment of all other liabilities shall be used at the direction of the Board of Directors to repay amounts loaned to the Authority by the Participating Cities for capitalization on a pro rata basis.

In the event the Authority shall need additional capital, it shall submit verification of need to the councils of all Participating Cities and obtain approval of such additional

capital by resolution from all councils. Any additional capital approved by all councils shall be contributed by the Participating Cities in equal shares in such form as determined by the Board of Directors to be in the best interest of the Authority.

ARTICLE 5

RETAINED POWERS OF CITIES

Each Participating City shall retain responsibility and authority for its operational departments and for such equipment and services as are required at its place of operation to interconnect to the 911 Center's operations.

ARTICLE 6

TERM OF AGREEMENT

The initial term of this Agreement is for five (5) years, commencing November 1, 2008 and ending on July 1, 2014. The Participating Cities understand and agree that this Agreement may not be cancelled by any party prior to the end of the five (5) year term described above for any reason. This Agreement may be renewed by the Participating Cities in additional terms of five (5) years each upon resolutions of the governing bodies of each city.

ARTICLE 7

NON-ASSIGNABILITY

Participating Cities to this Agreement shall not assign any of the obligations or benefits of this Agreement.

ARTICLE 8

ENTIRE AGREEMENT

The Participating Cities acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the Participating Cities regarding the subject matter of the Agreement.

ARTICLE 9

AMENDMENT

This Agreement may be modified at any time upon mutual written consent by resolutions of the councils of the Participating Cities.

ARTICLE 10

SEVERABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or any portion of a provision) to be invalid or otherwise unenforceable, that provision or

portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion were not part of this Agreement.

ARTICLE 11

BINDING EFFECT

This Agreement shall inure to the benefit of, and be binding upon, the respective Participating Cities' successors, heirs and assigns.

ARTICLE 12

COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Participating Cities have executed this Agreement through their duly authorized officers on the day and year first above written.

CITY OF SANDY SPRINGS, GEORGIA

Eva Galambos, Mayor

ATTEST:

City Clerk

(SEAL)

Approved as to form:

Wendell K. Willard, City Attorney

John McDonough, City Manager

CITY OF JOHNS CREEK, GEORGIA

Michael E. Bodker, Mayor

ATTEST:

City Clerk

(SEAL)

Approved as to form:

William F. Riley, City Attorney

John Kachmar, City Manager

STATE OF GEORGIA
CITY OF SANDY SPRINGS

RESOLUTION NO: 2008-10-52

RESOLUTION TO ACTIVATE THE JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE CITY OF SANDY SPRINGS AND THE CITY OF JOHNS CREEK, TO APPOINT A BOARD OF DIRECTORS, TO APPROVE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITIES, AND TO PROVIDE FOR FILING OF DOCUMENTS WITH THE GEORGIA SECRETARY OF STATE AND THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS PURSUANT TO O.C.G.A. § 36-75-1, ET SEQ.

WHEREAS, pursuant to O.C.G.A. § 36-75-1, et seq. (the "War on Terrorism Local Assistance Act" or the "Act"), a public body corporate and politic, to be known as the "public safety and judicial facilities authority", is created in and for each county and municipal corporation in the State of Georgia for nonprofit and public purposes; and

WHEREAS, pursuant to the Act a public safety and judicial facilities authority (an "authority") may be activated to acquire, construct, improve, or modify, to place into operation, and to operate or cause to be placed into operation, either as owner of all or any part in common with others, a project or projects, which is defined in the Act as the acquisition, construction, equipping, operation, maintenance, and repairing of county or municipal corporation judicial, detention, or public safety facilities, including facilities used or to be used by or in direct support of management and operation of homeland security, police, fire, rescue, and emergency medical services; and

WHEREAS, the Act provides that any number of counties or municipal corporations or a combination of counties and municipal corporations may jointly form an authority to be known as a "joint public safety and judicial facilities authority" for such counties or municipal corporations or both; and

WHEREAS, the City of Sandy Springs ("Sandy Springs") and the City of Johns Creek ("Johns Creek") have been working together to evaluate the possibility of forming a multi-jurisdictional 9-1-1 system and now desire to move forward together in the creation of a joint public safety and judicial facilities authority as provided in the Act for the purpose of creating and implementing a 9-1-1 system to serve the needs of both municipal corporations; and

WHEREAS, the Act provides that before a joint authority may transact any business or exercise any powers, it must be activated by proper ordinance or resolution of each county and municipal corporation involved, each declaring the need for an authority to function in their city and each declaring that such jurisdiction is at the time of the ordinance or resolution imposing a sales tax levied for the purposes of a metropolitan area system of public transportation; and

WHEREAS, the Act further provides that before a joint authority may transact any business or exercise any powers, it must approve an agreement with the other counties or municipal corporations for the activation of an authority and such agreement is executed; and

WHEREAS, the Act provides that control and management of an authority shall be vested in a board of directors whose members shall be residents of the county or municipal corporation, to be appointed by resolution of the governing authority of the county or municipal corporation for a term of four (4) years; and

WHEREAS, the Act provides that a copy of the activating resolution of the governing authority of the county or municipal corporation shall be filed with the Georgia Secretary of State and the Georgia Department of Community Affairs;

NOW THEREFORE, BE IT RESOLVED by the City Council of Sandy Springs as follows:

1. There is hereby determined and declared to be a present and future need for a public safety and judicial facilities authorityto function in Sandy Springs; and

2. Sandy Springs is at the time of this resolution imposing a sales tax levied for the purposes of a metropolitan area system of public transportation; and

3. The individuals listed on the attached Exhibit "A" are hereby appointed to the initial Board of Directors for the joint authority to be created for Sandy Springs and Johns Creek; and

4. The execution, delivery, receipt and due performance of the Intergovernmental Agreement for the Activation of the Joint Public Safety and Judicial Facilities Authority for the Cities of Sandy Springs, Georgia and Johns Creek, Georgia for the Provision of 911 Communications Services in the Cities of Sandy Springs and Johns Creek (the "Agreement") in substantially the form attached hereto as Exhibit "B", and any other certificates or documents as may be required to be executed, delivered, or received in connection with the creation of a 911 system are hereby authorized in order to carry out, give effect to, and consummate the transactions contemplated by the Agreement ; and

5. The City Manager and the City Attorney are hereby authorized to file appropriate documents with the Georgia Secretary of State and the Georgia Department of Community Affairs and to take any and all actions as may be necessary to activate the joint authority and to carry out the terms of the Agreement pursuant to the provisions of the Act.

APPROVED AND ADOPTED this 21st day of October, 2008.

Approved:

Eva Galambos

Eva Galambos, Mayor

Attest:

Tracy Tye

Tracy Tye, Acting City Clerk

(Seal)

EXHIBIT "A"

INITIAL BOARD OF DIRECTORS
FOR JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY

John McDonough, City Manager of City of Sandy Springs, if he is a resident of the City of Sandy Springs and if not, his designee

John Kachmar, City Manager of City of Johns Creek, if he is a resident of the City of Johns Creek and if not, his designee

EXHIBIT "B"

INTERGOVERNMENTAL AGREEMENT
FOR THE ACTIVATION OF THE
JOING PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE
CITIES OF SANDY SPRINGS, GEORGIA AND JOHNS CREEK, GEORGIA
FOR THE PROVISION OF 911 COMMUNICATIONS SERVICES INN
THE CITIES OF SANDY SPRINGS AND JOHNS CREEK
(attached)

RESOLUTION TO ACTIVATE THE JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE CITY OF SANDY SPRINGS AND THE CITY OF JOHNS CREEK, TO APPOINT A BOARD OF DIRECTORS, TO APPROVE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITIES, AND TO PROVIDE FOR FILING OF DOCUMENTS WITH THE GEORGIA SECRETARY OF STATE AND THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS PURSUANT TO O.C.G.A. § 36-75-1, ET SEQ.

WHEREAS, pursuant to O.C.G.A. § 36-75-1, et seq. (the "War on Terrorism Local Assistance Act" or the "Act"), a public body corporate and politic, to be known as the "public safety and judicial facilities authority", is created in and for each county and municipal corporation in the State of Georgia for nonprofit and public purposes; and

WHEREAS, pursuant to the Act a public safety and judicial facilities authority (an "authority") may be activated to acquire, construct, improve, or modify, to place into operation, and to operate or cause to be placed into operation, either as owner of all or any part in common with others, a project or projects, which is defined in the Act as the acquisition, construction, equipping, operation, maintenance, and repairing of county or municipal corporation judicial, detention, or public safety facilities, including facilities used or to be used by or in direct support of management and operation of homeland security, police, fire, rescue, and emergency medical services; and

WHEREAS, the Act provides that any number of counties or municipal corporations or a combination of counties and municipal corporations may jointly form an authority to be known as a "joint public safety and judicial facilities authority" for such counties or municipal corporations or both; and

WHEREAS, the City of Sandy Springs ("Sandy Springs") and the City of Johns Creek ("Johns Creek") have been working together to evaluate the possibility of forming a multi-jurisdictional 9-1-1 system and now desire to move forward together in the creation of a joint public safety and judicial facilities authority as provided in the Act for the purpose of creating and implementing a 9-1-1 system to serve the needs of both municipal corporations; and

WHEREAS, the Act provides that before a joint authority may transact any business or exercise any powers, it must be activated by proper ordinance or resolution of each county and municipal corporation involved, each declaring the need for an authority to function in their city and each declaring that such jurisdiction is at the time of the ordinance or resolution imposing a sales tax levied for the purposes of a metropolitan area system of public transportation; and

WHEREAS, the Act further provides that before a joint authority may transact any business or exercise any powers, it must approve an agreement with the other counties or municipal corporations for the activation of an authority and such agreement is executed; and

WHEREAS, the Act provides that control and management of an authority shall be vested in a board of directors whose members shall be residents of the county or municipal corporation, to be appointed by resolution of the governing authority of the county or municipal corporation for a term of four (4) years; and

WHEREAS, the Act provides that a copy of the activating resolution of the governing authority of the county or municipal corporation shall be filed with the Georgia Secretary of State and the Georgia Department of Community Affairs;

NOW THEREFORE, BE IT RESOLVED by the City Council of Johns Creek as follows:

1. There is hereby determined and declared to be a present and future need for a public safety and judicial facilities authority to function in Johns Creek; and

2. Johns Creek is at the time of this resolution imposing a sales tax levied for the purposes of a metropolitan area system of public transportation; and

3. The individuals listed on the attached Exhibit "A" are hereby appointed to the initial Board of Directors for the joint authority to be created for Sandy Springs and Johns Creek; and

4. The execution, delivery, receipt and due performance of the Intergovernmental Agreement for the Activation of the Joint Public Safety and Judicial Facilities Authority for the Cities of Sandy Springs, Georgia and Johns Creek, Georgia for the Provision of 911 Communications Services in the Cities of Sandy Springs and Johns Creek (the "Agreement") in substantially the form attached hereto as Exhibit "B", and any other certificates or documents as may be required to be executed, delivered, or received in connection with the creation of a 911 system are hereby authorized in order to carry out, give effect to, and consummate the transactions contemplated by the Agreement; and

5. The City Manager and the City Attorney are hereby authorized to file appropriate documents with the Georgia Secretary of State and the Georgia Department of Community Affairs and to take any and all actions as may be necessary to activate the joint authority and to carry out the terms of the Agreement pursuant to the provisions of the Act.

APPROVED AND ADOPTED THIS 27TH day of October, 2008.

Approved:

Michael E. Bodker, Mayor

Attest:

Joan C. Jones, City Clerk

EXHIBIT "A"

INITIAL BOARD OF DIRECTORS FOR JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY

John McDonough, City Manager of City of Sandy Springs, if he is a resident of the City of Sandy Springs and if not, his designee

John Kachmar, City Manager of City of Johns Creek, if he is a resident of the City of Johns Creek and if not, his designee

STATE OF GEORGIA
COUNTY OF FULTON

Resolution 2011-05-15

A RESOLUTION TO APPROVE THE FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR THE ACTIVATION OF THE JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE CITIES OF SANDY SPRINGS, GEORGIA AND JOHNS CREEK, GEORGIA

WHEREAS, the Cities of Sandy Springs, Georgia and Johns Creek, Georgia (hereinafter the "Cities") entered into that certain Intergovernmental Agreement for the Activation of the Joint Public Safety and Judicial Facilities Authority for the Cities of Sandy Springs, Georgia and Johns Creek, Georgia dated October 27, 2008 (the "IGA"); and

WHEREAS, the IGA was entered to provide for the formation of the Joint Public Safety and Judicial Facilities Authority for the Cities of Sandy Springs, Georgia and Johns Creek, Georgia, d/b/a Chattahoochee River 9-1-1 Authority (hereinafter the "Authority"), to perform emergency 9-1-1 call processing and dispatch services for the respective jurisdictions; and

WHEREAS, the Authority became operational on August 31, 2009, and has provided improved service resulting in markedly reduced public safety response times; and

WHEREAS, in the formation of the Authority, the Cities relied upon certain revenue projections for the collection of 9-1-1 telephone fees derived from an independent analysis of the fee structure and implementation of the fee in the jurisdictions; and

WHEREAS, the Cities' combined actual 9-1-1 telephone fee revenues collected by the Authority are anticipated to fall short of projections; and

WHEREAS, the Cities have committed to contributing additional funding on a pro-rata basis in order to assist the Authority in meeting its financial obligations; and

WHEREAS, the Authority is seeking authorization from the Mayor and Council to amend the IGA to incorporate provisions for both the amount of and remittance schedule for the aforementioned funds to the Authority; and

WHEREAS, the Mayor and City Council desire to enter the "First Amendment to Intergovernmental Agreement for the Activation of the Joint Public Safety and Judicial Facilities Authority for the Cities of Sandy Springs, Georgia and Johns Creek, Georgia," a copy of which is attached hereto and incorporated herein, in order to provide for such amendments; and

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Johns Creek that the First Amendment to Intergovernmental Agreement for the Activation of the Joint Public Safety and Judicial Facilities Authority for the Cities of Sandy Springs, Georgia and Johns Creek, Georgia is hereby approved and the Mayor is hereby authorized to execute same.

SO RESOLVED, this the 25th day of May, 2011.

Attest:

Joan C. Jones, City Clerk

Approved:

Michael E. Bodker, Mayor

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR THE ACTIVATION OF THE JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE CITIES OF SANDY SPRINGS, GEORGIA AND JOHNS CREEK, GEORGIA FOR THE PROVISION OF 911 COMMUNICATIONS SERVICES IN THE CITIES OF SANDY SPRINGS AND JOHNS CREEK

THE INTERGOVERNMENTAL AGREEMENT (the "Agreement"), entered into on October 27, 2008, by and between the **CITY OF SANDY SPRINGS, GEORGIA**, a political subdivision of the State of Georgia ("COSS"), and the **CITY OF JOHNS CREEK, GEORGIA**, a political subdivision of the State of Georgia ("COJC") (collectively, the "Participating Cities"), for the activation of the Joint Public Safety and Judicial Facilities Authority ("Authority") for the provision of 911 communications services in Sandy Springs and Johns Creek is hereby amended by the Participating Cities, effective October 27, 2008, as follows:

A. Article 4 entitled "**CAPITALIZATION AND PLEDGED REVENUES**" is amended to include the following:

4.1 Additional Financial Support. Because the Pledged Revenues, as defined herein, are not currently providing sufficient financial support for the payment of all liabilities of the Authority, the Participating Cities agree to provide additional financial support to the Authority as set forth herein. The Participating Cities agree to provide additional financial support to the Authority in the following proportionate shares: COSS agrees to provide sixty-five percent (65%) of the necessary additional financial support and COJC agrees to provide thirty-five percent (35%) of the necessary additional finandal support.

4.2 Annual Review of Shortfall and Utilization of Services. The basis for the distribution of the additional financial support to be provided by the Participating Cities as described herein is based upon the current utilization of Authority services by the respective Participating Cities. The Participating Cities agree to review annually the utilization of services provided by the Authority to the Participating Cities to ensure that the proportionate share of each Participating City as stated herein reflects its utilization. For purposes of this provision, "utilization of services" shall mean the combined volume of dispatched incidents and field-initiated activity across all public safety disciplines for the most recent twelve (12) month period. The Authority consents to provide to the Participating Cities a report of its projected annual shortfall by April 1 of each year that the Participating Cities contribute additional financial support to the Authority.

4.3 Payment Schedule. The Participating Cities agree that each shall deliver one-twelfth (1/12) of its annual contribution to the Authority on or before the 10th day of each month.

All other terms and conditions contained in the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Participating Cities, acting by and through their duly authorized officers, have caused this First Amendment to be executed under their respective seals.

CITY OF SANDY SPRINGS, GEORGIA

By: _____
Mayor Eva Galambos

Date: 5/31/2011

(SEAL)

ATTEST:

_____
City Clerk

CITY OF JOHNS CREEK, GEORGIA

By: _____
Mayor Michael Bodker

Date: 5-18-2011

ATTEST:

_____
City Clerk

Consented to by:

JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE CITIES OF SANDY SPRINGS, GEORGIA AND JOHNS CREEK, GEORGIA

By: _____
Chairman John Kachmar

ATTEST:

_____

STATE OF GEORGIA
COUNTY OF FULTON

RESOLUTION 2014-03-15

RESOLUTION TO AMEND AND APPROVE AN EXTENSION TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SANDY SPRINGS AND THE CITY OF JOHNS CREEK ("IGA") FOR THE PROVISION OF 911 COMMUNICATIONS SERVICES THROUGH CHATCOMM TO PROVIDE FOR A FIVE (5) YEAR TERM EXTENSION PURSUANT TO ARTICLE 6 OF THE IGA

WHEREAS, the City of Sandy Springs ("COSS") and the City of Johns Creek ("COJC") have made and entered into that certain Intergovernmental Agreement for the Activation of The Joint Public Safety and Judicial Facilities Authority for the Cities of Sandy Springs, Georgia and Johns Creek, Georgia (operating as "Chatcomm") for the provision of 911 communications services in the Cities of Sandy Springs and Johns Creek ("IGA"), dated October 27, 2008; and

WHEREAS, the IGA provides at Article 6 that the initial term of the IGA shall be five (5) years, commencing November 1, 2008 and ending on July 1, 2014; and

WHEREAS, Article 6 of the IGA further provides that the term of the IGA may be renewed by the Participating Cities (as defined in the IGA) in additional terms of five (5) years each upon resolutions of the governing bodies of each city; and

WHEREAS, COSS and COJC are currently the only Participating Cities under the IGA; and

WHEREAS, COSS and COJC now desire to renew the IGA for an additional five (5) year period upon the same terms, except for amendment to Article 3 as set forth herein, as the initial five (5) year period, with no right of cancellation by either party prior to the end of the five (5) year period, as provided in Article 6 of the IGA;

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Johns Creek, as follows:

1. The Mayor and Council hereby amend Article 3 of the IGA by striking the current Article 3 and replacing it with the terms as set forth below:

"**Article 3**
GOVERNANCE OF AUTHORITY

Control and management of the Authority shall be vested in a board of directors whose members shall be residents of the respective Participating Cities. Each Participating City shall appoint one director to the board of directors of the Authority; such director shall be nominated by the Mayor and confirmed by the City Council of the respective Participating City. The directors shall receive no

compensation for their services.

The board of directors shall make bylaws and establish rules and regulations for the governing of the Authority and may delegate to one or more of the officers, agents, and employees of the Authority such powers and duties as may be deemed necessary and proper. Bylaws and governance documents shall be subject to the mutual review and approval of the councils of all Participating Cities."

2. The Mayor and Council hereby approve renewal of the IGA for an additional five (5) year period upon the same terms, except for amendment to Article 3 as set forth herein, as the initial five (5) year period, with no right of cancellation by either party prior to the end of the five (5) year period, as provided in Article 6 of the IGA; and

3. The City Manager and City Attorney are hereby authorized to take any and all actions deemed appropriate to effectuate the intent of this resolution.

So Resolved, Approved and Adopted, this the 24th day of March, 2014

Approved:

Michael E. Bodker, Mayor

Attest:

Joan C. Jones, City Clerk

Approved As To Form:

William F. Riley, City Attorney

THIRD AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR THE ACTIVATION OF THE JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE CITIES OF SANDY SPRINGS, GEORGIA AND JOHNS CREEK, GEORGIA FOR THE PROVISION OF 911 COMMUNICATIONS SERVICES IN THE CITIES OF SANDY SPRINGS AND JOHNS CREEK

THIS THIRD AMENDMENT ("Amendment") is entered into by and between the **CITY OF SANDY SPRINGS, GEORGIA**, a body politic and corporate and a political subdivision of the State of Georgia ("COSS"), and the **CITY OF JOHNS CREEK, GEORGIA**, body politic and corporate and a political subdivision of the State of Georgia ("COJC") (collectively the "Participating Cities"), this _____ day of July, 2019, and amends that certain **INTERGOVERNMENTAL AGREEMENT FOR THE ACTIVATION OF THE JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE CITIES OF SANDY SPRINGS, GEORGIA AND JOHNS CREEK, GEORGIA FOR THE PROVISION OF 911 COMMUNICATIONS SERVICES IN THE CITIES OF SANDY SPRINGS AND JOHNS CREEK** ("Agreement"), entered into on October 27, 2008.

WHEREAS, in December, 2010, the Participating Cities entered into a first amendment to the Agreement for the purpose of specifying the terms and conditions for supplemental financial contributions to the Authority; and

WHEREAS, in February, 2014, the Participating Cities entered into an additional amendment to the Agreement for the purpose of extending the initial term of the Agreement for five (5) years, ending on July 1, 2019, pursuant to the provisions of Article 6 of the Agreement; and

WHEREAS, the Participating Cities now desire to amend Article 4 of the Agreement regarding capitalization and pledged revenues of the Authority of the Authority to provide for compensation and consideration to be based on 2020 numbers and based on three (3) years call volume (2016-2018) with three percent (3%) annual escalator years 2021-2024, as shown on Exhibit A attached hereto; and

WHEREAS, the Participating Cities further desire to extend the term of the Agreement for an additional five (5) years, ending on July 1, 2024, pursuant to the provisions of Article 6 of the Agreement; and

WHEREAS, the Participating Cities have authorized the execution of this Amendment through appropriate resolutions adopted by their governing bodies;

NOW, THEREFORE, in consideration of the following mutual obligations, the Participating Cities hereby agree to amend the Agreement, effective July 1, 2019, as follows:

A. At the end of **ARTICLE 4** entitled "**CAPITALIZATION AND PLEDGED REVENUE**", add the following provisions:

4.4 Compensation and consideration for COJC and COSS shall be based on 2020 numbers and based upon three (3) years call volume (2016-2018) with three percent (3%) annual escalator years 2021-2024 (See Exhibit A).

4.5 COJC and COSS shall share any compensation surplus or short fall equally as follows:

Fifty percent (50%) to COJC and fifty percent (50%) to COSS.

B. **ARTICLE 6** entitled "**TERM OF AGREEMENT**" is deleted in its entirety and replaced with the following:

The initial term of this Agreement shall commence on November 1, 2008 and end at 24:00 hours on July 1, 2024. The Participating Cities understand and agree that this Agreement may not be cancelled by any party prior to the end of the term described above for any reason. This Agreement may be renewed by the Participating Cities in additional terms of five (5) years each upon resolutions of the governing bodies of each city.

[signature page for Third Amendment]

IN WITNESS WHEREOF, the Participating Cities, acting by and through their duly authorized officers, have caused this Third Amendment to be executed under their respective seals.

CITY OF SANDY SPRINGS, GEORGIA

By: _____
Mayor Rusty Paul

Date: 7/29/19

ATTEST:

_____
City Clerk

CITY OF JOHNS CREEK, GEORGIA

By: _____
Mayor Michael Bodker

Date: 7/24/19

(SEAL)

ATTEST:

_____
City Clerk

Consented to by:

JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE CITIES OF SANDY SPRINGS, GEORGIA AND JOHNS CREEK, GEORGIA

By: _____
Chairman Wendell Willard

July 30, 2019

(SEAL)

ATTEST:

_____
Secretary

EXHIBIT A
CHATTAHOOCHEE RIVER 911 AUTHORITY FY 2020 - FY 2024
PROPOSED BUDGET

CHATTAHOOCHEE RIVER 911 AUTHORITY
FY 2020 - FY 2024 PROPOSED BUDGET

REVENUES:			2019 Budget	2020 Budget	2021 Budget	2022 Budget	2023 Budget	2024 Budget
86030	336022	CITY OF BROOKHAVEN SUBSCP	1,075,000	1,306,651	1,345,851	1,386,226	1,427,813	1,470,647
86030	336021	CITY OF DUNWOODY SUBSCP	1,125,000	1,198,616	1,234,574	1,271,611	1,309,760	1,349,052
		CITY OF DUNWOODY E911 PAYMENT	0	100,000	0	0	0	0
86030	336020	JOHNS CREEK E911 FEES	1,650,000	1,794,583	1,848,420	1,903,873	1,960,989	2,019,819
86030	336050	SANDY SPRINGS E911 FEES	2,950,000	3,030,101	3,121,004	3,214,634	3,311,073	3,410,405
86030	336090	JOHNS CREEK SUPPLEMENT	81,834	0	(46,989)	164,595	(147,209)	(186,376)
86030	336091	SANDY SPRINGS SUPPLEMENT	134,666	0	(46,989)	164,595	(147,209)	(186,376)
86030	381000	RENTAL INCOME	27,227	0	0	0	0	0
		TOTAL REVENUES	**7,043,728**	**7,429,950**	**7,455,869**	**8,105,534**	**7,715,216**	**7,877,172**

EXPENDITURES:			2019 Budget	2020 Budget	2021 Budget	2022 Budget	2023 Budget	2024 Budget
8603810	521201	iXP BASE CONTRACT	6,425,928	6,924,250	6,802,972	7,441,731	7,040,220	7,190,691
8603810	521210	PROF SVCS-AUDIT	12,000	12,000	12,000	12,000	12,000	12,000
8603810	521250	PROF SVCS-LEGAL	27,600	27,600	27,600	27,600	27,600	27,600
8603810	521275	MEDICAL DIRECTION	72,000	72,000	72,000	72,000	72,000	72,000
8603810	521300	TECHNICAL SERVICES	72,000	72,000	72,000	72,000	72,000	72,000
8603810	523100	LIABILITY INSURANCE	80,000	82,400	84,872	87,418	90,041	92,742
8603810	523900	TRUNKING CHARGES	0	0	0	0	0	0
8603810	523200	RENT	319,200	189,700	334,425	342,786	351,355	360,139
8603810	542400	CAPITAL EQUIPMENT	0	0	0	0	0	0
8603810	579000	CONTINGENCY	35,000	50,000	50,000	50,000	50,000	50,000
		TOTAL EXPENDITURES	**7,043,728**	**7,429,950**	**7,455,869**	**8,105,534**	**7,715,216**	**7,877,172**
NET CHANGE IN FUND BALANCE			**0**	**0**	**0**	**0**	**0**	**0**
FUND BALANCE BEGINNING OF YEAR			**0**	**0**	**0**	**0**	**0**	**0**
FUND BALANCE END OF YEAR			**0**	**0**	**0**	**0**	**0**	**0**

3-Year Call Volume
3% Annual Escalator

FOURTH AMENDMENT
TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF SANDY SPRINGS
AND
THE CITY OF JOHNS CREEK
FOR
THE ACTIVATION OF THE JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY ANDTHE PROVISION OF 911 COMMUNICATIONS SERVICES

THIS FOURTH AMENDMENT ("Fourth Amendment") to that certain agreement dated October 27, 2008 by and between the CITY OF SANDY SPRINGS, GEORGIA, a Georgia municipal corporation ("COSS") and the CITY OF JOHNS CREEK, GEORGIA, a Georgia municipal corporation ("COJC") (collectively the "Participating Cities"), is entered into by the Participating Cities and shall be effective the day is shall have been executed by the Participating Cities (the "Effective Date").

WHEREAS, in December 2010, the Participating Cities entered into the First Amendment to the Intergovernmental Agreement (the "Agreement") for the purpose of specifying the terms and conditions for supplemental financial contributions to the Joint Public Safety and Judicial Facilities Authority for the Cities of Sandy Springs and Johns Creek (the "Authority"); and

WHEREAS, in February 2014, the Participating Cities entered into the Second Amendment to the Agreement for the purpose of extending the initial term of the Agreement for five (5) additional years, ending on July 1, 2019, pursuant to the provisions of Article 6 of the Agreement; and

WHEREAS, in July 2019, the Participating Cities entered into the Third Amendment to the Agreement regarding capitalization and pledged revenues of the Authority and for the purpose of extending the initial term of the Agreement for five (5) additional years, ending on July 1, 2024, pursuant to the provisions of Article 6 of the Agreement; and

WHEREAS, the Participating Cities now desire to amend Article 4 of the Agreement regarding capitalization and pledge revenue of the Authority to provide for compensation and consideration to be based on 2023 numbers and based on three (3) years call volume (2019, 2022-2023) with three percent (3%) annual escalator years 2026-2029, as shown in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, the Participating Cities further desire to extend the term of the Agreement for an additional five (5) years, ending on July 1, 2029, pursuant to the provisions of Article 6 of the Agreement; and

WHEREAS, the Participating Cities have authorized the execution of this Amendment through appropriate resolutions adopted by their governing bodies.

NOW, THEREFORE, in consideration for the following mutual obligations set forth below, and other good and valuable consideration, the adequacy of which is hereby acknowledged, the Participating Cities herby agree as follows: as follows:

AMENDMENT TO ARTICLE 4. Article 4 (Paragraph 4) of the Agreement entitled "Capitalization and Pledged Revenue" is hereby AMENDED as follows:

CAPITALIZATION AND PLEDGED REVENUE (PARAGRAPH 4).

Compensation and consideration for COJC and COSS shall be based on 2023 numbers and based upon three (3) years call volume (2019, 2022-2023) with three percent (3%) annual escalator years 2026-2029 (See Exhibit "A").

AMENDMENT TO ARTICLE 6. Article 6 of the Agreement entitled "Term of Agreement" is hereby AMENDED as follows:

This Agreement shall be effective for an initial term (the "Initial Term") commencing at midnight on the 1st day of November, 2008, and termination at midnight on the 1st day of July, 2029. The Participating Cities understand and agree that this Agreement may not be cancelled by any party prior to the end of the term described above for any reason. This Agreement shall be renewed by the Participating Cities in additional terms of five (5) years each upon resolutions of the governing bodies of each Party.

I. **NON-ASSIGNABILITY.** Participating Cities to this Agreement shall not assign any of the obligations or benefits of the Agreement.

II. **ENTIRE AGREEMENT.** The Participating Cities acknowledge, one to the other, that the terms of this Agreement constitutes the entire understanding and agreement of the Participating Cities regarding the subject matter of this Agreement.

III. **AMENDMENT.** This Agreement may be modified at any time upon mutual written consent by resolution of the councils of the of Participating Cities.

IV. **SEVERABILITY.** If a court of competent jurisdiction renders any provisions of this Agreement (or any portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion were not part of this Agreement.

V. **BINDING EFFECT.** This Agreement shall inure to the benefit of, and be binding upon, the respective Participating Cities' successors, heirs and assigns.

{SIGNATURE PAGE TO FOLLOW}

IN WITNESS WHEREOF, the Participating Cities, acting by and through their duly authorized officers, have caused this Fourth Amendment to be executed under their respective seals.

CITY OF SANDY SPRINGS, GEORGIA

By: _____
Russell K. Paul, Mayor

_____
Date of Execution

ATTEST:

By: _____
Raquel D. González, City Clerk

{SEAL}

APPROVED AS TO FORM:

By: _____
Daniel W. Lee, City Attorney

CITY OF JOHNS CREEK, GEORGIA

By: _____
John Bradberry, Mayor

_____
Date of Execution

ATTEST:

By: _____
Allison Tarpley, City Clerk

{SEAL}

By: _____
City Attorney

CONSENTED TO BY:

JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE CITIES OF SANDY SPRINGS, GEORGIA AND JOHNS CREEK, GEORGIA

By: _____

_____
Date of Execution

Name: _____

Title: _____

ATTEST:

By: _____
{SEAL}

EXHIBIT A
CHATTAHOOCHEE RIVER 911 AUTHORITY FY2026-2029
PROPOSED BUDGET

Chattahoochee River 911 Authority
CHATCOMM

FISCAL YEAR 2025

PROPOSED BUDGET

Exhibit A

Chattahoochee River 911 Authority

FY 2025 PROPOSED BUDGET

REVENUES:			2020 Actual	2021 Actual	2022 Actual	2023 Actual	2024 Projected	2020 Budget	2021 Budget	2022 Budget	2023 Budget	2024 Budget	2025 Proposed Budget	% of Change
86030	336020	JOHNS CREEK E911 FEES	1,920,509	1,934,408	1,900,614	2,084,971	1,984,709	1,794,585	1,848,420	1,903,873	1,960,989	2,019,819	2,487,759	23.167%
86030	336021	CITY OF DUNWOODY SUBSCRIPTION	1,286,347	1,231,578	1,234,574	1,309,759	1,349,052	1,292,480	1,234,574	1,271,611	1,309,759	1,349,052	1,606,546	19.087%
86030	336031	CITY OF BROOKHAVEN SUBSCRIPTION	1,268,042	1,345,851	1,386,226	1,427,813	1,470,647	1,287,345	1,345,851	1,386,226	1,427,813	1,470,647	2,291,309	55.803%
86030	336050	SANDY SPRINGS E911 FEES	3,210,630	3,424,230	2,999,171	3,993,901	3,791,528	3,030,100	3,121,003	3,214,634	3,311,073	3,410,405	4,045,475	18.622%
86030	336090	JOHNS CREEK SUPPLEMENT	-	-	-	-	-	13,470	(60,603)	164,595	(38,490)	192,556	0.00	-100.00%
86030	336091	SANDY SPRINGS SUPPLEMENT	-	-	-	-	-	13,470	(60,603)	164,595	(57,350)	300,915	0.00	-100.00%
86030	381000	RENTAL INCOME	24,958	27,227	27,227	27,227	27,227	-	27,227	-	27,227	27,227	27,227	0.000%
		TOTAL REVENUES	**7,710,486**	**7,963,294**	**7,547,812**	**8,843,672**	**8,623,163**	**7,431,450**	**7,455,869**	**8,105,534**	**7,941,021**	**8,770,622**	**10,458,316**	**19.243%**

EXPENDITURES:			2020 Actual	2021 Actual	2022 Actual	2023 Actual	2024 Projected	2020 Budget	2021 Budget	2022 Budget	2023 Budget	2024 Budget	2025 Proposed Budget	% of Change
8603810	521200	iXP BASE CONTRACT	6,960,682	7,095,731	7,049,006	5,612,983	5,739,080	6,924,250	6,811,176	7,441,731	5,612,983	5,905,245	6,221,520	5.356%
8603810	521201	PROF SVCS-TECHNICAL	-	56,220	-	1,906,769	2,047,766	-	-	-	1,679,740	2,117,700	3,535,902	66.969%
8603810	521210	PROF SVCS-AUDIT	12,770	14,655	14,285	20,925	29,810	13,500	12,000	12,000	15,000	30,000	35,000	16.667%
8603810	521250	PROF SVCS-LEGAL	36,737	35,675	16,186	13,000	7,489	27,600	27,600	27,600	25,000	27,600	30,000	8.696%
8603810	521275	MEDICAL DIRECTION	71,061	73,726	75,857	81,282	84,347	72,000	72,000	72,000	80,000	86,375	92,781	7.417%
8603810	521300	TECHNICAL SERVICES	77,216	71,249	71,249	71,249	71,249	72,000	72,000	72,000	72,000	72,000	-	-100.000%
8603810	522310	BUILDING OPERATING LEASE	174,168	378,999	338,346	382,460	392,681	189,700	334,425	342,785	351,355	392,268	402,365	2.574%
8603810	523100	LIABILITY INSURANCE	76,805	54,880	55,518	59,326	66,027	82,400	84,872	87,418	53,743	66,634	75,747	13.676%
8603810	523955	BANK SERVICE FEES	-	479	3,082	3,728	4,014	-	-	-	3,600	4,800	5,000	4.167%
8603810	531100	GEN SUPPLIES & MATERIALS	13,718	5,409	908	4,295	1,450	-	-	-	5,000	5,000	10,000	100.00%
8603810	579000	CONTINGENCY	-	-	1,758	1,758	-	50,000	41,796	50,000	42,600	63,000	50,000	-20.635%
		TOTAL EXPENDITURES	**7,423,157**	**7,787,023**	**7,626,195**	**8,157,774**	**8,443,912**	**7,431,450**	**7,455,869**	**8,105,534**	**7,941,021**	**8,770,622**	**10,458,316**	19.243%
NET CHANGE IN FUND BALANCE			**287,330**	**176,271**	**(78,383)**	**685,898**	**179,250**	**-**	**-**	**-**	**-**	**-**	**-**	
FUND BALANCE BEGINNING OF YEAR			**57,464**	**344,794**	**521,065**	**1,343,381**	**2,068,226**							
FUND BALANCE END OF YEAR			**344,794**	**521,065**	**442,682**	**2,029,279**	**2,247,476**							

City	2019 Call Volume	2022 Call Volume	2023 Call Volume	Call Volume Average
JOHNS CREEK SUPPLEMENT	36.64%	40.16%	39.61%	38.09%
SANDY SPRINGS SUPPLEMENT	63.36%	59.84%	60.39%	61.91%
JOHNS CREEK CALL VOLUME	21.84%	24.78%	24.04%	23.89%
SANDY SPRINGS CALL VOLUME	37.77%	36.92%	36.66%	38.84%
DUNWOOODY CALL VOLUME	16.00%	14.21%	14.65%	15.36%
BROOKHAVEN CALL VOLUME	24.39%	24.09%	24.64%	21.91%
TOTAL	**100.00%**	**100.00%**	**100.00%**	**100.00%**

INTERGOVERNMENTAL AGREEMENT
FOR THE ACTIVATION OF THE
JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE CITIES OF SANDY SPRINGS, GEORGIA AND JOHNS CREEK, GEORGIA
FOR THE PROVISION OF 911 COMMUNICATIONS SERVICES IN THE CITIES OF SANDY SPRINGS AND JOHNS CREEK

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement"), is entered into by and between the City of Sandy Springs, Georgia ("COSS") and the City of Johns Creek, Georgia ("COJC"), this 27th day of October, 2008.

WHEREAS, COSS is a municipality created by the 2005 Georgia General Assembly pursuant to House Bills 36 and 37 (the "COSS HB"); and

WHEREAS, COJC is a municipality created by the 2006 Georgia General Assembly pursuant to House Bill 1321 (the "COJC HB"); and

WHEREAS, the COSS HB and the COJC HB each provide the respective cities a transition period before they must assume and exercise all powers of a municipality; and

WHEREAS, the COSS HB and the COJC HB each provide that where a particular tax, fee, assessment, fine, forfeiture, or other amount collected is specifically related to the provision of a particular government service or function by Fulton County, Georgia (the "County"), the service or function shall continue to be provided by the County during the transition period contingent upon payment by COSS or COJC of the actual cost of providing such service or function unless otherwise provided in a written agreement between the new city and the County; and

WHEREAS, the Georgia Constitution, Article IX, § 2, ¶ 3, except as otherwise provided by law, prohibits cities and counties from exercising governmental authority within each other's boundaries except by intergovernmental agreement; and

WHEREAS, in December of 2005, COSS entered into an Intergovernmental Agreement (the "COSS 911 IGA") with the County to provide a public safety answering point within the boundaries of COSS, which established the cost of enhanced 911 emergency call reception and public safety dispatch services to be provided by the County; and

WHEREAS, the County continues to provide 911 communications services to COSS pursuant to the terms of the COSS 911 IGA, which will terminate on December 31, 2008, unless extended by the parties thereto; and

WHEREAS, in November of 2006, COJC entered into an Intergovernmental Agreement (the "COJC 911 IGA") with Fulton County, Georgia (the "County") to provide a public safety answering point within the boundaries of COJC, which established the cost of enhanced 911 emergency call reception and public safety dispatch services to be provided by the County; and

WHEREAS, the County continues to provide 911 communications services to COJC pursuant to the terms of the COJC 911 IGA, which will terminate on December 1, 2008, unless extended by the parties thereto; and

WHEREAS, COSS and COJC each desire to assume and exercise all municipal powers with respect to 911 communications services within their respective corporate boundaries at the expiration of the COSS 911 IGA and the COJC 911 IGA and have determined that it is in their best interests to provide such services as a joint effort; and

WHEREAS, COSS and COJC desire to create a joint public safety and judicial facilities authority pursuant to the provisions of O.C.G.A. § 36-75-1, et seq. (the "War on Terrorism Local Assistance Act" or the "Act"), for the purpose of creating, owning, and placing into operation facilities to be used for 911 communications services for COSS and COJC; and

WHEREAS, COSS and COJC anticipate that additional municipalities may desire to participate in the Authority and the services offered by the 911 Center and to accept the terms of the Agreement and its obligations (COSS and COJC, together with any other municipalities who hereinafter become parties to this Agreement, are herein referred to collectively as "Participating Cities"); and

WHEREAS, the Participating Cities desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the Participating Cities have authorized the execution of this Agreement through appropriate resolutions adopted by their governing bodies;

NOW, THEREFORE, in consideration of the following mutual obligations, the Participating Cities hereby agree as follows:

ARTICLE 1

PURPOSE AND INTENT

The purpose of this Agreement is to establish the intent of the Participating Cities to create a joint public safety and judicial facilities authority to be known as "The Joint Public Safety and Judicial Facilities Authority for the Cities of Sandy Springs, Georgia and Johns Creek, Georgia", doing business as the Chattahoochee River 911 Authority (the "Authority") for the purpose of providing 911 communications services within the corporate boundaries of COSS and COJC.

ARTICLE 2

EMERGENCY COMMUNICATIONS SERVICE

The Authority will operate a joint consolidated public safety answering point in its emergency communications center (the "911 Center") on a 24-hour basis, 365 days per year, from which the services contemplated under this Agreement will be rendered initially for COSS and COJC. All matters relating to the acquisition of equipment and facilities and the operation of the 911 Center shall be determined by the Authority's board of directors as provided herein.

In the event other municipalities desire to join the Authority and to accept the terms and become a party to this Agreement in order to be served by the 911 Center, it may do so by action of the Board of Directors and resolutions of the councils of all Participating Cities.

ARTICLE 3

GOVERNANCE OF AUTHORITY

Control and management of the Authority shall be vested in a board of directors whose members shall be residents of the respective Participating Cities. The initial directors of the Authority shall be the City Manager of COSS, if he is a resident of COSS and if not, his designee, and the City Manager of COJC, if he is a resident of COJC and if not, his designee. The directors shall receive no compensation for their services.

The board of directors shall make bylaws and establish rules and regulations for the governing of the Authority and may delegate to one or more of the officers, agents, and employees of the Authority such powers and duties as may be deemed necessary and proper. Bylaws and governance documents shall be subject to the mutual review and approval of the councils of all Participating Cities.

ARTICLE 4

CAPITALIZATION AND PLEDGED REVENUES

The amount of capital with which the Authority shall begin operation is three million five hundred thousand dollars ($3,500,000). Initial capitalization shall be in the form of loans from each city to the Authority in the following amounts:

Amount	Responsible Party
$2,500,000	COSS
$1,000,000	COJC

To secure the 911 communication services to be rendered pursuant to this Agreement, the Participating Cities hereby agree to pledge to the Authority all revenue received for the monthly 911 charge upon each wired and wireless telephone subscriber served by the Authority's 911 communications service (the "Pledged Revenues"), as provided by O.C.G.A. § 46-5-134 for the operation of the 911 Center. The Participating Cities understand and agree that the Pledged Revenues are necessary for the payment of all liabilities of the Authority; therefore, the Pledged Revenues may not be repealed, revoked, rescinded or otherwise removed during the initial term of this Agreement, or any renewal term. Pledged Revenues shall be remitted to the Authority within ten (10) days of receipt by the Participating City.

Revenues of the Authority in excess of amounts necessary for the payment of all other liabilities shall be used at the direction of the Board of Directors to repay amounts loaned to the Authority by the Participating Cities for capitalization on a pro rata basis.

In the event the Authority shall need additional capital, it shall submit verification of need to the councils of all Participating Cities and obtain approval of such additional

capital by resolution from all councils. Any additional capital approved by all councils shall be contributed by the Participating Cities in equal shares in such form as determined by the Board of Directors to be in the best interest of the Authority.

ARTICLE 5

RETAINED POWERS OF CITIES

Each Participating City shall retain responsibility and authority for its operational departments and for such equipment and services as are required at its place of operation to interconnect to the 911 Center's operations.

ARTICLE 6

TERM OF AGREEMENT

The initial term of this Agreement is for five (5) years, commencing November 1, 2008 and ending on July 1, 2014. The Participating Cities understand and agree that this Agreement may not be cancelled by any party prior to the end of the five (5) year term described above for any reason. This Agreement may be renewed by the Participating Cities in additional terms of five (5) years each upon resolutions of the governing bodies of each city.

ARTICLE 7

NON-ASSIGNABILITY

Participating Cities to this Agreement shall not assign any of the obligations or benefits of this Agreement.

ARTICLE 8

ENTIRE AGREEMENT

The Participating Cities acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the Participating Cities regarding the subject matter of the Agreement.

ARTICLE 9

AMENDMENT

This Agreement may be modified at any time upon mutual written consent by resolutions of the councils of the Participating Cities.

ARTICLE 10

SEVERABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or any portion of a provision) to be invalid or otherwise unenforceable, that provision or

portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion were not part of this Agreement.

ARTICLE 11

BINDING EFFECT

This Agreement shall inure to the benefit of, and be binding upon, the respective Participating Cities' successors, heirs and assigns.

ARTICLE 12

COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Participating Cities have executed this Agreement through their duly authorized officers on the day and year first above written.

CITY OF SANDY SPRINGS, GEORGIA

Eva Galambos, Mayor

ATTEST:

City Clerk

(SEAL)

Approved as to form:

Wendell K. Willard, City Attorney

John McDonough, City Manager

CITY OF JOHNS CREEK, GEORGIA

Michael E. Bodker, Mayor

ATTEST:

City Clerk

(SEAL)

Approved as to form:

William F. Riley, City Attorney

John Kachmar, City Manager

STATE OF GEORGIA
CITY OF SANDY SPRINGS

RESOLUTION NO: 2008-10-52

RESOLUTION TO ACTIVATE THE JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE CITY OF SANDY SPRINGS AND THE CITY OF JOHNS CREEK, TO APPOINT A BOARD OF DIRECTORS, TO APPROVE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITIES, AND TO PROVIDE FOR FILING OF DOCUMENTS WITH THE GEORGIA SECRETARY OF STATE AND THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS PURSUANT TO O.C.G.A. § 36-75-1, ET SEQ.

WHEREAS, pursuant to O.C.G.A. § 36-75-1, et seq. (the "War on Terrorism Local Assistance Act" or the "Act"), a public body corporate and politic, to be known as the "public safety and judicial facilities authority", is created in and for each county and municipal corporation in the State of Georgia for nonprofit and public purposes; and

WHEREAS, pursuant to the Act a public safety and judicial facilities authority (an "authority") may be activated to acquire, construct, improve, or modify, to place into operation, and to operate or cause to be placed into operation, either as owner of all or any part in common with others, a project or projects, which is defined in the Act as the acquisition, construction, equipping, operation, maintenance, and repairing of county or municipal corporation judicial, detention, or public safety facilities, including facilities used or to be used by or in direct support of management and operation of homeland security, police, fire, rescue, and emergency medical services; and

WHEREAS, the Act provides that any number of counties or municipal corporations or a combination of counties and municipal corporations may jointly form an authority to be known as a "joint public safety and judicial facilities authority" for such counties or municipal corporations or both; and

WHEREAS, the City of Sandy Springs ("Sandy Springs") and the City of Johns Creek ("Johns Creek") have been working together to evaluate the possibility of forming a multi-jurisdictional 9-1-1 system and now desire to move forward together in the creation of a joint public safety and judicial facilities authority as provided in the Act for the purpose of creating and implementing a 9-1-1 system to serve the needs of both municipal corporations; and

WHEREAS, the Act provides that before a joint authority may transact any business or exercise any powers, it must be activated by proper ordinance or resolution of each county and municipal corporation involved, each declaring the need for an authority to function in their city and each declaring that such jurisdiction is at the time of the ordinance or resolution imposing a sales tax levied for the purposes of a metropolitan area system of public transportation; and

WHEREAS, the Act further provides that before a joint authority may transact any business or exercise any powers, it must approve an agreement with the other counties or municipal corporations for the activation of an authority and such agreement is executed; and

WHEREAS, the Act provides that control and management of an authority shall be vested in a board of directors whose members shall be residents of the county or municipal corporation, to be appointed by resolution of the governing authority of the county or municipal corporation for a term of four (4) years; and

WHEREAS, the Act provides that a copy of the activating resolution of the governing authority of the county or municipal corporation shall be filed with the Georgia Secretary of State and the Georgia Department of Community Affairs;

NOW THEREFORE, BE IT RESOLVED by the City Council of Sandy Springs as follows:

1. There is hereby determined and declared to be a present and future need for a public safety and judicial facilities authorityto function in Sandy Springs; and

2. Sandy Springs is at the time of this resolution imposing a sales tax levied for the purposes of a metropolitan area system of public transportation; and

3. The individuals listed on the attached Exhibit "A" are hereby appointed to the initial Board of Directors for the joint authority to be created for Sandy Springs and Johns Creek; and

4. The execution, delivery, receipt and due performance of the Intergovernmental Agreement for the Activation of the Joint Public Safety and Judicial Facilities Authority for the Cities of Sandy Springs, Georgia and Johns Creek, Georgia for the Provision of 911 Communications Services in the Cities of Sandy Springs and Johns Creek (the "Agreement") in substantially the form attached hereto as Exhibit "B", and any other certificates or documents as may be required to be executed, delivered, or received in connection with the creation of a 911 system are hereby authorized in order to carry out, give effect to, and consummate the transactions contemplated by the Agreement ; and

5. The City Manager and the City Attorney are hereby authorized to file appropriate documents with the Georgia Secretary of State and the Georgia Department of Community Affairs and to take any and all actions as may be necessary to activate the joint authority and to carry out the terms of the Agreement pursuant to the provisions of the Act.

APPROVED AND ADOPTED this 21st day of October, 2008.

Approved:

Eva Galambos

Eva Galambos, Mayor

Attest:

Tracy Tye

Tracy Tye, Acting City Clerk

(Seal)

EXHIBIT "A"

INITIAL BOARD OF DIRECTORS
FOR JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY

John McDonough, City Manager of City of Sandy Springs, if he is a resident of the City of Sandy Springs and if not, his designee

John Kachmar, City Manager of City of Johns Creek, if he is a resident of the City of Johns Creek and if not, his designee

EXHIBIT "B"

INTERGOVERNMENTAL AGREEMENT
FOR THE ACTIVATION OF THE
JOING PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE
CITIES OF SANDY SPRINGS, GEORGIA AND JOHNS CREEK, GEORGIA
FOR THE PROVISION OF 911 COMMUNICATIONS SERVICES INN
THE CITIES OF SANDY SPRINGS AND JOHNS CREEK
(attached)

RESOLUTION TO ACTIVATE THE JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE CITY OF SANDY SPRINGS AND THE CITY OF JOHNS CREEK, TO APPOINT A BOARD OF DIRECTORS, TO APPROVE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITIES, AND TO PROVIDE FOR FILING OF DOCUMENTS WITH THE GEORGIA SECRETARY OF STATE AND THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS PURSUANT TO O.C.G.A. § 36-75-1, ET SEQ.

WHEREAS, pursuant to O.C.G.A. § 36-75-1, et seq. (the "War on Terrorism Local Assistance Act" or the "Act"), a public body corporate and politic, to be known as the "public safety and judicial facilities authority", is created in and for each county and municipal corporation in the State of Georgia for nonprofit and public purposes; and

WHEREAS, pursuant to the Act a public safety and judicial facilities authority (an "authority") may be activated to acquire, construct, improve, or modify, to place into operation, and to operate or cause to be placed into operation, either as owner of all or any part in common with others, a project or projects, which is defined in the Act as the acquisition, construction, equipping, operation, maintenance, and repairing of county or municipal corporation judicial, detention, or public safety facilities, including facilities used or to be used by or in direct support of management and operation of homeland security, police, fire, rescue, and emergency medical services; and

WHEREAS, the Act provides that any number of counties or municipal corporations or a combination of counties and municipal corporations may jointly form an authority to be known as a "joint public safety and judicial facilities authority" for such counties or municipal corporations or both; and

WHEREAS, the City of Sandy Springs ("Sandy Springs") and the City of Johns Creek ("Johns Creek") have been working together to evaluate the possibility of forming a multi-jurisdictional 9-1-1 system and now desire to move forward together in the creation of a joint public safety and judicial facilities authority as provided in the Act for the purpose of creating and implementing a 9-1-1 system to serve the needs of both municipal corporations; and

WHEREAS, the Act provides that before a joint authority may transact any business or exercise any powers, it must be activated by proper ordinance or resolution of each county and municipal corporation involved, each declaring the need for an authority to function in their city and each declaring that such jurisdiction is at the time of the ordinance or resolution imposing a sales tax levied for the purposes of a metropolitan area system of public transportation; and

WHEREAS, the Act further provides that before a joint authority may transact any business or exercise any powers, it must approve an agreement with the other counties or municipal corporations for the activation of an authority and such agreement is executed; and

WHEREAS, the Act provides that control and management of an authority shall be vested in a board of directors whose members shall be residents of the county or municipal corporation, to be appointed by resolution of the governing authority of the county or municipal corporation for a term of four (4) years; and

WHEREAS, the Act provides that a copy of the activating resolution of the governing authority of the county or municipal corporation shall be filed with the Georgia Secretary of State and the Georgia Department of Community Affairs;

NOW THEREFORE, BE IT RESOLVED by the City Council of Johns Creek as follows:

1. There is hereby determined and declared to be a present and future need for a public safety and judicial facilities authority to function in Johns Creek; and

2. Johns Creek is at the time of this resolution imposing a sales tax levied for the purposes of a metropolitan area system of public transportation; and

3. The individuals listed on the attached Exhibit "A" are hereby appointed to the initial Board of Directors for the joint authority to be created for Sandy Springs and Johns Creek; and

4. The execution, delivery, receipt and due performance of the Intergovernmental Agreement for the Activation of the Joint Public Safety and Judicial Facilities Authority for the Cities of Sandy Springs, Georgia and Johns Creek, Georgia for the Provision of 911 Communications Services in the Cities of Sandy Springs and Johns Creek (the "Agreement") in substantially the form attached hereto as Exhibit "B", and any other certificates or documents as may be required to be executed, delivered, or received in connection with the creation of a 911 system are hereby authorized in order to carry out, give effect to, and consummate the transactions contemplated by the Agreement; and

5. The City Manager and the City Attorney are hereby authorized to file appropriate documents with the Georgia Secretary of State and the Georgia Department of Community Affairs and to take any and all actions as may be necessary to activate the joint authority and to carry out the terms of the Agreement pursuant to the provisions of the Act.

APPROVED AND ADOPTED THIS 27TH day of October, 2008.

Approved:

Michael E. Bodker, Mayor

Attest:

Joan C. Jones, City Clerk

EXHIBIT "A"

INITIAL BOARD OF DIRECTORS FOR JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY

John McDonough, City Manager of City of Sandy Springs, if he is a resident of the City of Sandy Springs and if not, his designee

John Kachmar, City Manager of City of Johns Creek, if he is a resident of the City of Johns Creek and if not, his designee

STATE OF GEORGIA
COUNTY OF FULTON

Resolution 2011-05-15

A RESOLUTION TO APPROVE THE FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR THE ACTIVATION OF THE JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE CITIES OF SANDY SPRINGS, GEORGIA AND JOHNS CREEK, GEORGIA

WHEREAS, the Cities of Sandy Springs, Georgia and Johns Creek, Georgia (hereinafter the "Cities") entered into that certain Intergovernmental Agreement for the Activation of the Joint Public Safety and Judicial Facilities Authority for the Cities of Sandy Springs, Georgia and Johns Creek, Georgia dated October 27, 2008 (the "IGA"); and

WHEREAS, the IGA was entered to provide for the formation of the Joint Public Safety and Judicial Facilities Authority for the Cities of Sandy Springs, Georgia and Johns Creek, Georgia, d/b/a Chattahoochee River 9-1-1 Authority (hereinafter the "Authority"), to perform emergency 9-1-1 call processing and dispatch services for the respective jurisdictions; and

WHEREAS, the Authority became operational on August 31, 2009, and has provided improved service resulting in markedly reduced public safety response times; and

WHEREAS, in the formation of the Authority, the Cities relied upon certain revenue projections for the collection of 9-1-1 telephone fees derived from an independent analysis of the fee structure and implementation of the fee in the jurisdictions; and

WHEREAS, the Cities' combined actual 9-1-1 telephone fee revenues collected by the Authority are anticipated to fall short of projections; and

WHEREAS, the Cities have committed to contributing additional funding on a pro-rata basis in order to assist the Authority in meeting its financial obligations; and

WHEREAS, the Authority is seeking authorization from the Mayor and Council to amend the IGA to incorporate provisions for both the amount of and remittance schedule for the aforementioned funds to the Authority; and

WHEREAS, the Mayor and City Council desire to enter the "First Amendment to Intergovernmental Agreement for the Activation of the Joint Public Safety and Judicial Facilities Authority for the Cities of Sandy Springs, Georgia and Johns Creek, Georgia," a copy of which is attached hereto and incorporated herein, in order to provide for such amendments; and

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Johns Creek that the First Amendment to Intergovernmental Agreement for the Activation of the Joint Public Safety and Judicial Facilities Authority for the Cities of Sandy Springs, Georgia and Johns Creek, Georgia is hereby approved and the Mayor is hereby authorized to execute same.

SO RESOLVED, this the 25th day of May, 2011.

Attest:

Joan C. Jones, City Clerk

Approved:

Michael E. Bodker, Mayor

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR THE ACTIVATION OF THE JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE CITIES OF SANDY SPRINGS, GEORGIA AND JOHNS CREEK, GEORGIA FOR THE PROVISION OF 911 COMMUNICATIONS SERVICES IN THE CITIES OF SANDY SPRINGS AND JOHNS CREEK

THE INTERGOVERNMENTAL AGREEMENT (the "Agreement"), entered into on October 27, 2008, by and between the **CITY OF SANDY SPRINGS, GEORGIA**, a political subdivision of the State of Georgia ("COSS"), and the **CITY OF JOHNS CREEK, GEORGIA**, a political subdivision of the State of Georgia ("COJC") (collectively, the "Participating Cities"), for the activation of the Joint Public Safety and Judicial Facilities Authority ("Authority") for the provision of 911 communications services in Sandy Springs and Johns Creek is hereby amended by the Participating Cities, effective October 27, 2008, as follows:

A. Article 4 entitled "**CAPITALIZATION AND PLEDGED REVENUES**" is amended to include the following:

4.1 Additional Financial Support. Because the Pledged Revenues, as defined herein, are not currently providing sufficient financial support for the payment of all liabilities of the Authority, the Participating Cities agree to provide additional financial support to the Authority as set forth herein. The Participating Cities agree to provide additional financial support to the Authority in the following proportionate shares: COSS agrees to provide sixty-five percent (65%) of the necessary additional financial support and COJC agrees to provide thirty-five percent (35%) of the necessary additional finandal support.

4.2 Annual Review of Shortfall and Utilization of Services. The basis for the distribution of the additional financial support to be provided by the Participating Cities as described herein is based upon the current utilization of Authority services by the respective Participating Cities. The Participating Cities agree to review annually the utilization of services provided by the Authority to the Participating Cities to ensure that the proportionate share of each Participating City as stated herein reflects its utilization. For purposes of this provision, "utilization of services" shall mean the combined volume of dispatched incidents and field-initiated activity across all public safety disciplines for the most recent twelve (12) month period. The Authority consents to provide to the Participating Cities a report of its projected annual shortfall by April 1 of each year that the Participating Cities contribute additional financial support to the Authority.

4.3 Payment Schedule. The Participating Cities agree that each shall deliver one-twelfth (1/12) of its annual contribution to the Authority on or before the 10th day of each month.

All other terms and conditions contained in the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Participating Cities, acting by and through their duly authorized officers, have caused this First Amendment to be executed under their respective seals.

CITY OF SANDY SPRINGS, GEORGIA

By: _____
Mayor Eva Galambos

Date: 5/31/2011

(SEAL)

ATTEST:

_____
City Clerk

CITY OF JOHNS CREEK, GEORGIA

By: _____
Mayor Michael Bodker

Date: 5-18-2011

ATTEST:

_____
City Clerk

Consented to by:

JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE CITIES OF SANDY SPRINGS, GEORGIA AND JOHNS CREEK, GEORGIA

By: _____
Chairman John Kachmar

ATTEST:

_____

STATE OF GEORGIA
COUNTY OF FULTON

RESOLUTION 2014-03-15

RESOLUTION TO AMEND AND APPROVE AN EXTENSION TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SANDY SPRINGS AND THE CITY OF JOHNS CREEK ("IGA") FOR THE PROVISION OF 911 COMMUNICATIONS SERVICES THROUGH CHATCOMM TO PROVIDE FOR A FIVE (5) YEAR TERM EXTENSION PURSUANT TO ARTICLE 6 OF THE IGA

WHEREAS, the City of Sandy Springs ("COSS") and the City of Johns Creek ("COJC") have made and entered into that certain Intergovernmental Agreement for the Activation of The Joint Public Safety and Judicial Facilities Authority for the Cities of Sandy Springs, Georgia and Johns Creek, Georgia (operating as "Chatcomm") for the provision of 911 communications services in the Cities of Sandy Springs and Johns Creek ("IGA"), dated October 27, 2008; and

WHEREAS, the IGA provides at Article 6 that the initial term of the IGA shall be five (5) years, commencing November 1, 2008 and ending on July 1, 2014; and

WHEREAS, Article 6 of the IGA further provides that the term of the IGA may be renewed by the Participating Cities (as defined in the IGA) in additional terms of five (5) years each upon resolutions of the governing bodies of each city; and

WHEREAS, COSS and COJC are currently the only Participating Cities under the IGA; and

WHEREAS, COSS and COJC now desire to renew the IGA for an additional five (5) year period upon the same terms, except for amendment to Article 3 as set forth herein, as the initial five (5) year period, with no right of cancellation by either party prior to the end of the five (5) year period, as provided in Article 6 of the IGA;

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Johns Creek, as follows:

1. The Mayor and Council hereby amend Article 3 of the IGA by striking the current Article 3 and replacing it with the terms as set forth below:

"**Article 3**
GOVERNANCE OF AUTHORITY

Control and management of the Authority shall be vested in a board of directors whose members shall be residents of the respective Participating Cities. Each Participating City shall appoint one director to the board of directors of the Authority; such director shall be nominated by the Mayor and confirmed by the City Council of the respective Participating City. The directors shall receive no

compensation for their services.

The board of directors shall make bylaws and establish rules and regulations for the governing of the Authority and may delegate to one or more of the officers, agents, and employees of the Authority such powers and duties as may be deemed necessary and proper. Bylaws and governance documents shall be subject to the mutual review and approval of the councils of all Participating Cities."

2. The Mayor and Council hereby approve renewal of the IGA for an additional five (5) year period upon the same terms, except for amendment to Article 3 as set forth herein, as the initial five (5) year period, with no right of cancellation by either party prior to the end of the five (5) year period, as provided in Article 6 of the IGA; and

3. The City Manager and City Attorney are hereby authorized to take any and all actions deemed appropriate to effectuate the intent of this resolution.

So Resolved, Approved and Adopted, this the 24th day of March, 2014

Approved:

Michael E. Bodker, Mayor

Attest:

Joan C. Jones, City Clerk

Approved As To Form:

William F. Riley, City Attorney

THIRD AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR THE ACTIVATION OF THE JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE CITIES OF SANDY SPRINGS, GEORGIA AND JOHNS CREEK, GEORGIA FOR THE PROVISION OF 911 COMMUNICATIONS SERVICES IN THE CITIES OF SANDY SPRINGS AND JOHNS CREEK

THIS THIRD AMENDMENT ("Amendment") is entered into by and between the **CITY OF SANDY SPRINGS, GEORGIA**, a body politic and corporate and a political subdivision of the State of Georgia ("COSS"), and the **CITY OF JOHNS CREEK, GEORGIA**, body politic and corporate and a political subdivision of the State of Georgia ("COJC") (collectively the "Participating Cities"), this _____ day of July, 2019, and amends that certain **INTERGOVERNMENTAL AGREEMENT FOR THE ACTIVATION OF THE JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE CITIES OF SANDY SPRINGS, GEORGIA AND JOHNS CREEK, GEORGIA FOR THE PROVISION OF 911 COMMUNICATIONS SERVICES IN THE CITIES OF SANDY SPRINGS AND JOHNS CREEK** ("Agreement"), entered into on October 27, 2008.

WHEREAS, in December, 2010, the Participating Cities entered into a first amendment to the Agreement for the purpose of specifying the terms and conditions for supplemental financial contributions to the Authority; and

WHEREAS, in February, 2014, the Participating Cities entered into an additional amendment to the Agreement for the purpose of extending the initial term of the Agreement for five (5) years, ending on July 1, 2019, pursuant to the provisions of Article 6 of the Agreement; and

WHEREAS, the Participating Cities now desire to amend Article 4 of the Agreement regarding capitalization and pledged revenues of the Authority of the Authority to provide for compensation and consideration to be based on 2020 numbers and based on three (3) years call volume (2016-2018) with three percent (3%) annual escalator years 2021-2024, as shown on Exhibit A attached hereto; and

WHEREAS, the Participating Cities further desire to extend the term of the Agreement for an additional five (5) years, ending on July 1, 2024, pursuant to the provisions of Article 6 of the Agreement; and

WHEREAS, the Participating Cities have authorized the execution of this Amendment through appropriate resolutions adopted by their governing bodies;

NOW, THEREFORE, in consideration of the following mutual obligations, the Participating Cities hereby agree to amend the Agreement, effective July 1, 2019, as follows:

A. At the end of **ARTICLE 4** entitled "**CAPITALIZATION AND PLEDGED REVENUE**", add the following provisions:

4.4 Compensation and consideration for COJC and COSS shall be based on 2020 numbers and based upon three (3) years call volume (2016-2018) with three percent (3%) annual escalator years 2021-2024 (See Exhibit A).

4.5 COJC and COSS shall share any compensation surplus or short fall equally as follows:

Fifty percent (50%) to COJC and fifty percent (50%) to COSS.

B. **ARTICLE 6** entitled "**TERM OF AGREEMENT**" is deleted in its entirety and replaced with the following:

The initial term of this Agreement shall commence on November 1, 2008 and end at 24:00 hours on July 1, 2024. The Participating Cities understand and agree that this Agreement may not be cancelled by any party prior to the end of the term described above for any reason. This Agreement may be renewed by the Participating Cities in additional terms of five (5) years each upon resolutions of the governing bodies of each city.

[signature page for Third Amendment]

IN WITNESS WHEREOF, the Participating Cities, acting by and through their duly authorized officers, have caused this Third Amendment to be executed under their respective seals.

CITY OF SANDY SPRINGS, GEORGIA

By: _____
Mayor Rusty Paul

Date: 7/29/19

ATTEST:

_____
City Clerk

CITY OF JOHNS CREEK, GEORGIA

By: _____
Mayor Michael Bodker

Date: 7/24/19

(SEAL)

ATTEST:

_____
City Clerk

Consented to by:

JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE CITIES OF SANDY SPRINGS, GEORGIA AND JOHNS CREEK, GEORGIA

By: _____
Chairman Wendell Willard

July 30, 2019

(SEAL)

ATTEST:

_____
Secretary

EXHIBIT A
CHATTAHOOCHEE RIVER 911 AUTHORITY FY 2020 - FY 2024
PROPOSED BUDGET

CHATTAHOOCHEE RIVER 911 AUTHORITY
FY 2020 - FY 2024 PROPOSED BUDGET

REVENUES:			2019 Budget	2020 Budget	2021 Budget	2022 Budget	2023 Budget	2024 Budget
86030	336022	CITY OF BROOKHAVEN SUBSCP	1,075,000	1,306,651	1,345,851	1,386,226	1,427,813	1,470,647
86030	336021	CITY OF DUNWOODY SUBSCP	1,125,000	1,198,616	1,234,574	1,271,611	1,309,760	1,349,052
		CITY OF DUNWOODY E911 PAYMENT	0	100,000	0	0	0	0
86030	336020	JOHNS CREEK E911 FEES	1,650,000	1,794,583	1,848,420	1,903,873	1,960,989	2,019,819
86030	336050	SANDY SPRINGS E911 FEES	2,950,000	3,030,101	3,121,004	3,214,634	3,311,073	3,410,405
86030	336090	JOHNS CREEK SUPPLEMENT	81,834	0	(46,989)	164,595	(147,209)	(186,376)
86030	336091	SANDY SPRINGS SUPPLEMENT	134,666	0	(46,989)	164,595	(147,209)	(186,376)
86030	381000	RENTAL INCOME	27,227	0	0	0	0	0
		TOTAL REVENUES	**7,043,728**	**7,429,950**	**7,455,869**	**8,105,534**	**7,715,216**	**7,877,172**

EXPENDITURES:			2019 Budget	2020 Budget	2021 Budget	2022 Budget	2023 Budget	2024 Budget
8603810	521201	iXP BASE CONTRACT	6,425,928	6,924,250	6,802,972	7,441,731	7,040,220	7,190,691
8603810	521210	PROF SVCS-AUDIT	12,000	12,000	12,000	12,000	12,000	12,000
8603810	521250	PROF SVCS-LEGAL	27,600	27,600	27,600	27,600	27,600	27,600
8603810	521275	MEDICAL DIRECTION	72,000	72,000	72,000	72,000	72,000	72,000
8603810	521300	TECHNICAL SERVICES	72,000	72,000	72,000	72,000	72,000	72,000
8603810	523100	LIABILITY INSURANCE	80,000	82,400	84,872	87,418	90,041	92,742
8603810	523900	TRUNKING CHARGES	0	0	0	0	0	0
8603810	523200	RENT	319,200	189,700	334,425	342,786	351,355	360,139
8603810	542400	CAPITAL EQUIPMENT	0	0	0	0	0	0
8603810	579000	CONTINGENCY	35,000	50,000	50,000	50,000	50,000	50,000
		TOTAL EXPENDITURES	**7,043,728**	**7,429,950**	**7,455,869**	**8,105,534**	**7,715,216**	**7,877,172**
NET CHANGE IN FUND BALANCE			**0**	**0**	**0**	**0**	**0**	**0**
FUND BALANCE BEGINNING OF YEAR			**0**	**0**	**0**	**0**	**0**	**0**
FUND BALANCE END OF YEAR			**0**	**0**	**0**	**0**	**0**	**0**

3-Year Call Volume
3% Annual Escalator

FOURTH AMENDMENT
TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF SANDY SPRINGS
AND
THE CITY OF JOHNS CREEK
FOR
THE ACTIVATION OF THE JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY ANDTHE PROVISION OF 911 COMMUNICATIONS SERVICES

THIS FOURTH AMENDMENT ("Fourth Amendment") to that certain agreement dated October 27, 2008 by and between the CITY OF SANDY SPRINGS, GEORGIA, a Georgia municipal corporation ("COSS") and the CITY OF JOHNS CREEK, GEORGIA, a Georgia municipal corporation ("COJC") (collectively the "Participating Cities"), is entered into by the Participating Cities and shall be effective the day is shall have been executed by the Participating Cities (the "Effective Date").

WHEREAS, in December 2010, the Participating Cities entered into the First Amendment to the Intergovernmental Agreement (the "Agreement") for the purpose of specifying the terms and conditions for supplemental financial contributions to the Joint Public Safety and Judicial Facilities Authority for the Cities of Sandy Springs and Johns Creek (the "Authority"); and

WHEREAS, in February 2014, the Participating Cities entered into the Second Amendment to the Agreement for the purpose of extending the initial term of the Agreement for five (5) additional years, ending on July 1, 2019, pursuant to the provisions of Article 6 of the Agreement; and

WHEREAS, in July 2019, the Participating Cities entered into the Third Amendment to the Agreement regarding capitalization and pledged revenues of the Authority and for the purpose of extending the initial term of the Agreement for five (5) additional years, ending on July 1, 2024, pursuant to the provisions of Article 6 of the Agreement; and

WHEREAS, the Participating Cities now desire to amend Article 4 of the Agreement regarding capitalization and pledge revenue of the Authority to provide for compensation and consideration to be based on 2023 numbers and based on three (3) years call volume (2019, 2022-2023) with three percent (3%) annual escalator years 2026-2029, as shown in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, the Participating Cities further desire to extend the term of the Agreement for an additional five (5) years, ending on July 1, 2029, pursuant to the provisions of Article 6 of the Agreement; and

WHEREAS, the Participating Cities have authorized the execution of this Amendment through appropriate resolutions adopted by their governing bodies.

NOW, THEREFORE, in consideration for the following mutual obligations set forth below, and other good and valuable consideration, the adequacy of which is hereby acknowledged, the Participating Cities herby agree as follows: as follows:

AMENDMENT TO ARTICLE 4. Article 4 (Paragraph 4) of the Agreement entitled "Capitalization and Pledged Revenue" is hereby AMENDED as follows:

CAPITALIZATION AND PLEDGED REVENUE (PARAGRAPH 4).

Compensation and consideration for COJC and COSS shall be based on 2023 numbers and based upon three (3) years call volume (2019, 2022-2023) with three percent (3%) annual escalator years 2026-2029 (See Exhibit "A").

AMENDMENT TO ARTICLE 6. Article 6 of the Agreement entitled "Term of Agreement" is hereby AMENDED as follows:

This Agreement shall be effective for an initial term (the "Initial Term") commencing at midnight on the 1st day of November, 2008, and termination at midnight on the 1st day of July, 2029. The Participating Cities understand and agree that this Agreement may not be cancelled by any party prior to the end of the term described above for any reason. This Agreement shall be renewed by the Participating Cities in additional terms of five (5) years each upon resolutions of the governing bodies of each Party.

I. **NON-ASSIGNABILITY.** Participating Cities to this Agreement shall not assign any of the obligations or benefits of the Agreement.

II. **ENTIRE AGREEMENT.** The Participating Cities acknowledge, one to the other, that the terms of this Agreement constitutes the entire understanding and agreement of the Participating Cities regarding the subject matter of this Agreement.

III. **AMENDMENT.** This Agreement may be modified at any time upon mutual written consent by resolution of the councils of the of Participating Cities.

IV. **SEVERABILITY.** If a court of competent jurisdiction renders any provisions of this Agreement (or any portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion were not part of this Agreement.

V. **BINDING EFFECT.** This Agreement shall inure to the benefit of, and be binding upon, the respective Participating Cities' successors, heirs and assigns.

{SIGNATURE PAGE TO FOLLOW}

IN WITNESS WHEREOF, the Participating Cities, acting by and through their duly authorized officers, have caused this Fourth Amendment to be executed under their respective seals.

CITY OF SANDY SPRINGS, GEORGIA

By: _____
Russell K. Paul, Mayor

_____
Date of Execution

ATTEST:

By: _____
Raquel D. González, City Clerk

{SEAL}

APPROVED AS TO FORM:

By: _____
Daniel W. Lee, City Attorney

CITY OF JOHNS CREEK, GEORGIA

By: _____
John Bradberry, Mayor

_____
Date of Execution

ATTEST:

By: _____
Allison Tarpley, City Clerk

{SEAL}

By: _____
City Attorney

CONSENTED TO BY:

JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE CITIES OF SANDY SPRINGS, GEORGIA AND JOHNS CREEK, GEORGIA

By: _____

_____
Date of Execution

Name: _____

Title: _____

ATTEST:

By: _____
{SEAL}

EXHIBIT A
CHATTAHOOCHEE RIVER 911 AUTHORITY FY2026-2029
PROPOSED BUDGET

Chattahoochee River 911 Authority
CHATCOMM

FISCAL YEAR 2025

PROPOSED BUDGET

Exhibit A

Chattahoochee River 911 Authority

FY 2025 PROPOSED BUDGET

REVENUES:			2020 Actual	2021 Actual	2022 Actual	2023 Actual	2024 Projected	2020 Budget	2021 Budget	2022 Budget	2023 Budget	2024 Budget	2025 Proposed Budget	% of Change
86030	336020	JOHNS CREEK E911 FEES	1,920,509	1,934,408	1,900,614	2,084,971	1,984,709	1,794,585	1,848,420	1,903,873	1,960,989	2,019,819	2,487,759	23.167%
86030	336021	CITY OF DUNWOODY SUBSCRIPTION	1,286,347	1,231,578	1,234,574	1,309,759	1,349,052	1,292,480	1,234,574	1,271,611	1,309,759	1,349,052	1,606,546	19.087%
86030	336031	CITY OF BROOKHAVEN SUBSCRIPTION	1,268,042	1,345,851	1,386,226	1,427,813	1,470,647	1,287,345	1,345,851	1,386,226	1,427,813	1,470,647	2,291,309	55.803%
86030	336050	SANDY SPRINGS E911 FEES	3,210,630	3,424,230	2,999,171	3,993,901	3,791,528	3,030,100	3,121,003	3,214,634	3,311,073	3,410,405	4,045,475	18.622%
86030	336090	JOHNS CREEK SUPPLEMENT	-	-	-	-	-	13,470	(60,603)	164,595	(38,490)	192,556	0.00	-100.00%
86030	336091	SANDY SPRINGS SUPPLEMENT	-	-	-	-	-	13,470	(60,603)	164,595	(57,350)	300,915	0.00	-100.00%
86030	381000	RENTAL INCOME	24,958	27,227	27,227	27,227	27,227	-	27,227	-	27,227	27,227	27,227	0.000%
		TOTAL REVENUES	**7,710,486**	**7,963,294**	**7,547,812**	**8,843,672**	**8,623,163**	**7,431,450**	**7,455,869**	**8,105,534**	**7,941,021**	**8,770,622**	**10,458,316**	**19.243%**

EXPENDITURES:			2020 Actual	2021 Actual	2022 Actual	2023 Actual	2024 Projected	2020 Budget	2021 Budget	2022 Budget	2023 Budget	2024 Budget	2025 Proposed Budget	% of Change
8603810	521200	iXP BASE CONTRACT	6,960,682	7,095,731	7,049,006	5,612,983	5,739,080	6,924,250	6,811,176	7,441,731	5,612,983	5,905,245	6,221,520	5.356%
8603810	521201	PROF SVCS-TECHNICAL	-	56,220	-	1,906,769	2,047,766	-	-	-	1,679,740	2,117,700	3,535,902	66.969%
8603810	521210	PROF SVCS-AUDIT	12,770	14,655	14,285	20,925	29,810	13,500	12,000	12,000	15,000	30,000	35,000	16.667%
8603810	521250	PROF SVCS-LEGAL	36,737	35,675	16,186	13,000	7,489	27,600	27,600	27,600	25,000	27,600	30,000	8.696%
8603810	521275	MEDICAL DIRECTION	71,061	73,726	75,857	81,282	84,347	72,000	72,000	72,000	80,000	86,375	92,781	7.417%
8603810	521300	TECHNICAL SERVICES	77,216	71,249	71,249	71,249	71,249	72,000	72,000	72,000	72,000	72,000	-	-100.000%
8603810	522310	BUILDING OPERATING LEASE	174,168	378,999	338,346	382,460	392,681	189,700	334,425	342,785	351,355	392,268	402,365	2.574%
8603810	523100	LIABILITY INSURANCE	76,805	54,880	55,518	59,326	66,027	82,400	84,872	87,418	53,743	66,634	75,747	13.676%
8603810	523955	BANK SERVICE FEES	-	479	3,082	3,728	4,014	-	-	-	3,600	4,800	5,000	4.167%
8603810	531100	GEN SUPPLIES & MATERIALS	13,718	5,409	908	4,295	1,450	-	-	-	5,000	5,000	10,000	100.00%
8603810	579000	CONTINGENCY	-	-	1,758	1,758	-	50,000	41,796	50,000	42,600	63,000	50,000	-20.635%
		TOTAL EXPENDITURES	**7,423,157**	**7,787,023**	**7,626,195**	**8,157,774**	**8,443,912**	**7,431,450**	**7,455,869**	**8,105,534**	**7,941,021**	**8,770,622**	**10,458,316**	19.243%
NET CHANGE IN FUND BALANCE			**287,330**	**176,271**	**(78,383)**	**685,898**	**179,250**	**-**	**-**	**-**	**-**	**-**	**-**	
FUND BALANCE BEGINNING OF YEAR			**57,464**	**344,794**	**521,065**	**1,343,381**	**2,068,226**							
FUND BALANCE END OF YEAR			**344,794**	**521,065**	**442,682**	**2,029,279**	**2,247,476**							

City	2019 Call Volume	2022 Call Volume	2023 Call Volume	Call Volume Average
JOHNS CREEK SUPPLEMENT	36.64%	40.16%	39.61%	38.09%
SANDY SPRINGS SUPPLEMENT	63.36%	59.84%	60.39%	61.91%
JOHNS CREEK CALL VOLUME	21.84%	24.78%	24.04%	23.89%
SANDY SPRINGS CALL VOLUME	37.77%	36.92%	36.66%	38.84%
DUNWOOODY CALL VOLUME	16.00%	14.21%	14.65%	15.36%
BROOKHAVEN CALL VOLUME	24.39%	24.09%	24.64%	21.91%
TOTAL	**100.00%**	**100.00%**	**100.00%**	**100.00%**

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF 911 EMERGENCY COMMUNICATION SERVICES BETWEEN FULTON COUNTY, GEORGIA and THE CITY OF CHATTAHOOCHEE HILLS, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), by and between Fulton County, Georgia (hereinafter "County"), a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and the City of Chattahoochee Hills, Georgia (hereinafter "City"), a municipality if the State of Georgia, entered into this 1st day of January 2023.

WITNESSETH:

WHEREAS, the Fulton County Board of Commissioners has previously entered into the Agreement with the City to provide use of the Fulton County Radio Communications System for a period of three (3) years; and

WHEREAS, the Georgia Constitution, ARTICLE IX, § 2, ¶ 3, except as otherwise provided by law, prohibits cities and counties from exercising governmental authority within each other's boundaries except by Intergovernmental Agreement; and

WHEREAS, the County and the City desire to enter into a new Intergovernmental Agreement (the "911 IGA") for the County to provide a public safety answering point within the boundaries of the City for a term of twelve (12) months from January 1, 2023, through and including December 31, 2023, with three (3) automatic renewals commencing on January 1 of each successive year; and

WHEREAS, the 911 IGA establishes the cost of Enhanced 911 Emergency call reception and public safety radio dispatch services to be provided by the County to the City pursuant to this Agreement; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereunto agree as follows:

ARTICLE 1

PURPOSE AND INTENT

1.1 The purpose of this Agreement is to provide the vital and necessary communications link between the City of Chattahoochee Hills citizens and the Fulton County Department of Emergency Services-911 through use of the County's consolidated 911 call reception and radio dispatching of requests of public safety services for a term of twelve (12) months from January 1, 2023, at 0000 hours and concluding at 2400 hours on December 31, 2023, with three (3) automatic renewals commencing on January 1 of each successive year. This Agreement shall terminate at 2400 hours on December 31, 2026.

1.2 Fulton County, therefore, agrees to provide the City of Chattahoochee Hills with courteous, efficient, and accessible E911 and public safety radio dispatch services to requests for assistance from citizens involving emergencies, non-emergencies, and response to natural and man-made disasters, for the term prescribed in this Agreement, consistent with the overall quality of services provided throughout the County.

ARTICLE 2

DEFINITIONS

For the purposes of this Agreement, the following terms shall be defined as:

2.1 ***Call for Service*** means a request received from the public through the County's public safety answering point, Enhanced 911 system, requiring emergency or non-emergency Police Department, Fire Department, or Ambulance pre-hospital care response or assistance in response to natural and man-made incidents.

2.2 ***Communications Officer*** means any employee of the Fulton County Department of Emergency Services-911, who has successfully completed the basic training course required by O.C.G.A. § 35- 8- 23, to receive, process, or transmit public safety information and dispatch law enforcement officers, firefighters, medical personnel, or emergency management personnel.

2.3 ***Contract Administrators*** means the Director of the Fulton County Department of Emergency Services-911, or the designee of such Director for the COUNTY, and the City Administrator, or the designee of such Administrator of the CITY. The primary responsibilities of the Contract Administrators are to coordinate and communicate with each other and to manage and supervise execution and completion of the terms and conditions of this Agreement as set forth herein. In the Administration of the Agreement, as contrasted with matters of policy, all parties may rely on the instructions and determinations made by the

Contract Administrators: provided, however, that such instructions and determinations do not increase the obligations of the COUNTY or the CITY hereunder.

2.4 ***Emergency Communications Services*** means the receipt of incoming calls for service through the enhanced 911 telephone system for emergency and non-emergency requests for medical, police, fire, and other public safety services, and initiation of the appropriate response action. The service also includes the coordination of requests for support and auxiliary services from field units and refers crimes and incidents not requiring an on-scene investigation by a field unit to the appropriate police between citizens and Fulton County Department of Emergency Services 911 through consolidated, Enhanced 911 call reception and radio dispatching of requests for public safety services. The Countywide APCO P25 Phase 2 Digital 800MHz trunked radio system (hereinafter "County 800 MHz Radio System") is the primary method of dispatching calls for service to field units and private ambulance services.

2.5 ***Emergency 911 ("Department")*** means that unit of Fulton County Government responsible for emergency communications services, including answering all telephone 911 calls for emergency service and dispatching police, fire and medical services to the proper locations. The Department also maintains the County APCO P25 Phase 2 Digital 800 MHz radio system to ensure the vital communications link between the citizens and the delivery of service by the appropriate agency is not interrupted.

2.6 ***Emergency Medical Priority Dispatch System*** means that system employed by Fulton County to process medical calls and provide callers with pre-arrival instructions.

2.7 ***Enhanced 911 Emergency Telephone Number System*** means that system which provides County Emergency Communications personnel the telephone number, name, and address of the telephone subscriber, and other pertinent information on any 911 calls placed within Fulton County.

2.8 ***Fire Department*** means the City of Chattahoochee Hills Fire/EMS Department.

2.9 ***Police Department*** means the City of Chattahoochee Hills Police Department.

2.10 ***Public Safety Answering Point ("PSAP")*** means an emergency communications dispatch operation, responsible for answering all telephone 911 calls, employing technologies such as trunked radio, Enhanced 911, Computer Aided Dispatch ("CAD") and Mobile Data.

2.11 ***Staffing Levels*** means the availability of communications officers to handle calls for service from the City of Chattahoochee Hills. Specific positions or individuals cannot be identified inasmuch as the number of dispatchers is based on call volume

and incoming calls for service are processed by the first available call taker regardless of where the call originates, which is intended to reflect that same level being provided to the area by operation of the County budget.

ARTICLE 3

TERM OF AGREEMENT

The initial term of this Agreement is for twelve (12) months, from January 1, 2023, at 0000 hours and concluding December 31, 2023, with three (3) automatic renewals commencing on January 1 of each successive year. This Agreement shall terminate at 2400 hours on December 31, 2026. At the conclusion of the last term (2400 hours on December 31, 2026), the City will be solely responsible for providing all public safety answering point services within City boundaries, unless extended by mutual agreement approved by both governing bodies. The parties will meet on or before December 31, 2026, to review service under this Agreement and consider proposed modifications of the term. Any such proposal change is subject to consideration and approval of the Fulton County Board of Commissioners and the City of Chattahoochee Hills City Council.

The parties agree that the City may, at any time, upon sixty (60) days notice to the County, terminate this Agreement upon its determination that it wishes to provide its own emergency communications services or provide emergency communications services by other means.

ARTICLE 4

COMPENSATION AND CONSIDERATION

4.1 For the emergency communications services to be rendered pursuant to this Agreement, based upon the call volume described herein below in sub-paragraph 5.4, the County is entitled to impose and retain a monthly 911 charge upon each wired and wireless telephone subscriber served by the County's 911 service, as provided by O.C.G.A. § 46- 5- 134. Additionally, the County is entitled to impose and retain an annual subsidy from the City in the amount of **$57,000.00**. Nothing in this Agreement shall preclude the County's right to continue to collect such fees for 911 access and services performed during the term hereof as it relates to calls originating from within the City of Chattahoochee Hills.

4.2 The County agrees to provide an invoice representing the full amount of the subsidy owed by the City for the term of this Agreement and subsequent invoices for any renewals of the Agreement within thirty (30) days of the execution of the Agreement or each renewal of the Agreement as applicable. The City agrees to promptly remit full payment of the invoiced amount within (30) days of receipt of the invoice from the County. A late payment penalty will accrue at the rate of one percent (1%) per month or part thereof for any payment that is delinquent.

ARTICLE 5

EMERGENCY COMMUNICATIONS SERVICES

5.1 The County operates a consolidated public safety answering point in its Emergency Communications Center on a 24-hour basis, 365 days per year, staffed in two (2) 12-hour shifts each day from which the services contemplated under this Agreement will be rendered. The Communications Officers receive citizens' requests for service, process those requests, dispatch emergency units as appropriate, and monitor Police, Fire, and EMS activities. The Emergency Medical Priority Dispatch System is employed to process medical calls and provide callers with pre-arrival instructions.

5.2 Based upon the volume of calls originating from within the City of Chattahoochee Hills, provisions of emergency communications services provided by communications officers shall be as furnished in the positions of call takers, dispatchers, and supervisors during day, and morning shifts and may be modified by the Director of Fulton County Department of Emergency Services 911 from time to time as needs arise. These staffing positions represent the global level necessary for a complete 24-hour period in Fulton County.

5.3 The Director of Fulton County Department of Emergency Services 911 may utilize overtime to fill temporary vacancies caused by, but not limited to: sick or annual leave issues, temporary disability, relief of duty, and Family Medical Leave Act absences. The financial costs associated with overtime utilized to fill such vacancies will be the sole responsible of the County.

5.4 The nature of the wide-ranging (both emergency and non-emergency), continuous and multitudinous nature of the calls received by a large metropolitan Public Safety Answering Point (PSAP) like the Fulton County Department of Emergency Services 911, makes it difficult to assign an "average call answer time." However, it is the objective of the Department to respond, on average, to 911 calls emanating from the City of Chattahoochee Hills with an average ten (10) second call answer time for emergency calls for service 90% of the time. Exceptions would be unpredictable system overload, declared disaster, or disruption in voice or data transmission.

ARTICLE 6

EQUIPMENT

The County shall furnish and maintain in good working condition for the benefit of the City, all necessary 800 MHz digital radio emergency communication facilities and equipment necessary and proper for the purpose of performing the services, duties, and responsibilities described in this Agreement.

ARTICLE 7

EMPLOYMENT STATUS

7.1 All emergency communications officers, as well as any other Fulton County personnel assigned under this Agreement, are and will continue to be employees of the County for all purposes, including but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions. All emergency communications employees will continue to report under the management structure established in the Fulton County Department of Emergency Services 911.

7.2 In the event the City Administrator becomes dissatisfied with the performance of any sworn or civilian personnel performing emergency communications services on behalf of the City, the City Administrator shall discuss the concerns with the Director of the Fulton County Department of Emergency Services 911.

7.3 Fulton County Department of Emergency Services 911 employees will not be specifically assigned as call takers for the City of Chattahoochee Hills, because the County operates a consolidated center, the E911 telephone equipment routes calls from anywhere in the County to the first available call taker. Any other method of staff deployment would reduce the service level and adversely impact all citizens of Fulton County, including the City of Chattahoochee Hills. Accordingly, the number of employees needed by call volume from Chattahoochee Hills has been estimated, but not assigned to specific employees.

ARTICLE 8

RECORDKEEPING AND REPORTING

8.1 The Police and Fire Department Records Sections are the central repository for all police and fire department records and are available public records as defined by the Georgia Open Records Act, O.C.G.A. § 50- 18- 70, *et seq.*

8.2 The Director of the Fulton County Department of Emergency Services 911 shall prepare and deliver monthly reports to the City Administrator. The reports shall describe the volume of 911 calls for service, identification of police, fire, or EMS, and answer speed for calls originating within the City of Chattahoochee Hills.

8.3 Except as limited by provision of state or federal law, the City may request, review, and access data and County records, at a mutually agreed upon time and place, to ensure compliance with this Agreement.

ARTICLE 9

ANCILLARY SERVICES

9.1 The County must provide a variety of ancillary services incumbent on a large metropolitan public safety answering point. These services will be provided to the City pursuant to this Agreement, the consideration for which has been calculated as part of the payment provided in Article 4.

9.2 In addition to E911 reception and radio dispatch, ancillary services provided by the Department of Emergency Services 911 include technical operations, administration, quality assurance, training, and preparing and planning for, responding to, and recovering from emergencies or disasters.

9.3 During the operation of this Agreement, the County will continue to provide administrative services, cost allocation, facilities maintenance, fiscal management, general operating supplies, human resources, information systems, maintenance, public information, purchasing, utilities and other critical services attendant to the operation of a public safety answering point.

9.4 During the term of this Agreement, the County will continue to administer the 911 Advisory Committee as required by O.C.G.A. § 46-5-136. The City of Chattahoochee Hills will be required to participate in committee meetings, as well as utilize the committee for the City's compliance with the requirements as provided for within state law.

ARTICLE 10

CITY- COUNTY RELATIONS

10.1 The Director of the Fulton County Department of Emergency Services 911, or his/her designee, will notify the County Manager and City Administrator in the event of a significant emergency communications or emergency management situation within the City. The Director of Fulton County Department of Emergency Services 911 and the City Administrator shall designate the kinds of incidents that are to be considered "significant" by a memorandum. In the event no memorandum is executed, the City Administrator shall be notified consistent with the notification by the Fulton County Department of Emergency Services 911 to the County Manager.

10.2 At the request of the City Administrator, the Director of the Fulton County Department of Emergency Services 911 or that official's designee shall be available to attend City Council meetings on an "as needed" basis.

10.3 The County shall be the sole provider of public safety answering point services during the operation of this Agreement.

ARTICLE 11

TRANSITION

11.1 In the event of the termination or expiration of this Agreement, the County and the City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from County to a municipal public safety answering point and to maintain the same high quality of 911 and emergency medical response provided by this Agreement for the residents, businesses, and visitors of the City.

11.2 The Director of the Fulton County Department of Emergency Services 911 or his/her designee shall present a summary report to the City Council within sixty (60) days of the conclusion of this Agreement to facilitate the transition to the City's PSAP.

11.3 The County and the City agree that ninety (90) days prior to the expiration of this Agreement, the City Administrator and County Manager will meet and confer to affect a smooth transition.

ARTICLE 12

INDEMNIFICATION

12.1 It is the intent of the parties to be covered under the auspices of the immunity granted by O.C.G.A. § 46- 5- 131. Only to the extent permitted by law and in the event O.C.G.A. § 46- 5- 131 is deemed inapplicable, shall the City defend, indemnify, and hold harmless the County and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or it officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by the City, its employees, officers, and agents. The County shall promptly notify the City of each claim, assert all statutory defenses, cooperate with the City in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the City's participation.

12.2 The immunity and indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

ARTICLE 13

EVENT OF DEFAULT

13.1 An event of default shall mean a material breach of this Agreement by the County as follows:

13.1.1 The County repeatedly disregards local priorities established by the City Administrator which the County is required to observe by the Agreement, and which have been communicated in writing by action of the City Council to the County on more than one occasion.

13.1.2 The County does not maintain sufficient personnel in the Department of Emergency Services 911 to handle the volume of 911 calls as required by Article 5.

13.1.3 The County consistently fails to meet the levels of service outlined in Article 5, which failure has been communicated in writing by action of the City Council to the County on more than one occasion.

13.2 An event of default shall mean a material breach of this Agreement by the City as follows:

13.2.1 Failure of the City to establish specific objectives, written and attainable local priorities for local emergency communication services activities and transmit the same to the Director of the Fulton County Department of Emergency Services 911.

13.2.2 Failure of the City to remit timely payment of any subsidy amount payable pursuant to Article 4 of this Agreement.

ARTICLE 14

TERMINATION AND REMEDIES

14.1 The City or the County may terminate this Agreement only for an event of default, or as outlined in Article 3, Term of Agreement, unless the default is cured as provided in this Article.

14.2 If an event or default occurs, in the determination of the City, the City shall notify the County in writing; specify the basis for the default and advise the County that the default must be cured to the City's reasonable satisfaction within a sixty (60) day period. The City may grant additional time to cure the default, as the City may deem appropriate, without waiver of any of the City's rights, so long as the County has commenced curing the default and is effectuating a cure with diligence and

continuity during the sixty (60) day period, or any longer period which the City prescribes.

14.3 If an event of default occurs, in the determination of the County, the County may notify the City in writing, specify the basis for the default and advise the City that the default must be cured to the County's reasonable satisfaction within a sixty (60) day period; except that for events of default related to the payment of fees, the cure period is reduced to thirty (30) days. The County may grant additional time to cure the default, as the County may deem appropriate, without waiver of any of the County's rights, so long as the City has commenced curing the default and is effectuating a cure with diligence and continuity during the sixty (60) day period (30 days for payments) or any longer period which the County prescribes.

14.4 In the event that either party breaches a material term of condition of this Agreement, other than an event of default, the party in breach, upon receipt of a written request from the non-breaching party, shall remedy the breach within thirty (30) days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching party may utilize the remedies of declaratory judgment, specific performance, mandamus or injunctive relief to compel the breaching party to remedy the breach.

14.5 The parties reserve all available remedies afforded by law to enforce any term of condition of this Agreement.

ARTICLE 15

AMENDMENTS

This Agreement may be modified at any time during the term by mutual written consent of both parties.

ARTICLE 16

NOTICES

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County:

Richard "Dick" Anderson, County Manager
141 Pryor Street, S.W.,
Suite 1000
Atlanta, Georgia 30303
404-612-8335
404-612-0350 (facsimile)

With a copy to:

Soo Jo, County Attorney
141 Pryor Street, S.W.,
Suite 4038
Atlanta, Georgia 30303
404-612-0235
404-730-6324 (facsimile)

If to the City:

Tom Reed, Mayor
City of Chattahoochee Hills
6505 Rico Road
Chattahoochee Hills, Georgia 30268
770-463-8881

Rob Rokovitz, City Manager
City of Chattahoochee Hills
6505 Rici Road
Chattahoochee Hills, Georgia 30268

Jim Little, Chief of Police
6505 Rico Road
Chattahoochee Hills, Georgia 30268
770-463-6576
770-463-8550

Greg Brett, Fire Chief
6505 Rico Road
Chattahoochee Hills, GA 30268
770-463-1592
770-463-8550

ARTICLE 17

NON- ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 18

ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and agreement of the parties regarding the subject matter of the Agreement.

ARTICLE 19

SEVERABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effects as if the invalid provision or portion of the provision were not part of this Agreement.

ARTICLE 20

BINDING EFFECT

This Agreement shall insure to the benefit of, and be binding upon, the respective parties' successors

ARTICLE 21

COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

WHEREFORE, the parties have read and understood the terms of this agreement, they do hereby agree to such terms by execution of their signatures on the next page.

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals

FULTON COUNTY, GEORGIA

Robb L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier, Clerk (SEAL)
Clerk to the Commission

APPROVED AS TO FORM:

Soo Jo
County Attorney

APPROVES AS TO SUBSTANCE:

Chris Sweigart, Director
Department of Emergency Services 911

CHATTAHOOCHEE HILLS, GEORGIA

Tom Reed, Mayor
City of Chattahoochee Hills

ATTEST:

Dana Wicher, City Clerk (Seal)
City of Chattahoochee Hills

APPROVED AS TO SUBSTANCE

Rob Rokovitz, City Manager
City of Chattahoochee Hills

Jim Little, Chief of Police
City of Chattahoochee Hills

Greg Brett, Fire Chief
City of Chattahoochee Hill

APPROVED AS TO FORM:

City Attorney

ITEM #22-0915 RM 12/7/22
REGULAR MEETING

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF 911 EMERGENCY COMMUNICATION SERVICES BETWEEN FULTON COUNTY, GEORGIA and THE CITY OF FAIRBURN, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), by and between Fulton County, Georgia (hereinafter "County"), a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and the City of Fairburn, Georgia (hereinafter "City"), a municipality of the State of Georgia, entered into this 1st day of January, 2023.

WITNESSETH:

WHEREAS, the Fulton County Board of Commissioners has previously entered into the Agreement with the City to provide use of the Fulton County Radio Communications System for a period of three (3) years; and

WHEREAS, the Georgia Constitution, ARTICLE IX, § 2, ¶ 3, except as otherwise provided by law, prohibits cities and counties from exercising governmental authority within each other's boundaries except by Intergovernmental Agreement; and

WHEREAS, the County and the City desire to enter into a new Intergovernmental Agreement (the "911 IGA") for the County to provide a public safety answering point within the boundaries of the City for a term of twelve (12) months from January 1, 2023, through and including December 31, 2023, with three (3) automatic renewals commencing on January 1 of each successive year; and

WHEREAS, the 911 IGA establishes the cost of Enhanced 911 Emergency call reception and public safety radio dispatch services to be provided by the County to the City pursuant to this Agreement; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereunto agree as follows:

ARTICLE 1

PURPOSE AND INTENT

1.1 The purpose of this Agreement is to provide the vital and necessary communications link between the City of Fairburn citizens and the Fulton County Department of Emergency Services-911 through use of the County's consolidated 911 call reception and radio dispatching of requests of public safety services for a term of twelve (12) months from January 1, 2023, at 0000 hours and concluding at 2400 hours on December 31, 2023, with three (3) automatic renewals commencing on January 1 of each successive year. This Agreement shall terminate at 2400 hours on December 31, 2026.

1.2 Fulton County, therefore, agrees to provide the City of Fairburn with courteous, efficient, and accessible E911 and public safety radio dispatch services to requests for assistance from citizens involving emergencies, non-emergencies, and response to natural and man-made disasters, for the term prescribed in this Agreement, consistent with the overall quality of services provided throughout the County.

ARTICLE 2

DEFINITIONS

For the purposes of this Agreement, the following terms shall be defined as:

2.1 ***Call for Service*** means a request received from the public through the County's public safety answering point, Enhanced 911 system, requiring emergency or non-emergency Police Department, Fire Department, or Ambulance pre-hospital care response or assistance in response to natural and man-made incidents.

2.2 ***Communications Officer*** means any employee of the Fulton County Department of Emergency Services-911, who has successfully completed the basic training course required by O.C.G.A. § 35- 8- 23, to receive, process, or transmit public safety information and dispatch law enforcement officers, firefighters, medical personnel, or emergency management personnel.

2.3 ***Contract Administrators*** means the Director of the Fulton County Department of Emergency Services-911, or the designee of such Director for the COUNTY, and the City Administrator, or the designee of such Administrator of the CITY. The primary responsibilities of the Contract Administrators are to coordinate and communicate with each other and to manage and supervise execution and completion of the terms and conditions of this Agreement as set forth herein. In the Administration of the Agreement, as contrasted with matters of policy, all parties may rely on the instructions and determinations made by the

Contract Administrators: provided, however, that such instructions and determinations do not increase the obligations of the COUNTY or the CITY hereunder.

2.4 ***Emergency Communications Services*** means the receipt of incoming calls for service through the enhanced 911 telephone system for emergency and non-emergency requests for medical, police, fire, and other public safety services, and initiation of the appropriate response action. The service also includes the coordination of requests for support and auxiliary services from field units and refers crimes and incidents not requiring an on-scene investigation by a field unit to the appropriate police between citizens and Fulton County Department of Emergency Services 911 through consolidated, Enhanced 911 call reception and radio dispatching of requests for public safety services. The Countywide APCO P25 Phase 2 Digital 800MHz trunked radio system (hereinafter "County 800 MHz Radio System") is the primary method of dispatching calls for service to field units and private ambulance services.

2.5 ***Emergency 911 ("Department")*** means that unit of Fulton County Government responsible for emergency communications services, including answering all telephone 911 calls for emergency service and dispatching police, fire and medical services to the proper locations. The Department also maintains the County APCO P25 Phase 2 Digital 800 MHz radio system to ensure the vital communications link between the citizens and the delivery of service by the appropriate agency is not interrupted.

2.6 ***Emergency Medical Priority Dispatch System*** means that system employed by Fulton County to process medical calls and provide callers with pre-arrival instructions.

2.7 ***Enhanced 911 Emergency Telephone Number System*** means that system which provides County Emergency Communications personnel the telephone number, name, and address of the telephone subscriber, and other pertinent information on any 911 calls placed within Fulton County.

2.8 ***Fire Department*** means the City of Fairburn Fire/EMS Department.

2.9 ***Police Department*** means the City of Fairburn Police Department.

2.10 ***Public Safety Answering Point ("PSAP")*** means an emergency communications dispatch operation, responsible for answering all telephone 911 calls, employing technologies such as trunked radio, Enhanced 911, Computer Aided Dispatch ("CAD") and Mobile Data.

2.11 ***Staffing Levels*** means the availability of communications officers to handle calls for service from the City of Fairburn. Specific positions or individuals cannot be identified inasmuch as the number of dispatchers is based on call volume and

incoming calls for service are processed by the first available call taker regardless of where the call originates, which is intended to reflect that same level being provided to the area by operation of the County budget.

ARTICLE 3

TERM OF AGREEMENT

The initial term of this Agreement is for twelve (12) months, from January 1, 2023, at 0000 hours and concluding December 31, 2023, at 2400 hours, with three (3) automatic renewals commencing on January 1 of each successive year. This Agreement shall terminate at 2400 hours on December 31, 2026. At the conclusion of the last term (2400 hours on December 31, 2026), the City will be solely responsible for providing all public safety answering point services within City boundaries, unless extended by mutual agreement approved by both governing bodies. The parties will meet on or before December 31, 2026, to review service under this Agreement and consider proposed modifications of the term. Any such proposed change is subject to consideration and approval of the Fulton County Board of Commissioners and the City of Fairburn City Council.

The parties agree that the City may, at any time, upon sixty (60) days notice to the County, terminate this Agreement upon its determination that it wishes to provide its own emergency communications services or provide emergency communications services by other means.

ARTICLE 4

COMPENSATION AND CONSIDERATION

4.1 For the emergency communications services to be rendered pursuant to this Agreement, based upon the call volume described herein below in sub-paragraph 5.4, the County is entitled to impose and retain a monthly 911 charge upon each wired and wireless telephone subscriber served by the County's 911 service, as provided by O.C.G.A. § 46-5-134. Additionally, the County is entitled to impose and retain an annual subsidy from the City in the amount of **$400,000.00**. Nothing in this Agreement shall preclude the County's right to continue to collect such fees for 911 access and services performed during the term hereof as it relates to calls originating from within the City of Fairburn.

4.2 The County agrees to provide an invoice representing the full amount of the subsidy owed by the City for the term of this Agreement and subsequent invoices for any renewals of the Agreement within thirty (30) days of the execution of the Agreement or each renewal of the Agreement as applicable. The City agrees to promptly remit full payment of the invoiced amount within (30) days of receipt of the invoice from the County. A late payment penalty will accrue at the rate of one percent (1%) per month or part thereof for any payment that is delinquent.

ARTICLE 5

EMERGENCY COMMUNICATIONS SERVICES

5.1 The County operates a consolidated public safety answering point in its Emergency Communications Center on a 24-hour basis, 365 days per year, staffed in two (2) 12-hour shifts each day from which the services contemplated under this Agreement will be rendered. The Communications Officers receive citizens' requests for service, process those requests, dispatch emergency units as appropriate, and monitor Police, Fire, and EMS activities. The Emergency Medical Priority Dispatch System is employed to process medical calls and provide callers with pre-arrival instructions.

5.2 Based upon the volume of calls originating from within the City of Fairburn, provisions of emergency communications services provided by communications officers shall be as furnished in the positions of call takers, dispatchers, and supervisors during day, and morning shifts and may be modified by the Director of Fulton County Department of Emergency Services 911 from time to time as needs arise. These staffing positions represent the global level necessary for a complete 24-hour period in Fulton County.

5.3 The Director of Fulton County Department of Emergency Services 911 may utilize overtime to fill temporary vacancies caused by, but not limited to: sick or annual leave issues, temporary disability, relief of duty, and Family Medical Leave Act absences. The financial costs associated with overtime utilized to fill such vacancies will be the sole responsible of the County.

5.4 The nature of the wide-ranging (both emergency and non-emergency), continuous and multitudinous nature of the calls received by a large metropolitan Public Safety Answering Point (PSAP) like the Fulton County Department of Emergency Services 911, makes it difficult to assign an "average call answer time." However, it is the objective of the Department to respond, on average, to 911 calls emanating from the City of Fairburn with an average ten (10) second call answer time for emergency calls for service 90% of the time. Exceptions would be unpredictable system overload, declared disaster, or disruption in voice or data transmission.

ARTICLE 6

EQUIPMENT

The County shall furnish and maintain in good working condition for the benefit of the City, all necessary 800 MHz digital radio emergency communication facilities and equipment necessary and proper for the purpose of performing the services, duties, and responsibilities described in this Agreement.

ARTICLE 7

EMPLOYMENT STATUS

7.1 All emergency communications officers, as well as any other Fulton County personnel assigned under this Agreement, are and will continue to be employees of the County for all purposes, including but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions. All emergency communications employees will continue to report under the management structure established in the Fulton County Department of Emergency Services 911.

7.2 In the event the City Administrator becomes dissatisfied with the performance of any sworn or civilian personnel performing emergency communications services on behalf of the City, the City Administrator shall discuss the concerns with the Director of the Fulton County Department of Emergency Services 911.

7.3 Fulton County Department of Emergency Services 911 employees will not be specifically assigned as call takers for the City of Fairburn, because the County operates a consolidated center, the E911 telephone equipment routes calls from anywhere in the County to the first available call taker. Any other method of staff deployment would reduce the service level and adversely impact all citizens of Fulton County, including the City of Fairburn. Accordingly, the number of employees needed by call volume from Fairburn has been estimated, but not assigned to specific employees.

ARTICLE 8

RECORDKEEPING AND REPORTING

8.1 The Police and Fire Department Records Sections are the central repository for all police and fire department records and are available public records as defined by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*

8.2 The Director of the Fulton County Department of Emergency Services 911 shall prepare and deliver monthly reports to the City Administrator. The reports shall describe the volume of 911 calls for service, identification of police, fire, or EMS, and answer speed for calls originating within the City of Fairburn.

8.3 Except as limited by provision of state or federal law, the City may request, review, and access data and County records, at a mutually agreed upon time and place, to ensure compliance with this Agreement.

ARTICLE 9

ANCILLARY SERVICES

9.1 The County must provide a variety of ancillary services incumbent on a large metropolitan public safety answering point. These services will be provided to the City pursuant to this Agreement, the consideration for which has been calculated as part of the payment provided in Article 4.

9.2 In addition to E911 reception and radio dispatch, ancillary services provided by the Department of Emergency Services 911 include technical operations, administration, quality assurance, training, and preparing and planning for, responding to, and recovering from emergencies or disasters.

9.3 During the term of this Agreement, the County will continue to provide administrative services, cost allocation, facilities maintenance, fiscal management, general operating supplies, human resources, information systems, maintenance, public information, purchasing, utilities and other critical services attendant to the operation of a public safety answering point.

9.4 During the term of this Agreement, the County will continue to administer the 911 Advisory Committee as required by O.C.G.A. § 46-5-136. The City of Fairburn will be required to participate in committee meetings, as well as utilize the committee for the City's compliance with the requirements as provided for within state law.

ARTICLE 10

CITY- COUNTY RELATIONS

10.1 The Director of the Fulton County Department of Emergency Services 911, or his/her designee, will notify the County Manager and City Administrator in the event of a significant emergency communications or emergency management situation within the City. The Director of Fulton County Department of Emergency Services 911 and the City Administrator shall designate the kinds of incidents that are to be considered "significant" by a memorandum. In the event no memorandum is executed, the City Administrator shall be notified consistent with the notification by the Fulton County Department of Emergency Services 911 to the County Manager.

10.2 At the request of the City Administrator, the Director of the Fulton County Department of Emergency Services 911 or that official's designee shall be available to attend City Council meetings on an "as needed" basis.

10.3 The County shall be the sole provider of public safety answering point services during the term of this Agreement.

ARTICLE 11

TRANSITION

11.1 In the event of the termination or expiration of this Agreement, the County and the City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from County to a municipal public safety answering point and to maintain the same high quality of 911 and emergency medical response provided by this Agreement for the residents, businesses, and visitors of the City.

11.2 The Director of the Fulton County Department of Emergency Services 911 or his/her designee shall present a summary report to the City Council within sixty (60) days of the conclusion of this Agreement to facilitate the transition to the City's PSAP.

11.3 The County and the City agree that ninety (90) days prior to the expiration of this Agreement, the City Administrator and County Manager will meet and confer to effect a smooth transition.

ARTICLE 12

INDEMNIFICATION

12.1 It is the intent of the parties to be covered under the auspices of the immunity granted by O.C.G.A. § 46-5-131. Only to the extent permitted by law and in the event O.C.G.A. § 46-5-131 is deemed inapplicable, shall the City defend, indemnify, and hold harmless the County and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or it officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by the City, its employees, officers, and agents. The County shall promptly notify the City of each claim, assert all statutory defenses, cooperate with the City in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the City's participation.

12.2 The immunity and indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the term of this Agreement.

ARTICLE 13

EVENT OF DEFAULT

13.1 An event of default shall mean a material breach of this Agreement by the County as follows:

13.1.1 The County repeatedly disregards local priorities established by the City Administrator which the County is required to observe by the Agreement, and which have been communicated in writing by action of the City Council to the County on more than one occasion.

13.1.2 The County does not maintain sufficient personnel in the Department of Emergency Services 911 to handle the volume of 911 calls as required by Article 5.

13.1.3 The County consistently fails to meet the levels of service outlined in Article 5, which failure has been communicated in writing by action of the City Council to the County on more than one occasion.

13.2 An event of default shall mean a material breach of this Agreement by the City as follows:

13.2.1 Failure of the City to establish specific objectives, written and attainable local priorities for local emergency communication services activities and transmit the same to the Director of the Fulton County Department of Emergency Services 911.

13.2.2 Failure of the City to remit timely payment of any subsidy amount payable pursuant to Article 4 of this Agreement.

ARTICLE 14

TERMINATION AND REMEDIES

14.1 The City or the County may terminate this Agreement only for an event of default, or as outlined in Article 3, Term of Agreement, unless the default is cured as provided in this Article.

14.2 If an event of default occurs, in the determination of the City, the City shall notify the County in writing; specify the basis for the default and advise the County that the default must be cured to the City's reasonable satisfaction within a sixty (60) day period. The City may grant additional time to cure the default, as the City may deem appropriate, without waiver of any of the City's rights, so long as the County has commenced curing the default and is effectuating a cure with diligence and

continuity during the sixty (60) day period, or any longer period which the City prescribes.

14.3 If an event of default occurs, in the determination of the County, the County may notify the City in writing, specify the basis for the default and advise the City that the default must be cured to the County's reasonable satisfaction within a sixty (60) day period; except that for events of default related to the payment of fees, the cure period is reduced to thirty (30) days. The County may grant additional time to cure the default, as the County may deem appropriate, without waiver of any of the County's rights, so long as the City has commenced curing the default and is effectuating a cure with diligence and continuity during the sixty (60) day period (30 days for payments) or any longer period which the County prescribes.

14.4 In the event that either party breaches a material term or condition of this Agreement, other than an event of default, the party in breach, upon receipt of a written request from the non-breaching party, shall remedy the breach within thirty (30) days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching party may utilize the remedies of declaratory judgment, specific performance, mandamus or injunctive relief to compel the breaching party to remedy the breach.

14.5 The parties reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

ARTICLE 15

AMENDMENTS

This Agreement may be modified at any time during the term by mutual written consent of both parties.

ARTICLE 16

NOTICES

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County:

Richard "Dick" Anderson, County Manager
141 Pryor Street, S.W.,
Suite 1000
Atlanta, Georgia 30303
404-612-8335
404-612-0350 (facsimile)

ARTICLE 18

ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and agreement of the parties regarding the subject matter of the Agreement.

ARTICLE 19

SEVERABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effects as if the invalid provision or portion of the provision were not part of this Agreement.

ARTICLE 20

BINDING EFFECT

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors and assigns.

ARTICLE 21

COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

WHEREFORE, the parties have read and understood the terms of this agreement, they do hereby agree to such terms by execution of their signatures on the next page.

[SIGNATURES APPEAR ON FOLLOWING PAGE]
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers as of the date first above written.

FULTON COUNTY, GEORGIA

Robb L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier, Clerk (SEAL)
Clerk to the Commission

APPROVED AS TO FORM:

Soo Jo
County Attorney

APPROVES AS TO SUBSTANCE:

Chris Sweigart, Director
Department of Emergency Services 911

FAIRBURN, GEORGIA

Mario B. Avery, Mayor
City of Fairburn

ATTEST:

Brenda B. James, City Clerk
City of Fairburn

(Seal)

APPROVED AS TO SUBSTANCE

Tony M. Phillips, City Administrator
City of Fairburn

James McCarthy, Chief of Police
City of Fairburn

Cornelius Robinson, Fire Chief
City of Fairburn

APPROVED AS TO FORM:

Rory K. Starkey, City Attorney
City of Fairburn

ITEM # 22-6914 RM 12/7/22
REGULAR MEETING

INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF
911 EMERGENCY COMMUNICATION SERVICES
BETWEEN
FULTON COUNTY, GEORGIA and
THE CITY OF PALMETTO, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), by and between Fulton County, Georgia (hereinafter "County"), a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and the City of Palmetto, Georgia (hereinafter "City"), a municipality if the State of Georgia, entered into this 4 day of November, 2020.

WITNESSETH:

WHEREAS, the Fulton County Board of Commissioners has previously entered into the Agreement with the City to provide use of the Fulton County Radio Communications System for a period of three (3) years; and

WHEREAS, the Georgia Constitution, ARTICLE IX, § 2, ¶ 3, except as otherwise provided by law, prohibits cities and counties from exercising governmental authority within each other's boundaries except by Intergovernmental Agreement; and

WHEREAS, the County and the City desire to enter into a new Intergovernmental Agreement (the "911 IGA") for the County to provide a public safety answering point within the boundaries of the City for a term of twelve (12) months, from January 1, 2021 through and including December 31, 2021 with three (3) automatic renewals commencing on January 1 of each successive year; and

WHEREAS, the 911 IGA establishes the cost of Enhanced 911 Emergency call reception and public safety radio dispatch services to be provided by the County to the City pursuant to this Agreement; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereunto agree as follows:

ARTICLE 1

PURPOSE AND INTENT

1.1 The purpose of this Agreement is to provide the vital and necessary communications link between the City of Palmetto citizens and the Fulton County Department of Emergency Communications-911 through use of the County's consolidated 911 call reception and radio dispatching of requests of public safety services for a term of twelve (12) months from January 1, 2021at 0000 hours and concluding at 2400 hours on December 31, 2021 with three (3) automatic renewals commencing on January 1 of each successive year. This Agreement shall terminate at 2400 hours on December 31, 2024.

1.2 Fulton County therefore agrees to provide the City of Palmetto with courteous, efficient, and accessible E911 and public safety radio dispatch services to requests for assistance from citizens involving emergencies, non-emergencies, and response to natural and man-made disasters, for the term prescribed in this Agreement, consistent with the overall quality of services provided throughout the County.

ARTICLE 2

DEFINITIONS

For the purposes of this Agreement, the following terms shall be defined as:

2.1 ***Call for Service*** means a request received from the public through the County's public safety answering point, Enhanced 911 system, requiring emergency or non-emergency Police Department, Fire Department, or Ambulance pre-hospital care response or assistance in response to natural and man-made incidents.

2.2 ***Communications Officer*** means any employee of the Fulton County Emergency Communications-911 Department, who has successfully completed the basic training course required by O.C.G.A. § 35- 8- 23, to receive, process, or transmit public safety information and dispatch law enforcement officers, firefighters, medical personnel, or emergency management personnel.

2.3 ***Contract Administrators*** means the Director of the Fulton County Emergency Communications-911 Department, or the designee of such Director for the COUNTY, and the Mayor/City Administrator, or the designee of such Administrator of the CITY. The primary responsibilities of the Contract Administrators are to coordinate and communicate with each other and to manage and supervise execution and completion of the terms and conditions of this Agreement as set forth herein. In the Administration of the Agreement, as contrasted with matters of policy, all parties may rely on the instructions and determinations made by the

Contract Administrators; provided, however, that such instructions and determinations do not increase the obligations of the COUNTY or the CITY hereunder.

2.4 ***Emergency Communications Services*** means the receipt of incoming calls for service through the enhanced 911 telephone system for emergency and non-emergency requests for medical, police, fire, and other public safety services, and initiation of the appropriate response action. The service also includes the coordination of requests for support and auxiliary services from field units and refers crimes and incidents not requiring an on-scene investigation by a field unit to the appropriate police between citizens and Fulton County Emergency Communications 911 Department through consolidated, Enhanced 911 call reception and radio dispatching of requests for public safety services. The Countywide 800MHz trunked radio system (hereinafter "County 800 MHz Radio System") is the primary method of dispatching calls for service to Fulton County field units and the Fulton County private ambulance services.

2.5 ***Emergency Communications 911 Department ("Department")*** means that unit of Fulton County Government responsible for emergency communications services, including answering all telephone 911 calls for emergency service and dispatching police and fire to the proper locations and notifying the ambulance service of the request for Emergency Medical Services. The Department also maintains the County 800 MHz Radio System to ensure the vital communications link between the citizens and the delivery of service by the appropriate agency is not interrupted.

2.6 ***Emergency Medical Priority Dispatch System*** means that system employed by Fulton County to process medical calls and provide callers with pre-arrival instructions.

2.7 ***Enhanced 911 Emergency Telephone Number System*** means that system which provides County Emergency Communications personnel the telephone number, name, and address of the telephone subscriber, and other pertinent information on any 911 calls placed within Fulton County.

2.8 ***Fire Department*** means the City of Palmetto Fire/EMS Department.

2.9 ***Police Department*** means the City of Palmetto Police Department.

2.10 ***Public Safety Answering Point ("PSAP")*** means an emergency communications dispatch operation, responsible for answering all telephone 911 calls, employing technologies such as trunked radio, Enhanced 911, Computer Aided Dispatch ("CAD") and Mobile Data.

2.11 ***Staffing Levels*** means the availability of communications officers to handle calls for service from the City of Palmetto. Specific positions or individuals cannot be identified inasmuch as the number of dispatchers is based on call volume and incoming calls for service are processed by the first available call taker regardless of where the call originates, which is intended to reflect that same level being provided to the area by operation of the 2021 County budget.

ARTICLE 3

TERM OF AGREEMENT

The initial term of this Agreement is for twelve (12) months, from January 1, 2021 at 0000 hours and concluding December 31, 2021 with three (3) automatic renewals commencing on January 1 of each successive year. This Agreement shall terminate at 2400 hours on December 31, 2024. At the conclusion of the last term (2400 hours on December 31, 2024), the City will be solely responsible for providing all public safety answering point services within City boundaries, unless extended by mutual agreement approved by both governing bodies. The parties will meet on or before December 1, 2024 to review service under this Agreement and consider proposed modifications of the term. Any such proposal change is subject to consideration and approval of the Fulton County Board of Commissioners and the City of Palmetto City Council.

The parties agree that the City may, at any time, upon sixty (60) days notice to the County, terminate this Agreement upon its determination that it wishes to provide its own emergency communications services or provide emergency communications services by other means.

ARTICLE 4

COMPENSATION AND CONSIDERATION

4.1 For the emergency communications services to be rendered pursuant to this Agreement, based upon the call volume described herein below in sub-paragraph 5.4, the County remains entitled to impose and retain a monthly 911 charge upon each wired and wireless telephone subscriber served by the County's 911 service, as provided by O.C.G.A. § 46- 5- 134. Additionally, the County is entitled to impose and retain an annual subsidy from the City in the amount of **$57,000**. Nothing in this Agreement shall preclude the County's right to continue to collect such fees for 911 access and services performed during the term hereof as it relates to calls originating from within the City of Palmetto.

ARTICLE 5

EMERGENCY COMMUNICATIONS SERVICES

5.1 The County operates a consolidated public safety answering point in its Emergency Communications Center on a 24-hour basis, 365 days per year, staffed in two (2) 12-hour shifts each day from which the services contemplated under this Agreement will be rendered. The Communications Officers receive citizens' requests for service, process those requests, dispatch emergency units as appropriate, and monitor Police, Fire, and EMS activities. The Emergency Medical Priority Dispatch System is employed to process medical calls and provide callers with pre-arrival instructions.

5.2 Based upon the volume of calls originating from within the City of Palmetto, provisions of emergency communications services provided by communications officers shall be as furnished in the positions of call takers, dispatchers, and supervisors during day, evening, and morning shifts and may be modified by the Director of Fulton County Emergency Communications-911 Department from time to time as needs arise. These staffing positions represent the global level necessary for a complete 24-hour period in Fulton County.

5.3 The Director of Fulton County Emergency Communications 911 Department may utilize overtime to fill temporary vacancies caused by, but not limited to: sick or annual leave issues, temporary disability, relief of duty, and Family Medical Leave Act absences. The financial costs associated with overtime utilized to fill such vacancies will be the sole responsible of the County.

5.4 The nature of the wide-ranging (both emergency and non-emergency), continuous and multitudinous nature of the calls received by a large metropolitan Public Safety Answering Point (PSAP) like the Fulton County Emergency Communications 911 Department, makes it difficult to assign an "average call answer time." However, it is the objective of the Department to respond, on average, to 911 calls emanating from the City of Palmetto with an average ten (10) second call answer time for emergency calls for service 90% of the time. Exceptions would be unpredictable system overload, declared disaster, or disruption in voice or data transmission.

ARTICLE 6

EQUIPMENT

The County shall furnish and maintain in good working condition for the benefit of the City, all necessary 800 MHz trunked radio emergency communication facilities and equipment necessary and proper for the purpose of performing the services, duties, and responsibilities described in this Agreement.

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EMPLOYMENT STATUS

7.1 All emergency communications officers, as well as any other Fulton County personnel assigned under this Agreement, are and will continue to be employees of the County for all purposes, including but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions. All emergency communications employees will continue to report under the management structure established in the County Emergency Communications 911 Department.

7.2 In the event the Mayor/City Administrator becomes dissatisfied with the performance of any sworn or civilian personnel performing emergency communications services on behalf of the City, the Mayor/City Administrator shall discuss the concerns with the Director of the Fulton County Emergency Communications 911 Department.

7.3 Fulton County Emergency Communications 911 Department employees will not be specifically assigned as call takers for the City of Palmetto, because the County operates a consolidated center, the E911 telephone equipment routes calls from anywhere in the County to the first available call taker. Any other method of staff deployment would reduce the service level and adversely impact all citizens of Fulton County, including the City of Palmetto. Accordingly, the number of employees needed by call volume from Fairburn has been estimated, but not assigned to specific employees.

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10.1 The Director of the Fulton County Emergency Communications 911 Department, or his/her designee, will notify the County Manager and Mayor/City Administrator in the event of a significant emergency communications or emergency management situation within the City. The Director of Fulton County Emergency Communications 911 Department and the Mayor/City Administrator shall designate the kinds of incidents that are to be considered "significant" by a memorandum. In the event no memorandum is executed, the Mayor/City Administrator shall be notified consistent with the notification by the Fulton County Emergency Communications 911 Department to the County Manager.

10.2 At the request of the Mayor/City Administrator, the Director of the Fulton County Emergency Communications 911 Department or that official's designee shall be available to attend City Council meetings on an "as needed" basis.

10.3 The County shall be the sole provider of public safety answering point services during the operation of this Agreement.

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TRANSITION

11.1 In the event of the termination or expiration of this Agreement, the County and the City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from County to a municipal public safety answering point and to maintain the same high quality of 911 and emergency medical response provided by this Agreement for the residents, businesses, and visitors of the City.

11.2 The Director of the Fulton County Emergency Communications 911 Department or his/her designee shall present a summary report to the City Council within sixty (60) days of the conclusion of this Agreement to facilitate the transition to the City's PSAP.

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12.2 The immunity and indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

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13.1 An event of default shall mean a material breach of this Agreement by the County as follows:

13.1.1 The County repeatedly disregards local priorities established by the Mayor/City Administrator which the County is required to observe by the Agreement and which have been communicated in writing by action of the City Council to the County on more than one occasion.

13.1.2 The County does not maintain sufficient personnel in the Emergency Communications 911 Department to handle the volume of 911 calls as required by Article 5.

13.1.3 The County consistently fails to meet the levels of service outlined in Article 5, which failure has been communicated in writing by action of the City Council to the County on more than one occasion.

13.2 An event of default shall mean a material breach of this Agreement by the City as follows:

13.2.1 Failure of the City to establish specific objectives, written and attainable local priorities for local emergency communication services activities and transmit the same to the Director of the Fulton County Department of Emergency Communications 911.

ARTICLE 14

TERMINATION AND REMEDIES

14.1 The City or the County may terminate this Agreement only for an event of default, or as outlined in Article 3, Term of Agreement, unless the default is cured as provided in this Article.

14.2 If an event or default occurs, in the determination of the City, the City shall notify the County in writing; specify the basis for the default and advise the County that the default must be cured to the City's reasonable satisfaction within a sixty (60) day period. The City may grant additional time to cure the default, as the City may deem appropriate, without waiver of any of the City's rights, so long as the County has commenced curing the default and is effectuating a cure with diligence and continuity during the sixty (60) day period, or any longer period which the City prescribes.

14.3 If an event of default occurs, in the determination of the County, the County may notify the City in writing, specify the basis for the default and advise the City that the default must be cured to the County's reasonable satisfaction within a sixty (60) day period; except that for events of default related to the payment of fees, the cure period is reduced to thirty (30) days. The County may grant additional time to cure the default, as the County may deem appropriate, without waiver of any of the County's rights, so long as the City has commenced curing the default

and is effectuating a cure with diligence and continuity during the sixty (60) day period (30 days for payments) or any longer period which the County prescribes.

14.4 In the event that either party breaches a material term of condition of this Agreement, other than an event of default, the party in breach, upon receipt of a written request from the non-breaching party, shall remedy the breach within thirty (30) days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching party may utilize the remedies of declaratory judgment, specific performance, mandamus or injunctive relief to compel the breaching party to remedy the breach.

14.5 The parties reserve all available remedies afforded by law to enforce any term of condition of this Agreement.

ARTICLE 15

AMENDMENTS

This Agreement may be modified at any time during the term by mutual written consent of both parties.

ARTICLE 16

NOTICES

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County:

Richard "Dick" Anderson, County Manager
141 Pryor Street, SW Suite 10000
Atlanta, Georgia 30303
(404) 612-4500
(404) 730-6705 (facsimile)

With a copy to:

Patrise Perkins-Hooker, County Attorney
141 Pryor Street, S.W.
Suite 4038
Atlanta, Georgia 30303
404-612-0246
404-730-6324 (facsimile)

If to the City:

J. Clark Boddie, Mayor
City of Palmetto
509 Toombs Street
Palmetto, GA 30268
(770) 463-3377
(770) 463-2890 (facsimile)

ARTICLE 17

NON- ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 18

ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and agreement of the parties regarding the subject matter of the Agreement.

ARTICLE 19

SEVERABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effects as if the invalid provision or portion of the provision were not part of this Agreement.

ARTICLE 20

BINDING EFFECT

This Agreement shall insure to the benefit of, and be binding upon, the respective parties' successors

ARTICLE 21

COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

BOARD OF COMMISSIONERS

TONYA R. GRIER
CLERK TO THE COMMISSION

APPROVED AS TO FORM:

Patrise Perkins-Hooker
County Attorney

APPROVED AS TO SUBSTANCE:

Chris Sweigart, Interim Director
Fulton County Emergency Services

PALMETTO, GEORGIA

J. Clark Boddie, Mayor
City of Palmetto

City Clerk (Seal)

APPROVED AS TO FORM:

City Attorney

ITEM # 20-0777 RM 11/4/20
REGULAR MEETING



Docusign Envelope ID: A66CEC14-1F43-4625-A859-3DF3D5EF60FA

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF 911 EMERGENCY COMMUNICATION SERVICES BETWEEN FULTON COUNTY, GEORGIA and THE CITY OF SOUTH FULTON, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), by and between Fulton County, Georgia (hereinafter "County"), a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and the City of South Fulton, Georgia (hereinafter "City"), a municipality of the State of Georgia, entered into this 1st day of October, 2025.

WITNESSETH:

WHEREAS, the Fulton County Board of Commissioners has previously entered into the Agreement with the City to provide use of the Fulton County Digital Radio Communications System for a period of three (3) years; and

WHEREAS, the Georgia Constitution, ARTICLE IX, § 2, ¶ 3, except as otherwise provided by law, prohibits cities and counties from exercising governmental authority within each other's boundaries except by Intergovernmental Agreement; and

WHEREAS, the County and the City desire to enter into a new Intergovernmental Agreement (the "911 IGA") for the County to provide a public safety answering point within the boundaries of the City for a term of twelve (12) months, from October 1, 2025, through and including September 30, 2026, with three (3) automatic renewals commencing on October 1 of each successive year; and

WHEREAS, the 911 IGA establishes the cost of Enhanced 911 Emergency call reception and public safety radio dispatch services to be provided by the County to the City pursuant to this Agreement; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereunto agree as follows:

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ARTICLE 1

PURPOSE AND INTENT

1.1 The purpose of this Agreement is to provide the vital and necessary communications link between the City of South Fulton citizens and the Fulton County Department of Emergency Services 911 through use of the County's consolidated 911 call reception and radio dispatching of requests of public safety services for a term of twelve (12) months from October 1, 2025 at 0000 hours and concluding at 2400 hours on September 30, 2026 with three (3) automatic renewals commencing on October 1 of each successive year. This Agreement shall terminate at 2400 hours on September 30, 2029.

1.2 Fulton County therefore agrees to provide the City of South Fulton with courteous, efficient, and accessible E911 and public safety radio dispatch services to requests for assistance from citizens involving emergencies, non-emergencies, and response to natural and man-made disasters, for the term prescribed in this Agreement, consistent with the overall quality of services provided throughout the County.

ARTICLE 2

DEFINITIONS

For the purposes of this Agreement, the following terms shall be defined as:

2.1 ***Call for Service*** means a request received from the public through the County's public safety answering point, Enhanced 911 system, requiring emergency or non-emergency Police Department, Fire Department, or Ambulance pre-hospital care response or assistance in response to natural and man-made incidents.

2.2 ***Communications Officer*** means any employee of the Fulton County Department of Emergency Services 911, who has successfully completed the basic training course required by O.C.G.A. § 35- 8- 23, to receive, process, or transmit public safety information and dispatch law enforcement officers, firefighters, medical personnel, or emergency management personnel.

2.3 ***Contract Administrators*** means the Director of the Fulton County Department of Emergency Services 911, or the designee of such Director for the COUNTY, and the City Administrator, or the designee of such Administrator of the CITY. The primary responsibilities of the Contract Administrators are to coordinate and communicate with each other and to manage and supervise execution and completion of the terms and conditions of this Agreement as set forth herein. In the Administration of the Agreement, as contrasted with matters of policy, all parties may rely on the instructions and determinations made by the

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Contract Administrators; provided, however, that such instructions and determinations do not increase the obligations of the COUNTY or the CITY hereunder.

2.4 ***Emergency Communications Services*** means the receipt of incoming calls for service through the enhanced 911 telephone system for emergency and non-emergency requests for medical, police, fire, and other public safety services, and initiation of the appropriate response action. The service also includes the coordination of requests for support and auxiliary services from field units and refers crimes and incidents not requiring an on-scene investigation by a field unit to the appropriate police between citizens and Fulton County Department of Emergency Services 911 through consolidated, Enhanced 911 call reception and radio dispatching of requests for public safety services. The Countywide APCO P25 Phase 2 Digital 800 MHz radio system (hereinafter "County 800 MHz Radio System") is the primary method of dispatching calls for service to field units and private ambulance services.

2.5 ***Emergency Services 911 ("Department")*** means that unit of Fulton County Government responsible for emergency communications services, including answering all telephone 911 calls for emergency service and dispatching police and fire and medical services to the proper locations. The Department also maintains the County APCO P25 Phase 2 Digital 800 MHz radio system to ensure the vital communications link between the citizens and the delivery of service by the appropriate agency is not interrupted.

2.6 ***Emergency Medical Priority Dispatch System*** means that system employed by Fulton County to process medical calls and provide callers with pre-arrival instructions.

2.7 ***Enhanced 911 Emergency Telephone Number System*** means that system which provides County Emergency Communications personnel the telephone number, name, and address of the telephone subscriber, and other pertinent information on any 911 calls placed within Fulton County.

2.8 ***Fire Department*** means the City of South Fulton Fire/EMS Department.

2.9 ***Police Department*** means the City of South Fulton Police Department.

2.10 ***Public Safety Answering Point ("PSAP")*** means an emergency communications dispatch operation, responsible for answering all telephone 911 calls, employing technologies such as trunked radio, Enhanced 911, Computer Aided Dispatch ("CAD") and Mobile Data.

2.11 ***Staffing Levels*** means the availability of communications officers to handle calls for service from the City of South Fulton. Specific positions or individuals cannot be identified in as much as the number of dispatchers is based on call volume and

Docusign Envelope ID: A66CEC14-1F43-4625-A859-3DF3D5EF60FA

incoming calls for service are processed by the first available call taker regardless of where the call originates, which is intended to reflect that same level being provided to the area by operation of the County budget.

ARTICLE 3

TERM OF AGREEMENT

The initial term of this Agreement is for twelve (12) months, from October 1, 2025, at 0000 hours and concluding September 30, 2026, with three (3) automatic renewals commencing on October 1 of each successive year. This Agreement shall terminate at 2400 hours on September 30, 2029. At the conclusion of the last term (2400 hours on September 30, 2029), the City will be solely responsible for providing all public safety answering point services within City boundaries, unless extended by mutual agreement approved by both governing bodies. The parties will meet on or before September 1, 2029, to review service under this Agreement and consider proposed modifications of the term. Any such proposal change is subject to consideration and approval of the Fulton County Board of Commissioners and the City of South Fulton Council.

The parties agree that the City may, at any time, upon sixty (60) days' notice to the County, terminate this Agreement upon its determination that it wishes to provide its own emergency communications services or provide emergency communications services by other means.

ARTICLE 4

COMPENSATION AND CONSIDERATION

4.1 For the emergency communications services to be rendered pursuant to this Agreement, based upon the call volume described herein below in sub-paragraph 5.4, the County is entitled to impose and retain monthly 911 charge upon each wired and wireless telephone subscribers served by the County's 911 service, as provided by O.C.G.A. § 46- 5- 134. Additionally, the County is entitled to impose and retain an annual subsidy from the City in the amount of **$1,650,000**. Nothing in this Agreement shall preclude the County's right to continue to collect such fees for 911 access and services performed during the term hereof as it relates to calls originating from within the City of South Fulton.

4.2 The County agrees to provide an invoice representing the full amount of the subsidy owed by the City for the term of this Agreement and subsequent invoices for any renewals of the Agreement within thirty (30) days of the execution of the Agreement or each renewal of the Agreement as applicable. The City agrees to promptly remit full payment of the invoiced amount within thirty (30) days of receipt of the invoice from the County. A late payment penalty will accrue at the rate of one percent (1%) per month or part thereof for any payment that is delinquent.

Docusign Envelope ID: A66CEC14-1F43-4625-A859-3DF3D5EF60FA

ARTICLE 5

EMERGENCY COMMUNICATIONS SERVICES

5.1 The County operates a consolidated public safety answering point in its Emergency Communications Center on a 24-hour basis, 365 days per year, staffed in two (2) 12-hour shifts each day from which the services contemplated under this Agreement will be rendered. The Communications Officers receive citizens' requests for service, process those requests, dispatch emergency units as appropriate, and monitor Police, Fire, and EMS activities. The Emergency Medical Priority Dispatch System is employed to process medical calls and provide callers with pre-arrival instructions.

5.2 Based upon the volume of calls originating from within the City of South Fulton, provisions of emergency communications services provided by communications officers shall be as furnished in the positions of call takers, dispatchers, and supervisors during day and morning shifts and may be modified by the Director of Fulton County Department of Emergency Services 911 from time to time as needs arise. These staffing positions represent the global level necessary for a complete 24-hour period in Fulton County.

5.3 The Director of Fulton County Department of Emergency Services 911 may utilize overtime to fill temporary vacancies caused by, but not limited to: sick or annual leave issues, temporary disability, relief of duty, and Family Medical Leave Act absences. The financial costs associated with overtime utilized to fill such vacancies will be the sole responsibility of the County.

5.4 The nature of the wide-ranging (both emergency and non-emergency), continuous and multitudinous nature of the calls received by a large metropolitan Public Safety Answering Point (PSAP) like the Fulton County Department of Emergency Services 911, makes it difficult to assign an "average call answer time." However, it is the objective of the Department to respond, on average, to 911 calls emanating from the City of South Fulton with an average fifteen (15) second call answer time for emergency calls for service 90% of the time. Exceptions would be unpredictable system overload, declared disaster, or disruption in voice or data transmission.

ARTICLE 6

EQUIPMENT

The County shall furnish and maintain in good working condition for the benefit of the City, all necessary 800 MHz digital radio emergency communication facilities and equipment necessary and proper for the purpose of performing the services, duties, and responsibilities described in this Agreement.

Docusign Envelope ID: A66CEC14-1F43-4625-A859-3DF3D5EF60FA

ARTICLE 7

EMPLOYMENT STATUS

7.1 All emergency communications officers, as well as any other Fulton County personnel assigned under this Agreement, are and will continue to be employees of the County for all purposes, including but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions. All emergency communications employees will continue to report under the management structure established in the County Department of Emergency Services 911.

7.2 In the event the City Administrator becomes dissatisfied with the performance of any sworn or civilian personnel performing emergency communications services on behalf of the City, the City Administrator shall discuss the concerns with the Director of the Fulton County Department of Emergency Services 911.

7.3 Fulton County Department of Emergency Services 911 employees will not be specifically assigned as call takers for the City of South Fulton, because the County operates a consolidated center, the E911 telephone equipment routes calls from anywhere in the County to the first available call taker. Any other method of staff deployment would reduce the service level and adversely impact all citizens of Fulton County, including the City of South Fulton. Accordingly, the number of employees needed by call volume from South Fulton has been estimated, but not assigned to specific employees.

ARTICLE 8

RECORDKEEPING AND REPORTING

8.1 The Police and Fire Department Records Sections are the central repository for all police and fire department records and are available public records as defined by the Georgia Open Records Act, O.C.G.A. § 50- 18- 70, *et seq.*

8.2 The Director of the Fulton County Department of Emergency Services 911 shall prepare and deliver monthly reports to the City Administrator. The reports shall describe the volume of 911 calls for service, identification of police, fire, or EMS, and answer speed for calls originating within the City of South Fulton.

8.3 Except as limited by provision of state or federal law, the City may request, review, and access data and County records, at a mutually agreed upon time and place, to ensure compliance with this Agreement.

Docusign Envelope ID: A66CEC14-1F43-4625-A859-3DF3D5EF60FA

ARTICLE 9

ANCILLARY SERVICES

9.1 The County must provide a variety of ancillary services incumbent on a large metropolitan public safety answering point. These services will be provided to the City pursuant to this Agreement, the consideration for which has been calculated as part of the payment provided in Article 4.

9.2 In addition to E911 reception and radio dispatch, ancillary services provided by the Department of Emergency Services 911 include technical operations, administration, quality assurance, training, and preparing and planning for, responding to, and recovering from emergencies or disasters.

9.3 During the operation of this Agreement, the County will continue to provide administrative services, cost allocation, facilities maintenance, fiscal management, general operating supplies, human resources, information systems, maintenance, public information, purchasing, utilities and other critical services attendant to the operation of a public safety answering point.

9.4 During the term of this Agreement, the County will continue to administer the 911 Advisory Committee as required by O.C.G.A. § 46-5-136. The City of South Fulton will be required to participate in committee meetings, as well as utilize the committee for the City's compliance with the requirements as provided for within state law.

ARTICLE 10

CITY- COUNTY RELATIONS

10.1 The Director of the Fulton County Department of Emergency Services 911, or his/her designee, will notify the County Manager and City Administrator in the event of a significant emergency communications or emergency management situation within the City. The Director of Fulton County Department of Emergency Services 911 and the City Administrator shall designate the kinds of incidents that are to be considered "significant" by a memorandum. In the event no memorandum is executed, the City Administrator shall be notified consistent with the notification by the Fulton County Department of Emergency Services 911 to the County Manager.

10.2 At the request of the City Administrator, the Director of the Fulton County Department of Emergency Services 911 or that official's designee shall be available to attend City Council meetings on an "as needed" basis.

10.3 The County shall be the sole provider of public safety answering point services during the operation of this Agreement.

Docusign Envelope ID: A66CEC14-1F43-4625-A859-3DF3D5EF60FA

ARTICLE 11

TRANSITION

11.1 In the event of the termination or expiration of this Agreement, the County and the City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from County to a municipal public safety answering point and to maintain the same high quality of 911 and emergency medical response provided by this Agreement for the residents, businesses, and visitors of the City.

11.2 The Director of the Fulton County Department of Emergency Services 911 or his/her designee shall present a summary report to the City Council within sixty (60) days of the conclusion of this Agreement to facilitate the transition to the City's PSAP.

11.3 The County and the City agree that ninety (90) days prior to the expiration of this Agreement, the City Administrator and County Manager will meet and confer to effect a smooth transition.

ARTICLE 12

INDEMNIFICATION

12.1 It is the intent of the parties to be covered under the auspices of the immunity granted by O.C.G.A. § 46- 5- 131. Only to the extent permitted by law and in the event O.C.G.A. § 46- 5- 131 is deemed inapplicable, shall the City defend, indemnify, and hold harmless the County and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or it officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by the City, its employees, officers, and agents. The County shall promptly notify the City of each claim, assert all statutory defenses, cooperate with the City in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the City's participation.

12.2 The immunity and indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

Docusign Envelope ID: A66CEC14-1F43-4625-A859-3DF3D5EF60FA

ARTICLE 13

EVENT OF DEFAULT

13.1 An event of default shall mean a material breach of this Agreement by the County as follows:

13.1.1 The County repeatedly disregards local priorities established by the City Administrator which the County is required to observe by the Agreement, and which have been communicated in writing by action of the City Council to the County on more than one occasion.

13.1.2 The County does not maintain sufficient personnel in the Department of Emergency Services 911 to handle the volume of 911 calls as required by Article 5.

13.1.3 The County consistently fails to meet the levels of service outlined in Article 5, which failure has been communicated in writing by action of the City Council to the County on more than one occasion.

13.2 An event of default shall mean a material breach of this Agreement by the City as follows:

13.2.1 Failure of the City to establish specific objectives, written and attainable local priorities for local emergency communication services activities and transmit the same to the Director of the Fulton County Department of Emergency Services 911.

ARTICLE 14

TERMINATION AND REMEDIES

14.1 The City or the County may terminate this Agreement only for an event of default, or as outlined in Article 3, Term of Agreement, unless the default is cured as provided in this Article.

14.2 If an event or default occurs, in the determination of the City, the City shall notify the County in writing; specify the basis for the default and advise the County that the default must be cured to the City's reasonable satisfaction within a sixty (60) day period. The City may grant additional time to cure the default, as the City may deem appropriate, without waiver of any of the City's rights, so long as the County has commenced curing the default and is effectuating a cure with diligence and continuity during the sixty (60) day period, or any longer period which the City prescribes.

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14.4 In the event that either party breaches a material term of condition of this Agreement, other than an event of default, the party in breach, upon receipt of a written request from the non-breaching party, shall remedy the breach within thirty (30) days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching party may utilize the remedies of declaratory judgment, specific performance, mandamus, or injunctive relief to compel the breaching party to remedy the breach.

14.5 The parties reserve all available remedies afforded by law to enforce any term of condition of this Agreement.

ARTICLE 15

AMENDMENTS

This Agreement may be modified at any time during the term by mutual written consent of both parties.

ARTICLE 16

NOTICES

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

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If to the County:

Richard "Dick" Anderson, County Manager
141 Pryor Street, SW Suite 10000
Atlanta, Georgia 30303
404-612-8335
404-612-0350 (facsimile)

With a copy to:

Y. Soo Jo, County Attorney
141 Pryor Street, SW,
Suite 4038
Atlanta, Georgia 30303
404-612-0251
404-730-6324 (facsimile)

If to the City:

khalid kamau, Mayor
City of South Fulton
5440 Fulton Industrial Blvd
South Fulton, GA 30336
470-809-7710

Sharon D. Subadan, City Manager
City of South Fulton
4715 Frederick Drive SW
South Fulton, GA 30336
470-809-7700

Dr. Cedric Alexander, Interim Managing Director of Public Safety
City of South Fulton
100 Hartsfield Center Pkwy
Suite 200
Atlanta, GA 30354
470-809-7300

Chad Jones, Fire Chief
City of South Fulton
4715 Frederick Drive SW
South Fulton, GA 30336
470-809-7575

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ARTICLE 17

NON- ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 18

ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and agreement of the parties regarding the subject matter of the Agreement.

ARTICLE 19

SEVERABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effects as if the invalid provision or portion of the provision were not part of this Agreement.

ARTICLE 20

BINDING EFFECT

This Agreement shall insure to the benefit of, and be binding upon, the respective parties' successors

ARTICLE 21

COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

WHEREFORE, the parties having read and understood the terms of this agreement, they do hereby agree to such terms by execution of their signatures on the next page.

Docusign Envelope ID: A66CEC14-1F43-4625-A859-3DF3D5EF60FA

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals

FULTON COUNTY, GEORGIA

Robert L. Pitts

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier, Clerk (SEAL)
Clerk to the Commission

APPROVED AS TO FORM:

Y Soo Jo

Y. Soo Jo, County Attorney
County Attorney Office

APPROVED AS TO SUBSTANCE:

Signed by:
A8469A6DBF824F1...

Chris Sweigart, Director
Department of Emergency Services 911

CITY OF SOUTH FULTON, GEORGIA

khalid kamau, Mayor
City of South Fulton

ATTEST:

Corey Adams

Corey Adams (SEAL)
Municipal Clerk

APPROVED AS TO SUBSTANCE:

(Oct 21, 2025 21:39:17 EDT)

Dr. Cedric Alexander, Interim Managing Director of Public Safety
City of South Fulton

Chad Jones

Chad Jones, Fire Chief
City of South Fulton

APPROVED AS TO FORM:

Sharon D. Subadan, City Manager
City of South Fulton

Sara Kelly (Nov 3, 2025 18:25:12 EST)

Sara D.E. Kelly, Interim City Attorney
City of South Fulton

Docusign Envelope ID: A66CEC14-1F43-4625-A859-3DF3D5EF60FA

3. The Information Technology Department, in partnership with the Police and Fire & Rescue Departments requests approval to enter into an Intergovernmental Agreement (IGA) with the Fulton Emergency Service to provide **911 Emergency Communication Services and 800 MHz Radio System Access and Record Management System.** The annual cost for the 911 Emergency Communication Services is $1,650.000, the cost for the 800MHz Radio System is $407,082.00, and the cost for the Records Management System is $175,904.15 for a total amount of $2,232,986.000.

A motion was made to Approve Item XI:A 3 and B. 1. The motion was approved unanimously, 7-0.

Motion (Approve A.3, B1): Councilmember Rowell
Second: Councilmember Gumbs
(Motion Passed)

Yea:	7 Councilmember Rowell, Councilmember Gumbs, Councilmember Willis, Councilmember Sebastian, Councilmember Bell, Councilmember Williams-Brown, Councilmember Pritchett
Nay:	0 None
Abstain:	0 None
Not Voting:	1 Mayor khalid kamau

B. Public Works

1. The Public Works Department seeks Council approval to award **Project No. 25-08-Flat Shoals Road ATMS-SU700** to NGT Group LLC, the lowest responsive/responsible bidder for four million, two hundred twenty-two thousand, two hundred seventy dollars and forty cents ($4,222,270.40). With a 10% contingency of four hundred twenty-two thousand, two hundred twenty-seven dollars and four cents ($422,227.04) for a total not to exceed amount of four million, six hundred forty-four thousand, four hundred ninety-seven dollars and forty-four cents ($4,644,497.44).

A motion was made to Approve Item XI:A 3 and B. 1. The motion was approved unanimously, 7-0.

Motion (Approve A.3, B1): Councilmember Rowell
Second: Councilmember Gumbs
(Motion Passed)

Yea:	7 Councilmember Rowell, Councilmember Gumbs, Councilmember Willis, Councilmember Sebastian, Councilmember Bell, Councilmember Williams-Brown, Councilmember Pritchett
Nay:	0 None
Abstain:	0 None
Not Voting:	1 Mayor khalid kamau

GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, we recommend reporting this to the Department of Community Affairs.

COUNTY: FULTON COUNTY	**Service: Disability Affairs**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☒ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):**Fulton County**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of the single Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

e.) ☐ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County	General Funds, Grants

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

Not Applicable

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

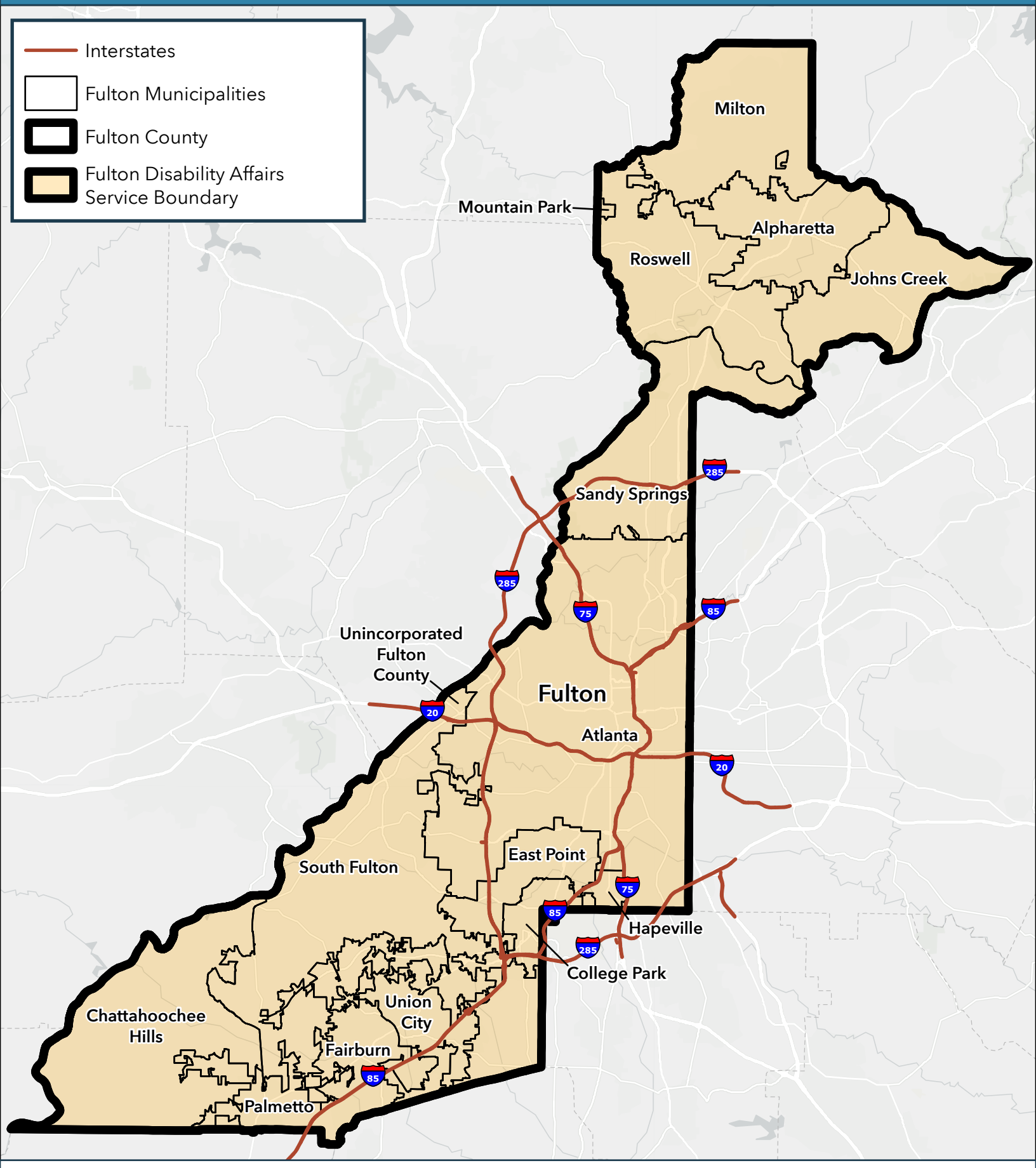
Not Applicable

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

Fulton County - SDS 2026 Disability Affairs Service Map



GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, we recommend reporting this to the Department of Community Affairs.

COUNTY: FULTON COUNTY	**Service: Dispatch Services**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):**Type Name of the single Government, Authority or Organization Here**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of the single Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

e.) ☒ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **Fulton County provides services to Unincorporated Fulton, Palmetto, Fairburn, Union City and Chattahoochee Hills. Alpharetta provides services to Alpharetta and Milton, Roswell provide services to Roswell and Mountain Park. ChatComm Authority provides services to Sandy Springs and Johns Creek. Each remaining jurisdiction (Atlanta, College Park, East Point, and Hapeville) provides these services within their respective boundaries.**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County, Alpharetta, Atlanta	General Funds, Fees, 911 Funds, Grants
Chattahoochee Hills, South Fulton	General Funds, Fees, 911 Funds, Grants
College Park, East Point, Fairburn	General Funds, Fees, 911 Funds, Grants
Hapeville, Johns Creek, Milton	General Funds, Fees, 911 Funds, Grants
Mountain Park, Palmetto, Roswell	General Funds, Fees, 911 Funds, Grants
Sandy Springs, Union City	General Funds, Fees, 911 Funds, Grants

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

Added more cities since last SDS submission

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Palmetto IGA	Fulton County and Palmetto	01/01/21 - 12/31/24
Fairburn IGA	Fulton County and Fairburn	01/01/23 - 12/31/26
Union City IGA	Fulton County and Union City	01/01/26 - 12/31/29
Chattahoochee Hills IGA	Fulton County and Chattahoochee Hills	01/01/23 - 12/31/26
Alpharetta with Milton IGA	Alpharetta and Milton	10/01/18 - 10/01/28
Roswell with Mountain Park	Roswell and Mountain Park	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

The IGA between Fulton County and South Fulton will only be through 2029 at which time South Fulton will operate their own 911 System.

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

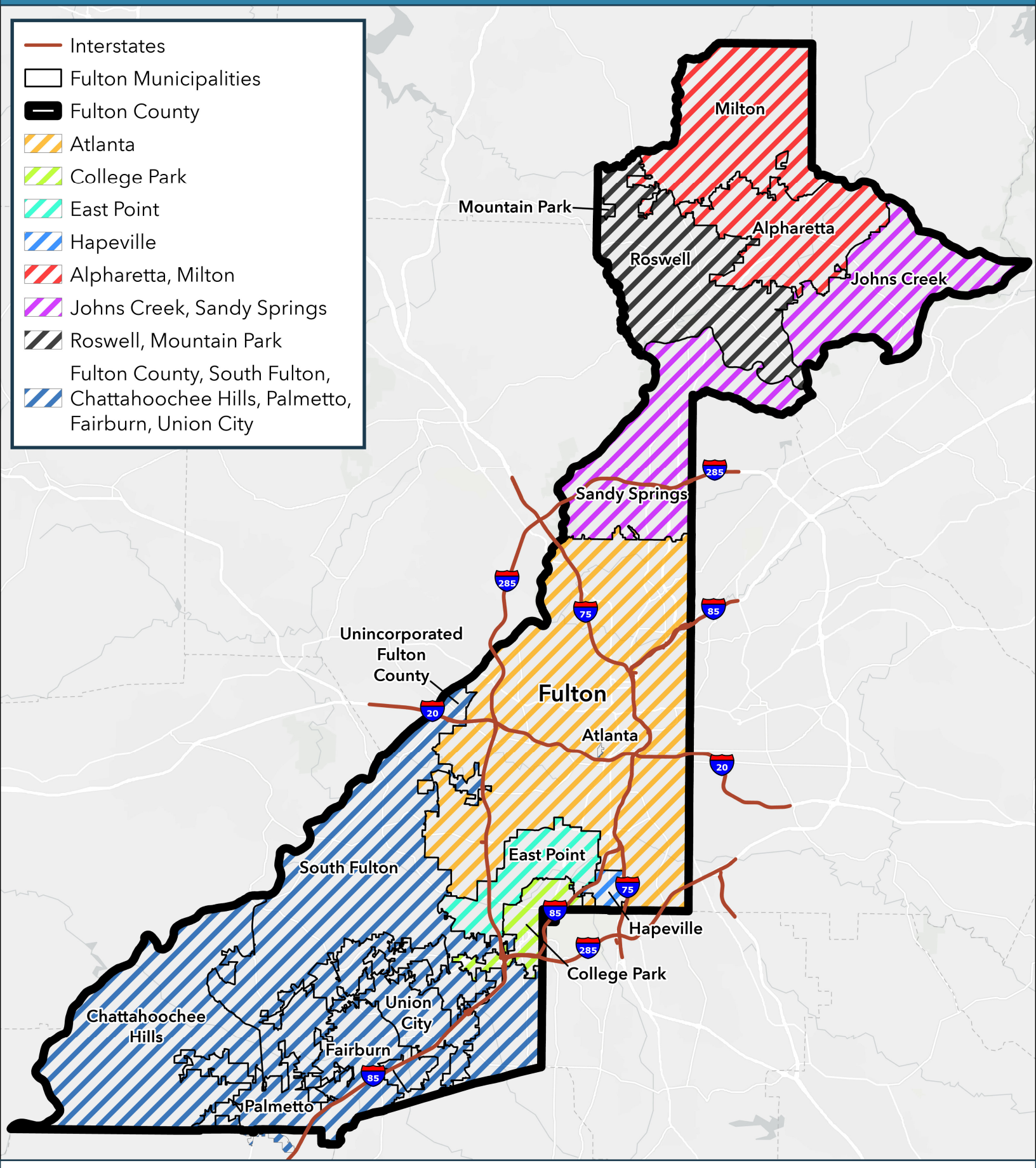
If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

SUPPLEMENTAL PAGE TO FORM 2 – Dispatch Services

Agreements Continued:

Agreement Name	Contracting Parties	Effective and Ending Dates
Sandy Springs and Johns Creek IGA	Sandy Springs and Johns Creek	11/01/08 – 07/01/29
Alpharetta, Milton, Roswell, Sandy Springs Radio IGA	Alpharetta, Milton, Roswell, Sandy Springs	01/28/13 – 20 years

Fulton County - SDS 2026 Dispatch Service Map



INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF
Computer-aided dispatch and
Police Records Management Systems
BETWEEN
THE CITY OF ALPHARETTA, GEORGIA AND
THE CITY OF MILTON, GEORGIA

This INTERGOVERNMENTAL AGREEMENT ("Agreement"), by and between the City of Alpharetta, a Georgia municipal corporation ("Alpharetta"), and the City of Milton, a Georgia municipal corporation ("Milton") (collectively, the "Parties") is entered into on December 4, 2023 by the terms hereof:

WITNESSETH:

WHEREAS, Article IX, Section II, Paragraph III of the Georgia Constitution allows municipalities to provide police and fire protection services and to extend those services to other jurisdictions pursuant to a contract with the affected jurisdictions;

WHEREAS, Article IX, Section III, Paragraph I of the Georgia Constitution allows municipalities to contract with one another in intergovernmental agreements for the provision of any services authorized by law;

WHEREAS, the Parties intend to contract under the authority set forth above rather than create a "mutual aid agreement" pursuant to O.C.G.A. § 36-69-1 *et seq.* or a "joint authority" pursuant to O.C.G.A. § 46-5-138;

WHEREAS, Alpharetta and Milton have maintained an excellent working relationship with shared agency Computer Aided Dispatch (CAD) and Records Management Systems (RMS) since October 2010;

WHEREAS, Alpharetta has undertaken an upgrade and replacement of the existing CAD and RMS through a fully vetted competitive bid process;

WHEREAS, Alpharetta and Milton desire to enter into this Agreement for Alpharetta to provide CAD and RMS access, including access to CAD records, RMS, and field-based reporting services (Mobile);

WHEREAS, this Agreement establishes the cost of services;

WHEREAS, Alpharetta and Milton desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, Alpharetta and Milton have authorized the execution of this Agreement through appropriate Resolutions adopted by their respective governing bodies.

NOW, THEREFORE, in consideration of the following mutual obligations, Alpharetta and Milton agree as follows:

ARTICLE 1 PURPOSE AND INTENT

This Agreement aims to provide for the vital and necessary reporting of police and fire activity from computer-aided dispatch records and police incident and accident reports through a cooperative purchasing agreement by and between Alpharetta and Milton. This will allow the Parties to better provide and execute public safety services to its citizens.

Milton agrees to abide by the terms provided in the attached Change Order provided Exhibit A. Accordingly, Alpharetta agrees to provide Milton with courteous, efficient, and accessible CAD / RMS capabilities, licensing, and support for the term of the agreement. This Agreement sets forth the Parties' responsibilities regarding the services to be performed.

ARTICLE 2 DEFINITIONS

For the purposes of this Agreement, the following terms shall be defined as:

CAD Records means access to and reporting from Computer-aided dispatch event history for emergency calls for service, non-emergency calls, and other associated emergency services activities for both Police and Fire.

Police Records Management System (RMS) means the official written record of criminal activity, accident report, Officer Activity, or other official written record of police activity.

Calls For Service means response activities generated and recorded within the Computer Aided Dispatch system.

NIBRS means the National Incident-Based Reporting System as published by the Federal Bureau of Investigation under the Department of Justice.

GIS means Geographic Information Systems, which is the mapping functionality provided by ESRI, Inc.

ARTICLE 3 TERM OF AGREEMENT

1. **Term**. This Agreement shall commence immediately upon the execution of this document and shall expire ten (10) years from the date of execution, subject to any provision or modifications contained within the underlying agreement. At the conclusion of this term, each party will be solely responsible for providing CAD and Police records for the respective agencies unless this Agreement is extended by mutual agreement approved by the governing bodies of both parties.

2. **Termination of Agreement for Cause**. Either party may terminate this Agreement if the other party fails to perform in accordance with the provisions of the Agreement or the breaching party does not cure such default to the reasonable satisfaction of the non-breaching party within thirty (30) days of prior written notice to the other party.

3. **Termination for Convenience**. Notwithstanding any other provisions, either party may terminate this Agreement for its convenience with twelve (12) months'

written notice of termination to the other party. Upon termination for convenience, either party waives any claims for damages, including any loss or replacement cost.

ARTICLE 4 PAYMENT

1. Alpharetta shall retain ownership of the software license and, therefore, shall be solely responsible for the accounts payable to the vendor. Alpharetta shall provide initial customer support and all communications with the vendor. Alpharetta shall invoice Milton any and all fees based on licenses, cloud-based fees, and support costs based on the Change Order.

2. Milton shall tender payment to Alpharetta based on all fees as provided in the Change Order provided on Exhibit A on a net 30 basis.

ARTICLE 5 CAD, RMS, Mapping systems, Cloud Access

Milton, working with and through the City of Alpharetta Department of Public Safety, will have access to the following:

a) Cloud-based Computer-aided dispatch (view Only) Records for the purposes of research and documentation;

b) Cloud-based Police Records Management system, which is fully NIBRS and FBI NIBRS compliant;

c) Mobile dispatch system to facilitate the response and reporting of activities from the Police and Fire units operating in the field;

d) Training resources; and

e) Input into the configuration and user-based procedural programming of the system.

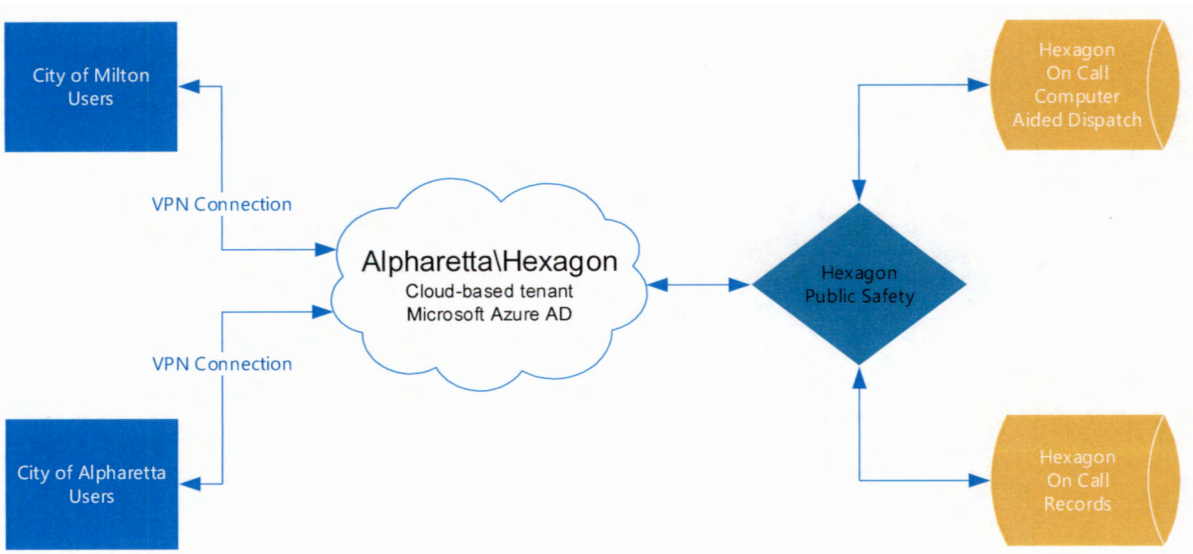
An integral part of current CAD/RMS systems is the availability of GIS/mapping. Milton agrees that GIS personnel from Milton will work closely with Alpharetta GIS personnel to ensure a compliant, up-to-date, functional GIS mapping system utilizing ESRI mapping in the World Geodetic System 1984 (also known as WGS84) projections.

As the applications covered by this agreement are cloud-based, utilizing current active directory technology provided by Microsoft Azure Active Directory, each municipality shall be independently responsible for:

a) Establish independent connectivity to the Alpharetta\Hexagon cloud-based tenant in Microsoft Azure AD using a VPN or a provider circuit.

b) Manage independent identities and synchronize those identities to the Alpharetta\Hexagon cloud-based tenant using Microsoft Azure AD.

c) Ensure identity management and authentication meet CJIS standards and cybersecurity best practices.



ARTICLE 6 EMPLOYMENT STATUS

All Alpharetta personnel assigned under this Agreement are and will continue to be employees of the City of Alpharetta for all purposes, including but not limited to duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation, and disciplinary functions.

In the event Milton's Police Chief or Fire Chief becomes dissatisfied with the performance of any sworn or civilian personnel performing functions pursuant to this project or process on behalf of Milton, he/she shall discuss the concerns with the Alpharetta Public Safety Director.

ARTICLE 7 RECORD KEEPING AND REPORTING

The Alpharetta Department of Public Safety Records Section is the central repository for all records pertaining to emergency dispatch and shall make available public records as defined by the Georgia Open Records Act, O.C.G.A. § 50-18-70, et seq. during the term of this Agreement.

Except as limited by any state or federal law provision, Milton may request, review, and access data and Alpharetta records at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 8 ANCILLARY SERVICES

Alpharetta provides a variety of ancillary services incumbent on a large metropolitan public safety answering point. These services will be provided to Milton pursuant to this Agreement, the consideration for which has been included as part of the payment provided in Article 4 and shall include technical operations, administration, quality assurance and training, cost allocation, facilities maintenance, fiscal management, general operating supplies, human resources, information systems, maintenance, public information, purchasing, utilities and other critical services attendant to the operation of a records management system.

Various operational guidelines, procedures, and support function responsibilities shall be established cooperatively between the Alpharetta Director of Public Safety or designee and the Milton Chiefs of Police and Fire or designee(s) pursuant to a memorandum of understanding with regard to function and levels of mutually beneficial support from and to various city departments referenced in this Section 8 in the paragraph above.

ARTICLE 9 ALPHARETTA-MILTON RELATIONS

The Alpharetta Public Safety Director, or his/her designee, will work side by side with the City of Milton's Police Chief, or his/her designee, and Fire Chief, or his/her designee, to facilitate a functional system mutually beneficial to all parties involved.

ARTICLE 10 TRANSITION

In the event of the termination or expiration of this Agreement, Alpharetta and Milton shall cooperate in good faith in order to effectuate a smooth and harmonious transition and maintain the same high quality of CAD and RMS records pursuant to this Agreement for the residents, businesses, and visitors of Alpharetta and Milton.

The Alpharetta Public Safety Director or his/her designee shall present a summary report to the Milton City Council within sixty (60) days of the conclusion of this Agreement to facilitate the transition to Milton's CAD / RMS records system.

Alpharetta and Milton agree that ninety (90) days prior to the expiration of this Agreement, the Alpharetta Public Safety Director and Milton's Police Chief and Fire Chief will meet and confer to effect a smooth transition.

ARTICLE 11 INDEMNIFICATION

The Parties intend to be covered under the auspices of the immunity granted by O.C.G.A. § 46-5-131.

Only to the extent permitted by law and in the event O.C.G.A. § 46-5-131 is deemed inapplicable, shall Milton defend, indemnify, and hold harmless Alpharetta and its officers, employees, or agents from any and all liability, losses, or damages, including attorneys' fees and costs of defense, which Alpharetta or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by Milton, its employees, officers and agents. Alpharetta shall promptly notify Milton of each claim, assert all statutory defenses, cooperate with Milton in the defense and resolution of each claim, and not settle or otherwise dispose of the claim without Milton's participation.

Only to the extent permitted by law and in the event O.C.G.A. § 46-5-131 is deemed inapplicable, shall Alpharetta defend, indemnify and hold harmless Milton and its officers, employees, or agents from any and all liability, losses, or damages, including attorneys' fees and costs of defense, which Milton or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by Alpharetta, its

employees, officers, and agents. Milton shall promptly notify Alpharetta of each claim, assert all statutory defenses, cooperate with Alpharetta in the defense and resolution of each claim, and not settle or otherwise dispose of the claim without Alpharetta's participation.

The immunity and indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement, provided the claims are based upon actions that occurred during the performance of this Agreement.

ARTICLE 12 EVENT OF DEFAULT

An event of default shall mean a material breach of this Agreement.

An event of default by Alpharetta will occur should the following events arise:

a) Alpharetta repeatedly disregards local priorities established in the memorandum contemplated in Article 8.

b) Alpharetta does not maintain sufficient personnel to support and maintain the CAD / RMS.

c) Alpharetta consistently fails to meet the levels of service outlined in Article 5, which failure has been communicated in writing by the action of the Milton City Council to the Alpharetta City Council on more than one occasion.

An event of default by Milton will occur should the following events arise:

a) Milton fails to timely remit payment as contemplated in Article 4.

b) Milton does not maintain sufficient personnel to support and maintain the CAD / RMS.

c) Milton fails to assign or dedicate an employee or agent for the operation and implementation of CAD / RMS.

d) Milton fails to fully participate and cooperate, as may be necessary, in any configuration or user-based programming of the systems mentioned herein and described *supra.*

e) Milton's GIS personnel fail to operate, coordinate, and interact with Alpharetta's GIS personnel in a good faith manner to establish and implement GIS functionality.

ARTICLE 13 OPPORTUNITY TO CURE, TERMINATION, AND REMEDIES

Alpharetta or Milton may terminate this Agreement pursuant to an event of default not otherwise cured, or the term of this Agreement expires or terminates as contemplated in Article 3.

If Milton determines that Alpharetta has defaulted under the terms of this Agreement, Milton shall notify Alpharetta in writing and within a reasonable time after Milton has been made

aware of the default. Such notice shall specify the basis for the default and advise Alpharetta that the default must be cured to Milton's reasonable satisfaction within a 60-day period. Milton may grant additional time to cure the default, as Milton may deem appropriate, without waiver of any of Milton's rights, so long as Alpharetta has commenced curing the default and is effectuating a cure with diligence and continuity during the 60-day period, or any longer period which Milton prescribes.

If Alpharetta determines that Milton has defaulted under the terms of this Agreement, Alpharetta shall notify Milton in writing and within a reasonable time after Alpharetta has been made aware of the default. Such notice shall specify the basis for the default and advise Milton that the default must be cured to Alpharetta's reasonable satisfaction within a 60-day period, except that for events of default related to the payment of fees, the cure period is reduced to 30 days. Alpharetta may grant additional time to cure the default, as Alpharetta may deem appropriate, without waiver of any of Alpharetta's rights, so long as Milton has commenced curing the default and is effectuating a cure with diligence and continuity during the 60-day period (30 days for payments) or any longer period which Alpharetta prescribes.

In the event that either party breaches a material term or condition of this Agreement, other than an event of default, the party in breach, upon receipt of a written request from the non-breaching party, shall remedy the breach within thirty (30) days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching party may utilize the remedies of declaratory judgment, specific performance, mandamus, or injunctive relief to compel the breaching party to remedy the breach.

The Parties reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

ARTICLE 14 AMENDMENTS

This Agreement may be modified at any time during the term by mutual written consent of both parties.

ARTICLE 15 NOTICES

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the City of Alpharetta:

Chris Lagerbloom, City Administrator
2 Park Plaza
Alpharetta, Georgia 30009
(678)297-6000

With a copy to:

City Attorney for the City of Alpharetta
Jarrard & Davis, LLP

222 Webb Street
Cumming, Georgia 30004

If to the City of Milton:

Steven Krokoff, City Manager Milton City Hall
2006 Heritage Walk
Milton, Georgia 30004
(678)242-2500

With a copy to:

City Attorney for the City of Milton
Jarrard & Davis, LLP
222 Webb Street
Cumming, Georgia 30004

ARTICLE 16 NON-ASSIGNABILITY; LIMITED THIRD-PARTY RIGHTS

Neither party may assign any of the obligations or benefits of this Agreement. Except to the extent expressly provided in other Articles of this Agreement, this Agreement shall be exclusively for the benefit of Alpharetta and Milton. This Agreement shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.

ARTICLE 17 ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and agreement of the parties regarding the subject matter of the Agreement.

ARTICLE 18 SEVERABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

ARTICLE 19 BINDING EFFECT

This Agreement shall inure to the benefit of, and be binding upon, the respective Parties' successors.

ARTICLE 20 COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

ARTICLE 21 E-VERIFY AND TITLE VI COMPLIANCE

In performing their duties under this Agreement, each party agrees that it will comply with all

E-Verify and Title VI requirements and execute any required documents related to such compliance. Further, each party agrees that any contracts for work completed pursuant to this Agreement shall contain all required E-Verify and Title VI requirements under applicable law.

ARTICLE 22 NO WAIVER OF SOVEREIGN OR PERSONAL IMMUNITIES

Nothing contained in this Agreement shall be construed to be a waiver of Alpharetta's or Milton's sovereign immunity or any individual's qualified good faith or official immunities.

(Rest of page intentionally left blank)

(Signatures on following page)

IN WITNESS WHEREOF, Alpharetta and Milton have executed this Agreement through their duly authorized officers on the day above written.

CITY OF MILTON, GEORGIA

By: _____
Peyton Jamison, Mayor

ATTEST:

By: _____
Steve Krokoff, City Manager

Approved to form:

By: _____
~~Ed Howden~~, City Attorney
KEN JARRARD

(Signatures continued on following page)

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

ATTEST:

By: _____
Chris Lagerbloom, City Administrator

Approved to form:

By: _____
~~Ed Howden~~, City Attorney
Molly Esswein

Exhibit A
Change Order

DocuSign Envelope ID: FCC560FF-6DBA-4344-BD8C-D84273375E72

CHANGE ORDER / CHANGE REQUEST

HEXAGON

CUSTOMER NAME:	City of Alpharetta, GA	
CUSTOMER ADDRESS:	2 Park Plaza Alpharetta, GA 30009	
HEXAGON ENTITY:	Safety, Infrastructure & Geospatial	
DATE:	November 13, 2023	
CHANGE ORDER NUMBER:	1	
CHANGE ORDER TITLE:	ADD City of Milton, GA	
ORIGINAL PO / CONTRACT NUMBER:	23000700 / 22-115, Addendum #1	
CURRENT CONTRACT VALUE:	$2,429,290.00	Includes Extended Warranty, excludes taxes
REVISED CONTRACT VALUE:	$2,670,827.18	Includes Extended Warranty, excludes taxes
CHANGE ORDER PRICE:	241,537.18	
CURRENCY:	U.S. Dollars	

OTHER HEXAGON INFORMATION:

QUOTE NUMBER:	2023-56256
QUOTE & CHANGE REQUEST EXPIRATION DATE	November 30, 2023
PROJECT MANAGER:	Greg Giurintano
SALES CONTACT:	Alexandrea Cohen
PROJECT NUMBER:	ALP01

WHEREAS, the customer named above (hereafter "Customer") and the Intergraph Corporation, through its Hexagon Safety, Infrastructure & Geospatial division, (hereafter "Hexagon") have entered into the agreement named above for products and/or services (hereafter "Agreement");

WHEREAS, the Customer and Hexagon desire to amend the Agreement, as set forth below in this Change Order/Change Request (hereafter "Change Order" or "Change Request"), in consideration for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged;

NOW THEREFORE, the parties intending to be legally bound, hereby agree as follows:

I. DESCRIPTION OF CHANGE:

This Change Order makes the following revisions to this contract:

— Adds Software, Services and associated Maintenance for the City of Milton,GA as an additional agency to the system. First-year Recurring fee on Cloud Program Subscription software begins upon delivery of the license keys to Customer and Third Party Software Maintenance contemplated by this Change Order begins upon production use of such software.

--- Adds additional Training Services for the City of Milton, GA. Change Order includes one (1) OnCall Records Train-the-Trainer class and one (1) OnCall Dispatch Mobile Unit Train-the-Trainer class.

ASSUMPTIONS:
> With the exception of the two Train-the-Trainer classes noted above, the Change Order does not include any additional or separate tasks for the City of Milton, GA as Milton resources will participate in the tasks defined in the Alpharetta Statement of Work, dated March 27, 2023.
> The number of attendees for training sessions will remain the same as specified in Attachment D - Training Curriculum in the Statement of Work, dated March 27, 2023.
> The City of Milton will use the Alpharetta defined configurations for OnCall Dispatch and OnCall Records
> Hexagon is not responsible for entering Milton Agency data information to OnCall Records
> Change Order assumes the City of Milton will cutover at the same time as Alpharetta.
> Annual recurring fee will be adjusted based on this Change Order

The detailed technical or functional revisions to the contract are described below or in the separately attached Statement of Work (SOW):

Change Order delivery details

Delivery date	*To be scheduled upon Change Order execution*
Handling priority	*No Change*
Acceptance criteria	*No Change*
Required deliverables by Customer	*No Change*
Documentation and Training	*Attachment A - Statement of Work - Additional Training*
Changes to contract schedule	*No Change*
Guarantee and Warranty changes	*No Change*
Liability and reliability changes if any	*No Change*

Milestone payments as a result of this change order are revised as follows:

Change Order Payment Milestone #1 in the amount of $58,457.47 is due upon Change Order execution

Change Order Payment Milestone #2 in the amount of $53,800.83 is due upon completion of Attachment A: SOW Additional Training

Subscription fee amount for the first year of the Cloud Program is $129,278.88 and is due in accordance with the Master Terms.

Total amount to be paid for Change Order is $241,537.18

Check One

☑ **This Change Order does affect the contract value. All other Terms and Conditions remain unchanged and all Intellectual Property Rights covered by this Order/Request remain with Intergraph.**

☐ **This Change Order does not affect the contract value. Funds in the Customer Credit Balance may be used toward the purchase of future Intergraph software or services. All other Terms and Conditions remain unchanged and all Intellectual Property Rights covered by this Order/Request remain with Intergraph.**

II. CHANGE ORDER DETAILS

Items Added to Contract:

Contract Line Item#	ITEM DESCRIPTION	Part #	QTY	UNIT COST	TOTAL COST
	One-time Project Services				$48,694.87
	On-Call Records Train-the-Trainer				$22,422.43
	OnCall Dispatcher Mobile Unit Training				$31,378.40
	Licensing:				
	HxGN OnCall Dispatch - Viewer - Cloud (12 Month Subscription) **Included in Cloud Program program subscription fee*	HCL1166	5		
	HxGN OnCall Dispatch - Mobile Unit - Cloud (12 Month Subscription) *Included in Cloud Program subscription fee	HCL1202	25		
	HxGN OnCall Dispatch - Mobile Responder Client - Cloud (12 Month Subscription) *Included in Cloud Program subscription fee	HCL3209	3		
	HxGN OnCall Analytics - Viewer - Cloud (12 Month Subscription) *Included in Cloud Program subscription fee	HCL2310	5		
	HxGN OnCall Records - Concurrent User License - Cloud (12 Month Subscription) *Included in Cloud Program subscription fee	HCL0140	25		
	HxGN OnCall Analytics - Author - Cloud (12 Month Subscription) *Included in Cloud Program subscription fee	HCL2311	1		
	Trancite Easy Street Draw	THRDSW001	1	$5,200.00	$5,200.00
	CommSys ConnectCIC	THRDSW002	1	$1,250.00	$1,250.00
					-
				Total of Items Added:	**$108,945.70**

Maintenance, Recurring Annual Fees (or Extended Warranty) of Items Added Above: (if applicable)

Contract Line Item#	ITEM DESCRIPTION	Part #	QTY	UNIT COST	TOTAL COST
	Cloud Program Subscription Fee				$129,278.88
	Trancite Easy Street Draw	THRDSW001	1	$3,000.00	$3,000.00
	CommSys ConnectCIC	THRDSW002	1	$312.60	$312.60
				Total Software Maintenance Added:	**$132,591.48**

III. SUMMARIES:

CHANGE ORDER SUMMARY	
Additions:	$241,537.18
Removals:	-
Project Credit Applied	-
Total Change Order Price:	241,537.18

Customer Credit Balance	
Balance after this Change Order:	
Adjustments:	
Current Credit Balance:	-

IV. CHANGE ORDER APPROVAL:

IN WITNESS WHEREOF, the parties hereto have signed this Change Order/Change Request as of the date written above.

APPROVED BY: DocuSigned by: Tiffany Taylor 3E47AB7B652B4C3... **Date:** November 13, 2023

Authorized Signature
Intergraph Corporation

APPROVED BY: _____ **Date:** _____

Customer Authorized Signature

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be original, and all of which together shall constitute one and the same Agreement. A signature delivered by facsimile shall be deemed to be an original signature and shall be effective upon receipt thereof by the other party.

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ATTACHMENT A – ADDITIONAL TRAINING

This statement of work ("SOW" or "Statement of Work"), together with the Change Order to which this SOW is attached (the "Change Order" or "CO"; together with the SOW, the "Agreement"), describes the software and/or services that will be provided in exchange for payment of the applicable amount set forth in the Change Order. Any capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the original Contract, except as modified by the Change Order. Except as set forth below and/or in the Change Order, the terms and conditions of the original Contract shall: (i) remain unchanged and in full force and effect; and (ii) apply to this Agreement.

General Assumptions

Change Order Task 1 – Additional Training

Hexagon resources will conduct the following Train-the-Trainer sessions for the City of Milton-designated personnel.

- HxGN OnCall Records Train-the-Trainer – Qty: 1
- HxGN OnCall Dispatch | Mobile Unit Train-the-Trainer – Qty: 1

Task Deliverables

- Training course agendas
- Applicable COTS Documentation, in electronic format; for the Hexagon Training Classes

Task Prerequisites

- Customer has identified and secured an appropriate training room and set up with the workstations, at least one (1) LCD projector, display screen or other appropriate surface to display a projected image, and white-board space or other ability to take notes and record questions.
- The Customer has installed and configured at least one (1) workstation per student attending the session.

Task Assumptions

- The Customer will complete end user training within the End User Training Period.
- Both end-user training and train-the trainer training will be provided as specifically identified herein. Training will take place during normal Business Hours, which is typically from 8:00 am - 5:00 pm.
- Training documentation provided by Hexagon with this SOW will be standard COTS Documentation and help files and will not be customized to the Customer's site-specific configuration. All Documentation will be provided in electronic format. Should printed copies be required, the Customer is responsible for providing them.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Conduct Hexagon Training Classes.

Customer Team Participation and Responsibilities

Customer shall:

- Provide appropriate facilities and install/configure workstations as indicated in the Task Assumptions;
- Provide a Project Workstation for each attendee of the Hexagon Training Classes;

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- Ensure appropriate personnel participate in the Hexagon Training Courses; and
- Complete end user training within the End User Training Period.

Task Acceptance Criteria

This Task is complete once Hexagon has delivered the Hexagon Training Classes to the Customer

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HxGN OnCall Records Train-the-Trainer Training (Qty: 1)

This course provides training for the agency-designated trainers. All modules will be reviewed and related to each department in the agency such as Records, Patrol, Investigations, Evidence, and other departments. The users review the modules, searching capabilities, reporting, and other features in OnCall Records.

MAJOR TOPICS

- Navigating in OnCall Records
- Understanding the OnCall Records tabs: Hone, Reports, Search, Master Indices, Investigations, Court, Jail Management, Traffic, Evidence Management, Department, and Other Info
- Understanding the Master Indices (Master Name, Master Vehicle, Master Location)
- Reviewing the OnCall Records Modules
- Using the Record Properties menu
- Using the Records Linked menu
- Linking data
- Configuring alerts
- Exporting search results
- Setting alerts
- Understanding workflow
- Combining Master Index records
- Using canned and Report Server reports

PREREQUISITES

- Introduction to Windows course or equivalent knowledge and familiarity with the Windows user interface
- Understanding of basic Public Safety terminology
- Knowledge of agency business processes
- Agency modules to be used have been identified
- OnCall Records configuration complete
- OnCall Records Customer Functional Testing complete

TRAINING DETAILS

Method	Conducted on site by Hexagon Personnel
Target Audience	Agency trainers or end users
Duration	4 Days
Student Capacity	12, with a maximum of one student per workstation

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HxGN OnCall Dispatch | Mobile Unit Train-the-Trainer (Qty: 1)

COURSE OVERVIEW

HxGN OnCall Dispatch | Mobile Unit Train-the-Trainer is a two-day comprehensive course to familiarize trainers with the operation and use of the HxGN OnCall Dispatch | Mobile Unit software. Trainers will learn all of the essential functions of HxGN OnCall Dispatch | Mobile Unit including navigating the application, creating, receiving and updating events, utilizing the map, performing inquiries, handling units including updates and status changes, and communicating with other users. Trainers completing the course should have a good working knowledge of HxGN OnCall Dispatch | Mobile Unit.

MAJOR TOPICS

- Create, receive and update active events
- Update active unit status and properties
- Submitting inquires for events and units
- Submitting and receiving messages
- Create and receive HxGN OnCall Dispatch | Informer queries from HxGN OnCall Dispatch | Mobile Unit
- Using training guidelines and techniques for HxGN OnCall Dispatch | Mobile Unit

PREREQUISITES

- Customer mobile hardware fully staged and available
- HxGN OnCall Dispatch | Advantage and HxGN OnCall Dispatch | Mobile Unit fully licensed, staged, and available
- Credentials available
- Hexagon user account provisioned with local administrator rights on all workstations
- Customer Data collection spreadsheets completed
- HxGN OnCall Dispatch | Advantage and HxGN OnCall Dispatch | Mobile Unit fully staged and available on the trainer’s workstation

COURSE DETAILS

Method	Conducted on site by Hexagon Personnel
Target Audience	Personnel responsible for training the field personnel that respond to CAD events
Duration	Two (2) days
Student Capacity	Twelve (12)

FOURTH AMENDMENT
TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF SANDY SPRINGS
AND
THE CITY OF JOHNS CREEK
FOR
THE ACTIVATION OF THE JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY ANDTHE PROVISION OF 911 COMMUNICATIONS SERVICES

THIS FOURTH AMENDMENT ("Fourth Amendment") to that certain agreement dated October 27, 2008 by and between the CITY OF SANDY SPRINGS, GEORGIA, a Georgia municipal corporation ("COSS") and the CITY OF JOHNS CREEK, GEORGIA, a Georgia municipal corporation ("COJC") (collectively the "Participating Cities"), is entered into by the Participating Cities and shall be effective the day is shall have been executed by the Participating Cities (the "Effective Date").

WHEREAS, in December 2010, the Participating Cities entered into the First Amendment to the Intergovernmental Agreement (the "Agreement") for the purpose of specifying the terms and conditions for supplemental financial contributions to the Joint Public Safety and Judicial Facilities Authority for the Cities of Sandy Springs and Johns Creek (the "Authority"); and

WHEREAS, in February 2014, the Participating Cities entered into the Second Amendment to the Agreement for the purpose of extending the initial term of the Agreement for five (5) additional years, ending on July 1, 2019, pursuant to the provisions of Article 6 of the Agreement; and

WHEREAS, in July 2019, the Participating Cities entered into the Third Amendment to the Agreement regarding capitalization and pledged revenues of the Authority and for the purpose of extending the initial term of the Agreement for five (5) additional years, ending on July 1, 2024, pursuant to the provisions of Article 6 of the Agreement; and

WHEREAS, the Participating Cities now desire to amend Article 4 of the Agreement regarding capitalization and pledge revenue of the Authority to provide for compensation and consideration to be based on 2023 numbers and based on three (3) years call volume (2019, 2022-2023) with three percent (3%) annual escalator years 2026-2029, as shown in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, the Participating Cities further desire to extend the term of the Agreement for an additional five (5) years, ending on July 1, 2029, pursuant to the provisions of Article 6 of the Agreement; and

WHEREAS, the Participating Cities have authorized the execution of this Amendment through appropriate resolutions adopted by their governing bodies.

NOW, THEREFORE, in consideration for the following mutual obligations set forth below, and other good and valuable consideration, the adequacy of which is hereby acknowledged, the Participating Cities herby agree as follows: as follows:

AMENDMENT TO ARTICLE 4. Article 4 (Paragraph 4) of the Agreement entitled "Capitalization and Pledged Revenue" is hereby AMENDED as follows:

CAPITALIZATION AND PLEDGED REVENUE (PARAGRAPH 4).

Compensation and consideration for COJC and COSS shall be based on 2023 numbers and based upon three (3) years call volume (2019, 2022-2023) with three percent (3%) annual escalator years 2026-2029 (See Exhibit "A").

AMENDMENT TO ARTICLE 6. Article 6 of the Agreement entitled "Term of Agreement" is hereby AMENDED as follows:

This Agreement shall be effective for an initial term (the "Initial Term") commencing at midnight on the 1st day of November, 2008, and termination at midnight on the 1st day of July, 2029. The Participating Cities understand and agree that this Agreement may not be cancelled by any party prior to the end of the term described above for any reason. This Agreement shall be renewed by the Participating Cities in additional terms of five (5) years each upon resolutions of the governing bodies of each Party.

I. **NON-ASSIGNABILITY**. Participating Cities to this Agreement shall not assign any of the obligations or benefits of the Agreement.

II. **ENTIRE AGREEMENT**. The Participating Cities acknowledge, one to the other, that the terms of this Agreement constitutes the entire understanding and agreement of the Participating Cities regarding the subject matter of this Agreement.

III. **AMENDMENT**. This Agreement may be modified at any time upon mutual written consent by resolution of the councils of the of Participating Cities.

IV. **SEVERABILITY**. If a court of competent jurisdiction renders any provisions of this Agreement (or any portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion were not part of this Agreement.

V. **BINDING EFFECT**. This Agreement shall inure to the benefit of, and be binding upon, the respective Participating Cities' successors, heirs and assigns.

{SIGNATURE PAGE TO FOLLOW}

IN WITNESS WHEREOF, the Participating Cities, acting by and through their duly authorized officers, have caused this Fourth Amendment to be executed under their respective seals.

CITY OF SANDY SPRINGS, GEORGIA

By: _____
Russell K. Paul, Mayor

_____
Date of Execution

ATTEST:

By: _____
Raquel D. González, City Clerk

{SEAL}

APPROVED AS TO FORM:

By: _____
Daniel W. Lee, City Attorney

CITY OF JOHNS CREEK, GEORGIA

By: _____
John Bradberry, Mayor

_____
Date of Execution

ATTEST:

By: _____
Allison Tarpley, City Clerk

{SEAL}

By: _____
City Attorney

CONSENTED TO BY:

JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE CITIES OF SANDY SPRINGS, GEORGIA AND JOHNS CREEK, GEORGIA

By: _____
Name: Eden E. Freeman
Title: Chair

15 August 2024
Date of Execution

ATTEST:

By: _____
{SEAL}

EXHIBIT A
CHATTAHOOCHEE RIVER 911 AUTHORITY FY2026-2029
PROPOSED BUDGET

Exhibit A

Chattahoochee River 911 Authority
CHATCOMM

FISCAL YEAR 2025

PROPOSED BUDGET

Exhibit A

Chattahoochee River 911 Authority

FY 2025 PROPOSED BUDGET

REVENUES:			2020 Actual	2021 Actual	2022 Actual	2023 Actual	2024 Projected	2020 Budget	2021 Budget	2022 Budget	2023 Budget	2024 Budget	2025 Proposed Budget	% of Change
86030	336020	JOHNS CREEK E911 FEES	1,920,509	1,934,408	1,900,614	2,084,971	1,984,709	1,794,585	1,848,420	1,903,873	1,960,989	2,019,819	2,487,759	23.167%
86030	336021	CITY OF DUNWOODY SUBSCRIPTION	1,286,347	1,231,578	1,234,574	1,309,759	1,349,052	1,292,480	1,234,574	1,271,611	1,309,759	1,349,052	1,606,546	19.087%
86030	336031	CITY OF BROOKHAVEN SUBSCRIPTION	1,268,042	1,345,851	1,386,226	1,427,813	1,470,647	1,287,345	1,345,851	1,386,226	1,427,813	1,470,647	2,291,309	55.803%
86030	336050	SANDY SPRINGS E911 FEES	3,210,630	3,424,230	2,999,171	3,993,901	3,791,528	3,030,100	3,121,003	3,214,634	3,311,073	3,410,405	4,045,475	18.622%
86030	336090	JOHNS CREEK SUPPLEMENT	-	-	-	-	-	13,470	(60,603)	164,595	(38,490)	192,556	0.00	-100.00%
86030	336091	SANDY SPRINGS SUPPLEMENT	-	-	-	-	-	13,470	(60,603)	164,595	(57,350)	300,915	0.00	-100.00%
86030	381000	RENTAL INCOME	24,958	27,227	27,227	27,227	27,227	-	27,227	-	27,227	27,227	27,227	0.000%
		TOTAL REVENUES	**7,710,486**	**7,963,294**	**7,547,812**	**8,843,672**	**8,623,163**	**7,431,450**	**7,455,869**	**8,105,534**	**7,941,021**	**8,770,622**	**10,458,316**	**19.243%**

EXPENDITURES:			2020 Actual	2021 Actual	2022 Actual	2023 Actual	2024 Projected	2020 Budget	2021 Budget	2022 Budget	2023 Budget	2024 Budget	2025 Proposed Budget	% of Change
8603810	521200	iXP BASE CONTRACT	6,960,682	7,095,731	7,049,006	5,612,983	5,739,080	6,924,250	6,811,176	7,441,731	5,612,983	5,905,245	6,221,520	5.356%
8603810	521201	PROF SVCS-TECHNICAL	-	56,220	-	1,906,769	2,047,766	-	-	-	1,679,740	2,117,700	3,535,902	66.969%
8603810	521210	PROF SVCS-AUDIT	12,770	14,655	14,285	20,925	29,810	13,500	12,000	12,000	15,000	30,000	35,000	16.667%
8603810	521250	PROF SVCS-LEGAL	36,737	35,675	16,186	13,000	7,489	27,600	27,600	27,600	25,000	27,600	30,000	8.696%
8603810	521275	MEDICAL DIRECTION	71,061	73,726	75,857	81,282	84,347	72,000	72,000	72,000	80,000	86,375	92,781	7.417%
8603810	521300	TECHNICAL SERVICES	77,216	71,249	71,249	71,249	71,249	72,000	72,000	72,000	72,000	72,000	-	-100.000%
8603810	522310	BUILDING OPERATING LEASE	174,168	378,999	338,346	382,460	392,681	189,700	334,425	342,785	351,355	392,268	402,365	2.574%
8603810	523100	LIABILITY INSURANCE	76,805	54,880	55,518	59,326	66,027	82,400	84,872	87,418	53,743	66,634	75,747	13.676%
8603810	523955	BANK SERVICE FEES	-	479	3,082	3,728	4,014	-	-	-	3,600	4,800	5,000	4.167%
8603810	531100	GEN SUPPLIES & MATERIALS	13,718	5,409	908	4,295	1,450	-	-	-	5,000	5,000	10,000	100.00%
8603810	579000	CONTINGENCY	-	-	1,758	1,758	-	50,000	41,796	50,000	42,600	63,000	50,000	-20.635%
		TOTAL EXPENDITURES	**7,423,157**	**7,787,023**	**7,626,195**	**8,157,774**	**8,443,912**	**7,431,450**	**7,455,869**	**8,105,534**	**7,941,021**	**8,770,622**	**10,458,316**	19.243%
NET CHANGE IN FUND BALANCE			**287,330**	**176,271**	**(78,383)**	**685,898**	**179,250**	-	-	-	-	-	-	
FUND BALANCE BEGINNING OF YEAR			**57,464**	**344,794**	**521,065**	**1,343,381**	**2,068,226**							
FUND BALANCE END OF YEAR			**344,794**	**521,065**	**442,682**	**2,029,279**	**2,247,476**							

City	2019 Call Volume	2022 Call Volume	2023 Call Volume	Call Volume Average
JOHNS CREEK SUPPLEMENT	36.64%	40.16%	39.61%	38.09%
SANDY SPRINGS SUPPLEMENT	63.36%	59.84%	60.39%	61.91%
JOHNS CREEK CALL VOLUME	21.84%	24.78%	24.04%	23.89%
SANDY SPRINGS CALL VOLUME	37.77%	36.92%	36.66%	38.84%
DUNWOODY CALL VOLUME	16.00%	14.21%	14.65%	15.36%
BROOKHAVEN CALL VOLUME	24.39%	24.09%	24.64%	21.91%
TOTAL	**100.00%**	**100.00%**	**100.00%**	**100.00%**

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF 911 EMERGENCY COMMUNICATIONS SERVICES AND GCIC INFORMATION SERVICES BETWEEN THE CITY OF ALPHARETTA, GEORGIA AND THE CITY OF MILTON, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), by and between the City of Alpharetta, Georgia ("Alpharetta") and the City of Milton, Georgia ("Milton") is entered into this 24th day of September, 2018.

WHEREAS, Article IX, Section II, Paragraph III of the Georgia Constitution allows municipalities to provide police and fire protection services, and to extend those services to other jurisdictions pursuant to contract with the affected jurisdictions;

WHEREAS, Article IX, Section III, Paragraph I of the Georgia Constitution allows municipalities to contract with one another in intergovernmental agreements for the provision of any services authorized by law;

WHEREAS, the parties intend to contract under the authority set forth above, rather than create a "mutual aid agreement" pursuant to O.C.G.A. § 36-69-1 *et seq.* or a "joint authority" pursuant to O.C.G.A. § 46-5-138;

WHEREAS, Alpharetta and Milton desire to enter into this Agreement for Alpharetta to provide a public safety answering point within the boundaries of Milton for a period of ten (10) years beginning October 1, 2018; and

WHEREAS, this Agreement establishes the cost of Emergency 911 System and public safety radio dispatch services to be provided by Alpharetta to Milton pursuant to this Agreement; and

WHEREAS, this Agreement also establishes the terms on which Alpharetta will communicate with the Georgia Crime Information Center (GCIC) on Milton's behalf; and

WHEREAS, Alpharetta and Milton desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, both Alpharetta and Milton have authorized the execution of this Agreement through appropriate Resolutions adopted by their respective governing bodies.

NOW, THEREFORE, in consideration of the following mutual obligations, Alpharetta and Milton agree as follows:

ARTICLE 1

PURPOSE AND INTENT

1.1 The purpose of this Agreement is to provide the vital and necessary communications link between Milton's citizens and Alpharetta's Emergency Dispatch Center for a period of ten (10) years, commencing October 1, 2018 at 0000 hours and concluding at 2400 hours on September 30, 2028.

1.2 Alpharetta therefore agrees to provide Milton with courteous, efficient, and accessible Emergency Communications Service in response to requests for assistance from within the corporate boundaries of Milton involving emergencies, non-emergencies, and responses to natural and man-made disasters, for the term prescribed in this Agreement, consistent with the overall quality of services provided throughout Alpharetta.

1.3 Alpharetta also agrees to provide Milton with Georgia Crime Information Center (GCIC) services as described in Exhibit "A" to this Agreement.

ARTICLE 2

DEFINITIONS

For the purposes of this Agreement, the following terms shall be defined as:

2.1 Call-For-Service means a request received from any person through Alpharetta's Emergency Dispatch Center, Emergency 911 System, requiring emergency or non-emergency Police Department, Fire Department, or ambulance/medical ("EMS") pre-hospital care response or assistance in response to natural and man-made incidents.

2.2 Communications Officer means any employee of the Alpharetta Department of Public Safety, who has successfully completed the basic training course required by O.C.G.A. § 35-8-23, to receive, process, or transmit public safety information and

dispatch law enforcement officers, firefighters, EMS personnel, or emergency management personnel.

2.3 Emergency Communications Services means the receipt and processing of incoming Calls-For-Service through the Emergency 911 System for emergency and non-emergency requests for EMS, police, fire and other public safety services, and initiation of the appropriate response action. The service also includes the coordination of requests for support and auxiliary services from Milton field units and refers crimes and incidents not requiring an on-scene investigation by a field unit to the appropriate agency. This is considered the vital and necessary communications link between citizens and the Alpharetta Emergency Dispatch Center through consolidated, Enhanced 911 call reception and radio dispatching of requests for public safety services. The use of the North Fulton Regional Radio System is the primary method of dispatching Calls-For-Service to Milton field units dispatched through the Emergency Dispatch Center.

2.4 Emergency Dispatch Center means that unit of Alpharetta government, including the PSAP and the use of the International Academy of Dispatch, Emergency Priority Dispatch System (EPDS), responsible for Emergency Communications Services, including answering all Calls-For-Services for emergency service and dispatching police, fire and EMS vehicles to the proper locations.

2.5 International Academy of Emergency Dispatch, Emergency Priority Dispatch System (EPDS) means that system employed by Alpharetta to process Calls-For-Service and provide callers with pre-arrival instructions for Police, Fire and Emergency Medical Service events.

2.6 Emergency 911 System means that system, as contemplated by Title 46, Chapter 5, Article 2, Part 4 of the O.C.G.A., which provides Alpharetta emergency Communications Officers the telephone number, name and address of the telephone subscriber, and other pertinent 911 and wireless enhanced 911 information on any Call-For-Service.

2.7 Fire Department means the Milton Fire Department.

2.8 Police Department means the Milton Police Department.

2.9 Public Safety Answering Point ("PSAP") means an emergency communications dispatch operation, responsible for answering all telephone Calls-For-Services, and employing technologies such as trunked radio, wireless enhanced 911,

computer aided dispatch ("CAD") and mobile data to provide appropriate responses to Calls-For-Service.

2.10 NENA means National Emergency Number Association, an ANSI accredited standards developer.

ARTICLE 3

TERM OF AGREEMENT

The term of this Agreement is for ten (10) years, commencing October 1, 2018 at 0000 hours and concluding at 2400 hours on September 30, 2028. At the conclusion of this term, each party will be solely responsible for providing all public safety answering point services within its respective boundaries, unless this Agreement is extended by mutual agreement approved by the governing bodies of both parties. Additionally, either party may terminate this Agreement upon the provision to the other party of at least eighteen (18) months prior written notice of termination.

ARTICLE 4

COMPENSATION AND CONSIDERATION

4.1 In order to compensate Alpharetta for the performance of its services under this Agreement, Milton shall tender to Alpharetta the fees imposed and received/collected by Milton under the authority of (1) O.C.G.A. § 46-5-133 and O.C.G.A. § 46-5-134, for 9-1-1 charges (including postpaid wireline and VOIP telephone 9-1-1 charges) and wireless enhanced 9-1-1 charges as defined by O.C.G.A. § 46-5-122 and (2) O.C.G.A. § 46-5-134.2 for prepaid wireless 9-1-1 charges as defined by O.C.G.A. § 46-5-134.2(a)(4) (collectively the "Fees").

4.2 Milton shall tender the Fees to Alpharetta for the remainder of calendar year 2018 on a quarterly basis, on October 1, 2018 and January 1, 2019 (or as soon after January 1 as is reasonably practicable). As for Fees collected beginning January 1, 2019, Milton shall tender the Fees within thirty (30) days of each receipt by Milton of the Fees from the Georgia Department of Revenue, as direct recipient of some Fees pursuant to 134.2 and as the contracted collection partner of the Georgia Emergency Communications Authority for other Fees pursuant to O.C.G.A. § 46-5-134.2.

4.3 Milton shall have an obligation to impose and receive the Fees, and shall further have an obligation to ensure that it

follows all legal requirements and obligations necessary to lawfully impose and receive the Fees, to include any enhanced or expanded fees that the General Assembly may authorize.

4.4 Payment to Alpharetta as set forth in Section 4.1 shall constitute Milton's sole compensation obligation for Alpharetta's performance of services under the Agreement. For capital expansion/service improvement projects that are not fully funded within the payment structure set forth in Section 4.1, the Cities agree to work jointly on an equitable funding arrangement. The parties agree to consider for this purpose the available fund balance (if any) within each city's Emergency 911 Fund.

4.5 Alpharetta shall provide to Milton, on an annual basis, documentation establishing the costs to provide the services under the Agreement, with sufficient detail included to demonstrate the percentage of those total costs that Milton is directly funding.

ARTICLE 5

EMERGENCY COMMUNICATIONS SERVICES

5.1 Alpharetta operates a consolidated public safety answering point in its Emergency Dispatch Center on a 24-hour basis, 365 days per year, staffed in four 12-hour alternating shifts. The Communications Officers receive citizens' requests for service, process those requests, dispatch emergency units as appropriate, and monitor Police, Fire and EMS activities. The Emergency Priority Dispatch System is employed to process medical calls and provide callers with pre-arrival instructions. The resources of the Emergency Dispatch Center shall be made available to receive and process Calls-For-Service from within Milton, and to otherwise provide Emergency Communications Services for Milton, consistent with the overall quality of services provided throughout Alpharetta.

5.2 The wide-ranging (both emergency and non-emergency), continuous and multitudinous nature of the calls received by a large metropolitan PSAP like Alpharetta's Emergency Dispatch Center, makes it difficult to assign an "average call answer time." In order to establish a reasonable customer service standard, it is hereby declared to be the objective of the Alpharetta Emergency Dispatch Center to respond on average to 6,000 Calls-For-Service per month emanating from the City of Milton compliant with NENA Standard 56-005. The standard is that Ninety percent (90%) of all 9-1-1 calls arriving at the PSAP should be answered within ten (10) seconds during the busy hour (the hour of the day with the

greatest call volume, as defined in the NENA Master Glossary), and ninety-five (95%) should be answered within twenty (20) seconds. Exceptions would be unpredictable system overload, declared disaster, or disruption in voice or data transmission.

5.3 In operating the Emergency Dispatch Center and receiving and processing Calls-For-Service from within Milton, Alpharetta shall comply with any applicable federal and state statutes and regulations.

ARTICLE 6

EMPLOYMENT STATUS

6.1 All emergency Communications Officers, as well as any other Alpharetta personnel assigned under this Agreement, are and will continue to be employees of the City of Alpharetta for all purposes, including but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions. All emergency communications employees will continue to report under the management structure established in the Alpharetta Department of Public Safety.

6.2 In the event Milton's Police Chief or Fire Chief becomes dissatisfied with the performance of any sworn or civilian personnel performing Emergency Communications Services on behalf of Milton, he/she shall discuss the concerns with the Alpharetta Public Safety Director.

ARTICLE 7

RECORD KEEPING AND REPORTING

7.1 The Alpharetta Department of Public Safety Records Section is the central repository for all records pertaining to emergency dispatch and shall make available public records as defined by the Georgia Open Records Act, O.C.G.A. § 50-18-70, et seq. during the term of this Agreement.

7.2 The Alpharetta Public Safety Director, or his/her designee, shall prepare and deliver monthly written reports to Milton's Police Chief and Fire Chief. The reports shall describe, regarding the prior month, the volume of Calls-For-Service, identification of police, fire or EMS response, and answer speed for calls originating from within the City of Milton.

7.3 Except as limited by any provision of state or federal law, Milton may request, review and access data and Alpharetta records, at a mutually agreed upon time, to ensure compliance with this Agreement.

ARTICLE 8

ANCILLARY SERVICES

8.1 Alpharetta provides a variety of ancillary services incumbent on a large metropolitan public safety answering point. These services will be provided to Milton pursuant to this Agreement, the consideration for which has been included as part of the payment provided in Article 4, and shall include technical operations, administration, quality assurance and training, cost allocation, facilities maintenance, fiscal management, general operating supplies, human resources, information systems, maintenance, public information, purchasing, utilities and other critical services attendant to the operation of a public safety answering point.

8.2 Various operational guidelines, procedures and support function responsibilities shall be established cooperatively between the Alpharetta Director of Public Safety or designee and the Milton Chiefs of Police and Fire or designee(s) pursuant to a memorandum of understanding with regard to function and levels of mutually beneficial support from and to various city departments referenced in Section 8.1 above.

ARTICLE 9

ALPHARETTA-MILTON RELATIONS

9.1 The Alpharetta Public Safety Director, or his/her designee, will notify Milton's Police Chief and Fire Chief in the event of a significant emergency communications or emergency management situation within Alpharetta. The Alpharetta's Public Safety Director and Milton's Police Chief and Fire Chief sha11 designate the kinds of incidents that are to be considered "significant" by a joint memorandum and shall also designate priorities for services to be provided under this Agreement. In the event no memorandum is executed, Milton's Police Chief and Fire Chief shall be notified of significant emergency communications or emergency management situations consistent with

the notification provided by the Alpharetta Emergency Dispatch Center to the Alpharetta Public Safety Director.

9.2 Alpharetta shall be the sole provider of public safety answering point services during the operation of this Agreement.

ARTICLE 10

TRANSITION

10.1 In the event of the termination or expiration of this Agreement, Alpharetta and Milton shall cooperate in good faith in order to effectuate a smooth and harmonious transition and maintain the same high quality of Emergency Communications Services provided by Alpharetta pursuant to this Agreement for the residents, businesses and visitors of Alpharetta and Milton.

10.2 The Alpharetta Public Safety Director or his/her designee shall present a summary report to the Milton City Council within sixty (60) days of the conclusion of this Agreement to facilitate the transition to Milton's new PSAP.

10.3 Alpharetta and Milton agree that ninety (90) days prior to expiration of this Agreement, the Alpharetta Public Safety Director and Milton's Police Chief and Fire Chief will meet and confer to effect a smooth transition.

ARTICLE 11

INDEMNIFICATION

11.1 It is the intent of the parties to be covered under the auspices of the immunity granted by O.C.G.A. § 46-5-131. Only to the extent permitted by law and in the event O.C.G.A. § 46-5-131 is deemed inapplicable, shall Milton defend, indemnify and hold harmless Alpharetta and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which Alpharetta or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by Milton, its employees, officers and agents. Alpharetta shall promptly notify Milton of each claim, assert all statutory defenses, cooperate with Milton in the defense and resolution of each claim and not settle or otherwise dispose of the claim without Milton's participation.

11.2 It is the intent of the parties to be covered under the auspices of the immunity granted by O.C.G.A. § 46-5-131. Only to the extent permitted by law and in the event O.C.G.A. § 46-5-131 is deemed inapplicable, shall Alpharetta defend, indemnify and hold harmless Milton and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which Milton or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by Alpharetta, its employees, officers, and agents. Milton shall promptly notify Alpharetta of each claim, assert all statutory defenses, cooperate with Alpharetta in the defense and resolution of each claim and not settle or otherwise dispose of the claim without Alpharetta's participation.

11.3 The immunity and indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

ARTICLE 12

EVENT OF DEFAULT

12.1 An event of default shall mean a material breach of this Agreement by Alpharetta as follows:

12.1.1 Alpharetta repeatedly disregards local priorities established in the memorandum contemplated in Section 9.1.

2.1.2 Alpharetta does not maintain sufficient personnel in the Emergency Dispatch Center to properly service the volume of Milton Calls-For-Services as required by and in conformance with Article 5.

12.1.3 Alpharetta consistently fails to meet the levels of service outlined in Article 5, which failure has been communicated in writing by action of the Milton City Council to the Alpharetta City Council on more than one occasion.

12.2 An event of default shall mean a material breach of this Agreement by Milton as follows:

12.2.1 Failure of Milton to timely pay the compensation referred to in Article 4.

ARTICLE 13

TERMINATION AND REMEDIES

13.1 Alpharetta or Milton may terminate this Agreement for an event of default, or as outlined in Article 3, Term of Agreement, unless the default is cured as provided in this article.

13.2 If an event of default occurs, in the determination of Milton, Milton shall notify Alpharetta in writing, specify the basis for the default and advise Alpharetta that the default must be cured to Milton's reasonable satisfaction within a 60-day period. Milton may grant additional time to cure the default, as Milton may deem appropriate, without waiver of any of Milton's rights, so long as Alpharetta has commenced curing the default and is effectuating a cure with diligence and continuity during the 60-day period, or any longer period which Milton prescribes.

13.3 If an event of default occurs, in the determination of Alpharetta, Alpharetta may notify Milton in writing, specify the basis for the default and advise Milton that the default must be cured to Alpharetta's reasonable satisfaction within a 60-day period; except that for events of default related to the payment of fees, the cure period is reduced to 30 days. Alpharetta may grant additional time to cure the default, as Alpharetta may deem appropriate, without waiver of any of Alpharetta's rights, so long as Milton has commenced curing the default and is effectuating a cure with diligence and continuity during the 60-day period (30 days for payments) or any longer period which Alpharetta prescribes.

13.4 In the event that either party breaches a material term or condition of this Agreement, other than an event of default, the party in breach, upon receipt of a written request from the non-breaching party, shall remedy the breach within thirty (30) days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching party may utilize the remedies of declaratory judgment, specific performance, mandamus or injunctive relief to compel the breaching party to remedy the breach.

13.5 The parties reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

ARTICLE 14

AMENDMENTS

This Agreement may be modified at any time during the term by mutual written consent of both parties.

ARTICLE 15

NOTICES

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the City of Alpharetta:

Robert J. Regus, City Administrator
2 Park Plaza
Alpharetta, Georgia 30004
(678)297-6000

With a copy to:

C. Sam Thomas, City Attorney
2 Park Plaza
Alpharetta, Georgia 30004
(678)297-6000

If to the City of Milton:

Steven Krokoff, City Manager
Milton City Hall
2006 Heritage Walk
Milton, Georgia 30004
(678)242-2500

With a copy to:

Jarrard and Davis, LLP
Attention: Ken E. Jarrard, City Attorney
222 Webb Street
Cumming, Georgia 30040
(678)455-7150

ARTICLE 16

NON-ASSIGNABILITY; LIMITED THIRD-PARTY RIGHTS

Neither party may assign any of the obligations or benefits of this Agreement. Except to the extent expressly provided in other Articles of this Agreement, this Agreement shall be exclusively for the benefit of Alpharetta and Milton, and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

ARTICLE 17

ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and agreement of the parties regarding the subject matter of the Agreement.

ARTICLE 18

SEVERABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

ARTICLE 19

BINDING EFFECT

This Agreement shall insure to the benefit of, and be binding upon, the respective parties' successors.

ARTICLE 20

COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

ARTICLE 21

E-VERIFY AND TITLE VI COMPLIANCE

In performing their duties under this Agreement, each party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-Verify and Title VI requirements under applicable law.

ARTICLE 22

NO WAIVER OF SOVEREIGN OR PERSONAL IMMUNITIES

Nothing contained in this Agreement shall be construed to be a waiver of Alpharetta's or Milton's sovereign immunity or any individual's qualified good faith or official immunities.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Alpharetta and Milton have executed this Intergovernmental Agreement through their duly authorized officers on the day and year first above written.

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

_____
Coty Thigpen, City Clerk
(SEAL)

APPROVED AS TO FORM:

_____
Robert J. Regus, City Administrator

_____
C. Sam Thomas, City Attorney

CITY OF MILTON, GEORGIA

By: _____
Joe Lockwood, Mayor

_____
Sudie (AM) Gordon, City Clerk
(SEAL)

APPROVED AS TO FORM:

_____
Steven Krokoff, City Manager

_____
Ken E. Jarrard, City Attorney
Sept. 13 2018
Jarrard & Davis

EXHIBIT "A"

GCIC SERVICES

The policies and procedures below shall govern Alpharetta's access to GCIC records and databases on behalf of Milton, except to the extent that these are superseded by GCIC regulations, the Security Policy of the Criminal Justice Information Services (CJIS) Division of the US Federal Bureau of Investigation, or any similar controlling law or policy published during the term of the Agreement, in which case the parties shall adhere to the superseding requirements of such law or policy.

Requesting Criminal History Record Information

Regarding requests for criminal history record information (CHRI) and other information available via Georgia's Criminal Justice Information System network (CJIS), the National Law Enforcement Telecommunications System (NLETS), or the National Crime Information System (NCIC) pursuant to this Agreement, Alpharetta will be available pursuant to this Agreement to provide service to Milton twenty four (24) hours a day, seven (7) days a week, every day of the year. Additionally, Milton shall provide to Alpharetta the equipment needed to access the CHRI system on its behalf and storage cabinets for all Milton records.

In accordance with federal regulations, NCIC policy and the Alpharetta Department of Public Safety User's Agreement, all requests for CHRI are made using a criminal justice agency Originating Agency Identifier (ORI). When Milton requests CHRI for the administration of criminal justice (PUR/C), Milton shall provide a warrant number, case number, citation number, "EF" number, arrest/booking number, system record number, docket number or other significant number leading to the case file or investigation. Failure to provide such a required number shall result in denial of the request and (unless the omission of the number was inadvertent and subsequently remedied) notification to the GCIC Chief of Staff of a potential violation of O.C.G.A. § 16-9-90. When Milton requests CHRI for criminal justice employment (PUR/J) or other authorized purposes (PUR/E, M, N, W), Milton shall provide a copy of the fingerprint card or the signed consent form. Failure to provide either document shall result in the denial of the request and (unless the omission of the number was inadvertent and subsequently remedied) notification to the GCIC Chief of Staff of a potential violation of O.C.G.A. § 16-9-90.

Requesting Vehicle Registration/Title, Driver History and Other Information via the CJIS Network, NLETS or NCIC

All requests for information received over the law enforcement radio network(s) monitored by Alpharetta shall be honored and the requested information shall be provided as soon as possible. If the requesting officer, prior to the end of the shift on which it was requested, does not claim hard copies of the terminal printouts, the printouts shall be shredded. Telephonic requests shall be honored if the operator can identify the person making the request. If the operator is unsure of the requester, the operator shall ask the requester to provide their agency's ORI then telephone that agency to ensure the requester is authorized to receive said information. If the person is authorized to receive the information, the operator shall make the request using the ORI of Alpharetta.

If the person is not authorized to receive the information, the operator will not request the information and will notify his or her supervisor. The supervisor shall be responsible for notifying the GCIC Chief of Staff of a potential security violation.

Making Record Entries, Modifications and Supplemental Record Entries

The ORI of Alpharetta shall be used to make all requested record entries when it receives a warrant or a complete incident report from Milton. The only exception to this requirement is when Milton requests the entry of a missing juvenile, a fleeing felon, felony vehicle or a missing ALZHEIMER'S afflicted adult. Requests for these types of entries shall be accepted telephonically. Supporting documentation shall be faxed or delivered as soon as it is available. If the supporting documentation is not received within forty-eight (48) hours, the record entry(s) shall be canceled.

Alpharetta shall use the warrant or complete incident report to code the GCIC/NCIC worksheet prior to entering the record. Alpharetta, for wanted and missing person record entries, shall inquire against the GCIC and NCIC criminal history files (using the ORI of Milton). Milton shall indicate the limits of extradition on the face of the warrant. All additional personal descriptors shall be added to the GCIC/NCIC worksheet and included in the record entry or added to the record entry using the Supplemental Record Entry format. When all available information has been added to the record entry, an inquiry shall be made against the record entry. Another person in Alpharetta shall check

the inquiry response for completeness and accuracy. Copies of the GCIC/NCIC worksheet and all terminal printouts shall be returned to Milton upon request. The worksheets and printouts are to be placed in the case files and are subject to review by GCIC and NCIC Auditors.

Requests for Modifying, Clearing and Canceling Record Entries

When Milton requests that a record entry be modified, cleared or canceled it must provide a supplemental report to Alpharetta. The record will only be modified, cleared or canceled when the supplemental report has been received. Copies of all terminal printouts shall be given to Milton when the requested function has been completed. The originals shall be retained in the files maintained by Alpharetta.

Requesting "HIT" Confirmation

When Alpharetta receives a "HIT" on a record inquired upon as the result of a request from Milton, a request for "HIT" confirmation message (YQ format) shall be sent. Milton must inform Alpharetta if the request is PRIORITY (10 minute response) or ROUTINE (one hour response). As soon as this information is received, the request for "HIT" confirmation shall be transmitted using the ORI of Milton. As soon as the response to the request for "HIT" confirmation is received, it shall be transmitted to the officer.

Responding to Requests for "HIT" Confirmation

When Alpharetta receives a request for "HIT" confirmation, the on-duty operator shall locate the active file and compare all data elements against the data in the YQ message. If all data elements match, Alpharetta shall respond to the YQ message using a YR message entered using the ORI of Milton and confirm that the record inquired on is a valid record entry based upon the records maintained by Alpharetta. Milton shall be notified that Alpharetta has confirmed a "HIT" on one of its record entries. If a Locate Message is received, Alpharetta shall clear the record entry using the clear transaction. If no Locate Message is received within one hour Alpharetta shall send a Failure to Locate Message to GCIC's ICDC and the agency that failed to "Locate" the record entry after it was confirmed. Alpharetta using its ORI, shall "Clear" the record entry. Copies of all terminal printouts shall be given to Milton upon request. The original terminal printouts shall be retained in the files of Alpharetta.

Validation of Record Entries

All record entries are to be validated ninety (90) days after entry; and, then every twelve (12) months in accordance with the file retention schedule established by NCIC. It is the exclusive responsibility of Milton to validate all record entries made on its behalf by Alpharetta, in accordance with the validation steps established by GCIC and NCIC.

Alpharetta shall assist Milton in inquiring against the state and national criminal history files, using the ORI of Milton and name of the Milton Terminal Agency Coordinator in the Attention [ATN] field. The System Record Number (SRN) from the record entry being validated shall be used in the Agency Reference Number (ARN) field. Alpharetta shall further assist in the validation process by participating in the On-Line Validation program for records entered for Milton, by acknowledging receipt of the monthly validation package and affirming the validity of the record entries listed on the monthly validation printout when Milton affirms, in writing, the validity of all record entries listed on the monthly printout. This affirmation shall be on the official letterhead of Milton's Department of Public Safety, and signed by the agency head. If this written affirmation is not received by Alpharetta within the required time limit, the record entries listed on the validation printout shall be purged.

INTERGOVERNMENTAL AGREEMENT
FOR THE ACTIVATION OF THE
JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE CITIES OF SANDY SPRINGS, GEORGIA AND JOHNS CREEK, GEORGIA
FOR THE PROVISION OF 911 COMMUNICATIONS SERVICES IN THE CITIES OF SANDY SPRINGS AND JOHNS CREEK

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement"), is entered into by and between the City of Sandy Springs, Georgia ("COSS") and the City of Johns Creek, Georgia ("COJC"), this 27th day of October, 2008.

WHEREAS, COSS is a municipality created by the 2005 Georgia General Assembly pursuant to House Bills 36 and 37 (the "COSS HB"); and

WHEREAS, COJC is a municipality created by the 2006 Georgia General Assembly pursuant to House Bill 1321 (the "COJC HB"); and

WHEREAS, the COSS HB and the COJC HB each provide the respective cities a transition period before they must assume and exercise all powers of a municipality; and

WHEREAS, the COSS HB and the COJC HB each provide that where a particular tax, fee, assessment, fine, forfeiture, or other amount collected is specifically related to the provision of a particular government service or function by Fulton County, Georgia (the "County"), the service or function shall continue to be provided by the County during the transition period contingent upon payment by COSS or COJC of the actual cost of providing such service or function unless otherwise provided in a written agreement between the new city and the County; and

WHEREAS, the Georgia Constitution, Article IX, § 2, ¶ 3, except as otherwise provided by law, prohibits cities and counties from exercising governmental authority within each other's boundaries except by intergovernmental agreement; and

WHEREAS, in December of 2005, COSS entered into an Intergovernmental Agreement (the "COSS 911 IGA") with the County to provide a public safety answering point within the boundaries of COSS, which established the cost of enhanced 911 emergency call reception and public safety dispatch services to be provided by the County; and

WHEREAS, the County continues to provide 911 communications services to COSS pursuant to the terms of the COSS 911 IGA, which will terminate on December 31, 2008, unless extended by the parties thereto; and

WHEREAS, in November of 2006, COJC entered into an Intergovernmental Agreement (the "COJC 911 IGA") with Fulton County, Georgia (the "County") to provide a public safety answering point within the boundaries of COJC, which established the cost of enhanced 911 emergency call reception and public safety dispatch services to be provided by the County; and

WHEREAS, the County continues to provide 911 communications services to COJC pursuant to the terms of the COJC 911 IGA, which will terminate on December 1, 2008, unless extended by the parties thereto; and

WHEREAS, COSS and COJC each desire to assume and exercise all municipal powers with respect to 911 communications services within their respective corporate boundaries at the expiration of the COSS 911 IGA and the COJC 911 IGA and have determined that it is in their best interests to provide such services as a joint effort; and

WHEREAS, COSS and COJC desire to create a joint public safety and judicial facilities authority pursuant to the provisions of O.C.G.A. § 36-75-1, et seq. (the "War on Terrorism Local Assistance Act" or the "Act"), for the purpose of creating, owning, and placing into operation facilities to be used for 911 communications services for COSS and COJC; and

WHEREAS, COSS and COJC anticipate that additional municipalities may desire to participate in the Authority and the services offered by the 911 Center and to accept the terms of the Agreement and its obligations (COSS and COJC, together with any other municipalities who hereinafter become parties to this Agreement, are herein referred to collectively as "Participating Cities"); and

WHEREAS, the Participating Cities desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the Participating Cities have authorized the execution of this Agreement through appropriate resolutions adopted by their governing bodies;

NOW, THEREFORE, in consideration of the following mutual obligations, the Participating Cities hereby agree as follows:

ARTICLE 1

PURPOSE AND INTENT

The purpose of this Agreement is to establish the intent of the Participating Cities to create a joint public safety and judicial facilities authority to be known as "The Joint Public Safety and Judicial Facilities Authority for the Cities of Sandy Springs, Georgia and Johns Creek, Georgia", doing business as the Chattahoochee River 911 Authority (the "Authority") for the purpose of providing 911 communications services within the corporate boundaries of COSS and COJC.

ARTICLE 2

EMERGENCY COMMUNICATIONS SERVICE

The Authority will operate a joint consolidated public safety answering point in its emergency communications center (the "911 Center") on a 24-hour basis, 365 days per year, from which the services contemplated under this Agreement will be rendered initially for COSS and COJC. All matters relating to the acquisition of equipment and facilities and the operation of the 911 Center shall be determined by the Authority's board of directors as provided herein.

In the event other municipalities desire to join the Authority and to accept the terms and become a party to this Agreement in order to be served by the 911 Center, it may do so by action of the Board of Directors and resolutions of the councils of all Participating Cities.

ARTICLE 3

GOVERNANCE OF AUTHORITY

Control and management of the Authority shall be vested in a board of directors whose members shall be residents of the respective Participating Cities. The initial directors of the Authority shall be the City Manager of COSS, if he is a resident of COSS and if not, his designee, and the City Manager of COJC, if he is a resident of COJC and if not, his designee. The directors shall receive no compensation for their services.

The board of directors shall make bylaws and establish rules and regulations for the governing of the Authority and may delegate to one or more of the officers, agents, and employees of the Authority such powers and duties as may be deemed necessary and proper. Bylaws and governance documents shall be subject to the mutual review and approval of the councils of all Participating Cities.

ARTICLE 4

CAPITALIZATION AND PLEDGED REVENUES

The amount of capital with which the Authority shall begin operation is three million five hundred thousand dollars ($3,500,000). Initial capitalization shall be in the form of loans from each city to the Authority in the following amounts:

Amount	Responsible Party
$2,500,000	COSS
$1,000,000	COJC

To secure the 911 communication services to be rendered pursuant to this Agreement, the Participating Cities hereby agree to pledge to the Authority all revenue received for the monthly 911 charge upon each wired and wireless telephone subscriber served by the Authority's 911 communications service (the "Pledged Revenues"), as provided by O.C.G.A. § 46-5-134 for the operation of the 911 Center. The Participating Cities understand and agree that the Pledged Revenues are necessary for the payment of all liabilities of the Authority; therefore, the Pledged Revenues may not be repealed, revoked, rescinded or otherwise removed during the initial term of this Agreement, or any renewal term. Pledged Revenues shall be remitted to the Authority within ten (10) days of receipt by the Participating City.

Revenues of the Authority in excess of amounts necessary for the payment of all other liabilities shall be used at the direction of the Board of Directors to repay amounts loaned to the Authority by the Participating Cities for capitalization on a pro rata basis.

In the event the Authority shall need additional capital, it shall submit verification of need to the councils of all Participating Cities and obtain approval of such additional

capital by resolution from all councils. Any additional capital approved by all councils shall be contributed by the Participating Cities in equal shares in such form as determined by the Board of Directors to be in the best interest of the Authority.

ARTICLE 5

RETAINED POWERS OF CITIES

Each Participating City shall retain responsibility and authority for its operational departments and for such equipment and services as are required at its place of operation to interconnect to the 911 Center's operations.

ARTICLE 6

TERM OF AGREEMENT

The initial term of this Agreement is for five (5) years, commencing November 1, 2008 and ending on July 1, 2014. The Participating Cities understand and agree that this Agreement may not be cancelled by any party prior to the end of the five (5) year term described above for any reason. This Agreement may be renewed by the Participating Cities in additional terms of five (5) years each upon resolutions of the governing bodies of each city.

ARTICLE 7

NON-ASSIGNABILITY

Participating Cities to this Agreement shall not assign any of the obligations or benefits of this Agreement.

ARTICLE 8

ENTIRE AGREEMENT

The Participating Cities acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the Participating Cities regarding the subject matter of the Agreement.

ARTICLE 9

AMENDMENT

This Agreement may be modified at any time upon mutual written consent by resolutions of the councils of the Participating Cities.

ARTICLE 10

SEVERABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or any portion of a provision) to be invalid or otherwise unenforceable, that provision or

portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion were not part of this Agreement.

ARTICLE 11

BINDING EFFECT

This Agreement shall inure to the benefit of, and be binding upon, the respective Participating Cities' successors, heirs and assigns.

ARTICLE 12

COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Participating Cities have executed this Agreement through their duly authorized officers on the day and year first above written.

CITY OF SANDY SPRINGS, GEORGIA

Eva Galambos, Mayor

ATTEST:

City Clerk

(SEAL)

Approved as to form:

Wendell K. Willard, City Attorney

John McDonough, City Manager

CITY OF JOHNS CREEK, GEORGIA

Michael E. Bodker, Mayor

ATTEST:

City Clerk

(SEAL)

Approved as to form:

William F. Riley, City Attorney

John Kachmar, City Manager

STATE OF GEORGIA
CITY OF SANDY SPRINGS

RESOLUTION NO: 2008-10-52

RESOLUTION TO ACTIVATE THE JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE CITY OF SANDY SPRINGS AND THE CITY OF JOHNS CREEK, TO APPOINT A BOARD OF DIRECTORS, TO APPROVE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITIES, AND TO PROVIDE FOR FILING OF DOCUMENTS WITH THE GEORGIA SECRETARY OF STATE AND THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS PURSUANT TO O.C.G.A. § 36-75-1, ET SEQ.

WHEREAS, pursuant to O.C.G.A. § 36-75-1, et seq. (the "War on Terrorism Local Assistance Act" or the "Act"), a public body corporate and politic, to be known as the "public safety and judicial facilities authority", is created in and for each county and municipal corporation in the State of Georgia for nonprofit and public purposes; and

WHEREAS, pursuant to the Act a public safety and judicial facilities authority (an "authority") may be activated to acquire, construct, improve, or modify, to place into operation, and to operate or cause to be placed into operation, either as owner of all or any part in common with others, a project or projects, which is defined in the Act as the acquisition, construction, equipping, operation, maintenance, and repairing of county or municipal corporation judicial, detention, or public safety facilities, including facilities used or to be used by or in direct support of management and operation of homeland security, police, fire, rescue, and emergency medical services; and

WHEREAS, the Act provides that any number of counties or municipal corporations or a combination of counties and municipal corporations may jointly form an authority to be known as a "joint public safety and judicial facilities authority" for such counties or municipal corporations or both; and

WHEREAS, the City of Sandy Springs ("Sandy Springs") and the City of Johns Creek ("Johns Creek") have been working together to evaluate the possibility of forming a multi-jurisdictional 9-1-1 system and now desire to move forward together in the creation of a joint public safety and judicial facilities authority as provided in the Act for the purpose of creating and implementing a 9-1-1 system to serve the needs of both municipal corporations; and

WHEREAS, the Act provides that before a joint authority may transact any business or exercise any powers, it must be activated by proper ordinance or resolution of each county and municipal corporation involved, each declaring the need for an authority to function in their city and each declaring that such jurisdiction is at the time of the ordinance or resolution imposing a sales tax levied for the purposes of a metropolitan area system of public transportation; and

WHEREAS, the Act further provides that before a joint authority may transact any business or exercise any powers, it must approve an agreement with the other counties or municipal corporations for the activation of an authority and such agreement is executed; and

WHEREAS, the Act provides that control and management of an authority shall be vested in a board of directors whose members shall be residents of the county or municipal corporation, to be appointed by resolution of the governing authority of the county or municipal corporation for a term of four (4) years; and

WHEREAS, the Act provides that a copy of the activating resolution of the governing authority of the county or municipal corporation shall be filed with the Georgia Secretary of State and the Georgia Department of Community Affairs;

NOW THEREFORE, BE IT RESOLVED by the City Council of Sandy Springs as follows:

1. There is hereby determined and declared to be a present and future need for a public safety and judicial facilities authorityto function in Sandy Springs; and

2. Sandy Springs is at the time of this resolution imposing a sales tax levied for the purposes of a metropolitan area system of public transportation; and

3. The individuals listed on the attached Exhibit "A" are hereby appointed to the initial Board of Directors for the joint authority to be created for Sandy Springs and Johns Creek; and

4. The execution, delivery, receipt and due performance of the Intergovernmental Agreement for the Activation of the Joint Public Safety and Judicial Facilities Authority for the Cities of Sandy Springs, Georgia and Johns Creek, Georgia for the Provision of 911 Communications Services in the Cities of Sandy Springs and Johns Creek (the "Agreement") in substantially the form attached hereto as Exhibit "B", and any other certificates or documents as may be required to be executed, delivered, or received in connection with the creation of a 911 system are hereby authorized in order to carry out, give effect to, and consummate the transactions contemplated by the Agreement ; and

5. The City Manager and the City Attorney are hereby authorized to file appropriate documents with the Georgia Secretary of State and the Georgia Department of Community Affairs and to take any and all actions as may be necessary to activate the joint authority and to carry out the terms of the Agreement pursuant to the provisions of the Act.

APPROVED AND ADOPTED this 21st day of October, 2008.

Approved:

Eva Galambos

Eva Galambos, Mayor

Attest:

Tracy Tye

Tracy Tye, Acting City Clerk

(Seal)

EXHIBIT "A"

INITIAL BOARD OF DIRECTORS
FOR JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY

John McDonough, City Manager of City of Sandy Springs, if he is a resident of the City of Sandy Springs and if not, his designee

John Kachmar, City Manager of City of Johns Creek, if he is a resident of the City of Johns Creek and if not, his designee

EXHIBIT "B"

INTERGOVERNMENTAL AGREEMENT
FOR THE ACTIVATION OF THE
JOING PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE
CITIES OF SANDY SPRINGS, GEORGIA AND JOHNS CREEK, GEORGIA
FOR THE PROVISION OF 911 COMMUNICATIONS SERVICES INN
THE CITIES OF SANDY SPRINGS AND JOHNS CREEK
(attached)

RESOLUTION TO ACTIVATE THE JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE CITY OF SANDY SPRINGS AND THE CITY OF JOHNS CREEK, TO APPOINT A BOARD OF DIRECTORS, TO APPROVE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITIES, AND TO PROVIDE FOR FILING OF DOCUMENTS WITH THE GEORGIA SECRETARY OF STATE AND THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS PURSUANT TO O.C.G.A. § 36-75-1, ET SEQ.

WHEREAS, pursuant to O.C.G.A. § 36-75-1, et seq. (the "War on Terrorism Local Assistance Act" or the "Act"), a public body corporate and politic, to be known as the "public safety and judicial facilities authority", is created in and for each county and municipal corporation in the State of Georgia for nonprofit and public purposes; and

WHEREAS, pursuant to the Act a public safety and judicial facilities authority (an "authority") may be activated to acquire, construct, improve, or modify, to place into operation, and to operate or cause to be placed into operation, either as owner of all or any part in common with others, a project or projects, which is defined in the Act as the acquisition, construction, equipping, operation, maintenance, and repairing of county or municipal corporation judicial, detention, or public safety facilities, including facilities used or to be used by or in direct support of management and operation of homeland security, police, fire, rescue, and emergency medical services; and

WHEREAS, the Act provides that any number of counties or municipal corporations or a combination of counties and municipal corporations may jointly form an authority to be known as a "joint public safety and judicial facilities authority" for such counties or municipal corporations or both; and

WHEREAS, the City of Sandy Springs ("Sandy Springs") and the City of Johns Creek ("Johns Creek") have been working together to evaluate the possibility of forming a multi-jurisdictional 9-1-1 system and now desire to move forward together in the creation of a joint public safety and judicial facilities authority as provided in the Act for the purpose of creating and implementing a 9-1-1 system to serve the needs of both municipal corporations; and

WHEREAS, the Act provides that before a joint authority may transact any business or exercise any powers, it must be activated by proper ordinance or resolution of each county and municipal corporation involved, each declaring the need for an authority to function in their city and each declaring that such jurisdiction is at the time of the ordinance or resolution imposing a sales tax levied for the purposes of a metropolitan area system of public transportation; and

WHEREAS, the Act further provides that before a joint authority may transact any business or exercise any powers, it must approve an agreement with the other counties or municipal corporations for the activation of an authority and such agreement is executed; and

WHEREAS, the Act provides that control and management of an authority shall be vested in a board of directors whose members shall be residents of the county or municipal corporation, to be appointed by resolution of the governing authority of the county or municipal corporation for a term of four (4) years; and

WHEREAS, the Act provides that a copy of the activating resolution of the governing authority of the county or municipal corporation shall be filed with the Georgia Secretary of State and the Georgia Department of Community Affairs;

NOW THEREFORE, BE IT RESOLVED by the City Council of Johns Creek as follows:

1. There is hereby determined and declared to be a present and future need for a public safety and judicial facilities authority to function in Johns Creek; and

2. Johns Creek is at the time of this resolution imposing a sales tax levied for the purposes of a metropolitan area system of public transportation; and

3. The individuals listed on the attached Exhibit "A" are hereby appointed to the initial Board of Directors for the joint authority to be created for Sandy Springs and Johns Creek; and

4. The execution, delivery, receipt and due performance of the Intergovernmental Agreement for the Activation of the Joint Public Safety and Judicial Facilities Authority for the Cities of Sandy Springs, Georgia and Johns Creek, Georgia for the Provision of 911 Communications Services in the Cities of Sandy Springs and Johns Creek (the "Agreement") in substantially the form attached hereto as Exhibit "B", and any other certificates or documents as may be required to be executed, delivered, or received in connection with the creation of a 911 system are hereby authorized in order to carry out, give effect to, and consummate the transactions contemplated by the Agreement; and

5. The City Manager and the City Attorney are hereby authorized to file appropriate documents with the Georgia Secretary of State and the Georgia Department of Community Affairs and to take any and all actions as may be necessary to activate the joint authority and to carry out the terms of the Agreement pursuant to the provisions of the Act.

APPROVED AND ADOPTED THIS 27TH day of October, 2008.

Approved:

Michael E. Bodker, Mayor

Attest:

Joan C. Jones, City Clerk

EXHIBIT "A"

INITIAL BOARD OF DIRECTORS FOR JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY

John McDonough, City Manager of City of Sandy Springs, if he is a resident of the City of Sandy Springs and if not, his designee

John Kachmar, City Manager of City of Johns Creek, if he is a resident of the City of Johns Creek and if not, his designee

STATE OF GEORGIA
COUNTY OF FULTON

Resolution 2011-05-15

A RESOLUTION TO APPROVE THE FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR THE ACTIVATION OF THE JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE CITIES OF SANDY SPRINGS, GEORGIA AND JOHNS CREEK, GEORGIA

WHEREAS, the Cities of Sandy Springs, Georgia and Johns Creek, Georgia (hereinafter the "Cities") entered into that certain Intergovernmental Agreement for the Activation of the Joint Public Safety and Judicial Facilities Authority for the Cities of Sandy Springs, Georgia and Johns Creek, Georgia dated October 27, 2008 (the "IGA"); and

WHEREAS, the IGA was entered to provide for the formation of the Joint Public Safety and Judicial Facilities Authority for the Cities of Sandy Springs, Georgia and Johns Creek, Georgia, d/b/a Chattahoochee River 9-1-1 Authority (hereinafter the "Authority"), to perform emergency 9-1-1 call processing and dispatch services for the respective jurisdictions; and

WHEREAS, the Authority became operational on August 31, 2009, and has provided improved service resulting in markedly reduced public safety response times; and

WHEREAS, in the formation of the Authority, the Cities relied upon certain revenue projections for the collection of 9-1-1 telephone fees derived from an independent analysis of the fee structure and implementation of the fee in the jurisdictions; and

WHEREAS, the Cities' combined actual 9-1-1 telephone fee revenues collected by the Authority are anticipated to fall short of projections; and

WHEREAS, the Cities have committed to contributing additional funding on a pro-rata basis in order to assist the Authority in meeting its financial obligations; and

WHEREAS, the Authority is seeking authorization from the Mayor and Council to amend the IGA to incorporate provisions for both the amount of and remittance schedule for the aforementioned funds to the Authority; and

WHEREAS, the Mayor and City Council desire to enter the "First Amendment to Intergovernmental Agreement for the Activation of the Joint Public Safety and Judicial Facilities Authority for the Cities of Sandy Springs, Georgia and Johns Creek, Georgia," a copy of which is attached hereto and incorporated herein, in order to provide for such amendments; and

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Johns Creek that the First Amendment to Intergovernmental Agreement for the Activation of the Joint Public Safety and Judicial Facilities Authority for the Cities of Sandy Springs, Georgia and Johns Creek, Georgia is hereby approved and the Mayor is hereby authorized to execute same.

SO RESOLVED, this the 25th day of May, 2011.

Attest:

Joan C. Jones, City Clerk

Approved:

Michael E. Bodker, Mayor

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR THE ACTIVATION OF THE JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE CITIES OF SANDY SPRINGS, GEORGIA AND JOHNS CREEK, GEORGIA FOR THE PROVISION OF 911 COMMUNICATIONS SERVICES IN THE CITIES OF SANDY SPRINGS AND JOHNS CREEK

THE INTERGOVERNMENTAL AGREEMENT (the "Agreement"), entered into on October 27, 2008, by and between the **CITY OF SANDY SPRINGS, GEORGIA**, a political subdivision of the State of Georgia ("COSS"), and the **CITY OF JOHNS CREEK, GEORGIA**, a political subdivision of the State of Georgia ("COJC") (collectively, the "Participating Cities"), for the activation of the Joint Public Safety and Judicial Facilities Authority ("Authority") for the provision of 911 communications services in Sandy Springs and Johns Creek is hereby amended by the Participating Cities, effective October 27, 2008, as follows:

A. Article 4 entitled "**CAPITALIZATION AND PLEDGED REVENUES**" is amended to include the following:

4.1 Additional Financial Support. Because the Pledged Revenues, as defined herein, are not currently providing sufficient financial support for the payment of all liabilities of the Authority, the Participating Cities agree to provide additional financial support to the Authority as set forth herein. The Participating Cities agree to provide additional financial support to the Authority in the following proportionate shares: COSS agrees to provide sixty-five percent (65%) of the necessary additional financial support and COJC agrees to provide thirty-five percent (35%) of the necessary additional finandal support.

4.2 Annual Review of Shortfall and Utilization of Services. The basis for the distribution of the additional financial support to be provided by the Participating Cities as described herein is based upon the current utilization of Authority services by the respective Participating Cities. The Participating Cities agree to review annually the utilization of services provided by the Authority to the Participating Cities to ensure that the proportionate share of each Participating City as stated herein reflects its utilization. For purposes of this provision, "utilization of services" shall mean the combined volume of dispatched incidents and field-initiated activity across all public safety disciplines for the most recent twelve (12) month period. The Authority consents to provide to the Participating Cities a report of its projected annual shortfall by April 1 of each year that the Participating Cities contribute additional financial support to the Authority.

4.3 Payment Schedule. The Participating Cities agree that each shall deliver one-twelfth (1/12) of its annual contribution to the Authority on or before the 10th day of each month.

All other terms and conditions contained in the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Participating Cities, acting by and through their duly authorized officers, have caused this First Amendment to be executed under their respective seals.

CITY OF SANDY SPRINGS, GEORGIA

By: _____
Mayor Eva Galambos

Date: 5/31/2011

(SEAL)

ATTEST:

_____
City Clerk

CITY OF JOHNS CREEK, GEORGIA

By: _____
Mayor Michael Bodker

Date: 5-18-2011

ATTEST:

_____
City Clerk

Consented to by:

JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE CITIES OF SANDY SPRINGS, GEORGIA AND JOHNS CREEK, GEORGIA

By: _____
Chairman John Kachmar

ATTEST:

_____

STATE OF GEORGIA
COUNTY OF FULTON

RESOLUTION 2014-03-15

RESOLUTION TO AMEND AND APPROVE AN EXTENSION TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SANDY SPRINGS AND THE CITY OF JOHNS CREEK ("IGA") FOR THE PROVISION OF 911 COMMUNICATIONS SERVICES THROUGH CHATCOMM TO PROVIDE FOR A FIVE (5) YEAR TERM EXTENSION PURSUANT TO ARTICLE 6 OF THE IGA

WHEREAS, the City of Sandy Springs ("COSS") and the City of Johns Creek ("COJC") have made and entered into that certain Intergovernmental Agreement for the Activation of The Joint Public Safety and Judicial Facilities Authority for the Cities of Sandy Springs, Georgia and Johns Creek, Georgia (operating as "Chatcomm") for the provision of 911 communications services in the Cities of Sandy Springs and Johns Creek ("IGA"), dated October 27, 2008; and

WHEREAS, the IGA provides at Article 6 that the initial term of the IGA shall be five (5) years, commencing November 1, 2008 and ending on July 1, 2014; and

WHEREAS, Article 6 of the IGA further provides that the term of the IGA may be renewed by the Participating Cities (as defined in the IGA) in additional terms of five (5) years each upon resolutions of the governing bodies of each city; and

WHEREAS, COSS and COJC are currently the only Participating Cities under the IGA; and

WHEREAS, COSS and COJC now desire to renew the IGA for an additional five (5) year period upon the same terms, except for amendment to Article 3 as set forth herein, as the initial five (5) year period, with no right of cancellation by either party prior to the end of the five (5) year period, as provided in Article 6 of the IGA;

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Johns Creek, as follows:

1. The Mayor and Council hereby amend Article 3 of the IGA by striking the current Article 3 and replacing it with the terms as set forth below:

"**Article 3**
GOVERNANCE OF AUTHORITY

Control and management of the Authority shall be vested in a board of directors whose members shall be residents of the respective Participating Cities. Each Participating City shall appoint one director to the board of directors of the Authority; such director shall be nominated by the Mayor and confirmed by the City Council of the respective Participating City. The directors shall receive no

compensation for their services.

The board of directors shall make bylaws and establish rules and regulations for the governing of the Authority and may delegate to one or more of the officers, agents, and employees of the Authority such powers and duties as may be deemed necessary and proper. Bylaws and governance documents shall be subject to the mutual review and approval of the councils of all Participating Cities."

2. The Mayor and Council hereby approve renewal of the IGA for an additional five (5) year period upon the same terms, except for amendment to Article 3 as set forth herein, as the initial five (5) year period, with no right of cancellation by either party prior to the end of the five (5) year period, as provided in Article 6 of the IGA; and

3. The City Manager and City Attorney are hereby authorized to take any and all actions deemed appropriate to effectuate the intent of this resolution.

So Resolved, Approved and Adopted, this the 24th day of March, 2014

Approved:

Michael E. Bodker, Mayor

Attest:

Joan C. Jones, City Clerk

Approved As To Form:

William F. Riley, City Attorney

THIRD AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR THE ACTIVATION OF THE JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE CITIES OF SANDY SPRINGS, GEORGIA AND JOHNS CREEK, GEORGIA FOR THE PROVISION OF 911 COMMUNICATIONS SERVICES IN THE CITIES OF SANDY SPRINGS AND JOHNS CREEK

THIS THIRD AMENDMENT ("Amendment") is entered into by and between the **CITY OF SANDY SPRINGS, GEORGIA**, a body politic and corporate and a political subdivision of the State of Georgia ("COSS"), and the **CITY OF JOHNS CREEK, GEORGIA**, body politic and corporate and a political subdivision of the State of Georgia ("COJC") (collectively the "Participating Cities"), this _____ day of July, 2019, and amends that certain **INTERGOVERNMENTAL AGREEMENT FOR THE ACTIVATION OF THE JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE CITIES OF SANDY SPRINGS, GEORGIA AND JOHNS CREEK, GEORGIA FOR THE PROVISION OF 911 COMMUNICATIONS SERVICES IN THE CITIES OF SANDY SPRINGS AND JOHNS CREEK** ("Agreement"), entered into on October 27, 2008.

WHEREAS, in December, 2010, the Participating Cities entered into a first amendment to the Agreement for the purpose of specifying the terms and conditions for supplemental financial contributions to the Authority; and

WHEREAS, in February, 2014, the Participating Cities entered into an additional amendment to the Agreement for the purpose of extending the initial term of the Agreement for five (5) years, ending on July 1, 2019, pursuant to the provisions of Article 6 of the Agreement; and

WHEREAS, the Participating Cities now desire to amend Article 4 of the Agreement regarding capitalization and pledged revenues of the Authority of the Authority to provide for compensation and consideration to be based on 2020 numbers and based on three (3) years call volume (2016-2018) with three percent (3%) annual escalator years 2021-2024, as shown on Exhibit A attached hereto; and

WHEREAS, the Participating Cities further desire to extend the term of the Agreement for an additional five (5) years, ending on July 1, 2024, pursuant to the provisions of Article 6 of the Agreement; and

WHEREAS, the Participating Cities have authorized the execution of this Amendment through appropriate resolutions adopted by their governing bodies;

NOW, THEREFORE, in consideration of the following mutual obligations, the Participating Cities hereby agree to amend the Agreement, effective July 1, 2019, as follows:

A. At the end of **ARTICLE 4** entitled "**CAPITALIZATION AND PLEDGED REVENUE**", add the following provisions:

4.4 Compensation and consideration for COJC and COSS shall be based on 2020 numbers and based upon three (3) years call volume (2016-2018) with three percent (3%) annual escalator years 2021-2024 (See Exhibit A).

4.5 COJC and COSS shall share any compensation surplus or short fall equally as follows:

Fifty percent (50%) to COJC and fifty percent (50%) to COSS.

B. **ARTICLE 6** entitled "**TERM OF AGREEMENT**" is deleted in its entirety and replaced with the following:

The initial term of this Agreement shall commence on November 1, 2008 and end at 24:00 hours on July 1, 2024. The Participating Cities understand and agree that this Agreement may not be cancelled by any party prior to the end of the term described above for any reason. This Agreement may be renewed by the Participating Cities in additional terms of five (5) years each upon resolutions of the governing bodies of each city.

[signature page for Third Amendment]

IN WITNESS WHEREOF, the Participating Cities, acting by and through their duly authorized officers, have caused this Third Amendment to be executed under their respective seals.

CITY OF SANDY SPRINGS, GEORGIA

By: _____
Mayor Rusty Paul

Date: 7/29/19

ATTEST:

_____
City Clerk

CITY OF JOHNS CREEK, GEORGIA

By: _____
Mayor Michael Bodker

Date: 7/24/19

(SEAL)

ATTEST:

_____
City Clerk

Consented to by:

JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE CITIES OF SANDY SPRINGS, GEORGIA AND JOHNS CREEK, GEORGIA

By: _____
Chairman Wendell Willard

July 30, 2019

(SEAL)

ATTEST:

_____
Secretary

EXHIBIT A
CHATTAHOOCHEE RIVER 911 AUTHORITY FY 2020 - FY 2024
PROPOSED BUDGET

CHATTAHOOCHEE RIVER 911 AUTHORITY
FY 2020 - FY 2024 PROPOSED BUDGET

REVENUES:			2019 Budget	2020 Budget	2021 Budget	2022 Budget	2023 Budget	2024 Budget
86030	336022	CITY OF BROOKHAVEN SUBSCP	1,075,000	1,306,651	1,345,851	1,386,226	1,427,813	1,470,647
86030	336021	CITY OF DUNWOODY SUBSCP	1,125,000	1,198,616	1,234,574	1,271,611	1,309,760	1,349,052
		CITY OF DUNWOODY E911 PAYMENT	0	100,000	0	0	0	0
86030	336020	JOHNS CREEK E911 FEES	1,650,000	1,794,583	1,848,420	1,903,873	1,960,989	2,019,819
86030	336050	SANDY SPRINGS E911 FEES	2,950,000	3,030,101	3,121,004	3,214,634	3,311,073	3,410,405
86030	336090	JOHNS CREEK SUPPLEMENT	81,834	0	(46,989)	164,595	(147,209)	(186,376)
86030	336091	SANDY SPRINGS SUPPLEMENT	134,666	0	(46,989)	164,595	(147,209)	(186,376)
86030	381000	RENTAL INCOME	27,227	0	0	0	0	0
		TOTAL REVENUES	**7,043,728**	**7,429,950**	**7,455,869**	**8,105,534**	**7,715,216**	**7,877,172**

EXPENDITURES:			2019 Budget	2020 Budget	2021 Budget	2022 Budget	2023 Budget	2024 Budget
8603810	521201	iXP BASE CONTRACT	6,425,928	6,924,250	6,802,972	7,441,731	7,040,220	7,190,691
8603810	521210	PROF SVCS-AUDIT	12,000	12,000	12,000	12,000	12,000	12,000
8603810	521250	PROF SVCS-LEGAL	27,600	27,600	27,600	27,600	27,600	27,600
8603810	521275	MEDICAL DIRECTION	72,000	72,000	72,000	72,000	72,000	72,000
8603810	521300	TECHNICAL SERVICES	72,000	72,000	72,000	72,000	72,000	72,000
8603810	523100	LIABILITY INSURANCE	80,000	82,400	84,872	87,418	90,041	92,742
8603810	523900	TRUNKING CHARGES	0	0	0	0	0	0
8603810	523200	RENT	319,200	189,700	334,425	342,786	351,355	360,139
8603810	542400	CAPITAL EQUIPMENT	0	0	0	0	0	0
8603810	579000	CONTINGENCY	35,000	50,000	50,000	50,000	50,000	50,000
		TOTAL EXPENDITURES	**7,043,728**	**7,429,950**	**7,455,869**	**8,105,534**	**7,715,216**	**7,877,172**
NET CHANGE IN FUND BALANCE			**0**	**0**	**0**	**0**	**0**	**0**
FUND BALANCE BEGINNING OF YEAR			**0**	**0**	**0**	**0**	**0**	**0**
FUND BALANCE END OF YEAR			**0**	**0**	**0**	**0**	**0**	**0**

3-Year Call Volume
3% Annual Escalator

FOURTH AMENDMENT
TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF SANDY SPRINGS
AND
THE CITY OF JOHNS CREEK
FOR
THE ACTIVATION OF THE JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY ANDTHE PROVISION OF 911 COMMUNICATIONS SERVICES

THIS FOURTH AMENDMENT ("Fourth Amendment") to that certain agreement dated October 27, 2008 by and between the CITY OF SANDY SPRINGS, GEORGIA, a Georgia municipal corporation ("COSS") and the CITY OF JOHNS CREEK, GEORGIA, a Georgia municipal corporation ("COJC") (collectively the "Participating Cities"), is entered into by the Participating Cities and shall be effective the day is shall have been executed by the Participating Cities (the "Effective Date").

WHEREAS, in December 2010, the Participating Cities entered into the First Amendment to the Intergovernmental Agreement (the "Agreement") for the purpose of specifying the terms and conditions for supplemental financial contributions to the Joint Public Safety and Judicial Facilities Authority for the Cities of Sandy Springs and Johns Creek (the "Authority"); and

WHEREAS, in February 2014, the Participating Cities entered into the Second Amendment to the Agreement for the purpose of extending the initial term of the Agreement for five (5) additional years, ending on July 1, 2019, pursuant to the provisions of Article 6 of the Agreement; and

WHEREAS, in July 2019, the Participating Cities entered into the Third Amendment to the Agreement regarding capitalization and pledged revenues of the Authority and for the purpose of extending the initial term of the Agreement for five (5) additional years, ending on July 1, 2024, pursuant to the provisions of Article 6 of the Agreement; and

WHEREAS, the Participating Cities now desire to amend Article 4 of the Agreement regarding capitalization and pledge revenue of the Authority to provide for compensation and consideration to be based on 2023 numbers and based on three (3) years call volume (2019, 2022-2023) with three percent (3%) annual escalator years 2026-2029, as shown in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, the Participating Cities further desire to extend the term of the Agreement for an additional five (5) years, ending on July 1, 2029, pursuant to the provisions of Article 6 of the Agreement; and

WHEREAS, the Participating Cities have authorized the execution of this Amendment through appropriate resolutions adopted by their governing bodies.

NOW, THEREFORE, in consideration for the following mutual obligations set forth below, and other good and valuable consideration, the adequacy of which is hereby acknowledged, the Participating Cities herby agree as follows: as follows:

AMENDMENT TO ARTICLE 4. Article 4 (Paragraph 4) of the Agreement entitled "Capitalization and Pledged Revenue" is hereby AMENDED as follows:

CAPITALIZATION AND PLEDGED REVENUE (PARAGRAPH 4).

Compensation and consideration for COJC and COSS shall be based on 2023 numbers and based upon three (3) years call volume (2019, 2022-2023) with three percent (3%) annual escalator years 2026-2029 (See Exhibit "A").

AMENDMENT TO ARTICLE 6. Article 6 of the Agreement entitled "Term of Agreement" is hereby AMENDED as follows:

This Agreement shall be effective for an initial term (the "Initial Term") commencing at midnight on the 1st day of November, 2008, and termination at midnight on the 1st day of July, 2029. The Participating Cities understand and agree that this Agreement may not be cancelled by any party prior to the end of the term described above for any reason. This Agreement shall be renewed by the Participating Cities in additional terms of five (5) years each upon resolutions of the governing bodies of each Party.

I. **NON-ASSIGNABILITY.** Participating Cities to this Agreement shall not assign any of the obligations or benefits of the Agreement.

II. **ENTIRE AGREEMENT.** The Participating Cities acknowledge, one to the other, that the terms of this Agreement constitutes the entire understanding and agreement of the Participating Cities regarding the subject matter of this Agreement.

III. **AMENDMENT.** This Agreement may be modified at any time upon mutual written consent by resolution of the councils of the of Participating Cities.

IV. **SEVERABILITY.** If a court of competent jurisdiction renders any provisions of this Agreement (or any portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion were not part of this Agreement.

V. **BINDING EFFECT.** This Agreement shall inure to the benefit of, and be binding upon, the respective Participating Cities' successors, heirs and assigns.

{SIGNATURE PAGE TO FOLLOW}

IN WITNESS WHEREOF, the Participating Cities, acting by and through their duly authorized officers, have caused this Fourth Amendment to be executed under their respective seals.

CITY OF SANDY SPRINGS, GEORGIA

By: _____
Russell K. Paul, Mayor

_____
Date of Execution

ATTEST:

By: _____
Raquel D. González, City Clerk

{SEAL}

APPROVED AS TO FORM:

By: _____
Daniel W. Lee, City Attorney

CITY OF JOHNS CREEK, GEORGIA

By: _____
John Bradberry, Mayor

_____
Date of Execution

ATTEST:

By: _____
Allison Tarpley, City Clerk

{SEAL}

By: _____
City Attorney

CONSENTED TO BY:

JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE CITIES OF SANDY SPRINGS, GEORGIA AND JOHNS CREEK, GEORGIA

By: _____

_____
Date of Execution

Name: _____

Title: _____

ATTEST:

By: _____
{SEAL}

EXHIBIT A
CHATTAHOOCHEE RIVER 911 AUTHORITY FY2026-2029
PROPOSED BUDGET

Chattahoochee River 911 Authority
CHATCOMM

FISCAL YEAR 2025

PROPOSED BUDGET

Exhibit A

Chattahoochee River 911 Authority

FY 2025 PROPOSED BUDGET

REVENUES:			2020 Actual	2021 Actual	2022 Actual	2023 Actual	2024 Projected	2020 Budget	2021 Budget	2022 Budget	2023 Budget	2024 Budget	2025 Proposed Budget	% of Change
86030	336020	JOHNS CREEK E911 FEES	1,920,509	1,934,408	1,900,614	2,084,971	1,984,709	1,794,585	1,848,420	1,903,873	1,960,989	2,019,819	2,487,759	23.167%
86030	336021	CITY OF DUNWOODY SUBSCRIPTION	1,286,347	1,231,578	1,234,574	1,309,759	1,349,052	1,292,480	1,234,574	1,271,611	1,309,759	1,349,052	1,606,546	19.087%
86030	336031	CITY OF BROOKHAVEN SUBSCRIPTION	1,268,042	1,345,851	1,386,226	1,427,813	1,470,647	1,287,345	1,345,851	1,386,226	1,427,813	1,470,647	2,291,309	55.803%
86030	336050	SANDY SPRINGS E911 FEES	3,210,630	3,424,230	2,999,171	3,993,901	3,791,528	3,030,100	3,121,003	3,214,634	3,311,073	3,410,405	4,045,475	18.622%
86030	336090	JOHNS CREEK SUPPLEMENT	-	-	-	-	-	13,470	(60,603)	164,595	(38,490)	192,556	0.00	-100.00%
86030	336091	SANDY SPRINGS SUPPLEMENT	-	-	-	-	-	13,470	(60,603)	164,595	(57,350)	300,915	0.00	-100.00%
86030	381000	RENTAL INCOME	24,958	27,227	27,227	27,227	27,227	-	27,227	-	27,227	27,227	27,227	0.000%
		TOTAL REVENUES	**7,710,486**	**7,963,294**	**7,547,812**	**8,843,672**	**8,623,163**	**7,431,450**	**7,455,869**	**8,105,534**	**7,941,021**	**8,770,622**	**10,458,316**	**19.243%**

EXPENDITURES:			2020 Actual	2021 Actual	2022 Actual	2023 Actual	2024 Projected	2020 Budget	2021 Budget	2022 Budget	2023 Budget	2024 Budget	2025 Proposed Budget	% of Change
8603810	521200	iXP BASE CONTRACT	6,960,682	7,095,731	7,049,006	5,612,983	5,739,080	6,924,250	6,811,176	7,441,731	5,612,983	5,905,245	6,221,520	5.356%
8603810	521201	PROF SVCS-TECHNICAL	-	56,220	-	1,906,769	2,047,766	-	-	-	1,679,740	2,117,700	3,535,902	66.969%
8603810	521210	PROF SVCS-AUDIT	12,770	14,655	14,285	20,925	29,810	13,500	12,000	12,000	15,000	30,000	35,000	16.667%
8603810	521250	PROF SVCS-LEGAL	36,737	35,675	16,186	13,000	7,489	27,600	27,600	27,600	25,000	27,600	30,000	8.696%
8603810	521275	MEDICAL DIRECTION	71,061	73,726	75,857	81,282	84,347	72,000	72,000	72,000	80,000	86,375	92,781	7.417%
8603810	521300	TECHNICAL SERVICES	77,216	71,249	71,249	71,249	71,249	72,000	72,000	72,000	72,000	72,000	-	-100.000%
8603810	522310	BUILDING OPERATING LEASE	174,168	378,999	338,346	382,460	392,681	189,700	334,425	342,785	351,355	392,268	402,365	2.574%
8603810	523100	LIABILITY INSURANCE	76,805	54,880	55,518	59,326	66,027	82,400	84,872	87,418	53,743	66,634	75,747	13.676%
8603810	523955	BANK SERVICE FEES	-	479	3,082	3,728	4,014	-	-	-	3,600	4,800	5,000	4.167%
8603810	531100	GEN SUPPLIES & MATERIALS	13,718	5,409	908	4,295	1,450	-	-	-	5,000	5,000	10,000	100.00%
8603810	579000	CONTINGENCY	-	-	1,758	1,758	-	50,000	41,796	50,000	42,600	63,000	50,000	-20.635%
		TOTAL EXPENDITURES	**7,423,157**	**7,787,023**	**7,626,195**	**8,157,774**	**8,443,912**	**7,431,450**	**7,455,869**	**8,105,534**	**7,941,021**	**8,770,622**	**10,458,316**	19.243%
NET CHANGE IN FUND BALANCE			**287,330**	**176,271**	**(78,383)**	**685,898**	**179,250**	**-**	**-**	**-**	**-**	**-**	**-**	
FUND BALANCE BEGINNING OF YEAR			**57,464**	**344,794**	**521,065**	**1,343,381**	**2,068,226**							
FUND BALANCE END OF YEAR			**344,794**	**521,065**	**442,682**	**2,029,279**	**2,247,476**							

City	2019 Call Volume	2022 Call Volume	2023 Call Volume	Call Volume Average
JOHNS CREEK SUPPLEMENT	36.64%	40.16%	39.61%	38.09%
SANDY SPRINGS SUPPLEMENT	63.36%	59.84%	60.39%	61.91%
JOHNS CREEK CALL VOLUME	21.84%	24.78%	24.04%	23.89%
SANDY SPRINGS CALL VOLUME	37.77%	36.92%	36.66%	38.84%
DUNWOOODY CALL VOLUME	16.00%	14.21%	14.65%	15.36%
BROOKHAVEN CALL VOLUME	24.39%	24.09%	24.64%	21.91%
TOTAL	**100.00%**	**100.00%**	**100.00%**	**100.00%**

INTERGOVERNMENTAL AGREEMENT
FOR THE ACTIVATION OF THE
JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE CITIES OF SANDY SPRINGS, GEORGIA AND JOHNS CREEK, GEORGIA
FOR THE PROVISION OF 911 COMMUNICATIONS SERVICES IN THE CITIES OF SANDY SPRINGS AND JOHNS CREEK

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement"), is entered into by and between the City of Sandy Springs, Georgia ("COSS") and the City of Johns Creek, Georgia ("COJC"), this 27th day of October, 2008.

WHEREAS, COSS is a municipality created by the 2005 Georgia General Assembly pursuant to House Bills 36 and 37 (the "COSS HB"); and

WHEREAS, COJC is a municipality created by the 2006 Georgia General Assembly pursuant to House Bill 1321 (the "COJC HB"); and

WHEREAS, the COSS HB and the COJC HB each provide the respective cities a transition period before they must assume and exercise all powers of a municipality; and

WHEREAS, the COSS HB and the COJC HB each provide that where a particular tax, fee, assessment, fine, forfeiture, or other amount collected is specifically related to the provision of a particular government service or function by Fulton County, Georgia (the "County"), the service or function shall continue to be provided by the County during the transition period contingent upon payment by COSS or COJC of the actual cost of providing such service or function unless otherwise provided in a written agreement between the new city and the County; and

WHEREAS, the Georgia Constitution, Article IX, § 2, ¶ 3, except as otherwise provided by law, prohibits cities and counties from exercising governmental authority within each other's boundaries except by intergovernmental agreement; and

WHEREAS, in December of 2005, COSS entered into an Intergovernmental Agreement (the "COSS 911 IGA") with the County to provide a public safety answering point within the boundaries of COSS, which established the cost of enhanced 911 emergency call reception and public safety dispatch services to be provided by the County; and

WHEREAS, the County continues to provide 911 communications services to COSS pursuant to the terms of the COSS 911 IGA, which will terminate on December 31, 2008, unless extended by the parties thereto; and

WHEREAS, in November of 2006, COJC entered into an Intergovernmental Agreement (the "COJC 911 IGA") with Fulton County, Georgia (the "County") to provide a public safety answering point within the boundaries of COJC, which established the cost of enhanced 911 emergency call reception and public safety dispatch services to be provided by the County; and

WHEREAS, the County continues to provide 911 communications services to COJC pursuant to the terms of the COJC 911 IGA, which will terminate on December 1, 2008, unless extended by the parties thereto; and

WHEREAS, COSS and COJC each desire to assume and exercise all municipal powers with respect to 911 communications services within their respective corporate boundaries at the expiration of the COSS 911 IGA and the COJC 911 IGA and have determined that it is in their best interests to provide such services as a joint effort; and

WHEREAS, COSS and COJC desire to create a joint public safety and judicial facilities authority pursuant to the provisions of O.C.G.A. § 36-75-1, et seq. (the "War on Terrorism Local Assistance Act" or the "Act"), for the purpose of creating, owning, and placing into operation facilities to be used for 911 communications services for COSS and COJC; and

WHEREAS, COSS and COJC anticipate that additional municipalities may desire to participate in the Authority and the services offered by the 911 Center and to accept the terms of the Agreement and its obligations (COSS and COJC, together with any other municipalities who hereinafter become parties to this Agreement, are herein referred to collectively as "Participating Cities"); and

WHEREAS, the Participating Cities desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the Participating Cities have authorized the execution of this Agreement through appropriate resolutions adopted by their governing bodies;

NOW, THEREFORE, in consideration of the following mutual obligations, the Participating Cities hereby agree as follows:

ARTICLE 1

PURPOSE AND INTENT

The purpose of this Agreement is to establish the intent of the Participating Cities to create a joint public safety and judicial facilities authority to be known as "The Joint Public Safety and Judicial Facilities Authority for the Cities of Sandy Springs, Georgia and Johns Creek, Georgia", doing business as the Chattahoochee River 911 Authority (the "Authority") for the purpose of providing 911 communications services within the corporate boundaries of COSS and COJC.

ARTICLE 2

EMERGENCY COMMUNICATIONS SERVICE

The Authority will operate a joint consolidated public safety answering point in its emergency communications center (the "911 Center") on a 24-hour basis, 365 days per year, from which the services contemplated under this Agreement will be rendered initially for COSS and COJC. All matters relating to the acquisition of equipment and facilities and the operation of the 911 Center shall be determined by the Authority's board of directors as provided herein.

In the event other municipalities desire to join the Authority and to accept the terms and become a party to this Agreement in order to be served by the 911 Center, it may do so by action of the Board of Directors and resolutions of the councils of all Participating Cities.

ARTICLE 3

GOVERNANCE OF AUTHORITY

Control and management of the Authority shall be vested in a board of directors whose members shall be residents of the respective Participating Cities. The initial directors of the Authority shall be the City Manager of COSS, if he is a resident of COSS and if not, his designee, and the City Manager of COJC, if he is a resident of COJC and if not, his designee. The directors shall receive no compensation for their services.

The board of directors shall make bylaws and establish rules and regulations for the governing of the Authority and may delegate to one or more of the officers, agents, and employees of the Authority such powers and duties as may be deemed necessary and proper. Bylaws and governance documents shall be subject to the mutual review and approval of the councils of all Participating Cities.

ARTICLE 4

CAPITALIZATION AND PLEDGED REVENUES

The amount of capital with which the Authority shall begin operation is three million five hundred thousand dollars ($3,500,000). Initial capitalization shall be in the form of loans from each city to the Authority in the following amounts:

Amount	Responsible Party
$2,500,000	COSS
$1,000,000	COJC

To secure the 911 communication services to be rendered pursuant to this Agreement, the Participating Cities hereby agree to pledge to the Authority all revenue received for the monthly 911 charge upon each wired and wireless telephone subscriber served by the Authority's 911 communications service (the "Pledged Revenues"), as provided by O.C.G.A. § 46-5-134 for the operation of the 911 Center. The Participating Cities understand and agree that the Pledged Revenues are necessary for the payment of all liabilities of the Authority; therefore, the Pledged Revenues may not be repealed, revoked, rescinded or otherwise removed during the initial term of this Agreement, or any renewal term. Pledged Revenues shall be remitted to the Authority within ten (10) days of receipt by the Participating City.

Revenues of the Authority in excess of amounts necessary for the payment of all other liabilities shall be used at the direction of the Board of Directors to repay amounts loaned to the Authority by the Participating Cities for capitalization on a pro rata basis.

In the event the Authority shall need additional capital, it shall submit verification of need to the councils of all Participating Cities and obtain approval of such additional

capital by resolution from all councils. Any additional capital approved by all councils shall be contributed by the Participating Cities in equal shares in such form as determined by the Board of Directors to be in the best interest of the Authority.

ARTICLE 5

RETAINED POWERS OF CITIES

Each Participating City shall retain responsibility and authority for its operational departments and for such equipment and services as are required at its place of operation to interconnect to the 911 Center's operations.

ARTICLE 6

TERM OF AGREEMENT

The initial term of this Agreement is for five (5) years, commencing November 1, 2008 and ending on July 1, 2014. The Participating Cities understand and agree that this Agreement may not be cancelled by any party prior to the end of the five (5) year term described above for any reason. This Agreement may be renewed by the Participating Cities in additional terms of five (5) years each upon resolutions of the governing bodies of each city.

ARTICLE 7

NON-ASSIGNABILITY

Participating Cities to this Agreement shall not assign any of the obligations or benefits of this Agreement.

ARTICLE 8

ENTIRE AGREEMENT

The Participating Cities acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the Participating Cities regarding the subject matter of the Agreement.

ARTICLE 9

AMENDMENT

This Agreement may be modified at any time upon mutual written consent by resolutions of the councils of the Participating Cities.

ARTICLE 10

SEVERABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or any portion of a provision) to be invalid or otherwise unenforceable, that provision or

portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion were not part of this Agreement.

ARTICLE 11

BINDING EFFECT

This Agreement shall inure to the benefit of, and be binding upon, the respective Participating Cities' successors, heirs and assigns.

ARTICLE 12

COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Participating Cities have executed this Agreement through their duly authorized officers on the day and year first above written.

CITY OF SANDY SPRINGS, GEORGIA

Eva Galambos, Mayor

ATTEST:

City Clerk

(SEAL)

Approved as to form:

Wendell K. Willard, City Attorney

John McDonough, City Manager

CITY OF JOHNS CREEK, GEORGIA

Michael E. Bodker, Mayor

ATTEST:

City Clerk

(SEAL)

Approved as to form:

William F. Riley, City Attorney

John Kachmar, City Manager

STATE OF GEORGIA
CITY OF SANDY SPRINGS

RESOLUTION NO: 2008-10-52

RESOLUTION TO ACTIVATE THE JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE CITY OF SANDY SPRINGS AND THE CITY OF JOHNS CREEK, TO APPOINT A BOARD OF DIRECTORS, TO APPROVE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITIES, AND TO PROVIDE FOR FILING OF DOCUMENTS WITH THE GEORGIA SECRETARY OF STATE AND THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS PURSUANT TO O.C.G.A. § 36-75-1, ET SEQ.

WHEREAS, pursuant to O.C.G.A. § 36-75-1, et seq. (the "War on Terrorism Local Assistance Act" or the "Act"), a public body corporate and politic, to be known as the "public safety and judicial facilities authority", is created in and for each county and municipal corporation in the State of Georgia for nonprofit and public purposes; and

WHEREAS, pursuant to the Act a public safety and judicial facilities authority (an "authority") may be activated to acquire, construct, improve, or modify, to place into operation, and to operate or cause to be placed into operation, either as owner of all or any part in common with others, a project or projects, which is defined in the Act as the acquisition, construction, equipping, operation, maintenance, and repairing of county or municipal corporation judicial, detention, or public safety facilities, including facilities used or to be used by or in direct support of management and operation of homeland security, police, fire, rescue, and emergency medical services; and

WHEREAS, the Act provides that any number of counties or municipal corporations or a combination of counties and municipal corporations may jointly form an authority to be known as a "joint public safety and judicial facilities authority" for such counties or municipal corporations or both; and

WHEREAS, the City of Sandy Springs ("Sandy Springs") and the City of Johns Creek ("Johns Creek") have been working together to evaluate the possibility of forming a multi-jurisdictional 9-1-1 system and now desire to move forward together in the creation of a joint public safety and judicial facilities authority as provided in the Act for the purpose of creating and implementing a 9-1-1 system to serve the needs of both municipal corporations; and

WHEREAS, the Act provides that before a joint authority may transact any business or exercise any powers, it must be activated by proper ordinance or resolution of each county and municipal corporation involved, each declaring the need for an authority to function in their city and each declaring that such jurisdiction is at the time of the ordinance or resolution imposing a sales tax levied for the purposes of a metropolitan area system of public transportation; and

WHEREAS, the Act further provides that before a joint authority may transact any business or exercise any powers, it must approve an agreement with the other counties or municipal corporations for the activation of an authority and such agreement is executed; and

WHEREAS, the Act provides that control and management of an authority shall be vested in a board of directors whose members shall be residents of the county or municipal corporation, to be appointed by resolution of the governing authority of the county or municipal corporation for a term of four (4) years; and

WHEREAS, the Act provides that a copy of the activating resolution of the governing authority of the county or municipal corporation shall be filed with the Georgia Secretary of State and the Georgia Department of Community Affairs;

NOW THEREFORE, BE IT RESOLVED by the City Council of Sandy Springs as follows:

1. There is hereby determined and declared to be a present and future need for a public safety and judicial facilities authorityto function in Sandy Springs; and

2. Sandy Springs is at the time of this resolution imposing a sales tax levied for the purposes of a metropolitan area system of public transportation; and

3. The individuals listed on the attached Exhibit "A" are hereby appointed to the initial Board of Directors for the joint authority to be created for Sandy Springs and Johns Creek; and

4. The execution, delivery, receipt and due performance of the Intergovernmental Agreement for the Activation of the Joint Public Safety and Judicial Facilities Authority for the Cities of Sandy Springs, Georgia and Johns Creek, Georgia for the Provision of 911 Communications Services in the Cities of Sandy Springs and Johns Creek (the "Agreement") in substantially the form attached hereto as Exhibit "B", and any other certificates or documents as may be required to be executed, delivered, or received in connection with the creation of a 911 system are hereby authorized in order to carry out, give effect to, and consummate the transactions contemplated by the Agreement ; and

5. The City Manager and the City Attorney are hereby authorized to file appropriate documents with the Georgia Secretary of State and the Georgia Department of Community Affairs and to take any and all actions as may be necessary to activate the joint authority and to carry out the terms of the Agreement pursuant to the provisions of the Act.

APPROVED AND ADOPTED this 21st day of October, 2008.

Approved:

Eva Galambos

Eva Galambos, Mayor

Attest:

Tracy Tye

Tracy Tye, Acting City Clerk

(Seal)

EXHIBIT "A"

INITIAL BOARD OF DIRECTORS
FOR JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY

John McDonough, City Manager of City of Sandy Springs, if he is a resident of the City of Sandy Springs and if not, his designee

John Kachmar, City Manager of City of Johns Creek, if he is a resident of the City of Johns Creek and if not, his designee

EXHIBIT "B"

INTERGOVERNMENTAL AGREEMENT
FOR THE ACTIVATION OF THE
JOING PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE
CITIES OF SANDY SPRINGS, GEORGIA AND JOHNS CREEK, GEORGIA
FOR THE PROVISION OF 911 COMMUNICATIONS SERVICES INN
THE CITIES OF SANDY SPRINGS AND JOHNS CREEK
(attached)

RESOLUTION TO ACTIVATE THE JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE CITY OF SANDY SPRINGS AND THE CITY OF JOHNS CREEK, TO APPOINT A BOARD OF DIRECTORS, TO APPROVE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITIES, AND TO PROVIDE FOR FILING OF DOCUMENTS WITH THE GEORGIA SECRETARY OF STATE AND THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS PURSUANT TO O.C.G.A. § 36-75-1, ET SEQ.

WHEREAS, pursuant to O.C.G.A. § 36-75-1, et seq. (the "War on Terrorism Local Assistance Act" or the "Act"), a public body corporate and politic, to be known as the "public safety and judicial facilities authority", is created in and for each county and municipal corporation in the State of Georgia for nonprofit and public purposes; and

WHEREAS, pursuant to the Act a public safety and judicial facilities authority (an "authority") may be activated to acquire, construct, improve, or modify, to place into operation, and to operate or cause to be placed into operation, either as owner of all or any part in common with others, a project or projects, which is defined in the Act as the acquisition, construction, equipping, operation, maintenance, and repairing of county or municipal corporation judicial, detention, or public safety facilities, including facilities used or to be used by or in direct support of management and operation of homeland security, police, fire, rescue, and emergency medical services; and

WHEREAS, the Act provides that any number of counties or municipal corporations or a combination of counties and municipal corporations may jointly form an authority to be known as a "joint public safety and judicial facilities authority" for such counties or municipal corporations or both; and

WHEREAS, the City of Sandy Springs ("Sandy Springs") and the City of Johns Creek ("Johns Creek") have been working together to evaluate the possibility of forming a multi-jurisdictional 9-1-1 system and now desire to move forward together in the creation of a joint public safety and judicial facilities authority as provided in the Act for the purpose of creating and implementing a 9-1-1 system to serve the needs of both municipal corporations; and

WHEREAS, the Act provides that before a joint authority may transact any business or exercise any powers, it must be activated by proper ordinance or resolution of each county and municipal corporation involved, each declaring the need for an authority to function in their city and each declaring that such jurisdiction is at the time of the ordinance or resolution imposing a sales tax levied for the purposes of a metropolitan area system of public transportation; and

WHEREAS, the Act further provides that before a joint authority may transact any business or exercise any powers, it must approve an agreement with the other counties or municipal corporations for the activation of an authority and such agreement is executed; and

WHEREAS, the Act provides that control and management of an authority shall be vested in a board of directors whose members shall be residents of the county or municipal corporation, to be appointed by resolution of the governing authority of the county or municipal corporation for a term of four (4) years; and

WHEREAS, the Act provides that a copy of the activating resolution of the governing authority of the county or municipal corporation shall be filed with the Georgia Secretary of State and the Georgia Department of Community Affairs;

NOW THEREFORE, BE IT RESOLVED by the City Council of Johns Creek as follows:

1. There is hereby determined and declared to be a present and future need for a public safety and judicial facilities authority to function in Johns Creek; and

2. Johns Creek is at the time of this resolution imposing a sales tax levied for the purposes of a metropolitan area system of public transportation; and

3. The individuals listed on the attached Exhibit "A" are hereby appointed to the initial Board of Directors for the joint authority to be created for Sandy Springs and Johns Creek; and

4. The execution, delivery, receipt and due performance of the Intergovernmental Agreement for the Activation of the Joint Public Safety and Judicial Facilities Authority for the Cities of Sandy Springs, Georgia and Johns Creek, Georgia for the Provision of 911 Communications Services in the Cities of Sandy Springs and Johns Creek (the "Agreement") in substantially the form attached hereto as Exhibit "B", and any other certificates or documents as may be required to be executed, delivered, or received in connection with the creation of a 911 system are hereby authorized in order to carry out, give effect to, and consummate the transactions contemplated by the Agreement; and

5. The City Manager and the City Attorney are hereby authorized to file appropriate documents with the Georgia Secretary of State and the Georgia Department of Community Affairs and to take any and all actions as may be necessary to activate the joint authority and to carry out the terms of the Agreement pursuant to the provisions of the Act.

APPROVED AND ADOPTED THIS 27TH day of October, 2008.

Approved:

Michael E. Bodker, Mayor

Attest:

Joan C. Jones, City Clerk

EXHIBIT "A"

INITIAL BOARD OF DIRECTORS FOR JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY

John McDonough, City Manager of City of Sandy Springs, if he is a resident of the City of Sandy Springs and if not, his designee

John Kachmar, City Manager of City of Johns Creek, if he is a resident of the City of Johns Creek and if not, his designee

STATE OF GEORGIA
COUNTY OF FULTON

Resolution 2011-05-15

A RESOLUTION TO APPROVE THE FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR THE ACTIVATION OF THE JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE CITIES OF SANDY SPRINGS, GEORGIA AND JOHNS CREEK, GEORGIA

WHEREAS, the Cities of Sandy Springs, Georgia and Johns Creek, Georgia (hereinafter the "Cities") entered into that certain Intergovernmental Agreement for the Activation of the Joint Public Safety and Judicial Facilities Authority for the Cities of Sandy Springs, Georgia and Johns Creek, Georgia dated October 27, 2008 (the "IGA"); and

WHEREAS, the IGA was entered to provide for the formation of the Joint Public Safety and Judicial Facilities Authority for the Cities of Sandy Springs, Georgia and Johns Creek, Georgia, d/b/a Chattahoochee River 9-1-1 Authority (hereinafter the "Authority"), to perform emergency 9-1-1 call processing and dispatch services for the respective jurisdictions; and

WHEREAS, the Authority became operational on August 31, 2009, and has provided improved service resulting in markedly reduced public safety response times; and

WHEREAS, in the formation of the Authority, the Cities relied upon certain revenue projections for the collection of 9-1-1 telephone fees derived from an independent analysis of the fee structure and implementation of the fee in the jurisdictions; and

WHEREAS, the Cities' combined actual 9-1-1 telephone fee revenues collected by the Authority are anticipated to fall short of projections; and

WHEREAS, the Cities have committed to contributing additional funding on a pro-rata basis in order to assist the Authority in meeting its financial obligations; and

WHEREAS, the Authority is seeking authorization from the Mayor and Council to amend the IGA to incorporate provisions for both the amount of and remittance schedule for the aforementioned funds to the Authority; and

WHEREAS, the Mayor and City Council desire to enter the "First Amendment to Intergovernmental Agreement for the Activation of the Joint Public Safety and Judicial Facilities Authority for the Cities of Sandy Springs, Georgia and Johns Creek, Georgia," a copy of which is attached hereto and incorporated herein, in order to provide for such amendments; and

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Johns Creek that the First Amendment to Intergovernmental Agreement for the Activation of the Joint Public Safety and Judicial Facilities Authority for the Cities of Sandy Springs, Georgia and Johns Creek, Georgia is hereby approved and the Mayor is hereby authorized to execute same.

SO RESOLVED, this the 25th day of May, 2011.

Attest:

Joan C. Jones, City Clerk

Approved:

Michael E. Bodker, Mayor

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR THE ACTIVATION OF THE JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE CITIES OF SANDY SPRINGS, GEORGIA AND JOHNS CREEK, GEORGIA FOR THE PROVISION OF 911 COMMUNICATIONS SERVICES IN THE CITIES OF SANDY SPRINGS AND JOHNS CREEK

THE INTERGOVERNMENTAL AGREEMENT (the "Agreement"), entered into on October 27, 2008, by and between the **CITY OF SANDY SPRINGS, GEORGIA**, a political subdivision of the State of Georgia ("COSS"), and the **CITY OF JOHNS CREEK, GEORGIA**, a political subdivision of the State of Georgia ("COJC") (collectively, the "Participating Cities"), for the activation of the Joint Public Safety and Judicial Facilities Authority ("Authority") for the provision of 911 communications services in Sandy Springs and Johns Creek is hereby amended by the Participating Cities, effective October 27, 2008, as follows:

A. Article 4 entitled "**CAPITALIZATION AND PLEDGED REVENUES**" is amended to include the following:

4.1 Additional Financial Support. Because the Pledged Revenues, as defined herein, are not currently providing sufficient financial support for the payment of all liabilities of the Authority, the Participating Cities agree to provide additional financial support to the Authority as set forth herein. The Participating Cities agree to provide additional financial support to the Authority in the following proportionate shares: COSS agrees to provide sixty-five percent (65%) of the necessary additional financial support and COJC agrees to provide thirty-five percent (35%) of the necessary additional finandal support.

4.2 Annual Review of Shortfall and Utilization of Services. The basis for the distribution of the additional financial support to be provided by the Participating Cities as described herein is based upon the current utilization of Authority services by the respective Participating Cities. The Participating Cities agree to review annually the utilization of services provided by the Authority to the Participating Cities to ensure that the proportionate share of each Participating City as stated herein reflects its utilization. For purposes of this provision, "utilization of services" shall mean the combined volume of dispatched incidents and field-initiated activity across all public safety disciplines for the most recent twelve (12) month period. The Authority consents to provide to the Participating Cities a report of its projected annual shortfall by April 1 of each year that the Participating Cities contribute additional financial support to the Authority.

4.3 Payment Schedule. The Participating Cities agree that each shall deliver one-twelfth (1/12) of its annual contribution to the Authority on or before the 10th day of each month.

All other terms and conditions contained in the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Participating Cities, acting by and through their duly authorized officers, have caused this First Amendment to be executed under their respective seals.

CITY OF SANDY SPRINGS, GEORGIA

By: _____
Mayor Eva Galambos

Date: 5/31/2011

(SEAL)

ATTEST:

_____
City Clerk

CITY OF JOHNS CREEK, GEORGIA

By: _____
Mayor Michael Bodker

Date: 5-18-2011

ATTEST:

_____
City Clerk

Consented to by:

JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE CITIES OF SANDY SPRINGS, GEORGIA AND JOHNS CREEK, GEORGIA

By: _____
Chairman John Kachmar

ATTEST:

_____

STATE OF GEORGIA
COUNTY OF FULTON

RESOLUTION 2014-03-15

RESOLUTION TO AMEND AND APPROVE AN EXTENSION TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SANDY SPRINGS AND THE CITY OF JOHNS CREEK ("IGA") FOR THE PROVISION OF 911 COMMUNICATIONS SERVICES THROUGH CHATCOMM TO PROVIDE FOR A FIVE (5) YEAR TERM EXTENSION PURSUANT TO ARTICLE 6 OF THE IGA

WHEREAS, the City of Sandy Springs ("COSS") and the City of Johns Creek ("COJC") have made and entered into that certain Intergovernmental Agreement for the Activation of The Joint Public Safety and Judicial Facilities Authority for the Cities of Sandy Springs, Georgia and Johns Creek, Georgia (operating as "Chatcomm") for the provision of 911 communications services in the Cities of Sandy Springs and Johns Creek ("IGA"), dated October 27, 2008; and

WHEREAS, the IGA provides at Article 6 that the initial term of the IGA shall be five (5) years, commencing November 1, 2008 and ending on July 1, 2014; and

WHEREAS, Article 6 of the IGA further provides that the term of the IGA may be renewed by the Participating Cities (as defined in the IGA) in additional terms of five (5) years each upon resolutions of the governing bodies of each city; and

WHEREAS, COSS and COJC are currently the only Participating Cities under the IGA; and

WHEREAS, COSS and COJC now desire to renew the IGA for an additional five (5) year period upon the same terms, except for amendment to Article 3 as set forth herein, as the initial five (5) year period, with no right of cancellation by either party prior to the end of the five (5) year period, as provided in Article 6 of the IGA;

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Johns Creek, as follows:

1. The Mayor and Council hereby amend Article 3 of the IGA by striking the current Article 3 and replacing it with the terms as set forth below:

"**Article 3**
GOVERNANCE OF AUTHORITY

Control and management of the Authority shall be vested in a board of directors whose members shall be residents of the respective Participating Cities. Each Participating City shall appoint one director to the board of directors of the Authority; such director shall be nominated by the Mayor and confirmed by the City Council of the respective Participating City. The directors shall receive no

compensation for their services.

The board of directors shall make bylaws and establish rules and regulations for the governing of the Authority and may delegate to one or more of the officers, agents, and employees of the Authority such powers and duties as may be deemed necessary and proper. Bylaws and governance documents shall be subject to the mutual review and approval of the councils of all Participating Cities."

2. The Mayor and Council hereby approve renewal of the IGA for an additional five (5) year period upon the same terms, except for amendment to Article 3 as set forth herein, as the initial five (5) year period, with no right of cancellation by either party prior to the end of the five (5) year period, as provided in Article 6 of the IGA; and

3. The City Manager and City Attorney are hereby authorized to take any and all actions deemed appropriate to effectuate the intent of this resolution.

So Resolved, Approved and Adopted, this the 24th day of March, 2014

Approved:

Michael E. Bodker, Mayor

Attest:

Joan C. Jones, City Clerk

Approved As To Form:

William F. Riley, City Attorney

THIRD AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR THE ACTIVATION OF THE JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE CITIES OF SANDY SPRINGS, GEORGIA AND JOHNS CREEK, GEORGIA FOR THE PROVISION OF 911 COMMUNICATIONS SERVICES IN THE CITIES OF SANDY SPRINGS AND JOHNS CREEK

THIS THIRD AMENDMENT ("Amendment") is entered into by and between the **CITY OF SANDY SPRINGS, GEORGIA**, a body politic and corporate and a political subdivision of the State of Georgia ("COSS"), and the **CITY OF JOHNS CREEK, GEORGIA**, body politic and corporate and a political subdivision of the State of Georgia ("COJC") (collectively the "Participating Cities"), this _____ day of July, 2019, and amends that certain **INTERGOVERNMENTAL AGREEMENT FOR THE ACTIVATION OF THE JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE CITIES OF SANDY SPRINGS, GEORGIA AND JOHNS CREEK, GEORGIA FOR THE PROVISION OF 911 COMMUNICATIONS SERVICES IN THE CITIES OF SANDY SPRINGS AND JOHNS CREEK** ("Agreement"), entered into on October 27, 2008.

WHEREAS, in December, 2010, the Participating Cities entered into a first amendment to the Agreement for the purpose of specifying the terms and conditions for supplemental financial contributions to the Authority; and

WHEREAS, in February, 2014, the Participating Cities entered into an additional amendment to the Agreement for the purpose of extending the initial term of the Agreement for five (5) years, ending on July 1, 2019, pursuant to the provisions of Article 6 of the Agreement; and

WHEREAS, the Participating Cities now desire to amend Article 4 of the Agreement regarding capitalization and pledged revenues of the Authority of the Authority to provide for compensation and consideration to be based on 2020 numbers and based on three (3) years call volume (2016-2018) with three percent (3%) annual escalator years 2021-2024, as shown on Exhibit A attached hereto; and

WHEREAS, the Participating Cities further desire to extend the term of the Agreement for an additional five (5) years, ending on July 1, 2024, pursuant to the provisions of Article 6 of the Agreement; and

WHEREAS, the Participating Cities have authorized the execution of this Amendment through appropriate resolutions adopted by their governing bodies;

NOW, THEREFORE, in consideration of the following mutual obligations, the Participating Cities hereby agree to amend the Agreement, effective July 1, 2019, as follows:

A. At the end of **ARTICLE 4** entitled "**CAPITALIZATION AND PLEDGED REVENUE**", add the following provisions:

4.4 Compensation and consideration for COJC and COSS shall be based on 2020 numbers and based upon three (3) years call volume (2016-2018) with three percent (3%) annual escalator years 2021-2024 (See Exhibit A).

4.5 COJC and COSS shall share any compensation surplus or short fall equally as follows:

Fifty percent (50%) to COJC and fifty percent (50%) to COSS.

B. **ARTICLE 6** entitled "**TERM OF AGREEMENT**" is deleted in its entirety and replaced with the following:

The initial term of this Agreement shall commence on November 1, 2008 and end at 24:00 hours on July 1, 2024. The Participating Cities understand and agree that this Agreement may not be cancelled by any party prior to the end of the term described above for any reason. This Agreement may be renewed by the Participating Cities in additional terms of five (5) years each upon resolutions of the governing bodies of each city.

[signature page for Third Amendment]

IN WITNESS WHEREOF, the Participating Cities, acting by and through their duly authorized officers, have caused this Third Amendment to be executed under their respective seals.

CITY OF SANDY SPRINGS, GEORGIA

By: _____
Mayor Rusty Paul

Date: 7/29/19

ATTEST:

_____
City Clerk

CITY OF JOHNS CREEK, GEORGIA

By: _____
Mayor Michael Bodker

Date: 7/24/19

(SEAL)

ATTEST:

_____
City Clerk

Consented to by:

JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE CITIES OF SANDY SPRINGS, GEORGIA AND JOHNS CREEK, GEORGIA

By: _____
Chairman Wendell Willard

July 30, 2019

(SEAL)

ATTEST:

_____
Secretary

EXHIBIT A
CHATTAHOOCHEE RIVER 911 AUTHORITY FY 2020 - FY 2024
PROPOSED BUDGET

CHATTAHOOCHEE RIVER 911 AUTHORITY
FY 2020 - FY 2024 PROPOSED BUDGET

REVENUES:			2019 Budget	2020 Budget	2021 Budget	2022 Budget	2023 Budget	2024 Budget
86030	336022	CITY OF BROOKHAVEN SUBSCP	1,075,000	1,306,651	1,345,851	1,386,226	1,427,813	1,470,647
86030	336021	CITY OF DUNWOODY SUBSCP	1,125,000	1,198,616	1,234,574	1,271,611	1,309,760	1,349,052
		CITY OF DUNWOODY E911 PAYMENT	0	100,000	0	0	0	0
86030	336020	JOHNS CREEK E911 FEES	1,650,000	1,794,583	1,848,420	1,903,873	1,960,989	2,019,819
86030	336050	SANDY SPRINGS E911 FEES	2,950,000	3,030,101	3,121,004	3,214,634	3,311,073	3,410,405
86030	336090	JOHNS CREEK SUPPLEMENT	81,834	0	(46,989)	164,595	(147,209)	(186,376)
86030	336091	SANDY SPRINGS SUPPLEMENT	134,666	0	(46,989)	164,595	(147,209)	(186,376)
86030	381000	RENTAL INCOME	27,227	0	0	0	0	0
		TOTAL REVENUES	**7,043,728**	**7,429,950**	**7,455,869**	**8,105,534**	**7,715,216**	**7,877,172**

EXPENDITURES:			2019 Budget	2020 Budget	2021 Budget	2022 Budget	2023 Budget	2024 Budget
8603810	521201	iXP BASE CONTRACT	6,425,928	6,924,250	6,802,972	7,441,731	7,040,220	7,190,691
8603810	521210	PROF SVCS-AUDIT	12,000	12,000	12,000	12,000	12,000	12,000
8603810	521250	PROF SVCS-LEGAL	27,600	27,600	27,600	27,600	27,600	27,600
8603810	521275	MEDICAL DIRECTION	72,000	72,000	72,000	72,000	72,000	72,000
8603810	521300	TECHNICAL SERVICES	72,000	72,000	72,000	72,000	72,000	72,000
8603810	523100	LIABILITY INSURANCE	80,000	82,400	84,872	87,418	90,041	92,742
8603810	523900	TRUNKING CHARGES	0	0	0	0	0	0
8603810	523200	RENT	319,200	189,700	334,425	342,786	351,355	360,139
8603810	542400	CAPITAL EQUIPMENT	0	0	0	0	0	0
8603810	579000	CONTINGENCY	35,000	50,000	50,000	50,000	50,000	50,000
		TOTAL EXPENDITURES	**7,043,728**	**7,429,950**	**7,455,869**	**8,105,534**	**7,715,216**	**7,877,172**
NET CHANGE IN FUND BALANCE			**0**	**0**	**0**	**0**	**0**	**0**
FUND BALANCE BEGINNING OF YEAR			**0**	**0**	**0**	**0**	**0**	**0**
FUND BALANCE END OF YEAR			**0**	**0**	**0**	**0**	**0**	**0**

3-Year Call Volume
3% Annual Escalator

FOURTH AMENDMENT
TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF SANDY SPRINGS
AND
THE CITY OF JOHNS CREEK
FOR
THE ACTIVATION OF THE JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY ANDTHE PROVISION OF 911 COMMUNICATIONS SERVICES

THIS FOURTH AMENDMENT ("Fourth Amendment") to that certain agreement dated October 27, 2008 by and between the CITY OF SANDY SPRINGS, GEORGIA, a Georgia municipal corporation ("COSS") and the CITY OF JOHNS CREEK, GEORGIA, a Georgia municipal corporation ("COJC") (collectively the "Participating Cities"), is entered into by the Participating Cities and shall be effective the day is shall have been executed by the Participating Cities (the "Effective Date").

WHEREAS, in December 2010, the Participating Cities entered into the First Amendment to the Intergovernmental Agreement (the "Agreement") for the purpose of specifying the terms and conditions for supplemental financial contributions to the Joint Public Safety and Judicial Facilities Authority for the Cities of Sandy Springs and Johns Creek (the "Authority"); and

WHEREAS, in February 2014, the Participating Cities entered into the Second Amendment to the Agreement for the purpose of extending the initial term of the Agreement for five (5) additional years, ending on July 1, 2019, pursuant to the provisions of Article 6 of the Agreement; and

WHEREAS, in July 2019, the Participating Cities entered into the Third Amendment to the Agreement regarding capitalization and pledged revenues of the Authority and for the purpose of extending the initial term of the Agreement for five (5) additional years, ending on July 1, 2024, pursuant to the provisions of Article 6 of the Agreement; and

WHEREAS, the Participating Cities now desire to amend Article 4 of the Agreement regarding capitalization and pledge revenue of the Authority to provide for compensation and consideration to be based on 2023 numbers and based on three (3) years call volume (2019, 2022-2023) with three percent (3%) annual escalator years 2026-2029, as shown in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, the Participating Cities further desire to extend the term of the Agreement for an additional five (5) years, ending on July 1, 2029, pursuant to the provisions of Article 6 of the Agreement; and

WHEREAS, the Participating Cities have authorized the execution of this Amendment through appropriate resolutions adopted by their governing bodies.

NOW, THEREFORE, in consideration for the following mutual obligations set forth below, and other good and valuable consideration, the adequacy of which is hereby acknowledged, the Participating Cities herby agree as follows: as follows:

AMENDMENT TO ARTICLE 4. Article 4 (Paragraph 4) of the Agreement entitled "Capitalization and Pledged Revenue" is hereby AMENDED as follows:

CAPITALIZATION AND PLEDGED REVENUE (PARAGRAPH 4).

Compensation and consideration for COJC and COSS shall be based on 2023 numbers and based upon three (3) years call volume (2019, 2022-2023) with three percent (3%) annual escalator years 2026-2029 (See Exhibit "A").

AMENDMENT TO ARTICLE 6. Article 6 of the Agreement entitled "Term of Agreement" is hereby AMENDED as follows:

This Agreement shall be effective for an initial term (the "Initial Term") commencing at midnight on the 1st day of November, 2008, and termination at midnight on the 1st day of July, 2029. The Participating Cities understand and agree that this Agreement may not be cancelled by any party prior to the end of the term described above for any reason. This Agreement shall be renewed by the Participating Cities in additional terms of five (5) years each upon resolutions of the governing bodies of each Party.

I. **NON-ASSIGNABILITY.** Participating Cities to this Agreement shall not assign any of the obligations or benefits of the Agreement.

II. **ENTIRE AGREEMENT.** The Participating Cities acknowledge, one to the other, that the terms of this Agreement constitutes the entire understanding and agreement of the Participating Cities regarding the subject matter of this Agreement.

III. **AMENDMENT.** This Agreement may be modified at any time upon mutual written consent by resolution of the councils of the of Participating Cities.

IV. **SEVERABILITY.** If a court of competent jurisdiction renders any provisions of this Agreement (or any portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion were not part of this Agreement.

V. **BINDING EFFECT.** This Agreement shall inure to the benefit of, and be binding upon, the respective Participating Cities' successors, heirs and assigns.

{SIGNATURE PAGE TO FOLLOW}

IN WITNESS WHEREOF, the Participating Cities, acting by and through their duly authorized officers, have caused this Fourth Amendment to be executed under their respective seals.

CITY OF SANDY SPRINGS, GEORGIA

By: _____
Russell K. Paul, Mayor

_____
Date of Execution

ATTEST:

By: _____
Raquel D. González, City Clerk

{SEAL}

APPROVED AS TO FORM:

By: _____
Daniel W. Lee, City Attorney

CITY OF JOHNS CREEK, GEORGIA

By: _____
John Bradberry, Mayor

_____
Date of Execution

ATTEST:

By: _____
Allison Tarpley, City Clerk

{SEAL}

By: _____
City Attorney

CONSENTED TO BY:

JOINT PUBLIC SAFETY AND JUDICIAL FACILITIES AUTHORITY FOR THE CITIES OF SANDY SPRINGS, GEORGIA AND JOHNS CREEK, GEORGIA

By: _____

_____
Date of Execution

Name: _____

Title: _____

ATTEST:

By: _____
{SEAL}

EXHIBIT A
CHATTAHOOCHEE RIVER 911 AUTHORITY FY2026-2029
PROPOSED BUDGET

Chattahoochee River 911 Authority
CHATCOMM

FISCAL YEAR 2025

PROPOSED BUDGET

Exhibit A

Chattahoochee River 911 Authority

FY 2025 PROPOSED BUDGET

REVENUES:			2020 Actual	2021 Actual	2022 Actual	2023 Actual	2024 Projected	2020 Budget	2021 Budget	2022 Budget	2023 Budget	2024 Budget	2025 Proposed Budget	% of Change
86030	336020	JOHNS CREEK E911 FEES	1,920,509	1,934,408	1,900,614	2,084,971	1,984,709	1,794,585	1,848,420	1,903,873	1,960,989	2,019,819	2,487,759	23.167%
86030	336021	CITY OF DUNWOODY SUBSCRIPTION	1,286,347	1,231,578	1,234,574	1,309,759	1,349,052	1,292,480	1,234,574	1,271,611	1,309,759	1,349,052	1,606,546	19.087%
86030	336031	CITY OF BROOKHAVEN SUBSCRIPTION	1,268,042	1,345,851	1,386,226	1,427,813	1,470,647	1,287,345	1,345,851	1,386,226	1,427,813	1,470,647	2,291,309	55.803%
86030	336050	SANDY SPRINGS E911 FEES	3,210,630	3,424,230	2,999,171	3,993,901	3,791,528	3,030,100	3,121,003	3,214,634	3,311,073	3,410,405	4,045,475	18.622%
86030	336090	JOHNS CREEK SUPPLEMENT	-	-	-	-	-	13,470	(60,603)	164,595	(38,490)	192,556	0.00	-100.00%
86030	336091	SANDY SPRINGS SUPPLEMENT	-	-	-	-	-	13,470	(60,603)	164,595	(57,350)	300,915	0.00	-100.00%
86030	381000	RENTAL INCOME	24,958	27,227	27,227	27,227	27,227	-	27,227	-	27,227	27,227	27,227	0.000%
		TOTAL REVENUES	**7,710,486**	**7,963,294**	**7,547,812**	**8,843,672**	**8,623,163**	**7,431,450**	**7,455,869**	**8,105,534**	**7,941,021**	**8,770,622**	**10,458,316**	**19.243%**

EXPENDITURES:			2020 Actual	2021 Actual	2022 Actual	2023 Actual	2024 Projected	2020 Budget	2021 Budget	2022 Budget	2023 Budget	2024 Budget	2025 Proposed Budget	% of Change
8603810	521200	iXP BASE CONTRACT	6,960,682	7,095,731	7,049,006	5,612,983	5,739,080	6,924,250	6,811,176	7,441,731	5,612,983	5,905,245	6,221,520	5.356%
8603810	521201	PROF SVCS-TECHNICAL	-	56,220	-	1,906,769	2,047,766	-	-	-	1,679,740	2,117,700	3,535,902	66.969%
8603810	521210	PROF SVCS-AUDIT	12,770	14,655	14,285	20,925	29,810	13,500	12,000	12,000	15,000	30,000	35,000	16.667%
8603810	521250	PROF SVCS-LEGAL	36,737	35,675	16,186	13,000	7,489	27,600	27,600	27,600	25,000	27,600	30,000	8.696%
8603810	521275	MEDICAL DIRECTION	71,061	73,726	75,857	81,282	84,347	72,000	72,000	72,000	80,000	86,375	92,781	7.417%
8603810	521300	TECHNICAL SERVICES	77,216	71,249	71,249	71,249	71,249	72,000	72,000	72,000	72,000	72,000	-	-100.000%
8603810	522310	BUILDING OPERATING LEASE	174,168	378,999	338,346	382,460	392,681	189,700	334,425	342,785	351,355	392,268	402,365	2.574%
8603810	523100	LIABILITY INSURANCE	76,805	54,880	55,518	59,326	66,027	82,400	84,872	87,418	53,743	66,634	75,747	13.676%
8603810	523955	BANK SERVICE FEES	-	479	3,082	3,728	4,014	-	-	-	3,600	4,800	5,000	4.167%
8603810	531100	GEN SUPPLIES & MATERIALS	13,718	5,409	908	4,295	1,450	-	-	-	5,000	5,000	10,000	100.00%
8603810	579000	CONTINGENCY	-	-	1,758	1,758	-	50,000	41,796	50,000	42,600	63,000	50,000	-20.635%
		TOTAL EXPENDITURES	**7,423,157**	**7,787,023**	**7,626,195**	**8,157,774**	**8,443,912**	**7,431,450**	**7,455,869**	**8,105,534**	**7,941,021**	**8,770,622**	**10,458,316**	19.243%
NET CHANGE IN FUND BALANCE			**287,330**	**176,271**	**(78,383)**	**685,898**	**179,250**	**-**	**-**	**-**	**-**	**-**	**-**	
FUND BALANCE BEGINNING OF YEAR			**57,464**	**344,794**	**521,065**	**1,343,381**	**2,068,226**							
FUND BALANCE END OF YEAR			**344,794**	**521,065**	**442,682**	**2,029,279**	**2,247,476**							

City	2019 Call Volume	2022 Call Volume	2023 Call Volume	Call Volume Average
JOHNS CREEK SUPPLEMENT	36.64%	40.16%	39.61%	38.09%
SANDY SPRINGS SUPPLEMENT	63.36%	59.84%	60.39%	61.91%
JOHNS CREEK CALL VOLUME	21.84%	24.78%	24.04%	23.89%
SANDY SPRINGS CALL VOLUME	37.77%	36.92%	36.66%	38.84%
DUNWOOODY CALL VOLUME	16.00%	14.21%	14.65%	15.36%
BROOKHAVEN CALL VOLUME	24.39%	24.09%	24.64%	21.91%
TOTAL	**100.00%**	**100.00%**	**100.00%**	**100.00%**

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF 911 EMERGENCY COMMUNICATION SERVICES BETWEEN FULTON COUNTY, GEORGIA and THE CITY OF CHATTAHOOCHEE HILLS, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), by and between Fulton County, Georgia (hereinafter "County"), a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and the City of Chattahoochee Hills, Georgia (hereinafter "City"), a municipality if the State of Georgia, entered into this 1st day of January 2023.

WITNESSETH:

WHEREAS, the Fulton County Board of Commissioners has previously entered into the Agreement with the City to provide use of the Fulton County Radio Communications System for a period of three (3) years; and

WHEREAS, the Georgia Constitution, ARTICLE IX, § 2, ¶ 3, except as otherwise provided by law, prohibits cities and counties from exercising governmental authority within each other's boundaries except by Intergovernmental Agreement; and

WHEREAS, the County and the City desire to enter into a new Intergovernmental Agreement (the "911 IGA") for the County to provide a public safety answering point within the boundaries of the City for a term of twelve (12) months from January 1, 2023, through and including December 31, 2023, with three (3) automatic renewals commencing on January 1 of each successive year; and

WHEREAS, the 911 IGA establishes the cost of Enhanced 911 Emergency call reception and public safety radio dispatch services to be provided by the County to the City pursuant to this Agreement; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereunto agree as follows:

ARTICLE 1

PURPOSE AND INTENT

1.1 The purpose of this Agreement is to provide the vital and necessary communications link between the City of Chattahoochee Hills citizens and the Fulton County Department of Emergency Services-911 through use of the County's consolidated 911 call reception and radio dispatching of requests of public safety services for a term of twelve (12) months from January 1, 2023, at 0000 hours and concluding at 2400 hours on December 31, 2023, with three (3) automatic renewals commencing on January 1 of each successive year. This Agreement shall terminate at 2400 hours on December 31, 2026.

1.2 Fulton County, therefore, agrees to provide the City of Chattahoochee Hills with courteous, efficient, and accessible E911 and public safety radio dispatch services to requests for assistance from citizens involving emergencies, non-emergencies, and response to natural and man-made disasters, for the term prescribed in this Agreement, consistent with the overall quality of services provided throughout the County.

ARTICLE 2

DEFINITIONS

For the purposes of this Agreement, the following terms shall be defined as:

2.1 ***Call for Service*** means a request received from the public through the County's public safety answering point, Enhanced 911 system, requiring emergency or non-emergency Police Department, Fire Department, or Ambulance pre-hospital care response or assistance in response to natural and man-made incidents.

2.2 ***Communications Officer*** means any employee of the Fulton County Department of Emergency Services-911, who has successfully completed the basic training course required by O.C.G.A. § 35- 8- 23, to receive, process, or transmit public safety information and dispatch law enforcement officers, firefighters, medical personnel, or emergency management personnel.

2.3 ***Contract Administrators*** means the Director of the Fulton County Department of Emergency Services-911, or the designee of such Director for the COUNTY, and the City Administrator, or the designee of such Administrator of the CITY. The primary responsibilities of the Contract Administrators are to coordinate and communicate with each other and to manage and supervise execution and completion of the terms and conditions of this Agreement as set forth herein. In the Administration of the Agreement, as contrasted with matters of policy, all parties may rely on the instructions and determinations made by the

Contract Administrators: provided, however, that such instructions and determinations do not increase the obligations of the COUNTY or the CITY hereunder.

2.4 ***Emergency Communications Services*** means the receipt of incoming calls for service through the enhanced 911 telephone system for emergency and non-emergency requests for medical, police, fire, and other public safety services, and initiation of the appropriate response action. The service also includes the coordination of requests for support and auxiliary services from field units and refers crimes and incidents not requiring an on-scene investigation by a field unit to the appropriate police between citizens and Fulton County Department of Emergency Services 911 through consolidated, Enhanced 911 call reception and radio dispatching of requests for public safety services. The Countywide APCO P25 Phase 2 Digital 800MHz trunked radio system (hereinafter "County 800 MHz Radio System") is the primary method of dispatching calls for service to field units and private ambulance services.

2.5 ***Emergency 911 ("Department")*** means that unit of Fulton County Government responsible for emergency communications services, including answering all telephone 911 calls for emergency service and dispatching police, fire and medical services to the proper locations. The Department also maintains the County APCO P25 Phase 2 Digital 800 MHz radio system to ensure the vital communications link between the citizens and the delivery of service by the appropriate agency is not interrupted.

2.6 ***Emergency Medical Priority Dispatch System*** means that system employed by Fulton County to process medical calls and provide callers with pre-arrival instructions.

2.7 ***Enhanced 911 Emergency Telephone Number System*** means that system which provides County Emergency Communications personnel the telephone number, name, and address of the telephone subscriber, and other pertinent information on any 911 calls placed within Fulton County.

2.8 ***Fire Department*** means the City of Chattahoochee Hills Fire/EMS Department.

2.9 ***Police Department*** means the City of Chattahoochee Hills Police Department.

2.10 ***Public Safety Answering Point ("PSAP")*** means an emergency communications dispatch operation, responsible for answering all telephone 911 calls, employing technologies such as trunked radio, Enhanced 911, Computer Aided Dispatch ("CAD") and Mobile Data.

2.11 ***Staffing Levels*** means the availability of communications officers to handle calls for service from the City of Chattahoochee Hills. Specific positions or individuals cannot be identified inasmuch as the number of dispatchers is based on call volume

and incoming calls for service are processed by the first available call taker regardless of where the call originates, which is intended to reflect that same level being provided to the area by operation of the County budget.

ARTICLE 3

TERM OF AGREEMENT

The initial term of this Agreement is for twelve (12) months, from January 1, 2023, at 0000 hours and concluding December 31, 2023, with three (3) automatic renewals commencing on January 1 of each successive year. This Agreement shall terminate at 2400 hours on December 31, 2026. At the conclusion of the last term (2400 hours on December 31, 2026), the City will be solely responsible for providing all public safety answering point services within City boundaries, unless extended by mutual agreement approved by both governing bodies. The parties will meet on or before December 31, 2026, to review service under this Agreement and consider proposed modifications of the term. Any such proposal change is subject to consideration and approval of the Fulton County Board of Commissioners and the City of Chattahoochee Hills City Council.

The parties agree that the City may, at any time, upon sixty (60) days notice to the County, terminate this Agreement upon its determination that it wishes to provide its own emergency communications services or provide emergency communications services by other means.

ARTICLE 4

COMPENSATION AND CONSIDERATION

4.1 For the emergency communications services to be rendered pursuant to this Agreement, based upon the call volume described herein below in sub-paragraph 5.4, the County is entitled to impose and retain a monthly 911 charge upon each wired and wireless telephone subscriber served by the County's 911 service, as provided by O.C.G.A. § 46- 5- 134. Additionally, the County is entitled to impose and retain an annual subsidy from the City in the amount of **$57,000.00**. Nothing in this Agreement shall preclude the County's right to continue to collect such fees for 911 access and services performed during the term hereof as it relates to calls originating from within the City of Chattahoochee Hills.

4.2 The County agrees to provide an invoice representing the full amount of the subsidy owed by the City for the term of this Agreement and subsequent invoices for any renewals of the Agreement within thirty (30) days of the execution of the Agreement or each renewal of the Agreement as applicable. The City agrees to promptly remit full payment of the invoiced amount within (30) days of receipt of the invoice from the County. A late payment penalty will accrue at the rate of one percent (1%) per month or part thereof for any payment that is delinquent.

ARTICLE 5

EMERGENCY COMMUNICATIONS SERVICES

5.1 The County operates a consolidated public safety answering point in its Emergency Communications Center on a 24-hour basis, 365 days per year, staffed in two (2) 12-hour shifts each day from which the services contemplated under this Agreement will be rendered. The Communications Officers receive citizens' requests for service, process those requests, dispatch emergency units as appropriate, and monitor Police, Fire, and EMS activities. The Emergency Medical Priority Dispatch System is employed to process medical calls and provide callers with pre-arrival instructions.

5.2 Based upon the volume of calls originating from within the City of Chattahoochee Hills, provisions of emergency communications services provided by communications officers shall be as furnished in the positions of call takers, dispatchers, and supervisors during day, and morning shifts and may be modified by the Director of Fulton County Department of Emergency Services 911 from time to time as needs arise. These staffing positions represent the global level necessary for a complete 24-hour period in Fulton County.

5.3 The Director of Fulton County Department of Emergency Services 911 may utilize overtime to fill temporary vacancies caused by, but not limited to: sick or annual leave issues, temporary disability, relief of duty, and Family Medical Leave Act absences. The financial costs associated with overtime utilized to fill such vacancies will be the sole responsible of the County.

5.4 The nature of the wide-ranging (both emergency and non-emergency), continuous and multitudinous nature of the calls received by a large metropolitan Public Safety Answering Point (PSAP) like the Fulton County Department of Emergency Services 911, makes it difficult to assign an "average call answer time." However, it is the objective of the Department to respond, on average, to 911 calls emanating from the City of Chattahoochee Hills with an average ten (10) second call answer time for emergency calls for service 90% of the time. Exceptions would be unpredictable system overload, declared disaster, or disruption in voice or data transmission.

ARTICLE 6

EQUIPMENT

The County shall furnish and maintain in good working condition for the benefit of the City, all necessary 800 MHz digital radio emergency communication facilities and equipment necessary and proper for the purpose of performing the services, duties, and responsibilities described in this Agreement.

ARTICLE 7

EMPLOYMENT STATUS

7.1 All emergency communications officers, as well as any other Fulton County personnel assigned under this Agreement, are and will continue to be employees of the County for all purposes, including but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions. All emergency communications employees will continue to report under the management structure established in the Fulton County Department of Emergency Services 911.

7.2 In the event the City Administrator becomes dissatisfied with the performance of any sworn or civilian personnel performing emergency communications services on behalf of the City, the City Administrator shall discuss the concerns with the Director of the Fulton County Department of Emergency Services 911.

7.3 Fulton County Department of Emergency Services 911 employees will not be specifically assigned as call takers for the City of Chattahoochee Hills, because the County operates a consolidated center, the E911 telephone equipment routes calls from anywhere in the County to the first available call taker. Any other method of staff deployment would reduce the service level and adversely impact all citizens of Fulton County, including the City of Chattahoochee Hills. Accordingly, the number of employees needed by call volume from Chattahoochee Hills has been estimated, but not assigned to specific employees.

ARTICLE 8

RECORDKEEPING AND REPORTING

8.1 The Police and Fire Department Records Sections are the central repository for all police and fire department records and are available public records as defined by the Georgia Open Records Act, O.C.G.A. § 50- 18- 70, *et seq.*

8.2 The Director of the Fulton County Department of Emergency Services 911 shall prepare and deliver monthly reports to the City Administrator. The reports shall describe the volume of 911 calls for service, identification of police, fire, or EMS, and answer speed for calls originating within the City of Chattahoochee Hills.

8.3 Except as limited by provision of state or federal law, the City may request, review, and access data and County records, at a mutually agreed upon time and place, to ensure compliance with this Agreement.

ARTICLE 9

ANCILLARY SERVICES

9.1 The County must provide a variety of ancillary services incumbent on a large metropolitan public safety answering point. These services will be provided to the City pursuant to this Agreement, the consideration for which has been calculated as part of the payment provided in Article 4.

9.2 In addition to E911 reception and radio dispatch, ancillary services provided by the Department of Emergency Services 911 include technical operations, administration, quality assurance, training, and preparing and planning for, responding to, and recovering from emergencies or disasters.

9.3 During the operation of this Agreement, the County will continue to provide administrative services, cost allocation, facilities maintenance, fiscal management, general operating supplies, human resources, information systems, maintenance, public information, purchasing, utilities and other critical services attendant to the operation of a public safety answering point.

9.4 During the term of this Agreement, the County will continue to administer the 911 Advisory Committee as required by O.C.G.A. § 46-5-136. The City of Chattahoochee Hills will be required to participate in committee meetings, as well as utilize the committee for the City's compliance with the requirements as provided for within state law.

ARTICLE 10

CITY- COUNTY RELATIONS

10.1 The Director of the Fulton County Department of Emergency Services 911, or his/her designee, will notify the County Manager and City Administrator in the event of a significant emergency communications or emergency management situation within the City. The Director of Fulton County Department of Emergency Services 911 and the City Administrator shall designate the kinds of incidents that are to be considered "significant" by a memorandum. In the event no memorandum is executed, the City Administrator shall be notified consistent with the notification by the Fulton County Department of Emergency Services 911 to the County Manager.

10.2 At the request of the City Administrator, the Director of the Fulton County Department of Emergency Services 911 or that official's designee shall be available to attend City Council meetings on an "as needed" basis.

10.3 The County shall be the sole provider of public safety answering point services during the operation of this Agreement.

ARTICLE 11

TRANSITION

11.1 In the event of the termination or expiration of this Agreement, the County and the City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from County to a municipal public safety answering point and to maintain the same high quality of 911 and emergency medical response provided by this Agreement for the residents, businesses, and visitors of the City.

11.2 The Director of the Fulton County Department of Emergency Services 911 or his/her designee shall present a summary report to the City Council within sixty (60) days of the conclusion of this Agreement to facilitate the transition to the City's PSAP.

11.3 The County and the City agree that ninety (90) days prior to the expiration of this Agreement, the City Administrator and County Manager will meet and confer to affect a smooth transition.

ARTICLE 12

INDEMNIFICATION

12.1 It is the intent of the parties to be covered under the auspices of the immunity granted by O.C.G.A. § 46- 5- 131. Only to the extent permitted by law and in the event O.C.G.A. § 46- 5- 131 is deemed inapplicable, shall the City defend, indemnify, and hold harmless the County and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or it officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by the City, its employees, officers, and agents. The County shall promptly notify the City of each claim, assert all statutory defenses, cooperate with the City in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the City's participation.

12.2 The immunity and indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

ARTICLE 13

EVENT OF DEFAULT

13.1 An event of default shall mean a material breach of this Agreement by the County as follows:

13.1.1 The County repeatedly disregards local priorities established by the City Administrator which the County is required to observe by the Agreement, and which have been communicated in writing by action of the City Council to the County on more than one occasion.

13.1.2 The County does not maintain sufficient personnel in the Department of Emergency Services 911 to handle the volume of 911 calls as required by Article 5.

13.1.3 The County consistently fails to meet the levels of service outlined in Article 5, which failure has been communicated in writing by action of the City Council to the County on more than one occasion.

13.2 An event of default shall mean a material breach of this Agreement by the City as follows:

13.2.1 Failure of the City to establish specific objectives, written and attainable local priorities for local emergency communication services activities and transmit the same to the Director of the Fulton County Department of Emergency Services 911.

13.2.2 Failure of the City to remit timely payment of any subsidy amount payable pursuant to Article 4 of this Agreement.

ARTICLE 14

TERMINATION AND REMEDIES

14.1 The City or the County may terminate this Agreement only for an event of default, or as outlined in Article 3, Term of Agreement, unless the default is cured as provided in this Article.

14.2 If an event or default occurs, in the determination of the City, the City shall notify the County in writing; specify the basis for the default and advise the County that the default must be cured to the City's reasonable satisfaction within a sixty (60) day period. The City may grant additional time to cure the default, as the City may deem appropriate, without waiver of any of the City's rights, so long as the County has commenced curing the default and is effectuating a cure with diligence and

continuity during the sixty (60) day period, or any longer period which the City prescribes.

14.3 If an event of default occurs, in the determination of the County, the County may notify the City in writing, specify the basis for the default and advise the City that the default must be cured to the County's reasonable satisfaction within a sixty (60) day period; except that for events of default related to the payment of fees, the cure period is reduced to thirty (30) days. The County may grant additional time to cure the default, as the County may deem appropriate, without waiver of any of the County's rights, so long as the City has commenced curing the default and is effectuating a cure with diligence and continuity during the sixty (60) day period (30 days for payments) or any longer period which the County prescribes.

14.4 In the event that either party breaches a material term of condition of this Agreement, other than an event of default, the party in breach, upon receipt of a written request from the non-breaching party, shall remedy the breach within thirty (30) days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching party may utilize the remedies of declaratory judgment, specific performance, mandamus or injunctive relief to compel the breaching party to remedy the breach.

14.5 The parties reserve all available remedies afforded by law to enforce any term of condition of this Agreement.

ARTICLE 15

AMENDMENTS

This Agreement may be modified at any time during the term by mutual written consent of both parties.

ARTICLE 16

NOTICES

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County:

Richard "Dick" Anderson, County Manager
141 Pryor Street, S.W.,
Suite 1000
Atlanta, Georgia 30303
404-612-8335
404-612-0350 (facsimile)

With a copy to:

Soo Jo, County Attorney
141 Pryor Street, S.W.,
Suite 4038
Atlanta, Georgia 30303
404-612-0235
404-730-6324 (facsimile)

If to the City:

Tom Reed, Mayor
City of Chattahoochee Hills
6505 Rico Road
Chattahoochee Hills, Georgia 30268
770-463-8881

Rob Rokovitz, City Manager
City of Chattahoochee Hills
6505 Rici Road
Chattahoochee Hills, Georgia 30268

Jim Little, Chief of Police
6505 Rico Road
Chattahoochee Hills, Georgia 30268
770-463-6576
770-463-8550

Greg Brett, Fire Chief
6505 Rico Road
Chattahoochee Hills, GA 30268
770-463-1592
770-463-8550

ARTICLE 17

NON- ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 18

ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and agreement of the parties regarding the subject matter of the Agreement.

ARTICLE 19

SEVERABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effects as if the invalid provision or portion of the provision were not part of this Agreement.

ARTICLE 20

BINDING EFFECT

This Agreement shall insure to the benefit of, and be binding upon, the respective parties' successors

ARTICLE 21

COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

WHEREFORE, the parties have read and understood the terms of this agreement, they do hereby agree to such terms by execution of their signatures on the next page.

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals

FULTON COUNTY, GEORGIA

Robb L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier, Clerk (SEAL)
Clerk to the Commission

APPROVED AS TO FORM:

Soo Jo
County Attorney

APPROVES AS TO SUBSTANCE:

Chris Sweigart, Director
Department of Emergency Services 911

CHATTAHOOCHEE HILLS, GEORGIA

Tom Reed, Mayor
City of Chattahoochee Hills

ATTEST:

Dana Wicher, City Clerk (Seal)
City of Chattahoochee Hills

APPROVED AS TO SUBSTANCE

Rob Rokovitz, City Manager
City of Chattahoochee Hills

Jim Little, Chief of Police
City of Chattahoochee Hills

Greg Brett, Fire Chief
City of Chattahoochee Hill

APPROVED AS TO FORM:

City Attorney

ITEM #22-0915 RM 12/7/22
REGULAR MEETING

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF 911 EMERGENCY COMMUNICATION SERVICES BETWEEN FULTON COUNTY, GEORGIA and THE CITY OF FAIRBURN, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), by and between Fulton County, Georgia (hereinafter "County"), a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and the City of Fairburn, Georgia (hereinafter "City"), a municipality of the State of Georgia, entered into this 1st day of January, 2023.

WITNESSETH:

WHEREAS, the Fulton County Board of Commissioners has previously entered into the Agreement with the City to provide use of the Fulton County Radio Communications System for a period of three (3) years; and

WHEREAS, the Georgia Constitution, ARTICLE IX, § 2, ¶ 3, except as otherwise provided by law, prohibits cities and counties from exercising governmental authority within each other's boundaries except by Intergovernmental Agreement; and

WHEREAS, the County and the City desire to enter into a new Intergovernmental Agreement (the "911 IGA") for the County to provide a public safety answering point within the boundaries of the City for a term of twelve (12) months from January 1, 2023, through and including December 31, 2023, with three (3) automatic renewals commencing on January 1 of each successive year; and

WHEREAS, the 911 IGA establishes the cost of Enhanced 911 Emergency call reception and public safety radio dispatch services to be provided by the County to the City pursuant to this Agreement; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereunto agree as follows:

ARTICLE 1

PURPOSE AND INTENT

1.1 The purpose of this Agreement is to provide the vital and necessary communications link between the City of Fairburn citizens and the Fulton County Department of Emergency Services-911 through use of the County's consolidated 911 call reception and radio dispatching of requests of public safety services for a term of twelve (12) months from January 1, 2023, at 0000 hours and concluding at 2400 hours on December 31, 2023, with three (3) automatic renewals commencing on January 1 of each successive year. This Agreement shall terminate at 2400 hours on December 31, 2026.

1.2 Fulton County, therefore, agrees to provide the City of Fairburn with courteous, efficient, and accessible E911 and public safety radio dispatch services to requests for assistance from citizens involving emergencies, non-emergencies, and response to natural and man-made disasters, for the term prescribed in this Agreement, consistent with the overall quality of services provided throughout the County.

ARTICLE 2

DEFINITIONS

For the purposes of this Agreement, the following terms shall be defined as:

2.1 ***Call for Service*** means a request received from the public through the County's public safety answering point, Enhanced 911 system, requiring emergency or non-emergency Police Department, Fire Department, or Ambulance pre-hospital care response or assistance in response to natural and man-made incidents.

2.2 ***Communications Officer*** means any employee of the Fulton County Department of Emergency Services-911, who has successfully completed the basic training course required by O.C.G.A. § 35- 8- 23, to receive, process, or transmit public safety information and dispatch law enforcement officers, firefighters, medical personnel, or emergency management personnel.

2.3 ***Contract Administrators*** means the Director of the Fulton County Department of Emergency Services-911, or the designee of such Director for the COUNTY, and the City Administrator, or the designee of such Administrator of the CITY. The primary responsibilities of the Contract Administrators are to coordinate and communicate with each other and to manage and supervise execution and completion of the terms and conditions of this Agreement as set forth herein. In the Administration of the Agreement, as contrasted with matters of policy, all parties may rely on the instructions and determinations made by the

Contract Administrators: provided, however, that such instructions and determinations do not increase the obligations of the COUNTY or the CITY hereunder.

2.4 ***Emergency Communications Services*** means the receipt of incoming calls for service through the enhanced 911 telephone system for emergency and non-emergency requests for medical, police, fire, and other public safety services, and initiation of the appropriate response action. The service also includes the coordination of requests for support and auxiliary services from field units and refers crimes and incidents not requiring an on-scene investigation by a field unit to the appropriate police between citizens and Fulton County Department of Emergency Services 911 through consolidated, Enhanced 911 call reception and radio dispatching of requests for public safety services. The Countywide APCO P25 Phase 2 Digital 800MHz trunked radio system (hereinafter "County 800 MHz Radio System") is the primary method of dispatching calls for service to field units and private ambulance services.

2.5 ***Emergency 911 ("Department")*** means that unit of Fulton County Government responsible for emergency communications services, including answering all telephone 911 calls for emergency service and dispatching police, fire and medical services to the proper locations. The Department also maintains the County APCO P25 Phase 2 Digital 800 MHz radio system to ensure the vital communications link between the citizens and the delivery of service by the appropriate agency is not interrupted.

2.6 ***Emergency Medical Priority Dispatch System*** means that system employed by Fulton County to process medical calls and provide callers with pre-arrival instructions.

2.7 ***Enhanced 911 Emergency Telephone Number System*** means that system which provides County Emergency Communications personnel the telephone number, name, and address of the telephone subscriber, and other pertinent information on any 911 calls placed within Fulton County.

2.8 ***Fire Department*** means the City of Fairburn Fire/EMS Department.

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incoming calls for service are processed by the first available call taker regardless of where the call originates, which is intended to reflect that same level being provided to the area by operation of the County budget.

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The parties agree that the City may, at any time, upon sixty (60) days notice to the County, terminate this Agreement upon its determination that it wishes to provide its own emergency communications services or provide emergency communications services by other means.

ARTICLE 4

COMPENSATION AND CONSIDERATION

4.1 For the emergency communications services to be rendered pursuant to this Agreement, based upon the call volume described herein below in sub-paragraph 5.4, the County is entitled to impose and retain a monthly 911 charge upon each wired and wireless telephone subscriber served by the County's 911 service, as provided by O.C.G.A. § 46-5-134. Additionally, the County is entitled to impose and retain an annual subsidy from the City in the amount of **$400,000.00**. Nothing in this Agreement shall preclude the County's right to continue to collect such fees for 911 access and services performed during the term hereof as it relates to calls originating from within the City of Fairburn.

4.2 The County agrees to provide an invoice representing the full amount of the subsidy owed by the City for the term of this Agreement and subsequent invoices for any renewals of the Agreement within thirty (30) days of the execution of the Agreement or each renewal of the Agreement as applicable. The City agrees to promptly remit full payment of the invoiced amount within (30) days of receipt of the invoice from the County. A late payment penalty will accrue at the rate of one percent (1%) per month or part thereof for any payment that is delinquent.

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5.1 The County operates a consolidated public safety answering point in its Emergency Communications Center on a 24-hour basis, 365 days per year, staffed in two (2) 12-hour shifts each day from which the services contemplated under this Agreement will be rendered. The Communications Officers receive citizens' requests for service, process those requests, dispatch emergency units as appropriate, and monitor Police, Fire, and EMS activities. The Emergency Medical Priority Dispatch System is employed to process medical calls and provide callers with pre-arrival instructions.

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8.1 The Police and Fire Department Records Sections are the central repository for all police and fire department records and are available public records as defined by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*

8.2 The Director of the Fulton County Department of Emergency Services 911 shall prepare and deliver monthly reports to the City Administrator. The reports shall describe the volume of 911 calls for service, identification of police, fire, or EMS, and answer speed for calls originating within the City of Fairburn.

8.3 Except as limited by provision of state or federal law, the City may request, review, and access data and County records, at a mutually agreed upon time and place, to ensure compliance with this Agreement.

ARTICLE 9

ANCILLARY SERVICES

9.1 The County must provide a variety of ancillary services incumbent on a large metropolitan public safety answering point. These services will be provided to the City pursuant to this Agreement, the consideration for which has been calculated as part of the payment provided in Article 4.

9.2 In addition to E911 reception and radio dispatch, ancillary services provided by the Department of Emergency Services 911 include technical operations, administration, quality assurance, training, and preparing and planning for, responding to, and recovering from emergencies or disasters.

9.3 During the term of this Agreement, the County will continue to provide administrative services, cost allocation, facilities maintenance, fiscal management, general operating supplies, human resources, information systems, maintenance, public information, purchasing, utilities and other critical services attendant to the operation of a public safety answering point.

9.4 During the term of this Agreement, the County will continue to administer the 911 Advisory Committee as required by O.C.G.A. § 46-5-136. The City of Fairburn will be required to participate in committee meetings, as well as utilize the committee for the City's compliance with the requirements as provided for within state law.

ARTICLE 10

CITY- COUNTY RELATIONS

10.1 The Director of the Fulton County Department of Emergency Services 911, or his/her designee, will notify the County Manager and City Administrator in the event of a significant emergency communications or emergency management situation within the City. The Director of Fulton County Department of Emergency Services 911 and the City Administrator shall designate the kinds of incidents that are to be considered "significant" by a memorandum. In the event no memorandum is executed, the City Administrator shall be notified consistent with the notification by the Fulton County Department of Emergency Services 911 to the County Manager.

10.2 At the request of the City Administrator, the Director of the Fulton County Department of Emergency Services 911 or that official's designee shall be available to attend City Council meetings on an "as needed" basis.

10.3 The County shall be the sole provider of public safety answering point services during the term of this Agreement.

ARTICLE 11

TRANSITION

11.1 In the event of the termination or expiration of this Agreement, the County and the City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from County to a municipal public safety answering point and to maintain the same high quality of 911 and emergency medical response provided by this Agreement for the residents, businesses, and visitors of the City.

11.2 The Director of the Fulton County Department of Emergency Services 911 or his/her designee shall present a summary report to the City Council within sixty (60) days of the conclusion of this Agreement to facilitate the transition to the City's PSAP.

11.3 The County and the City agree that ninety (90) days prior to the expiration of this Agreement, the City Administrator and County Manager will meet and confer to effect a smooth transition.

ARTICLE 12

INDEMNIFICATION

12.1 It is the intent of the parties to be covered under the auspices of the immunity granted by O.C.G.A. § 46-5-131. Only to the extent permitted by law and in the event O.C.G.A. § 46-5-131 is deemed inapplicable, shall the City defend, indemnify, and hold harmless the County and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or it officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by the City, its employees, officers, and agents. The County shall promptly notify the City of each claim, assert all statutory defenses, cooperate with the City in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the City's participation.

12.2 The immunity and indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the term of this Agreement.

ARTICLE 13

EVENT OF DEFAULT

13.1 An event of default shall mean a material breach of this Agreement by the County as follows:

13.1.1 The County repeatedly disregards local priorities established by the City Administrator which the County is required to observe by the Agreement, and which have been communicated in writing by action of the City Council to the County on more than one occasion.

13.1.2 The County does not maintain sufficient personnel in the Department of Emergency Services 911 to handle the volume of 911 calls as required by Article 5.

13.1.3 The County consistently fails to meet the levels of service outlined in Article 5, which failure has been communicated in writing by action of the City Council to the County on more than one occasion.

13.2 An event of default shall mean a material breach of this Agreement by the City as follows:

13.2.1 Failure of the City to establish specific objectives, written and attainable local priorities for local emergency communication services activities and transmit the same to the Director of the Fulton County Department of Emergency Services 911.

13.2.2 Failure of the City to remit timely payment of any subsidy amount payable pursuant to Article 4 of this Agreement.

ARTICLE 14

TERMINATION AND REMEDIES

14.1 The City or the County may terminate this Agreement only for an event of default, or as outlined in Article 3, Term of Agreement, unless the default is cured as provided in this Article.

14.2 If an event of default occurs, in the determination of the City, the City shall notify the County in writing; specify the basis for the default and advise the County that the default must be cured to the City's reasonable satisfaction within a sixty (60) day period. The City may grant additional time to cure the default, as the City may deem appropriate, without waiver of any of the City's rights, so long as the County has commenced curing the default and is effectuating a cure with diligence and

continuity during the sixty (60) day period, or any longer period which the City prescribes.

14.3 If an event of default occurs, in the determination of the County, the County may notify the City in writing, specify the basis for the default and advise the City that the default must be cured to the County's reasonable satisfaction within a sixty (60) day period; except that for events of default related to the payment of fees, the cure period is reduced to thirty (30) days. The County may grant additional time to cure the default, as the County may deem appropriate, without waiver of any of the County's rights, so long as the City has commenced curing the default and is effectuating a cure with diligence and continuity during the sixty (60) day period (30 days for payments) or any longer period which the County prescribes.

14.4 In the event that either party breaches a material term or condition of this Agreement, other than an event of default, the party in breach, upon receipt of a written request from the non-breaching party, shall remedy the breach within thirty (30) days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching party may utilize the remedies of declaratory judgment, specific performance, mandamus or injunctive relief to compel the breaching party to remedy the breach.

14.5 The parties reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

ARTICLE 15

AMENDMENTS

This Agreement may be modified at any time during the term by mutual written consent of both parties.

ARTICLE 16

NOTICES

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County:

Richard "Dick" Anderson, County Manager
141 Pryor Street, S.W.,
Suite 1000
Atlanta, Georgia 30303
404-612-8335
404-612-0350 (facsimile)

ARTICLE 18

ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and agreement of the parties regarding the subject matter of the Agreement.

ARTICLE 19

SEVERABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effects as if the invalid provision or portion of the provision were not part of this Agreement.

ARTICLE 20

BINDING EFFECT

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors and assigns.

ARTICLE 21

COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

WHEREFORE, the parties have read and understood the terms of this agreement, they do hereby agree to such terms by execution of their signatures on the next page.

[SIGNATURES APPEAR ON FOLLOWING PAGE]
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers as of the date first above written.

FULTON COUNTY, GEORGIA

Robb L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier, Clerk (SEAL)
Clerk to the Commission

APPROVED AS TO FORM:

Soo Jo
County Attorney

APPROVES AS TO SUBSTANCE:

Chris Sweigart, Director
Department of Emergency Services 911

FAIRBURN, GEORGIA

Mario B. Avery, Mayor
City of Fairburn

ATTEST:

Brenda B. James, City Clerk
City of Fairburn

(Seal)

APPROVED AS TO SUBSTANCE

Tony M. Phillips, City Administrator
City of Fairburn

James McCarthy, Chief of Police
City of Fairburn

Cornelius Robinson, Fire Chief
City of Fairburn

APPROVED AS TO FORM:

Rory K. Starkey, City Attorney
City of Fairburn

ITEM # 22-6914 RM 12/7/22
REGULAR MEETING

INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF
911 EMERGENCY COMMUNICATION SERVICES
BETWEEN
FULTON COUNTY, GEORGIA and
THE CITY OF PALMETTO, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), by and between Fulton County, Georgia (hereinafter "County"), a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and the City of Palmetto, Georgia (hereinafter "City"), a municipality if the State of Georgia, entered into this 4 day of November, 2020.

WITNESSETH:

WHEREAS, the Fulton County Board of Commissioners has previously entered into the Agreement with the City to provide use of the Fulton County Radio Communications System for a period of three (3) years; and

WHEREAS, the Georgia Constitution, ARTICLE IX, § 2, ¶ 3, except as otherwise provided by law, prohibits cities and counties from exercising governmental authority within each other's boundaries except by Intergovernmental Agreement; and

WHEREAS, the County and the City desire to enter into a new Intergovernmental Agreement (the "911 IGA") for the County to provide a public safety answering point within the boundaries of the City for a term of twelve (12) months, from January 1, 2021 through and including December 31, 2021 with three (3) automatic renewals commencing on January 1 of each successive year; and

WHEREAS, the 911 IGA establishes the cost of Enhanced 911 Emergency call reception and public safety radio dispatch services to be provided by the County to the City pursuant to this Agreement; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereunto agree as follows:

ARTICLE 1

PURPOSE AND INTENT

1.1 The purpose of this Agreement is to provide the vital and necessary communications link between the City of Palmetto citizens and the Fulton County Department of Emergency Communications-911 through use of the County's consolidated 911 call reception and radio dispatching of requests of public safety services for a term of twelve (12) months from January 1, 2021at 0000 hours and concluding at 2400 hours on December 31, 2021 with three (3) automatic renewals commencing on January 1 of each successive year. This Agreement shall terminate at 2400 hours on December 31, 2024.

1.2 Fulton County therefore agrees to provide the City of Palmetto with courteous, efficient, and accessible E911 and public safety radio dispatch services to requests for assistance from citizens involving emergencies, non-emergencies, and response to natural and man-made disasters, for the term prescribed in this Agreement, consistent with the overall quality of services provided throughout the County.

ARTICLE 2

DEFINITIONS

For the purposes of this Agreement, the following terms shall be defined as:

2.1 ***Call for Service*** means a request received from the public through the County's public safety answering point, Enhanced 911 system, requiring emergency or non-emergency Police Department, Fire Department, or Ambulance pre-hospital care response or assistance in response to natural and man-made incidents.

2.2 ***Communications Officer*** means any employee of the Fulton County Emergency Communications-911 Department, who has successfully completed the basic training course required by O.C.G.A. § 35- 8- 23, to receive, process, or transmit public safety information and dispatch law enforcement officers, firefighters, medical personnel, or emergency management personnel.

2.3 ***Contract Administrators*** means the Director of the Fulton County Emergency Communications-911 Department, or the designee of such Director for the COUNTY, and the Mayor/City Administrator, or the designee of such Administrator of the CITY. The primary responsibilities of the Contract Administrators are to coordinate and communicate with each other and to manage and supervise execution and completion of the terms and conditions of this Agreement as set forth herein. In the Administration of the Agreement, as contrasted with matters of policy, all parties may rely on the instructions and determinations made by the

Contract Administrators; provided, however, that such instructions and determinations do not increase the obligations of the COUNTY or the CITY hereunder.

2.4 ***Emergency Communications Services*** means the receipt of incoming calls for service through the enhanced 911 telephone system for emergency and non-emergency requests for medical, police, fire, and other public safety services, and initiation of the appropriate response action. The service also includes the coordination of requests for support and auxiliary services from field units and refers crimes and incidents not requiring an on-scene investigation by a field unit to the appropriate police between citizens and Fulton County Emergency Communications 911 Department through consolidated, Enhanced 911 call reception and radio dispatching of requests for public safety services. The Countywide 800MHz trunked radio system (hereinafter "County 800 MHz Radio System") is the primary method of dispatching calls for service to Fulton County field units and the Fulton County private ambulance services.

2.5 ***Emergency Communications 911 Department ("Department")*** means that unit of Fulton County Government responsible for emergency communications services, including answering all telephone 911 calls for emergency service and dispatching police and fire to the proper locations and notifying the ambulance service of the request for Emergency Medical Services. The Department also maintains the County 800 MHz Radio System to ensure the vital communications link between the citizens and the delivery of service by the appropriate agency is not interrupted.

2.6 ***Emergency Medical Priority Dispatch System*** means that system employed by Fulton County to process medical calls and provide callers with pre-arrival instructions.

2.7 ***Enhanced 911 Emergency Telephone Number System*** means that system which provides County Emergency Communications personnel the telephone number, name, and address of the telephone subscriber, and other pertinent information on any 911 calls placed within Fulton County.

2.8 ***Fire Department*** means the City of Palmetto Fire/EMS Department.

2.9 ***Police Department*** means the City of Palmetto Police Department.

2.10 ***Public Safety Answering Point ("PSAP")*** means an emergency communications dispatch operation, responsible for answering all telephone 911 calls, employing technologies such as trunked radio, Enhanced 911, Computer Aided Dispatch ("CAD") and Mobile Data.

2.11 ***Staffing Levels*** means the availability of communications officers to handle calls for service from the City of Palmetto. Specific positions or individuals cannot be identified inasmuch as the number of dispatchers is based on call volume and incoming calls for service are processed by the first available call taker regardless of where the call originates, which is intended to reflect that same level being provided to the area by operation of the 2021 County budget.

ARTICLE 3

TERM OF AGREEMENT

The initial term of this Agreement is for twelve (12) months, from January 1, 2021 at 0000 hours and concluding December 31, 2021 with three (3) automatic renewals commencing on January 1 of each successive year. This Agreement shall terminate at 2400 hours on December 31, 2024. At the conclusion of the last term (2400 hours on December 31, 2024), the City will be solely responsible for providing all public safety answering point services within City boundaries, unless extended by mutual agreement approved by both governing bodies. The parties will meet on or before December 1, 2024 to review service under this Agreement and consider proposed modifications of the term. Any such proposal change is subject to consideration and approval of the Fulton County Board of Commissioners and the City of Palmetto City Council.

The parties agree that the City may, at any time, upon sixty (60) days notice to the County, terminate this Agreement upon its determination that it wishes to provide its own emergency communications services or provide emergency communications services by other means.

ARTICLE 4

COMPENSATION AND CONSIDERATION

4.1 For the emergency communications services to be rendered pursuant to this Agreement, based upon the call volume described herein below in sub-paragraph 5.4, the County remains entitled to impose and retain a monthly 911 charge upon each wired and wireless telephone subscriber served by the County's 911 service, as provided by O.C.G.A. § 46- 5- 134. Additionally, the County is entitled to impose and retain an annual subsidy from the City in the amount of **$57,000**. Nothing in this Agreement shall preclude the County's right to continue to collect such fees for 911 access and services performed during the term hereof as it relates to calls originating from within the City of Palmetto.

ARTICLE 5

EMERGENCY COMMUNICATIONS SERVICES

5.1 The County operates a consolidated public safety answering point in its Emergency Communications Center on a 24-hour basis, 365 days per year, staffed in two (2) 12-hour shifts each day from which the services contemplated under this Agreement will be rendered. The Communications Officers receive citizens' requests for service, process those requests, dispatch emergency units as appropriate, and monitor Police, Fire, and EMS activities. The Emergency Medical Priority Dispatch System is employed to process medical calls and provide callers with pre-arrival instructions.

5.2 Based upon the volume of calls originating from within the City of Palmetto, provisions of emergency communications services provided by communications officers shall be as furnished in the positions of call takers, dispatchers, and supervisors during day, evening, and morning shifts and may be modified by the Director of Fulton County Emergency Communications-911 Department from time to time as needs arise. These staffing positions represent the global level necessary for a complete 24-hour period in Fulton County.

5.3 The Director of Fulton County Emergency Communications 911 Department may utilize overtime to fill temporary vacancies caused by, but not limited to: sick or annual leave issues, temporary disability, relief of duty, and Family Medical Leave Act absences. The financial costs associated with overtime utilized to fill such vacancies will be the sole responsible of the County.

5.4 The nature of the wide-ranging (both emergency and non-emergency), continuous and multitudinous nature of the calls received by a large metropolitan Public Safety Answering Point (PSAP) like the Fulton County Emergency Communications 911 Department, makes it difficult to assign an "average call answer time." However, it is the objective of the Department to respond, on average, to 911 calls emanating from the City of Palmetto with an average ten (10) second call answer time for emergency calls for service 90% of the time. Exceptions would be unpredictable system overload, declared disaster, or disruption in voice or data transmission.

ARTICLE 6

EQUIPMENT

The County shall furnish and maintain in good working condition for the benefit of the City, all necessary 800 MHz trunked radio emergency communication facilities and equipment necessary and proper for the purpose of performing the services, duties, and responsibilities described in this Agreement.

ARTICLE 7

EMPLOYMENT STATUS

7.1 All emergency communications officers, as well as any other Fulton County personnel assigned under this Agreement, are and will continue to be employees of the County for all purposes, including but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions. All emergency communications employees will continue to report under the management structure established in the County Emergency Communications 911 Department.

7.2 In the event the Mayor/City Administrator becomes dissatisfied with the performance of any sworn or civilian personnel performing emergency communications services on behalf of the City, the Mayor/City Administrator shall discuss the concerns with the Director of the Fulton County Emergency Communications 911 Department.

7.3 Fulton County Emergency Communications 911 Department employees will not be specifically assigned as call takers for the City of Palmetto, because the County operates a consolidated center, the E911 telephone equipment routes calls from anywhere in the County to the first available call taker. Any other method of staff deployment would reduce the service level and adversely impact all citizens of Fulton County, including the City of Palmetto. Accordingly, the number of employees needed by call volume from Fairburn has been estimated, but not assigned to specific employees.

ARTICLE 8

RECORDKEEPING AND REPORTING

8.1 The Police and Fire Department Records Sections are the central repository for all police and fire department records and are available public records as defined by the Georgia Open Records Act, O.C.G.A. § 50- 18- 70, *et seq.*

8.2 The Director of the Fulton County Emergency Communications 911 Department shall prepare and deliver monthly reports to the Mayor/City Administrator. The reports shall describe the volume of 911 calls for service, identification of police, fire, or EMS, and answer speed for calls originating within the City of Palmetto.

8.3 Except as limited by provision of state or federal law, the City may request, review, and access data and County records, at a mutually agreed upon time and place, to ensure compliance with this Agreement.

ARTICLE 9

ANCILLARY SERVICES

9.1 The County must provide a variety of ancillary services incumbent on a large metropolitan public safety answering point. These services will be provided to the City pursuant to this Agreement, the consideration for which has been calculated as part of the payment provided in Article 4.

9.2 In addition to E911 reception and radio dispatch, ancillary services provided by the Emergency Communications 911 Department include technical operations, administration, quality assurance, training, and preparing and planning for, responding to, and recovering from emergencies or disasters.

9.3 During the operation of this Agreement, the County will continue to provide administrative services, cost allocation, facilities maintenance, fiscal management, general operating supplies, human resources, information systems, maintenance, public information, purchasing, utilities and other critical services attendant to the operation of a public safety answering point.

9.4 During the term of this Agreement, the County will continue to administer the 911 Advisory Committee as required by O.C.G.A. § 46-5-136. The City of Palmetto will be required to participate in committee meetings, as well as utilize the committee for the City's compliance with the requirements as provided for within state law.

ARTICLE 10

CITY- COUNTY RELATIONS

10.1 The Director of the Fulton County Emergency Communications 911 Department, or his/her designee, will notify the County Manager and Mayor/City Administrator in the event of a significant emergency communications or emergency management situation within the City. The Director of Fulton County Emergency Communications 911 Department and the Mayor/City Administrator shall designate the kinds of incidents that are to be considered "significant" by a memorandum. In the event no memorandum is executed, the Mayor/City Administrator shall be notified consistent with the notification by the Fulton County Emergency Communications 911 Department to the County Manager.

10.2 At the request of the Mayor/City Administrator, the Director of the Fulton County Emergency Communications 911 Department or that official's designee shall be available to attend City Council meetings on an "as needed" basis.

10.3 The County shall be the sole provider of public safety answering point services during the operation of this Agreement.

ARTICLE 11

TRANSITION

11.1 In the event of the termination or expiration of this Agreement, the County and the City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from County to a municipal public safety answering point and to maintain the same high quality of 911 and emergency medical response provided by this Agreement for the residents, businesses, and visitors of the City.

11.2 The Director of the Fulton County Emergency Communications 911 Department or his/her designee shall present a summary report to the City Council within sixty (60) days of the conclusion of this Agreement to facilitate the transition to the City's PSAP.

11.3 The County and the City agree that ninety (90) days prior to the expiration of this Agreement, the Mayor/City Administrator and County Manager will meet and confer to effect a smooth transition.

ARTICLE 12

INDEMNIFICATION

12.1 It is the intent of the parties to be covered under the auspices of the immunity granted by O.C.G.A. § 46- 5- 131. Only to the extent permitted by law and in the event O.C.G.A. § 46- 5- 131 is deemed inapplicable, shall the City defend, indemnify, and hold harmless the County and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or it officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by the City, its employees, officers, and agents. The County shall promptly notify the City of each claim, assert all statutory defenses, cooperate with the City in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the City's participation.

12.2 The immunity and indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

ARTICLE 13

EVENT OF DEFAULT

13.1 An event of default shall mean a material breach of this Agreement by the County as follows:

13.1.1 The County repeatedly disregards local priorities established by the Mayor/City Administrator which the County is required to observe by the Agreement and which have been communicated in writing by action of the City Council to the County on more than one occasion.

13.1.2 The County does not maintain sufficient personnel in the Emergency Communications 911 Department to handle the volume of 911 calls as required by Article 5.

13.1.3 The County consistently fails to meet the levels of service outlined in Article 5, which failure has been communicated in writing by action of the City Council to the County on more than one occasion.

13.2 An event of default shall mean a material breach of this Agreement by the City as follows:

13.2.1 Failure of the City to establish specific objectives, written and attainable local priorities for local emergency communication services activities and transmit the same to the Director of the Fulton County Department of Emergency Communications 911.

ARTICLE 14

TERMINATION AND REMEDIES

14.1 The City or the County may terminate this Agreement only for an event of default, or as outlined in Article 3, Term of Agreement, unless the default is cured as provided in this Article.

14.2 If an event or default occurs, in the determination of the City, the City shall notify the County in writing; specify the basis for the default and advise the County that the default must be cured to the City's reasonable satisfaction within a sixty (60) day period. The City may grant additional time to cure the default, as the City may deem appropriate, without waiver of any of the City's rights, so long as the County has commenced curing the default and is effectuating a cure with diligence and continuity during the sixty (60) day period, or any longer period which the City prescribes.

14.3 If an event of default occurs, in the determination of the County, the County may notify the City in writing, specify the basis for the default and advise the City that the default must be cured to the County's reasonable satisfaction within a sixty (60) day period; except that for events of default related to the payment of fees, the cure period is reduced to thirty (30) days. The County may grant additional time to cure the default, as the County may deem appropriate, without waiver of any of the County's rights, so long as the City has commenced curing the default

and is effectuating a cure with diligence and continuity during the sixty (60) day period (30 days for payments) or any longer period which the County prescribes.

14.4 In the event that either party breaches a material term of condition of this Agreement, other than an event of default, the party in breach, upon receipt of a written request from the non-breaching party, shall remedy the breach within thirty (30) days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching party may utilize the remedies of declaratory judgment, specific performance, mandamus or injunctive relief to compel the breaching party to remedy the breach.

14.5 The parties reserve all available remedies afforded by law to enforce any term of condition of this Agreement.

ARTICLE 15

AMENDMENTS

This Agreement may be modified at any time during the term by mutual written consent of both parties.

ARTICLE 16

NOTICES

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County:

Richard "Dick" Anderson, County Manager
141 Pryor Street, SW Suite 10000
Atlanta, Georgia 30303
(404) 612-4500
(404) 730-6705 (facsimile)

With a copy to:

Patrise Perkins-Hooker, County Attorney
141 Pryor Street, S.W.
Suite 4038
Atlanta, Georgia 30303
404-612-0246
404-730-6324 (facsimile)

If to the City:

J. Clark Boddie, Mayor
City of Palmetto
509 Toombs Street
Palmetto, GA 30268
(770) 463-3377
(770) 463-2890 (facsimile)

ARTICLE 17

NON- ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 18

ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and agreement of the parties regarding the subject matter of the Agreement.

ARTICLE 19

SEVERABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effects as if the invalid provision or portion of the provision were not part of this Agreement.

ARTICLE 20

BINDING EFFECT

This Agreement shall insure to the benefit of, and be binding upon, the respective parties' successors

ARTICLE 21

COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

BOARD OF COMMISSIONERS

TONYA R. GRIER
CLERK TO THE COMMISSION

APPROVED AS TO FORM:

Patrise Perkins-Hooker
County Attorney

APPROVED AS TO SUBSTANCE:

Chris Sweigart, Interim Director
Fulton County Emergency Services

PALMETTO, GEORGIA

J. Clark Boddie, Mayor
City of Palmetto

City Clerk (Seal)

APPROVED AS TO FORM:

City Attorney

ITEM # 20-0777 RM 11/4/20
REGULAR MEETING



Docusign Envelope ID: A66CEC14-1F43-4625-A859-3DF3D5EF60FA

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF 911 EMERGENCY COMMUNICATION SERVICES BETWEEN FULTON COUNTY, GEORGIA and THE CITY OF SOUTH FULTON, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), by and between Fulton County, Georgia (hereinafter "County"), a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and the City of South Fulton, Georgia (hereinafter "City"), a municipality of the State of Georgia, entered into this 1st day of October, 2025.

WITNESSETH:

WHEREAS, the Fulton County Board of Commissioners has previously entered into the Agreement with the City to provide use of the Fulton County Digital Radio Communications System for a period of three (3) years; and

WHEREAS, the Georgia Constitution, ARTICLE IX, § 2, ¶ 3, except as otherwise provided by law, prohibits cities and counties from exercising governmental authority within each other's boundaries except by Intergovernmental Agreement; and

WHEREAS, the County and the City desire to enter into a new Intergovernmental Agreement (the "911 IGA") for the County to provide a public safety answering point within the boundaries of the City for a term of twelve (12) months, from October 1, 2025, through and including September 30, 2026, with three (3) automatic renewals commencing on October 1 of each successive year; and

WHEREAS, the 911 IGA establishes the cost of Enhanced 911 Emergency call reception and public safety radio dispatch services to be provided by the County to the City pursuant to this Agreement; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereunto agree as follows:

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ARTICLE 1

PURPOSE AND INTENT

1.1 The purpose of this Agreement is to provide the vital and necessary communications link between the City of South Fulton citizens and the Fulton County Department of Emergency Services 911 through use of the County's consolidated 911 call reception and radio dispatching of requests of public safety services for a term of twelve (12) months from October 1, 2025 at 0000 hours and concluding at 2400 hours on September 30, 2026 with three (3) automatic renewals commencing on October 1 of each successive year. This Agreement shall terminate at 2400 hours on September 30, 2029.

1.2 Fulton County therefore agrees to provide the City of South Fulton with courteous, efficient, and accessible E911 and public safety radio dispatch services to requests for assistance from citizens involving emergencies, non-emergencies, and response to natural and man-made disasters, for the term prescribed in this Agreement, consistent with the overall quality of services provided throughout the County.

ARTICLE 2

DEFINITIONS

For the purposes of this Agreement, the following terms shall be defined as:

2.1 ***Call for Service*** means a request received from the public through the County's public safety answering point, Enhanced 911 system, requiring emergency or non-emergency Police Department, Fire Department, or Ambulance pre-hospital care response or assistance in response to natural and man-made incidents.

2.2 ***Communications Officer*** means any employee of the Fulton County Department of Emergency Services 911, who has successfully completed the basic training course required by O.C.G.A. § 35- 8- 23, to receive, process, or transmit public safety information and dispatch law enforcement officers, firefighters, medical personnel, or emergency management personnel.

2.3 ***Contract Administrators*** means the Director of the Fulton County Department of Emergency Services 911, or the designee of such Director for the COUNTY, and the City Administrator, or the designee of such Administrator of the CITY. The primary responsibilities of the Contract Administrators are to coordinate and communicate with each other and to manage and supervise execution and completion of the terms and conditions of this Agreement as set forth herein. In the Administration of the Agreement, as contrasted with matters of policy, all parties may rely on the instructions and determinations made by the

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Contract Administrators; provided, however, that such instructions and determinations do not increase the obligations of the COUNTY or the CITY hereunder.

2.4 ***Emergency Communications Services*** means the receipt of incoming calls for service through the enhanced 911 telephone system for emergency and non-emergency requests for medical, police, fire, and other public safety services, and initiation of the appropriate response action. The service also includes the coordination of requests for support and auxiliary services from field units and refers crimes and incidents not requiring an on-scene investigation by a field unit to the appropriate police between citizens and Fulton County Department of Emergency Services 911 through consolidated, Enhanced 911 call reception and radio dispatching of requests for public safety services. The Countywide APCO P25 Phase 2 Digital 800 MHz radio system (hereinafter "County 800 MHz Radio System") is the primary method of dispatching calls for service to field units and private ambulance services.

2.5 ***Emergency Services 911 ("Department")*** means that unit of Fulton County Government responsible for emergency communications services, including answering all telephone 911 calls for emergency service and dispatching police and fire and medical services to the proper locations. The Department also maintains the County APCO P25 Phase 2 Digital 800 MHz radio system to ensure the vital communications link between the citizens and the delivery of service by the appropriate agency is not interrupted.

2.6 ***Emergency Medical Priority Dispatch System*** means that system employed by Fulton County to process medical calls and provide callers with pre-arrival instructions.

2.7 ***Enhanced 911 Emergency Telephone Number System*** means that system which provides County Emergency Communications personnel the telephone number, name, and address of the telephone subscriber, and other pertinent information on any 911 calls placed within Fulton County.

2.8 ***Fire Department*** means the City of South Fulton Fire/EMS Department.

2.9 ***Police Department*** means the City of South Fulton Police Department.

2.10 ***Public Safety Answering Point ("PSAP")*** means an emergency communications dispatch operation, responsible for answering all telephone 911 calls, employing technologies such as trunked radio, Enhanced 911, Computer Aided Dispatch ("CAD") and Mobile Data.

2.11 ***Staffing Levels*** means the availability of communications officers to handle calls for service from the City of South Fulton. Specific positions or individuals cannot be identified in as much as the number of dispatchers is based on call volume and

Docusign Envelope ID: A66CEC14-1F43-4625-A859-3DF3D5EF60FA

incoming calls for service are processed by the first available call taker regardless of where the call originates, which is intended to reflect that same level being provided to the area by operation of the County budget.

ARTICLE 3

TERM OF AGREEMENT

The initial term of this Agreement is for twelve (12) months, from October 1, 2025, at 0000 hours and concluding September 30, 2026, with three (3) automatic renewals commencing on October 1 of each successive year. This Agreement shall terminate at 2400 hours on September 30, 2029. At the conclusion of the last term (2400 hours on September 30, 2029), the City will be solely responsible for providing all public safety answering point services within City boundaries, unless extended by mutual agreement approved by both governing bodies. The parties will meet on or before September 1, 2029, to review service under this Agreement and consider proposed modifications of the term. Any such proposal change is subject to consideration and approval of the Fulton County Board of Commissioners and the City of South Fulton Council.

The parties agree that the City may, at any time, upon sixty (60) days' notice to the County, terminate this Agreement upon its determination that it wishes to provide its own emergency communications services or provide emergency communications services by other means.

ARTICLE 4

COMPENSATION AND CONSIDERATION

4.1 For the emergency communications services to be rendered pursuant to this Agreement, based upon the call volume described herein below in sub-paragraph 5.4, the County is entitled to impose and retain monthly 911 charge upon each wired and wireless telephone subscribers served by the County's 911 service, as provided by O.C.G.A. § 46- 5- 134. Additionally, the County is entitled to impose and retain an annual subsidy from the City in the amount of **$1,650,000**. Nothing in this Agreement shall preclude the County's right to continue to collect such fees for 911 access and services performed during the term hereof as it relates to calls originating from within the City of South Fulton.

4.2 The County agrees to provide an invoice representing the full amount of the subsidy owed by the City for the term of this Agreement and subsequent invoices for any renewals of the Agreement within thirty (30) days of the execution of the Agreement or each renewal of the Agreement as applicable. The City agrees to promptly remit full payment of the invoiced amount within thirty (30) days of receipt of the invoice from the County. A late payment penalty will accrue at the rate of one percent (1%) per month or part thereof for any payment that is delinquent.

Docusign Envelope ID: A66CEC14-1F43-4625-A859-3DF3D5EF60FA

ARTICLE 5

EMERGENCY COMMUNICATIONS SERVICES

5.1 The County operates a consolidated public safety answering point in its Emergency Communications Center on a 24-hour basis, 365 days per year, staffed in two (2) 12-hour shifts each day from which the services contemplated under this Agreement will be rendered. The Communications Officers receive citizens' requests for service, process those requests, dispatch emergency units as appropriate, and monitor Police, Fire, and EMS activities. The Emergency Medical Priority Dispatch System is employed to process medical calls and provide callers with pre-arrival instructions.

5.2 Based upon the volume of calls originating from within the City of South Fulton, provisions of emergency communications services provided by communications officers shall be as furnished in the positions of call takers, dispatchers, and supervisors during day and morning shifts and may be modified by the Director of Fulton County Department of Emergency Services 911 from time to time as needs arise. These staffing positions represent the global level necessary for a complete 24-hour period in Fulton County.

5.3 The Director of Fulton County Department of Emergency Services 911 may utilize overtime to fill temporary vacancies caused by, but not limited to: sick or annual leave issues, temporary disability, relief of duty, and Family Medical Leave Act absences. The financial costs associated with overtime utilized to fill such vacancies will be the sole responsibility of the County.

5.4 The nature of the wide-ranging (both emergency and non-emergency), continuous and multitudinous nature of the calls received by a large metropolitan Public Safety Answering Point (PSAP) like the Fulton County Department of Emergency Services 911, makes it difficult to assign an "average call answer time." However, it is the objective of the Department to respond, on average, to 911 calls emanating from the City of South Fulton with an average fifteen (15) second call answer time for emergency calls for service 90% of the time. Exceptions would be unpredictable system overload, declared disaster, or disruption in voice or data transmission.

ARTICLE 6

EQUIPMENT

The County shall furnish and maintain in good working condition for the benefit of the City, all necessary 800 MHz digital radio emergency communication facilities and equipment necessary and proper for the purpose of performing the services, duties, and responsibilities described in this Agreement.

Docusign Envelope ID: A66CEC14-1F43-4625-A859-3DF3D5EF60FA

ARTICLE 7

EMPLOYMENT STATUS

7.1 All emergency communications officers, as well as any other Fulton County personnel assigned under this Agreement, are and will continue to be employees of the County for all purposes, including but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions. All emergency communications employees will continue to report under the management structure established in the County Department of Emergency Services 911.

7.2 In the event the City Administrator becomes dissatisfied with the performance of any sworn or civilian personnel performing emergency communications services on behalf of the City, the City Administrator shall discuss the concerns with the Director of the Fulton County Department of Emergency Services 911.

7.3 Fulton County Department of Emergency Services 911 employees will not be specifically assigned as call takers for the City of South Fulton, because the County operates a consolidated center, the E911 telephone equipment routes calls from anywhere in the County to the first available call taker. Any other method of staff deployment would reduce the service level and adversely impact all citizens of Fulton County, including the City of South Fulton. Accordingly, the number of employees needed by call volume from South Fulton has been estimated, but not assigned to specific employees.

ARTICLE 8

RECORDKEEPING AND REPORTING

8.1 The Police and Fire Department Records Sections are the central repository for all police and fire department records and are available public records as defined by the Georgia Open Records Act, O.C.G.A. § 50- 18- 70, *et seq.*

8.2 The Director of the Fulton County Department of Emergency Services 911 shall prepare and deliver monthly reports to the City Administrator. The reports shall describe the volume of 911 calls for service, identification of police, fire, or EMS, and answer speed for calls originating within the City of South Fulton.

8.3 Except as limited by provision of state or federal law, the City may request, review, and access data and County records, at a mutually agreed upon time and place, to ensure compliance with this Agreement.

Docusign Envelope ID: A66CEC14-1F43-4625-A859-3DF3D5EF60FA

ARTICLE 9

ANCILLARY SERVICES

9.1 The County must provide a variety of ancillary services incumbent on a large metropolitan public safety answering point. These services will be provided to the City pursuant to this Agreement, the consideration for which has been calculated as part of the payment provided in Article 4.

9.2 In addition to E911 reception and radio dispatch, ancillary services provided by the Department of Emergency Services 911 include technical operations, administration, quality assurance, training, and preparing and planning for, responding to, and recovering from emergencies or disasters.

9.3 During the operation of this Agreement, the County will continue to provide administrative services, cost allocation, facilities maintenance, fiscal management, general operating supplies, human resources, information systems, maintenance, public information, purchasing, utilities and other critical services attendant to the operation of a public safety answering point.

9.4 During the term of this Agreement, the County will continue to administer the 911 Advisory Committee as required by O.C.G.A. § 46-5-136. The City of South Fulton will be required to participate in committee meetings, as well as utilize the committee for the City's compliance with the requirements as provided for within state law.

ARTICLE 10

CITY- COUNTY RELATIONS

10.1 The Director of the Fulton County Department of Emergency Services 911, or his/her designee, will notify the County Manager and City Administrator in the event of a significant emergency communications or emergency management situation within the City. The Director of Fulton County Department of Emergency Services 911 and the City Administrator shall designate the kinds of incidents that are to be considered "significant" by a memorandum. In the event no memorandum is executed, the City Administrator shall be notified consistent with the notification by the Fulton County Department of Emergency Services 911 to the County Manager.

10.2 At the request of the City Administrator, the Director of the Fulton County Department of Emergency Services 911 or that official's designee shall be available to attend City Council meetings on an "as needed" basis.

10.3 The County shall be the sole provider of public safety answering point services during the operation of this Agreement.

Docusign Envelope ID: A66CEC14-1F43-4625-A859-3DF3D5EF60FA

ARTICLE 11

TRANSITION

11.1 In the event of the termination or expiration of this Agreement, the County and the City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from County to a municipal public safety answering point and to maintain the same high quality of 911 and emergency medical response provided by this Agreement for the residents, businesses, and visitors of the City.

11.2 The Director of the Fulton County Department of Emergency Services 911 or his/her designee shall present a summary report to the City Council within sixty (60) days of the conclusion of this Agreement to facilitate the transition to the City's PSAP.

11.3 The County and the City agree that ninety (90) days prior to the expiration of this Agreement, the City Administrator and County Manager will meet and confer to effect a smooth transition.

ARTICLE 12

INDEMNIFICATION

12.1 It is the intent of the parties to be covered under the auspices of the immunity granted by O.C.G.A. § 46- 5- 131. Only to the extent permitted by law and in the event O.C.G.A. § 46- 5- 131 is deemed inapplicable, shall the City defend, indemnify, and hold harmless the County and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or it officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by the City, its employees, officers, and agents. The County shall promptly notify the City of each claim, assert all statutory defenses, cooperate with the City in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the City's participation.

12.2 The immunity and indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

Docusign Envelope ID: A66CEC14-1F43-4625-A859-3DF3D5EF60FA

ARTICLE 13

EVENT OF DEFAULT

13.1 An event of default shall mean a material breach of this Agreement by the County as follows:

13.1.1 The County repeatedly disregards local priorities established by the City Administrator which the County is required to observe by the Agreement, and which have been communicated in writing by action of the City Council to the County on more than one occasion.

13.1.2 The County does not maintain sufficient personnel in the Department of Emergency Services 911 to handle the volume of 911 calls as required by Article 5.

13.1.3 The County consistently fails to meet the levels of service outlined in Article 5, which failure has been communicated in writing by action of the City Council to the County on more than one occasion.

13.2 An event of default shall mean a material breach of this Agreement by the City as follows:

13.2.1 Failure of the City to establish specific objectives, written and attainable local priorities for local emergency communication services activities and transmit the same to the Director of the Fulton County Department of Emergency Services 911.

ARTICLE 14

TERMINATION AND REMEDIES

14.1 The City or the County may terminate this Agreement only for an event of default, or as outlined in Article 3, Term of Agreement, unless the default is cured as provided in this Article.

14.2 If an event or default occurs, in the determination of the City, the City shall notify the County in writing; specify the basis for the default and advise the County that the default must be cured to the City's reasonable satisfaction within a sixty (60) day period. The City may grant additional time to cure the default, as the City may deem appropriate, without waiver of any of the City's rights, so long as the County has commenced curing the default and is effectuating a cure with diligence and continuity during the sixty (60) day period, or any longer period which the City prescribes.

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14.3 If an event of default occurs, in the determination of the County, the County may notify the City in writing, specify the basis for the default and advise the City that the default must be cured to the County's reasonable satisfaction within a sixty (60) day period; except that for events of default related to the payment of fees, the cure period is reduced to thirty (30) days. The County may grant additional time to cure the default, as the County may deem appropriate, without waiver of any of the County's rights, so long as the City has commenced curing the default and is effectuating a cure with diligence and continuity during the sixty (60) day period (30 days for payments) or any longer period which the County prescribes.

14.4 In the event that either party breaches a material term of condition of this Agreement, other than an event of default, the party in breach, upon receipt of a written request from the non-breaching party, shall remedy the breach within thirty (30) days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching party may utilize the remedies of declaratory judgment, specific performance, mandamus, or injunctive relief to compel the breaching party to remedy the breach.

14.5 The parties reserve all available remedies afforded by law to enforce any term of condition of this Agreement.

ARTICLE 15

AMENDMENTS

This Agreement may be modified at any time during the term by mutual written consent of both parties.

ARTICLE 16

NOTICES

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

Docusign Envelope ID: A66CEC14-1F43-4625-A859-3DF3D5EF60FA

If to the County:

Richard "Dick" Anderson, County Manager
141 Pryor Street, SW Suite 10000
Atlanta, Georgia 30303
404-612-8335
404-612-0350 (facsimile)

With a copy to:

Y. Soo Jo, County Attorney
141 Pryor Street, SW,
Suite 4038
Atlanta, Georgia 30303
404-612-0251
404-730-6324 (facsimile)

If to the City:

khalid kamau, Mayor
City of South Fulton
5440 Fulton Industrial Blvd
South Fulton, GA 30336
470-809-7710

Sharon D. Subadan, City Manager
City of South Fulton
4715 Frederick Drive SW
South Fulton, GA 30336
470-809-7700

Dr. Cedric Alexander, Interim Managing Director of Public Safety
City of South Fulton
100 Hartsfield Center Pkwy
Suite 200
Atlanta, GA 30354
470-809-7300

Chad Jones, Fire Chief
City of South Fulton
4715 Frederick Drive SW
South Fulton, GA 30336
470-809-7575

Docusign Envelope ID: A66CEC14-1F43-4625-A859-3DF3D5EF60FA

ARTICLE 17

NON- ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 18

ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and agreement of the parties regarding the subject matter of the Agreement.

ARTICLE 19

SEVERABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effects as if the invalid provision or portion of the provision were not part of this Agreement.

ARTICLE 20

BINDING EFFECT

This Agreement shall insure to the benefit of, and be binding upon, the respective parties' successors

ARTICLE 21

COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

WHEREFORE, the parties having read and understood the terms of this agreement, they do hereby agree to such terms by execution of their signatures on the next page.

Docusign Envelope ID: A66CEC14-1F43-4625-A859-3DF3D5EF60FA

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals

FULTON COUNTY, GEORGIA

Robert L. Pitts

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier, Clerk (SEAL)
Clerk to the Commission

APPROVED AS TO FORM:

Y Soo Jo

Y. Soo Jo, County Attorney
County Attorney Office

APPROVED AS TO SUBSTANCE:

Signed by:
A8469A6DBF824F1...

Chris Sweigart, Director
Department of Emergency Services 911

CITY OF SOUTH FULTON, GEORGIA

khalid kamau, Mayor
City of South Fulton

ATTEST:

Corey Adams

Corey Adams (SEAL)
Municipal Clerk

APPROVED AS TO SUBSTANCE:

(Oct 21, 2025 21:39:17 EDT)

Dr. Cedric Alexander, Interim Managing Director of Public Safety
City of South Fulton

Chad Jones

Chad Jones, Fire Chief
City of South Fulton

APPROVED AS TO FORM:

Sharon D. Subadan, City Manager
City of South Fulton

Sara Kelly (Nov 3, 2025 18:25:12 EST)

Sara D.E. Kelly, Interim City Attorney
City of South Fulton

Docusign Envelope ID: A66CEC14-1F43-4625-A859-3DF3D5EF60FA

3. The Information Technology Department, in partnership with the Police and Fire & Rescue Departments requests approval to enter into an Intergovernmental Agreement (IGA) with the Fulton Emergency Service to provide **911 Emergency Communication Services and 800 MHz Radio System Access and Record Management System.** The annual cost for the 911 Emergency Communication Services is $1,650.000, the cost for the 800MHz Radio System is $407,082.00, and the cost for the Records Management System is $175,904.15 for a total amount of $2,232,986.000.

A motion was made to Approve Item XI:A 3 and B. 1. The motion was approved unanimously, 7-0.

Motion (Approve A.3, B1): Councilmember Rowell
Second: Councilmember Gumbs
(Motion Passed)

Yea:	7 Councilmember Rowell, Councilmember Gumbs, Councilmember Willis, Councilmember Sebastian, Councilmember Bell, Councilmember Williams-Brown, Councilmember Pritchett
Nay:	0 None
Abstain:	0 None
Not Voting:	1 Mayor khalid kamau

B. Public Works

1. The Public Works Department seeks Council approval to award **Project No. 25-08-Flat Shoals Road ATMS-SU700** to NGT Group LLC, the lowest responsive/responsible bidder for four million, two hundred twenty-two thousand, two hundred seventy dollars and forty cents ($4,222,270.40). With a 10% contingency of four hundred twenty-two thousand, two hundred twenty-seven dollars and four cents ($422,227.04) for a total not to exceed amount of four million, six hundred forty-four thousand, four hundred ninety-seven dollars and forty-four cents ($4,644,497.44).

A motion was made to Approve Item XI:A 3 and B. 1. The motion was approved unanimously, 7-0.

Motion (Approve A.3, B1): Councilmember Rowell
Second: Councilmember Gumbs
(Motion Passed)

Yea:	7 Councilmember Rowell, Councilmember Gumbs, Councilmember Willis, Councilmember Sebastian, Councilmember Bell, Councilmember Williams-Brown, Councilmember Pritchett
Nay:	0 None
Abstain:	0 None
Not Voting:	1 Mayor khalid kamau

Docusign Envelope ID: F7BA261A-3487-40DF-B2D9-002C26024494

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF 911 EMERGENCY COMMUNICATION SERVICES BETWEEN FULTON COUNTY, GEORGIA and THE CITY OF UNION CITY, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), by and between Fulton County, Georgia (hereinafter "County"), a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and the City of Union City, Georgia (hereinafter "City"), a municipality of the State of Georgia, entered into this day of January 1, 2026.

WITNESSETH:

WHEREAS, the Fulton County Board of Commissioners has previously entered into the Agreement with the City to provide use of the Fulton County Digital Radio Communications System for a period of three (3) years; and

WHEREAS, the Georgia Constitution, ARTICLE IX, § 2, ¶ 3, except as otherwise provided by law, prohibits cities and counties from exercising governmental authority within each other's boundaries except by Intergovernmental Agreement; and

WHEREAS, the County and the City desire to enter into a new Intergovernmental Agreement (the "911 IGA") for the County to provide a public safety answering point within the boundaries of the City for a term of twelve (12) months, from January 1, 2026, through and including December 31, 2026, with three (3) automatic renewals commencing on January 1 of each successive year; and

WHEREAS, the 911 IGA establishes the cost of Enhanced 911 Emergency call reception and public safety radio dispatch services to be provided by the County to the City pursuant to this Agreement; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereunto agree as follows:

Docusign Envelope ID: F7BA261A-3487-40DF-B2D9-002C26024494

ARTICLE 1

PURPOSE AND INTENT

1.1 The purpose of this Agreement is to provide the vital and necessary communications link between the City of Union City citizens and the Fulton County Department of Emergency Services 911 through use of the County's consolidated 911 call reception and radio dispatching of requests of public safety services for a term of twelve (12) months from January 1, 2026 at 0000 hours and concluding at 2400 hours on December 31, 2026 with three (3) automatic renewals commencing on January 1 of each successive year. This Agreement shall terminate at 2400 hours on December 31, 2029.

1.2 Fulton County therefore agrees to provide the City of Union City with courteous, efficient, and accessible E911 and public safety radio dispatch services to requests for assistance from citizens involving emergencies, non-emergencies, and response to natural and man-made disasters, for the term prescribed in this Agreement, consistent with the overall quality of services provided throughout the County.

ARTICLE 2

DEFINITIONS

For the purposes of this Agreement, the following terms shall be defined as:

2.1 ***Call for Service*** means a request received from the public through the County's public safety answering point, Enhanced 911 system, requiring emergency or non-emergency Police Department, Fire Department, or Ambulance pre-hospital care response or assistance in response to natural and man-made incidents.

2.2 ***Communications Officer*** means any employee of the Fulton County Department of Emergency Services 911, who has successfully completed the basic training course required by O.C.G.A. § 35- 8- 23, to receive, process, or transmit public safety information and dispatch law enforcement officers, firefighters, medical personnel, or emergency management personnel.

2.3 ***Contract Administrators*** means the Director of the Fulton County Department of Emergency Services 911, or the designee of such Director for the COUNTY, and the City Administrator, or the designee of such Administrator of the CITY. The primary responsibilities of the Contract Administrators are to coordinate and communicate with each other and to manage and supervise execution and completion of the terms and conditions of this Agreement as set forth herein. In the Administration of the Agreement, as contrasted with matters of policy, all parties may rely on the instructions and determinations made by the Contract

Docusign Envelope ID: F7BA261A-3487-40DF-B2D9-002C26024494

Administrators; provided, however, that such instructions and determinations do not increase the obligations of the COUNTY or the CITY hereunder.

2.4 ***Emergency Communications Services*** means the receipt of incoming calls for service through the enhanced 911 telephone system for emergency and non-emergency requests for medical, police, fire, and other public safety services, and initiation of the appropriate response action. The service also includes the coordination of requests for support and auxiliary services from field units and refers crimes and incidents not requiring an on-scene investigation by a field unit to the appropriate police between citizens and Fulton County Department of Emergency Services 911 through consolidated, Enhanced 911 call reception and radio dispatching of requests for public safety services. The Countywide APCO P25 Phase 2 Digital 800 MHz radio system (hereinafter "County 800 MHz Radio System") is the primary method of dispatching calls for service to field units and private ambulance services.

2.5 ***Emergency Services 911 ("Department")*** means that unit of Fulton County Government responsible for emergency communications services, including answering all telephone 911 calls for emergency service and dispatching police and fire and medical services to the proper locations. The Department also maintains the County APCO P25 Phase 2 Digital 800 MHz radio system to ensure the vital communications link between the citizens and the delivery of service by the appropriate agency is not interrupted.

2.6 ***Emergency Medical Priority Dispatch System*** means that system employed by Fulton County to process medical calls and provide callers with pre-arrival instructions.

2.7 ***Enhanced 911 Emergency Telephone Number System*** means that system which provides County Emergency Communications personnel the telephone number, name, and address of the telephone subscriber, and other pertinent information on any 911 calls placed within Fulton County.

2.8 ***Fire Department*** means the City of Union City Fire/EMS Department.

2.9 ***Police Department*** means the City of Union City Police Department.

2.10 ***Public Safety Answering Point ("PSAP")*** means an emergency communications dispatch operation, responsible for answering all telephone 911 calls, employing technologies such as trunked radio, Enhanced 911, Computer Aided Dispatch ("CAD") and Mobile Data.

2.11 ***Staffing Levels*** means the availability of communications officers to handle calls for service from the City of Union City. Specific positions or individuals cannot be identified in as much as the number of dispatchers is based on call volume and incoming calls for service are processed by the first available call taker regardless

Docusign Envelope ID: F7BA261A-3487-40DF-B2D9-002C26024494

of where the call originates, which is intended to reflect that same level being provided to the area by operation of the County budget.

ARTICLE 3

TERM OF AGREEMENT

The initial term of this Agreement is for twelve (12) months, from January 1, 2026, at 0000 hours and concluding December 31, 2026, with three (3) automatic renewals commencing on January 1 of each successive year. This Agreement shall terminate at 2400 hours on December 31, 2029. At the conclusion of the last term (2400 hours on December 31, 2029), the City will be solely responsible for providing all public safety answering point services within City boundaries, unless extended by mutual agreement approved by both governing bodies. The parties will meet on or before December 1, 2029, to review service under this Agreement and consider proposed modifications of the term. Any such proposal change is subject to consideration and approval of the Fulton County Board of Commissioners and the City of Union City Council.

The parties agree that the City may, at any time, upon sixty (60) days' notice to the County, terminate this Agreement upon its determination that it wishes to provide its own emergency communications services or provide emergency communications services by other means.

ARTICLE 4

COMPENSATION AND CONSIDERATION

4.1 For the emergency communications services to be rendered pursuant to this Agreement, based upon the call volume described herein below in sub-paragraph 5.4, the County is entitled to impose and retain monthly 911 charge upon each wired and wireless telephone subscribers served by the County's 911 service, as provided by O.C.G.A. § 46- 5- 134. Additionally, the County is entitled to impose and retain an annual subsidy from the city in the amount of **$465,000.00**. Nothing in this Agreement shall preclude the County's right to continue to collect such fees for 911 access and services performed during the term hereof as it relates to calls originating from within the City of Union City.

4.2 The County agrees to provide an invoice representing the full amount of the subsidy owed by the City for the term of this Agreement and subsequent invoices for any renewals of the Agreement within thirty (30) days of the execution of the Agreement or each renewal of the Agreement as applicable. The City agrees to promptly remit full payment of the invoiced amount within thirty (30) days of receipt of the invoice from the County. A late payment penalty will accrue at the rate of one percent (1%) per month or part thereof for any payment that is delinquent.

ARTICLE 5

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EMERGENCY COMMUNICATIONS SERVICES

5.1 The County operates a consolidated public safety answering point in its Emergency Communications Center on a 24-hour basis, 365 days per year, staffed in two (2) 12-hour shifts each day from which the services contemplated under this Agreement will be rendered. The Communications Officers receive citizens' requests for service, process those requests, dispatch emergency units as appropriate, and monitor Police, Fire, and EMS activities. The Emergency Medical Priority Dispatch System is employed to process medical calls and provide callers with pre-arrival instructions.

5.2 Based upon the volume of calls originating from within the City of Union City, provisions of emergency communications services provided by communications officers shall be as furnished in the positions of call takers, dispatchers, and supervisors during day and morning shifts and may be modified by the Director of Fulton County Department of Emergency Services 911 from time to time as needs arise. These staffing positions represent the global level necessary for a complete 24-hour period in Fulton County.

5.3 The Director of Fulton County Department of Emergency Services 911 may utilize overtime to fill temporary vacancies caused by, but not limited to: sick or annual leave issues, temporary disability, relief of duty, and Family Medical Leave Act absences. The financial costs associated with overtime utilized to fill such vacancies will be the sole responsible of the County.

5.4 The nature of the wide-ranging (both emergency and non-emergency), continuous and multitudinous nature of the calls received by a large metropolitan Public Safety Answering Point (PSAP) like the Fulton County Department of Emergency Services 911, makes it difficult to assign an "average call answer time." However, it is the objective of the Department to respond, on average, to 911 calls emanating from the City of Union City with an average fifteen (15) second call answer time for emergency calls for service 90% of the time. Exceptions would be unpredictable system overload, declared disaster, or disruption in voice or data transmission.

ARTICLE 6

EQUIPMENT

The County shall furnish and maintain in good working condition for the benefit of the City, all necessary 800 MHz digital radio emergency communication facilities and equipment necessary and proper for the purpose of performing the services, duties, and responsibilities described in this Agreement.

ARTICLE 7

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EMPLOYMENT STATUS

7.1 All emergency communications officers, as well as any other Fulton County personnel assigned under this Agreement, are and will continue to be employees of the County for all purposes, including but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions. All emergency communications employees will continue to report under the management structure established in the County Department of Emergency Services 911.

7.2 In the event the City Administrator becomes dissatisfied with the performance of any sworn or civilian personnel performing emergency communications services on behalf of the City, the City Administrator shall discuss the concerns with the Director of the Fulton County Department of Emergency Services 911.

7.3 Fulton County Department of Emergency Services 911 employees will not be specifically assigned as call takers for the City of Union City, because the County operates a consolidated center, the E911 telephone equipment routes calls from anywhere in the County to the first available call taker. Any other method of staff deployment would reduce the service level and adversely impact all citizens of Fulton County, including the City of Union City. Accordingly, the number of employees needed by call volume from Union City has been estimated, but not assigned to specific employees.

ARTICLE 8

RECORDKEEPING AND REPORTING

8.1 The Police and Fire Department Records Sections are the central repository for all police and fire department records and are available public records as defined by the Georgia Open Records Act, O.C.G.A. § 50- 18- 70, *et seq.*

8.2 The Director of the Fulton County Department of Emergency Services 911 shall prepare and deliver monthly reports to the City Administrator. The reports shall describe the volume of 911 calls for service, identification of police, fire, or EMS, and answer speed for calls originating within the City of Union City.

8.3 Except as limited by provision of state or federal law, the City may request, review, and access data and County records, at a mutually agreed upon time and place, to ensure compliance with this Agreement.

ARTICLE 9

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ANCILLARY SERVICES

9.1 The County must provide a variety of ancillary services incumbent on a large metropolitan public safety answering point. These services will be provided to the City pursuant to this Agreement, the consideration for which has been calculated as part of the payment provided in Article 4.

9.2 In addition to E911 reception and radio dispatch, ancillary services provided by the Department of Emergency Services 911 include technical operations, administration, quality assurance, training, and preparing and planning for, responding to, and recovering from emergencies or disasters.

9.3 During the operation of this Agreement, the County will continue to provide administrative services, cost allocation, facilities maintenance, fiscal management, general operating supplies, human resources, information systems, maintenance, public information, purchasing, utilities and other critical services attendant to the operation of a public safety answering point.

9.4 During the term of this Agreement, the County will continue to administer the 911 Advisory Committee as required by O.C.G.A. § 46-5-136. The City of Union City will be required to participate in committee meetings, as well as utilize the committee for the City's compliance with the requirements as provided for within state law.

ARTICLE 10

CITY- COUNTY RELATIONS

10.1 The Director of the Fulton County Department of Emergency Services 911, or his/her designee, will notify the County Manager and City Administrator in the event of a significant emergency communications or emergency management situation within the City. The Director of Fulton County Department of Emergency Services 911 and the City Administrator shall designate the kinds of incidents that are to be considered "significant" by a memorandum. In the event no memorandum is executed, the City Administrator shall be notified consistent with the notification by the Fulton County Department of Emergency Services 911 to the County Manager.

10.2 At the request of the City Administrator, the Director of the Fulton County Department of Emergency Services 911 or that official's designee shall be available to attend City Council meetings on an "as needed" basis.

10.3 The County shall be the sole provider of public safety answering point services during the operation of this Agreement.

Docusign Envelope ID: F7BA261A-3487-40DF-B2D9-002C26024494

ARTICLE 11

TRANSITION

11.1 In the event of the termination or expiration of this Agreement, the County and the City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from County to a municipal public safety answering point and to maintain the same high quality of 911 and emergency medical response provided by this Agreement for the residents, businesses, and visitors of the City.

11.2 The Director of the Fulton County Department of Emergency Services 911 or his/her designee shall present a summary report to the City Council within sixty (60) days of the conclusion of this Agreement to facilitate the transition to the City's PSAP.

11.3 The County and the City agree that ninety (90) days prior to the expiration of this Agreement, the City Administrator and County Manager will meet and confer to effect a smooth transition.

ARTICLE 12

INDEMNIFICATION

12.1 It is the intent of the parties to be covered under the auspices of the immunity granted by O.C.G.A. § 46- 5- 131. Only to the extent permitted by law and in the event O.C.G.A. § 46- 5- 131 is deemed inapplicable, shall the City defend, indemnify, and hold harmless the County and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or it officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by the City, its employees, officers, and agents. The County shall promptly notify the City of each claim, assert all statutory defenses, cooperate with the City in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the City's participation.

12.2 The immunity and indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

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ARTICLE 13

EVENT OF DEFAULT

13.1 An event of default shall mean a material breach of this Agreement by the County as follows:

13.1.1 The County repeatedly disregards local priorities established by the City Administrator which the County is required to observe by the Agreement, and which have been communicated in writing by action of the City Council to the County on more than one occasion.

13.1.2 The County does not maintain sufficient personnel in the Department of Emergency Services 911 to handle the volume of 911 calls as required by Article 5.

13.1.3 The County consistently fails to meet the levels of service outlined in Article 5, which failure has been communicated in writing by action of the City Council to the County on more than one occasion.

13.2 An event of default shall mean a material breach of this Agreement by the City as follows:

13.2.1 Failure of the City to establish specific objectives, written and attainable local priorities for local emergency communication services activities and transmit the same to the Director of the Fulton County Department of Emergency Services 911.

ARTICLE 14

TERMINATION AND REMEDIES

14.1 The City or the County may terminate this Agreement only for an event of default, or as outlined in Article 3, Term of Agreement, unless the default is cured as provided in this Article.

14.2 If an event or default occurs, in the determination of the City, the City shall notify the County in writing; specify the basis for the default and advise the County that the default must be cured to the City's reasonable satisfaction within a sixty (60) day period. The City may grant additional time to cure the default, as the City may deem appropriate, without waiver of any of the City's rights, so long as the County has commenced curing the default and is effectuating a cure with diligence and continuity during the sixty (60) day period, or any longer period which the City prescribes.

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14.3 If an event of default occurs, in the determination of the County, the County may notify the City in writing, specify the basis for the default and advise the City that the default must be cured to the County's reasonable satisfaction within a sixty (60) day period; except that for events of default related to the payment of fees, the cure period is reduced to thirty (30) days. The County may grant additional time to cure the default, as the County may deem appropriate, without waiver of any of the County's rights, so long as the City has commenced curing the default and is effectuating a cure with diligence and continuity during the sixty (60) day period (30 days for payments) or any longer period which the County prescribes.

14.4 In the event that either party breaches a material term of condition of this Agreement, other than an event of default, the party in breach, upon receipt of a written request from the non-breaching party, shall remedy the breach within thirty (30) days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching party may utilize the remedies of declaratory judgment, specific performance, mandamus, or injunctive relief to compel the breaching party to remedy the breach.

14.5 The parties reserve all available remedies afforded by law to enforce any term of condition of this Agreement.

ARTICLE 15

AMENDMENTS

This Agreement may be modified at any time during the term by mutual written consent of both parties.

ARTICLE 16

NOTICES

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

Docusign Envelope ID: F7BA261A-3487-40DF-B2D9-002C26024494

If to the County:

Richard "Dick" Anderson, County Manager
141 Pryor Street, SW Suite 10000
Atlanta, Georgia 30303
404-612-8335
404-612-0350 (facsimile)

With a copy to:

Y. Soo Jo, County Attorney
141 Pryor Street, SW,
Suite 4038
Atlanta, Georgia 30303
404-612-0251
404-730-6324 (facsimile)

If to the City:

Sonja Fillingame, City Manager
City of Union City
5047 Union Street
Union City, GA 30291
770-964-2288

Dennis Davenport, City Attorney
City of Union City
100 Habersham Drive
Fayetteville, GA 30214

ARTICLE 17

NON- ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

Docusign Envelope ID: F7BA261A-3487-40DF-B2D9-002C26024494

ARTICLE 18

ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and agreement of the parties regarding the subject matter of the Agreement.

ARTICLE 19

SEVERABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effects as if the invalid provision or portion of the provision were not part of this Agreement.

ARTICLE 20

BINDING EFFECT

This Agreement shall insure to the benefit of, and be binding upon, the respective parties' successors

ARTICLE 21

COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

WHEREFORE, the parties having read and understood the terms of this agreement, they do hereby agree to such terms by execution of their signatures on the next page.

Docusign Envelope ID: F7BA261A-3487-40DF-B2D9-002C26024494

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals

FULTON COUNTY, GEORGIA

ATTEST:

Robert L. Pitts

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Tonya R. Grier, Clerk (SEAL)
Clerk to the Commission

APPROVED AS TO FORM:

Y Soo Jo

Y. Soo Jo, County Attorney
County Attorney Office

APPROVED AS TO SUBSTANCE:

Chris Sweigart, Director
Department of Emergency Services 911

CITY OF UNION CITY, GEORGIA

ATTEST:

Vince Williams, Mayor
City of Union City

City Clerk (SEAL)

APPROVED AS TO SUBSTANCE:

Sonja Fillingame, City Manager
City of Union City

City Attorney

APPROVED AS TO FORM:

Cassandra Jones, Police Chief
City of Union City

Joe Maddox, Fire Chief
City of Union City

INTERGOVERNMENTAL AGREEMENT
FOR THE DEVELOPMENT AND IMPLEMENTATION OF A UNIFIED RADIO SYSTEM BY AND AMONG THE CITIES OF ALPHARETTA, MILTON, ROSWELL AND SANDY SPRINGS, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement"), is entered into by and among the cities of Alpharetta, Milton, Roswell and Sandy Springs, Georgia (collectively, the "Cities"), this 28th day of JAN., 2013

WHEREAS, the Cities are all municipal corporations duly created under provisions of Georgia law; and

WHEREAS, the Cities, including their respective police, fire, public works and other departments, are presently users of the Fulton County radio system ("Fulton County System") by agreement; and

WHEREAS, the Fulton County System has become outdated and partially technologically obsolete for the needs of the Cities; and

WHEREAS, the Cities desire to create, own, and place into operation a new, unified radio system (the "System") including, but not limited to, erection of a radio tower or towers, implementation of equipment in existing locations, and maintenance and upgrade of radio equipment and facilities for use by the Cities to meet their respective public needs; and

WHEREAS, the Georgia Constitution, Article IX, § 2, ¶ 3, except as otherwise provided by law, encourages cities and counties to exercise governmental authority within each other's boundaries by intergovernmental agreement; and

WHEREAS, the Cities each desire to assume and exercise all municipal powers with respect to the System within their respective corporate boundaries and have determined that it is in their best interests to provide the System as a joint effort; and

WHEREAS, the Cities, each contributing a Weighted Share, as described in this Agreement, shall be the initial subscribers to the System ("Initial Subscribers"); and

WHEREAS, the Initial Subscribers are committed to and have taken overt steps to ensure that all procurement undertaken pursuant to this Agreement is consistent with the purchasing policies of the entity acting as the procurement agent and is otherwise consistent with the laws of the State of Georgia; and

WHEREAS, each of the undersigned anticipate that, subsequent to the execution of this Agreement by the Initial Subscribers, Fulton County and/or additional municipalities may desire to become subscribers in the System and the services offered by the System, making a capital contribution and agreeing to accept the terms of the Agreement and its obligations (the "Subsequent Subscribers") (the Initial Subscribers and the Subsequent Subscribers are sometimes herein referred to collectively as "Contributing Subscribers"); and

WHEREAS, the Initial Subscribers anticipate that, subsequent to the execution of this Agreement, Fulton County and/or additional municipalities may desire to become subscribers in the System and the services offered by the System, without making a capital contribution, but otherwise agreeing to accept the terms of the Agreement and its obligations (the "Non-

Contributing Subscribers") (the Contributing Subscribers and the Non-Contributing Subscribers are sometimes herein referred to collectively as the "Subscribers"); and

WHEREAS, the Initial Subscribers desire to maintain a mutually beneficial, efficient and cooperative relationship that will serve the public needs of all participating jurisdictions; and

WHEREAS, the Subscribers have authorized the execution of this Agreement through appropriate resolutions adopted by their respective governing bodies;

NOW, THEREFORE, in consideration of the following mutual obligations, the Subscribers hereby agree as follows:

ARTICLE 1
PURPOSE AND INTENT

The purpose of this Agreement is to establish the intent of the Contributing Subscribers to create, own, and place into operation the System including, but not limited to, erection of a radio tower or towers, implementation of equipment in existing places, maintenance and upgrade of radio equipment and facilities for use by the Subscribers for the protection of their respective citizens.

The System will operate as a joint project to serve, initially, the Initial Subscribers and, subsequently, all Subscribers. All Subscribers shall become a party to this Agreement, accepting all terms, conditions and obligations hereinafter set forth, and shall abide by all rules and regulations established by the Board of Managers for the governance of the System. All Contributing Subscribers shall contribute to the capitalization of the System and all Subscribers shall contribute to the ongoing maintenance of the System as hereinafter described.

ARTICLE 2
CAPITALIZATION, MAINTENANCE, AND PAYMENT

1. Capitalization. Initial capitalization of the System shall be in an amount not to exceed the sum of Sixteen Million Dollars ($16,000,000.00). Each of the Initial Subscribers shall contribute its weighted share ("Weighted Share") to the initial capitalization of the System in the percentage and amounts set forth in Exhibit A. Each Subsequent Subscriber shall likewise contribute its Weighted Share to the capital of the System; and, to the extent such contribution is for capital costs fully paid, then upon a tender of funds by a Subsequent Subscriber, each Initial Subscriber shall be entitled to an equivalent refund in the same percentage as each Initial Subscriber's Weighted Share. It is the intention of the parties hereto to establish a joint and apportioned undivided ownership interest in the assets of the System as determined by the Board of Managers. As there is currently no specific entity to hold an ownership interest, assets of the System shall be held in the name of the City of Sandy Springs on behalf of and for the benefit of all Cities of the System. The City of Sandy Springs shall be responsible for setting up a Unified Radio System Fund to account for all assets, revenues and expenditures associated with the System and for all reporting and an annual audit.

In the event the System shall need additional capital over and above the initial capitalization, the Board of Managers (as defined in Article 4) shall submit verification of need to the governing bodies of all Contributing Subscribers and obtain approval for any additional capital by resolution from all governing bodies. Any additional capital approved by all governing

bodies shall be contributed by the Contributing Subscribers in their Weighted Share in such form as determined by the Board of Managers to be in the best interest of the System.

2. Maintenance. All maintenance, upgrade or other fees incurred in connection with operating of the System, including but not limited to fees associated with acquisition or leasing of land for communications towers, shall be paid by the Contributing Subscribers in accordance with their Weighted Share and by the Non-Contributing Subscribers as shall be determined by the Board of Managers. Periodically the Board of Managers shall re-evaluate portioning of Subscriber contributions to maintenance, upgrade and ongoing fees incurred in connection with System operations. Contributing Subscriber contributions shall be re-evaluated according to Weighted Shares, and Non-Contributing Subscriber contributions shall be re-evaluated in an equitable manner determined by the Board of Managers to be in the best interest of the System.

3. Payment. As the Contributing Subscriber with responsibility to account for all assets, revenues and expenditures associated with the System, Sandy Springs shall be responsible for collecting payments from Subscribers for capitalization, purchases, maintenance and other obligations of the System and for expending such payments to satisfy such obligations. As obligations are incurred or to be incurred for the System, the City of Sandy Springs shall submit an invoice to each Subscriber with a request for payment of its Weighted Share ("Request"). The Subscriber shall review the invoice and acknowledge the obligation of payment pursuant to the invoice and shall make payment to the City of Sandy Springs at such time and as directed in the Request. In the event payment is not received from a Subscriber in accordance with the Request ("Delinquent Portion"), the non-paying Subscriber shall incur a late fee in the amount of five percent (5%) of the Delinquent Portion, and the remaining Subscribers shall contribute, in a timely manner to avoid additional cost and late penalties, the Delinquent Portion in accordance with their Weighted Shares. Subscribers paying the Delinquent Portion shall be entitled to reimbursement from the non-paying Subscriber within fourteen (14) days of the date the Subscriber shall have paid its Weighted Share of the Delinquent Portion. Reimbursement payments not made by the non-paying Subscriber within fourteen (14) days as hereinabove provided shall incur interest at the rate of six percent (6%) per annum.

ARTICLE 3
ADDITIONAL SUBSCRIBERS

Additional governmental units may subscribe for use of the System subsequent to the execution of this Agreement by unanimous approval of the existing Subscribers. These additional Subscribers may be Contributing Subscribers or Non-Contributing Subscribers.

Subsequent Subscribers who subscribe to use the System following execution of this Agreement by the Initial Subscribers shall make capital contributions based on their Weighted Shares, as described in Article 2, and shall agree to accept the terms of the Agreement and its obligations. Subsequent Subscribers shall be required to pay their Weighted Share of any and all fees associated with maintenance and upgrade of the System as described in Article 2. Subsequent Subscribers shall be represented on the Board of Managers, with the City Manager or City Administrator of the Subsequent Subscriber seated as a Manager.

Non-Contributing Subscribers shall subscribe to use the System without making a capital contribution and shall agree to accept the terms of the Agreement and its obligations. Non-Contributing Subscribers shall be required to pay fees associated with maintenance and upgrade of the System as described in Article 2. Non-Contributing Subscribers shall not be represented on the Board of Managers.

In the event additional Subscribers accept the terms and become a party to this Agreement in order to be served by the System, they may do so by action of the Board of Managers and resolutions of the governing bodies of all then-existing Subscribers.

ARTICLE 4
GOVERNANCE OF OPERATION OF SYSTEM

All matters relating to construction of the radio tower(s), acquisition of equipment and facilities and the operation of the System shall be determined by a board of managers ("Board of Managers"). Control and management of the System operations shall be vested in the Board of Managers, whose members (the "Managers") shall be the City Managers or City Administrators of the respective Contributing Subscribers, or designees. Non-Contributing Subscribers shall not be represented on the Board of Managers. The Managers shall receive no compensation for their services.

The Board of Managers shall establish rules and regulations for the governing of the System operations and may delegate to one (1) or more of the officers, agents, and employees of a Contributing Subscriber, subject to ratification by such Contributing Subscriber, such powers and duties as may be deemed necessary and proper. In the event such delegation results in a Contributing Subscriber's employee being subject to enhanced job duties, the pertinent Contributing Subscriber shall be responsible for any necessary compensation adjustment. Governance documents shall be subject to the mutual review and approval of the governing bodies of all Contributing Subscribers.

The Board of Managers shall elect a Chairman, Vice Chairman, Secretary (who is not required to be a member of the Board of Managers) and such other officers as deemed appropriate. The initial Chairman of the Board of Managers is the City Manager of Sandy Springs, who, by his signature affixed to this Agreement, accepts the appointment.

The Board of Managers shall be subject to and fully comply with the Open Meetings Act, O.C.G.A. 50-14-1, et.seq.

All new licenses required by the Federal Communications Commission ("FCC") shall be held in the name of the City of Sandy Springs on behalf of and for the benefit of the System.

ARTICLE 5
MANAGEMENT OFFICERS

The Board of Managers may designate individual Managers to exercise such offices and with such responsibilities as the Board of Managers deem appropriate for the System. A Manager so designated may hold two (2) or more offices. Any such Manager shall either be an employee of a Contributing Subscriber who is willing to assume such duties or a contract employee retained by a Contributing Subscriber to assume such duties. In the event that a Contributing Subscriber expends funds to either (1) supplement the pay of an existing employee to serve as a Manager, (2) hires a new full or part time employee to serve as a Manager, or (3) retains a contract employee to serve as a Manager, such expenditure of funds shall be recognized as a maintenance expense for the operation of the System and the Contributing Subscriber responsible for such expenditure of funds shall be entitled to reimbursement for same in accordance with the maintenance contribution obligations of Subscribers set forth in Article 2, Paragraph 2 of this Agreement. The Secretary shall be responsible for preparing

minutes of the meetings of the Managers, and authenticating the records of the System, and attesting to the position and authority of the officers acting on behalf of the Board of Managers.

ARTICLE 6
LIMITATION ON THE POWERS OF MANAGERS

The authority of the Managers under this Agreement is limited by the following:

(A) The Managers have no authority to:

(i) Do any act in contravention of federal, state or local law or this Agreement, as each may be amended from time to time.

(ii) Do any act that would make it impossible to carry on the ordinary business of the System, provided that the resignation by a Manager upon written notice to all other Managers is not restricted.

(iii) Possess property of the System, or assign any rights in specific property of the System for other than a System purpose.

(B) The Managers have no authority to sell all or substantially all of the assets of the System in a single transaction, unless consented to by all of the Managers and in no event may any assets of the System be sold or conveyed absent the unanimous ratification of the governing authorities of each Contributing Subscriber.

(C) The Managers have no authority to borrow funds on behalf of the System except as provided under federal, state or local law or this Agreement, as each may be amended from time to time.

ARTICLE 7
CONTRACTS, DEEDS AND LOANS

All contracts, deeds, mortgages, pledges, promissory notes, transfers and other written instruments binding upon the System are to be executed on behalf of the System by the Chairman of the Board of Managers and must be ratified by the governing authorities of each Contributing Subscriber. The Chairman shall be authorized to execute such instruments only upon approval of the Board of Managers and ratification by each Contributing Subscriber, pursuant to authority granted by this Agreement, or by such other persons or agents as the Board of Managers may designate from time to time.

ARTICLE 8
PROCUREMENT

Sandy Springs shall be the procurement agent on behalf of the System until such time as an Authority, as contemplated in Article 9, is created. Procurement of the radio components shall, to the fullest extent available, be secured under State of Georgia procurement contracts and pricing and otherwise in full accord with the purchasing policies of Sandy Springs. Any radio components for which State contracts and pricing is not available shall be purchased in compliance with Sandy Springs purchasing policies. Any public works construction necessary for creation of the System shall be undertaken in full conformance with Georgia's public works procurement law. It is anticipated by the parties hereto that Requests for Proposal ("RFP") shall

be issued on behalf of the System that will solicit vendor feedback regarding opportunities for private parties to construct certain components of the System infrastructure at no or reduced cost to the Contributing Subscribers and that a RFP will also be tendered seeking feedback for the Contributing Subscribers to fully fund and construct the System infrastructure that will maximize leased space on System-owned towers in order to reimburse Subscribers according to their respective weighted contributions.

ARTICLE 9
AUTHORITY CREATION

The parties hereto agree that it is their mutual expectation and preference that, at the earliest available opportunity, a duly authorized Authority be created to which title to the System shall be conveyed, and which shall ultimately be responsible for all aspects of the System, including but not limited to holding title to System property and operating, maintaining, and upgrading of the System. The parties acknowledge and agree that the creation of such an Authority is a power vested with the General Assembly of the State of Georgia; however, the parties will use their respective best efforts to facilitate the creation of such as soon as practicable. In the event such an Authority is created and duly assembled, it is the expectation and intent of the Subscribers that all obligations under this Agreement requiring the consent or ratification by the governing authorities of the various Subscribers shall be ratified and/or approved by the Authority. The governing authorities of the Subscribers shall acknowledge this transfer of authority upon the creation of the Authority and the transfer of System assets and responsibilities to same.

ARTICLE 10
OTHER PARTICIPANTS

No municipality or county may utilize or access the System unless and until that municipality or county has become a Subscriber, or until that municipality or county has entered into a Memorandum of Operation or Intergovernmental Agreement with the governing authorities of each Subscriber authorizing such utilization or access.

ARTICLE 11
INCOME INTO THE SYSTEM

The Board of Managers shall be responsible for identifying and taking steps to implement opportunities to derive income from the System. Any potential income opportunities (i.e., co-locations with private entities, etc.) shall be returned to the governing authority of each Contributing Subscriber for ratification prior to such becoming binding on the System. Any income derived from the System shall be returned to the Contributing Subscribers in a percentage that is no less than the Contributing Subscribers' Weighted Share contribution to the System, though a Contributing Subscriber may be entitled to a market rate land lease payment to account for greater initial contributions to the System by providing land to the System. In the event of such a special circumstance, the Board of Managers shall make a recommendation to the governing authorities of each Contributing Subscriber that a Contributing Subscriber should realize more than its weighted contribution as described above.

ARTICLE 12
AUDIT

Any Contributing Subscriber shall have the right to request an annual audit of all expenditures and income related to the System. Costs for such audit shall be borne by the Subscribers in the same percentage for which maintenance costs are apportioned.

ARTICLE 13
SIGNATURES ON CHECKS, DRAFTS

Checks and drafts drawn on the credit or accounts maintained for the benefit of the System shall be signed by such Managers, Officers, or such other employees or persons as the Board of Managers may designate from time to time. An account for such financial transactions may be opened for the benefit of the System, but must be established and overseen by the governing authority of a Contributing Subscriber.

ARTICLE 14
RETAINED POWERS OF GOVERNMENTAL UNITS

Each Subscriber shall retain responsibility and authority for its operational departments and for such equipment and services as are required at its place of operation to interconnect to the System's operations.

ARTICLE 15
OPERATIONS ADVISORY COMMITTEE

There is hereby created an Operations Advisory Committee for the System. The Operations Advisory Committee shall perform services of oversight and supervision of the System as authorized by the Board of Managers and shall serve in an advisory capacity. The Operations Advisory Committee is tasked with building consensus among its members regarding the review and recommendations regarding direction of the System. The Board of Managers shall consider the Committee's recommendations and advice, but shall be under no obligation to take action consistent with such recommendations and advice.

The Operations Advisory Committee membership shall consist of two (2) representatives from each Contributing Subscriber, who are the Police Chief or Public Safety Director and the Fire Chief of each Contributing Subscriber. In the event a Contributing Subscriber does not have a Fire Chief, the City Manager or City Administrator of such Contributing Subscriber shall designate a second representative to the Operations Advisory Committee for the Contributing Subscriber.

The Operations Advisory Committee shall play a vital role with all Subscribers because its members have contributed to and understand the goals, objectives and work plan activities for the System to be a success. The Committee may, among other things, establish subcommittees to consider technology solutions and related issues to assist the Committee in forming a consensus, making decisions, and providing appropriate direction to the Board of Managers.

The Operations Advisory Committee shall be subject to and fully comply with the Open Meetings Act, O.C.G.A. 50-14-1, et seq.

ARTICLE 16
TERM OF AGREEMENT

The initial term of this Agreement is for (1) twenty (20) years, commencing _____, 20__ and ending on _____, 20__, or (2) within twelve (12) months following the creation of an Authority by the General Assembly of the State of Georgia, whose purpose is to operate the System, or (3) or immediately upon conveyance of all System assets to such created Authority, whichever occurs earlier. The Subscribers understand and agree that this Agreement may be terminated only by unanimous consent of all Subscribers. This Agreement may be renewed by the Subscribers in additional terms of twenty (20) years each upon resolutions of the governing bodies of each Subscriber.

Should any Initial Subscriber desire to terminate its participation in the System, such Initial Subscriber shall be responsible for all costs associated with its removal from the System and for all capital and operating costs associated with the remaining Subscribers continuing to operate the System without degradation of capability through the end of the current fiscal year, subject to appropriations by the governing body of the withdrawing Initial Subscriber. Further, all System frequencies shall remain part of the System unless otherwise authorized by the licensing authority.

ARTICLE 17
NON-ASSIGNABILITY

Subscribers shall not assign any of the obligations or benefits of this Agreement.

ARTICLE 18
ENTIRE AGREEMENT

The Subscribers acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the Subscribers regarding the subject matter of the Agreement, and supersedes all prior oral or written agreements or understandings. No representation, oral or written, not incorporated in this Agreement shall be binding on any of the Subscribers. All Subscribers must agree to and execute any subsequent changes to this Agreement.

ARTICLE 19
AMENDMENT

This Agreement may be modified at any time upon mutual written consent by resolutions of the governing bodies of all Subscribers.

ARTICLE 20
NOTICES

All notices, statements, modifications, amendments, demands, requests, consents, approvals, or authorizations hereunder given by any Subscriber to the others shall be in writing and sent by registered or certified mail, postage prepaid. The Subscribers each agree to give the other Subscribers duplicate e-mail notice. Notices shall be addressed as follows:

If to the City of Alpharetta:	Bob Regus, City Administrator 2 South Main Street Alpharetta, Georgia 30009 Telephone: 678-297-6010 E-Mail: bregus@alpharetta.ga.us
With a copy to:	C. Sam Thomas, City Attorney 200 Ashford Center North, Suite 500 Atlanta, Georgia 30338 Telephone: 770-391-9100 E-Mail: cst@boviskyle.com
If to the City of Milton:	Christopher J. Lagerbloom, City Manager 13000 Deerfield Parkway, Suite 107 Milton, Georgia 30004 Telephone: 678-242-2488 E-Mail: chris.lagerbloom@cityofmiltonga.us
With a copy to:	Ken E. Jarrard, City Attorney 105 Pilgrim Village Drive, Suite 200 Cumming, Georgia 30040 Telephone: 678-455-7150 E-Mail: kjarrard@jarrard-davis.com
If to the City of Roswell:	Kay G. Love, City Administrator 38 Hill Street Roswell, Georgia 30075 Telephone: 770-641-3727 E-Mail: klove@roswellgov.com
With a copy to:	David B. Davidson, City Attorney 38 Hill Street, Suite 110 Roswell, Georgia 30075 Telephone: 770-594-6183 E-Mail: ddavidson@roswellgov.com
If to the City of Sandy Springs:	John McDonough, City Manager 7840 Roswell Road, Building 500 Sandy Springs, Georgia 30350 Telephone: 770-206-1414 E-Mail: jmcdonough@sandyspringsga.gov
With a copy to:	Wendell K. Willard, City Attorney 7840 Roswell Road, Building 300, Suite 330 Sandy Springs, Georgia 30350 Telephone: 770-481-7110 E-Mail: wkwillard@wendellwillard.com

ARTICLE 21
SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or any portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion were not part of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia and should any Subscriber institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Subscriber by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all Initial Subscribers have participated in the preparation hereof.

ARTICLE 22
BINDING EFFECT

This Agreement shall inure to the benefit of, and be binding upon, the respective Subscribers' successors, heirs and assigns.

ARTICLE 23
E-VERIFY

To the extent any portion of this Agreement is interpreted as a public works agreement or an agreement regarding the physical performance of services, each respective jurisdiction agrees to provide the necessary affidavits and any other documentation to establish E-Verify compliance.

ARTICLE 24
COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Initial Subscribers have executed this Agreement through their duly authorized officers on the day and year first above written.

[Signatures on following pages]

CITY OF ALPHARETTA

David Belle Isle, Mayor

ATTEST:

City Clerk

(SEAL)

Approved as to form:

C. Sam Thomas, City Attorney

Bob Regus, City Administrator

[Signatures continued on following pages]

CITY OF MILTON

Joe Lockwood, Mayor

ATTEST:

City Clerk

(SEAL)

Approved as to form:

Ken E. Jarrard, City Attorney

Christopher J. Lagerbloom, City Manager

[Signatures continued on following pages]

CITY OF ROSWELL

ATTEST:

Jere Wood, Mayor

City Clerk

(SEAL)

Approved as to form:

David B. Davidson, City Attorney

Kay G. Love, City Administrator

[Signatures continued on following pages]

CITY OF SANDY SPRINGS, GEORGIA

ATTEST:

Eva Galambos, Mayor

City Clerk

(SEAL)

Approved as to form:

Wendell K. Willard, City Attorney

John McDonough, City Manager

EXHIBIT A

INITIAL SUBSCRIBERS
WEIGHTED SHARES

Population	City Population	%
Alpharetta	57,551	21.13%
Milton	32,661	11.99%
Roswell	88,346	32.43%
Sandy Springs	93,853	34.45%
Total	**272,411**	**100.00%**

Land Mass	Square Miles	%
Alpharetta	26.91	18.71%
Milton	38.52	26.79%
Roswell	40.72	28.32%
Sandy Springs	37.64	26.18%
Total	**143.79**	**100.00%**

Subscriber Radios	Radios	%
Alpharetta	409	29.49%
Milton	95	6.85%
Roswell	489	35.26%
Sandy Springs	394	28.41%
Total	**1387**	**100.00%**

Weighted		
Initial Subscriber	**Weighted Share (Percentage)**	**Capital Contribution based on Initial Capitalization of $16,000,000**
Alpharetta	23.11%	$ 3,697,569.56
Milton	15.21%	$ 2,433,492.61
Roswell	32.00%	$ 5,120,328.92
Sandy Springs	29.68%	$ 4,748,608.91
Total	**100.00%**	**$16,000,000.00**

GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, we recommend reporting this to the Department of Community Affairs.

COUNTY: FULTON COUNTY	**Service: District Attorney/Solicitor**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☒ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):**Fulton County**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of the single Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

e.) ☐ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County	General Funds, Fees, Fines, Grants

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

No Changes

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

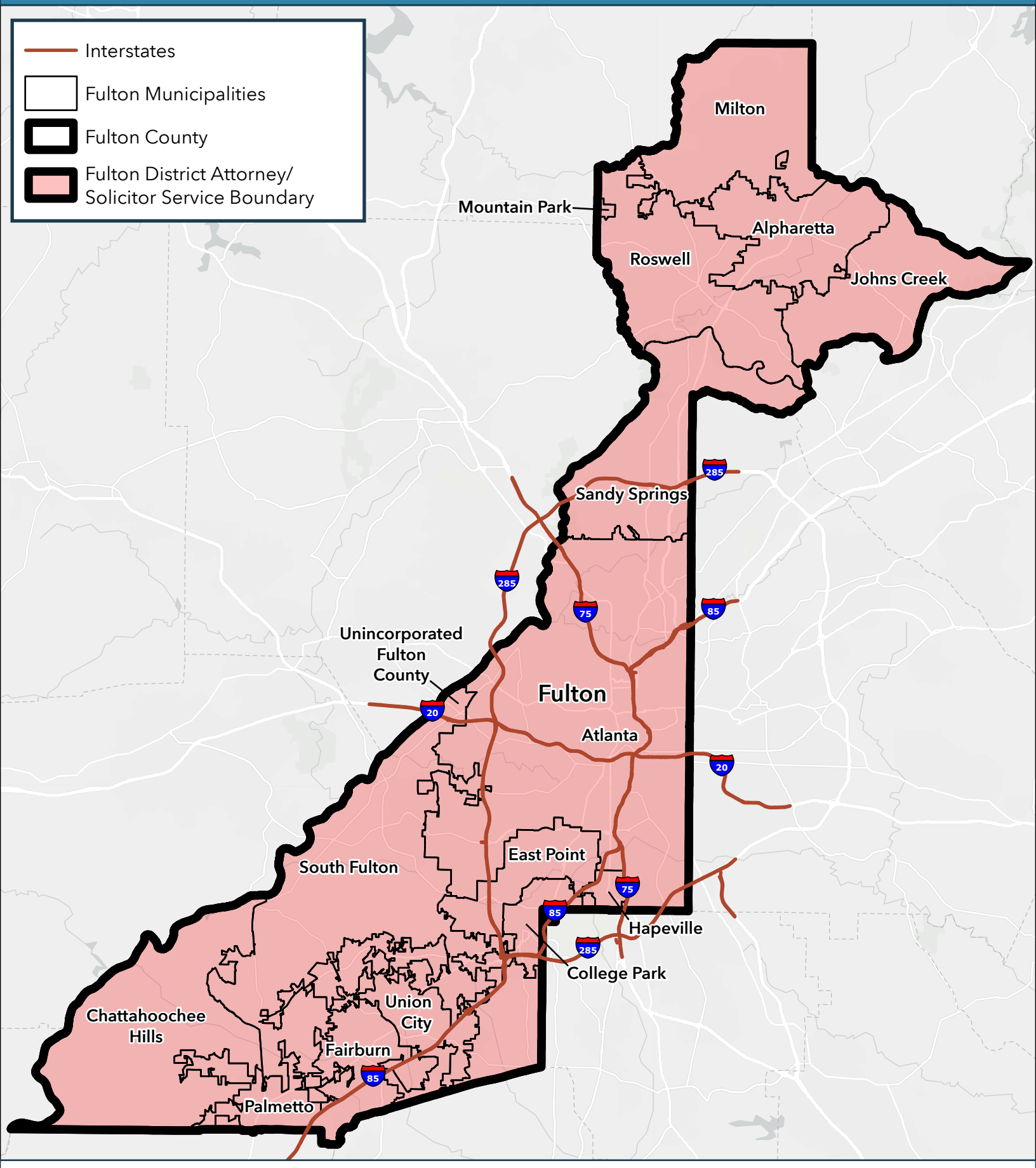
Not Applicable

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

Fulton County - SDS 2026 District Attorney/Solicitor Service Map



GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, we recommend reporting this to the Department of Community Affairs.

COUNTY: FULTON COUNTY	**Service: Drug Task Force**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):**Type Name of the single Government, Authority or Organization Here**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of the single Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Fulton County and the cities of Johns Creek and Milton will provide services within their boundaries**

e.) ☐ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County	General Funds, Grants
Johns Creek	General Funds, Grants
Milton	General Funds, Grants

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

Change in goverments listed

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Name Agreement Here	List Contracting Parties Here	Effective - End
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Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

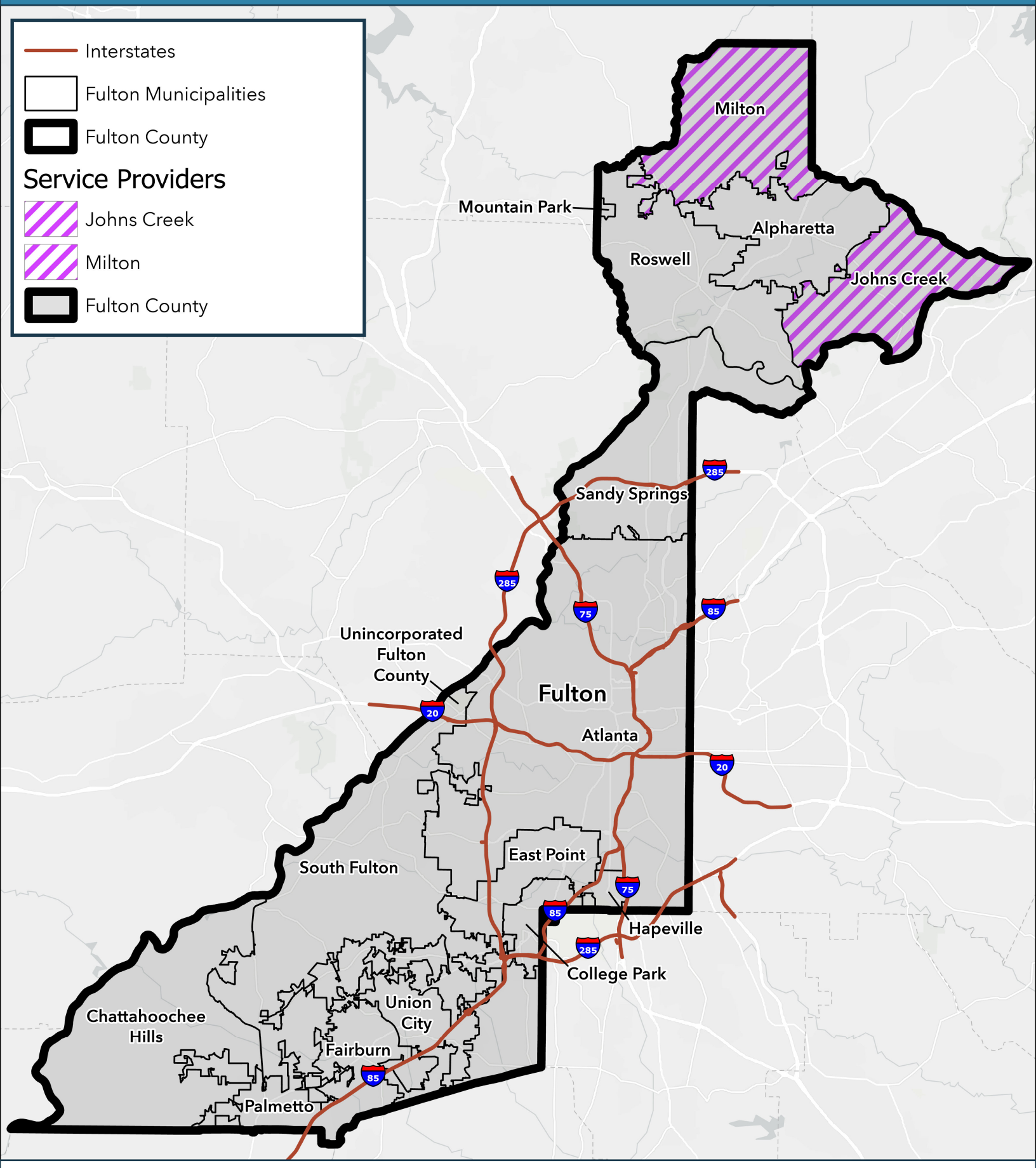
Not Applicable

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

Fulton County - SDS 2026 Drug Task Force Service Map



MEMORANDUM OF UNDERSTANDING

INTERAGENCY AGREEMENT FOR CRIMINAL INVESTIGATIONS, ILLEGAL DRUG INVESTIGATIONS, VICE TYPE INVESTIGATIONS, INTELLIGENCE GATHERING AND SHARING, AND SURVEILLANCE OPERATIONS FOR FORSYTH COUNTY, GA; DAWSON COUNTY, GA; CITY OF JOHNS CREEK, GA; CITY OF MILTON, GA

PURPOSE

The Forsyth County, GA Sheriff's Office; the Dawson County, GA Sheriff's Office; the City of Johns Creek, GA Police Department; and the City of Milton, GA Police Department have agreed to form a Task Force to evaluate and handle complaints; investigate violations of criminal law(s); investigate the possession, use, abuse, and sale of illegal drugs; investigate violations of vice type crime and laws; conduct surveillance operations; gather and share intelligence; and prosecute offenders through mutual-aid and terms of this Interagency Agreement within the respective jurisdictions.

It is incumbent on the Forsyth County, GA Sheriff's Office; Dawson County, GA Sheriff's Office; the City of Johns Creek, GA Police Department; and the City of Milton, GA Police Department to identify resources to staff, manage, and support the successful operations of the Task Force.

SECTION I

The Task Force name was changed from the Johns Creek and Forsyth County Drug Task Force (JCaF) to the "Lanier Regional Drug Task Force" effective September 1, 2024, by a Board of Directors vote on August 26, 2024. The Lanier Regional Drug Task Force (LRDTF) is hereby formed by agreement of the Chief Law Enforcement Officials of the following Law Enforcement Agencies:

1. Forsyth County, GA Sheriff's Office
2. Dawson County, GA Sheriff's Office
3. City of Johns Creek, GA Police Department
4. City of Milton, GA Police Department

Membership in this Task Force is open to any agency voted on and approved by the Board of Directors. Associate membership in the Task Force is authorized for other local, state, or federal entities as approved by the Board of Directors.

The District Attorney of Forsyth County, Dawson County, and Fulton County, or their designee, may sit on the board in a non-voting capacity to provide assistance to the Board.

Agents assigned to the Task Force shall be sworn as a Deputy Sheriff in Forsyth County, GA and Dawson County, GA to assist in legal authority to perform actions related to criminal investigations outside of their primary jurisdictions. In addition, Agents shall be sworn as a law enforcement officer in the City of Johns Creek, GA and City of Milton, GA to assist in legal authority to perform actions related to criminal investigations outside of their primary jurisdictions.

SECTION II

The Chief Law Enforcement Officials, of the aforementioned law enforcement agencies, shall comprise the Board of Directors of the Task Force and shall direct the operation of said Task Force. The head of any other approved law enforcement entity shall assume a seat on the Board of Directors once approved by the sitting Board of Directors. The addition of new agencies shall create a need for a new quorum to be established. Sheriff Ron Freeman (Forsyth County, GA Sheriff's Office) shall serve as the Chairman of the Board of Directors at the inception of the Task Force; and at the first meeting the Board of Directors may elect a vice-chair and secretary at their discretion. The Board of Directors shall convene quarterly as announced by the Chairman, or his/her designee, at least one week prior to the meeting.

Other meetings will be held at a time and location specified by the Chairman, or his/her designee, upon adequate notice to the other Board Members. Attendance by two members of the Board of Directors shall constitute a quorum and are authorized to conduct business on behalf of the entire Board of Directors, with the exception of real estate transactions which shall require all members to be present.

Due to the complexity of schedules maintained by the Board of Directors members, it shall be allowable for the Chairman to call for an e-vote by means of email on items deemed time sensitive.

SECTION III

Each Member Agency or Office shall maintain all seizures and forfeitures occurring within the jurisdiction of the Agency or Office. Seized funds shall be deposited into the existing State Asset Seizure Fund accounts of the Agency seizing funds.

Seizures and asset forfeiture shall be distributed pursuant to OCGA §9-16- 19(t) or any amendment thereto. The Task Force shall distribute funds paid to the Task Force pro rata

to each Member Agency of the Task Force. All payments shall be disbursed by the Task Force to Member Agencies within 45 days of receipt of distributions to the Task Force. Any seizure made outside of an Agency or Office's home jurisdiction will be made at the discretion of the Task Force commander and shall result in any award being placed into the existing State Asset Seizure Fund of the Forsyth County Sheriff's Office where upon final award, the amount will be split evenly between the Task Force agencies once prosecutorial and miscellaneous fees and awards are deducted.
Seizures made by the originating agency in their respective jurisdiction which were not the proximate result of a Task Force investigation are the sole discretion of the originating agency as to any sharing. The acceptance of new member agencies into the Task Force will require unanimous approval of a new sharing percentage.

Should seizures occur as contemplated and authorized by the Official Code of Georgia Annotated, civil proceedings required for the forfeiture shall be handled under the authority of the District Attorney or their designee. An Agent / Officer / Deputy assigned to the Task Force shall investigate and handle any administrative matters, including preparation of documents, to ensure that all seizures and forfeitures are handled and adjudicated according to law and the policy and practice of the affected District Attorney's Office. Any applicable fees will be paid from the proceeds provided in O.C.G.A. 16-13-49.

SECTION IV

The Lanier Regional Drug Task Force will operate combined narcotics, vice, and intelligence units within the Task Force. The Board of Directors will appoint a Lanier Regional Drug Task Force Commander who shall report to the Board regarding official Task Force business. The Task Force Commander may communicate with the Board of Directors in-person, by phone, or by email. Task Force supervisors will be designated by the Task Force Commander and approved by the Board of Directors. The total number of agents, administrative assistants, or analysts assigned to the Task Force will be determined at the discretion of the Chief Law Enforcement Officer of each member agency.

SECTION V

Once constituted, the Board of Directors will establish written policies and procedures for the Lanier Regional Drug Task Force and shall ensure that such policies and procedures are provided to each member of the Board of Directors and each employee of the various agencies assigned to the Task Force. The Board of Directors shall review the written policies and procedures at such time as may be required for the successful operation of the Task Force and make modifications deemed appropriate or necessary by the Board of Directors.

Whenever a Task Force Agent / Officer / Deputy is working pursuant to this agreement, the Task Force Agent / Officer / Deputy shall abide by and be subject to the policies and procedures of the Task Force and the direction of a Superior Task Force Agent / Officer / Deputy. In the absence of applicable Task Force policy or procedure, or if such policy or procedure, or directive conflicts with the rules, regulations, personnel policies, general orders, and standard operating procedures of their own employer, then such rules, regulations, personnel policies, general orders, and standard operating procedures shall control and supersede Task Force policy, procedure, or direction.

SECTION VI

The nature and scope of a narcotics / vice type unit requires specialized equipment for agents to properly be outfitted to perform the job requirements. Each agency agrees to procure the specialized equipment such as, but not limited to, appropriate outer body armor with task force identification, appropriate firearm(s), appropriate firearm holster and taser holster, appropriate duty gear, appropriate cellular telephone, appropriate laptop computer, suitable agency assigned vehicle, and other task force items as deemed necessary by the Board of Directors.

SECTION VII

Any member of the Board of Directors of the Lanier Regional Drug Task Force can opt out of this agreement and participation in the Task Force by submitting a notice to separate or resign to the Board of Directors for action. The Board will act on any notice submitted in writing upon receipt of notice provided the notice is submitted at least ninety (90) days prior to the intended withdrawal from the Board of Directors and/or Task Force. All financial obligations, less previously approved lease agreements, shall terminate upon the expiration of the 90 days or specified resignation date.

MEMORANDUM OF UNDERSTANDING

SIGNATURE PAGE

Sheriff, Forsyth County, GA	01/07/2026 Date
Sheriff, Dawson County, GA	Date
Chief of Police, City of Johns Creek, GA	01/30/26 Date
Mayor, City of Johns Creek, GA	Feb 5, '26 Date
Chief of Police, City of Milton, GA	Date
Mayor, City of Milton, GA	Date

MEMORANDUM OF UNDERSTANDING

INTERAGENCY AGREEMENT FOR CRIMINAL INVESTIGATIONS, ILLEGAL DRUG INVESTIGATIONS, VICE TYPE INVESTIGATIONS, INTELLIGENCE GATHERING AND SHARING, AND SURVEILLANCE OPERATIONS FOR FORSYTH COUNTY, GA; DAWSON COUNTY, GA; CITY OF JOHNS CREEK, GA; AND CITY OF MILTON, GA.

PURPOSE

The Forsyth County, GA Sheriff's Office; the Dawson County, GA Sheriff's Office; the City of Johns Creek, GA Police Department; and the City of Milton, GA Police Department have agreed to form a Task Force to evaluate and handle complaints; investigate violations of criminal law(s); investigate the possession, use, abuse, and sale of illegal drugs; investigate violations of vice type crime and laws; conduct surveillance operations; gather and share intelligence; and prosecute offenders through mutual-aid and terms of this Interagency Agreement within the respective jurisdictions.

It is incumbent on the Forsyth County, GA Sheriff's Office; Dawson County, GA Sheriff's Office; the City of Johns Creek, GA Police Department; and the City of Milton, GA Police Department to identify resources to staff, manage, and support the successful operations of the Task Force.

SECTION I

The JCaF (Johns Creek and Forsyth) Task Force name will change to "Lanier Regional Drug Task Force" effective October 1, 2024. The Lanier Regional Drug Task Force is hereby formed by agreement of the Chief Law Enforcement Officials of the following Law Enforcement Agencies:

1. Forsyth County, GA Sheriff's Office
2. Dawson County, GA Sheriff's Office
3. City of Johns Creek, GA Police Department
4. City of Milton, GA Police Department

Membership in this Task Force is open to any agency voted on and approved by the Board of Directors. Associate membership in the Task Force is authorized for other local, state, or federal entitles as approved by the Board of Directors.

The District Attorney of Forsyth County, Dawson County, and Fulton County, or their designee, shall sit on the board in a non-voting capacity to provide assistance to the Board.

Agents assigned to the Task Force shall be sworn as a Deputy Sheriff in Forsyth County, GA; Dawson County, GA; and Fulton County, GA to assist in legal authority to perform actions related to criminal investigations outside of their primary jurisdictions. In addition, Agents shall be sworn as a law enforcement officer in the City of Johns Creek, GA and city of Milton, GA to assist in legal authority to perform actions related to criminal investigations outside of their primary jurisdictions.

SECTION II

The Chief Law Enforcement Officials, of the aforementioned law enforcement agencies, shall comprise the Board of Directors of the Task Force and shall direct the operation of said Task Force. The head of any other approved law enforcement entity shall assume a seat on the Board of Directors once approved by the sitting Board of Directors. The addition of new agencies shall create a need for a new quorum to be established. Sheriff Ron Freeman (Forsyth County, GA Sheriff's Office) shall serve as the Chairman of the Board of Directors at the inception of the Task Force; and at the first meeting the Board of Directors may elect a vice-chair and secretary at their discretion. The Board of Directors shall convene quarterly as announced by the Chairman, or his/her designee, at least one week prior to the meeting.

Other meetings will be held at a time and location specified by the Chairman, or his/her designee, upon adequate notice to the other Board Members. Attendance by two members of the Board of Directors shall constitute a quorum and are authorized to conduct business on behalf of the entire Board of Directors, with the exception of real estate transactions which shall require all members to be present.

Due to the complexity of schedules maintained by the Board of Directors members, it shall be allowable for the Chairman to call for an e-vote by means of email on items deemed time sensitive.

SECTION III

Each Member Agency or Office shall maintain all seizures and forfeitures occurring within the jurisdiction of the Agency or Office. Seized funds shall be deposited into the existing State Asset Seizure Fund accounts of the Agency seizing funds.

Seizures and asset forfeiture shall be distributed pursuant to OCGA §9-16- 19(t) or any amendment thereto. The Task Force shall distribute funds paid to the Task Force pro rata to each Member Agency of the Task Force. All payments shall be disbursed by the Task Force to Member Agencies within 45 days of receipt of distributions to the Task Force. Any seizure made outside of an Agency or Office's home jurisdiction will be made at the discretion of the Task Force commander and shall result in any award being placed into

the existing State Asset Seizure Fund of the Forsyth County Sheriff's Office where upon final award, the amount will be split evenly between the Task Force agencies once prosecutorial and miscellaneous fees and awards are deducted.
Seizures made by the originating agency in their respective jurisdiction which were not the proximate result of a Task Force investigation are the sole discretion of the originating agency as to any sharing. The acceptance of new member agencies into the Task Force will require unanimous approval of a new sharing percentage.

Should seizures occur as contemplated and authorized by the Official Code of Georgia Annotated, civil proceedings required for the forfeiture shall be handled under the authority of the District Attorney or their designee. An Agent / Officer / Deputy assigned to the Task Force shall investigate and handle any administrative matters, including preparation of documents, to ensure that all seizures and forfeitures are handled and adjudicated according to law and the policy and practice of the affected District Attorney's Office. Any applicable fees will be paid from the proceeds provided in O.C.G.A. 16-13-49.

SECTION IV

The Lanier Regional Drug Task Force will operate combined narcotics, vice, and intelligence units within the Task Force. Lieutenant Michael McCarron (Badge# 2416) of the Forsyth County, GA Sheriff's Office is designated as the Lanier Regional Drug Task Force Commander and shall report to the Board regarding official Task Force business. The Task Force Commander may communicate with the Board of Directors in-person or by email. Task Force supervisors will be designated by the Task Force Commander and approved by the Board of Directors. The total number of agents, administrative assistants, or analysts assigned to the Task Force will be determined at the discretion of the Chief Law Enforcement Officer of each member agency.

SECTION V

Once constituted, the Board of Directors will establish written policies and procedures for the Lanier Regional Drug Task Force and shall ensure that such policies and procedures are provided to each member of the Board of Directors and each employee of the various agencies assigned to the Task Force. The Board of Directors shall review the written policies and procedures at such time as may be required for the successful operation of the Task Force and make modifications deemed appropriate or necessary by the Board of Directors.

Whenever a Task Force Agent / Officer / Deputy is working pursuant to this agreement, the Task Force Agent / Officer / Deputy shall abide by and be subject to the policies and procedures of the Task Force and the direction of a Superior Task Force Agent / Officer / Deputy. In the absence of applicable Task Force policy or procedure, or if such policy or

procedure, or directive conflicts with the rules, regulations, personnel policies, general orders, and standard operating procedures of their own employer, then such rules, regulations, personnel policies, general orders, and standard operating procedures shall control and supersede Task Force policy, procedure, or direction.

SECTION VI

The nature and scope of a narcotics / vice type unit requires specialized equipment for agents to properly be outfitted to perform the job requirements. Each agency agrees to procure the specialized equipment such as, but not limited to, appropriate outer body armor with task force identification, appropriate firearm(s), appropriate firearm holster and taser holster, appropriate duty gear, appropriate cellular telephone, appropriate laptop computer, suitable agency assigned vehicle, and other task force items as deemed necessary by the Board of Directors.

SECTION VII

Any member of the Board of Directors of the Lanier Regional Drug Task Force can opt out of this agreement and participation in the Task Force by submitting a notice to separate or resign to the Board of Directors for action. The Board will act on any notice submitted in writing upon receipt of notice provided the notice is submitted at least ninety (90) days prior to the intended withdrawal from the Board of Directors and/or Task Force. All financial obligations, less previously approved lease agreements, shall terminate upon the expiration of the 90 days or specified resignation date.

MEMORANDUM OF UNDERSTANDING

SIGNATURE PAGE

Sheriff, Forsyth County, GA — 11/5/2024 Date

Sheriff, Dawson County, GA — 10/31/2024 Date

Chief of Police, City of Johns Creek, GA — 10/29/2024 Date

Mayor, City of Johns Creek, GA — 10-21-2024 Date

Chief of Police, City of Milton, GA — 10/29/2024 Date

Mayor, City of Milton, GA — 10/30/2024 Date

GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, we recommend reporting this to the Department of Community Affairs.

COUNTY: FULTON COUNTY	**Service: Economic Development/Business Attraction**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):**Type Name of the single Government, Authority or Organization Here**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of the single Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

e.) ☒ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **Fulton County provides service countywide. Each city (Alpharetta, Atlanta, Chattohoochee Hills, South Fulton, College Park, EastPoint, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, and Union City) provide services within their incorporated boundaries. Other service providers inlcude the Atlanta Development Authority, Atlanta Downtown Improvement District Authority, Urban residential Finance Authority, Atlanta Urban Redevelopment Agency, Atlanta Housing Authority, Atlanta-Fulton County Recreational Authority, Development Authority of Fulton County, Metro Atlanta, Joint Development Authority, Metro Atlanta Rapid Transit Authority, and College Park Business and Industrial Development Authority.**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher

levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County, Alpharetta, Atlanta	General Funds, Grants, Special Services District for Fulton
Chattahoochee Hills, South Fulton	General Funds, Grants
College Park, East Point, Fairburn	General Funds, Grants
Hapeville, Johns Creek, Milton	General Funds, Grants
Mountain Park, Palmetto, Roswell	General Funds, Grants
Sandy Springs, Union City	General Funds, Grants

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

More cites since the last SDS submission

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

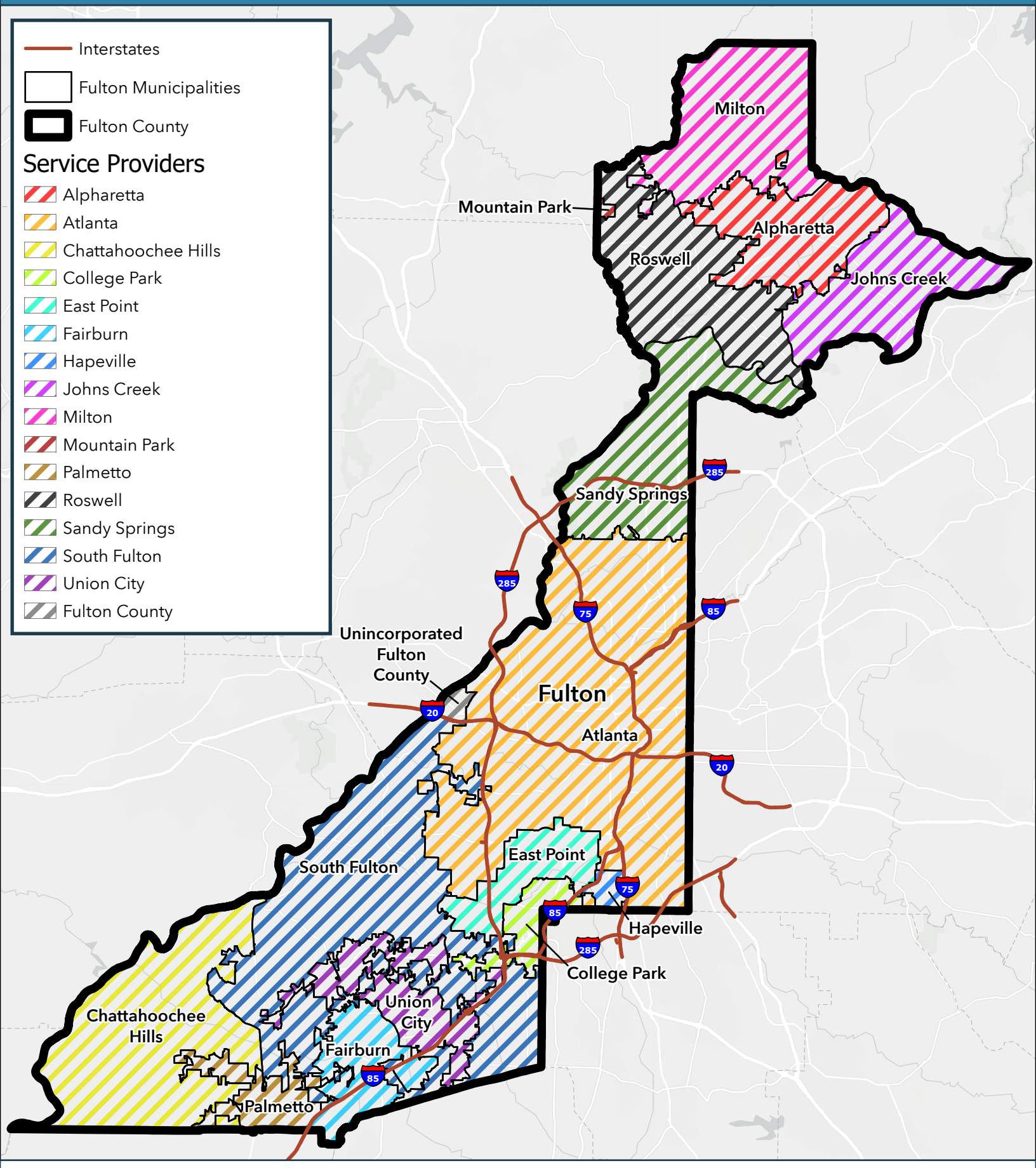
All cities are authorized to create development authorities under general state law

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

Fulton County - SDS 2026 Economic Development/ Business Attraction Service Map



FULTON COUNTY

GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY: FULTON COUNTY	**Service: Elections and Voter Registration (General)**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of the single Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

e.) ☒ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County	General Funds, Grants, Fees

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

Splitting up of federal and state elections from the municipal elections

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

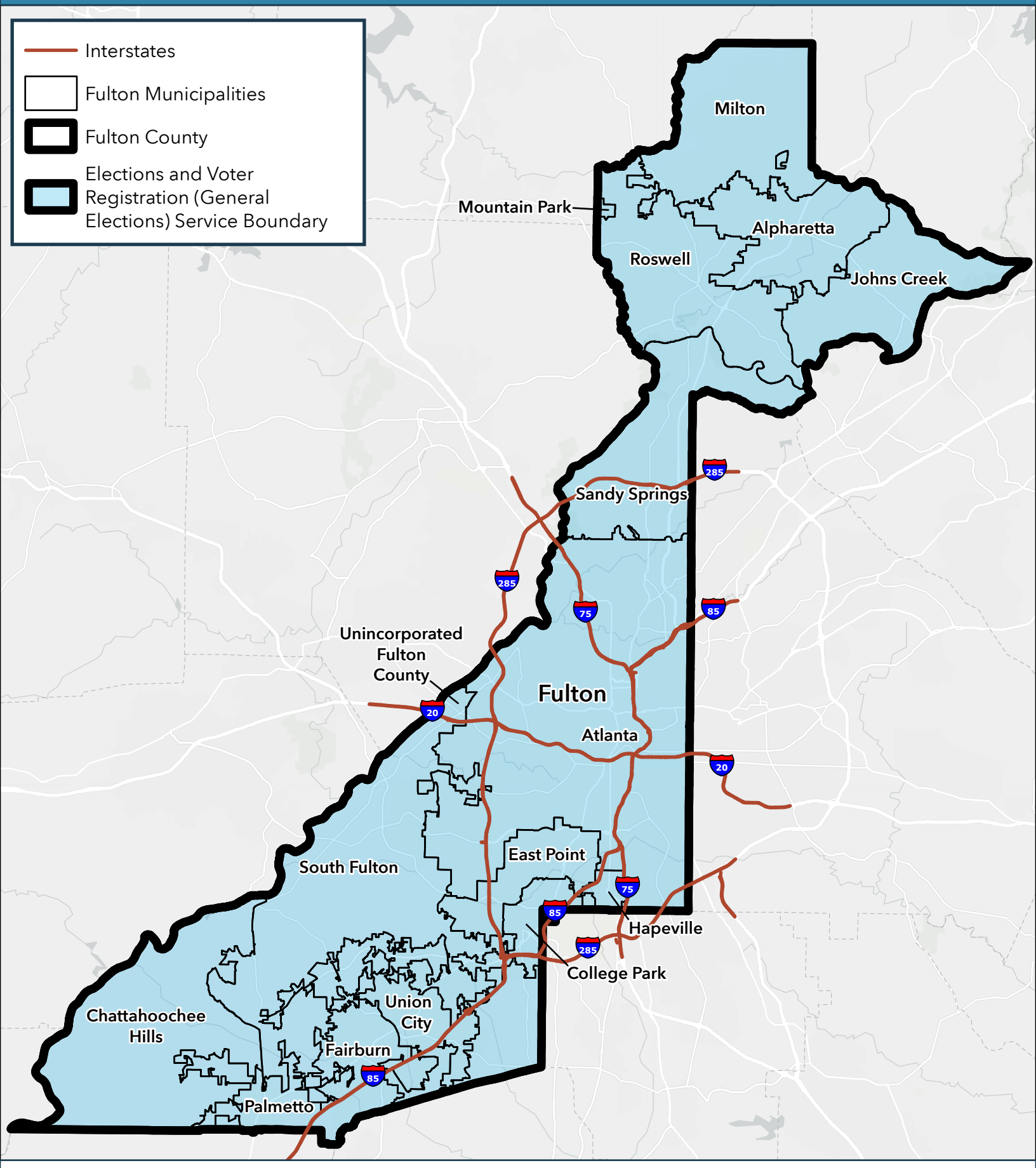
Not applicable, it is required by law

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

Fulton County - SDS 2026 Elections and Voter Registration (General Elections) Service Map



GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

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COUNTY: FULTON COUNTY	**Service: Elections and Voter Registration (Municipal)**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of the single Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

e.) ☒ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **Fulton County, Alpharetta, Atlanta, Chattahoochee Hills, South Fulton, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, Union City.**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County, Alpharetta, Atlanta	General Funds, Grants, Fees
Chattahoochee Hills, South Fulton	General Funds, Grants, Fees
College Park, East Point, Fairburn	General Funds, Grants, Fees
Hapeville, Johns Creek, Milton	General Funds, Grants, Fees
Mountain Park, Palmetto, Roswell	General Funds, Grants, Fees
Sandy Springs, Union City	General Funds, Grants, Fees

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

Breaking up the municipal elections from federal and state elections

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Alpharetta MOU	Fulton County and Alpharetta	Done every other year
Atlanta MOU	Fulton County and Atlanta	Done every other year
Chattahooche Hills MOU	Fulton County and Chattahoochee Hills	Done every other year
South Fulton MOU	Fulton County and South Fulton	Done every other year
College Park MOU	Fulton County and College Park	Done every other year
East Point MOU	Fulton County and East Point	Done every other year

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

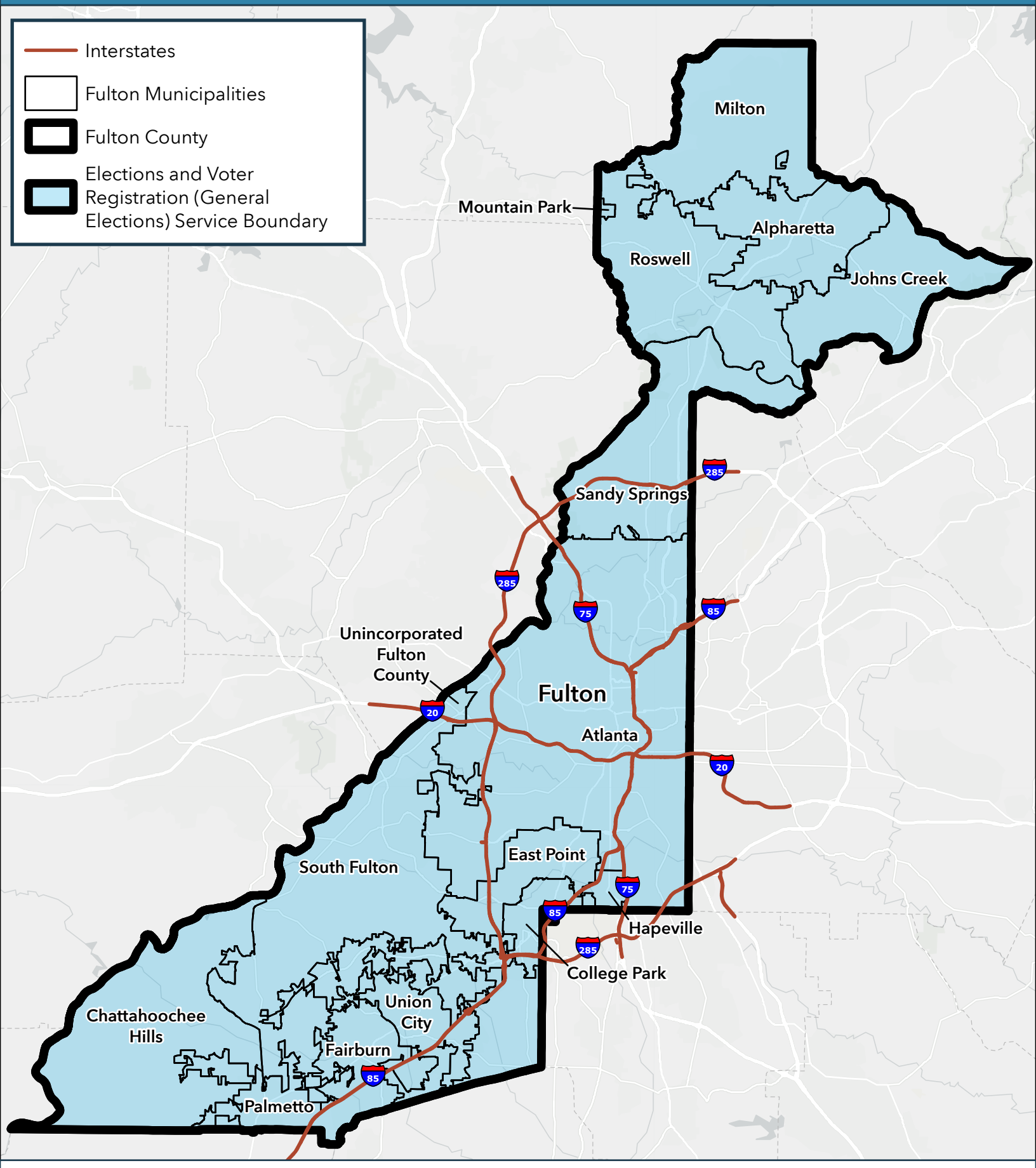
These MOU's are redone every other year for municipal elections, and if there are any federal or state elections that are happening within the boundaries of that city at the same time, Fulton County covers the cost.

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

Fulton County - SDS 2026 Elections and Voter Registration (General Elections) Service Map

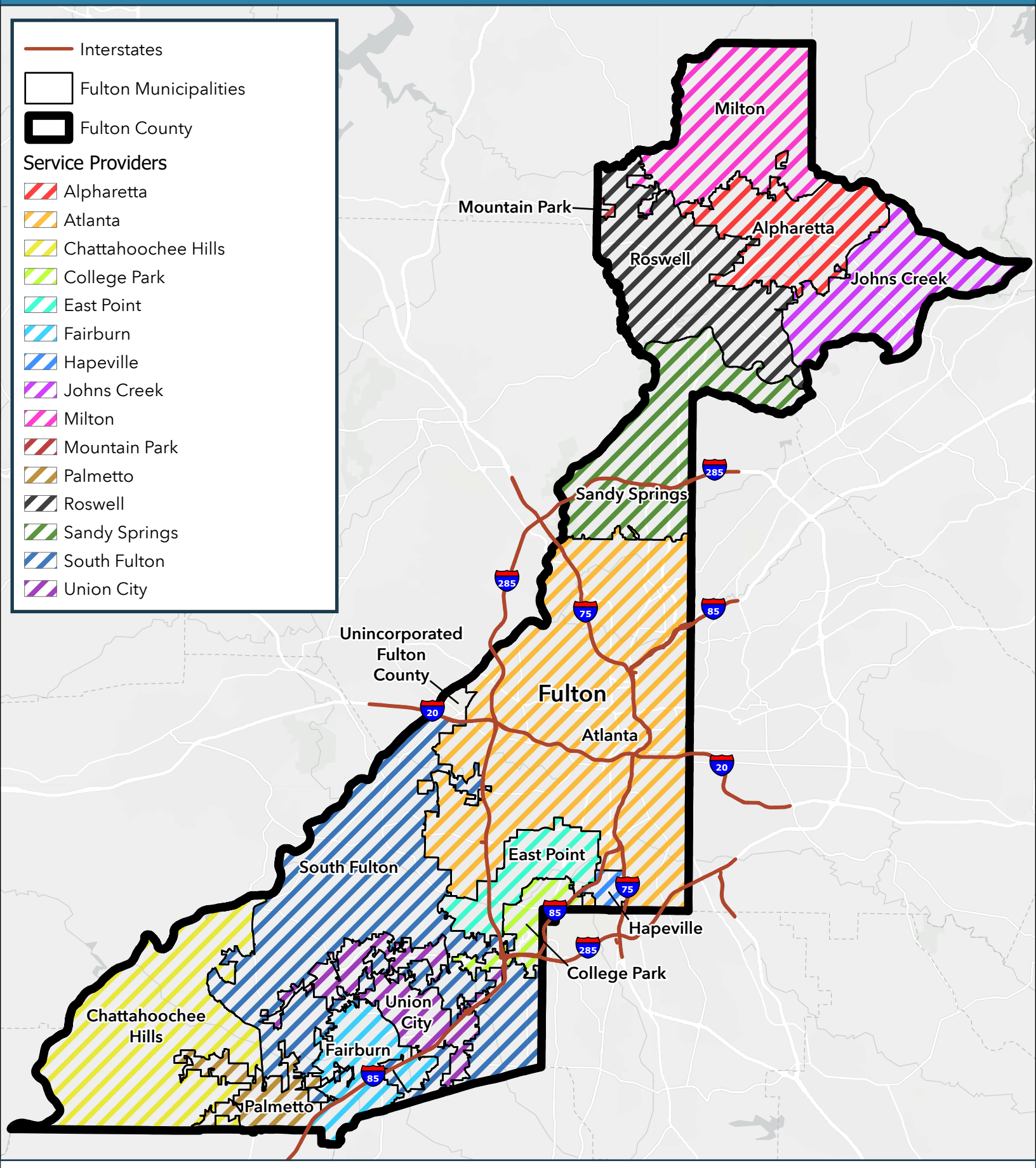


SUPPLEMENTAL PAGE TO FORM 2 – Elections Municipal

Agreements Continued:

Agreement Name	Contracting Parties	Effective and Ending Dates
Fairburn MOU	Fulton County and Fairburn	Done every other year
Hapeville MOU	Fulton County and Hapeville	Done every other year
Johns Creek MOU	Fulton County and Johns Creek	Done every other year
Milton MOU	Fulton County and Milton	Done every other year
Mountain Park MOU	Fulton County and Mountain Park	Done every other year
Palmetto MOU	Fulton County and Palmetto	Done every other year
Roswell MOU	Fulton County and Roswell	Done every other year
Sandy Springs MOU	Fulton County and Sandy Springs	Done every other year
Union City MOU	Fulton County and Union City	Done every other year

Fulton County - SDS 2026 Elections and Voter Registration (Municipal Elections) Service Map



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FULTON COUNTY

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ELECTION SERVICES BETWEEN FULTON COUNTY, GEORGIA and CITY OF ALPHARETTA, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 18th day of August, 2025, between Fulton County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of Alpharetta, Georgia ("City"), a municipal corporation lying wholly or partially within the County (each a "Party" and collectively the "Parties").

WHEREAS, the Parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City desires to contract with the County to conduct the City's 2025 general election and potential runoff elections for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality, via adoption of an ordinance, may authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may request that the county perform all duties as superintendent of elections as specified in Title 21 of Georgia Law.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1 - CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the Parties that any elections which the County has agreed to perform based on the City's request ("City Elections") shall be conducted in compliance with all applicable federal, state, and local legal requirements.

1.2 For each election that the City would like the County to perform, the City, at its sole option, shall submit to County a request for the County to conduct the City's municipal election, in the form attached hereto as Exhibit A. Requests must be made and received at the address specified in the Notice Section below no later than **April 28, 2025** to allow the County sufficient advance time and notice to adequately prepare to conduct the City Election. If a request is not made and received within the prescribed time, the County shall not conduct the City's election even if the City has so requested the County conduct an election.

1.3 In the event the City requires a special election as defined by O.C.G.A. § 21-2-2(33), the City and the County shall confer as allowed by law and determine the cost the City will pay for the County's election services, and a mutually convenient date to conduct any such election.

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by the Chairman of the Fulton County, Georgia Board of Commissioners, or on behalf of the governing authority of Fulton County, Georgia and will terminate on **December 31, 2025**, unless otherwise terminated as set forth herein.

ARTICLE 3 - DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, and contingent upon the City's timely request and agreement by the County to conduct a City election, each Party shall provide the following enumerated services for the election to be held **November 4, 2025**, and any associated runoff elections which may occur:

3.1 The County, through the Department of Registration and Elections ("DRE") or their designee(s), shall be responsible for:

a) Designating early and advance voting sites and hours;

b) Placing the City's candidate(s) on the electronic and printed ballots for City Elections after qualifying;

c) Placing the City's referendum question(s) on the ballot for a City Election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);

d) Hiring, training, supervising, and paying poll officers and absentee ballot clerks;

e) Preparing and submitting to the City Clerk, as required by O.C.G.A. § 21-2-224(e), a list of electors;

f) Performing duties of elections Superintendent and absentee ballot clerk for the **November 4, 2025**, City Election and any associated runoff elections which may occur;

g) Performing logic and accuracy testing as required by Sections 183-1-12-.08 of the Official Compilation of Rules and Regulations of the State of Georgia;

h) Providing staff, equipment and supplies for conducting the **November 4, 2025**, City general election, and any associated runoff elections which may occur, at City polling places on City Election days and for conducting recounts as may be required;

i) Certifying City Election returns as required by O.C.G.A. § 21-2-493, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk or as otherwise directed; and

j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts.

3.2 The City shall be responsible for:

a) Recommending, with the understanding that the County shall make the final determination of, early voting sites and hours of operation to the County in conformance with current election laws and regulations;

b) Adopting Election ordinances pursuant to O.C.G.A. § 21-2-45(c);

c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*;

d) Fixing and publishing the qualifying fee as required by O.C.G.A. § 21-2-131;

e) Collecting and retaining the qualifying fee as required by O.C.G.A. § 21-2-131, as it may be amended;

f) Pursuant to O.C.G.A. § 21-2-260 *et seq.*, providing legal notice and adopting municipal precinct lines and municipal polling place locations as set by Fulton County.

g) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

h) Verifying the City's voter list and street maintenance files by **September 26, 2025.**

i) Providing the County with an electronic copy of referendums that must be placed on a ballot;

j) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and

k) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4 - COMPENSATION AND CONSIDERATION

4.1 To conduct the general elections and associated run-off elections for all fifteen (15) municipalities within the County's geographical territory, the County estimates that the total cost to the County will be **$5,571,776.00** to conduct general municipal elections and **$2,387,629.00** to conduct any associated runoff elections.

4.2 In consideration for the County's election services, the City shall pay an estimated pro-rata share of the total election cost based on the City's number of registered voters. Payments must be received by the County at least four (4) months prior to the date of the City's scheduled general election and two (2) weeks prior to any associated run-off election.

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4.5 If the actual cost to the County to conduct the City's general election or associated runoff elections exceeds the estimated pro-rata share advance payment made by the City, the City shall pay such excess amount to the County within thirty (30) days of the County's request for payment of the excess amount. Failure on the part of the City to remit payment timely is a material breach of this Agreement.

4.6 Notwithstanding anything else in this Agreement to the contrary, in compliance with O.C.G.A. § 21-2-45(c), the City understands and agrees that it shall be responsible for paying all costs incurred by the County in performing election services which the City has requested from the County.

ARTICLE 5 - SECURITY

5.1 The City shall be solely responsible for providing security at City polling places during the election periods in this Agreement. Additionally, the City shall ensure that the security personnel provided strictly comply with the Law Enforcements Guidelines attached hereto as Exhibit B. The City shall be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel provided by the City.

5.2 The County shall not be responsible for providing security at the polling places during the election periods in this Agreement. Furthermore, the County shall not be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel not provided by the County, or the security personnel provided by the City. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

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6.1 The City shall be solely responsible for any liability resulting from any claims or litigation alleged to have arisen solely from the acts of the City, City's agents or City employees, in connection with any City Election held pursuant to this Agreement. The County shall be solely responsible for any liability resulting from any claims or litigation arising solely from the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. If liability resulting from such claims or litigation is found to be attributable to the City, the City agrees to reimburse the County for associated costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any such invoice for reimbursement from the County.

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7.1 All County personnel assigned under this Agreement are and will continue to be under the supervision of the Fulton County Director of the DRE.

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9.1 The DRE is the central repository for all DRE records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

9.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records stemming from the services provided under this Agreement, at a mutually agreed upon time to ensure compliance with this Agreement.

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Each Party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each Party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-Verify and Title VI requirements under applicable law.

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Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The Parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

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Either Party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever or no reason at all, by notice in writing to the other Party delivered at least thirty (30) days prior to the effective date of the termination. Upon termination, the City shall be responsible for any and all costs the County has incurred, for preparation and/or performance of the City Election, up to receipt of notice to terminate this Agreement. Without terminating this Agreement, the County may suspend, delay, or interrupt all or any part of its responsibilities under this Agreement for the period of time that the County determines appropriate for its convenience.

ARTICLE 13 - NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested, or statutory overnight delivery. The Parties further agree to provide to each other non-binding duplicate electronic mail notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Superintendent or by the County to the City Clerk. Notices shall be addressed to the Parties at the following addresses:

If to the County:

Fulton County Board of Registration and Elections
Attn: Director
5600 Campbellton Fairburn Road
Fairburn, GA 30213

With a copy to:

Fulton County Office of the County Attorney
Attn: County Attorney
141 Pryor Street SW, Suite 4038
Atlanta, Georgia 30303

If to the City:

City Clerk
2 Park Plaza
Alpharetta, Georgia 30009

City Attorney

With a copy to: Jarrard & Davis, LLP
222 Webb Street
Cumming, Georgia 30040

ARTICLE 14 - NON-ASSIGNABILITY

Neither Party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 15 - ENTIRE AGREEMENT

The Parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the Parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All Parties must sign any subsequent changes in the Agreement.

ARTICLE 16 - SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any Party institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

ARTICLE 17 - BINDING EFFECT

This Agreement is intended for the benefit of the Parties hereto and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

ARTICLE 18 - COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument. Electronic signatures shall have the same weight and effect of wet signatures.

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

DATE:

Attest:
Tonya R. Grier, Clerk to Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

APPROVED AS TO SUBSTANCE:

Nadine Williams, Director
Fulton County Department of Registration and Elections

ITEM #25-0758 FRM 10/01/25
FIRST REGULAR MEETING

[Signatures Continued on Following Page]

CITY OF ALPHARETTA, GEORGIA

Jim Gilvin, Mayor

APPROVED AS TO FORM:

City Attorney

APPROVED AS TO SUBSTANCE:

Chris Lagerbloom, City Administrator

EXHIBIT A

As per the Agreement executed on August 18th, 2025, the City of Alpharetta, hereby requests that Fulton County conduct its General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

The last day to register to vote in this election is **October 6, 2025**.

The list of early voting locations will be forthcoming.

.

This 18th day of August, 2025

Lauren Shapiro
City Clerk

Fulton County, Georgia agrees to conduct the City of Alpharetta's General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

This 1 day of October, 2025.

(SEAL)

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

https://fc0365.sharepoint.com/sites/CountyAttorney/CAContracts/Elections/2025 Elections Municipal IGA/02.24.23 2025 IGA - ELECTIONS TEMPLATE for Cities.docx

ITEM # 25-0750 FRM 10/01/25
FIRST REGULAR MEETING

Exhibit B
INVOICE

Fulton County Department of Registration and Elections
5600 Campbellton Fairburn Road
Fairburn, Georgia 30213
Phone: (404) 612-7020

Date: 7/1/2025
INVOICE # ALP122025

TO
City of Alpharetta
City Clerk's Office
Two South Main Street
Alpharetta, GA 30201
678-297-6003
Attn: Ms. Lauren Shapiro

Item no.	Description	Total
1	Advance to Conduct City of Alpharetta Public Service Commission General / Municipal General Runoff Election - December 2, 2025	$136,572.46
	TOTAL DUE	$ 136,572.46

MAKE CHECK PAYABLE TO: "FULTON COUNTY DIRECTOR OF FINANCE"
MAIL TO: 5600 CAMPBELLTON FAIRBURN ROAD FAIRBURN, GA 30213
PAYMENT DUE: NOVEMBER 18, 2025

LAW ENFORCEMENT GUIDELINES

FULTON VOTES

On behalf of the Fulton County voters and poll workers, we extend our gratitude to all law enforcement officers who have volunteered to help secure the election process. Your service in ensuring a safe voting environment for both voters and poll workers is deeply appreciated.

We respectfully request that all law enforcement officers familiarize themselves with the following protocols and election laws. For any concerns or potential violations, please consult with the Poll Manager for guidance.

Please review the following protocols:

- All officers are required to sign in with the Poll Manager using the Technician iPad upon both arrival and departure. This will ensure proper verification and processing of invoices for payroll purposes.
- Officers must remain inside the precinct for the duration of their work hours, unless specifically assigned to parking or traffic monitoring. The visible presence of officers is crucial for maintaining the security of the polling location.
- Officers are requested to stay on-site until the Poll Manager has fully completed both the opening and closing procedures. Although voting hours end at 7 PM, the closing of the polls and other related tasks occur afterward. For the security of the Poll Manager and poll staff, officers are to remain on the premises until all poll workers have left. Officers will be compensated for the full hours worked.

For your reference, here are the most common incidents at polling locations that require adherence to election codes:

- Voting Hours: Voters who are in line at the time of poll closing must be allowed to vote. Please refer to the Advance Voting schedule for specific hours. On Election Day, all polls close at 7 PM, and voters in line by 7 PM are to be permitted to vote.
- Poll Watchers & Monitors: Poll watchers and Monitors must present their Fulton County Registration & Elections-issued ID upon arrival. The Poll Manager will have a list of verified poll watchers and monitors. Only those listed, with credential letters on file and an ID issued by our office, are permitted. For any needed verification, the Poll Manager should contact the Fulton County Department of Registration & Elections Call Center.
- Telephone Usage: No person is permitted to use cameras, electronic monitoring devices, or cell phones inside polling places while voting is taking place. Poll watchers and Monitors are also prohibited from using such devices or cell phones within the enclosed space where they are observing the election and the vote counting process.
- Interference/Harassment: Any interference with the election process is illegal. Harassment of poll workers, voters, or any actions that obstruct poll workers from completing their duties will not be tolerated. The Poll Manager has the authority to ask public observers, voters, monitors, or poll watchers to leave or be removed if necessary.
- Exit Polling: Exit polling or public opinion polling is only allowed within 25 feet of the exit of any building containing a polling location. Polling is not permitted at the entry of the polling location or before voters have cast their ballots.
- No Campaigning: Campaigning within 150 feet of the outer edge of any building containing a polling place is strictly prohibited. This includes clothing, signs on vehicles, and any other campaign material. The name of any candidate on the ballot cannot be displayed. Poll watchers and monitors must also follow the 150-foot rule and are not allowed to engage in any form of campaigning within the polling place.
- Media: Before media personnel are permitted inside the polling site, coordination must be made with Fulton County External Affairs, Regina Waller, 404-735-8889, to ensure that media guidelines are followed.
- Events/Water/Food for Voters: Any events, as well as water or food distribution to voters, must take place at least 150 feet from the outer edge of any building containing a polling place.
- Public Observation: Members of the public are allowed to observe the opening and closing of the polls, both before and after voting hours. The public must not be locked out of the polling place during these times. However, they are not permitted inside the enclosed space (beyond the poll pads or near the voting equipment) unless they are actively voting. Poll watchers and monitors are allowed inside the enclosed space.

Thank you for your service and support.

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ELECTION SERVICES BETWEEN FULTON COUNTY, GEORGIA and CITY OF ATLANTA, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into this ____ day of _____, 2025, between Fulton County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of Atlanta, Georgia ("City"), a municipal corporation lying wholly or partially within the County (each a "Party" and collectively the "Parties").

WHEREAS, the Parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City desires to contract with the County to conduct the City's 2025 general election and potential runoff elections for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality, via adoption of an ordinance, may authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may request that the county perform all duties as superintendent of elections as specified in Title 21 of Georgia Law.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1 - CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the Parties that any elections which the County has agreed to perform based on the City's request ("City Elections") shall be conducted in compliance with all applicable federal, state, and local legal requirements.

1.2 For each election that the City would like the County to perform, the City, at its sole option, shall submit to County a request for the County to conduct the City's municipal election, in the form attached hereto as Exhibit A. Requests must be made and received at the address specified in the Notice Section below no later than **April 28, 2025** to allow the County sufficient advance time and notice to adequately prepare to conduct the City Election. If a request is not made and received within the prescribed time, the County shall not conduct the City's election even if the City has so requested the County conduct an election.

1.3 In the event the City requires a special election as defined by O.C.G.A. § 21-2-2(33), the City and the County shall confer as allowed by law and determine the cost the City will pay for the County's election services, and a mutually convenient date to conduct any such election.

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by the Chairman of the Fulton County, Georgia Board of Commissioners, or on behalf of the governing authority of Fulton County, Georgia and will terminate on **December 31, 2025**, unless otherwise terminated as set forth herein.

ARTICLE 3 - DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, and contingent upon the City's timely request and agreement by the County to conduct a City election, each Party shall provide the following enumerated services for the election to be held **November 4, 2025**, and any associated runoff elections which may occur:

3.1 The County, through the Department of Registration and Elections ("DRE") or their designee(s), shall be responsible for:

a) Designating early and advance voting sites and hours;

b) Placing the City's candidate(s) on the electronic and printed ballots for City Elections after qualifying;

c) Placing the City's referendum question(s) on the ballot for a City Election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);

d) Hiring, training, supervising, and paying poll officers and absentee ballot clerks;

e) Preparing and submitting to the City Clerk, as required by O.C.G.A. § 21-2-224(e), a list of electors;

f) Performing duties of elections Superintendent and absentee ballot clerk for the **November 4, 2025**, City Election;

g) Performing logic and accuracy testing as required by Sections 183-1-12-.08 of the Official Compilation of Rules and Regulations of the State of Georgia;

h) Providing staff, equipment and supplies for conducting the **November 4, 2025**, City general election at City polling places on City Election days and for conducting recounts as may be required;

i) Certifying City Election returns as required by O.C.G.A. § 21-2-493, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk or as otherwise directed; and

j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts.

3.2 The City shall be responsible for:

a) Recommending, with the understanding that the County shall make the final determination of, early voting sites and hours of operation to the County in conformance with current election laws and regulations;

b) Adopting Election ordinances pursuant to O.C.G.A. § 21-2-45(c);

c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*;

d) Fixing and publishing the qualifying fee as required by O.C.G.A. § 21-2-131;

e) Collecting and retaining the qualifying fee as required by O.C.G.A. § 21-2-131, as it may be amended;

f) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

g) Verifying the City's voter list and street maintenance files by **September 26, 2025**.

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Either Party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever or no reason at all, by notice in writing to the other Party delivered at least thirty (30) days prior to the effective date of the termination. Upon termination, the City shall be responsible

for any and all costs the County has incurred, for preparation and/or performance of the City Election, up to receipt of notice to terminate this Agreement. Without terminating this Agreement, the County may suspend, delay, or interrupt all or any part of its responsibilities under this Agreement for the period of time that the County determines appropriate for its convenience.

ARTICLE 13 - NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested, or statutory overnight delivery. The Parties further agree to provide to each other non-binding duplicate electronic mail notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Superintendent or by the County to the City Clerk. Notices shall be addressed to the Parties at the following addresses:

If to the County:

Fulton County Board of Registration and Elections
Attn: Director
5600 Campbellton Fairburn Road
Fairburn, GA 30213

With a copy to:

Fulton County Office of the County Attorney
Attn: County Attorney
141 Pryor Street SW, Suite 4038
Atlanta, Georgia 30303

If to the City:

City Clerk

With a copy to:

City Attorney

ARTICLE 14 - NON-ASSIGNABILITY

Neither Party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 15 - ENTIRE AGREEMENT

The Parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the Parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All Parties must sign any subsequent changes in the Agreement.

ARTICLE 16 - SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any Party institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

ARTICLE 17 - BINDING EFFECT

This Agreement is intended for the benefit of the Parties hereto and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

ARTICLE 18 - COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument. Electronic signatures shall have the same weight and effect of wet signatures.

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier, Clerk to Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

APPROVED AS TO SUBSTANCE:

Nadine Williams, Director
Fulton County Department of Registration and Elections

[Signatures Continued on Following Page]

ITEM #25-0150 FRM 10/01/25
FIRST REGULAR MEETING

CITY OF ATLANTA, GEORGIA

_____ **(SEAL)**

Mayor

APPROVED AS TO FORM:

_____

City Attorney

APPROVED AS TO SUBSTANCE:

_____

City Clerk

EXHIBIT A

As per the Agreement executed on July 21, 2025, the City of Atlanta, hereby requests that Fulton County conduct its General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

The last day to register to vote in this election is **October 6, 2025**.

The list of early voting locations will be forthcoming.

.

This 21st day of July, 2025.

City Clerk (SEAL)

Fulton County, Georgia agrees to conduct the City of Atlanta's General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

This 1 day of October, 2025.

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

(SEAL) BOARD OF COMMISSIONERS FULTON COUNTY Georgia FOUNDED, 18

https://fc0365.sharepoint.com/sites/CountyAttorney/CAContracts/Elections/2025 Elections Municipal IGA/02.24.23 2025 IGA - ELECTIONS TEMPLATE for Cities.docx

ITEM #25-0750 FRM 10/01/25
FIRST REGULAR MEETING

CITY COUNCIL
ATLANTA, GEORGIA

25-R-3658

A RESOLUTION BY COMMITTEE ON COUNCIL AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH FULTON COUNTY TO CONDUCT THE 2025 CITY OF ATLANTA MUNICIPAL GENERAL ELECTION AND ANY SPECIAL ELECTION(S) HELD IN CONJUNCTION THEREWITH ON NOVEMBER 4, 2025 AND IF NECESSARY, TO CONDUCT A CITY OF ATLANTA GENERAL RUNOFF ELECTION TO BE HELD ON DECEMBER 2, 2025 OR SUCH OTHER AUTHORIZED DATE; TO APPOINT THE FULTON COUNTY BOARD OF REGISTRATION AND ELECTIONS, WITH THE DIRECTOR OF THE FULTON COUNTY DEPARTMENT OF REGISTRATION AND ELECTIONS ACTING AS ITS AGENT, AS MUNICIPAL ELECTION SUPERINTENDENT FOR THE PURPOSE OF CONDUCTING SAID ELECTION(S), AS ABSENTEE BALLOT CLERK AND AS MUNICIPAL REGISTRAR; AND FOR OTHER PURPOSES.

WHEREAS, in accordance with Section 21-2-9 (c) of the Georgia Election Code there shall be a City of Atlanta General Municipal Election on November 4, 2025, in all of the City's regular and customary precincts and polling places within Fulton and DeKalb Counties; with such polling places to remain open continuously from 7:00 a.m. until 8:00 p.m. in accordance with Section 21-2-403 of the Georgia Election Code; and if necessary, there shall be a General Run-Off Election in all applicable precincts on December 2, 2025; and

WHEREAS, in accordance with Section 21-2-45 (c) of the Georgia Election Code, the Fulton County Board of Registration and Elections has requested that the City of Atlanta enter into an Intergovernmental Agreement ("IGA") for the conduct of the November 4, 2024, General Municipal Election, and if necessary, the December 3, 2025, General Run-Off Election; and

WHEREAS, the City of Atlanta wishes to enter into said IGA with Fulton County for the conduct of the General Municipal Election to be held on the statutorily authorized date of November 4, 2025, and any necessary General Run-Off election to be held on December 3, 2025 or such other authorized date; and

WHEREAS, in accordance with Official Code of Georgia Sections 21-2-70.1(b), 21-2-380.1 and 21-2-212(c), the governing authority of the City of Atlanta is to appoint a municipal election superintendent, an absentee ballot clerk and a municipal registrar in a public meeting and the appointments shall be recorded in the minutes of said meeting; and

WHEREAS the City of Atlanta will advance all expenses associated with such election(s) in a manner provided in said IGA.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that in accordance with Section 21-2-45(c) of the Georgia Election Code, the Mayor of the City of Atlanta is hereby authorized to enter into an IGA with Fulton County to conduct the November 4, 2025 General Municipal Election, and if necessary, the December 3, 2025 General Run-Off Election within the City of Atlanta ("City") in both Fulton County and DeKalb County, at all of the regular and customary precincts and polling places; as requested by the City in accordance with the IGA, in substantially similar form as Exhibit A, attached hereto; and

BE IT FURTHER RESOLVED, that the conduct of the General Municipal Election and any necessary General Run-off election includes the full operation of all early voting locations and processes; and

BE IT FURTHER RESOLVED, that the Atlanta City Council, in accordance with O.C.G.A. Section 21-2-70.1(b) of the Georgia Election Code does hereby appoint the Fulton County Board of Registration and Elections, with the Director of the Fulton County Department of Registration and Elections acting as

its agent, as the Municipal Election Superintendent for the purpose of conducting said City of Atlanta General Municipal Election and any necessary General Run-Off Election in all precincts within the City of Atlanta in both Fulton County and DeKalb County.

BE IT FURTHER RESOLVED, that the Atlanta City Council, in accordance with O.C.G.A. Section 21-2-380.1 does hereby appoint the Fulton County Board of Registration and Elections, with the Director of the Fulton County Department of Registration and Elections acting as its agent, as Absentee Ballot Clerk for said Election(s).

BE IT FURTHER RESOLVED, that the Atlanta City Council, in accordance with O.C.G.A. Section 21-2-212(c) does hereby appoint the Fulton County Board of Registration and Elections, with the Director of the Fulton County Department of Registration and Elections acting as its agent, as Municipal (Chief) Registrar for said Election(s).

BE IT FURTHER RESOLVED, that the projected cost, calculated by and received from Fulton County, to conduct the November 4, 2025General Municipal Election is $0; and the projected not to exceed cost to conduct the December 3, 2025 General Run-Off Election (if necessary) is $1,110,138.48, for a total not to exceed $1,110,138.48, shown as Exhibit B.

BE IT FURTHER RESOLVED That the City of Atlanta shall pay Fulton County an amount not to exceed $1,110,138.48 for the conduct of said General Run-Off Election (if necessary).

BE IT FURTHER RESOLVED, that the City of Atlanta shall pay Fulton County an amount not to exceed $1,110,138.48 for the conduct of said General Municipal Election and General Run-Off Election (if necessary).

BE IT FURTHER RESOLVED, that the City Attorney be and is hereby directed to prepare an appropriate intergovernmental agreement with Fulton County for execution by the Mayor, in substantially the form attached hereto and identified as Exhibit A, and to be approved by the City Attorney as to final form.

BE IT FURTHER RESOLVED,: that the intergovernmental agreement with Fulton County shall not become binding on the City and the City shall incur no liability upon same until such agreement has been signed by the Mayor, signed, sealed and delivered by the Municipal Clerk to the contracting party; and

BE IT FURTHER RESOLVED, that all fees authorized pursuant to said IGA shall be charged to and paid from Account Number 1001 (General Fund) 200317 (Ndp - Fulton County Election Expense) 5710001 (Payments to Other Govt's) 1400000 (Elections).

BE IT FINALLY RESOLVED that all resolutions or parts of resolutions in conflict herewith are hereby waived to the extent of the conflict.

A true copy,

Corrine A. Lindo

Municipal Clerk

ADOPTED by the Atlanta City Council **JUL 07, 2025**

APPROVED per City Charter Section 2-403 **JUL 16, 2025**

LEGISLATION HISTORY – BLUE BACK

A RESOLUTION BY COMMITTEE ON COUNCIL AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH FULTON COUNTY TO CONDUCT THE 2025 CITY OF ATLANTA MUNICIPAL GENERAL ELECTION AND ANY SPECIAL ELECTION(S) HELD IN CONJUNCTION THEREWITH ON NOVEMBER 4, 2025 AND IF NECESSARY, TO CONDUCT A CITY OF ATLANTA GENERAL RUNOFF ELECTION TO BE HELD ON DECEMBER 2, 2025 OR SUCH OTHER AUTHORIZED DATE; TO APPOINT THE FULTON COUNTY BOARD OF REGISTRATION AND ELECTIONS, WITH THE DIRECTOR OF THE FULTON COUNTY DEPARTMENT OF REGISTRATION AND ELECTIONS ACTING AS ITS AGENT, AS MUNICIPAL ELECTION SUPERINTENDENT FOR THE PURPOSE OF CONDUCTING SAID ELECTION(S), AS ABSENTEE BALLOT CLERK AND AS MUNICIPAL REGISTRAR; AND FOR OTHER PURPOSES.

Workflow List:

Committee on Council	Completed	07/07/2025 11:00 AM
Atlanta City Council	Completed	07/07/2025 1:00 PM

RESULT:	**FAVORABLE [UNANIMOUS]**
MOVER:	Liliana Bakhtiari, District 5
SECONDER:	Byron D. Amos, Vice Chair, District 3
AYES:	Collins, Amos, Bakhtiari, Boone, Farokhi, Shook, Winston

Certified by Presiding Officer	Certified by Clerk
CERTIFIED 7/7/2025 ATLANTA CITY COUNCIL PRESIDENT Doug Shipman	CERTIFIED 7/7/2025 MUNICIPAL CLERK Corrine A Lindo
Mayor's Action *See Authentication Page Attachment*	

ADOPTED BY

COUNCIL 07/07/2025

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ELECTION SERVICES BETWEEN FULTON COUNTY, GEORGIA and CITY OF CHATTAHOOCHEE HILLS, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into this ____ day of _____, 2025, between Fulton County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of Chattahoochee Hills, Georgia ("City"), a municipal corporation lying wholly or partially within the County (each a "Party" and collectively the "Parties").

WHEREAS, the Parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City desires to contract with the County to conduct the City's 2025 general election and potential runoff elections for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality, via adoption of an ordinance, may authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may request that the county perform all duties as superintendent of elections as specified in Title 21 of Georgia Law.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1 - CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the Parties that any elections which the County has agreed to perform based on the City's request

("City Elections") shall be conducted in compliance with all applicable federal, state, and local legal requirements.

1.2 For each election that the City would like the County to perform, the City, at its sole option, shall submit to County a request for the County to conduct the City's municipal election, in the form attached hereto as Exhibit A. Requests must be made and received at the address specified in the Notice Section below no later than **April 28, 2025** to allow the County sufficient advance time and notice to adequately prepare to conduct the City Election. If a request is not made and received within the prescribed time, the County shall not conduct the City's election even if the City has so requested the County conduct an election.

1.3 In the event the City requires a special election as defined by O.C.G.A. § 21-2-2(33), the City and the County shall confer as allowed by law and determine the cost the City will pay for the County's election services, and a mutually convenient date to conduct any such election.

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by the Chairman of the Fulton County, Georgia Board of Commissioners, or on behalf of the governing authority of Fulton County, Georgia and will terminate on **December 31, 2025**, unless otherwise terminated as set forth herein.

ARTICLE 3 - DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, and contingent upon the City's timely request and agreement by the County to conduct a City election, each Party shall provide the following enumerated services for the election to be held **November 4, 2025**, and any associated runoff elections which may occur:

3.1 The County, through the Department of Registration and Elections ("DRE") or their designee(s), shall be responsible for:

a) Designating early and advance voting sites and hours;

b) Placing the City's candidate(s) on the electronic and printed ballots for City Elections after qualifying;

c) Placing the City's referendum question(s) on the ballot for a City Election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);

d) Hiring, training, supervising, and paying poll officers and absentee ballot clerks;

e) Preparing and submitting to the City Clerk, as required by O.C.G.A. § 21-2-224(e), a list of electors;

f) Performing duties of elections Superintendent and absentee ballot clerk for the **November 4, 2025**, City Election;

g) Performing logic and accuracy testing as required by Sections 183-1-12-.08 of the Official Compilation of Rules and Regulations of the State of Georgia;

h) Providing staff, equipment and supplies for conducting the **November 4, 2025**, City general election at City polling places on City Election days and for conducting recounts as may be required;

i) Certifying City Election returns as required by O.C.G.A. § 21-2-493, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk or as otherwise directed; and

j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts.

3.2 The City shall be responsible for:

a) Recommending, with the understanding that the County shall make the final determination of, early voting sites and hours of operation to the County in conformance with current election laws and regulations;

b) Adopting Election ordinances pursuant to O.C.G.A. § 21-2-45(c);

c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*;

d) Fixing and publishing the qualifying fee as required by O.C.G.A. § 21-2-131;

e) Collecting and retaining the qualifying fee as required by O.C.G.A. § 21-2-131, as it may be amended;

f) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

g) Verifying the City's voter list and street maintenance files by **September 26, 2025**.

h) Providing the County with an electronic copy of referendums that must be placed on a ballot;

i) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and

j) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4 - COMPENSATION AND CONSIDERATION

4.1 To conduct the general elections and associated run-off elections for all fifteen (15) municipalities within the County's geographical territory, the County estimates that the total cost to the County will be **$5,571,776.00** to conduct general municipal elections and **$2,387,629.00** to conduct any associated runoff elections.

4.2 In consideration for the County's election services, the City shall pay an estimated pro-rata share of the total election cost based on the City's number of registered voters. Payments must be received by the County at least four (4) months prior to the date of the City's scheduled general election and two (2) weeks prior to any associated run-off election.

4.3 The City's estimated pro-rata share of the total election cost presently is **$0.00** to conduct general municipal elections and **$7,480.12** to conduct any associated runoff elections. This amount is subject to recalculation if the County does not provide all cities within the County's jurisdictional limits with election assistance in 2025. The County will notify the City of any change in the City's estimated pro-rata share no later than **November 14, 2025**.

4.4 If the estimated pro-rata shares payment results in the City making payments in excess of the actual cost of performing the City's requested election services, such excess payments shall be refunded to the City.

4.5 If the actual cost to the County to conduct the City's general election or associated runoff elections exceeds the estimated pro-rata share advance payment made by the City, the City shall pay such excess amount to the County within thirty (30) days of the County's request for payment of the excess amount. Failure on the part of the City to remit payment timely is a material breach of this Agreement.

4.6 Notwithstanding anything else in this Agreement to the contrary, in compliance with O.C.G.A. § 21-2-45(c), the City understands and agrees that it shall be responsible for paying all costs incurred by the County in performing election services which the City has requested from the County.

ARTICLE 5 - SECURITY

5.1 The City shall be solely responsible for providing security at City polling places during the election periods in this Agreement. Additionally, the City shall ensure that the security personnel provided strictly comply with the Law Enforcements Guidelines attached hereto as Exhibit B. The

City shall be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel provided by the City.

5.2 The County shall not be responsible for providing security at the polling places during the election periods in this Agreement. Furthermore, the County shall not be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel not provided by the County, or the security personnel provided by the City. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

ARTICLE 6 - LEGAL RESPONSIBILITIES

6.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

6.2 In the event that a City Election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

6.3 It is the intent of the Parties for them, along with their officials, officers, employees and agents to be covered under the auspices of any applicable immunity granted by law, including sovereign immunity and official or qualified immunities.

6.4 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 7 - EMPLOYMENT STATUS

7.1 All County personnel assigned under this Agreement are and will continue to be under the supervision of the Fulton County Director of the DRE.

7.2 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 8 – VOTE REVIEW PANEL

8.1 O.C.G.A. § 21-2-483 requires the creation of a vote review panel to manually review ballots rejected by the central tabulator. This statute further requires that in nonpartisan elections, the Chief Judge of the Superior Court of Fulton County, Georgia ("Chief Judge") shall appoint two electors of the City, to serve on a vote review panel. To assist with this requirement, the City agrees to provide the County with a list of no less than five responsible and morally upstanding electors of the City, from which the Chief Judge may choose. This list shall be provided no later than **October 3, 2025**.

ARTICLE 9 - RECORDKEEPING AND REPORTING

9.1 The DRE is the central repository for all DRE records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

9.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records stemming from the services provided under this Agreement, at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 10 - E-VERIFY AND TITLE VI

Each Party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each Party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-Verify and Title VI requirements under applicable law.

ARTICLE 11 - AUTHORIZATION

Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The Parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

ARTICLE 12 - TERMINATION AND REMEDIES

Either Party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever or no reason at all, by notice in writing to the other Party delivered at least thirty (30) days prior to the effective date of the termination. Upon termination, the City shall be responsible for any and all costs the County has incurred, for preparation and/or performance of the City Election, up to receipt of notice to terminate this Agreement. Without terminating this Agreement, the County may suspend, delay, or interrupt all or any part of its responsibilities under this Agreement for the period of time that the County determines appropriate for its convenience.

ARTICLE 13 - NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested, or statutory overnight delivery. The Parties further agree to provide to each other non-binding duplicate electronic mail notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Superintendent or by the County to the City Clerk. Notices shall be addressed to the Parties at the following addresses:

If to the County:
Fulton County Board of Registration and Elections
Attn: Director
5600 Campbellton Fairburn Road
Fairburn, GA 30213

With a copy to:
Fulton County Office of the County Attorney
Attn: County Attorney
141 Pryor Street SW, Suite 4038
Atlanta, Georgia 30303

If to the City:
City Clerk
S. Diane White
City of Chattahoochee Hills
6505 Rico Road
Chattahoochee Hills, GA 30268

With a copy to:
City Attorney
Rick Lindsey
Lindsey & Lacy, PC
200 Westpark Drive, Suite 280
Peachtree City, GA 30269

ARTICLE 14 - NON-ASSIGNABILITY

Neither Party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 15 - ENTIRE AGREEMENT

The Parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the Parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All Parties must sign any subsequent changes in the Agreement.

ARTICLE 16 - SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any Party institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

ARTICLE 17 - BINDING EFFECT

This Agreement is intended for the benefit of the Parties hereto and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

ARTICLE 18 - COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument. Electronic signatures shall have the same weight and effect of wet signatures.

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day, and year first above written.

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Attest:
Tonya R. Grier, Clerk to Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

APPROVED AS TO SUBSTANCE:

Nadine Williams, Director
Fulton County Department of Registration and Elections

[Signatures Continued on Following Page]

ITEM # 25 0750 FRM 10 / 01 / 25
FIRST REGULAR MEETING

CITY OF CHATTAHOOCHEE HILLS, GEORGIA

Tom Reed, Mayor

APPROVED AS TO FORM:

Rick Lindsey, City Attorney

APPROVED AS TO SUBSTANCE:

S. Diane White, City Clerk

EXHIBIT A

As per the Agreement executed on September 9, 2025, the City of Chattahoochee Hills, hereby requests that Fulton County conduct its General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

The last day to register to vote in this election is **October 6, 2025**.

The list of early voting locations will be forthcoming.

.

This 9th day of September, 2025.

City Clerk

Fulton County, Georgia agrees to conduct the City of Chattahoochee Hills's General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

This 1 day of October, 2025.

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

(SEAL)

https://fc0365.sharepoint.com/sites/CountyAttorney/CAContracts/Elections/2025 Elections Municipal IGA/02.24.23 2025 IGA - ELECTIONS TEMPLATE for Cities.docx

ITEM #25-0750 FRM 10/01/25
FIRST REGULAR MEETING

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ELECTION SERVICES BETWEEN FULTON COUNTY, GEORGIA and CITY OF COLLEGE PARK, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 21st day of July, 2025, between Fulton County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of College Park, Georgia ("City"), a municipal corporation lying wholly or partially within the County (each a "Party" and collectively the "Parties").

WHEREAS, the Parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City desires to contract with the County to conduct the City's 2025 general election and potential runoff elections for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality, via adoption of an ordinance, may authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may request that the county perform all duties as superintendent of elections as specified in Title 21 of Georgia Law.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1 - CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the Parties that any elections which the County has agreed to perform based on the City's request ("City Elections") shall be conducted in compliance with all applicable federal, state, and local legal requirements.

g) Performing logic and accuracy testing as required by Sections 183-1-12-.08 of the Official Compilation of Rules and Regulations of the State of Georgia;

h) Providing staff, equipment and supplies for conducting the **November 4, 2025**, City general election at City polling places on City Election days and for conducting recounts as may be required;

i) Certifying City Election returns as required by O.C.G.A. § 21-2-493, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk or as otherwise directed; and

j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts.

3.2 The City shall be responsible for:

a) Recommending, with the understanding that the County shall make the final determination of, early voting sites and hours of operation to the County in conformance with current election laws and regulations;

b) Adopting Election ordinances pursuant to O.C.G.A. § 21-2-45(c);

c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*;

d) Fixing and publishing the qualifying fee as required by O.C.G.A. § 21-2-131;

e) Collecting and retaining the qualifying fee as required by O.C.G.A. § 21-2-131, as it may be amended;

f) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

g) Verifying the City's voter list and street maintenance files by **September 26, 2025**.

h) Providing the County with an electronic copy of referendums that must be placed on a ballot;

i) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and

5.2 The County shall not be responsible for providing security at the polling places during the election periods in this Agreement. Furthermore, the County shall not be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel not provided by the County, or the security personnel provided by the City. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

ARTICLE 6 - LEGAL RESPONSIBILITIES

6.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

6.2 In the event that a City Election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

6.3 It is the intent of the Parties for them, along with their officials, officers, employees and agents to be covered under the auspices of any applicable immunity granted by law, including sovereign immunity and official or qualified immunities.

6.4 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 7 - EMPLOYMENT STATUS

7.1 All County personnel assigned under this Agreement are and will continue to be under the supervision of the Fulton County Director of the DRE.

for any and all costs the County has incurred, for preparation and/or performance of the City Election, up to receipt of notice to terminate this Agreement. Without terminating this Agreement, the County may suspend, delay, or interrupt all or any part of its responsibilities under this Agreement for the period of time that the County determines appropriate for its convenience.

ARTICLE 13 - NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested, or statutory overnight delivery. The Parties further agree to provide to each other non-binding duplicate electronic mail notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Superintendent or by the County to the City Clerk. Notices shall be addressed to the Parties at the following addresses:

If to the County:

Fulton County Board of Registration and Elections
Attn: Director
5600 Campbellton Fairburn Road
Fairburn, GA 30213

With a copy to:

Fulton County Office of the County Attorney
Attn: County Attorney
141 Pryor Street SW, Suite 4038
Atlanta, Georgia 30303

If to the City:

City Clerk

3667 Main Street
College Park, GA, 30337

With a copy to:

City Attorney

100 Hartsfield Centre Pkwy
Ste 400, Atlanta GA 30354

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

DATE

Attested:
Tonya R. Grier, Clerk to Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

APPROVED AS TO SUBSTANCE:

Nadine Williams, Director
Fulton County Department of Registration and Elections

[Signatures Continued on Following Page]

ITEM #25-0750 FRM 10/01/25
FIRST REGULAR MEETING

EXHIBIT A

As per the Agreement executed on July 21, 2025, the City of College Park, hereby requests that Fulton County conduct its General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

The last day to register to vote in this election is **October 6, 2025**.

The list of early voting locations will be forthcoming.

.

This 21st day of July, 2025.

Kelly L Bagnes
City Clerk

Fulton County, Georgia agrees to conduct the City of College Park's General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

This 1 day of October, 2025.

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

(SEAL)

https://fc0365.sharepoint.com/sites/CountyAttorney/CAContracts/Elections/2025 Elections Municipal IGA/02.24.23 2025 IGA - ELECTIONS TEMPLATE for Cities.docx

ITEM # 25-0750 FRM 10/01/25
FIRST REGULAR MEETING

Exhibit B
INVOICE

Fulton County Department of Registration and Elections
5600 Campbellton Fairburn Road
Fairburn, Georgia 30213
Phone: (404) 612-7020

Date: 7/1/2025
INVOICE # COL122025

TO
City of College Park
Deputy City Clerk's Office
3667 Main Street
College Park, GA 30337
404-669-3754
Attn: Ms. Queenie Brown

Item no.	Description	Total
1	Advance to Conduct City of College Park Public Service Commission General / Municipal General Runoff Election - December 2, 2025	$29,292.04
	TOTAL DUE	$29,292.04

MAKE CHECK PAYABLE TO: "FULTON COUNTY DIRECTOR OF FINANCE"
MAIL TO: 5600 CAMPBELLTON FAIRBURN ROAD FAIRBURN, GA 30213
PAYMENT DUE: MARCH 28, 2025

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ELECTION SERVICES BETWEEN FULTON COUNTY, GEORGIA and CITY OF EAST POINT, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 1st day of October, 2025, between Fulton County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of East Point, Georgia ("City"), a municipal corporation lying wholly or partially within the County (each a "Party" and collectively the "Parties").

WHEREAS, the Parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City desires to contract with the County to conduct the City's 2025 general election and potential runoff elections for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality, via adoption of an ordinance, may authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may request that the county perform all duties as superintendent of elections as specified in Title 21 of Georgia Law.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1 - CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the Parties that any elections which the County has agreed to perform based on the City's request ("City Elections") shall be conducted in compliance with all applicable federal, state, and local legal requirements.

1.2 For each election that the City would like the County to perform, the City, at its sole option, shall submit to County a request for the County to conduct the City's municipal election, in the form attached hereto as Exhibit A. Requests must be made and received at the address specified in the Notice Section below no later than **April 28, 2025** to allow the County sufficient advance time and notice to adequately prepare to conduct the City Election. If a request is not made and received within the prescribed time, the County shall not conduct the City's election even if the City has so requested the County conduct an election.

1.3 In the event the City requires a special election as defined by O.C.G.A. § 21-2-2(33), the City and the County shall confer as allowed by law and determine the cost the City will pay for the County's election services, and a mutually convenient date to conduct any such election.

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by the Chairman of the Fulton County, Georgia Board of Commissioners, or on behalf of the governing authority of Fulton County, Georgia and will terminate on **December 31, 2025**, unless otherwise terminated as set forth herein.

ARTICLE 3 - DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, and contingent upon the City's timely request and agreement by the County to conduct a City election, each Party shall provide the following enumerated services for the election to be held **November 4, 2025**, and any associated runoff elections which may occur:

3.1 The County, through the Department of Registration and Elections ("DRE") or their designee(s), shall be responsible for:

a) Designating early and advance voting sites and hours;

b) Placing the City's candidate(s) on the electronic and printed ballots for City Elections after qualifying;

c) Placing the City's referendum question(s) on the ballot for a City Election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);

d) Hiring, training, supervising, and paying poll officers and absentee ballot clerks;

e) Preparing and submitting to the City Clerk, as required by O.C.G.A. § 21-2-224(e), a list of electors;

f) Performing duties of elections Superintendent and absentee ballot clerk for the **November 4, 2025**, City Election;

g) Performing logic and accuracy testing as required by Sections 183-1-12-.08 of the Official Compilation of Rules and Regulations of the State of Georgia;

h) Providing staff, equipment and supplies for conducting the **November 4, 2025**, City general election at City polling places on City Election days and for conducting recounts as may be required;

i) Certifying City Election returns as required by O.C.G.A. § 21-2-493, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk or as otherwise directed; and

j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts.

3.2 The City shall be responsible for:

a) Recommending, with the understanding that the County shall make the final determination of, early voting sites and hours of operation to the County in conformance with current election laws and regulations;

b) Adopting Election ordinances pursuant to O.C.G.A. § 21-2-45(c);

c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*;

d) Fixing and publishing the qualifying fee as required by O.C.G.A. § 21-2-131;

e) Collecting and retaining the qualifying fee as required by O.C.G.A. § 21-2-131, as it may be amended;

f) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

g) Verifying the City's voter list and street maintenance files by **September 26, 2025**.

h) Providing the County with an electronic copy of referendums that must be placed on a ballot;

i) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and

j) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4 - COMPENSATION AND CONSIDERATION

4.1 To conduct the general elections and associated run-off elections for all fifteen (15) municipalities within the County's geographical territory, the County estimates that the total cost to the County will be **$5,571,776.00** to conduct general municipal elections and **$2,387,629.00** to conduct any associated runoff elections.

4.2 In consideration for the County's election services, the City shall pay an estimated pro-rata share of the total election cost based on the City's number of registered voters. Payments must be received by the County at least four (4) months prior to the date of the City's scheduled general election and two (2) weeks prior to any associated run-off election.

4.3 The City's estimated pro-rata share of the total election cost presently is **$41,770.00 for the cost of one (1) additional advance polling location** to conduct general municipal elections and **$95,703.45 including cost of $16,087.00 for (1) additional advance polling location** to conduct any associated runoff elections. This amount is subject to recalculation if the County does not provide all cities within the County's jurisdictional limits with election assistance in 2025. The County will notify the City of any change in the City's estimated pro-rata share no later than **November 14, 2025**.

4.4 If the estimated pro-rata shares payment results in the City making payments in excess of the actual cost of performing the City's requested election services, such excess payments shall be refunded to the City.

4.5 If the actual cost to the County to conduct the City's general election or associated runoff elections exceeds the estimated pro-rata share advance payment made by the City, the City shall pay such excess amount to the County within thirty (30) days of the County's request for payment of the excess amount. Failure on the part of the City to remit payment timely is a material breach of this Agreement.

4.6 Notwithstanding anything else in this Agreement to the contrary, in compliance with O.C.G.A. § 21-2-45(c), the City understands and agrees that it shall be responsible for paying all costs incurred by the County in performing election services which the City has requested from the County.

ARTICLE 5 - SECURITY

5.1 The City shall be solely responsible for providing security at City polling places during the election periods in this Agreement. Additionally, the City shall ensure that the security personnel provided strictly comply with the Law Enforcements Guidelines attached hereto as Exhibit B. The City shall be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel provided by the City.

5.2 The County shall not be responsible for providing security at the polling places during the election periods in this Agreement. Furthermore, the County shall not be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel not provided by the County, or the security personnel provided by the City. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

ARTICLE 6 - LEGAL RESPONSIBILITIES

6.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

6.2 In the event that a City Election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

6.3 It is the intent of the Parties for them, along with their officials, officers, employees and agents to be covered under the auspices of any applicable immunity granted by law, including sovereign immunity and official or qualified immunities.

6.4 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 7 - EMPLOYMENT STATUS

7.1 All County personnel assigned under this Agreement are and will continue to be under the supervision of the Fulton County Director of the DRE.

7.2 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 8 – VOTE REVIEW PANEL

8.1 O.C.G.A. § 21-2-483 requires the creation of a vote review panel to manually review ballots rejected by the central tabulator. This statute further requires that in nonpartisan elections, the Chief Judge of the Superior Court of Fulton County, Georgia ("Chief Judge") shall appoint two electors of the City, to serve on a vote review panel. To assist with this requirement, the City agrees to provide the County with a list of no less than five responsible and morally upstanding electors of the City, from which the Chief Judge may choose. This list shall be provided no later than **October 3, 2025**.

ARTICLE 9 - RECORDKEEPING AND REPORTING

9.1 The DRE is the central repository for all DRE records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

9.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records stemming from the services provided under this Agreement, at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 10 - E-VERIFY AND TITLE VI

Each Party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each Party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-Verify and Title VI requirements under applicable law.

ARTICLE 11 - AUTHORIZATION

Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The Parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

ARTICLE 12 - TERMINATION AND REMEDIES

Either Party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever or no reason at all, by notice in writing to the other Party delivered at least thirty (30) days prior to the effective date of the termination. Upon termination, the City shall be responsible

for any and all costs the County has incurred, for preparation and/or performance of the City Election, up to receipt of notice to terminate this Agreement. Without terminating this Agreement, the County may suspend, delay, or interrupt all or any part of its responsibilities under this Agreement for the period of time that the County determines appropriate for its convenience.

ARTICLE 13 - NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested, or statutory overnight delivery. The Parties further agree to provide to each other non-binding duplicate electronic mail notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Superintendent or by the County to the City Clerk. Notices shall be addressed to the Parties at the following addresses:

If to the County:

Fulton County Board of Registration and Elections
Attn: Director
5600 Campbellton Fairburn Road
Fairburn, GA 30213

With a copy to:

Fulton County Office of the County Attorney
Attn: County Attorney
141 Pryor Street SW, Suite 4038
Atlanta, Georgia 30303

If to the City:

City Clerk

_____

_____

With a copy to:

City Attorney

_____

_____

ARTICLE 14 - NON-ASSIGNABILITY

Neither Party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 15 - ENTIRE AGREEMENT

The Parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the Parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All Parties must sign any subsequent changes in the Agreement.

ARTICLE 16 - SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any Party institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

ARTICLE 17 - BINDING EFFECT

This Agreement is intended for the benefit of the Parties hereto and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

ARTICLE 18 - COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument. Electronic signatures shall have the same weight and effect of wet signatures.

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

DATE:

Attest:
Tonya R. Grier, Clerk to Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

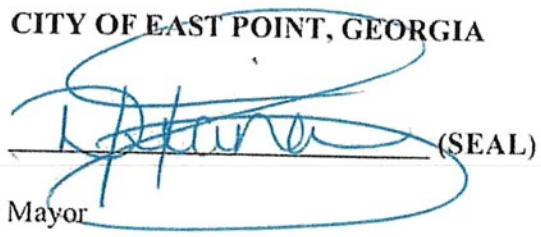
APPROVED AS TO SUBSTANCE:

Nadine Williams, Director
Fulton County Department of Registration and Elections

[Signatures Continued on Following Page]

ITEM #25-0750 FRM 10/01/25
FIRST REGULAR MEETING

CITY OF EAST POINT, GEORGIA



_____ **(SEAL)**

Mayor

APPROVED AS TO FORM:

L'Erin Wiggins

65A93658E83FF2CED005F4D8546C4EA3 contractworks

City Attorney

APPROVED AS TO SUBSTANCE:

Keshia McCullough

DBFE209E5ECDFB4B8B9DF0953813E16D contractworks

City Clerk

EXHIBIT A

As per the Agreement executed on July 7, 2025, the City of East Point, hereby requests that Fulton County conduct its General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

The last day to register to vote in this election is **October 6, 2025**.

The list of early voting locations will be forthcoming.

This 7th day of July, 2025.

City Clerk

Fulton County, Georgia agrees to conduct the City of East Point's General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

This _____ day of _____. 2025.

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

(SEAL)

https://fc0365.sharepoint.com/sites/CountyAttorney/CAContracts/Elections/2025 Elections Municipal IGA/02.24.23.2025 IGA - ELECTIONS TEMPLATE for Cities.docx

ITEM #25-0750 FRM 10/01/25
FIRST REGULAR MEETING

EXHIBIT A

As per the Agreement executed on _____, the City of East Point, hereby requests that Fulton County conduct its General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

The last day to register to vote in this election is **October 6, 2025**.

The list of early voting locations will be forthcoming.

This _____ day of _____, 2025.

_____ (SEAL)
City Clerk

Fulton County, Georgia agrees to conduct the City of East Point's General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

This 1 day of October, 2025.

_____ (SEAL)
Robert L. Pitts, Chairman
Fulton County Board of Commissioners



ITEM # 25-0758 FRM 10/01/25
FIRST REGULAR MEETING

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ELECTION SERVICES BETWEEN FULTON COUNTY, GEORGIA and CITY OF EAST POINT, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 1st day of October, 2025, between Fulton County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of East Point, Georgia ("City"), a municipal corporation lying wholly or partially within the County (each a "Party" and collectively the "Parties").

WHEREAS, the Parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City desires to contract with the County to conduct the City's 2025 general election and potential runoff elections for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality, via adoption of an ordinance, may authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may request that the county perform all duties as superintendent of elections as specified in Title 21 of Georgia Law.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1 - CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the Parties that any elections which the County has agreed to perform based on the City's request ("City Elections") shall be conducted in compliance with all applicable federal, state, and local legal requirements.

1.2 For each election that the City would like the County to perform, the City, at its sole option, shall submit to County a request for the County to conduct the City's municipal election, in the form attached hereto as Exhibit A. Requests must be made and received at the address specified in the Notice Section below no later than **April 28, 2025** to allow the County sufficient advance time and notice to adequately prepare to conduct the City Election. If a request is not made and received within the prescribed time, the County shall not conduct the City's election even if the City has so requested the County conduct an election.

1.3 In the event the City requires a special election as defined by O.C.G.A. § 21-2-2(33), the City and the County shall confer as allowed by law and determine the cost the City will pay for the County's election services, and a mutually convenient date to conduct any such election.

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by the Chairman of the Fulton County, Georgia Board of Commissioners, or on behalf of the governing authority of Fulton County, Georgia and will terminate on **December 31, 2025**, unless otherwise terminated as set forth herein.

ARTICLE 3 - DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, and contingent upon the City's timely request and agreement by the County to conduct a City election, each Party shall provide the following enumerated services for the election to be held **November 4, 2025**, and any associated runoff elections which may occur:

3.1 The County, through the Department of Registration and Elections ("DRE") or their designee(s), shall be responsible for:

a) Designating early and advance voting sites and hours;

b) Placing the City's candidate(s) on the electronic and printed ballots for City Elections after qualifying;

c) Placing the City's referendum question(s) on the ballot for a City Election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);

d) Hiring, training, supervising, and paying poll officers and absentee ballot clerks;

e) Preparing and submitting to the City Clerk, as required by O.C.G.A. § 21-2-224(e), a list of electors;

f) Performing duties of elections Superintendent and absentee ballot clerk for the **November 4, 2025**, City Election;

g) Performing logic and accuracy testing as required by Sections 183-1-12-.08 of the Official Compilation of Rules and Regulations of the State of Georgia;

h) Providing staff, equipment and supplies for conducting the **November 4, 2025**, City general election at City polling places on City Election days and for conducting recounts as may be required;

i) Certifying City Election returns as required by O.C.G.A. § 21-2-493, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk or as otherwise directed; and

j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts.

3.2 The City shall be responsible for:

a) Recommending, with the understanding that the County shall make the final determination of, early voting sites and hours of operation to the County in conformance with current election laws and regulations;

b) Adopting Election ordinances pursuant to O.C.G.A. § 21-2-45(c);

c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*;

d) Fixing and publishing the qualifying fee as required by O.C.G.A. § 21-2-131;

e) Collecting and retaining the qualifying fee as required by O.C.G.A. § 21-2-131, as it may be amended;

f) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

g) Verifying the City's voter list and street maintenance files by **September 26, 2025**.

h) Providing the County with an electronic copy of referendums that must be placed on a ballot;

i) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and

j) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4 - COMPENSATION AND CONSIDERATION

4.1 To conduct the general elections and associated run-off elections for all fifteen (15) municipalities within the County's geographical territory, the County estimates that the total cost to the County will be **$5,571,776.00** to conduct general municipal elections and **$2,387,629.00** to conduct any associated runoff elections.

4.2 In consideration for the County's election services, the City shall pay an estimated pro-rata share of the total election cost based on the City's number of registered voters. Payments must be received by the County at least four (4) months prior to the date of the City's scheduled general election and two (2) weeks prior to any associated run-off election.

4.3 The City's estimated pro-rata share of the total election cost presently is **$41,770.00 for the cost of one (1) additional advance polling location** to conduct general municipal elections and **$95,703.45 including cost of $16,087.00 for (1) additional advance polling location** to conduct any associated runoff elections. This amount is subject to recalculation if the County does not provide all cities within the County's jurisdictional limits with election assistance in 2025. The County will notify the City of any change in the City's estimated pro-rata share no later than **November 14, 2025**.

4.4 If the estimated pro-rata shares payment results in the City making payments in excess of the actual cost of performing the City's requested election services, such excess payments shall be refunded to the City.

4.5 If the actual cost to the County to conduct the City's general election or associated runoff elections exceeds the estimated pro-rata share advance payment made by the City, the City shall pay such excess amount to the County within thirty (30) days of the County's request for payment of the excess amount. Failure on the part of the City to remit payment timely is a material breach of this Agreement.

4.6 Notwithstanding anything else in this Agreement to the contrary, in compliance with O.C.G.A. § 21-2-45(c), the City understands and agrees that it shall be responsible for paying all costs incurred by the County in performing election services which the City has requested from the County.

ARTICLE 5 - SECURITY

5.1 The City shall be solely responsible for providing security at City polling places during the election periods in this Agreement. Additionally, the City shall ensure that the security personnel provided strictly comply with the Law Enforcements Guidelines attached hereto as Exhibit B. The City shall be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel provided by the City.

5.2 The County shall not be responsible for providing security at the polling places during the election periods in this Agreement. Furthermore, the County shall not be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel not provided by the County, or the security personnel provided by the City. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

ARTICLE 6 - LEGAL RESPONSIBILITIES

6.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

6.2 In the event that a City Election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

6.3 It is the intent of the Parties for them, along with their officials, officers, employees and agents to be covered under the auspices of any applicable immunity granted by law, including sovereign immunity and official or qualified immunities.

6.4 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 7 - EMPLOYMENT STATUS

7.1 All County personnel assigned under this Agreement are and will continue to be under the supervision of the Fulton County Director of the DRE.

7.2 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 8 – VOTE REVIEW PANEL

8.1 O.C.G.A. § 21-2-483 requires the creation of a vote review panel to manually review ballots rejected by the central tabulator. This statute further requires that in nonpartisan elections, the Chief Judge of the Superior Court of Fulton County, Georgia ("Chief Judge") shall appoint two electors of the City, to serve on a vote review panel. To assist with this requirement, the City agrees to provide the County with a list of no less than five responsible and morally upstanding electors of the City, from which the Chief Judge may choose. This list shall be provided no later than **October 3, 2025**.

ARTICLE 9 - RECORDKEEPING AND REPORTING

9.1 The DRE is the central repository for all DRE records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

9.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records stemming from the services provided under this Agreement, at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 10 - E-VERIFY AND TITLE VI

Each Party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each Party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-Verify and Title VI requirements under applicable law.

ARTICLE 11 - AUTHORIZATION

Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The Parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

ARTICLE 12 - TERMINATION AND REMEDIES

Either Party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever or no reason at all, by notice in writing to the other Party delivered at least thirty (30) days prior to the effective date of the termination. Upon termination, the City shall be responsible

for any and all costs the County has incurred, for preparation and/or performance of the City Election, up to receipt of notice to terminate this Agreement. Without terminating this Agreement, the County may suspend, delay, or interrupt all or any part of its responsibilities under this Agreement for the period of time that the County determines appropriate for its convenience.

ARTICLE 13 - NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested, or statutory overnight delivery. The Parties further agree to provide to each other non-binding duplicate electronic mail notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Superintendent or by the County to the City Clerk. Notices shall be addressed to the Parties at the following addresses:

If to the County:

Fulton County Board of Registration and Elections
Attn: Director
5600 Campbellton Fairburn Road
Fairburn, GA 30213

With a copy to:

Fulton County Office of the County Attorney
Attn: County Attorney
141 Pryor Street SW, Suite 4038
Atlanta, Georgia 30303

If to the City:

City Clerk

_____

_____

With a copy to:

City Attorney

_____

_____

ARTICLE 14 - NON-ASSIGNABILITY

Neither Party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 15 - ENTIRE AGREEMENT

The Parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the Parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All Parties must sign any subsequent changes in the Agreement.

ARTICLE 16 - SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any Party institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

ARTICLE 17 - BINDING EFFECT

This Agreement is intended for the benefit of the Parties hereto and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

ARTICLE 18 - COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument. Electronic signatures shall have the same weight and effect of wet signatures.

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

DATE:

Attest:
Tonya R. Grier, Clerk to Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

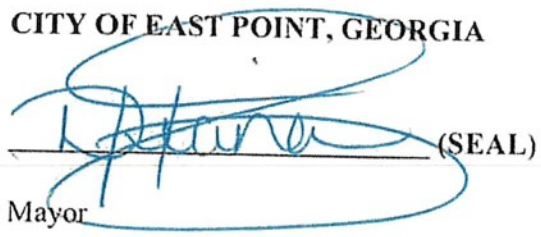
APPROVED AS TO SUBSTANCE:

Nadine Williams, Director
Fulton County Department of Registration and Elections

[Signatures Continued on Following Page]

ITEM #25-0750 FRM 10/01/25
FIRST REGULAR MEETING

CITY OF EAST POINT, GEORGIA



_____ **(SEAL)**

Mayor

APPROVED AS TO FORM:

L'Erin Wiggins

65A93658E83FF2CED005F4D8546C4EA3 contractworks

City Attorney

APPROVED AS TO SUBSTANCE:

Keshia McCullough

DBFE209E5ECDFB4B8B9DF0953813E16D contractworks

City Clerk

EXHIBIT A

As per the Agreement executed on July 7, 2025, the City of East Point, hereby requests that Fulton County conduct its General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

The last day to register to vote in this election is **October 6, 2025**.

The list of early voting locations will be forthcoming.

This 7th day of July, 2025.

City Clerk

Fulton County, Georgia agrees to conduct the City of East Point's General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

This _____ day of _____. 2025.

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

(SEAL)

https://fc0365.sharepoint.com/sites/CountyAttorney/CAContracts/Elections/2025 Elections Municipal IGA/02.24.23.2025 IGA - ELECTIONS TEMPLATE for Cities.docx

ITEM #25-0750 FRM 10/01/25
FIRST REGULAR MEETING

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ELECTION SERVICES BETWEEN FULTON COUNTY, GEORGIA and CITY OF FAIRBURN, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into this _____ day of _____, 2025, between Fulton County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of Fairburn, Georgia ("City"), a municipal corporation lying wholly or partially within the County (each a "Party" and collectively the "Parties").

WHEREAS, the Parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City desires to contract with the County to conduct the City's 2025 general election and potential runoff elections for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality, via adoption of an ordinance, may authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may request that the county perform all duties as superintendent of elections as specified in Title 21 of Georgia Law.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1 - CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the Parties that any elections which the County has agreed to perform based on the City's request ("City Elections") shall be conducted in compliance with all applicable federal, state, and local legal requirements.

1.2 For each election that the City would like the County to perform, the City, at its sole option, shall submit to County a request for the County to conduct the City's municipal election, in the form attached hereto as Exhibit A. Requests must be made and received at the address specified in the Notice Section below no later than **April 28, 2025** to allow the County sufficient advance time and notice to adequately prepare to conduct the City Election. If a request is not made and received within the prescribed time, the County shall not conduct the City's election even if the City has so requested the County conduct an election.

1.3 In the event the City requires a special election as defined by O.C.G.A. § 21-2-2(33), the City and the County shall confer as allowed by law and determine the cost the City will pay for the County's election services, and a mutually convenient date to conduct any such election.

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by the Chairman of the Fulton County, Georgia Board of Commissioners, or on behalf of the governing authority of Fulton County, Georgia and will terminate on **December 31, 2025,** unless otherwise terminated as set forth herein.

ARTICLE 3 - DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, and contingent upon the City's timely request and agreement by the County to conduct a City election, each Party shall provide the following enumerated services for the election to be held **November 4, 2025,** and any associated runoff elections which may occur:

3.1 The County, through the Department of Registration and Elections ("DRE") or their designee(s), shall be responsible for:

a) Designating early and advance voting sites and hours;

b) Placing the City's candidate(s) on the electronic and printed ballots for City Elections after qualifying;

c) Placing the City's referendum question(s) on the ballot for a City Election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);

d) Hiring, training, supervising, and paying poll officers and absentee ballot clerks;

e) Preparing and submitting to the City Clerk, as required by O.C.G.A. § 21-2-224(e), a list of electors;

f) Performing duties of elections Superintendent and absentee ballot clerk for the **November 4, 2025,** City Election;

g) Performing logic and accuracy testing as required by Sections 183-1-12-.08 of the Official Compilation of Rules and Regulations of the State of Georgia;

h) Providing staff, equipment and supplies for conducting the **November 4, 2025**, City general election at City polling places on City Election days and for conducting recounts as may be required;

i) Certifying City Election returns as required by O.C.G.A. § 21-2-493, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk or as otherwise directed; and

j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts.

3.2 The City shall be responsible for:

a) Recommending, with the understanding that the County shall make the final determination of, early voting sites and hours of operation to the County in conformance with current election laws and regulations;

b) Adopting Election ordinances pursuant to O.C.G.A. § 21-2-45(c);

c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*;

d) Fixing and publishing the qualifying fee as required by O.C.G.A. § 21-2-131;

e) Collecting and retaining the qualifying fee as required by O.C.G.A. § 21-2-131, as it may be amended;

f) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

g) Verifying the City's voter list and street maintenance files by **September 26, 2025.**

h) Providing the County with an electronic copy of referendums that must be placed on a ballot;

i) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and

j) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4 - COMPENSATION AND CONSIDERATION

4.1 To conduct the general elections and associated run-off elections for all fifteen (15) municipalities within the County's geographical territory, the County estimates that the total cost to the County will be **$5,571,776.00** to conduct general municipal elections and **$2,387,629.00** to conduct any associated runoff elections.

4.2 In consideration for the County's election services, the City shall pay an estimated pro-rata share of the total election cost based on the City's number of registered voters. Payments must be received by the County at least four (4) months prior to the date of the City's scheduled general election and two (2) weeks prior to any associated run-off election.

4.3 The City's estimated pro-rata share of the total election cost presently is **$0.00** to conduct general municipal elections and **$33,245.55** to conduct any associated runoff elections. This amount is subject to recalculation if the County does not provide all cities within the County's jurisdictional limits with election assistance in 2025. The County will notify the City of any change in the City's estimated pro-rata share no later than **November 14, 2025.**

4.4 If the estimated pro-rata shares payment results in the City making payments in excess of the actual cost of performing the City's requested election services, such excess payments shall be refunded to the City.

4.5 If the actual cost to the County to conduct the City's general election or associated runoff elections exceeds the estimated pro-rata share advance payment made by the City, the City shall pay such excess amount to the County within thirty (30) days of the County's request for payment of the excess amount. Failure on the part of the City to remit payment timely is a material breach of this Agreement.

4.6 Notwithstanding anything else in this Agreement to the contrary, in compliance with O.C.G.A. § 21-2-45(c), the City understands and agrees that it shall be responsible for paying all costs incurred by the County in performing election services which the City has requested from the County.

ARTICLE 5 - SECURITY

5.1 The City shall be solely responsible for providing security at City polling places during the election periods in this Agreement. Additionally, the City shall ensure that the security personnel provided strictly comply with the Law Enforcements Guidelines attached hereto as Exhibit B. The City shall be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel provided by the City.

5.2 The County shall not be responsible for providing security at the polling places during the election periods in this Agreement. Furthermore, the County shall not be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel not provided by the County, or the security personnel provided by the City. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

ARTICLE 6 - LEGAL RESPONSIBILITIES

6.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

6.2 In the event that a City Election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

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6.4 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 7 - EMPLOYMENT STATUS

7.1 All County personnel assigned under this Agreement are and will continue to be under the supervision of the Fulton County Director of the DRE.

7.2 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 8 – VOTE REVIEW PANEL

8.1 O.C.G.A. § 21-2-483 requires the creation of a vote review panel to manually review ballots rejected by the central tabulator. This statute further requires that in nonpartisan elections, the Chief Judge of the Superior Court of Fulton County, Georgia ("Chief Judge") shall appoint two electors of the City, to serve on a vote review panel. To assist with this requirement, the City agrees to provide the County with a list of no less than five responsible and morally upstanding electors of the City, from which the Chief Judge may choose. This list shall be provided no later than **October 3, 2025.**

ARTICLE 9 - RECORDKEEPING AND REPORTING

9.1 The DRE is the central repository for all DRE records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

9.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records stemming from the services provided under this Agreement, at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 10 - E-VERIFY AND TITLE VI

Each Party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each Party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-Verify and Title VI requirements under applicable law.

ARTICLE 11 - AUTHORIZATION

Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The Parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

ARTICLE 12 - TERMINATION AND REMEDIES

Either Party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever or no reason at all, by notice in writing to the other Party delivered at least thirty (30) days prior to the effective date of the termination. Upon termination, the City shall be responsible

for any and all costs the County has incurred, for preparation and/or performance of the City Election, up to receipt of notice to terminate this Agreement. Without terminating this Agreement, the County may suspend, delay, or interrupt all or any part of its responsibilities under this Agreement for the period of time that the County determines appropriate for its convenience.

ARTICLE 13 - NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested, or statutory overnight delivery. The Parties further agree to provide to each other non-binding duplicate electronic mail notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Superintendent or by the County to the City Clerk. Notices shall be addressed to the Parties at the following addresses:

If to the County:

Fulton County Board of Registration and Elections
Attn: Director
5600 Campbellton Fairburn Road
Fairburn, GA 30213

With a copy to:

Fulton County Office of the County Attorney
Attn: County Attorney
141 Pryor Street SW, Suite 4038
Atlanta, Georgia 30303

If to the City:

City Clerk
Attn: Brenda James
City of Fairburn
314 NW Broad Street
Fairburn, GA 30213
770-964-2244
bjames@fairburn.com

With a copy to:

City Attorney
Rory K. Starkey, Esq.
Starkey Law Group (SLG)
561 Thornton Road, Suite G
Lithia Springs, GA 30122
(678) 909-2096

ARTICLE 14 - NON-ASSIGNABILITY

Neither Party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 15 - ENTIRE AGREEMENT

The Parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the Parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All Parties must sign any subsequent changes in the Agreement.

ARTICLE 16 - SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any Party institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

ARTICLE 17 - BINDING EFFECT

This Agreement is intended for the benefit of the Parties hereto and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

ARTICLE 18 - COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument. Electronic signatures shall have the same weight and effect of wet signatures.

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

DATE:

Attest:
Tonya R. Grier, Clerk to Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

APPROVED AS TO SUBSTANCE:

Nadine Williams, Director
Fulton County Department of Registration and Elections

[Signatures Continued on Following Page]

ITEM #25-0750 FRM 10/01/25
FIRST REGULAR MEETING

CITY OF FAIRBURN, GEORGIA

_____ (SEAL)

Mayor

APPROVED AS TO FORM:

_____

City Attorney

APPROVED AS TO SUBSTANCE:

_____

City Clerk

EXHIBIT A

As per the Agreement executed on July 14, 2025, the City of Fairburn, hereby requests that Fulton County conduct its General and potential Runoff Elections beginning on **November 4, 2025,** within the boundary of Fulton County.

The last day to register to vote in this election is **October 6, 2025.**

The list of early voting locations will be forthcoming.

This 14 day of July, 2025.

Brenda B James
City Clerk

CITY OF FAIRBURN 1854 SEAL (SEAL) 1925 GEORGIA

Fulton County, Georgia agrees to conduct the City of Fairburn's General and potential Runoff Elections beginning on **November 4, 2025,** within the boundary of Fulton County.

This 1 day of October, 2025.

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

(SEAL)

BOARD OF COMMISSIONERS FULTON COUNTY Georgia FOUNDED, 1853

https://fc0365.sharepoint.com/sites/CountyAttorney/CAContracts/Elections/2025 Elections Municipal IGA/02.24.23 2025 IGA - ELECTIONS TEMPLATE for Cities.docx

ITEM # 25-0750 FRM 10/01/25
FIRST REGULAR MEETING

STATE OF GEORGIA

COUNTY OF FULTON

INTERGOVERNMENTAL AGREEMENT

This intergovernmental agreement ("Agreement") is made and entered into this ___ day of _____, 2025, by and between the City of Fairburn, Georgia, a municipal corporation of the State of Georgia (hereinafter referred to as "Fairburn") and the City of Union City, Georgia, a municipal corporation of the State of Georgia (hereinafter referred to as "Union City"), each of whom has been duly authorized to enter this agreement, to display artworks on the CSX Overpass within the jurisdictions of Fairburn and Union City (hereinafter referred to as the "Artworks Project").

WITNESSETH:

WHEREAS, Fairburn and Union City are situated so that their boundaries are coterminous in the area of S.R. 138 and the CSX Overpass such that one side of the CSX overpass is in the jurisdiction of Fairburn, and the other side of the CSX Overpass is in the jurisdiction of Union City; and

WHEREAS, Fairburn and Union City desire to identify several artworks, including a mural, for the Artworks Project and

WHEREAS, Fairburn and Union City will cooperate to obtain the necessary permits and authorizations from CSX for the use of the CSX Overpass and will further cooperate to obtain the necessary permits and authorizations from the Georgia Department of Transportation ("GDOT") for the placement of the identified artworks and mural; and

WHEREAS, Fairburn and Union City agree to provide funding in the amount of SEVENTY-FIVE THOUSAND AND 00/100 ($75,000.00) DOLLARS each, for a total amount of ONE HUNDRED FIFTY AND 00/100 ($150,000.00) DOLLARS (hereinafter referred to as the "Project Amount") to fully fund the Artworks Project; and

WHEREAS, Fairburn and Union City agree to fully fund the Artworks Project in an amount over the Project Amount if the Project Amount is exceeded. In that event, Fairburn and Union City agree to equally bear the additional cost of the Artworks Project, which exceeds the Project Amount.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, the sufficiency and adequacy of which are hereby acknowledged by Fairburn and Union City, Fairburn, and Union City agree as follows:

1. Description of the Artworks Project – The Artworks Project consists of identifying artworks from artists which will be affixed to the CSX Overpass for display in Fairburn and Union City, to include a mural. Fairburn and Union City will cooperate in developing

a process to identify artworks and a mural that are to be affixed in this manner. Fairburn and Union City understand that there may be a review process from CSX and/or GDOT with respect to the artworks and mural identified for the Artworks Project, and Fairburn and Union City agree to work with CSX and/or GDOT to achieve approval from all parties concerned.

2. Costs – Fairburn and Union City understand that the Artworks Project may be completed at a cost of, not to exceed, ONE HUNDRED FIFTY THOUSAND AND 00/100 ($150,000.00) DOLLARS, previously identified as the Project Amount. Fairburn and Union City agree to contribute an equal amount to fund the Artworks Project. Fairburn and Union City understand that should the Project Amount be exceeded, Fairburn and Union City agree to fund the amount over and above the Project Amount in the same manner, i.e., each contributes an equal amount. This includes all costs of permitting and approval from both CSX and GDOT, as well as the cost of the artwork, the mural, and the installation thereof.

3. Right-of-Way Costs – At this time, there are no anticipated Right-of-Way ("ROW") costs. Any ROW costs from Fairburn or Union City will be a component of the Project Amount to be split equally between Fairburn and Union City.

4. Construction Cost – Fairburn will contract with a contractor to construct the Artworks Project. Union City shall pay any requested amount to Fairburn upon Union City's receipt of Fairburn's written request. All amounts requested of Union City shall equal one-half of costs incurred at the time Fairburn requests such payment. Payment by Union City shall be due within 30 days of receipt of the written request.

5. Funding—In consideration of and with respect to funding to be provided by Union City, Fairburn agrees to maintain records of all fund expenditures in accordance with generally accepted accounting procedures.

6. Notices – All notices pursuant to this agreement shall be served as follows:

As to Union City:

Mayor
5047 Union Street
Union City, Georgia 30291

As to Fairburn:

Mayor
314 Malone Street, SW
Fairburn, Georgia 30213

7. Term of Agreement – The term of this Agreement shall commence upon the date set forth above and shall terminate either two (2) years from that date or at such time as the Artworks Project is completed. The estimated let date for this project is _____ ___, 2025.

8. Termination – This Agreement may be terminated by written agreement between Fairburn and Union City, by the failure of a party to fulfill a material obligation, or by operation of law.

9. Governing Law – This Agreement shall be governed in all respects as to validity, construction, and performance by the laws of the State of Georgia.

10. Entire Agreement – This Agreement and its exhibits incorporate and include all prior negotiations, correspondence, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. No other writings oral agreements or conversations shall affect or modify any of the terms or obligations herein contained. This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party, and no provisions contained within this Agreement are intended to nor shall they in any way be construed to relieve any contractor performing service in connection with the Artworks Project of any liability or responsibility to perform the services in a safe and responsible manner or to complete the work in a good, substantial and workmanlike manner. No provision in this Agreement is intended to nor shall it be construed to in any way waive immunities or protections provided to either Fairburn or to Union City by the Constitution and laws of the State of Georgia.

11. Amendment – No variation or modification of this Agreement shall be valid unless made in writing and executed by all parties.

12. Severability – If any section of this Agreement is found to be void or invalid by a court of competent jurisdiction, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

13. Counterparts – This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this agreement to be signed and delivered on the date set forth above.

MAYOR AND COUNCIL FOR
THE CITY OF FAIRBURN, GEORGIA

(SEAL)

By:_____
MARIO AVERY, Mayor

ATTEST:

_____
Brenda James, City Clerk

Approved as to form:

_____
Rory K. Starkey,
City Attorney

MAYOR AND COUNCIL FOR THE
CITY OF UNION CITY, GEORGIA

(SEAL)

By:_____
VINCE WILLIAMS, Mayor

ATTEST:

_____
Darryl Terry, II, City Clerk

Approved as to form:

_____
City Attorney

STATE OF GEORGIA
COUNTY OF FULTON

RESOLUTION NO:_____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF FAIRBURN, GEORGIA TO ACCEPT AND AUTHORIZE THE IN-KIND DEMOLITION SERVICES BY DRB GROUP GEORGIA, LLC, A PRIVATE DEVELOPMENT FIRM, FOR THE DEMOLITION OF A CITY OWNED PUBLIC STRUCTURE; AND FOR ANY OTHER RELATED AND LAWFUL PURPOSES.

WHEREAS, the City of Fairburn (the "City") is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

WHEREAS, the City Charter authorizes the City with all the rights, powers and authority to accept or refuse gifts, donations, bequests, or grants from any source for any purpose related to the powers and duties that have been given to other municipalities and/or upon such conditions as the donor or grantor may impose; and

WHEREAS, the DRB Group Georgia, LLC, a private development firm, has offered in-kind demolition services to the City of a vacant and deteriorating city-owned structure located at 6760 Johnson Road. The property lies directly adjacent to Curry Bend, a proposed residential subdivision currently under DRB's development; and

WHEREAS, the Mayor and City Council wish to accept the in-kind demolition services provided by DRB Group Georgia, LLC and to approve the demolition of a vacant and deteriorating city owned structure located at 6760 Johnson Road, Fairburn, Georgia 30213, Parcel Identification Number: 07 400001630026; and

WHEREAS, the in-kind demolition services is a benefit to the City and its citizens by removing a vacant, unused, visibly blighted and potentially unsafe structure, while maintaining ownership of the remaining land; and

WHEREAS, the Mayor and City Council would further like to extend its appreciation and gratitude for the generous and beneficial in-kind donation of demolition services to the City and its residents; and

WHEREAS the City authorizes entering into a Right of Access License Agreement ("License Agreement") with DRB Group Georgia, LLC, and its employees, agents, volunteers, contractors and subcontractors for the demolition of the structure located at 6760 Johnson Road, Fairburn, Georgia 30213; and

WHEREAS the License Agreement will provide the requirements that DRB Group Georgia, LLC must follow before it may commence demolition activities on the subject city-owned structure; and

WHEREAS, the Mayor and City Council desire to approve a Right of Access License Agreement between the City, DRB Group Georgia, LLC, and its employees, agents, volunteers, contractors and subcontractors in the same or substantial similar form as attached hereto; and

WHEREAS, this Resolution is in the best interests of the health, safety, and general welfare of the City and its residents.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF FAIRBURN, that:

Section 1. The Mayor and City Council hereby accept the in-kind demolition services of DRB Group Georgia, LLC and further authorized entering into of a Right of Access License Agreement between the City and DRB Group Georgia, LLC, and its employees, agents, volunteers, contractors and subcontractors for the demolition of a vacant and deteriorating city owned structure located at 6760 Johnson Road, Fairburn, Georgia 30213, Parcel Identification Number: 07 400001630026.

Section 2. It is hereby declared to be the intention of the Mayor and Council that: (a) All sections, paragraphs, sentences, clauses, and phrases of this Resolution are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable, and constitutional.

(b) To the greatest extent allowed by law, every section, paragraph, sentence, clause, or phrase of this Resolution is severable from every other section, paragraph, sentence, clause, or phrase of this Resolution. No section, paragraph, sentence, clause, or phrase of this Resolution is mutually dependent upon any other section, paragraph, sentence, clause, or phrase of this Resolution.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Resolution shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Resolution.

Section 3. All Resolutions and parts of Resolutions in conflict with this Resolution are repealed to the extent of the conflict.

Section 4. This Resolution shall become effective immediately upon signature by the Mayor.

Adopted this _____ day of July, 2025.

CITY OF FAIRBURN

Mario B. Avery, Mayor

ATTEST:

APPROVED AS TO FORM:

Brenda James, City Clerk

Rory K. Starkey, City Attorney

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ELECTION SERVICES BETWEEN FULTON COUNTY, GEORGIA and CITY OF HAPEVILLE, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 5 day of August, 2025, between Fulton County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of Hapeville, Georgia ("City"), a municipal corporation lying wholly or partially within the County (each a "Party" and collectively the "Parties").

WHEREAS, the Parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City desires to contract with the County to conduct the City's 2025 general election and potential runoff elections for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality, via adoption of an ordinance, may authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may request that the county perform all duties as superintendent of elections as specified in Title 21 of Georgia Law.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1 - CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the Parties that any elections which the County has agreed to perform based on the City's request ("City Elections") shall be conducted in compliance with all applicable federal, state, and local legal requirements.

1.2 For each election that the City would like the County to perform, the City, at its sole option, shall submit to County a request for the County to conduct the City's municipal election, in the form attached hereto as Exhibit A. Requests must be made and received at the address specified in the Notice Section below no later than **April 28, 2025** to allow the County sufficient advance time and notice to adequately prepare to conduct the City Election. If a request is not made and received within the prescribed time, the County shall not conduct the City's election even if the City has so requested the County conduct an election.

1.3 In the event the City requires a special election as defined by O.C.G.A. § 21-2-2(33), the City and the County shall confer as allowed by law and determine the cost the City will pay for the County's election services, and a mutually convenient date to conduct any such election.

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by the Chairman of the Fulton County, Georgia Board of Commissioners, or on behalf of the governing authority of Fulton County, Georgia and will terminate on **December 31, 2025**, unless otherwise terminated as set forth herein.

ARTICLE 3 - DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, and contingent upon the City's timely request and agreement by the County to conduct a City election, each Party shall provide the following enumerated services for the election to be held **November 4, 2025**, and any associated runoff elections which may occur:

3.1 The County, through the Department of Registration and Elections ("DRE") or their designee(s), shall be responsible for:

a) Designating early and advance voting sites and hours;

b) Placing the City's candidate(s) on the electronic and printed ballots for City Elections after qualifying;

c) Placing the City's referendum question(s) on the ballot for a City Election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);

d) Hiring, training, supervising, and paying poll officers and absentee ballot clerks;

e) Preparing and submitting to the City Clerk, as required by O.C.G.A. § 21-2-224(e), a list of electors;

f) Performing duties of elections Superintendent and absentee ballot clerk for the **November 4, 2025**, City Election;

g) Performing logic and accuracy testing as required by Sections 183-1-12-.08 of the Official Compilation of Rules and Regulations of the State of Georgia;

h) Providing staff, equipment and supplies for conducting the **November 4, 2025**, City general election at City polling places on City Election days and for conducting recounts as may be required;

i) Certifying City Election returns as required by O.C.G.A. § 21-2-493, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk or as otherwise directed; and

j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts.

3.2 The City shall be responsible for:

a) Recommending, with the understanding that the County shall make the final determination of, early voting sites and hours of operation to the County in conformance with current election laws and regulations;

b) Adopting Election ordinances pursuant to O.C.G.A. § 21-2-45(c);

c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*;

d) Fixing and publishing the qualifying fee as required by O.C.G.A. § 21-2-131;

e) Collecting and retaining the qualifying fee as required by O.C.G.A. § 21-2-131, as it may be amended;

f) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

g) Verifying the City's voter list and street maintenance files by **September 26, 2025**.

h) Providing the County with an electronic copy of referendums that must be placed on a ballot;

i) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and

j) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4 - COMPENSATION AND CONSIDERATION

4.1 To conduct the general elections and associated run-off elections for all fifteen (15) municipalities within the County's geographical territory, the County estimates that the total cost to the County will be **$5,571,776.00** to conduct general municipal elections and **$2,387,629.00** to conduct any associated runoff elections.

4.2 In consideration for the County's election services, the City shall pay an estimated pro-rata share of the total election cost based on the City's number of registered voters. Payments must be received by the County at least four (4) months prior to the date of the City's scheduled general election and two (2) weeks prior to any associated run-off election.

4.3 The City's estimated pro-rata share of the total election cost presently is **$0.00** to conduct general municipal elections and **$11,754.47** to conduct any associated runoff elections. This amount is subject to recalculation if the County does not provide all cities within the County's jurisdictional limits with election assistance in 2025. The County will notify the City of any change in the City's estimated pro-rata share no later than **November 14, 2025**.

4.4 If the estimated pro-rata shares payment results in the City making payments in excess of the actual cost of performing the City's requested election services, such excess payments shall be refunded to the City.

4.5 If the actual cost to the County to conduct the City's general election or associated runoff elections exceeds the estimated pro-rata share advance payment made by the City, the City shall pay such excess amount to the County within thirty (30) days of the County's request for payment of the excess amount. Failure on the part of the City to remit payment timely is a material breach of this Agreement.

4.6 Notwithstanding anything else in this Agreement to the contrary, in compliance with O.C.G.A. § 21-2-45(c), the City understands and agrees that it shall be responsible for paying all costs incurred by the County in performing election services which the City has requested from the County.

ARTICLE 5 - SECURITY

5.1 The City shall be solely responsible for providing security at City polling places during the election periods in this Agreement. Additionally, the City shall ensure that the security personnel provided strictly comply with the Law Enforcements Guidelines attached hereto as Exhibit B. The City shall be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel provided by the City.

5.2 The County shall not be responsible for providing security at the polling places during the election periods in this Agreement. Furthermore, the County shall not be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel not provided by the County, or the security personnel provided by the City. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

ARTICLE 6 - LEGAL RESPONSIBILITIES

6.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

6.2 In the event that a City Election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

6.3 It is the intent of the Parties for them, along with their officials, officers, employees and agents to be covered under the auspices of any applicable immunity granted by law, including sovereign immunity and official or qualified immunities.

6.4 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 7 - EMPLOYMENT STATUS

7.1 All County personnel assigned under this Agreement are and will continue to be under the supervision of the Fulton County Director of the DRE.

7.2 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 8 – VOTE REVIEW PANEL

8.1 O.C.G.A. § 21-2-483 requires the creation of a vote review panel to manually review ballots rejected by the central tabulator. This statute further requires that in nonpartisan elections, the Chief Judge of the Superior Court of Fulton County, Georgia ("Chief Judge") shall appoint two electors of the City, to serve on a vote review panel. To assist with this requirement, the City agrees to provide the County with a list of no less than five responsible and morally upstanding electors of the City, from which the Chief Judge may choose. This list shall be provided no later than **October 3, 2025**.

ARTICLE 9 - RECORDKEEPING AND REPORTING

9.1 The DRE is the central repository for all DRE records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

9.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records stemming from the services provided under this Agreement, at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 10 - E-VERIFY AND TITLE VI

Each Party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each Party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-Verify and Title VI requirements under applicable law.

ARTICLE 11 - AUTHORIZATION

Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The Parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

ARTICLE 12 - TERMINATION AND REMEDIES

Either Party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever or no reason at all, by notice in writing to the other Party delivered at least thirty (30) days prior to the effective date of the termination. Upon termination, the City shall be responsible

for any and all costs the County has incurred, for preparation and/or performance of the City Election, up to receipt of notice to terminate this Agreement. Without terminating this Agreement, the County may suspend, delay, or interrupt all or any part of its responsibilities under this Agreement for the period of time that the County determines appropriate for its convenience.

ARTICLE 13 - NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested, or statutory overnight delivery. The Parties further agree to provide to each other non-binding duplicate electronic mail notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Superintendent or by the County to the City Clerk. Notices shall be addressed to the Parties at the following addresses:

If to the County:

Fulton County Board of Registration and Elections
Attn: Director
5600 Campbellton Fairburn Road
Fairburn, GA 30213

With a copy to:

Fulton County Office of the County Attorney
Attn: County Attorney
141 Pryor Street SW, Suite 4038
Atlanta, Georgia 30303

If to the City:

City Clerk
Attn: Sharee Steed
City of Hapeville
3468 Noarth Fulton Avenue
Hapeville, Georgia 30354

With a copy to:

City Attorney
Smith Welch Webb & White, LLC
Attn: Lajuana Ransaw
2200 Keys Ferry Court
McDonough, Georgia 30253

ARTICLE 14 - NON-ASSIGNABILITY

Neither Party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 15 - ENTIRE AGREEMENT

The Parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the Parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All Parties must sign any subsequent changes in the Agreement.

ARTICLE 16 - SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any Party institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

ARTICLE 17 - BINDING EFFECT

This Agreement is intended for the benefit of the Parties hereto and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

ARTICLE 18 - COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument. Electronic signatures shall have the same weight and effect of wet signatures.

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Attest:
Tonya R. Grier, Clerk to Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

APPROVED AS TO SUBSTANCE:

Nadine Williams, Director
Fulton County Department of Registration and Elections

[Signatures Continued on Following Page]

ITEM #25-0750 FRM 10/01/25
FIRST REGULAR MEETING

CITY OF HAPEVILLE, GEORGIA

Mayor

APPROVED AS TO FORM:

City Attorney

APPROVED AS TO SUBSTANCE:

City Clerk

EXHIBIT A

As per the Agreement executed on August 5, 2025, the City of Hapeville, hereby requests that Fulton County conduct its General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

The last day to register to vote in this election is **October 6, 2025**.

The list of early voting locations will be forthcoming.

.

This 5th day of August, 2025

City Clerk (SEAL)

Fulton County, Georgia agrees to conduct the City of Hapeville's General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

This _____ day of _____, 2025.

Robert L. Pitts, Chairman
Fulton County Board of Commissioners (SEAL)

https://fc0365.sharepoint.com/sites/CountyAttorney/CAContracts/Elections/2025 Elections Municipal IGA/02.24.23 2025 IGA - ELECTIONS TEMPLATE for Cities.docx

ITEM #25-0750 FRM 10/01/25
FIRST REGULAR MEETING

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ELECTION SERVICES BETWEEN FULTON COUNTY, GEORGIA and CITY OF JOHNS CREEK, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into this ____ day of _____, 2025, between Fulton County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of Johns Creek, Georgia ("City"), a municipal corporation lying wholly or partially within the County (each a "Party" and collectively the "Parties").

WHEREAS, the Parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City desires to contract with the County to conduct the City's 2025 general election and potential runoff elections for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality, via adoption of an ordinance, may authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may request that the county perform all duties as superintendent of elections as specified in Title 21 of Georgia Law.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1 - CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the Parties that any elections which the County has agreed to perform based on the City's request ("City Elections") shall be conducted in compliance with all applicable federal, state, and local legal requirements.

1.2 For each election that the City would like the County to perform, the City, at its sole option, shall submit to County a request for the County to conduct the City's municipal election, in the form attached hereto as Exhibit A. Requests must be made and received at the address specified in the Notice Section below no later than **April 28, 2025** to allow the County sufficient advance time and notice to adequately prepare to conduct the City Election. If a request is not made and received within the prescribed time, the County shall not conduct the City's election even if the City has so requested the County conduct an election.

1.3 In the event the City requires a special election as defined by O.C.G.A. § 21-2-2(33), the City and the County shall confer as allowed by law and determine the cost the City will pay for the County's election services, and a mutually convenient date to conduct any such election.

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by the Chairman of the Fulton County, Georgia Board of Commissioners, or on behalf of the governing authority of Fulton County, Georgia and will terminate on **December 31, 2025**, unless otherwise terminated as set forth herein.

ARTICLE 3 - DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, and contingent upon the City's timely request and agreement by the County to conduct a City election, each Party shall provide the following enumerated services for the election to be held **November 4, 2025**, and any associated runoff elections which may occur:

3.1 The County, through the Department of Registration and Elections ("DRE") or their designee(s), shall be responsible for:

a) Designating early and advance voting sites and hours;

b) Placing the City's candidate(s) on the electronic and printed ballots for City Elections after qualifying;

c) Placing the City's referendum question(s) on the ballot for a City Election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);

d) Hiring, training, supervising, and paying poll officers and absentee ballot clerks;

e) Preparing and submitting to the City Clerk, as required by O.C.G.A. § 21-2-224(e), a list of electors;

f) Performing duties of elections Superintendent and absentee ballot clerk for the **November 4, 2025**, City Election;

g) Performing logic and accuracy testing as required by Sections 183-1-12-.08 of the Official Compilation of Rules and Regulations of the State of Georgia;

h) Providing staff, equipment and supplies for conducting the **November 4, 2025**, City general election at City polling places on City Election days and for conducting recounts as may be required;

i) Certifying City Election returns as required by O.C.G.A. § 21-2-493, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk or as otherwise directed; and

j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts.

3.2 The City shall be responsible for:

a) Recommending, with the understanding that the County shall make the final determination of, early voting sites and hours of operation to the County in conformance with current election laws and regulations;

b) Adopting Election ordinances pursuant to O.C.G.A. § 21-2-45(c);

c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*;

d) Fixing and publishing the qualifying fee as required by O.C.G.A. § 21-2-131;

e) Collecting and retaining the qualifying fee as required by O.C.G.A. § 21-2-131, as it may be amended;

f) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

g) Verifying the City's voter list and street maintenance files by **September 26, 2025**.

h) Providing the County with an electronic copy of referendums that must be placed on a ballot;

i) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and

j) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4 - COMPENSATION AND CONSIDERATION

4.1 To conduct the general elections and associated run-off elections for all fifteen (15) municipalities within the County's geographical territory, the County estimates that the total cost to the County will be **$5,571,776.00** to conduct general municipal elections and **$2,387,629.00** to conduct any associated runoff elections.

4.2 In consideration for the County's election services, the City shall pay an estimated pro-rata share of the total election cost based on the City's number of registered voters. Payments must be received by the County at least four (4) months prior to the date of the City's scheduled general election and two (2) weeks prior to any associated run-off election.

4.3 The City's estimated pro-rata share of the total election cost presently is **$0.00** to conduct general municipal elections and **$164,939.10** to conduct any associated runoff elections. This amount is subject to recalculation if the County does not provide all cities within the County's jurisdictional limits with election assistance in 2025. The County will notify the City of any change in the City's estimated pro-rata share no later than **November 14, 2025**.

4.4 If the estimated pro-rata shares payment results in the City making payments in excess of the actual cost of performing the City's requested election services, such excess payments shall be refunded to the City.

4.5 If the actual cost to the County to conduct the City's general election or associated runoff elections exceeds the estimated pro-rata share advance payment made by the City, the City shall pay such excess amount to the County within thirty (30) days of the County's request for payment of the excess amount. Failure on the part of the City to remit payment timely is a material breach of this Agreement.

4.6 Notwithstanding anything else in this Agreement to the contrary, in compliance with O.C.G.A. § 21-2-45(c), the City understands and agrees that it shall be responsible for paying all costs incurred by the County in performing election services which the City has requested from the County.

ARTICLE 5 - SECURITY

5.1 The City shall be solely responsible for providing security at City polling places during the election periods in this Agreement. Additionally, the City shall ensure that the security personnel provided strictly comply with the Law Enforcements Guidelines attached hereto as Exhibit B. The City shall be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel provided by the City.

5.2 The County shall not be responsible for providing security at the polling places during the election periods in this Agreement. Furthermore, the County shall not be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel not provided by the County, or the security personnel provided by the City. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

ARTICLE 6 - LEGAL RESPONSIBILITIES

6.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

6.2 In the event that a City Election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

6.3 It is the intent of the Parties for them, along with their officials, officers, employees and agents to be covered under the auspices of any applicable immunity granted by law, including sovereign immunity and official or qualified immunities.

6.4 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 7 - EMPLOYMENT STATUS

7.1 All County personnel assigned under this Agreement are and will continue to be under the supervision of the Fulton County Director of the DRE.

7.2 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 8 – VOTE REVIEW PANEL

8.1 O.C.G.A. § 21-2-483 requires the creation of a vote review panel to manually review ballots rejected by the central tabulator. This statute further requires that in nonpartisan elections, the Chief Judge of the Superior Court of Fulton County, Georgia ("Chief Judge") shall appoint two electors of the City, to serve on a vote review panel. To assist with this requirement, the City agrees to provide the County with a list of no less than five responsible and morally upstanding electors of the City, from which the Chief Judge may choose. This list shall be provided no later than **October 3, 2025**.

ARTICLE 9 - RECORDKEEPING AND REPORTING

9.1 The DRE is the central repository for all DRE records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

9.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records stemming from the services provided under this Agreement, at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 10 - E-VERIFY AND TITLE VI

Each Party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each Party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-Verify and Title VI requirements under applicable law.

ARTICLE 11 - AUTHORIZATION

Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The Parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

ARTICLE 12 - TERMINATION AND REMEDIES

Either Party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever or no reason at all, by notice in writing to the other Party delivered at least thirty (30) days prior to the effective date of the termination. Upon termination, the City shall be responsible

for any and all costs the County has incurred, for preparation and/or performance of the City Election, up to receipt of notice to terminate this Agreement. Without terminating this Agreement, the County may suspend, delay, or interrupt all or any part of its responsibilities under this Agreement for the period of time that the County determines appropriate for its convenience.

ARTICLE 13 - NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested, or statutory overnight delivery. The Parties further agree to provide to each other non-binding duplicate electronic mail notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Superintendent or by the County to the City Clerk. Notices shall be addressed to the Parties at the following addresses:

If to the County:
Fulton County Board of Registration and Elections
Attn: Director
5600 Campbellton Fairburn Road
Fairburn, GA 30213

With a copy to:
Fulton County Office of the County Attorney
Attn: County Attorney
141 Pryor Street SW, Suite 4038
Atlanta, Georgia 30303

If to the City:
City of Johns Creek
Attn: Allison Tarpley, City Clerk
11360 Lakefield Drive
Johns Creek, GA 30097

With a copy to:
City of Johns Creek
Attn: Angela C. Couch, City Attorney
11360 Lakefield Drive
Johns Creek, GA 30097

ARTICLE 14 - NON-ASSIGNABILITY

Neither Party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 15 - ENTIRE AGREEMENT

The Parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the Parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All Parties must sign any subsequent changes in the Agreement.

ARTICLE 16 - SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any Party institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

ARTICLE 17 - BINDING EFFECT

This Agreement is intended for the benefit of the Parties hereto and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

ARTICLE 18 - COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument. Electronic signatures shall have the same weight and effect of wet signatures.

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

DATE:

Attest:
Tonya R. Grier, Clerk to Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

APPROVED AS TO SUBSTANCE:

Nadine Williams, Director
Fulton County Department of Registration and Elections

[Signatures Continued on Following Page]

ITEM # 25-0750 FRM 10/01/25
FIRST REGULAR MEETING

CITY OF JOHNS CREEK, GEORGIA

_____ **(SEAL)**
John Bradberry
Mayor

APPROVED AS TO FORM:

Angela C. Couch, City Attorney

APPROVED AS TO SUBSTANCE:

Allison Tarpley, City Clerk

EXHIBIT A

As per the Agreement executed on July 28, 2025, the City of Johns Creek, hereby requests that Fulton County conduct its General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

The last day to register to vote in this election is **October 6, 2025**.

The list of early voting locations will be forthcoming.

.

This 4th day of August, 2025.

Allison Tarpley (SEAL)
Allison Tarpley
City Clerk

Fulton County, Georgia agrees to conduct the City of Johns Creek's General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

This 1 day of October, 2025.

(SEAL)
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

https://fc0365.sharepoint.com/sites/CountyAttorney/CAContracts/Elections/2025 Elections Municipal IGA/02.24.23 2025 IGA - ELECTIONS TEMPLATE for Cities.docx

ITEM # 25-0750 FRM 10/01/25
FIRST REGULAR MEETING

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ELECTION SERVICES BETWEEN FULTON COUNTY, GEORGIA and CITY OF MILTON, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into this ____ day of _____, 2025, between Fulton County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of Milton, Georgia ("City"), a municipal corporation lying wholly or partially within the County (each a "Party" and collectively the "Parties").

WHEREAS, the Parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City desires to contract with the County to conduct the City's 2025 general election and potential runoff elections for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality, via adoption of an ordinance, may authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may request that the county perform all duties as superintendent of elections as specified in Title 21 of Georgia Law.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1 - CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the Parties that any elections which the County has agreed to perform based on the City's request ("City Elections") shall be conducted in compliance with all applicable federal, state, and local legal requirements.

1.2 For each election that the City would like the County to perform, the City, at its sole option, shall submit to County a request for the County to conduct the City's municipal election, in the form attached hereto as Exhibit A. Requests must be made and received at the address specified in the Notice Section below no later than **April 28, 2025** to allow the County sufficient advance time and notice to adequately prepare to conduct the City Election. If a request is not made and received within the prescribed time, the County shall not conduct the City's election even if the City has so requested the County conduct an election.

1.3 In the event the City requires a special election as defined by O.C.G.A. § 21-2-2(33), the City and the County shall confer as allowed by law and determine the cost the City will pay for the County's election services, and a mutually convenient date to conduct any such election.

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by the Chairman of the Fulton County, Georgia Board of Commissioners, or on behalf of the governing authority of Fulton County, Georgia and will terminate on **December 31, 2025**, unless otherwise terminated as set forth herein.

ARTICLE 3 - DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, and contingent upon the City's timely request and agreement by the County to conduct a City election, each Party shall provide the following enumerated services for the election to be held **November 4, 2025**, and any associated runoff elections which may occur:

3.1 The County, through the Department of Registration and Elections ("DRE") or their designee(s), shall be responsible for:

a) Designating early and advance voting sites and hours;

b) Placing the City's candidate(s) on the electronic and printed ballots for City Elections after qualifying;

c) Placing the City's referendum question(s) on the ballot for a City Election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);

d) Hiring, training, supervising, and paying poll officers and absentee ballot clerks;

e) Preparing and submitting to the City Clerk, as required by O.C.G.A. § 21-2-224(e), a list of electors;

f) Performing duties of elections Superintendent and absentee ballot clerk for the **November 4, 2025**, City Election;

g) Performing logic and accuracy testing as required by Sections 183-1-12-.08 of the Official Compilation of Rules and Regulations of the State of Georgia;

h) Providing staff, equipment and supplies for conducting the **November 4, 2025**, City general election at City polling places on City Election days and for conducting recounts as may be required;

i) Certifying City Election returns as required by O.C.G.A. § 21-2-493, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk or as otherwise directed; and

j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts.

3.2 The City shall be responsible for:

a) Recommending, with the understanding that the County shall make the final determination of, early voting sites and hours of operation to the County in conformance with current election laws and regulations;

b) Adopting Election ordinances pursuant to O.C.G.A. § 21-2-45(c);

c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*;

d) Fixing and publishing the qualifying fee as required by O.C.G.A. § 21-2-131;

e) Collecting and retaining the qualifying fee as required by O.C.G.A. § 21-2-131, as it may be amended;

f) Pursuant to O.C.G.A. § 21-2-260 *et seq.*, providing legal notice and adopting municipal precinct lines and municipal polling place locations as set by Fulton County.

g) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

h) Verifying the City's voter list and street maintenance files by **September 26, 2025**.

i) Providing the County with an electronic copy of referendums that must be placed on a ballot;

j) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and

k) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4 - COMPENSATION AND CONSIDERATION

4.1 To conduct the general elections and associated run-off elections for all fifteen (15) municipalities within the County's geographical territory, the County estimates that the total cost to the County will be **$5,571,776.00** to conduct general municipal elections and **$2,387,629.00** to conduct any associated runoff elections.

4.2 In consideration for the County's election services, the City shall pay an estimated pro-rata share of the total election cost based on the City's number of registered voters. Payments must be received by the County at least four (4) months prior to the date of the City's scheduled general election and two (2) weeks prior to any associated run-off election.

4.3 The City's estimated pro-rata share of the total election cost presently is **$0.00** to conduct general municipal elections and **$83,795.34** to conduct any associated runoff elections. This amount is subject to recalculation if the County does not provide all cities within the County's jurisdictional limits with election assistance in 2025. The County will notify the City of any change in the City's estimated pro-rata share no later than **November 14, 2025**.

4.4 If the estimated pro-rata shares payment results in the City making payments in excess of the actual cost of performing the City's requested election services, such excess payments shall be refunded to the City.

4.5 If the actual cost to the County to conduct the City's general election or associated runoff elections exceeds the estimated pro-rata share advance payment made by the City, the City shall pay such excess amount to the County within thirty (30) days of the County's request for payment of the excess amount. Failure on the part of the City to remit payment timely is a material breach of this Agreement.

4.6 Notwithstanding anything else in this Agreement to the contrary, in compliance with O.C.G.A. § 21-2-45(c), the City understands and agrees that it shall be responsible for paying all costs incurred by the County in performing election services which the City has requested from the County.

ARTICLE 5 - SECURITY

5.1 The City shall be solely responsible for providing security at City polling places during the election periods in this Agreement. Additionally, the City shall ensure that the security personnel provided strictly comply with the Law Enforcements Guidelines attached hereto as Exhibit B. The

City shall be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel provided by the City.

5.2 The County shall not be responsible for providing security at the polling places during the election periods in this Agreement. Furthermore, the County shall not be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel not provided by the County, or the security personnel provided by the City. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

ARTICLE 6 - LEGAL RESPONSIBILITIES

6.1 The City shall be solely responsible for any liability resulting from any claims or litigation alleged to have arisen solely from the acts of the City, City's agents or City employees, in connection with any City Election held pursuant to this Agreement. The County shall be solely responsible for any liability resulting from any claims or litigation arising solely from the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. If liability resulting from such claims or litigation is found to be attributable to the City, the City agrees to reimburse the County for associated costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any such invoice for reimbursement from the County.

6.2 In the event that a City Election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation alleged to have arisen solely from the acts of the City, City's agents or City employees, in connection with any City Election held pursuant to this Agreement. The County shall be solely responsible for any liability resulting from any claims or litigation arising solely from the acts of agents or employees of the County, the Couy Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. If liability resulting from such claims or litigation is found to be attributable to the City, the City agrees to reimburse the County for associated costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of such invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

6.3 It is the intent of the Parties for them, along with their officials, officers, employees and agents to be covered under the auspices of any applicable immunity granted by law, including sovereign immunity and official or qualified immunities.

6.4 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 7 - EMPLOYMENT STATUS

7.1 All County personnel assigned under this Agreement are and will continue to be under the supervision of the Fulton County Director of the DRE.

7.2 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 8 – VOTE REVIEW PANEL

8.1 O.C.G.A. § 21-2-483 requires the creation of a vote review panel to manually review ballots rejected by the central tabulator. This statute further requires that in nonpartisan elections, the Chief Judge of the Superior Court of Fulton County, Georgia ("Chief Judge") shall appoint two electors of the City, to serve on a vote review panel. To assist with this requirement, the City agrees to provide the County with a list of no less than five responsible and morally upstanding electors of the City, from which the Chief Judge may choose. This list shall be provided no later than **October 3, 2025**.

ARTICLE 9 - RECORDKEEPING AND REPORTING

9.1 The DRE is the central repository for all DRE records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

9.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records stemming from the services provided under this Agreement, at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 10 - E-VERIFY AND TITLE VI

Each Party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each Party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-Verify and Title VI requirements under applicable law.

ARTICLE 11 - AUTHORIZATION

Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or

council in accordance with all applicable laws and spread upon the minutes thereof. The Parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

ARTICLE 12 - TERMINATION AND REMEDIES

Either Party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever or no reason at all, by notice in writing to the other Party delivered at least thirty (30) days prior to the effective date of the termination. Upon termination, the City shall be responsible for any and all costs the County has incurred, for preparation and/or performance of the City Election, up to receipt of notice to terminate this Agreement. Without terminating this Agreement, the County may suspend, delay, or interrupt all or any part of its responsibilities under this Agreement for the period of time that the County determines appropriate for its convenience.

ARTICLE 13 - NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested, or statutory overnight delivery. The Parties further agree to provide to each other non-binding duplicate electronic mail notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Superintendent or by the County to the City Clerk. Notices shall be addressed to the Parties at the following addresses:

If to the County:

Fulton County Board of Registration and Elections
Attn: Director
5600 Campbellton Fairburn Road
Fairburn, GA 30213

With a copy to:

Fulton County Office of the County Attorney
Attn: County Attorney
141 Pryor Street SW, Suite 4038
Atlanta, Georgia 30303

If to the City:

City Clerk

_____

_____

With a copy to:

City Attorney

ARTICLE 14 - NON-ASSIGNABILITY

Neither Party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 15 - ENTIRE AGREEMENT

The Parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the Parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All Parties must sign any subsequent changes in the Agreement.

ARTICLE 16 - SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any Party institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

ARTICLE 17 - BINDING EFFECT

This Agreement is intended for the benefit of the Parties hereto and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

ARTICLE 18 - COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument. Electronic signatures shall have the same weight and effect of wet signatures.

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier, Clerk to Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

APPROVED AS TO SUBSTANCE:

Nadine Williams, Director
Fulton County Department of Registration and Elections

[Signatures Continued on Following Page]

ITEM # 25-0750 FRM 10/01/25
FIRST REGULAR MEETING

CITY OF MILTON, GEORGIA

Mayor

APPROVED AS TO FORM:

City Attorney

APPROVED AS TO SUBSTANCE:

City Clerk

EXHIBIT A

As per the Agreement executed on _____, the City of Milton, hereby requests that Fulton County conduct its General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

The last day to register to vote in this election is **October 6, 2025**.

The list of early voting locations will be forthcoming.

.

This _____ day of _____, 2025.

_____ (SEAL)
City Clerk

Fulton County, Georgia agrees to conduct the City of Milton's General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

This 1 day of October, 2025.

_____ (SEAL)
Robert L. Pitts, Chairman
Fulton County Board of Commissioners



https://fc0365.sharepoint.com/sites/CountyAttorney/CAContracts/Elections/2025 Elections Municipal IGA/02.24.23 2025 IGA - ELECTIONS TEMPLATE for Cities.docx

ITEM # 25-0750 FRM 10/01/25
FIRST REGULAR MEETING

Approved by Milton City Council on 8/4/2025 + executed by Mayor Jamison.

Thank you -
Tammy Lovett

Please provide us with a final executed copy.

Thank you -
Tammy Lovett
678.242.2492

Approved
by Milton City
Council on 8/4/2025
+ executed by
Mayor Jamison.

Thank you -
Tammy Lovett

Please provide
us with a final
executed copy.

Thank you -
Tammy Lovett
678.242.2492

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ELECTION SERVICES BETWEEN FULTON COUNTY, GEORGIA and CITY OF MOUNTAIN PARK, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 29 day of July, 2025, between Fulton County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of Mountain Park, Georgia ("City"), a municipal corporation lying wholly or partially within the County (each a "Party" and collectively the "Parties").

WHEREAS, the Parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City desires to contract with the County to conduct the City's 2025 general election and potential runoff elections for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality, via adoption of an ordinance, may authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may request that the county perform all duties as superintendent of elections as specified in Title 21 of Georgia Law.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1 - CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the Parties that any elections which the County has agreed to perform based on the City's request ("City Elections") shall be conducted in compliance with all applicable federal, state, and local legal requirements.

1.2 For each election that the City would like the County to perform, the City, at its sole option, shall submit to County a request for the County to conduct the City's municipal election, in the form attached hereto as Exhibit A. Requests must be made and received at the address specified in the Notice Section below no later than **April 28, 2025** to allow the County sufficient advance time and notice to adequately prepare to conduct the City Election. If a request is not made and received within the prescribed time, the County shall not conduct the City's election even if the City has so requested the County conduct an election.

1.3 In the event the City requires a special election as defined by O.C.G.A. § 21-2-2(33), the City and the County shall confer as allowed by law and determine the cost the City will pay for the County's election services, and a mutually convenient date to conduct any such election.

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by the Chairman of the Fulton County, Georgia Board of Commissioners, or on behalf of the governing authority of Fulton County, Georgia and will terminate on **December 31, 2025**, unless otherwise terminated as set forth herein.

ARTICLE 3 - DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, and contingent upon the City's timely request and agreement by the County to conduct a City election, each Party shall provide the following enumerated services for the election to be held **November 4, 2025**, and any associated runoff elections which may occur:

3.1 The County, through the Department of Registration and Elections ("DRE") or their designee(s), shall be responsible for:

a) Designating early and advance voting sites and hours;

b) Placing the City's candidate(s) on the electronic and printed ballots for City Elections after qualifying;

c) Placing the City's referendum question(s) on the ballot for a City Election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);

d) Hiring, training, supervising, and paying poll officers and absentee ballot clerks;

e) Preparing and submitting to the City Clerk, as required by O.C.G.A. § 21-2-224(e), a list of electors;

f) Performing duties of elections Superintendent and absentee ballot clerk for the **November 4, 2025**, City Election;

g) Performing logic and accuracy testing as required by Sections 183-1-12-.08 of the Official Compilation of Rules and Regulations of the State of Georgia;

h) Providing staff, equipment and supplies for conducting the **November 4, 2025**, City general election at City polling places on City Election days and for conducting recounts as may be required;

i) Certifying City Election returns as required by O.C.G.A. § 21-2-493, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk or as otherwise directed; and

j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts.

3.2 The City shall be responsible for:

a) Recommending, with the understanding that the County shall make the final determination of, early voting sites and hours of operation to the County in conformance with current election laws and regulations;

b) Adopting Election ordinances pursuant to O.C.G.A. § 21-2-45(c);

c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*;

d) Fixing and publishing the qualifying fee as required by O.C.G.A. § 21-2-131;

e) Collecting and retaining the qualifying fee as required by O.C.G.A. § 21-2-131, as it may be amended;

f) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

g) Verifying the City's voter list and street maintenance files by **September 26, 2025.**

h) Providing the County with an electronic copy of referendums that must be placed on a ballot;

i) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and

j) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4 - COMPENSATION AND CONSIDERATION

4.1 To conduct the general elections and associated run-off elections for all fifteen (15) municipalities within the County's geographical territory, the County estimates that the total cost to the County will be **$5,571,776.00** to conduct general municipal elections and **$2,387,629.00** to conduct any associated runoff elections.

4.2 In consideration for the County's election services, the City shall pay an estimated pro-rata share of the total election cost based on the City's number of registered voters. Payments must be received by the County at least four (4) months prior to the date of the City's scheduled general election and two (2) weeks prior to any associated run-off election.

4.3 The City's estimated pro-rata share of the total election cost presently is **$0.00** to conduct general municipal elections and **$1,405.34** to conduct any associated runoff elections. This amount is subject to recalculation if the County does not provide all cities within the County's jurisdictional limits with election assistance in 2025. The County will notify the City of any change in the City's estimated pro-rata share no later than **November 14, 2025**.

4.4 If the estimated pro-rata shares payment results in the City making payments in excess of the actual cost of performing the City's requested election services, such excess payments shall be refunded to the City.

4.5 If the actual cost to the County to conduct the City's general election or associated runoff elections exceeds the estimated pro-rata share advance payment made by the City, the City shall pay such excess amount to the County within thirty (30) days of the County's request for payment of the excess amount. Failure on the part of the City to remit payment timely is a material breach of this Agreement.

4.6 Notwithstanding anything else in this Agreement to the contrary, in compliance with O.C.G.A. § 21-2-45(c), the City understands and agrees that it shall be responsible for paying all costs incurred by the County in performing election services which the City has requested from the County.

ARTICLE 5 - SECURITY

5.1 The City shall be solely responsible for providing security at City polling places during the election periods in this Agreement. Additionally, the City shall ensure that the security personnel provided strictly comply with the Law Enforcements Guidelines attached hereto as Exhibit B. The City shall be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel provided by the City.

5.2 The County shall not be responsible for providing security at the polling places during the election periods in this Agreement. Furthermore, the County shall not be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel not provided by the County, or the security personnel provided by the City. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a

result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

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6.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

6.2 In the event that a City Election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

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6.4 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 7 - EMPLOYMENT STATUS

7.1 All County personnel assigned under this Agreement are and will continue to be under the supervision of the Fulton County Director of the DRE.

7.2 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 8 – VOTE REVIEW PANEL

8.1 O.C.G.A. § 21-2-483 requires the creation of a vote review panel to manually review ballots rejected by the central tabulator. This statute further requires that in nonpartisan elections, the Chief Judge of the Superior Court of Fulton County, Georgia ("Chief Judge") shall appoint two electors of the City, to serve on a vote review panel. To assist with this requirement, the City agrees

to provide the County with a list of no less than five responsible and morally upstanding electors of the City, from which the Chief Judge may choose. This list shall be provided no later than **October 3, 2025.**

ARTICLE 9 - RECORDKEEPING AND REPORTING

9.1 The DRE is the central repository for all DRE records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

9.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records stemming from the services provided under this Agreement, at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 10 - E-VERIFY AND TITLE VI

Each Party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each Party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-Verify and Title VI requirements under applicable law.

ARTICLE 11 - AUTHORIZATION

Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The Parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

ARTICLE 12 - TERMINATION AND REMEDIES

Either Party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever or no reason at all, by notice in writing to the other Party delivered at least thirty (30) days prior to the effective date of the termination. Upon termination, the City shall be responsible for any and all costs the County has incurred, for preparation and/or performance of the City Election, up to receipt of notice to terminate this Agreement. Without terminating this Agreement, the County may suspend, delay, or interrupt all or any part of its responsibilities under this Agreement for the period of time that the County determines appropriate for its convenience.

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notice being given by the City to the County Elections Superintendent or by the County to the City Clerk. Notices shall be addressed to the Parties at the following addresses:

If to the County: Fulton County Board of Registration and Elections
Attn: Director
5600 Campbellton Fairburn Road
Fairburn, GA 30213

With a copy to: Fulton County Office of the County Attorney
Attn: County Attorney
141 Pryor Street SW, Suite 4038
Atlanta, Georgia 30303

If to the City: City Clerk

_____

_____

With a copy to: City Attorney

_____

_____

ARTICLE 14 - NON-ASSIGNABILITY

Neither Party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 15 - ENTIRE AGREEMENT

The Parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the Parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All Parties must sign any subsequent changes in the Agreement.

ARTICLE 16 - SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any Party institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

ARTICLE 17 - BINDING EFFECT

This Agreement is intended for the benefit of the Parties hereto and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

ARTICLE 18 - COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument. Electronic signatures shall have the same weight and effect of wet signatures.

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

DATED: _____

Attest: _____
Tonya R. Grier, Clerk to Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

APPROVED AS TO SUBSTANCE:

Nadine Williams, Director
Fulton County Department of Registration and Elections

[Signatures Continued on Following Page]

ITEM # 25-0750 FRM 10 / 01 / 25
FIRST REGULAR MEETING

CITY OF MOUNTAIN PARK, GEORGIA

_____ **(SEAL)**

Mayor

APPROVED AS TO FORM:

_____

City Attorney

APPROVED AS TO SUBSTANCE:

_____

City Clerk

EXHIBIT A

As per the Agreement executed on 7/29/2025, the City of Mountain Park, hereby requests that Fulton County conduct its General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

The last day to register to vote in this election is **October 6, 2025.**

The list of early voting locations will be forthcoming.

.

This 29 day of July, 2025.

(SEAL)
City Clerk

Fulton County, Georgia agrees to conduct the City of Mountain Park's General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

This 1 day of October, 2025.

(SEAL)
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

https://fc0365.sharepoint.com/sites/CountyAttorney/CAContracts/Elections/2025 Elections Municipal IGA/02.24.23 2025 IGA - ELECTIONS TEMPLATE for Cities.docx

ITEM #25-0750 FRM 10/01/25
FIRST REGULAR MEETING

Docusign Envelope ID: B58CF26B-CB5E-4648-9587-FD447D3CB0C0

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ELECTION SERVICES BETWEEN FULTON COUNTY, GEORGIA and CITY OF PALMETTO, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 9th day of September, 2025, between Fulton County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of Palmetto, Georgia ("City"), a municipal corporation lying wholly or partially within the County (each a "Party" and collectively the "Parties").

WHEREAS, the Parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City desires to contract with the County to conduct the City's 2025 general election and potential runoff elections for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality, via adoption of an ordinance, may authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may request that the county perform all duties as superintendent of elections as specified in Title 21 of Georgia Law.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1 - CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the Parties that any elections which the County has agreed to perform based on the City's request ("City Elections") shall be conducted in compliance with all applicable federal, state, and local legal requirements.

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1.2 For each election that the City would like the County to perform, the City, at its sole option, shall submit to County a request for the County to conduct the City's municipal election, in the form attached hereto as Exhibit A. Requests must be made and received at the address specified in the Notice Section below no later than **April 28, 2025** to allow the County sufficient advance time and notice to adequately prepare to conduct the City Election. If a request is not made and received within the prescribed time, the County shall not conduct the City's election even if the City has so requested the County conduct an election.

1.3 In the event the City requires a special election as defined by O.C.G.A. § 21-2-2(33), the City and the County shall confer as allowed by law and determine the cost the City will pay for the County's election services, and a mutually convenient date to conduct any such election.

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by the Chairman of the Fulton County, Georgia Board of Commissioners, or on behalf of the governing authority of Fulton County, Georgia and will terminate on **December 31, 2025**, unless otherwise terminated as set forth herein.

ARTICLE 3 - DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, and contingent upon the City's timely request and agreement by the County to conduct a City election, each Party shall provide the following enumerated services for the election to be held **November 4, 2025**, and any associated runoff elections which may occur:

3.1 The County, through the Department of Registration and Elections ("DRE") or their designee(s), shall be responsible for:

a) Designating early and advance voting sites and hours;

b) Placing the City's candidate(s) on the electronic and printed ballots for City Elections after qualifying;

c) Placing the City's referendum question(s) on the ballot for a City Election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);

d) Hiring, training, supervising, and paying poll officers and absentee ballot clerks;

e) Preparing and submitting to the City Clerk, as required by O.C.G.A. § 21-2-224(e), a list of electors;

f) Performing duties of elections Superintendent and absentee ballot clerk for the **November 4, 2025**, City Election;

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g) Performing logic and accuracy testing as required by Sections 183-1-12-.08 of the Official Compilation of Rules and Regulations of the State of Georgia;

h) Providing staff, equipment and supplies for conducting the **November 4, 2025**, City general election at City polling places on City Election days and for conducting recounts as may be required;

i) Certifying City Election returns as required by O.C.G.A. § 21-2-493, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk or as otherwise directed; and

j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts.

3.2 The City shall be responsible for:

a) Recommending, with the understanding that the County shall make the final determination of, early voting sites and hours of operation to the County in conformance with current election laws and regulations;

b) Adopting Election ordinances pursuant to O.C.G.A. § 21-2-45(c);

c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*;

d) Fixing and publishing the qualifying fee as required by O.C.G.A. § 21-2-131;

e) Collecting and retaining the qualifying fee as required by O.C.G.A. § 21-2-131, as it may be amended;

f) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

g) Verifying the City's voter list and street maintenance files by **September 26, 2025**.

h) Providing the County with an electronic copy of referendums that must be placed on a ballot;

i) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and

j) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4 - COMPENSATION AND CONSIDERATION

4.1 To conduct the general elections and associated run-off elections for all fifteen (15) municipalities within the County's geographical territory, the County estimates that the total cost to the County will be **$5,571,776.00** to conduct general municipal elections and **$2,387,629.00** to conduct any associated runoff elections.

4.2 In consideration for the County's election services, the City shall pay an estimated pro-rata share of the total election cost based on the City's number of registered voters. Payments must be received by the County at least four (4) months prior to the date of the City's scheduled general election and two (2) weeks prior to any associated run-off election.

4.3 The City's estimated pro-rata share of the total election cost presently is **$0.00** to conduct general municipal elections and **$8,991.52** to conduct any associated runoff elections. This amount is subject to recalculation if the County does not provide all cities within the County's jurisdictional limits with election assistance in 2025. The County will notify the City of any change in the City's estimated pro-rata share no later than **November 14, 2025**.

4.4 If the estimated pro-rata shares payment results in the City making payments in excess of the actual cost of performing the City's requested election services, such excess payments shall be refunded to the City.

4.5 If the actual cost to the County to conduct the City's general election or associated runoff elections exceeds the estimated pro-rata share advance payment made by the City, the City shall pay such excess amount to the County within thirty (30) days of the County's request for payment of the excess amount. Failure on the part of the City to remit payment timely is a material breach of this Agreement.

4.6 Notwithstanding anything else in this Agreement to the contrary, in compliance with O.C.G.A. § 21-2-45(c), the City understands and agrees that it shall be responsible for paying all costs incurred by the County in performing election services which the City has requested from the County.

ARTICLE 5 - SECURITY

5.1 The City shall be solely responsible for providing security at City polling places during the election periods in this Agreement. Additionally, the City shall ensure that the security personnel provided strictly comply with the Law Enforcements Guidelines attached hereto as Exhibit B. The City shall be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel provided by the City.

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5.2 The County shall not be responsible for providing security at the polling places during the election periods in this Agreement. Furthermore, the County shall not be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel not provided by the County, or the security personnel provided by the City. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

ARTICLE 6 - LEGAL RESPONSIBILITIES

6.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

6.2 In the event that a City Election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

6.3 It is the intent of the Parties for them, along with their officials, officers, employees and agents to be covered under the auspices of any applicable immunity granted by law, including sovereign immunity and official or qualified immunities.

6.4 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 7 - EMPLOYMENT STATUS

7.1 All County personnel assigned under this Agreement are and will continue to be under the supervision of the Fulton County Director of the DRE.

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7.2 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 8 – VOTE REVIEW PANEL

8.1 O.C.G.A. § 21-2-483 requires the creation of a vote review panel to manually review ballots rejected by the central tabulator. This statute further requires that in nonpartisan elections, the Chief Judge of the Superior Court of Fulton County, Georgia ("Chief Judge") shall appoint two electors of the City, to serve on a vote review panel. To assist with this requirement, the City agrees to provide the County with a list of no less than five responsible and morally upstanding electors of the City, from which the Chief Judge may choose. This list shall be provided no later than **October 3, 2025.**

ARTICLE 9 - RECORDKEEPING AND REPORTING

9.1 The DRE is the central repository for all DRE records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

9.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records stemming from the services provided under this Agreement, at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 10 - E-VERIFY AND TITLE VI

Each Party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each Party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-Verify and Title VI requirements under applicable law.

ARTICLE 11 - AUTHORIZATION

Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The Parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

ARTICLE 12 - TERMINATION AND REMEDIES

Either Party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever or no reason at all, by notice in writing to the other Party delivered at least thirty (30) days prior to the effective date of the termination. Upon termination, the City shall be responsible

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for any and all costs the County has incurred, for preparation and/or performance of the City Election, up to receipt of notice to terminate this Agreement. Without terminating this Agreement, the County may suspend, delay, or interrupt all or any part of its responsibilities under this Agreement for the period of time that the County determines appropriate for its convenience.

ARTICLE 13 - NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested, or statutory overnight delivery. The Parties further agree to provide to each other non-binding duplicate electronic mail notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Superintendent or by the County to the City Clerk. Notices shall be addressed to the Parties at the following addresses:

If to the County:

Fulton County Board of Registration and Elections
Attn: Director
5600 Campbellton Fairburn Road
Fairburn, GA 30213

With a copy to:

Fulton County Office of the County Attorney
Attn: County Attorney
141 Pryor Street SW, Suite 4038
Atlanta, Georgia 30303

If to the City:

City Clerk

Jasmine A. Ridges
509 Toombs Street; Palmetto, GA 30268

With a copy to:

City Attorney

Signed by:
L'Erin Barnes Wiggins, Esq.
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Also contact:

Mrs. Sylvia Bedic
City Administrator
509 Toombs Street
Palmetto, GA 30268

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ARTICLE 14 - NON-ASSIGNABILITY

Neither Party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 15 - ENTIRE AGREEMENT

The Parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the Parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All Parties must sign any subsequent changes in the Agreement.

ARTICLE 16 - SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any Party institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

ARTICLE 17 - BINDING EFFECT

This Agreement is intended for the benefit of the Parties hereto and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

ARTICLE 18 - COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument. Electronic signatures shall have the same weight and effect of wet signatures.

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

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FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

DATE:

Attest:
Tonya R. Grier, Clerk to Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

APPROVED AS TO SUBSTANCE:

Nadine Williams, Director
Fulton County Department of Registration and Elections

[Signatures Continued on Following Page]

CITY OF PALMETTO, GEORGIA

Mayor

APPROVED AS TO FORM:

Signed by:
L'Erin Barnes Wiggins, Esq.
3CB5C45DD3074...

City Attorney

APPROVED AS TO SUBSTANCE:

City Clerk

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EXHIBIT A

As per the Agreement executed on September 9, 2025, the City of Palmetto, hereby requests that Fulton County conduct its General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

The last day to register to vote in this election is **October 6, 2025**.

The list of early voting locations will be forthcoming.

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This 9th day of Sept., 2025.

Jasmine A. Ridgeway (SEAL)
City Clerk

Fulton County, Georgia agrees to conduct the City of Palmetto's General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

This 1 day of October 2025.

(SEAL)
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

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ITEM #25-0750 FRM 10/01/25
FIRST REGULAR MEETING

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ELECTION SERVICES BETWEEN FULTON COUNTY, GEORGIA and CITY OF ROSWELL, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into this ____ day of _____, 2025, between Fulton County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of Roswell, Georgia ("City"), a municipal corporation lying wholly or partially within the County (each a "Party" and collectively the "Parties").

WHEREAS, the Parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City desires to contract with the County to conduct the City's 2025 general election and potential runoff elections for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality, via adoption of an ordinance, may authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may request that the county perform all duties as superintendent of elections as specified in Title 21 of Georgia Law.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1 - CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the Parties that any elections which the County has agreed to perform based on the City's request ("City Elections") shall be conducted in compliance with all applicable federal, state, and local legal requirements.

1.2 For each election that the City would like the County to perform, the City, at its sole option, shall submit to County a request for the County to conduct the City's municipal election, in the form attached hereto as Exhibit A. Requests must be made and received at the address specified in the Notice Section below no later than **April 28, 2025** to allow the County sufficient advance time and notice to adequately prepare to conduct the City Election. If a request is not made and received within the prescribed time, the County shall not conduct the City's election even if the City has so requested the County conduct an election.

1.3 In the event the City requires a special election as defined by O.C.G.A. § 21-2-2(33), the City and the County shall confer as allowed by law and determine the cost the City will pay for the County's election services, and a mutually convenient date to conduct any such election.

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by the Chairman of the Fulton County, Georgia Board of Commissioners, or on behalf of the governing authority of Fulton County, Georgia and will terminate on **December 31, 2025**, unless otherwise terminated as set forth herein.

ARTICLE 3 - DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, and contingent upon the City's timely request and agreement by the County to conduct a City election, each Party shall provide the following enumerated services for the election to be held **November 4, 2025**, and any associated runoff elections which may occur:

3.1 The County, through the Department of Registration and Elections ("DRE") or their designee(s), shall be responsible for:

a) Designating early and advance voting sites and hours;

b) Placing the City's candidate(s) on the electronic and printed ballots for City Elections after qualifying;

c) Placing the City's referendum question(s) on the ballot for a City Election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);

d) Hiring, training, supervising, and paying poll officers and absentee ballot clerks;

e) Preparing and submitting to the City Clerk, as required by O.C.G.A. § 21-2-224(e), a list of electors;

f) Performing duties of elections Superintendent and absentee ballot clerk for the **November 4, 2025**, City Election;

g) Performing logic and accuracy testing as required by Sections 183-1-12-.08 of the Official Compilation of Rules and Regulations of the State of Georgia;

h) Providing staff, equipment and supplies for conducting the **November 4, 2025**, City general election at City polling places on City Election days and for conducting recounts as may be required;

i) Certifying City Election returns as required by O.C.G.A. § 21-2-493, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk or as otherwise directed; and

j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts.

3.2 The City shall be responsible for:

a) Recommending, with the understanding that the County shall make the final determination of, early voting sites and hours of operation to the County in conformance with current election laws and regulations;

b) Adopting Election ordinances pursuant to O.C.G.A. § 21-2-45(c);

c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*;

d) Fixing and publishing the qualifying fee as required by O.C.G.A. § 21-2-131;

e) Collecting and retaining the qualifying fee as required by O.C.G.A. § 21-2-131, as it may be amended;

f) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

g) Verifying the City's voter list and street maintenance files by **September 26, 2025**.

h) Providing the County with an electronic copy of referendums that must be placed on a ballot;

i) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and

j) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4 - COMPENSATION AND CONSIDERATION

4.1 To conduct the general elections and associated run-off elections for all fifteen (15) municipalities within the County's geographical territory, the County estimates that the total cost to the County will be **$5,571,776.00** to conduct general municipal elections and **$2,387,629.00** to conduct any associated runoff elections.

4.2 In consideration for the County's election services, the City shall pay an estimated pro-rata share of the total election cost based on the City's number of registered voters. Payments must be received by the County at least four (4) months prior to the date of the City's scheduled general election and two (2) weeks prior to any associated run-off election.

4.3 The City's estimated pro-rata share of the total election cost presently is **$41,770.00 for the cost of one (1) additional advance polling location** to conduct general municipal elections and **$196,978.19** to conduct any associated runoff elections. This amount is subject to recalculation if the County does not provide all cities within the County's jurisdictional limits with election assistance in 2025. The County will notify the City of any change in the City's estimated pro-rata share no later than **November 14, 2025**.

4.4 If the estimated pro-rata shares payment results in the City making payments in excess of the actual cost of performing the City's requested election services, such excess payments shall be refunded to the City.

4.5 If the actual cost to the County to conduct the City's general election or associated runoff elections exceeds the estimated pro-rata share advance payment made by the City, the City shall pay such excess amount to the County within thirty (30) days of the County's request for payment of the excess amount. Failure on the part of the City to remit payment timely is a material breach of this Agreement.

4.6 Notwithstanding anything else in this Agreement to the contrary, in compliance with O.C.G.A. § 21-2-45(c), the City understands and agrees that it shall be responsible for paying all costs incurred by the County in performing election services which the City has requested from the County.

ARTICLE 5 - SECURITY

5.1 The City shall be solely responsible for providing security at City polling places during the election periods in this Agreement. Additionally, the City shall ensure that the security personnel provided strictly comply with the Law Enforcements Guidelines attached hereto as Exhibit B. The City shall be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel provided by the City.

5.2 The County shall not be responsible for providing security at the polling places during the election periods in this Agreement. Furthermore, the County shall not be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel not provided by the County, or the security personnel provided by the City. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

ARTICLE 6 - LEGAL RESPONSIBILITIES

6.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

6.2 In the event that a City Election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

6.3 It is the intent of the Parties for them, along with their officials, officers, employees and agents to be covered under the auspices of any applicable immunity granted by law, including sovereign immunity and official or qualified immunities.

6.4 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 7 - EMPLOYMENT STATUS

7.1 All County personnel assigned under this Agreement are and will continue to be under the supervision of the Fulton County Director of the DRE.

7.2 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 8 – VOTE REVIEW PANEL

8.1 O.C.G.A. § 21-2-483 requires the creation of a vote review panel to manually review ballots rejected by the central tabulator. This statute further requires that in nonpartisan elections, the Chief Judge of the Superior Court of Fulton County, Georgia ("Chief Judge") shall appoint two electors of the City, to serve on a vote review panel. To assist with this requirement, the City agrees to provide the County with a list of no less than five responsible and morally upstanding electors of the City, from which the Chief Judge may choose. This list shall be provided no later than **October 3, 2025**.

ARTICLE 9 - RECORDKEEPING AND REPORTING

9.1 The DRE is the central repository for all DRE records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

9.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records stemming from the services provided under this Agreement, at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 10 - E-VERIFY AND TITLE VI

Each Party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each Party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-Verify and Title VI requirements under applicable law.

ARTICLE 11 - AUTHORIZATION

Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The Parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

ARTICLE 12 - TERMINATION AND REMEDIES

Either Party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever or no reason at all, by notice in writing to the other Party delivered at least thirty (30) days prior to the effective date of the termination. Upon termination, the City shall be responsible

for any and all costs the County has incurred, for preparation and/or performance of the City Election, up to receipt of notice to terminate this Agreement. Without terminating this Agreement, the County may suspend, delay, or interrupt all or any part of its responsibilities under this Agreement for the period of time that the County determines appropriate for its convenience.

ARTICLE 13 - NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested, or statutory overnight delivery. The Parties further agree to provide to each other non-binding duplicate electronic mail notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Superintendent or by the County to the City Clerk. Notices shall be addressed to the Parties at the following addresses:

If to the County:

Fulton County Board of Registration and Elections
Attn: Director
5600 Campbellton Fairburn Road
Fairburn, GA 30213

With a copy to:

Fulton County Office of the County Attorney
Attn: County Attorney
141 Pryor Street SW, Suite 4038
Atlanta, Georgia 30303

If to the City:

City Clerk
Nancy Saviano Long
38 Hill Street
Boswell, Ga 30075

With a copy to:

City Attorney
David Davidson
38 Hill Street, Suite 110
Boswell, Ga. 30075

ARTICLE 14 - NON-ASSIGNABILITY

Neither Party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 15 - ENTIRE AGREEMENT

The Parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the Parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All Parties must sign any subsequent changes in the Agreement.

ARTICLE 16 - SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any Party institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

ARTICLE 17 - BINDING EFFECT

This Agreement is intended for the benefit of the Parties hereto and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

ARTICLE 18 - COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument. Electronic signatures shall have the same weight and effect of wet signatures.

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

DATE:

Attest:
Tonya R. Grier, Clerk to Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

APPROVED AS TO SUBSTANCE:

Nadine Williams, Director
Fulton County Department of Registration and Elections

[Signatures Continued on Following Page]

ITEM # 250750 FRM 10/01/25
FIRST REGULAR MEETING

CITY OF ROSWELL, GEORGIA

Mayor

APPROVED AS TO FORM:

City Attorney, David Davidson

APPROVED AS TO SUBSTANCE:

City Clerk, Nancy Saviano Long

EXHIBIT A

As per the Agreement executed on July 28, 2025, the City of Roswell, hereby requests that Fulton County conduct its General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

The last day to register to vote in this election is **October 6, 2025**.

The list of early voting locations will be forthcoming.

.

This 28th day of July, 2025.

Nancy Soriano Long (SEAL)
City Clerk

Fulton County, Georgia agrees to conduct the City of Roswell's General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

This 1 day of October, 2025.

(SEAL)
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

https://fc0365.sharepoint.com/sites/CountyAttorney/CAContracts/Elections/2025 Elections Municipal IGA/02.24.23 2025 IGA - ELECTIONS TEMPLATE for Cities.docx

ITEM #25-0750 FRM 10/01/25
FIRST REGULAR MEETING

Exhibit B
INVOICE

Fulton County Department of Registration and Elections
5600 Campbellton Fairburn Road
Fairburn, Georgia 30213
Phone: (404) 612-7020

Date: 7/3/2025
INVOICE #
ROS112025REVISED

TO **City of Roswell**
Deputy City Clerk's Office
38 Hill Street, Suite 115
Roswell, GA 30075
770-597-6283
Attn: Ms. Nancy long

Item no.	Description	Total
1	One (1) Additional Advance Polling location: Advance to Conduct City of Roswell Public Service Commission General / Municipal General Election - November 4, 2025	$41,770.00
	Cost of $41,770.00 per location	
	TOTAL DUE	$41,770.00
MAKE CHECK PAYABLE TO: "FULTON COUNTY DIRECTOR OF FINANCE" MAIL TO: 5600 CAMPBELLTON FAIRBURN ROAD FAIRBURN, GA 30213 PAYMENT DUE: AUGUST 7, 2025		

Exhibit B
INVOICE

Fulton County Department of Registration and Elections
5600 Campbellton Fairburn Road
Fairburn, Georgia 30213
Phone: (404) 612-7020

Date: 7/1/2025
INVOICE # ROS122025

TO
City of Roswell
Deputy City Clerk's Office
38 Hill Street, Suite 115
Roswell, GA 30075
770-597-6283
Attn: Ms. Nancy long

Item no.	Description	Total
1	Advance to Conduct City of Roswell Public Service Commission General / Municipal General Runoff Election - December 02, 2025	$196,978.19
	TOTAL DUE	$196,978.19

MAKE CHECK PAYABLE TO: "FULTON COUNTY DIRECTOR OF FINANCE"
MAIL TO: 5600 CAMPBELLTON FAIRBURN ROAD FAIRBURN, GA 30213
PAYMENT DUE: NOVEMBER 18, 2025

Exhibit B
INVOICE

Fulton County Department of Registration and Elections
5600 Campbellton Fairburn Road
Fairburn, Georgia 30213
Phone: (404) 612-7020

Date: 7/3/2025
INVOICE #
ROS112025REVISED

TO **City of Roswell**
Deputy City Clerk's Office
38 Hill Street, Suite 115
Roswell, GA 30075
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City of Roswell
Meeting Minutes
Mayor and Council
Special Called Meeting

Mayor Kurt Wilson
Councilmember Sarah Beeson
Councilmember Christine Hall
Councilmember G. Lee Hills
Councilmember David Johnson
Councilmember William Morthland
Councilmember Allen Sells

Wednesday, March 26, 2025	**5:00 PM**	**City Hall - Council Chambers**

Welcome

Mayor Kurt Wilson: Present, Councilmember Sarah Beeson: Present, Councilmember Christine Hall: Present, Councilmember G. Lee Hills: Present, Councilmember David Johnson: Present, Councilmember William Morthland: Present, Councilmember Allen Sells: Present.

Invocation/Moment of Silence - Calvin Asbury

Pledge of Allegiance - Calvin Asbury

Administration and Governance Department - Liaison Councilmember Christine Hall

1. **Approval of an additional Advance Voting site for the November 2025 Municipal General Election.**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Christine Hall, Councilmember
SECONDER:	David Johnson, Councilmember
IN FAVOR:	Beeson, Hall, Hills, Johnson, Morthland, Sells

Environmental / Public Works Department - Liaison Councilmember Allen Sells
Department Head Brian Watson

2. **Approval to award a contract to Winter Construction for the Green Street Parking Deck in the amount of $14,485,600 and budget amendment (BA31615653-03-27-25) in amount of $500,000.**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Allen Sells, Councilmember
SECONDER:	G. Lee Hills, Councilmember
IN FAVOR:	Beeson, Hall, Hills, Johnson, Morthland, Sells

Addendum

Transportation Department - Liaison Councilmember David Johnson
Department Head Jeffrey Littlefield

3. **Approval to award a construction contract for the Hardscrabble Road Multi-use Trail project to SOL Construction LLC in the amount of $2,377,648.77 with a budget authorization of $2,497,648.77.**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	David Johnson, Councilmember
SECONDER:	G. Lee Hills, Councilmember
IN FAVOR:	Beeson, Hall, Hills, Johnson, Morthland, Sells

City Attorney's Report

4. **Recommendation for Closure to Discuss Personnel, Litigation and Real Estate.**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	David Johnson, Councilmember
SECONDER:	Allen Sells, Councilmember
IN FAVOR:	Beeson, Hall, Hills, Johnson, Morthland, Sells

Adjournment

The meeting was adjourned at 6:23 PM.

The March 26, 2025 Special Called Mayor and Council meeting minutes were approved on April 14, 2025.

Nancy Saviano Long

Nancy Saviano Long, City Clerk

Resolution No. 2025-07-25

State of Georgia
County of Fulton

July 28, 2025

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ROSWELL, GEORGIA AUTHORIZING FULTON COUNTY TO CONDUCT THE GENERAL MUNICIPAL ELECTION INCLUDING ANY RUNOFF ELECTION AND AUTHORIZING THE MAYOR AND/OR CITY ADMINISTRATOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT (IGA) FOR PROVISION OF THE SAME

WHEREAS, O.C.G.A. Section 21-2-45 authorizes a municipality to contract with a county within which that municipality lies to conduct elections; and

WHEREAS, Section Ch.5.30 of the Roswell Code of Ordinances provides that the city council may authorize Fulton County to conduct elections on the city's behalf; and

WHEREAS, the City of Roswell and Fulton County have prepared an Intergovernmental Agreement ("IGA") for the provision of election services; and

WHEREAS, a copy of said IGA is attached hereto and incorporated herein:

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Roswell, Georgia as follows;

Fulton County is authorized to conduct elections and perform duties as superintendent of elections as provided in the attached IGA and the Mayor and/or City Administrator are authorized to execute the IGA attached hereto and incorporated here on behalf of the City of Roswell.

The above Resolution was read and approved by the Mayor and Council of the City of Roswell, Georgia on the 28th day of July, 2025.

Kurt M. Wilson, Mayor

Attest:

Nancy Saviano Long, City Clerk

(SEAL)

Regular Meeting | **Monday, July 28, 2025** | **7:00 PM**

Consent Agenda

RESULT:	**CONSENT AGENDA APPROVED [UNANIMOUS]**
MOVER:	David Johnson, Councilmember
SECONDER:	Allen Sells, Councilmember
IN FAVOR:	Beeson, Hall, Hills, Johnson, Morthland, Sells

1. **9909** **Approval for the Mayor or City Administrator to award a contract to Webb Construction for construction of the Police Permanent Evidence Facility in an amount not to exceed $2,200,000.**

2. **9924** **Approval for the Mayor or City Administrator to Approve the Wexford Club Inc.'s Dredging Assistance Policy Application.**

3. **9937** **Approval of a Resolution authorizing Fulton County to conduct the Municipal General Election on November 4, 2025 and associated runoff election if necessary on December 2, 2025 and establishing authority for the Mayor and/or City Administrator to sign a contract / Intergovernmental Agreement (IGA) for conducting the election and runoff to include the cost of one (1) additional advance polling location.**
   Resolution No. 2025-07-25

Regular Agenda

1. **9965** **Comprehensive Growth Plan 2045: Appointment of Members to the Stakeholder Committee**
   The following members were appointed to the Comprehensive Growth Plan 2045 Stakeholder Committee:

   Christine Hall (Councilmember)
   Allen Sells (Councilmember)
   Deb Ewing
   Ward Green
   Denise Rauch
   Clair Snedeker
   Jeff Jablonski
   George Crumley
   Bill Wilkinson (DDA member)
   Jay Corona (RDA member)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	David Johnson, Councilmember
SECONDER:	G. Lee Hills, Councilmember
IN FAVOR:	Beeson, Hall, Hills, Johnson, Morthland, Sells

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ELECTION SERVICES BETWEEN FULTON COUNTY, GEORGIA and CITY OF SANDY SPRINGS, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 5 day of August, 2025, between Fulton County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of Sandy Springs, Georgia ("City"), a municipal corporation lying wholly or partially within the County (each a "Party" and collectively the "Parties").

WHEREAS, the Parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City desires to contract with the County to conduct the City's 2025 general election and potential runoff elections for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality, via adoption of an ordinance, may authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may request that the county perform all duties as superintendent of elections as specified in Title 21 of Georgia Law.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1 - CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the Parties that any elections which the County has agreed to perform based on the City's request ("City Elections") shall be conducted in compliance with all applicable federal, state, and local legal requirements.

1.2 For each election that the City would like the County to perform, the City, at its sole option, shall submit to County a request for the County to conduct the City's municipal election, in the form attached hereto as Exhibit A. Requests must be made and received at the address specified in the Notice Section below no later than **April 28, 2025** to allow the County sufficient advance time and notice to adequately prepare to conduct the City Election. If a request is not made and received within the prescribed time, the County shall not conduct the City's election even if the City has so requested the County conduct an election.

1.3 In the event the City requires a special election as defined by O.C.G.A. § 21-2-2(33), the City and the County shall confer as allowed by law and determine the cost the City will pay for the County's election services, and a mutually convenient date to conduct any such election.

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by the Chairman of the Fulton County, Georgia Board of Commissioners, or on behalf of the governing authority of Fulton County, Georgia and will terminate on **December 31, 2025**, unless otherwise terminated as set forth herein.

ARTICLE 3 - DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, and contingent upon the City's timely request and agreement by the County to conduct a City election, each Party shall provide the following enumerated services for the election to be held **November 4, 2025**, and any associated runoff elections which may occur:

3.1 The County, through the Department of Registration and Elections ("DRE") or their designee(s), shall be responsible for:

a) Designating early and advance voting sites and hours;

b) Placing the City's candidate(s) on the electronic and printed ballots for City Elections after qualifying;

c) Placing the City's referendum question(s) on the ballot for a City Election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);

d) Hiring, training, supervising, and paying poll officers and absentee ballot clerks;

e) Preparing and submitting to the City Clerk, as required by O.C.G.A. § 21-2-224(e), a list of electors;

f) Performing duties of elections Superintendent and absentee ballot clerk for the **November 4, 2025**, City Election;

g) Performing logic and accuracy testing as required by Sections 183-1-12-.08 of the Official Compilation of Rules and Regulations of the State of Georgia;

h) Providing staff, equipment and supplies for conducting the **November 4, 2025**, City general election at City polling places on City Election days and for conducting recounts as may be required;

i) Certifying City Election returns as required by O.C.G.A. § 21-2-493, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk or as otherwise directed; and

j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts.

3.2 The City shall be responsible for:

a) Recommending, with the understanding that the County shall make the final determination of, early voting sites and hours of operation to the County in conformance with current election laws and regulations;

b) Adopting Election ordinances pursuant to O.C.G.A. § 21-2-45(c);

c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*;

d) Fixing and publishing the qualifying fee as required by O.C.G.A. § 21-2-131;

e) Collecting and retaining the qualifying fee as required by O.C.G.A. § 21-2-131, as it may be amended;

f) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

g) Verifying the City's voter list and street maintenance files by **September 26, 2025.**

h) Providing the County with an electronic copy of referendums that must be placed on a ballot;

i) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and

j) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4 - COMPENSATION AND CONSIDERATION

4.1 To conduct the general elections and associated run-off elections for all fifteen (15) municipalities within the County's geographical territory, the County estimates that the total cost to the County will be **$5,571,776.00** to conduct general municipal elections and **$2,387,629.00** to conduct any associated runoff elections.

4.2 In consideration for the County's election services, the City shall pay an estimated pro-rata share of the total election cost based on the City's number of registered voters. Payments must be received by the County at least four (4) months prior to the date of the City's scheduled general election and two (2) weeks prior to any associated run-off election.

4.3 The City's estimated pro-rata share of the total election cost presently is **$0.00** to conduct general municipal elections and **$220,630.31** to conduct any associated runoff elections. This amount is subject to recalculation if the County does not provide all cities within the County's jurisdictional limits with election assistance in 2025. The County will notify the City of any change in the City's estimated pro-rata share no later than **November 14, 2025**.

4.4 If the estimated pro-rata shares payment results in the City making payments in excess of the actual cost of performing the City's requested election services, such excess payments shall be refunded to the City.

4.5 If the actual cost to the County to conduct the City's general election or associated runoff elections exceeds the estimated pro-rata share advance payment made by the City, the City shall pay such excess amount to the County within thirty (30) days of the County's request for payment of the excess amount. Failure on the part of the City to remit payment timely is a material breach of this Agreement.

4.6 Notwithstanding anything else in this Agreement to the contrary, in compliance with O.C.G.A. § 21-2-45(c), the City understands and agrees that it shall be responsible for paying all costs incurred by the County in performing election services which the City has requested from the County.

ARTICLE 5 - SECURITY

5.1 The City shall be solely responsible for providing security at City polling places during the election periods in this Agreement. Additionally, the City shall ensure that the security personnel provided strictly comply with the Law Enforcements Guidelines attached hereto as Exhibit B. The City shall be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel provided by the City.

5.2 The County shall not be responsible for providing security at the polling places during the election periods in this Agreement. Furthermore, the County shall not be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel not provided by the County, or the security personnel provided by the City. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

ARTICLE 6 - LEGAL RESPONSIBILITIES

6.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

6.2 In the event that a City Election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

6.3 It is the intent of the Parties for them, along with their officials, officers, employees and agents to be covered under the auspices of any applicable immunity granted by law, including sovereign immunity and official or qualified immunities.

6.4 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 7 - EMPLOYMENT STATUS

7.1 All County personnel assigned under this Agreement are and will continue to be under the supervision of the Fulton County Director of the DRE.

7.2 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 8 – VOTE REVIEW PANEL

8.1 O.C.G.A. § 21-2-483 requires the creation of a vote review panel to manually review ballots rejected by the central tabulator. This statute further requires that in nonpartisan elections, the Chief Judge of the Superior Court of Fulton County, Georgia ("Chief Judge") shall appoint two electors of the City, to serve on a vote review panel. To assist with this requirement, the City agrees to provide the County with a list of no less than five responsible and morally upstanding electors of the City, from which the Chief Judge may choose. This list shall be provided no later than **October 3, 2025**.

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9.1 The DRE is the central repository for all DRE records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

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Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The Parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

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Attn: Director
5600 Campbellton Fairburn Road
Fairburn, GA 30213

With a copy to:

Fulton County Office of the County Attorney
Attn: County Attorney
141 Pryor Street SW, Suite 4038
Atlanta, Georgia 30303

If to the City:

City Clerk
City of Sandy Springs
1 Galambos Way
Sandy Springs, GA 30328

With a copy to:

City Attorney
City of Sandy Springs
1 Galambos Way
Sandy Springs, GA 30328

ARTICLE 14 - NON-ASSIGNABILITY

Neither Party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 15 - ENTIRE AGREEMENT

The Parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the Parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All Parties must sign any subsequent changes in the Agreement.

ARTICLE 16 - SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any Party institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

ARTICLE 17 - BINDING EFFECT

This Agreement is intended for the benefit of the Parties hereto and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

ARTICLE 18 - COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument. Electronic signatures shall have the same weight and effect of wet signatures.

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

BOARD OF COMMISSIONERS FULTON COUNTY Georgia FOUNDED 1853

Attest: _____
Tonya R. Grier, Clerk to Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

APPROVED AS TO SUBSTANCE:

Nadine Williams, Director
Fulton County Department of Registration and Elections

[Signatures Continued on Following Page]

ITEM # 25-0950 FRM 10/01/25
FIRST REGULAR MEETING

CITY OF SANDY SPRINGS, GEORGIA

Mayor

APPROVED AS TO FORM:

City Attorney

APPROVED AS TO SUBSTANCE:

City Clerk

EXHIBIT A

As per the Agreement executed on August 5, 2025, the City of Sandy Springs, hereby requests that Fulton County conduct its General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

The last day to register to vote in this election is **October 6, 2025**.

The list of early voting locations will be forthcoming.

This 5th day of August, 2025.

City Clerk

(SEAL)

Fulton County, Georgia agrees to conduct the City of Sandy Springs's General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

This 1 day of October, 2025.

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

(SEAL)

https://fc0365.sharepoint.com/sites/CountyAttorney/CAContracts/Elections/2025 Elections Municipal IGA/02.24.23 2025 IGA - ELECTIONS TEMPLATE for Cities.docx

ITEM #25-0750 FRM 10/01/25
FIRST REGULAR MEETING

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ELECTION SERVICES BETWEEN FULTON COUNTY, GEORGIA and CITY OF SOUTH FULTON, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into this ____ day of _____, 2025, between Fulton County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of South Fulton, Georgia ("City"), a municipal corporation lying wholly or partially within the County (each a "Party" and collectively the "Parties").

WHEREAS, the Parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City desires to contract with the County to conduct the City's 2025 general election and potential runoff elections for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality, via adoption of an ordinance, may authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may request that the county perform all duties as superintendent of elections as specified in Title 21 of Georgia Law.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1 - CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the Parties that any elections which the County has agreed to perform based on the City's request ("City Elections") shall be conducted in compliance with all applicable federal, state, and local legal requirements.

1.2 For each election that the City would like the County to perform, the City, at its sole option, shall submit to County a request for the County to conduct the City's municipal election, in the form attached hereto as Exhibit A. Requests must be made and received at the address specified in the Notice Section below no later than **April 28, 2025** to allow the County sufficient advance time and notice to adequately prepare to conduct the City Election. If a request is not made and received within the prescribed time, the County shall not conduct the City's election even if the City has so requested the County conduct an election.

1.3 In the event the City requires a special election as defined by O.C.G.A. § 21-2-2(33), the City and the County shall confer as allowed by law and determine the cost the City will pay for the County's election services, and a mutually convenient date to conduct any such election.

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by the Chairman of the Fulton County, Georgia Board of Commissioners, or on behalf of the governing authority of Fulton County, Georgia and will terminate on **December 31, 2025**, unless otherwise terminated as set forth herein.

ARTICLE 3 - DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, and contingent upon the City's timely request and agreement by the County to conduct a City election, each Party shall provide the following enumerated services for the election to be held **November 4, 2025**, and any associated runoff elections which may occur:

3.1 The County, through the Department of Registration and Elections ("DRE") or their designee(s), shall be responsible for:

a) Designating early and advance voting sites and hours;

b) Placing the City's candidate(s) on the electronic and printed ballots for City Elections after qualifying;

c) Placing the City's referendum question(s) on the ballot for a City Election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);

d) Hiring, training, supervising, and paying poll officers and absentee ballot clerks;

e) Preparing and submitting to the City Clerk, as required by O.C.G.A. § 21-2-224(e), a list of electors;

f) Performing duties of elections Superintendent and absentee ballot clerk for the **November 4, 2025**, City Election;

g) Performing logic and accuracy testing as required by Sections 183-1-12-.08 of the Official Compilation of Rules and Regulations of the State of Georgia;

h) Providing staff, equipment and supplies for conducting the **November 4, 2025**, City general election at City polling places on City Election days and for conducting recounts as may be required;

i) Certifying City Election returns as required by O.C.G.A. § 21-2-493, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk or as otherwise directed; and

j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts.

3.2 The City shall be responsible for:

a) Recommending, with the understanding that the County shall make the final determination of, early voting sites and hours of operation to the County in conformance with current election laws and regulations;

b) Adopting Election ordinances pursuant to O.C.G.A. § 21-2-45(c);

c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*;

d) Fixing and publishing the qualifying fee as required by O.C.G.A. § 21-2-131;

e) Collecting and retaining the qualifying fee as required by O.C.G.A. § 21-2-131, as it may be amended;

f) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

g) Verifying the City's voter list and street maintenance files by **September 26, 2025**.

h) Providing the County with an electronic copy of referendums that must be placed on a ballot;

i) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and

j) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4 - COMPENSATION AND CONSIDERATION

4.1 To conduct the general elections and associated run-off elections for all fifteen (15) municipalities within the County's geographical territory, the County estimates that the total cost to the County will be **$5,571,776.00** to conduct general municipal elections and **$2,387,629.00** to conduct any associated runoff elections.

4.2 In consideration for the County's election services, the City shall pay an estimated pro-rata share of the total election cost based on the City's number of registered voters. Payments must be received by the County at least four (4) months prior to the date of the City's scheduled general election and two (2) weeks prior to any associated run-off election.

4.3 The City's estimated pro-rata share of the total election cost presently is **$83,540.00 for the cost of two (2) additional advance polling location** to conduct general municipal elections and **$265,646.09 including the cost of $16,087.00 for one (1) additional advance polling location** to conduct any associated runoff elections. This amount is subject to recalculation if the County does not provide all cities within the County's jurisdictional limits with election assistance in 2025. The County will notify the City of any change in the City's estimated pro-rata share no later than **November 14, 2025**.

4.4 If the estimated pro-rata shares payment results in the City making payments in excess of the actual cost of performing the City's requested election services, such excess payments shall be refunded to the City.

4.5 If the actual cost to the County to conduct the City's general election or associated runoff elections exceeds the estimated pro-rata share advance payment made by the City, the City shall pay such excess amount to the County within thirty (30) days of the County's request for payment of the excess amount. Failure on the part of the City to remit payment timely is a material breach of this Agreement.

4.6 Notwithstanding anything else in this Agreement to the contrary, in compliance with O.C.G.A. § 21-2-45(c), the City understands and agrees that it shall be responsible for paying all costs incurred by the County in performing election services which the City has requested from the County.

ARTICLE 5 - SECURITY

5.1 The City shall be solely responsible for providing security at City polling places during the election periods in this Agreement. Additionally, the City shall ensure that the security personnel provided strictly comply with the Law Enforcements Guidelines attached hereto as Exhibit B. The City shall be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel provided by the City.

5.2 The County shall not be responsible for providing security at the polling places during the election periods in this Agreement. Furthermore, the County shall not be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel not provided by the County, or the security personnel provided by the City. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

ARTICLE 6 - LEGAL RESPONSIBILITIES

6.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

6.2 In the event that a City Election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

6.3 It is the intent of the Parties for them, along with their officials, officers, employees and agents to be covered under the auspices of any applicable immunity granted by law, including sovereign immunity and official or qualified immunities.

6.4 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 7 - EMPLOYMENT STATUS

7.1 All County personnel assigned under this Agreement are and will continue to be under the supervision of the Fulton County Director of the DRE.

7.2 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 8 – VOTE REVIEW PANEL

8.1 O.C.G.A. § 21-2-483 requires the creation of a vote review panel to manually review ballots rejected by the central tabulator. This statute further requires that in nonpartisan elections, the Chief Judge of the Superior Court of Fulton County, Georgia ("Chief Judge") shall appoint two electors of the City, to serve on a vote review panel. To assist with this requirement, the City agrees to provide the County with a list of no less than five responsible and morally upstanding electors of the City, from which the Chief Judge may choose. This list shall be provided no later than **October 3, 2025**.

ARTICLE 9 - RECORDKEEPING AND REPORTING

9.1 The DRE is the central repository for all DRE records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

9.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records stemming from the services provided under this Agreement, at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 10 - E-VERIFY AND TITLE VI

Each Party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each Party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-Verify and Title VI requirements under applicable law.

ARTICLE 11 - AUTHORIZATION

Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The Parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

ARTICLE 12 - TERMINATION AND REMEDIES

Either Party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever or no reason at all, by notice in writing to the other Party delivered at least thirty (30) days prior to the effective date of the termination. Upon termination, the City shall be responsible

for any and all costs the County has incurred, for preparation and/or performance of the City Election, up to receipt of notice to terminate this Agreement. Without terminating this Agreement, the County may suspend, delay, or interrupt all or any part of its responsibilities under this Agreement for the period of time that the County determines appropriate for its convenience.

ARTICLE 13 - NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested, or statutory overnight delivery. The Parties further agree to provide to each other non-binding duplicate electronic mail notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Superintendent or by the County to the City Clerk. Notices shall be addressed to the Parties at the following addresses:

If to the County:

Fulton County Board of Registration and Elections
Attn: Director
5600 Campbellton Fairburn Road
Fairburn, GA 30213

With a copy to:

Fulton County Office of the County Attorney
Attn: County Attorney
141 Pryor Street SW, Suite 4038
Atlanta, Georgia 30303

If to the City:

City Clerk

_5440 Fulton Industrial Blvd. South Fulton, GA 30336__

With a copy to:

City Attorney

__5440 Fulton Industrial Blvd. South Fulton, GA 30336__

ARTICLE 14 - NON-ASSIGNABILITY

Neither Party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 15 - ENTIRE AGREEMENT

The Parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the Parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All Parties must sign any subsequent changes in the Agreement.

ARTICLE 16 - SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any Party institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

ARTICLE 17 - BINDING EFFECT

This Agreement is intended for the benefit of the Parties hereto and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

ARTICLE 18 - COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument. Electronic signatures shall have the same weight and effect of wet signatures.

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier, Clerk to Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

APPROVED AS TO SUBSTANCE:

Nadine Williams, Director
Fulton County Department of Registration and Elections

[Signatures Continued on Following Page]

ITEM #25-0750 FRM 10/01/25
FIRST REGULAR MEETING

CITY OF SOUTH FULTON, GEORGIA

_____ **(SEAL)**

khalid kamau, Mayor or Designee

APPROVED AS TO FORM:

_____

Sara D.E. Kelly, Interim City Attorney

APPROVED AS TO SUBSTANCE:

_____ 7/25/25

Corey Adams, City Clerk

EXHIBIT A

As per the Agreement executed on July 22, 2025, the City of South Fulton, hereby requests that Fulton County conduct its General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

The last day to register to vote in this election is **October 6, 2025**.

The list of early voting locations will be forthcoming.

.

This 22nd day of July, 2025.

_____ (SEAL)
Corey Adams, City Clerk

Fulton County, Georgia agrees to conduct the City of South Fulton's General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

This 1 day of October, 2025.

_____ (SEAL)
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

https://fc0365.sharepoint.com/sites/CountyAttorney/CAContracts/Elections/2025 Elections Municipal IGA/02.24.23 2025 IGA - ELECTIONS TEMPLATE for Cities.docx

ITEM #25-0750 FRM 10/01/25
FIRST REGULAR MEETING

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

RES2025-004

A RESOLUTION FIXING AND PUBLISHING QUALIFYING FEES FOR OFFICES SUBJECT TO ELECTION IN THE YEAR 2025 AND FOR OTHER PURPOSES.

WHEREAS, the City of South Fulton ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia;

WHEREAS, the duly elected governing authority of the City is the Mayor and Council thereof ("City Council");

WHEREAS, O.C.G.A. § 21-2-131(a)(1) provides that the governing authority of any county or municipality, not later than February 1 of any year in which a general primary, nonpartisan, or general election is to be held, shall fix and publish a qualifying fee for each office to be filled in the upcoming primary or election;

WHEREAS, the City Council, in addition to complying with this code section, intends to adequately notify the citizens of the City in order to encourage public participation in the electoral process;

WHEREAS, the City will conduct the 2025 general election, and runoff election if needed, through the execution of an Intergovernmental Agreement (IGA) for the provision of election services with Fulton County, Georgia; and

WHEREAS, this Resolution is in the best interests of the health, safety and general welfare of the City and its residents, businesses and visitors.

Section 1. ELECTION APPOINTMENT.

(A) The City Clerk is hereby appointed to act as the election superintendent, qualifying officer, and local filing officer for the 2025 General Election.

(B) The administrative office of the City of South Fulton, Georgia is hereby declared to be the office of the Election Superintendent for the purpose of candidates qualifying for the offices open for election as provided below.

Section 2. ELECTION DATES AND QUALIFYING FEES.

(A) The General Election will be held on Tuesday, November 4, 2025, the qualifying fee for the Mayoral seat shall be $1,445.67 (3% of the $48,189 annual salary). O.C.G.A. § 21-2-131(1)(a)

(B) The General Election will be held on Tuesday, November 4, 2025, the qualifying fee for City Councilmember seats shall be $1,145.67 (3% of the $38,189 annual salary). O.C.G.A. § 21-2-131(1)(a)

(C) If required by law, the Runoff Election will be held on Tuesday, December 2, 2025. O.C.G.A. § 21-2-501(4)

Section 3. COUNCILMEMBER SEATS OPEN FOR ELECTION AND THE TERMS THEREOF.

The following City Councilmember seats are open for the 2025 General Election:

(A) The office of the Mayor of the City of South Fulton, Georgia, being **Citywide**, which will be elected for a four (4) year term beginning on January 1, 2026 and ending December 31, 2029.

(B) The office of a Councilmember upon the City Council of the City of South Fulton, Georgia, being **District 2**, which will be elected for a four (4) year term beginning on January 1, 2026 and ending December 31, 2029.

(C) The office of a Councilmember upon the City Council of the City of South Fulton, Georgia, being **District 4**, which will be elected for a four (4) year term beginning on January 1, 2026 and ending December 31, 2029.

(D) The office of a Councilmember upon the City Council of the City of South Fulton, Georgia, being **District 6**, which will be elected at large for a four (4) year term beginning on January 1, 2026 and ending December 31, 2029.

Section 4. QUALIFICATION PERIOD

The days of such qualifying period shall be five (5) consecutive days, commencing at 8:30 A.M. on the third Monday, August 18, 2025, immediately preceding the general election and shall end no later than 4:30 P.M. on Friday, August 22, 2025. The place of qualifying shall be City Hall for the City of South Fulton, 5440 Fulton Industrial Blvd SW, Atlanta, GA 30336. O.C.G.A. § 21-2-132

Section 5. PUBLISHING QUALIFYING FEES AND QUALIFYING PERIOD

The Election Superintendent shall publish in the legal organ, in substantial form, the ad attached hereto as "Exhibit A."

Section 6. LAST DAY FOR VOTER REGISTRATION.

The last day for a person to register and be eligible to vote in the 2025 November General Election and Runoff Election shall be Monday, October 6, 2025. O.C.G.A. § 21-2-224(a)

Section 7. EARLIEST DAY FOR REGISTRARS TO MAIL AN ABSENTEE BALLOT/ADVANCED (ABSENTEE IN-PERSON) VOTING

The earliest day for a registrar to mail an absentee ballot and the earliest day of advanced (absentee in-person) voting for the 2025 November General Election shall be Tuesday, October 13, 2025. O.C.G.A. § 21-2-384(a)(2) and O.C.G.A. § 21-2-385(d)(1)

Section 8. LAST DAY FOR A REGISTRAR TO ISSUE ABSENTEE BALLOTS

The last day for a registrar to issue absentee ballots for the 2025 November General Election shall be Friday, October 24, 2025. O.C.G.A. § 21-2-384(a)(2)

****

Section 9. It is hereby declared to be the intention of the City Council that: (a) All sections, paragraphs, sentences, clauses and phrases of this Resolution are or were, upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.

(b) To the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Resolution is severable from every other section, paragraph, sentence, clause or phrase of this Resolution. No section, paragraph, sentence, clause or phrase of this Resolution is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Resolution.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Resolution shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the City Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Resolution.

Section 10. The City Attorney and City Clerk are authorized to make non-substantive editing and renumbering revisions to this Resolution for proofing, codification, and supplementation purposes. The final version of all resolutions shall be filed with the City Clerk.

Section 11. The effective date of this Resolution shall be one week from the date of adoption, unless provided otherwise by the City Charter or state and/or federal law.

The foregoing RESOLUTION No. RES2025-004, adopted on January 14, 2025, was offered by Councilmember Gumbs, who moved its approval. The motion was seconded by Councilmember Rowell, and being put to a vote, the result was as follows:

	AYE	NAY
khalid kamau, Mayor		
Catherine Foster Rowell	X	
Carmalitha Gumbs	X	
Helen Zenobia Willis	X	
Jaceey Sebastian, Mayor Pro Tem	X	
Keosha B. Bell	X	
Natasha Williams-Brown	X	
Linda Becquer Pritchett	X	

THIS RESOLUTION was adopted this 14th day of January 2025.

CITY OF SOUTH FULTON, GEORGIA

khalid kamau, MAYOR

ATTEST:

COREY E. ADAMS, SR., CITY CLERK 1/25/25

CITY OF SOUTH FULTON OFFICIAL SEAL EST. 2017 GEORGIA

APPROVED AS TO FORM:

SARA KELLY, INTERIM CITY ATTORNEY

EXHIBIT A

STATE OF GEORGIA
CITY OF SOUTH FULTON

Public Notice of Qualifying Fees

Pursuant to O.C.G.A.§ 21-2-131(a)(1), the following qualifying fees were set by the City of South Fulton, Georgia in their January 14, 2025 meeting:

Mayor, Citywide	$1,445.67
City Councilmember, District 2	$1,145.67
City Councilmember, District 4	$1,145.67
City Councilmember, District 6	$1,145.67

Public Notice of Qualifying Period

Qualifying for the offices listed above will begin at 8:30 A.M. on the third Monday, August 18, 2025, immediately preceding the general election and shall end no later than 4:30 P.M. on Friday, August 22, 2025. The place of qualifying shall be City Hall for the City of South Fulton, 5440 Fulton Industrial Blvd. SW, Atlanta, GA 30336. O.C.G.A. § 21-2-132

Corey E. Adams, Sr.
Election Superintendent
South Fulton, Georgia

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ELECTION SERVICES BETWEEN FULTON COUNTY, GEORGIA and CITY OF UNION CITY, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 19th day of August, 2025, between Fulton County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of Union City, Georgia ("City"), a municipal corporation lying wholly or partially within the County (each a "Party" and collectively the "Parties").

WHEREAS, the Parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City desires to contract with the County to conduct the City's 2025 general election and potential runoff elections for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality, via adoption of an ordinance, may authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may request that the county perform all duties as superintendent of elections as specified in Title 21 of Georgia Law.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1 - CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the Parties that any elections which the County has agreed to perform based on the City's request ("City Elections") shall be conducted in compliance with all applicable federal, state, and local legal requirements.

1.2 For each election that the City would like the County to perform, the City, at its sole option, shall submit to County a request for the County to conduct the City's municipal election, in the form attached hereto as Exhibit A. Requests must be made and received at the address specified in the Notice Section below no later than **April 28, 2025** to allow the County sufficient advance time and notice to adequately prepare to conduct the City Election. If a request is not made and received within the prescribed time, the County shall not conduct the City's election even if the City has so requested the County conduct an election.

1.3 In the event the City requires a special election as defined by O.C.G.A. § 21-2-2(33), the City and the County shall confer as allowed by law and determine the cost the City will pay for the County's election services, and a mutually convenient date to conduct any such election.

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by the Chairman of the Fulton County, Georgia Board of Commissioners, or on behalf of the governing authority of Fulton County, Georgia and will terminate on **December 31, 2025**, unless otherwise terminated as set forth herein.

ARTICLE 3 - DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, and contingent upon the City's timely request and agreement by the County to conduct a City election, each Party shall provide the following enumerated services for the election to be held **November 4, 2025**, and any associated runoff elections which may occur:

3.1 The County, through the Department of Registration and Elections ("DRE") or their designee(s), shall be responsible for:

a) Designating early and advance voting sites and hours;

b) Placing the City's candidate(s) on the electronic and printed ballots for City Elections after qualifying;

c) Placing the City's referendum question(s) on the ballot for a City Election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);

d) Hiring, training, supervising, and paying poll officers and absentee ballot clerks;

e) Preparing and submitting to the City Clerk, as required by O.C.G.A. § 21-2-224(e), a list of electors;

f) Performing duties of elections Superintendent and absentee ballot clerk for the **November 4, 2025**, City Election;

g) Performing logic and accuracy testing as required by Sections 183-1-12-.08 of the Official Compilation of Rules and Regulations of the State of Georgia;

h) Providing staff, equipment and supplies for conducting the **November 4, 2025**, City general election at City polling places on City Election days and for conducting recounts as may be required;

i) Certifying City Election returns as required by O.C.G.A. § 21-2-493, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk or as otherwise directed; and

j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts.

3.2 The City shall be responsible for:

a) Recommending, with the understanding that the County shall make the final determination of, early voting sites and hours of operation to the County in conformance with current election laws and regulations;

b) Adopting Election ordinances pursuant to O.C.G.A. § 21-2-45(c);

c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*;

d) Fixing and publishing the qualifying fee as required by O.C.G.A. § 21-2-131;

e) Collecting and retaining the qualifying fee as required by O.C.G.A. § 21-2-131, as it may be amended;

f) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

g) Verifying the City's voter list and street maintenance files by **September 26, 2025.**

h) Providing the County with an electronic copy of referendums that must be placed on a ballot;

i) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and

j) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4 - COMPENSATION AND CONSIDERATION

4.1 To conduct the general elections and associated run-off elections for all fifteen (15) municipalities within the County's geographical territory, the County estimates that the total cost to the County will be **$5,571,776.00** to conduct general municipal elections and **$2,387,629.00** to conduct any associated runoff elections.

4.2 In consideration for the County's election services, the City shall pay an estimated pro-rata share of the total election cost based on the City's number of registered voters. Payments must be received by the County at least four (4) months prior to the date of the City's scheduled general election and two (2) weeks prior to any associated run-off election.

4.3 The City's estimated pro-rata share of the total election cost presently is **$41,770.00 for the cost of one (1) additional advance polling location** to conduct general municipal elections and **$69,317.54 including cost of $16,087.00 for (1) additional advance polling location** to conduct any associated runoff elections. This amount is subject to recalculation if the County does not provide all cities within the County's jurisdictional limits with election assistance in 2025. The County will notify the City of any change in the City's estimated pro-rata share no later than **November 14, 2025.**

4.4 If the estimated pro-rata shares payment results in the City making payments in excess of the actual cost of performing the City's requested election services, such excess payments shall be refunded to the City.

4.5 If the actual cost to the County to conduct the City's general election or associated runoff elections exceeds the estimated pro-rata share advance payment made by the City, the City shall pay such excess amount to the County within thirty (30) days of the County's request for payment of the excess amount. Failure on the part of the City to remit payment timely is a material breach of this Agreement.

4.6 Notwithstanding anything else in this Agreement to the contrary, in compliance with O.C.G.A. § 21-2-45(c), the City understands and agrees that it shall be responsible for paying all costs incurred by the County in performing election services which the City has requested from the County.

ARTICLE 5 - SECURITY

5.1 The City shall be solely responsible for providing security at City polling places during the election periods in this Agreement. Additionally, the City shall ensure that the security personnel provided strictly comply with the Law Enforcements Guidelines attached hereto as Exhibit B. The City shall be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel provided by the City.

5.2 The County shall not be responsible for providing security at the polling places during the election periods in this Agreement. Furthermore, the County shall not be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel not provided by the County, or the security personnel provided by the City. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

ARTICLE 6 - LEGAL RESPONSIBILITIES

6.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

6.2 In the event that a City Election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

6.3 It is the intent of the Parties for them, along with their officials, officers, employees and agents to be covered under the auspices of any applicable immunity granted by law, including sovereign immunity and official or qualified immunities.

6.4 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 7 - EMPLOYMENT STATUS

7.1 All County personnel assigned under this Agreement are and will continue to be under the supervision of the Fulton County Director of the DRE.

7.2 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 8 – VOTE REVIEW PANEL

8.1 O.C.G.A. § 21-2-483 requires the creation of a vote review panel to manually review ballots rejected by the central tabulator. This statute further requires that in nonpartisan elections, the Chief Judge of the Superior Court of Fulton County, Georgia ("Chief Judge") shall appoint two electors of the City, to serve on a vote review panel. To assist with this requirement, the City agrees to provide the County with a list of no less than five responsible and morally upstanding electors of the City, from which the Chief Judge may choose. This list shall be provided no later than **October 3, 2025**.

ARTICLE 9 - RECORDKEEPING AND REPORTING

9.1 The DRE is the central repository for all DRE records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

9.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records stemming from the services provided under this Agreement, at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 10 - E-VERIFY AND TITLE VI

Each Party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each Party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-Verify and Title VI requirements under applicable law.

ARTICLE 11 - AUTHORIZATION

Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The Parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

ARTICLE 12 - TERMINATION AND REMEDIES

Either Party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever or no reason at all, by notice in writing to the other Party delivered at least thirty (30) days prior to the effective date of the termination. Upon termination, the City shall be responsible

for any and all costs the County has incurred, for preparation and/or performance of the City Election, up to receipt of notice to terminate this Agreement. Without terminating this Agreement, the County may suspend, delay, or interrupt all or any part of its responsibilities under this Agreement for the period of time that the County determines appropriate for its convenience.

ARTICLE 13 - NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested, or statutory overnight delivery. The Parties further agree to provide to each other non-binding duplicate electronic mail notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Superintendent or by the County to the City Clerk. Notices shall be addressed to the Parties at the following addresses:

If to the County:
Fulton County Board of Registration and Elections
Attn: Director
5600 Campbellton Fairburn Road
Fairburn, GA 30213

With a copy to:
Fulton County Office of the County Attorney
Attn: County Attorney
141 Pryor Street SW, Suite 4038
Atlanta, Georgia 30303

If to the City:
City Clerk
5047 Union St.
Union City, Ga 30291

With a copy to:
City Attorney
100 Habersham Dr.
Fayetteville, Ga 30214

ARTICLE 14 - NON-ASSIGNABILITY

Neither Party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 15 - ENTIRE AGREEMENT

The Parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the Parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All Parties must sign any subsequent changes in the Agreement.

ARTICLE 16 - SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any Party institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

ARTICLE 17 - BINDING EFFECT

This Agreement is intended for the benefit of the Parties hereto and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

ARTICLE 18 - COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument. Electronic signatures shall have the same weight and effect of wet signatures.

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

DATE: _____

Attest: _____
Tonya R. Grier, Clerk to Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

APPROVED AS TO SUBSTANCE:

Nadine Williams, Director
Fulton County Department of Registration and Elections

[Signatures Continued on Following Page]

ITEM #25-0750 FRM 10/01/25
FIRST REGULAR MEETING

CITY OF UNION CITY, GEORGIA

(SEAL)

Mayor

APPROVED AS TO FORM:

City Attorney

APPROVED AS TO SUBSTANCE:

City Clerk

EXHIBIT A

As per the Agreement executed on August 19, 2025 the City of Union City, hereby requests that Fulton County conduct its General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

The last day to register to vote in this election is **October 6, 2025**.

The list of early voting locations will be forthcoming.

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This 19th day of August, 2025.

Shaday Freeman (SE
City Clerk

Fulton County, Georgia agrees to conduct the City of Union City's General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

This 1 day of October, 2025.

(SEAL)
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

https://fc0365.sharepoint.com/sites/CountyAttorney/CAContracts/Elections/2025 Elections Municipal IGA/02 24 23 2025 IGA - ELECTIONS TEMPLATE for Cities.docx

FULTON COUNTY

TO: Municipal City Clerks

FROM: Nadine Williams, Director, Registration & Elections

DATE: February 14, 2025

SUBJECT: 2025 Election Information

This memo serves as an update to the Municipal Election Cost Memo distributed on October 17, 2024. To ensure a well-organized and efficient election process, please review the attached documents containing pertinent information. We look forward to collaborating with you in conducting successful 2025 elections and serving the voters in your municipality.

Cost to Municipalities

On January 29, 2025, the Fulton County Board of Commissioners approved the 2025 budget. Additionally, municipalities that have expressed interest in having Fulton County conduct their elections have been noted. As a result, an updated proration chart outlining potential costs for the July and December runoff elections is included for your reference. Please refer to the election calendar below for election dates and applicable municipal charges.

Municipal Election Task Timeline

The attached municipal election task timeline outlines key deadlines for the 2025 elections. Please ensure all deadlines are met to facilitate a smooth election process. If you have any questions regarding these tasks, do not hesitate to contact our team:

- John Ross, Elections Chief, john.ross@fultoncountyga.gov
- Kathryn Glenn, Registration Chief, kathryn.glenn@fultoncountyga.gov
- Janice Dickenson, Administrative Manager, janice.dickenson@fultoncountyga.gov
- Janell Barganier, Financial Manager, janell.barganier@fultoncountyga.gov

Advance Voting Locations

The advance voting locations for the Public Service Commission (PSC) June Primary Election were approved by the Fulton County Board of Registration & Elections on February 13, 2025. If your municipality wishes to establish an additional advance voting location, please refer to the attached cost breakdown and submittal timeline. Please contact our Elections Chief to coordinate.

Election Day Polling Location Changes

Municipalities impacted by Election Day polling location changes will receive a separate communication for review to include the reason for the change. Please refer to that attached timeline to submit concerns and/or alternative locations. Once approved, affected voters will receive updated precinct location cards notifying them of the changes.

Intergovernmental Agreements (IGA)

Please refer to the attached timeline for the distribution and return dates of Intergovernmental Agreements for the June and November 2025 elections. If you have any questions or need further clarification, please contact our Administrative Manager.

We appreciate your collaboration and commitment to ensuring seamless and efficient elections. Please contact our office with any questions or concerns.

2025 ELECTION DATES

ELECTION	ELECTION DATE	APPLICABLE COST
~~Special Election~~	~~March 18, 2025~~	~~Municipalities to conduct their own election or incur cost of County conducted election (cost drafted upon request)~~
~~Special Runoff~~	~~April 15, 2025~~	~~Municipalities to conduct their own election or incur cost of County conducted election (cost drafted upon request)~~
Public Service Commission Primary Election	June 17, 2025	Countywide Election to be conducted; Municipalities will not incur cost, except in cases where they choose to establish additional advance voting locations.
Public Service Commission Primary Runoff	July 15, 2025	If no Public Service Commission Runoff Election is required, municipalities will incur prorated cost as attached. Cost to establish additional advance voting locations are attached.
Special Election	Sept 16, 2025	Municipalities to conduct their own election or incur cost of County conducted election (cost drafted upon request)
Special Runoff	Oct 14, 2025	Municipalities to conduct their own election or incur cost of County conducted election (cost drafted upon request)
Public Service Commission General Election	Nov 4, 2025	Countywide Election to be conducted; Municipalities will not incur costs, except in cases where they choose to establish additional advance voting locations.
Public Service Commission General Runoff Election	Dec 2, 2025	If no Public Service Commission Runoff Election is required, municipalities will incur prorated cost as attached Cost to establish additional advance voting locations are attached

Cc:

Fulton County Board of Registration & Elections
Fulton County Board of Commissioners
Dick Anderson, County Manager
Sharon Whitmore, CFO
John Ross, Elections Chief, Fulton County R&E
Kathryn Glenn, Registration Chief, Fulton County R&E
Janice Dickenson, Administrative Manager, Fulton County R&E
Janell Barganier, Finance Manager, Fulton County R&E

RUNOFF ELECTION
2025 ESTIMATED PRORATED COST

	JULY 15, 2025 RUNOFF			DECEMBER 2, 2025 RUNOFF		
	# OF REGISTERED VOTERS	RUNOFF DISTRIBUTION %	RUNOFF DISTRIBUTION $	# OF REGISTERED VOTERS	RUNOFF DISTRIBUTION %	RUNOFF DISTRIBUTION $
	As of 01.23.2025		$ 2,377,429.00	As of 01.23.2025		$ 2,387,629.00
ALPHARETTA	51,506	5.72%	$ 135,989.02	51,506	5.72%	$ 136,572.46
ATLANTA	418,670	46.50%	$ 1,105,395.94	418,670	46.50%	$ 1,110,138.48
CHATTAHOOCHEE HILLS	2,821	0.31%	$ 7,448.16	2,821	0.31%	$ 7,480.12
COLLEGE PARK	11,047	1.23%	$ 29,166.91	11,047	1.23%	$ 29,292.04
EAST POINT	30,026	3.33%	$ 79,276.32	30,026	3.33%	$ 79,616.45
FAIRBURN	12,538	1.39%	$ 33,103.53	12,538	1.39%	$ 33,245.55
HAPEVILLE	4,433	0.49%	$ 11,704.25	4,433	0.49%	$ 11,754.47
JOHNS CREEK	62,204	6.91%	$ 164,234.48	62,204	6.91%	$ 164,939.10
MILTON	31,602	3.51%	$ 83,437.37	31,602	3.51%	$ 83,795.34
MOUNTAIN PARK	530	0.06%	$ 1,399.34	530	0.06%	$ 1,405.34
PALMETTO	3,391	0.38%	$ 8,953.11	3,391	0.38%	$ 8,991.52
ROSWELL	74,287	8.25%	$ 196,136.69	74,287	8.25%	$ 196,978.19
SANDY SPRINGS	83,207	9.24%	$ 219,687.77	83,207	9.24%	$ 220,630.31
SOUTH FULTON	94,117	10.45%	$ 248,492.97	94,117	10.45%	$ 249,559.09
UNION CITY	20,075	2.23%	$ 53,003.14	20,075	2.23%	$ 53,230.54
TOTAL	**900,454**	**100%**	**$ 2,377,429.00**	**900,454**	**100%**	**$ 2,387,629.00**

2025 MUNICIPAL JUNE & RUNOFF JULY SPECIAL ELECTION TIMELINE

DUE DATE	TASK	RESPONSIBLE OFFICE
21-Feb-25	Deadline for Municipalities to Advise If Municipality has any Special Election submission	Municipalities
24-Feb-25	Request for Additional Advance Voting Locations	Municipalities
26-Feb-25	Provide Street Maintenance List for Verification to Municipalities	Fulton County Registration & Elections
28-Feb-25	Distribution of Municipalities IGA for Municipal for Special Election	Fulton County Registration & Elections
28-Feb-25	Precinct Change/Relocations Sent to Municipalities for Review	Fulton County Registration & Elections
7-Mar-25	Precinct Change/Relocation Feedback Returned to Fulton County	Municipalities
10-Mar-25	Office Build Surveys and Ballot Question Required Information Returned to Fulton County	Municipalities
20-Mar-25	Verified Street Maintenance List Returned to Fulton County	Municipalities
13-Mar-25	Precinct Change/Relocations Presented to Fulton County BRE for Approval	Fulton County Registration & Elections
14-Mar-25	Municipalities to Return IGA to Fulton County	Municipalities
21- Mar -25	Publish Advance Voting Sites and Operating Hours	Fulton County Registration & Elections
28-Mar-25	Municipal Election Payments Deadline	Municipalities
3-Apr-25	Provide List of Qualified Candidates to Fulton County	Municipalities
4-Apr-25	Provide Voter List for Verification to Municipalities	Fulton County Registration & Elections
7-Apr-25	Start Ballot Proofing for Special Election	Fulton County Registration & Elections
18-Apr-25	Verified Voter List Returned to Fulton County	Municipalities
2-May-25	Provide Ballot Proofs to Municipalities	Fulton County Registration & Elections
5-May-25	Return Verified Ballot Proofs to Fulton County	Municipalities
9-May-25	Provide Sample Ballots Images to Municipalities	Fulton County Registration & Elections
12-May-25	Logic & Accuracy Testing Start Date	Fulton County Registration & Elections
12-May-25	Provide County A Copy of the Call for Election Advertisement Published by Municipality	Municipalities
17-May-25	Precinct Change/Relocation Cards Mailed to Impacted Voters	Fulton County Registration & Elections
27-May-25	Commence Advance Voting Operations	Fulton County Registration & Elections
6/17/2025 ELECTION DAY	Date of Special Election Conduct Election and Election Night Tabulation	Fulton County Registration & Elections
23-Jun-25	Certification of Election & Distribution of Certified Results to Municipalities	Fulton County Board of Registration & Elections
24-Jun-25	Advise Fulton County of Runoff Requirement Per City Charter	Municipalities
27-Jun-25	Publish Advance Voting Sites and Operating Hours	Fulton County Registration & Elections
30-Jun-25	Provide Runoff Election Ballot Proofs to Municipalities	Fulton County Registration & Elections
3-Jul-25	Return Verified Runoff Ballot Proofs to Fulton County	Municipalities
30-Jun-25	Runoff Logic & Accuracy Testing Start Date	Fulton County Registration & Elections
1-Jul-25	Municipal Runoff Election Payments Deadline	Municipalities
7-July-25	Commence Advance Voting for Runoff Operations	Fulton County Registration & Elections
7/15/2025 ELECTION DAY	Date of Special Election Runoff Conduct Election and Election Night Tabulation	Fulton County Registration & Elections
21-July-25	Certification of Election & Distribution of Certified Results to Municipalities	Fulton County Board of Registration & Elec...

ADVANCE VOTING LOCATIONS
JUNE & JULY 2025 ELECTIONS

Adams Park Library		2231 Campbellton Road SW	Atlanta	30311
Alpharetta Library	DROP BOX	10 Park Plaza	Alpharetta	30009
Buckhead Library	DROP BOX	269 Buckhead Avenue, NE	Atlanta	30305
C.T. Martin Natatorium & Recreation Center	DROP BOX	3201 Martin Luther King Jr. Dr.	Atlanta	30311
College Park Library	DROP BOX	3647 Main Street	College Park	30337
Elections Hub & Operations Center		5600 Campbellton Fairburn Rd	Union City	30213
Grant Park Recreation Center		537 Park Ave SE	Atlanta	30312
Joan P. Garner Library at Ponce De Leon		980 Ponce De Leon Ave NE	Atlanta	30306
Metropolitan Library		1332 Metropolitan Parkway	Atlanta	30310
Milton Library		855 Mayfield Road	Milton	30009
Northeast Spruill Oaks Library	DROP BOX	9560 Spruill Road	Johns Creek	30327
Northwest Library at Scotts Crossing		2489 Perry Boulevard NW	Atlanta	30318
Palmetto Library		9111 Cascade Palmetto Hwy	Palmetto	30268
Roswell Library		115 Norcross Street	Roswell	30075
Sandy Springs Library	DROP BOX	395 Mt. Vernon Highway	Sandy Springs	30328
South Annex		5600 Stonewall Tell Road	South Fulton	30349
Wolf Creek Library	DROP BOX	3100 Enon Road SW	South Fulton	30331

June 17 Election:
Tuesday, May 27 to June 13

July 15 Runoff Election:
Monday, July 7 to July 11

Monday – Friday 9am to 6 pm
Saturdays 9am to 5pm
No Sunday Voting

2025 Advanced Voting Site Costs

As of 2/2025

PSC/ MUNICIPAL Primary Election-- JUNE 17, 2025

1160 SALARIES - TEMPORARY	#	Reg Bill Rate (p/hr)	OT Bill Rate (p/hr)	Reg Hours	OT Hours	Costs
ADVANCE VOTING LOCATIONS - TEMP						
Advance Voting - Manager	1	$ 31.51	$ 47.27	160	63	$ 8,019
Advance Voting - Asst. Manager	2	$ 27.40	$ 41.10	160	63	$ 13,947
Advance Voting - Clerks	3	$ 23.29	$ 34.94	142	63	$ 16,524
						$ 38,490

Notes> These are the incremental costs of adding 1 Advanced Voting (AV) site.
The assigned staff for the JUNE 2025 PSC/municipal election will work 17 days for AV.
Advanced Voting hours are Monday to Friday 9 am - 6 pm, Saturdays 9am- 5 pm, no Sunday voting.

PSC/ MUNICIPAL Primary Run-off Election-- JULY 15, 2025

1160 SALARIES - TEMPORARY	#	Reg Bill Rate (p/hr)	OT Bill Rate (p/hr)	Reg Hours	OT Hours	Costs
ADVANCE VOTING LOCATIONS - TEMP						
Advance Voting - Manager	1	$ 31.51	$ 47.27	64	24	$ 3,151
Advance Voting - Asst. Manager	2	$ 27.40	$ 41.10	64	24	$ 5,480
Advance Voting - Clerks	3	$ 23.29	$ 34.94	64	24	$ 6,987
						$ 15,618

Notes> These are the incremental costs of adding 1 Advanced Voting (AV) site.
The assigned staff for the JULY 2025 PSC/municipal run-off election will work 1 week for AV.
Advanced Voting hours are Monday to Friday 9 am - 6 pm, Saturday 9am- 5 pm, no Sunday voting.

FULTON COUNTY REGISTRATION & ELECTIONS

2025 NOVEMBER & RUNOFF DECEMBER MUNICIPAL ELECTION TIMELINE

DUE DATE	TASK	RESPONSIBLE OFFICE
7– April -25	Request for Additional Advance Voting Locations	Municipalities
1-July-25	Office Build Surveys and Ballot Question Required Information Returned to Fulton County	Municipalities
21-July -25	Municipalities IGA Distributed	Fulton County Registration & Elections
1-Aug-25	Provide Street Maintenance List for Verification to Municipalities	Fulton County Registration & Elections
7-Aug-25	Municipal Election Payments Deadline	Municipalities
21- Aug - 25	Municipalities to Return IGAs to Fulton County	Municipalities
25-Aug-25	Provide List of Qualified Candidates to Fulton County	Municipalities
29-Aug-25	Verified Street Maintenance List Returned to Fulton County	Municipalities
4-Sep-25	Provide Ballot Proofs to Municipalities	Fulton County Registration & Elections
5-Sep-25	Return Verified Ballot Proofs to Fulton County	Municipalities
12-Sep-25	Provide Voter List for Verification to Municipalities	Fulton County Registration & Elections
14-Sep-25	Provide Sample Ballots Images to Municipalities	Fulton County Registration & Elections
19-Sep-25	Publish Advance Voting Sites and Operating Hours	Fulton County Registration & Elections
26-Sep-25	Verified Voter List Returned to Fulton County	Municipalities
1-Oct-25	Logic & Accuracy Testing Start Date	Fulton County Registration & Elections
1-Oct-25	Provide County A Copy of the Call for Election Advertisement Published by Municipality	Municipalities
14-Oct-25	Commence Advance Voting Operations	Fulton County Registration & Elections
11/4/2025 ELECTION DAY	Date of Special Election/Municipal General Election Conduct Election and Election Night Tabulation	Fulton County Registration & Elections
10-Nov-25	Certification of Election & Distribution of Certified Results to Municipalities	Fulton County Board of Registration & Elections
11-Nov-25	Advise Fulton County of Runoff Requirement Per City Charter	Municipalities
13-Nov-25	Publish Runoff Advance Voting Sites and Operating Hours	Fulton County Registration & Elections
14-Nov-25	Provide Runoff Election Ballot Proofs to Municipalities	Fulton County Registration & Elections
15-Nov-25	Return Verified Runoff Ballot Proofs to Fulton County	Municipalities
17-Nov-25	Runoff Logic & Accuracy Testing Start Date	Fulton County Registration & Elections
18-Nov-25	Municipal Runoff Election Payments Deadline	Municipalities
24-Nov-25	Commence Advance Voting for Runoff Operations	Fulton County Registration & Elections
12/2/2025 ELECTION DAY	Date of Special Election/Municipal General Runoff Election Conduct Runoff Election and Election Night Tabulation	Fulton County Registration & Elections
8-Dec-25	Certification of Election & Distribution of Certified Results to Municipalities	Fulton County Board of Registration & Elections

ADVANCE VOTING LOCATIONS
NOVEMBER & DECEMBER 2025 ELECTIONS

Adams Park Library		2231 Campbellton Road SW	Atlanta	30311
Alpharetta Library	DROP BOX	10 Park Plaza	Alpharetta	30009
Buckhead Library	DROP BOX	269 Buckhead Avenue, NE	Atlanta	30305
C.T. Martin Natatorium & Recreation Center	DROP BOX	3201 Martin Luther King Jr. Dr.	Atlanta	30311
Elections Hub & Operations Center		5600 Campbellton Fairburn Rd	Union City	30213
Grant Park Recreation Center		537 Park Ave SE	Atlanta	30312
Hugh Conley Recreation Center	DROP BOX	3636 College Street	College Park	30337
Joan P. Garner Library at Ponce De Leon		980 Ponce De Leon Ave NE	Atlanta	30306
Metropolitan Library		1332 Metropolitan Parkway	Atlanta	30310
Milton Library		855 Mayfield Road	Milton	30009
Northeast Spruill Oaks Library	DROP BOX	9560 Spruill Road	Johns Creek	30327
Northwest Library at Scotts Crossing		2489 Perry Boulevard NW	Atlanta	30318
Palmetto Library		9111 Cascade Palmetto Hwy	Palmetto	30268
Roswell Library		115 Norcross Street	Roswell	30075
Sandy Springs Library	DROP BOX	395 Mt. Vernon Highway	Sandy Springs	30328
South Annex		5600 Stonewall Tell Road	South Fulton	30349
Wolf Creek Library	DROP BOX	3100 Enon Road SW	South Fulton	30331

November 4 Election:
Tuesday, October 14 to October 31

December 2 Runoff Election
Saturday, November 22 to November 26

Monday - Friday 9am to 6pm
Saturday 9am - 5pm
Sunday 12pm - 5pm

2025 Advanced Voting Site Costs

As of 2/2025

PSC/ MUNICIPAL General Election-- NOV 4, 2025

1160 SALARIES - TEMPORARY	#	Reg Bill Rate (p/hr)	OT Bill Rate (p/hr)	Reg Hours	OT Hours	Costs
ADVANCE VOTING LOCATIONS - TEMP						
Advance Voting - Manager	1	$ 31.51	$ 47.27	160	77	$ 8,681
Advance Voting - Asst. Manager	2	$ 27.40	$ 41.10	160	77	$ 15,097
Advance Voting - Clerks	3	$ 23.29	$ 34.94	142	77	$ 17,992
						$ 41,770

Notes> These are the incremental costs of adding 1 Advanced Voting (AV) site.
The assigned staff for the NOV 2025 PSC/municipal election will work 19 days for AV.
Advanced Voting hours are Monday to Friday 9 am - 6 pm, Saturdays 9am- 5 pm, and Sundays 12- 5 pm.

PSC/ MUNICIPAL General Run-off Election-- DEC 2, 2025

1160 SALARIES - TEMPORARY	#	Reg Bill Rate (p/hr)	OT Bill Rate (p/hr)	Reg Hours	OT Hours	Costs
ADVANCE VOTING LOCATIONS - TEMP						
Advance Voting - Manager	1	$ 31.51	$ 47.27	64	26	$ 3,246
Advance Voting - Asst. Manager	2	$ 27.40	$ 41.10	64	26	$ 5,644
Advance Voting - Clerks	3	$ 23.29	$ 34.94	64	26	$ 7,197
						$ 16,087

Notes> These are the incremental costs of adding 1 Advanced Voting (AV) site.
The assigned staff for the DEC 2025 PSC/municipal run-off election will work 1 week for AV.
Advanced Voting hours are Monday to Friday 9 am - 6 pm, Saturday 9am- 5 pm, and Sunday 12- 5 pm.

GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, we recommend reporting this to the Department of Community Affairs.

COUNTY: FULTON COUNTY	**Service: Emergency Management**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☒ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):**Fulton County**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of the single Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

e.) ☒ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **All cities coordinate emergency management through Fulton County but will activate their own internal emergency management centers during qualifying events.**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County	General Funds, Grants, Fees

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

Added this as a service since the last SDS submission for clarification

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

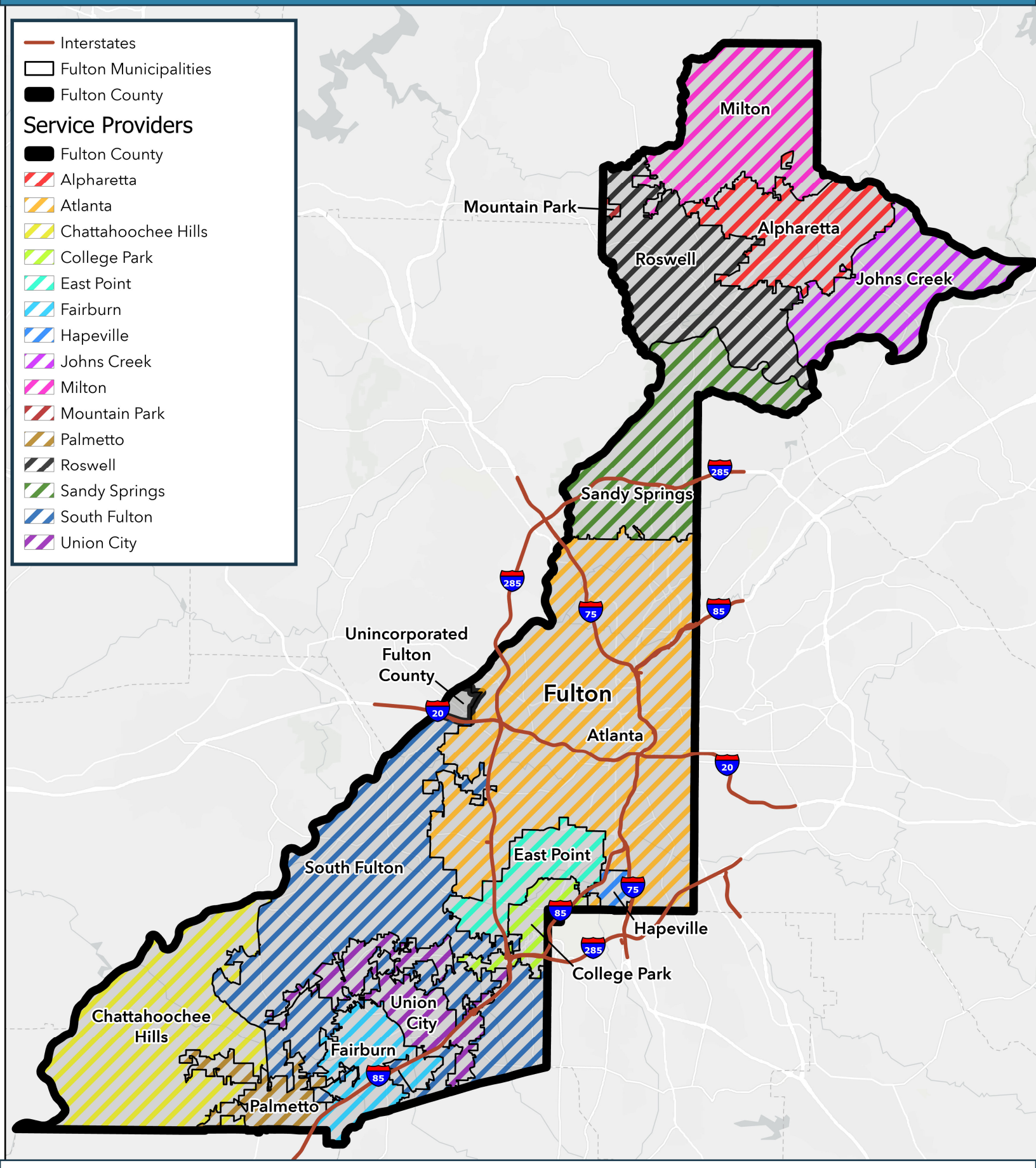
Not applicable

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

Fulton County - SDS 2026 Emergency Management Service Map



GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, we recommend reporting this to the Department of Community Affairs.

COUNTY: FULTON COUNTY	**Service: Emergency Medical Services (EMS/Ambulance)**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):**Type Name of the single Government, Authority or Organization Here**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of the single Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

e.) ☒ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **EMS service is provided by the Region 3 EMS Council (contractual provider). Currently, Americal Medical Resposne (AMR) is the service provider for Alpharetta, Johns Creek, Milton, Roswell, Sandy Springs. The city of Hapeville provides its own EMS services within its city limits. The City of Atlanta provides service from Grady Hospital. Union City along with several south fulton cities are provided services from Grady EMS.**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County, Alpharetta, Atlanta	General Funds, Grants, Fees
Chattahoochee Hills, South Fulton	General Funds, Grants, Fees
College Park, East Point, Fairburn	General Funds, Grants, Fees
Hapeville, Johns Creek, Milton	General Funds, Grants, Fees
Mountain Park, Palmetto, Roswell	General Funds, Grants, Fees
Sandy Springs, Union City	General Funds, Grants, Fees

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

Added more cities since that last SDS submission

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Service Level Agreement for AMR	Alpharetta, Johns Creek, Milton, Roswell, Sandy Springs	06/24/2024 - 06/24/2029
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

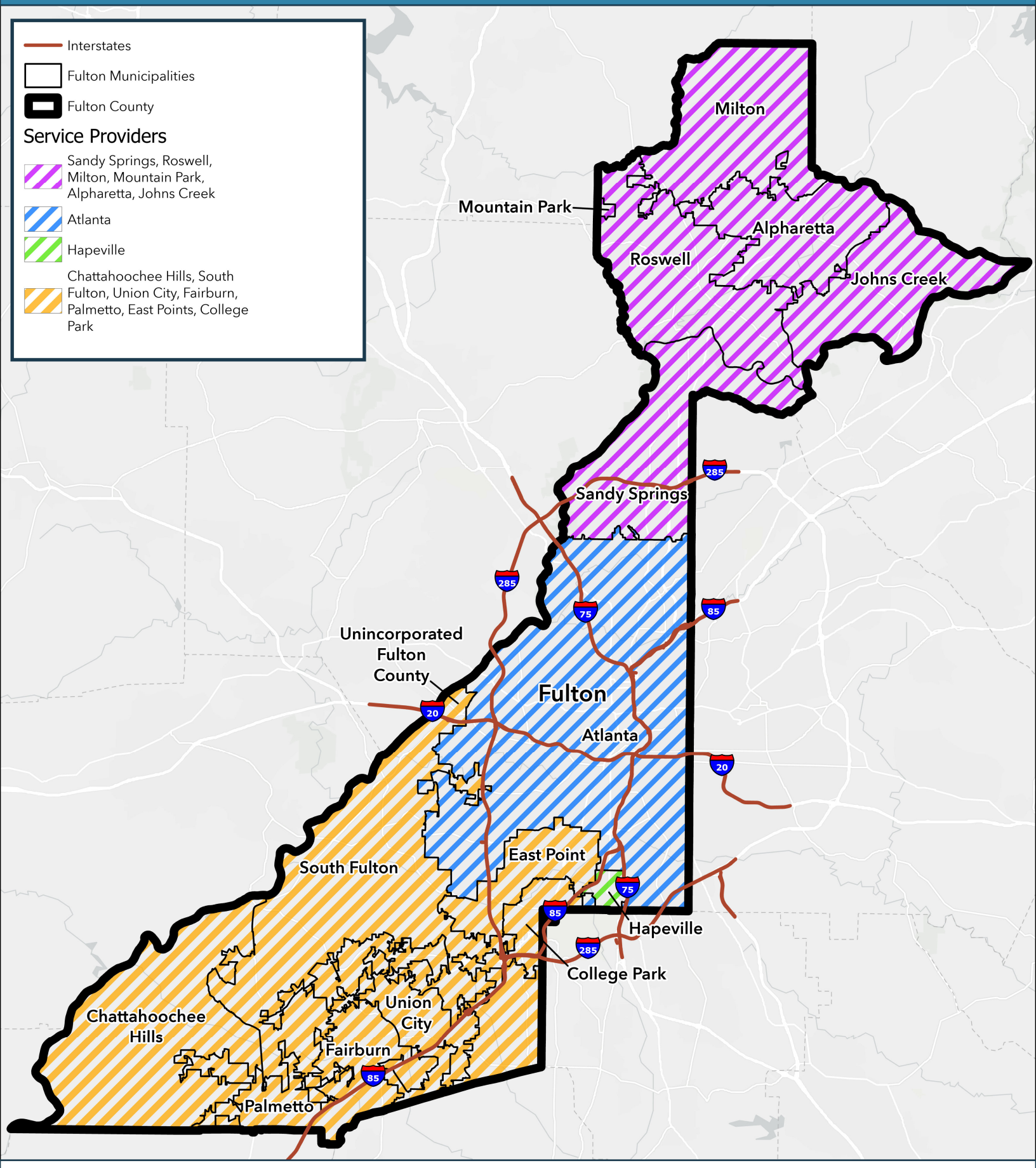
Provide Details Here

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

Fulton County - SDS 2026 Emergency Medical Services (EMS) Service Map



SERVICE LEVEL AGREEMENT
BETWEEN
CITIES OF ALPHARETTA, JOHNS CREEK, MILTON, ROSWELL, SANDY SPRINGS AND EMS VENTURES, INC. D/B/A AMERICAN MEDICAL RESPONSE

This Service Level Agreement ("Agreement") is made, entered into and effective as of the date this Agreement has been executed by all parties hereto (the "Effective Date"), by and between E.M.S. VENTURES, INC., a Georgia corporation, d/b/a AMERICAN MEDICAL RESPONSE ("AMR"), and the cities of Alpharetta, Johns Creek, Milton, Roswell and Sandy Springs (hereinafter referred to individually as the "City" and/or collectively as the "Cities"), each a Georgia municipal corporation, and each acting by and through its duly elected City Council Members. This Agreement supersedes and replaces all prior memorandums of understanding, agreements or contracts between the parties and there are no Agreements or obligations owed between the parties as of the Effective Date related to this subject matter.

RECITALS:

WHEREAS, the Georgia Department of Public Health ("GDPH") has approved a Regional Ambulance Zoning Plan which designates AMR as the Designated 911 Zone Provider for North Fulton County (which includes the cities of Alpharetta, Johns Creek, Milton, Roswell and Sandy Springs);

WHEREAS, AMR is the owner and operator of certain emergency medical care vehicles and equipment designed to respond to requests for and provide emergency medical care and transportation to patients and AMR has in its employ trained personnel whose duties are related to the use of such vehicles and equipment and to the provision of emergency medical services;

WHEREAS, the Cities and AMR desire to enter into an Agreement for the provision of enhancing and sustaining EMS service levels within the City limits of each City.

NOW THEREFORE, in consideration of the mutual understandings and promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Provision of Services. AMR will perform services in accordance with the Georgia Regional Ambulance Zoning Plan. AMR shall satisfy the performance standards contained in Exhibit A – Operational Standards.

2. Medical Response Unit Program. If the Cities choose to operate a Medical Response Unit the responsibilities of the Cities and AMR are outlined in Exhibit B – Medical Response Unit Program.

3. Compensation for Services. The Cities shall pay a subsidy in accordance with Exhibit C – Annual Subsidy Requirements to compensate AMR for satisfying the performance contained in Exhibit A – Operational Standards.

4. Special Event Standby or Supplemental Coverage. The Cities shall have the option to purchase Special Event Standby or Supplemental Coverage from AMR in accordance with Exhibit D – Special Event Standby Fee Schedule.

5. Liquidated Damages. Liquidated damages shall be assessed in accordance with Exhibit E – Liquidated Damages if AMR does not meet response time outlined in Exhibit A – Operational Standards.

6. Certifications and Licenses. Each party shall maintain all certifications and licenses as required by all applicable laws to perform its services.

7. Qualifications to Participate in Federal and State Healthcare Programs. All parties represent and warrant that (i) neither it nor any employee, agent, or independent contractor provided under this Agreement is excluded from participation under any Federal Health Care Program for the provision of items or services for which payment may be made under a Federal Health Care Program; (ii) neither it nor any employee, agent or independent contractor provided under this Agreement has been convicted of a felony relating to health care fraud as defined under 42 U.S.C. §1320a-7(a)(3); and (iii) no final adverse action, as such term is defined under 42 U.S.C. §1320(a)-7(c) has occurred or is pending or threatened against either party or to its knowledge against any employee, agent or independent contractor engaged to provide items or services under this Agreement (collectively "Exclusions/Adverse Actions"). During the term of this Agreement, each party agrees to notify the other parties in writing of any Exclusions/Adverse Actions within ten (10) days of learning of any such Exclusions/Adverse Actions and provide the basis of the Exclusions/Adverse Actions. Each party acknowledges that the exclusion of any employee, agent or independent contractor from participation in the Federal Health Care Programs shall result in his or her immediate removal from the performance of duties and responsibilities for the other party under the terms of this Agreement without penalty. Notwithstanding the foregoing, nothing set forth in this Section 7 shall relieve a party from its indemnification obligations set forth in Section 10 hereof. Each party acknowledges and agrees that any Exclusions/Adverse Actions of or against it or any employee, agent or independent contractor utilized, directly or indirectly, in the performance of this Agreement serve as the basis of an immediate termination of this Agreement by the other party without penalty. For purposes of this Agreement, a "Federal Health Care Program" shall mean any plan or program providing healthcare benefits, whether directly through insurance or otherwise, that is funded directly, in whole or part, by the United States Government (other than the Federal Employees Health Benefits Program), or any State health care program and shall include, by way of example, the Medicare and Medicaid programs.

8. Insurance. Not later than ten (10) days prior to the Effective Date, AMR shall provide to the Cities certificates meeting or exceeding the requirements of this section. Policies must be written by a licensed Georgia agent in a company licensed to write insurance in the State of Georgia and acceptable to the Cities. Notwithstanding the foregoing, AMR may satisfy the requirements of this paragraph by providing documentation of self- insurance at the required levels.

   a. AMR shall obtain insurance in the following amounts and types:
      i. Worker's Compensation – Statutory
      ii. Bodily injury by accident - each accident: $500,000
      iii. Bodily injury by disease - total limit: $500,000
      iv. Bodily injury by disease - each employee: $500,000
   b. Commercial General Liability Insurance, Bodily Injury, and Property Damage Liability Each Occurrence:
      i. General Aggregate: $1,000,000
      ii. Products - Completed Operations $2,000,000
      iii. Aggregate Limit: $1,000,000
      iv. Personal and Advertising Injury limit: $1,000,000
      v. Business Automobile Liability, Bodily Injury and Property Damage: $3,000,000
      vi. Liability, including operation of owned, non-owned and hired automobiles. Umbrella Excess Liability: $2,000,000
   c. AMR shall provide professional liability insurance coverage in the amount of $2,000,000

for all AMR employees servicing in the Cities' 9-1-1operations. AMR shall ensure any subcontractors or agents of AMR performing services shall meet the insurance requirements hereunder.

AMR will provide the Cities with a copy of an Acord Certificate of Liability Insurance ("Acord Certificate") naming each of the Cities as an additional insured and providing for thirty (30) days' prior notice of cancellation or non-renewal (naming the Cities as an additional insured is not required for Workers' Compensation or professional liability coverage). AMR shall furnish an original Acord Certificate to the Cities within ten (10) days prior to the Effective Date. The Acord Certificate shall be in effect for the duration of then applicable Agreement term.

9. Record Retention and Confidentiality. The parties will retain books and records regarding services rendered to patients for the time periods required under all applicable laws {including the requirements of the Secretary of Health and Human Services ("HHS")} and allow access to such books and records by duly authorized agents of the Secretary of HHS, the Comptroller General and others to the extent required by law. All information with respect to the operations and business of a party and any other information considered to be and treated as confidential by that party gained during the negotiation or Term of this Agreement will be held in confidence by the other party and will not be divulged to any unauthorized person without prior written consent of the other party, except for access required by law, regulation and third-party reimbursement Agreements.

10. Indemnification. Each party, its officers, directors, and employees ("Indemnitor") shall to the extent allowed by law indemnify and hold harmless the other party or parties, its officers, directors, and employees, ("Indemnitee") for, from and against all costs, claims, losses, liabilities, penalties, fines, citations, expenses, forfeitures or other damages, including but not limited to settlements, defense costs, judgments, court costs, expert(s) fees and reasonable fees of attorneys, incident to, and which it may incur, become responsible for, or pay out as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of Applicable Law, to the extent that such damage was caused by, in whole or in part, incident to or arose out of this Agreement and the Indemnitor's: (i) default of this Agreement; or (ii) negligent or willful act(s) or omission(s); or (iii) violation of Applicable Law; or (iv) any employment, workers' compensation or other related claim by Indemnitor's employees, agents or subcontractors. Nothing in this section shall limit any right to contribution or other allocation of fault between the parties as determined by a court of competent jurisdiction and as permitted by all Applicable Law. Nothing contained herein shall be construed to be a waiver of any City's sovereign immunity or any individual's qualified, good faith or official immunities and the Cities shall not be required to purchase any additional or specific insurance for any obligations hereunder, with the limited exception of the automobile insurance requirements related to a City's use of an MRU as stated in Exhibit B below and subject to the limits stated in O.C.G.A. § 36-92-2(a), as applicable.

11. Billing. AMR will bill and collect for services at its usual and customary rates in accordance with applicable law.

12. Term of Agreement and Renewal Provisions. The term of this Agreement ("Initial Term") shall commence as of the Effective Date with an initial term of one (1) year. Unless any of the Cities provide at least one-hundred and twenty (120) days' written notice of non-renewal prior to the end of the Term, this Agreement shall be renewed automatically at the end of the Initial Term and under like terms for four (4) successive one (1) year terms, subject to (a) the continuing or renewed assignment of AMR as the Designated 911 Zone Provider for North Fulton County by GDPH; (b) agreement by the parties on a subsidy and a schedule of fees and charges (provided that for all renewal terms, the subsidy shall be as set forth on Exhibit C). If funds are not allocated for a renewal term for any or all the Cities, this Agreement will terminate upon the

expiration of the then-existing term; provided that any Agreement term may be extended by agreement of the parties in writing signed by the parties for up to ninety (90) days. In the event of such an extension, a subsequent renewal term will be shortened by the time of the extension.

The Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of Cities on the last day of each Cities' fiscal year of the Term, and further, that this Agreement shall automatically renew on the first day of each subsequent fiscal year absent any City's provision of written notice of non-renewal to AMR at least five (5) days prior to the end of the then current fiscal year. To the extent this applies to the Agreement, title to any supplies, materials, equipment, or other personal property shall remain in AMR until fully paid for by the applicable City or Cities.

13. Liquidated Damages. In accordance with Exhibit E, AMR shall pay the Cities liquidated damages in each monthly period AMR does not meet ninety percent (90%) zone response time reliability for Bravo, Charlie, Delta, Echo, or eighty-five percent (85%) zone response for Alpha and Omega for the overall system. Any sums due and payable hereunder by AMR shall be payable, not as a penalty, but as liquidated damages representing an estimate of probable loss by the performance deficiency. The Cities shall be entitled, but not required, to withhold from any amounts otherwise due AMR, the amount then believed by the Cities to be adequate to recover applicable liquidated damages. If and when AMR achieves the performance standards, for any month which any City has withheld payment, such City shall promptly release to AMR those funds withheld, but no longer applicable, as liquidated damages.

14. Notice of Default and Opportunity to Cure. Except as otherwise provided in Section 17 of this Agreement, the Cities shall have the right to terminate or cancel this Agreement or to pursue any appropriate legal remedy in the event AMR materially defaults on this Agreement and fails to correct or cure such default within thirty (30) days following the service on it of a written notice by the City or Cities specifying the default or defaults complained of and the date of intended termination. Likewise, AMR shall have the right to terminate or cancel this Agreement or to pursue any appropriate legal remedy in the event that the Cities materially default on this Agreement and fail to correct or cure such default within thirty (30) days following the service on it of a written notice by AMR specifying the default or defaults complained of and the date of intended termination. If the Agreement is terminated pursuant to this paragraph, AMR shall be entitled to compensation for services provided up to and including the date of termination stated in the termination notice.

    a. Definitions of Material Default: Conditions and circumstances that shall constitute a material default by AMR shall include but not be limited to the following:

        i. Failure of AMR to conduct its City 9-1-1 response operation in substantial compliance with the requirements of the applicable Federal, State, and Local laws, rules, and regulations. Minor infractions of such requirements shall not constitute a major default but willful and repeated defaults shall constitute a material default;
        ii. Falsification of data supplied to the Cities by AMR in the course of its City 9-1-1 operations, including by way of example but not by way of exclusion: dispatch data, patient report data, response time data, financial data, or any other data required under this Agreement;
        iii. As defined by the Cities, repeated failure to maintain equipment in accordance with good maintenance practices;
        iv. Deliberate, excessive, and unauthorized scaling down of operations to the detriment of performance without consultation with the Cities including, but not limited to, recurring, intentional, or routine failures to meet the requirements of the Operational

Standards;

v. Chronic and persistent failure of AMR's employees to conduct themselves in a professional and courteous manner or to present a professional appearance;
vi. Failure to comply with approved rate setting, billing and collection procedures; to the extent allowed by law;
vii. Repeated failure to meet response time requirements after receiving notice of non-compliance from the City or Cities;
viii. Repeated failure to comply with any of the Operational Standards set forth in Exhibit A; and/or
ix. Failure of AMR to provide and maintain the minimum levels of insurance required herein.

15. Termination. A party may terminate this Agreement: (a) at any time without cause and at its sole discretion upon one hundred twenty (120) days written notice to the other party; or (b) upon the material default of this Agreement by another party if such default is not cured within the time period described herein; or (c) as otherwise provided herein. A termination of this Agreement by any party terminates the Agreement for all parties. If this Agreement is terminated for any reason, AMR will revert to Zone management as required by the Zone designation by Georgia Department of Health. In the event that AMR voluntarily relinquishes its designation as the ambulance provider for the North Fulton Zone, a designation granted by the State of Georgia's Department of Public Health, AMR shall provide no less than one hundred twenty (120) days' notice to the parties.

16. Regulatory Changes. Except as otherwise provided by Section 23 (Merger Clause), all parties reserve the right to modify this Agreement with written consent of all parties, upon thirty (30) days' notice to the other parties in the event any Applicable Law, government policy or program change is passed or adopted imposing mandates directly effecting AMR's rates, provision of services and/or obligations.

17. Compliance with Applicable Law. All parties agree to be in material compliance with all Applicable Law, which is hereby defined to include all federal, state and municipal rules, regulations and ordinances relating to the performance of their obligations hereunder or in any manner affecting this Agreement. One or more of the parties hereto shall immediately notify the defaulting party in the event it has failed to comply with this Section. In such an event, any of the non-defaulting parties may immediately terminate this Agreement.

18. No Conflict. AMR represents and warrants that it presently has no interest, direct or indirect, and covenants and agrees that it will not, during the term of this Agreement, acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its duties and obligations hereunder. AMR further covenants and agrees for itself, its agents, employees, directors, and officers to comply fully with the provisions of the Georgia law and the provisions of each City's Code of Ethics governing conflicts of interest of persons doing business with a City, as such provisions now exist or may be amended hereafter. AMR represents and warrants that such provisions are not and will not be violated by this Agreement or AMR's performance hereunder.

19. Personnel/Management.
    a. Safety Equipment: AMR shall evaluate and provide safety equipment for field personnel consistent with Occupational Safety and Health Administration ("OSHA") requirements and guidelines.
    b. Organizational Chart: AMR shall provide the Cities with a current organizational chart for its North Fulton Zone operation.

20. Governing Law; Jurisdiction and Venue. This Agreement shall in all respects be governed by, and construed

in accordance with, the laws of the State of Georgia without regard to conflicts of law principles that would result in the application of the laws of any other jurisdiction. The parties agree that any action, proceeding, claim or dispute arising out of, or relating in any way to, this Agreement shall be brought and adjudicated solely in the Superior Court of Fulton County or the Atlanta Division of the USDC for the Northern District of Georgia.

21. Force Majeure. Neither the City nor AMR shall be deemed in violation of this Contract if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to, acts of God, acts of civil or military authority, acts of public enemies, war, accidents, fires, explosions, pandemics, earthquakes, floods, or catastrophic failure of public transportation, provided however, that nothing herein shall relieve or be construed to relieve AMR from performing its obligations hereunder in the event of riots, rebellions, or legal strikes.

22. Notices. Any notice required or permitted to be given pursuant to any provisions of this Agreement shall be given in writing, and deposited with the United States Postal Service, postage pre-paid, registered, or certified mail, return receipt requested, or by a nationally recognized overnight courier service, addressed as follows:

Notice to City of Alpharetta shall be sent to:

Mayor
City of Alpharetta
2 Park Plaza
Alpharetta, GA 30009

Notice to City of Johns Creek shall be sent to:

Mayor
City of Johns Creek
11360 Lakefield Drive
Johns Creek, GA 30097

Notice to City of Milton shall be sent to:

Mayor
City of Milton
2006 Heritage Walk
Milton, GA 30004

Notice to City of Roswell shall be sent to:

Mayor
City of Roswell
38 Hill Street
Roswell, GA 30075

Notice to City of Sandy Springs shall be sent to:

Mayor
City of Sandy Springs

1 Galambos Way
Sandy Springs, GA 30328

Notice to AMR shall be sent to:

EMS Ventures, Inc., d/b/a American Medical Response
250 Hembree Park Drive, Suite 112
Roswell, Georgia 30076
Attn: Division Regional Director

Law Department
c/o Global Medical Response, Inc.
4400 State Highway 121, Suite 700
Lewisville, TX 75056

Either party may change the notification addresses listed above with proper written notice to all other parties.

23. Merger Clause. This Agreement, together with Exhibits A through F, constitutes the entire agreement of the parties with respect to the subject matter hereof, supersedes and replaces all oral and written statements, conversations and correspondence, and is intended by the Parties to be the final expression of their agreement on all terms and conditions set forth herein. No modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing, signed by all the Cities' and AMR's duly authorized representatives, and entered upon the minutes of each Cities' City Council; provided however, that the Operational Standards (Exhibit A) and Medical Response Unit Program (Exhibit B) shall be considered a working document that is subject to revision and refinement as circumstances dictate and may be modified by written and signed agreement of the Cities' respective authorized City Manager or City Administrator, subject to the approval of respective Mayor and Council of the Cities, and AMR's Division General Manager, or such other person as AMR may designate.

24. Severability. If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect and be enforceable in accordance with its terms.

25. Records. AMR shall maintain accurate books, documents and records reflecting the Services provided and all bills or claims submitted to patients or third party payers. All such records should be prepared and maintained in accordance with applicable law, including but not limited to the Health Insurance Portability and Accountability Act of 1996 and applicable regulations promulgated thereunder ("HIPAA").

26. Fair Market Value. It is not the intent of either party to this Agreement that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing, or ordering of any services other than specific services described in this Agreement. Any payments or other consideration specified in this Agreement are consistent with what the parties reasonably believe to be the fair market value for the services provided.

27. Independent Contractor. In the performance of this Agreement, each party hereto shall be, as to the other, an independent contractor and neither party shall have the right or authority, express or implied, to bind or otherwise legally obligate the other. Nothing contained in this Agreement shall be construed to constitute either party assuming or undertaking control or direction of the operations, activities or medical care

rendered by the other.

28. HIPAA Compliance. All parties shall comply with the privacy and security provisions of the Health Insurance Portability and Accountability Act of 1996 and the regulations thereunder ("HIPAA"). All Patient medical records shall be treated as confidential so as to comply with all state and federal laws.

29. Execution by Email and or Facsimile; Delivery of Original Signed Agreement. This Agreement may be executed by email and or facsimile or other electronic means (e.g., DocuSign), and shall be deemed effectively executed upon the receipt by all parties of the last page of this Agreement duly executed by the other parties.

30. Dispute Resolution. The parties shall first attempt to resolve any dispute arising from this Agreement between themselves prior to notifying the State of Georgia or the Cities of any dispute or disagreement. A party shall send notice of a dispute or disagreement to the Cities ("Dispute Notice"). The Dispute Notice shall contain all facts and circumstances regarding the dispute with specificity. All parties shall meet and confer in good faith within thirty (30) days of the Dispute Notice. If the parties are unsuccessful at resolving the Dispute Notice, any party may take any lawful action regarding the dispute.

31. Authority; Counterparts. Each individual executing this Agreement on behalf of any entity which is a party to this Agreement represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said entity. This Agreement may be signed in counterparts in accordance with Section 29.

IN WITNESS WHEREOF. the parties hereto have caused this Agreement to be executed by their authorized representatives on the day and year first above written.

E.M.S. VENTURES, INC. D/B/A/ AMERICAN MEDICAL RESPONSE

By: _____
Steven Dralle, Region President
Date: 5-30-2024

Attest: _____
Thomas A.A. Cook, Corporate Secretary

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor
Date: June 4, 2024

CITY OF JOHNS CREEK, GEORGIA

By: _____
John Bradberry, Mayor
Date: June 24 2024

CITY OF MILTON, GEORGIA

By: _____
Peyton Jamison, Mayor
Date: 6/26/2024

CITY OF ROSWELL, GEORGIA

By: _____
Kurt Wilson, Mayor
Date: 6/27/2024

CITY OF SANDY SPRINGS, GEORGIA

By: _____
Russell K. Paul, Mayor
Date: June 3, 2024

EXHIBIT A

Operational Standards

1. **Response Time:** AMR will provide a system-wide twelve (12) minute response time for Bravo, Charlie, Delta, and Echo level calls with ALS or BLS resources, however, should an ALS resource capable of providing patient care, arrive on scene prior to the transport unit, for Bravo and Charlie calls, the transport unit will be measured on a 15-minute response standard. AMR will provide a system-wide twenty (20) minute response time, in aggregate, for all Alpha and Omega level calls with ALS or BLS resources. The system wide benchmark will be measured by a system-wide ninety percent (90%) response time for Bravo, Charlie, Delta, and Echo level calls (in aggregate) and eighty-five percent (85%) for Alpha and Omega level calls (in aggregate). The response time starts when AMR is notified of the call for service with a valid address and the response time stops when the ambulance arrives on-scene with wheels stopped.

   The Cities and AMR agree that response times are not the sole measure of EMS performance and will consider incorporating additional patient clinical outcome data into the overall system performance evaluations within the first six (6) months of the Effective Date. Consistent with the Georgia Regional Zone requirements, the parties agree to evaluate and implement system enhancements that will enhance services delivery, public safety, and patient outcomes. The Cities will create the forum for evaluation, and the costs of such systems will be evaluated and shared as needed for the betterment of the system.

2. **Response Time Measurement:** For purposes of measuring response time, response time shall be measured as the elapsed time between the time AMR is notified of the call for service with a valid address and the time an AMR ambulance arrives on the scene with wheels stopped. AMR shall provide response time measurement reports to the Cities monthly for review and accountability no later than the tenth day of the month.

   a. In case of a multiple response incident, (i.e., where more than one (1) ambulance is requested to the same incident), only the response time of the first arriving ambulance shall be counted.

   b. In situations when the ambulance has responded to a location other than the scene (i.e., staging area), the on-scene time shall be the time when the ambulance arrives at the designated staging location.

   c. Upon first arrival of a City ALS first response unit or the AMR ambulance, the crew on scene may immediately downgrade the next responding unit unless the patient's clinical condition requires subsequent responders to continue with an emergency response. If a run priority is upgraded to a higher response while the ambulance is responding, the applicable priority for tracking purposes shall be the upgraded priority. However, the response time shall be measured from the time of the upgrade, but in no circumstance shall the response time be longer than twenty (20) minutes.

   d. If a run priority is downgraded to a lower priority while the ambulance is enroute, the applicable priority for tracking purposes shall be the downgraded priority. However, the response time shall be measured from the original dispatch time, not the time of the downgraded response.

   e. In situations where an ambulance has responded to an incident and a closer unit picks up and or is dispatched to the incident in place of the original unit for efficiency, the initial (original) dispatch time shall not change.

   f. Clinical and response time performance will be reliable, with equipment failure and human error

held to a minimum through attention to performance, protocol, procedure, performance auditing, and prompt and corrective action. This may be achieved by the most innovative technology for not only EMS response time, but also clinical performance measurements.

3. **Calls Exempt from Response Time Calculation.** For purposes of measuring response time, a response time for a 911 call shall be automatically excluded when good cause is shown to grant such exclusion. Exhibit F lists the predefined exemptions allowed under this Agreement. The Cities have the ability to consider exemptions beyond what is contained in Exhibit F.

4. **Priority Posting Plan.** AMR shall implement a system-wide Priority Posting Plan Model supported by data analytics. The Priority Posting Plan will safeguard the 911 Emergency Medical Response System while allowing each ambulance to respond to 911, thus providing an increase in the number of available ambulances and maximizing efficiencies.

5. **Minimum/Maximum Deployment Level.** For the purposes of this agreement, "ALS-level units" means an ambulance staffed with a minimum of one paramedic. AMR's ambulance deployment should not intentionally schedule less than ninety percent (90%) ALS-level units with a goal to provide one hundred percent (100%) ALS-level units. AMR shall also deploy, as part of its deployment strategy, one (1) paramedic EMS Battalion Chief with vehicle and provide appropriate ambulance Unit Hours per day of coverage within the combined service area of the Cities. The AMR EMS Battalion Chief shall not be included as minimum unit staffing. This will be distributed between day and night shifts as called for using demand analysis. This demand analysis will be evaluated on a quarterly basis. AMR will bring change recommendations to the Cities for discussion. AMR's deployment plan should account for no less than 85,983Unit Hours (UH) per year.

6. **Initial System Review Period**: To allow for an appropriate evaluation and adjustment period of the new system, for 120 days following the Effective Date of this Agreement, any liquidated damages associated with performance will not be applicable or assessed. The Cities will review performance after the first 120 days of service. Any additional deployment hours requested, shall be approved by all parties, and reimbursed in accordance with the supplemental rate per unit hour as more described in Exhibit D.

7. **Common Radio Frequency:** AMR shall maintain a radio system compatible with the North Fulton Regional Radio System and the Fulton County Radio System. AMR shall maintain voice and data communications on the Cities' public safety radio system's primary and secondary channels. All AMR ambulances shall maintain two (2) radios: one (1) mobile and one (1) portable radio for communication continuity. Each City shall provide AMR with access to all emergency operating and tactical frequencies (including FCC frequencies) used for emergency service responses.

8. **Dispatch Consolidation/CAD Interface:** AMR's North Fulton Dispatch Operations will base the operations at the AMR Roswell headquarters facility. AMR reserves its right to move its dispatch center temporarily or permanently and/or functions to any location within the State provided that communication is uninterrupted and there would be no impact to the emergency response system. AMR shall and will participate in the CAD Interface necessary to accommodate in data sharing with Unify Hub Solution. AMR will be responsible for CAD integration costs up to $50,000.00.

9. **Equipment/Vehicles:** All vehicles used in responding to 911 calls shall carry equipment, supplies, and medications that meet all State of Georgia requirements. All ambulance units shall at all times meet such minimum in-service equipment requirements and any additional requirements that may be established herein. Units not meeting these requirements must be removed from service until the deficiency is

corrected. Ambulance units shall have appropriate traffic preemption transponders. AMR shall bear the cost of outfitting ambulance units with the appropriate traffic preemption transponders. Vehicles, equipment, and supplies shall be maintained in a clean, sanitary, and safe mechanical condition at all times. AMR commits to exploring implementation of advanced safety technologies for future investment.

10. **Public Safety Answering Point (PSAP) Records:** The Cities shall provide AMR reasonable access within a reasonable period of time to computer records, audiotapes, document/tape retention and destruction policies, and any other documents pertaining to the PSAP's dispatching of AMR. The Cities shall designate a representative to facilitate AMR's request for access and information. AMR shall also provide the Cities with the same information as listed above.

11. **Participation in Emergency Medical Response Oversight Committee (EMROC):** The Cities intend to establish an Emergency Medical Response Oversight Committee. When created, AMR and the Cities agree to actively participate in a professional and objective manner in all meetings as established by EMROC. The Cities and AMR to participate and assist in the development of system changes subject to negotiated costs, if any. Each party shall attend no less than ninety percent (90%) of the EMROC meetings.

    a. AMR, subject to availability, shall participate in studies to determine the efficacy and financial viability of implementing preventative services and alternative solutions that match individual healthcare needs with efficacious and fiscally responsible service for aging, at-risk and mental health patient populations. Any costs impact on AMR shall be negotiated and determined before AMR participates in any studies.

    b. Preventative services and alternative solutions include but are not limited to communications center nurse triage program, clinical computerized decision support systems, community paramedic programs, alternative destination procedures, treat no transport protocols, field telehealth use. All services, solutions and programs shall be medically guided, approved by the Cities and shall have a comprehensive evaluation process to assess patient outcomes to ensure employee and patient safety. Any solution requiring having a financial impact on AMR shall be negotiated and determined before implementation, including an amendment to the Agreement.

12. **Response Area Exclusivity:** Pursuant to the State of Georgia Regional Zoning Plan, no City shall provide ambulance services themselves, nor shall any City enter into an Agreement or contract with any other provider for ground ambulance response to 911 requests for ambulance and emergency medical services within the City's jurisdiction.

13. **Mutual-Aid Plan:** AMR will have an executed mutual-aid contract from local area state certified ambulance service or services to handle overload emergency medical services calls. AMR will provide copies of all executed mutual aid agreements to the Cities within thirty (30) days of execution of this agreement.

14. **Staffing Requirements:** Each ALS ambulance used for response to 911 requests shall be staffed by at least one (1) Georgia certified paramedic and one (1) Georgia certified EMT. BLS units will be staffed with two (2) Georgia Certified EMTs. However, in certain non-routine circumstances, AMR may alter its staffing of ALS/BLS ambulances so long as such staffing remains within compliance with Georgia law, and notification is made to the Cities.

15. **Medical Supervision:** AMR will have a Georgia based Medical Director who shall comply with all Georgia Department of Public Health requirements for Medical Directors of ambulance services. All parties shall follow and perform services in accordance with the medical protocols, guidelines, and

directives of the Cities.

16. **External Communications:** The Cities and AMR agree to reasonably notify each other regarding public statements, press releases, and press inquiries regarding matters covered by this Agreement.

17. **Mutual Training:** The Cities and AMR agree to collaborate in mutual training exercises focused on improvement of agency relations and teamwork related to enhancement of patient care. The topics of this training shall be centered on disaster training, active shooter, pit crew CPR, Advanced Cardiac Resuscitation, etc. Training topics will be agreed upon by the Cities.

18. **Bi-Annual Patient Survey:** The Cities or AMR may conduct a bi-annual patient satisfaction survey, to be designed and approved by the Cities, within each respective jurisdiction. The survey shall address patient service perceptions of both the City's first responders and AMR's personnel. The survey results shall be provided to the Cities and to AMR and shall be used to determine opportunities for continuous quality improvement.

19. **Progressive and Clinical Quality Improvement and Continued Education:** Cities require that AMR shall develop and implement a comprehensive quality management program that incorporates compliance assurance, process measurement and control, and process improvement that is integrated with the entire EMS system, including first responder agencies, medical communication center operations, and Public Health. The clinical indicators measured by all system participants will be developed through collaborative efforts of the first responder agencies, AMR, and the Cities based on current EMS research and call demand. The AMR Medical Director, in cooperation with each City's Medical Director, will ultimately approve and implement the quality monitoring and improvement plan to be used by the Cities and AMR.

20. **Clinical Performance measurement:** To maintain routine high-quality EMS Services, the clinical performance of the quality of care provided to the patients will be routinely measured. AMR shall work with the Cities to develop an electronic reporting method for clinical metrics. The Clinical Scorecard should outline both Core and Revolving Clinical KPIs. The parties and the AMR Medical Director shall collaborate and jointly develop the Clinical Scorecard.

21. **FirstWatch Online Compliance Utility and FirstPass Tools:** FirstWatch and/or FirstPass will be the Cities' recognized third-party system data monitoring tool. Nationally recognized alternatives will be considered. AMR will own the software,and is responsible for costs associated with maintaining these systems, as well as ensuring the Cities have "administrator level" access for reporting purposes.

22. **Medical Review/Audits:** The goal of the medical audit process is to inspect and assure compliance of the care delivered with the system's established clinical care guidelines. Evaluation of a statistically significant random sampling of patient contacts provides a snapshot of the clinical care provision and enables Cities to identify the need for a more targeted or detailed audit. The process also assists to validate the effectiveness of ongoing process measures to monitor and improve the performance of care. If the audit process is to be positive, it must be just one component of a quality management program that places the majority of attention and activity on measuring system process performance and routinely engaging in improvement efforts that result in reduction of common causes of process variation and/or improvement in process performance over time.

23. **Semi-Annual Administrative Review:** Both parties agree to meet every six (6) months to review operational and financial performance, community strategies, and organizational service alignment. Review meeting should be attended by each City Manager or City Administrator and AMR Regional leadership.

EXHIBIT B

Medical Response Unit Program

In an attempt to collaborate and provide the very best in service to the citizens and visitors of the Cities, during extenuating circumstances, AMR and the Cities desire to implement a medical response unit ("MRU") supplemental transport program. The use of such program is outlined in the Georgia Health Code 31-11-1(a)(6) Findings; Declaration of Policy.

Responsibilities of the Cities:

1. The Cities agree that if they choose to operate an MRU it will be operated in accordance with Georgia Health Code 31-11-1(a)(6) and Georgia Rules and Regulations 511-9-2-.09.

   If a City's Georgia certified paramedic on-scene determines it necessary to operate an MRU, the City will notify AMR.

Responsibilities of AMR:

1. AMR and the appropriate City will review every transport that is completed by the appropriate City following the transport to determine appropriateness of utilization and eligibility for reimbursement.

2. AMR will reimburse for required completed transports by the MRU provided by the Cities that are completed in accordance with Georgia Health Code 31-11-1(a)(6) and Georgia Rules and Regulations 511-9-2-.09. Should it be determined that the above requirements were not met for the MRU to transport, AMR will not be responsible for any reimbursement. Reimbursement will be set using AMR's average net collections per transport for transport within the Cities. This charge will be evaluated and adjusted on an annual basis.

3. AMR shall provide to each of the Cities, as part of the subsidy consideration, if desired, an MRU as prescribed by each member City. Said MRU shall be housed by the individual Cities at their individual expense in a secure location of their choosing. Each City who receives an MRU shall be required, at its cost and expense, to provide any additional equipment, medical supplies and fuel for the MRU. Each City utilizing an MRU will obtain and maintain, at all times while such MRU is in the City's possession and control, comprehensive automotive insurance subject to the limitations of O.C.G.A. § 36-92-2(a), and specifically related to, and only applicable during, the City's possession, control and operation of such MRU. Each City utilizing an MRU shall ensure such insurance policies are primary over AMR and shall add AMR as an additional insured to its automotive liability policies. All policies shall include a waiver of subrogation in AMR's benefit. Each City utilizing an MRU will provide AMR with certificates of insurance documenting such coverage. Each City utilizing an MRU shall procure sufficient insurance to cover the replacement value of the MRU in the event of total destruction or loss of such MRU and to cover damage and repairs to the MRU. Each City utilizing an MRU shall notify AMR within twenty-four (24) hours of any accident, destruction or damage to the MRU. Each City utilizing an MRU shall be responsible for all maintenance, including but not limited to: (i) scheduled and unscheduled maintenance (pursuant to AMR recommendations), (ii) and road call and breakdown.

Billing for MRU Services:

Neither AMR or the Cities will bill or collect fees for emergency medical services and patient transport provided by the Cities through an MRU.

Response Time Compliance for MRU Services:
For purposes of calculating response time compliance, MRU transports shall be excluded from such calculation.

EXHIBIT C
ANNUAL SUBSIDY REQUIREMENTS

1. The Cities shall pay a total subsidy of $2,057,011.00 during Year 1 of the Agreement. The subsidy payment shall be allocated between the Cities based on a 50/50 split based on a blended three (3) year average of calls for service and population. The initial division of the subsidy, using the described split, is detailed in the table below:

Year	System Annual	System Monthly	Alpharetta Monthly	Milton Monthly	Sandy Springs Monthly	Johns Creek Monthly	Roswell Monthly
1	$2,057,011.00	$171,417.58	$31,317.99	$13,936.25	$55,864.99	$28,403.89	$41,877.32

2. The annual subsidies shall be paid in twelve (12) equal monthly installments, within thirty (30) days of receipt of the invoice from AMR.

3. The subsidy will increase by no more than three percent (3%) per year, year over year over the term of the Agreement. An amount of annual increase shall be negotiated annually. The Parties shall negotiate in good faith resulting in mutual agreement as any reasonable adjustment to the cost of services. In the event the parties fail to agree, the cost of services shall be an amount as determined by the following formula: ((Consumer Price Index * (25% * current total)) + (Employment Cost Index * (75% * current total))). Both the Consumer Price Index (for all urban consumers) and the Employment Cost Index (Compensation for Civilians Workers, Not Seasonally Adjusted) are published by the United States Department of Labor Bureau of Labor Statistics. The Consumer Price Index is published monthly. The Employment Cost Index is published quarterly. Any upward adjustment to the cost of services will not exceed a 3% as compared to the prior year cost of services.

EXHIBIT D

Special Event Standby and Supplemental Coverage Fee Schedule

Individual Cities have an option to purchase Special Event Standby or Supplemental coverage from AMR that will be provided on a dedicated basis to the specific City ("Special Event Ambulance Unit Hours"). The Cities may purchase Special Event Ambulance Unit Hours Ambulance Hours in four (4) hour minimum blocks scheduled forty-eight (48) hours in advance. The Cities recognize that Special Event Ambulance Hours may not always be available given the needs of the overall and combined system for the Cities.

Description	Unit Hour Cost
Year 1 - Ambulance Services ALS	$150.00
Year 2 - Ambulance Services ALS	$154.50
Year 3 - Ambulance Services ALS	$159.13
Year 4 - Ambulance Services ALS	$163.90
Year 5 - Ambulance Services ALS	$168.82

Description	Unit Hour Cost
Year 1 - Ambulance Services BLS	$135.00
Year 2 - Ambulance Services BLS	$139.05
Year 3 - Ambulance Services BLS	$143.22
Year 4 - Ambulance Services BLS	$147.52
Year 5 - Ambulance Services BLS	$151.94

EXHIBIT E

Liquidated Damages

Response times will be monitored by the Cities, or through EMROC, based on criteria outlined in this Agreement and will be utilized for purposes of Agreement performance and outlined damages. AMR Response time performance compliance shall be measured monthly for the overall system in two measurements: (i) ninety percent (90%) zone response time reliability for Bravo, Charlie, Delta, Echo; and (ii) eighty-five percent (85%) zone response for Alpha and Omega.

In each monthly period if AMR does not meet ninety percent (90%) zone response time reliability for Bravo, Charlie, Delta, Echo, or eighty-five percent (85%) zone response for Alpha and Omega for the overall system., damages will be assessed according to the following, and will be split between the Cities based upon the formula used to calculate the subsidy in Exhibit C:

Bravo, Charlie, Delta, Echo Zone Response

Compliance	Amount per Month
87.00% - 89.99%	$5,000
84.00% - 86.99%	$10,000
81.00% - 83.99%	$20,000
< 80.99%	$30,000

Alpha and Omega Zone Response

Compliance	Amount per Month
83.00% - 84.99%	$5,000
81.00% - 82.99%	$10,000
80.00% - 81.99%	$20,000
< 79.99%	$30,000

The Parties agree that any assessed, mutually agreed upon, undisputed and unpaid liquidated damages aging longer than thirty (30) days, may be deducted by the Cities from the next due monthly payment.

EXHIBIT F
Approved Exemptions

- Address Change
  - Anytime the location of the call changes after dispatch
- Incorrect/Unavailable Information
  - PSAP provides incorrect Address
  - PSAP does not provide Gate Code or Click to Enter
  - PSAP does not provide or provides incorrect Suite, Apartment Number, or Building Number
  - PSAP provides incomplete address (ex: Greenway, River, Limited Access Highways or other areas with vague locations)
- Caller Requests Non-Emergent Response
- Mass Casualty
  - An event that overwhelms the local healthcare system, where the number of casualties vastly exceeds the local resources and capabilities in a short period of time.
- Multi-Unit Response
  - Every Unit arriving at a multiple unit response after the primary unit arrives on scene.
- Outlier Calls
  - Calls during excessive demand based on historical call volume for the day of the week/time for the previous 90 days
- Weather
  - Anytime units are responding to a call when severe weather is present.
  - Anytime the weather would significantly alter the speed at which the vehicle can travel.
- Hospital Delays
  - With a documented attempt to resolve, delays of greater than 30 minutes that are the result of a prolonged patient drop-off (e.g. bed delay).
- Physical Barriers
  - Down Power lines
  - Construction or severe traffic on the most efficient route
  - Restricted access roads
- Other delays as approved by the Cities.

GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, we recommend reporting this to the Department of Community Affairs.

COUNTY: FULTON COUNTY	**Service: Engineering**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):**Type Name of the single Government, Authority or Organization Here**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of the single Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Fulton County, Alpharetta, Atlanta, Chattahoochee Hills, South Fulton, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, Union City**

e.) ☐ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.



SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County, Alpharetta, Atlanta	General Funds, TSPLOST, Grants, Fees
Chattahoochee Hills, South Fulton	General Funds, TSPLOST, Grants, Fees
College Park, East Point, Fairburn	General Funds, TSPLOST, Grants, Fees
Hapeville, Johns Creek, Milton	General Funds, TSPLOST, Grants, Fees
Mountain Park, Palmetto, Roswell	General Funds, TSPLOST, Grants, Fees
Sandy Springs, Union City	General Funds, TSPLOST, Grants, Fees

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

Added more ciites since the last SDS submission

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

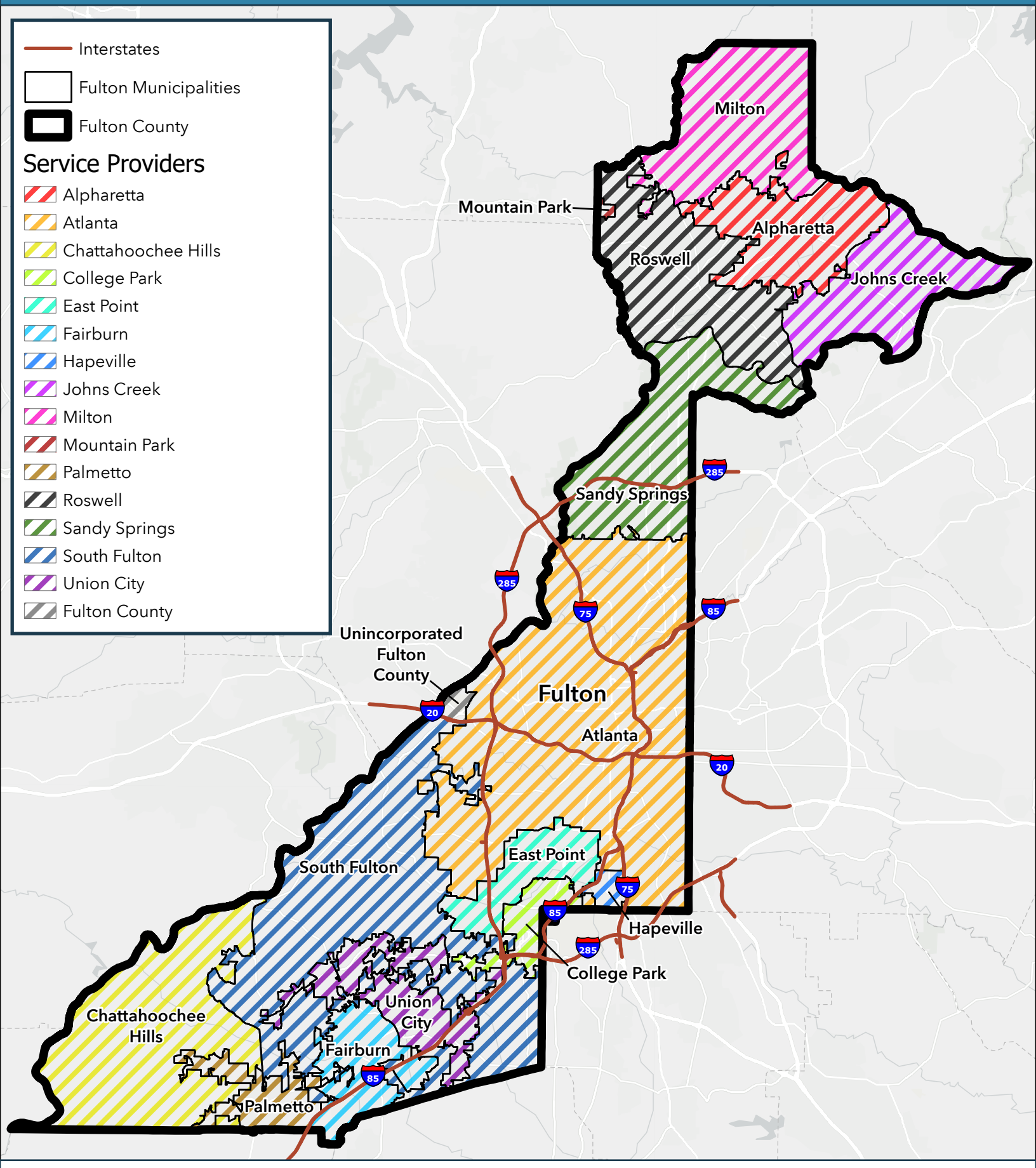
Not Applicable

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

Fulton County - SDS 2026 Engineering Service Map



FULTON COUNTY

GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, we recommend reporting this to the Department of Community Affairs.

COUNTY: FULTON COUNTY	**Service: Environmental Health (BOH)**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☒ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):**Fulton County and State of Georgia throught the Board of Health (which is now part of the state)**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of the single Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

e.) ☐ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County (Board of Health)	General Funds, Grants, Fees, State Funds, Special Services District

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

Please note that the Board of Health was moved to the Georgia Department of Public Health in accordance with state law/regulations. Fulton County provides matching funds for services.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Board of Health IGA/MOU	Fulton County and the Department of Health	State Regulation
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

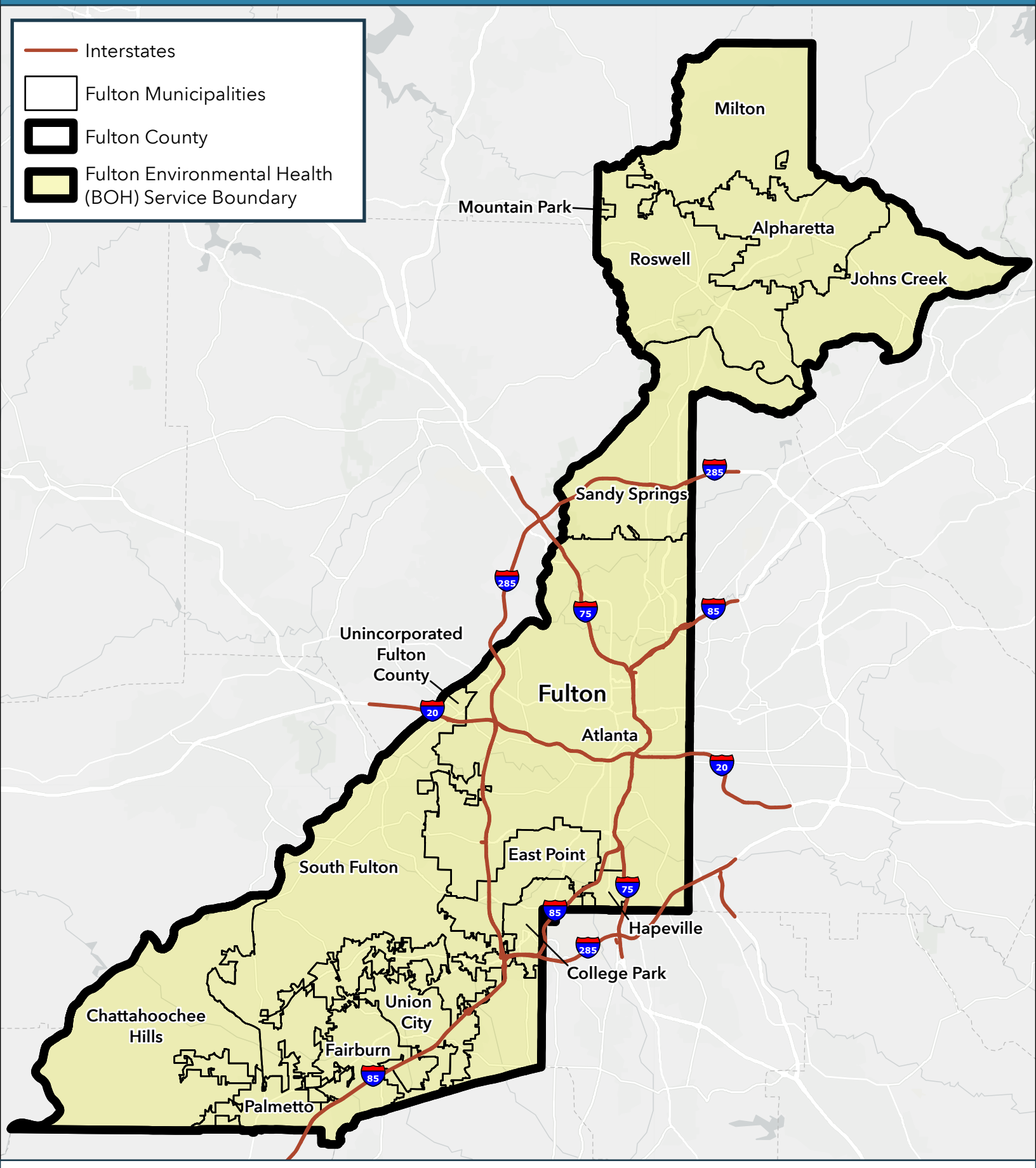
Not Applicable

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

Fulton County - SDS 2026 Environmental Health (BOH) Service Map



GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, we recommend reporting this to the Department of Community Affairs.

COUNTY: FULTON COUNTY	**Service: Environmental Regulation**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):**Type Name of the single Government, Authority or Organization Here**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of the single Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Fulton County, Alpharetta, Atlanta, Chattahoochee Hills, South Fulton, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, Union City**

e.) ☐ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.



SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County, Alpharetta, Atlanta	General Funds, Grants, Fees
Chattahoochee Hills, South Fulton	General Funds, Grants, Fees
College Park, East Point, Fairburn	General Funds, Grants, Fees
Hapeville, Johns Creek, Milton	General Funds, Grants, Fees
Mountain Park, Palmetto, Roswell	General Funds, Grants, Fees
Sandy Springs, Union City	General Funds, Grants, Fees

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

Added cities since the last SDS submission

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

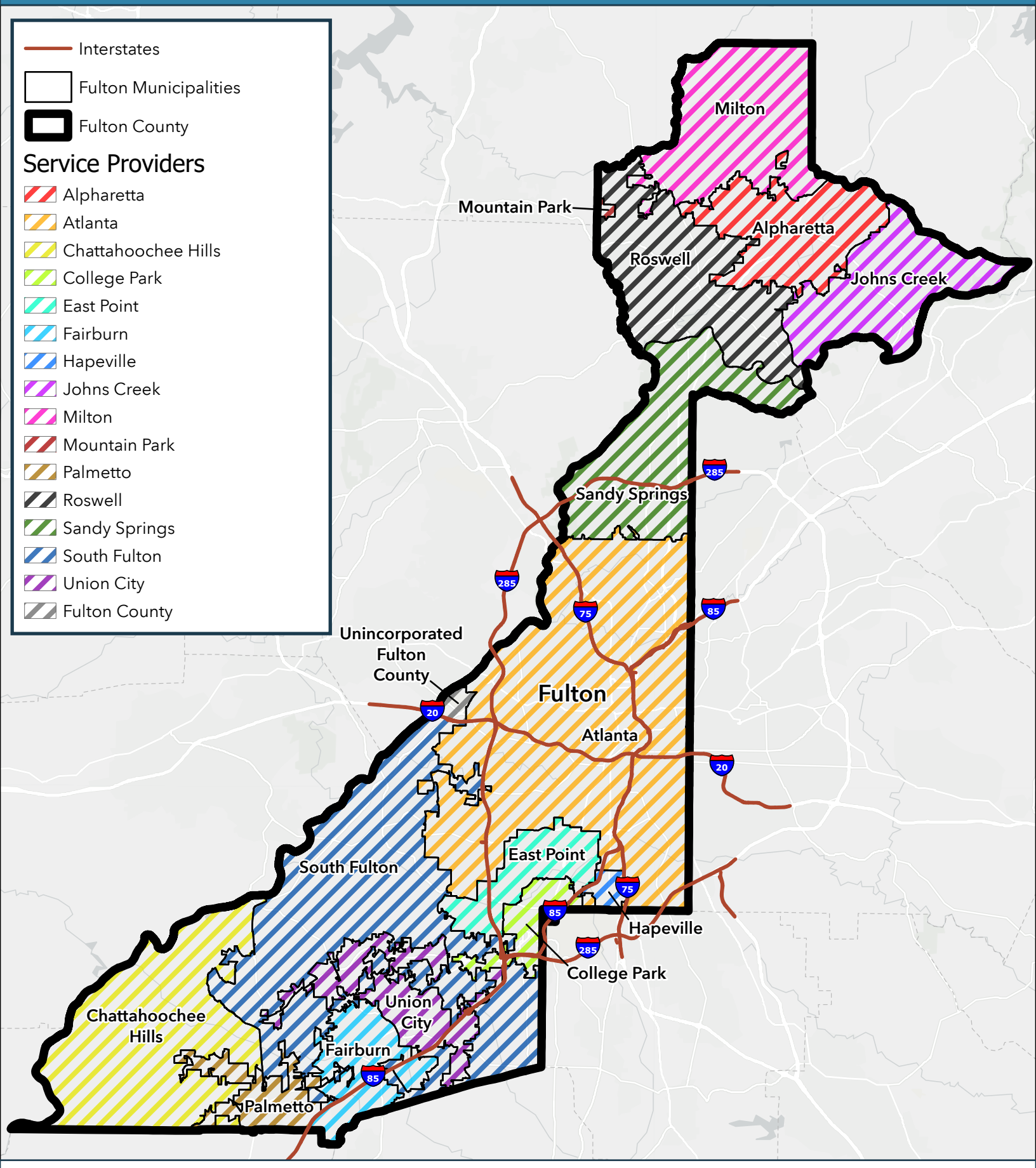
Not Applicable

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

Fulton County - SDS 2026 Environmental Regulation Service Map



FULTON COUNTY

GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, we recommend reporting this to the Department of Community Affairs.

COUNTY: FULTON COUNTY	**Service: Finance/Budget Management**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):**Type Name of the single Government, Authority or Organization Here**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of the single Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Fulton County, Alpharetta, Atlanta, Chattahoochee Hills, South Fulton, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, Union City**

e.) ☐ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.



SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County, Alpharetta, Atlanta	General Funds, Grants, Fees
Chattahoochee Hills, South Fulton	General Funds, Grants, Fees
College Park, East Point, Fairburn	General Funds, Grants, Fees
Hapeville, Johns Creek, Milton	General Funds, Grants, Fees
Mountain Park, Palmetto, Roswell	General Funds, Grants, Fees
Sandy Springs, Union City	General Funds, Grants, Fees

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

Added more cities since the last SDS submission

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Name Agreement Here	List Contracting Parties Here	Effective - End
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Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

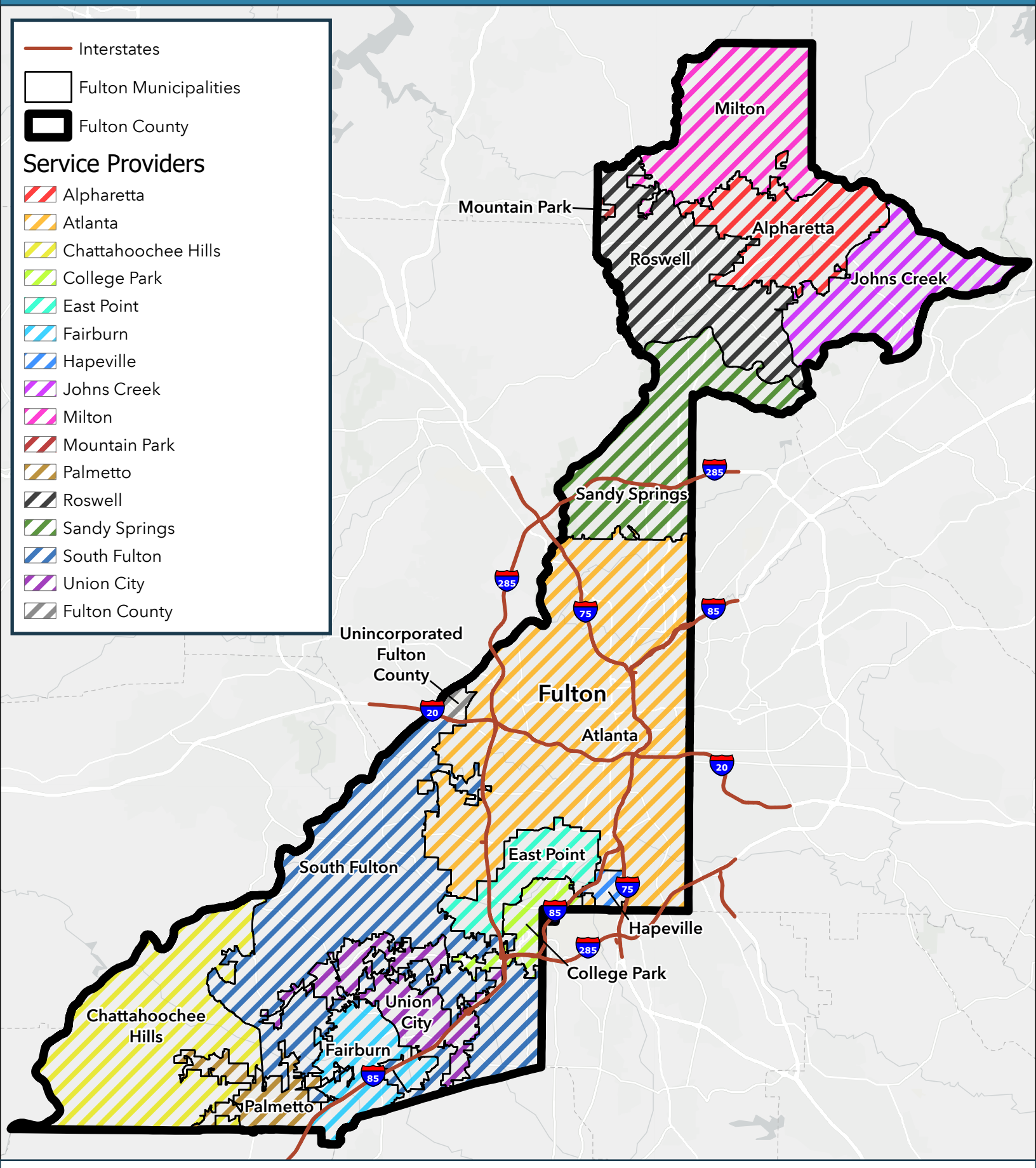
Not applicable

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

Fulton County - SDS 2026 Finance/Budget Management Service Map



GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, we recommend reporting this to the Department of Community Affairs.

COUNTY: FULTON COUNTY	**Service: Fire and Emergency Services**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):**Type Name of the single Government, Authority or Organization Here**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of the single Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Fulton County, Alpharetta, Atlanta, Chattahoochee Hills, South Fulton, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, Union City**

e.) ☐ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.



SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County, Alpharetta, Atlanta	General Funds, Grants, Fees, Special Services District for Fulton County
Chattahoochee Hills, South Fulton	General Funds, Grants, Fees
College Park, East Point, Fairburn	General Funds, Grants, Fees
Hapeville, Johns Creek, Milton	General Funds, Grants, Fees
Mountain Park, Palmetto, Roswell	General Funds, Grants, Fees
Sandy Springs, Union City	General Funds, Grants, Fees

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

Added more cities since the last SDS submission. The City of South Fulton is providing the fire services for the unincorporated areas of the County.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Unicorporated Fulton IGA	Fulton County and South Fulton	01/01/2026 - 12/31/2030
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

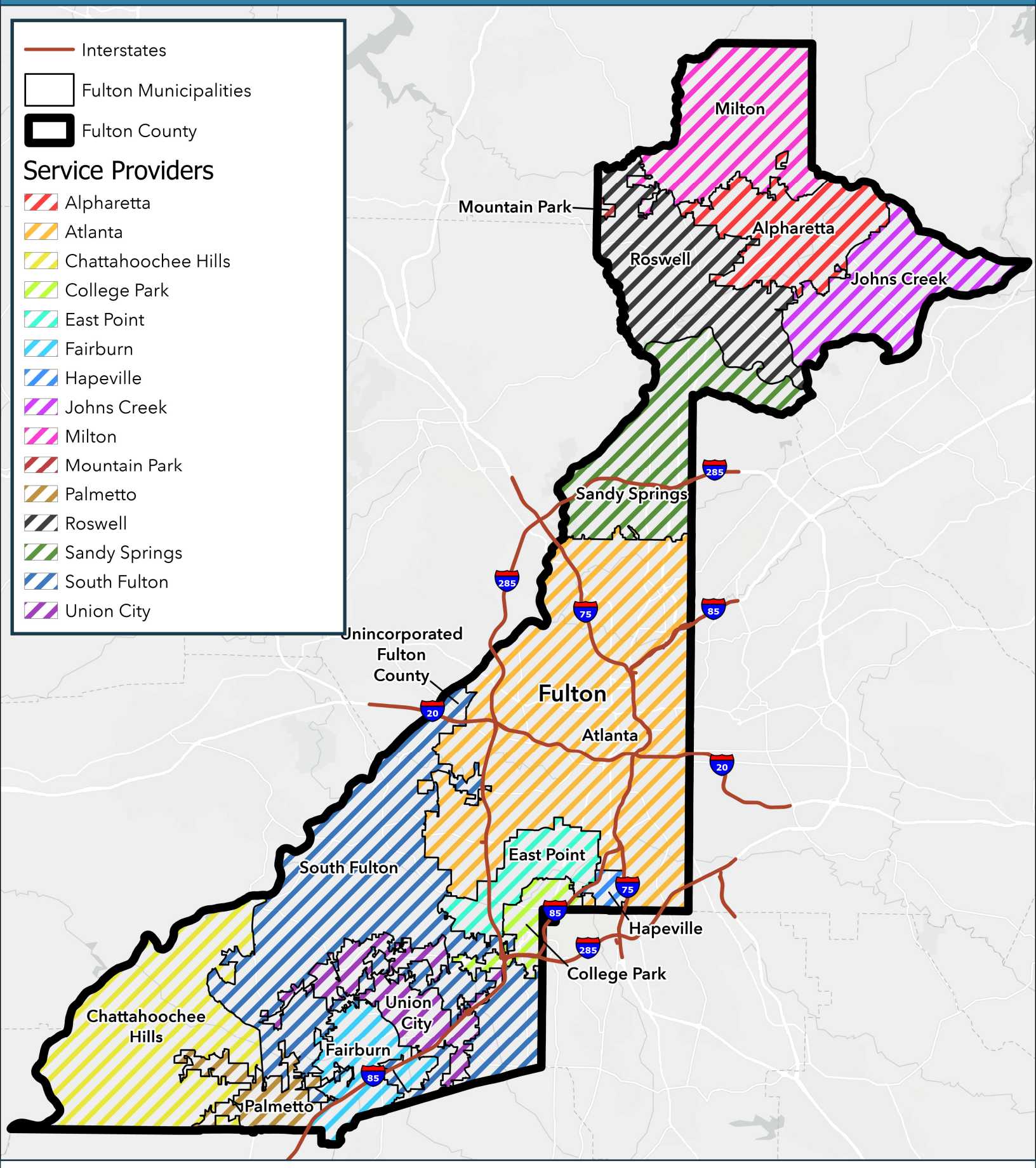
South Fulton has signed agreements with Fulton County to the unicorporated areas and airport in Fulton County, along with a mutual aide agreement.

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

Fulton County - SDS 2026 Fire and Emergency Services Map



GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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COUNTY: FULTON COUNTY	**Service: Garbage Collection**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):**Type Name of the single Government, Authority or Organization Here**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of the single Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Fulton County, Alpharetta, Atlanta, Chattahoochee Hills, South Fulton, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, Union City**

e.) ☐ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.



SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County, Alpharetta, Atlanta	Enterprise, Grants, and Fee Based
Chattahoochee Hills, South Fulton	Enterprise, Grants, and Fee Based
College Park, East Point, Fairburn	Enterprise, Grants, and Fee Based
Hapeville, Johns Creek, Milton	Enterprise, Grants, and Fee Based
Mountain Park, Palmetto, Roswell	Enterprise, Grants, and Fee Based
Sandy Springs, Union City	Enterprise, Grants, and Fee Based

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

Added more cities since the last SDS submission

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

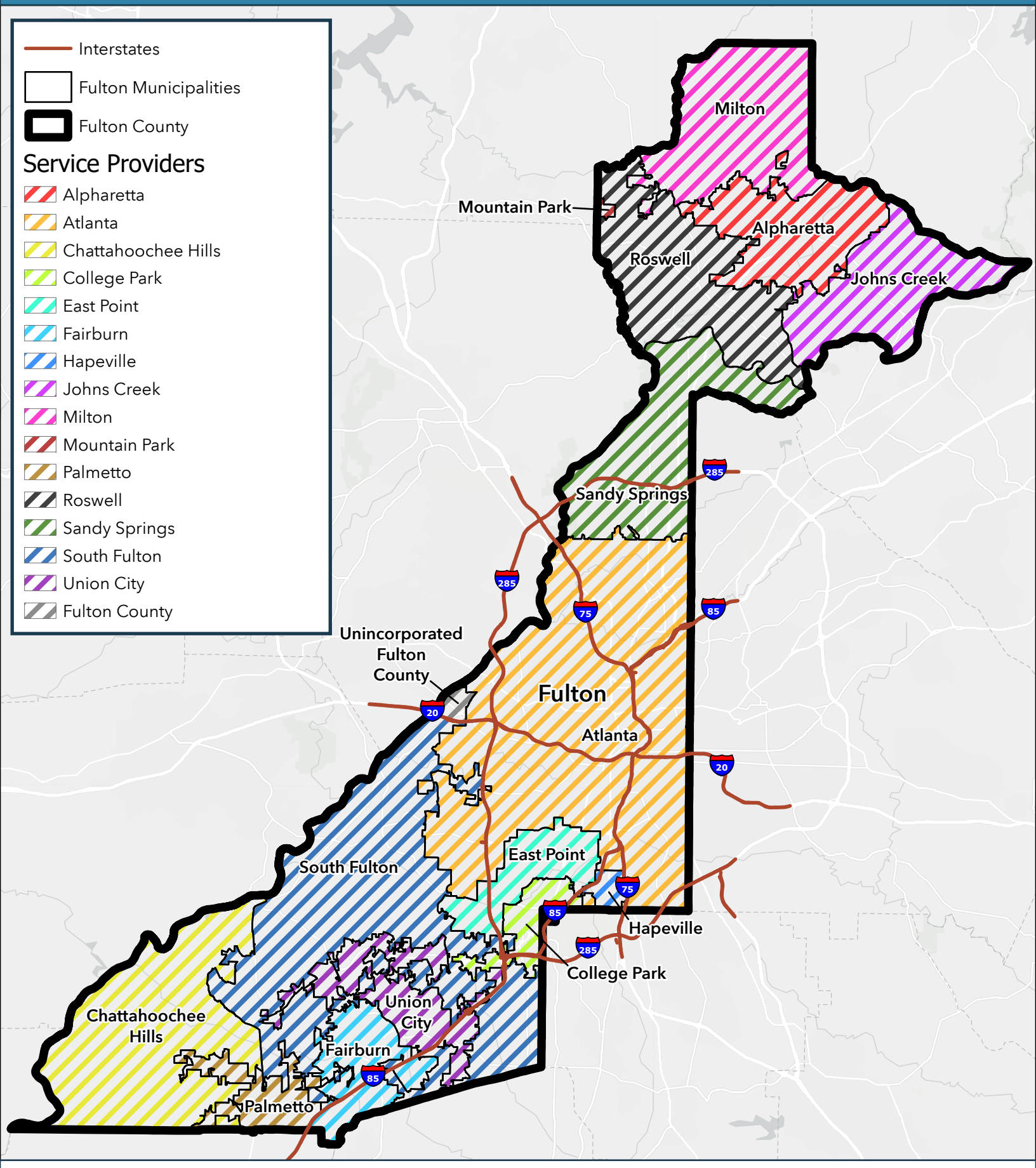
Not Applicable

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

Fulton County - SDS 2026 Garbage Collection Service Map



GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, we recommend reporting this to the Department of Community Affairs.

COUNTY: FULTON COUNTY	**Service: General Government Administration**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):**Type Name of the single Government, Authority or Organization Here**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of the single Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Fulton County, Alpharetta, Atlanta, Chattahoochee Hills, South Fulton, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, Union City**

e.) ☐ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.



SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County, Alpharetta, Atlanta	General Funds, Grants, Fees
Chattahoochee Hills, South Fulton	General Funds, Grants, Fees
College Park, East Point, Fairburn	General Funds, Grants, Fees
Hapeville, Johns Creek, Milton	General Funds, Grants, Fees
Mountain Park, Palmetto, Roswell	General Funds, Grants, Fees
Sandy Springs, Union City	General Funds, Grants, Fees

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

Added more cities since the last SDS submission

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

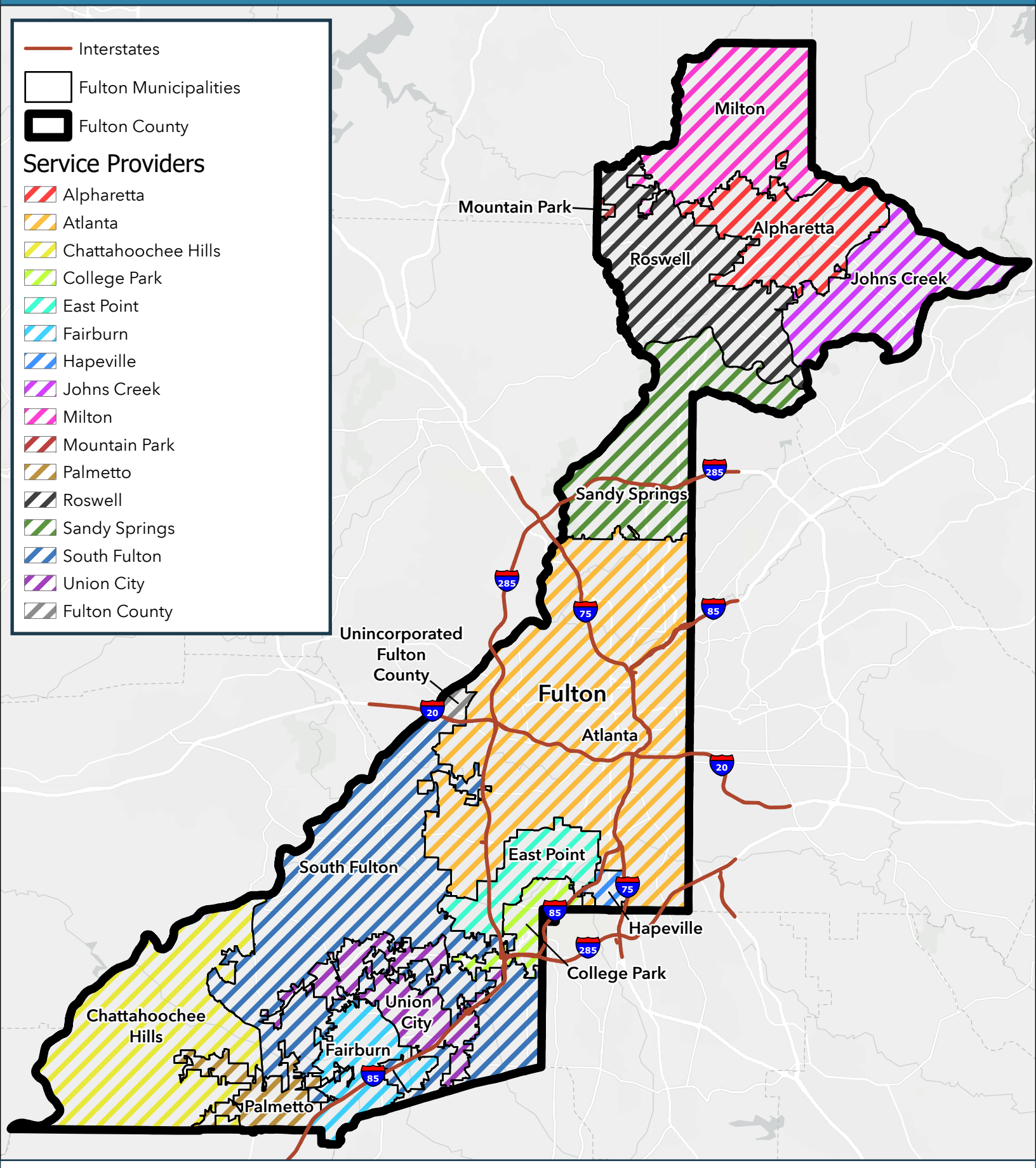
Not Applicable

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

Fulton County - SDS 2026 General Government Administration Service Map



GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, we recommend reporting this to the Department of Community Affairs.

COUNTY: FULTON COUNTY	**Service: Homelessness**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):**Type Name of the single Government, Authority or Organization Here**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of the single Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

e.) ☒ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **The City of Atlanta will provide homeless services within its jurisdictional boundaries, and the other jurisdictions within the County will be served by Fulton County.**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County	Grant and General Funds
Atlanta	Grant and General Funds

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

Provide Details Here

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Supportive Services Agreement	Fulton County and City of Atlanta	01/01/2024 - 12/31/2030
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

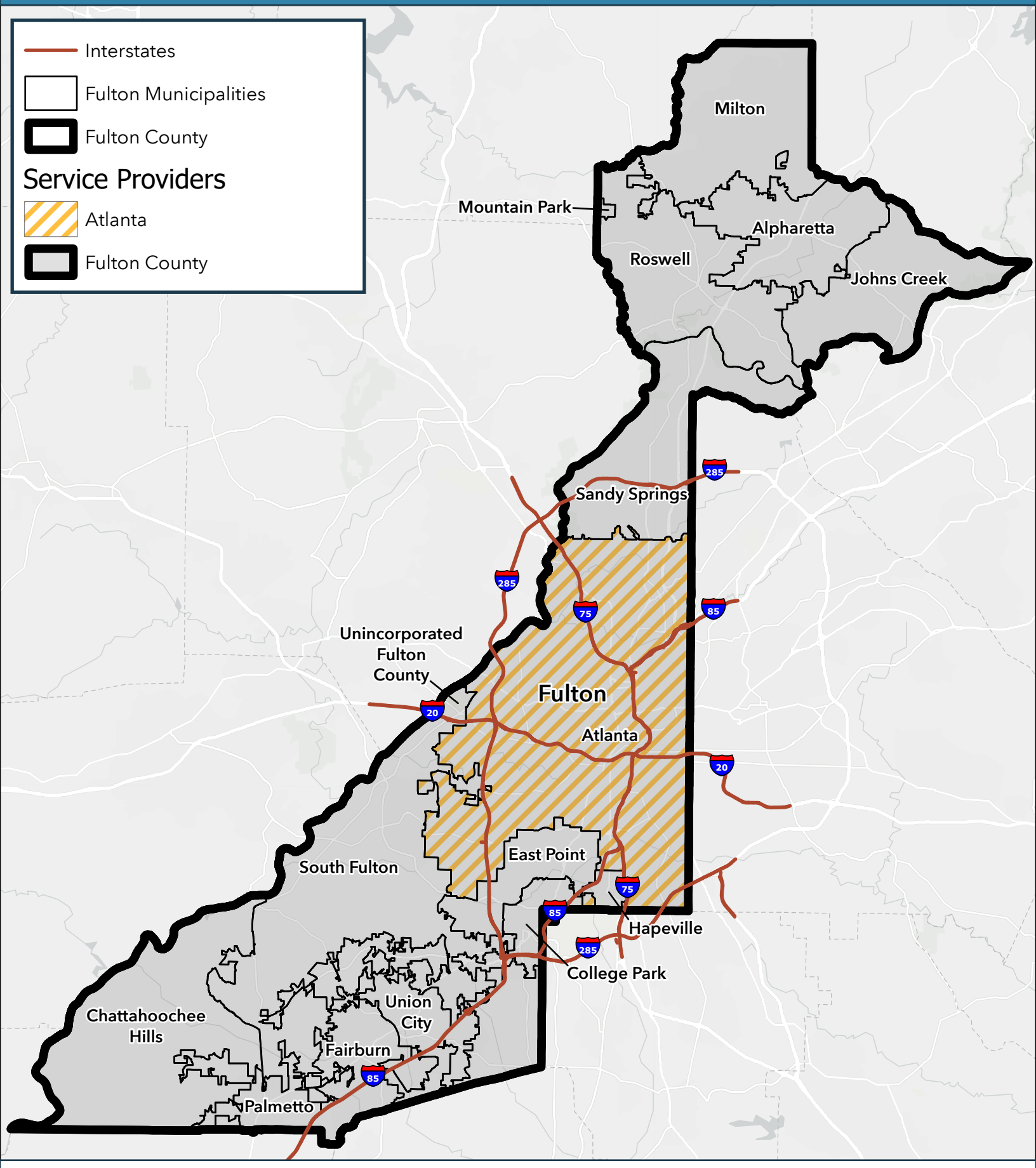
Fulton County and Atlanta have an agreement that Fulton County will provide supportive services to a specific number of homeless individuals or families that are identifed as homeless.

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

Fulton County - SDS 2026 Homelessness Service Map



GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY: FULTON COUNTY	**Service: Housing/CDBG**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):**Type Name of the single Government, Authority or Organization Here**

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e.) ☒ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **The cities of Atlanta, Sandy Springs, South Fulton, Roswell, and Union City will provide services within their boundaries, and the remainder of the County will be served by Fulton County.**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County	Grant and General Funds
Atlanta	Grant and General Funds
Sandy Springs	Grant and General Funds
South Fulton	Grant and General Funds
Roswell	Grant and General Funds
Union City, Palmetto	Grant and General Funds

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

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Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
CDBG Coroprative Agreement	Fulton County and Alpharetta	01/01/24-12/31/26
CDBG Coroprative Agreement	Fulton County and Fairburn	01/01/24-12/31/26
CDBG Coroprative Agreement	Fulton County and Johns Creek	01/01/24-12/31/26
CDBG Coroprative Agreement	Fulton County and Hapeville	01/01/24-12/31/26
CDBG Coroprative Agreement	Fulton County and College Park	01/01/24-12/31/26
CDBG Coroprative Agreement	Fulton County and Chattahoochee Hills	01/01/24-12/31/26

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

This is based on the jurisdictions that directly receive CDBG Funds from HUD.

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

SUPPLEMENTAL PAGE TO FORM 2 – Housing-CDBG

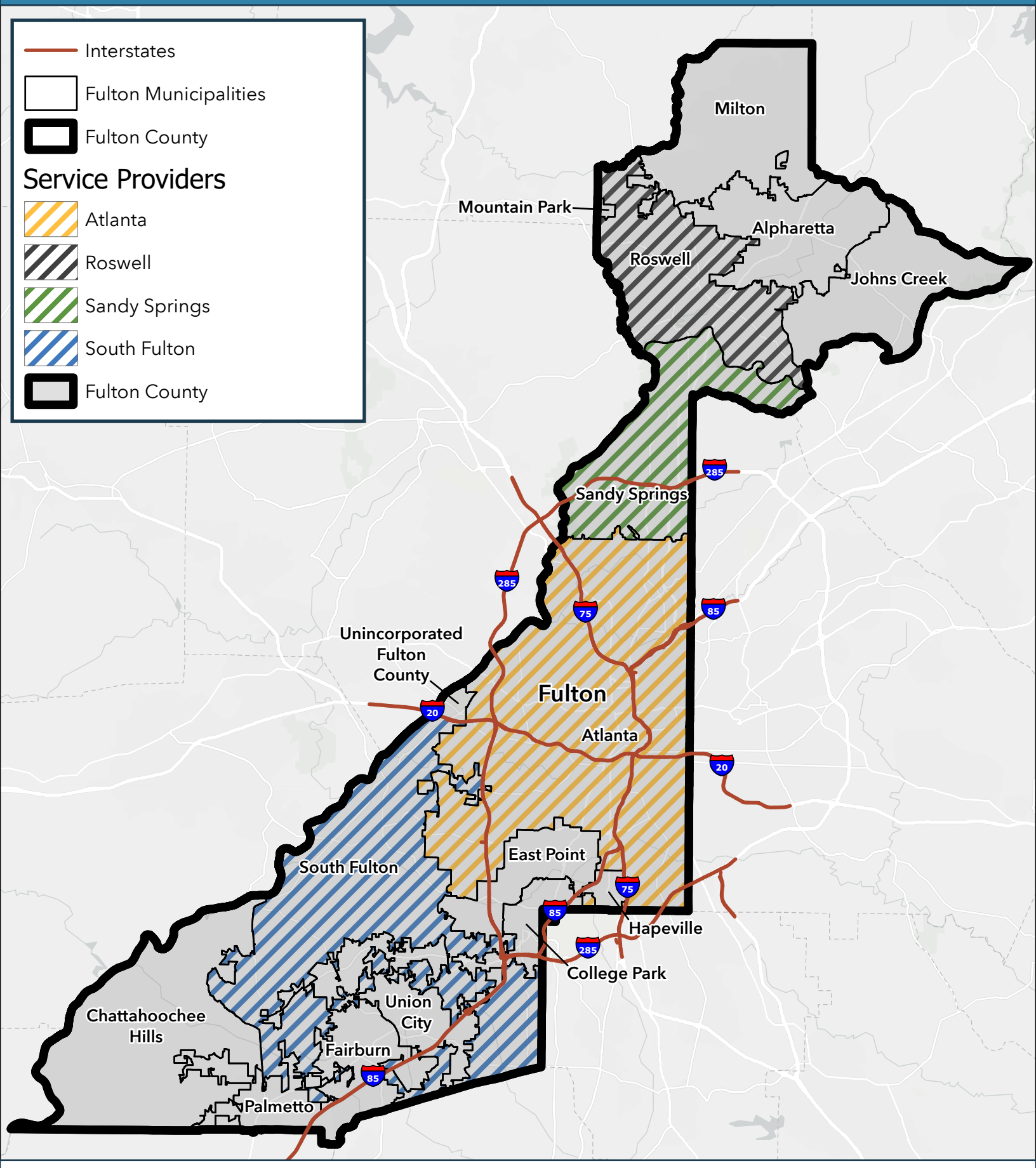
Local Government or Authority Continued:

Local Government or Authority	Funding Method
Hapeville	User Fees, Enterprise Funds, Grants
Palmetto	User Fees, Enterprise Funds, Grants
Union City	User Fees, Enterprise Funds, Grants
Mountain Park	User Fees, Enterprise Funds, Grants

Agreements Continued:

Agreement Name	Contracting Parties	Effective and Ending Dates
CDBG Coroprative Agreement	Fulton County and Palmetto	01/01/24-12/31/26
CDBG Coroprative Agreement	Fulton County and Union City	01/01/24-12/31/26
CDBG Coroprative Agreement	Fulton County and East Point	01/01/24-12/31/26
CDBG Coroprative Agreement	Fulton County and Mountain Park	01/01/24-12/31/26

Fulton County - SDS 2026 Housing Service Map



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Department of Community Development

FULTON COUNTY

137 Peachtree Street, S.W
Suite 30
Atlanta, Georgia 3030
Phone: (404) 613-794
Fax: (404) 612-070
Georgia Relay Number 71

U.S. Department of Housing and Urban Development

CDBG Program Urban County Qualification

COOPERATION AGREEMENT

FOR

Fulton County, Georgia

and

The City of Alpharetta

Program Years

January 1, 2024 – December 31, 2026

AUTHORITY: HUD - NOTICE CPD-19-04

EQUAL HOUSING OPPORTUNITY

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TABLE OF CONTENTS

Section 1: Urban County Qualification Requirements 3
Section 2: CDBG Program 3
Section 3: Duration of Agreement 5
Section 4: Federal Grant Restrictions 5
Section 5: Compliance 6
Section 6: CDBG Eligible Project Approval.....7
Section 7: Program Income 7
Section 8: Authorizations 8
Section 9: Agreement Execution 9
Section 10: City Clerk Certification 10
Section 11: Legal Opinion 11

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EQUAL HOUSING OPPORTUNITY

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Georgia Relay Number 71

FULTON COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

COOPERATION AGREEMENT

[AUTHORITY: CPD NOTICE 19-04; MARCH 2019]
Program Year 2024 - 2026

This Cooperation Agreement made this 6 day of September, 2023 by Fulton County, a political subdivision of the State of Georgia (hereinafter referred to as the "County") and the **City of Alpharetta**, a municipal corporation located in Fulton County (hereinafter referred to as the "City").

Section 1: Urban County Qualification Requirements

The United States Department of Housing and Urban Development (hereinafter referred to as "HUD") has determined that the County is eligible, as an "Urban County", to receive Entitlement Community Development Block Grant (CDBG) funds under Title I of the Housing and Community Development Act of 1974, as amended, to address certain needs of predominantly low and moderate income persons with CDBG funds, and any program income derived from the expenditure of CDBG funds to be made available during the period beginning with Program Year [hereinafter referred to as PY] 2024 and continuing in place and in full effect until such time in the future as the City shall elect to exclude itself, in accordance with HUD instructions and schedules. The County agrees to provide written notice to the City of its rights of future exclusion from the County CDBG Program for each successive three year qualification period, in compliance with HUD-required notification dates. HUD permits Urban Counties and their participating municipalities to execute Cooperation Agreements which are to be automatically renewed at the end of each three-year qualification period, unless changes in the Agreement are required by HUD that would necessitate the execution of a new Agreement and/or unless the participating municipality elects to be excluded from the Agreement at the beginning of each three year cycle. The County and the City agree, herein, to execute this automatically renewing Cooperation Agreement, with these special stipulations, and as further described in this Agreement, beginning with PY 2024.

Section 2: CDBG Program

The funds received under this Agreement will be used to improve the quality of housing, public facilities, certain public service capital needs, and to create and/or retain jobs, predominantly for low and moderate income persons. These funds will benefit low and moderate income citizens of the County's incorporated municipalities, if the needs of such persons in these municipalities are included in the Fulton County CDBG Program.

EQUAL HOUSING OPPORTUNITY

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FULTON COUNTY
Department of Community Development
137 Peachtree Street, S.W
Suite 30
Atlanta, Georgia 3030
Phone: (404) 613-794
Fax: (404) 612-070
Georgia Relay Number 71

By executing the CDBG Cooperation Agreement, the city understands that it:

1. May not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the urban county's CDBG program; and

2. May receive a formula allocation under the HOME Program only through the urban county. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments. (Note: This does not preclude the urban county or a unit of government participating with the urban county from applying to the State for HOME funds; and

3. May receive a formula allocation under the ESG Program only through the urban county. (Note: This does not preclude the urban county or a unit of government participating with the urban county from applying to the State for ESG funds.

Participation in this Agreement covers participation in the Community Development Block Grant [CDBG] program per HUD requirements. The County invites the participation of the incorporated municipalities located in Fulton County in the Community Development Block Grant Program, upon the respective municipalities dedicating their population counts in support of the County formula allocation of funds and the County agrees to carry out the objectives of the Housing and Community Development Act, as amended, throughout the unincorporated areas of the County and in the City.

The County agrees to allocate to the City each Program Year a CDBG "fair share" dollar amount based on the City's percentage of the County's total population, according to the 2020 or later Census, or any Bureau of Census population statistics, if approved by HUD. The City may also receive additional CDBG funds, if awarded by the Fulton County Board of Commissioners. During each Program Year, the City agrees to make priority decisions and to submit a list of eligible CDBG activities to the County. The CDBG activities shall be submitted to the County in accordance with the County's schedule for the preparation of the Consolidated Plan(s), which must be approved by HUD. The list of CDBG activities will be accepted by the County, as recommended by the City, except for activities which are ineligible under the federal program regulations. The County and the City acknowledge that neither party shall obstruct the implementation of the HUD approved Consolidated Plan(s) during the period covered by this Agreement. The County and City jointly agree to work cooperatively each program year to establish a schedule of implementation, which is responsive to the City's needs, while complying with all federal requirements. The County agrees to submit to the City, for review and comment, any plans which would affect the City, which will involve the use of CDBG funds for implementation.

Section 3: Duration of Agreement

This Agreement remains in effect until CDBG funds have been received from HUD and have been expended by the City and the County. Neither the County nor the City can terminate or withdraw from the Cooperation Agreement while it remains in effect.

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FULTON COUNTY
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Georgia Relay Number 71

The City pledges its willingness to undertake or assist in the undertaking of eligible CDBG activities funded by the Fulton County CDBG Program. The City understands that it remains a part of the County CDBG Program beginning with PY 2024 and shall remain a member until such time, at the end of any HUD-designated three-year period, as the County provides to the City written notice, in accordance with the HUD-established instructions and schedule, and the City elects not to participate in a new qualification period. The failure of either party to adopt an amendment to the Agreement incorporating all changes necessary to meet the requirements for Cooperation Agreements set forth by HUD for a subsequent three year Urban County qualification period and to submit the amendment(s) to HUD, as required by HUD, will void the automatic renewal of such qualification period. The County will notify the City, by HUD prescribed dates, for the next and all subsequent three year qualification periods, of the City's rights to remain a party to the Agreement or elect to choose exclusion from the County CDBG Program.

It is hereby agreed to by the parties signed hereto that neither party shall terminate this Cooperation Agreement after the date first written prior to the end of any three year qualifying period. The City may choose to exclude itself from the County CDBG Program only at the beginning of each three year qualifying period, unless the City has exercised its option to exclude itself from the County CDBG Program established under the terms of the Housing and Community Development Act of 1974, as amended. The only other options for termination of this Agreement are the cancellation by HUD of its obligation to the County under the aforementioned Act, or if the County fails to quality as an Urban County, or if the County does not receive a CDBG grant in any year of the three year period previously identified. It is also agreed by the parties signed hereto that this Agreement shall remain valid until such time as:

a. HUD requires changes in the Agreement; or

b. The City shall choose to exclude itself from the County CDBG Program; or

c. The County shall no longer qualify to receive CDBG funds.

Section 4: Federal Grant Restrictions

The City understands that it may not apply for grants under the Small Cities or Department of Community Affairs [DCA] State CDBG Program from appropriations for fiscal years during the period in which it is participating in the County's CDBG Program. The City understands that it may not participate in a Consortium except through the County, regardless of whether the County receives a formula allocation.

The County agrees to actively request the City's involvement in the Community Development Block Grant Program and the County agrees to accept the City's interest in undertaking eligible CDBG activities. The City and the County agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing within the municipal limits of said City.

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Phone: (404) 613-794
Fax: (404) 612-070
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Section 5: Compliance

The County and the City agree to "cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities."

The City acknowledges that it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations. The City acknowledges that it has adopted and is enforcing a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location, which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

The County and the City will take all actions necessary to ensure compliance with the County's certification under Section 104 (b) of Title I of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The City and the County also have an obligation to comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, and all other applicable laws.

The County acknowledges that it is prohibited from funding activities in or in support of any cooperating city that does not affirmatively further fair housing within its own jurisdiction or that impede the County's actions to comply with its fair housing certification. If the City undertakes any activities with Community Development Block Grant funds, the City will take all required actions to comply with the provisions of Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, and other applicable laws.

The City agrees to affirmatively further fair housing within its jurisdiction and to assist the County in the implementation of its HUD approved Consolidated Plan covering the County and the City throughout the effective term of this Agreement.

The City has affirmed that it has adopted and is enforcing:

a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and;

b. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions."

The city understands that it may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

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Section 6: CDBG Eligible Project Approval

The County will have the responsibility for approving projects as eligible for funding, after their selection by the Mayor and Council of the City. The County will also have the responsibility for preparing the Consolidated Plan and for other documents and reports to be submitted to HUD. The City will provide the necessary documentation, with technical assistance from the County, for projects funded with CDBG funds. Pursuant to the requirements of 24 CFR 570.501(b), the City agrees that it will enter into a CDBG Subrecipient Agreement [as do all Subrecipients, as set forth in 24 CFR 570.503] for each of the years during which the City remains as a participating municipality in the County CDBG Program for the use of such funds as are approved by the County for the City for each of the respective years.

Section 7: Program Income

If the City generates any program income as a result of the expenditure of CDBG funds, the provisions of 24 CFR 570.504(c), as well as the following specific stipulations, shall apply:

a. The City acknowledges that it must notify the County of any program income generated through the expenditure of CDBG funds during the calendar month that such program income is generated.

b. The City acknowledges that any such program income must be expended by the City or paid to the County at the end of the month in which the program income is generated.

c. The City further acknowledges that the County has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the generation of any such program income. The responsibility for appropriate recordkeeping by the City and reporting to the County by the City on the generation of such program income is hereby acknowledged by the City. The County agrees, herein, to provide technical assistance to the City in establishing an appropriate and proper recordkeeping and reporting system, as required by HUD.

d. In the event of close-out or change in status of the City, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 30 calendar days following the official date of the close-out or change in status. The County agrees to notify the City, in writing, should close-out or change in status of the City occur as a result of changes in CDBG Program statutes, regulations and/or instructions.

The following standards shall apply to real property (within the control of the City) acquired or improved, in whole or in part, using CDBG funds. The standards are:

a. The City shall inform the County in writing at least thirty (30) calendar days prior to any modification or change in the use of the real property from that planned at the time of acquisition or improvements, including disposition;

b. The City shall reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds) of property acquired or improved with CDBG funds that is sold or transferred for a use which does not qualify under the CDBG regulations. Said

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reimbursement shall be provided to the County at the time of sale or transfer of the property referenced, herein.

c. Any program income generated from the disposition or transfer of property prior to or subsequent to the close-out, change of status or termination of the Cooperation Agreement between the County and the City shall be repaid to the County at the time of disposition or transfer of the property.

Section 8: Authorizations

The Mayor of the **City of Alpharetta** is hereby authorized to execute any and all documents necessary as a condition for the City's participation under the terms of the aforementioned Housing and Community Development Act of 1974, as amended.

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EQUAL HOUSING OPPORTUNITY

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Section 9: Agreement Execution

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures on the dates specified below:

For The City of Alpharetta

Jim Gilvin, Mayor of The City of Alpharetta

Jim Gilvin, Mayor
Typed or printed name and title

June 26, 2023
Date of Signature

Attest: LaurenShapiro
Signature

LaurenShapiro, City Clerk
Attestor Typed or printed name and title

June 26, 2023
Date of Signature

DocuSigned by:
Pamela Roshell
800BACEC8AB1407...
Pamela Roshell, PhD, Chief Operating Officer

09/14/2023
Date of Signature

For Fulton County:

DocuSigned by:
Robert L. Pitts
14E1B4AA5F6A44A...
Robb L. Pitts, Chairman
Fulton County Board of Commissioners

09/15/2023
Date of Signature

Attest: DocuSigned by: Tonya Grier
EEC476C4837648D...
County Clerk

Tonya Grier, Clerk to the Commission
Attestor Type or printed name and title

09/15/2023
Date of Signature

[IMPRINT SEAL]

DocuSigned by:
Stanley Wilson
5E4D76DFB4A0450...
Stanley Wilson, Director, Community Development

09/13/2023
Date of Signature

The City of Alpharetta Resolution Item Number: 2188

City Council Approval Meeting Date: June 26, 2023

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Section 10: City Clerk Certification

Name of City: The City of Alpharetta.

This is to certify that the authority to execute the attached Cooperation Agreement with the Fulton County Board of Commissioners for participation in the Fulton County Community Development Block Grant Program, for Urban County qualification beginning with PY 2024, and continuing until such time for future Urban County qualification periods as the City might choose to exclude itself from the Fulton County Government Community Development Block Grant Program, was approved and adopted in the regular meeting of the City Council held on:

This is to further certify that the attached is a true and correct copy of said "Cooperation Agreement," as approved at the City Council meeting held on the date written above.

Lauren Shapiro
Signature of City Clerk

Lauren Shapiro
Print Name of City Clerk

June 26, 2023
Date

Kiersten VanHorn
Attest: Signature

Kiersten VanHorn
Print Name of Attestor

June 26, 2023
Date of Signature

EQUAL HOUSING OPPORTUNITY

IMPACT • SERVICE • EFFICIENCY Fulton County 1 in 3 ENGAGED PEOPLE

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Section 11: Legal Opinion

For The City of Alpharetta.

LEGAL OPINION OF THE CITY ATTORNEY:

I do hereby certify that the terms and provisions of the Fulton County Urban Cooperation Agreement are fully authorized under State and local law, and the Agreement provides full legal authority for the Urban County to undertake or assist in undertaking activities for the Community Development Block Grant Program.

Approved: Molly Esswein **City Attorney**

Molly Esswein **Name of City Attorney [Typed or Printed]**

6/26/23 Date of Approval

For Fulton County

LEGAL OPINION OF THE COUNTY ATTORNEY:

I do hereby certify that the terms and provisions of the Fulton County Urban Cooperation Agreement are fully authorized under State and local law, and the Agreement provides full legal authority for the Urban County to undertake or assist in undertaking activities for the Community Development Block Grant Program.

Approved: DocuSigned by: David Lowman 0EC92EDADEFB4B8... Office of The **Fulton County Attorney**

09/15/2023 Date of Approval

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FULTON COUNTY
Department of Community Development

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U.S. Department of Housing and Urban Development

CDBG Program Urban County Qualification

COOPERATION AGREEMENT

FOR

Fulton County, Georgia

and

The City of College Park

Program Years

January 1, 2024 – December 31, 2026

AUTHORITY: HUD - NOTICE CPD-19-04

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TABLE OF CONTENTS

Section 1: Urban County Qualification Requirements 3
Section 2: CDBG Program 3
Section 3: Duration of Agreement 5
Section 4: Federal Grant Restrictions 5
Section 5: Compliance 6
Section 6: CDBG Eligible Project Approval 7
Section 7: Program Income 7
Section 8: Authorizations 8
Section 9: Agreement Execution 9
Section 10: City Clerk Certification 10
Section 11: Legal Opinion 11

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FULTON COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

COOPERATION AGREEMENT

[AUTHORITY: CPD NOTICE 19-04; MARCH 2019]
Program Year 2024 - 2026

This Cooperation Agreement made this 20 day of June, 2023 by Fulton County, a political subdivision of the State of Georgia (hereinafter referred to as the "County") and the **City of College Park**, a municipal corporation located in Fulton County (hereinafter referred to as the "City").

Section 1: Urban County Qualification Requirements

The United States Department of Housing and Urban Development (hereinafter referred to as "HUD") has determined that the County is eligible, as an "Urban County", to receive Entitlement Community Development Block Grant (CDBG) funds under Title I of the Housing and Community Development Act of 1974, as amended, to address certain needs of predominantly low and moderate income persons with CDBG funds, and any program income derived from the expenditure of CDBG funds to be made available during the period beginning with Program Year [hereinafter referred to as PY] 2024 and continuing in place and in full effect until such time in the future as the City shall elect to exclude itself, in accordance with HUD instructions and schedules. The County agrees to provide written notice to the City of its rights of future exclusion from the County CDBG Program for each successive three year qualification period, in compliance with HUD-required notification dates. HUD permits Urban Counties and their participating municipalities to execute Cooperation Agreements which are to be automatically renewed at the end of each three-year qualification period, unless changes in the Agreement are required by HUD that would necessitate the execution of a new Agreement and/or unless the participating municipality elects to be excluded from the Agreement at the beginning of each three year cycle. The County and the City agree, herein, to execute this automatically renewing Cooperation Agreement, with these special stipulations, and as further described in this Agreement, beginning with PY 2024.

Section 2: CDBG Program

The funds received under this Agreement will be used to improve the quality of housing, public facilities, certain public service capital needs, and to create and/or retain jobs, predominantly for low and moderate income persons. These funds will benefit low and moderate income citizens of the County's incorporated municipalities, if the needs of such persons in these municipalities are included in the Fulton County CDBG Program.

By executing the CDBG Cooperation Agreement, the city understands that it:

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1. May not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the urban county's CDBG program; and

2. May receive a formula allocation under the HOME Program only through the urban county. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments. (Note: This does not preclude the urban county or a unit of government participating with the urban county from applying to the State for HOME funds; and

3. May receive a formula allocation under the ESG Program only through the urban county. (Note: This does not preclude the urban county or a unit of government participating with the urban county from applying to the State for ESG funds.

Participation in this Agreement covers participation in the Community Development Block Grant [CDBG] program per HUD requirements. The County invites the participation of the incorporated municipalities located in Fulton County in the Community Development Block Grant Program, upon the respective municipalities dedicating their population counts in support of the County formula allocation of funds and the County agrees to carry out the objectives of the Housing and Community Development Act, as amended, throughout the unincorporated areas of the County and in the City.

The County agrees to allocate to the City each Program Year a CDBG "fair share" dollar amount based on the City's percentage of the County's total population, according to the 2020 or later Census, or any Bureau of Census population statistics, if approved by HUD. The City may also receive additional CDBG funds, if awarded by the Fulton County Board of Commissioners. During each Program Year, the City agrees to make priority decisions and to submit a list of eligible CDBG activities to the County. The CDBG activities shall be submitted to the County in accordance with the County's schedule for the preparation of the Consolidated Plan(s), which must be approved by HUD. The list of CDBG activities will be accepted by the County, as recommended by the City, except for activities which are ineligible under the federal program regulations. The County and the City acknowledge that neither party shall obstruct the implementation of the HUD approved Consolidated Plan(s) during the period covered by this Agreement. The County and City jointly agree to work cooperatively each program year to establish a schedule of implementation, which is responsive to the City's needs, while complying with all federal requirements. The County agrees to submit to the City, for review and comment, any plans which would affect the City, which will involve the use of CDBG funds for implementation.

Section 3: Duration of Agreement

This Agreement remains in effect until CDBG funds have been received from HUD and have been expended by the City and the County. Neither the County nor the City can terminate or withdraw from the Cooperation Agreement while it remains in effect.

The City pledges its willingness to undertake or assist in the undertaking of eligible CDBG activities funded by the Fulton County CDBG Program. The City understands that it remains a part of the County CDBG Program beginning with PY 2024 and shall remain a member until such time, at the end of any HUD-

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designated three-year period, as the County provides to the City written notice, in accordance with the HUD-established instructions and schedule, and the City elects not to participate in a new qualification period. The failure of either party to adopt an amendment to the Agreement incorporating all changes necessary to meet the requirements for Cooperation Agreements set forth by HUD for a subsequent three year Urban County qualification period and to submit the amendment(s) to HUD, as required by HUD, will void the automatic renewal of such qualification period. The County will notify the City, by HUD prescribed dates, for the next and all subsequent three year qualification periods, of the City's rights to remain a party to the Agreement or elect to choose exclusion from the County CDBG Program.

It is hereby agreed to by the parties signed hereto that neither party shall terminate this Cooperation Agreement after the date first written prior to the end of any three year qualifying period. The City may choose to exclude itself from the County CDBG Program only at the beginning of each three year qualifying period, unless the City has exercised its option to exclude itself from the County CDBG Program established under the terms of the Housing and Community Development Act of 1974, as amended. The only other options for termination of this Agreement are the cancellation by HUD of its obligation to the County under the aforementioned Act, or if the County fails to quality as an Urban County, or if the County does not receive a CDBG grant in any year of the three year period previously identified. It is also agreed by the parties signed hereto that this Agreement shall remain valid until such time as:

a. HUD requires changes in the Agreement; or

b. The City shall choose to exclude itself from the County CDBG Program; or

c. The County shall no longer qualify to receive CDBG funds.

Section 4: Federal Grant Restrictions

The City understands that it may not apply for grants under the Small Cities or Department of Community Affairs [DCA] State CDBG Program from appropriations for fiscal years during the period in which it is participating in the County's CDBG Program. The City understands that it may not participate in a Consortium except through the County, regardless of whether the County receives a formula allocation.

The County agrees to actively request the City's involvement in the Community Development Block Grant Program and the County agrees to accept the City's interest in undertaking eligible CDBG activities. The City and the County agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing within the municipal limits of said City.

Section 5: Compliance

The County and the City agree to "cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities."

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The City acknowledges that it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations. The City acknowledges that it has adopted and is enforcing a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location, which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

The County and the City will take all actions necessary to ensure compliance with the County's certification under Section 104 (b) of Title I of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The City and the County also have an obligation to comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, and all other applicable laws.

The County acknowledges that it is prohibited from funding activities in or in support of any cooperating city that does not affirmatively further fair housing within its own jurisdiction or that impede the County's actions to comply with its fair housing certification. If the City undertakes any activities with Community Development Block Grant funds, the City will take all required actions to comply with the provisions of Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, and other applicable laws.

The City agrees to affirmatively further fair housing within its jurisdiction and to assist the County in the implementation of its HUD approved Consolidated Plan covering the County and the City throughout the effective term of this Agreement.

The City has affirmed that it has adopted and is enforcing:

a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and;

b. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions."

The city understands that it may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

Section 6: CDBG Eligible Project Approval

The County will have the responsibility for approving projects as eligible for funding, after their selection by the Mayor and Council of the City. The County will also have the responsibility for preparing the Consolidated Plan and for other documents and reports to be submitted to HUD. The City will provide the necessary documentation, with technical assistance from the County, for projects funded with CDBG

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funds. Pursuant to the requirements of 24 CFR 570.501(b), the City agrees that it will enter into a CDBG Subrecipient Agreement [as do all Subrecipients, as set forth in 24 CFR 570.503] for each of the years during which the City remains as a participating municipality in the County CDBG Program for the use of such funds as are approved by the County for the City for each of the respective years.

Section 7: Program Income

If the City generates any program income as a result of the expenditure of CDBG funds, the provisions of 24 CFR 570.504(c), as well as the following specific stipulations, shall apply:

a. The City acknowledges that it must notify the County of any program income generated through the expenditure of CDBG funds during the calendar month that such program income is generated.

b. The City acknowledges that any such program income must be expended by the City or paid to the County at the end of the month in which the program income is generated.

c. The City further acknowledges that the County has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the generation of any such program income. The responsibility for appropriate recordkeeping by the City and reporting to the County by the City on the generation of such program income is hereby acknowledged by the City. The County agrees, herein, to provide technical assistance to the City in establishing an appropriate and proper recordkeeping and reporting system, as required by HUD.

d. In the event of close-out or change in status of the City, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 30 calendar days following the official date of the close-out or change in status. The County agrees to notify the City, in writing, should close-out or change in status of the City occur as a result of changes in CDBG Program statutes, regulations and/or instructions.

The following standards shall apply to real property (within the control of the City) acquired or improved, in whole or in part, using CDBG funds. The standards are:

a. The City shall inform the County in writing at least thirty (30) calendar days prior to any modification or change in the use of the real property from that planned at the time of acquisition or improvements, including disposition;

b. The City shall reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds) of property acquired or improved with CDBG funds that is sold or transferred for a use which does not qualify under the CDBG regulations. Said reimbursement shall be provided to the County at the time of sale or transfer of the property referenced, herein.

c. Any program income generated from the disposition or transfer of property prior to or subsequent to the close-out, change of status or termination of the Cooperation Agreement between the County and the City shall be repaid to the County at the time of disposition or transfer of the property.

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Section 8: Authorizations

The Mayor of the **City of College Park** is hereby authorized to execute any and all documents necessary as a condition for the City's participation under the terms of the aforementioned Housing and Community Development Act of 1974, as amended.

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Section 9: Agreement Execution

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures on the dates specified below:

For The City of College Park

Bianca Motley Broom, Mayor of The City of College Park

Bianca Motley Broom, Mayor
Typed or printed name and title

6/20/2023
Date of Signature

Attest: Shavala Ames
Signature

Shavala Ames, City Clerk
Attestor Typed or printed name and title

6/20/2023
Date of Signature

DocuSigned by:
Pamela Roshell
800BACEC8AB1407...
Pamela Roshell, PhD, Chief Operating Officer

09/14/2023
Date of Signature

For Fulton County:

DocuSigned by:
Robert L. Pitts
14E1B4AA5F6A44A...
Robb L. Pitts, Chairman
Fulton County Board of Commissioners

09/14/2023
Date of Signature

DocuSigned by:
Tonya Grier
EEC476C4837648D...
Attest:
County Clerk

Tonya Grier, Clerk to the Commission
Attestor Type or printed name and title

09/14/2023
Date of Signature

[IMPRINT COUNTY SEAL]

DocuSigned by:
Stanley Wilson
5E4D76DFB4A0450...
Stanley Wilson, Director, Community Development

09/13/2023
Date of Signature

The City of College Park Resolution Item Number: 15

City Council Approval Meeting Date: 6/20/2023

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FULTON COUNTY

Department of Community Development

137 Peachtree Street, S.W.
Suite 300
Atlanta, Georgia 30303
Phone: (404) 613-7944
Fax: (404) 612-0708
Georgia Relay Number 711

Section 10: City Clerk Certification

Name of City: The City of College Park.

This is to certify that the authority to execute the attached Cooperation Agreement with the Fulton County Board of Commissioners for participation in the Fulton County Community Development Block Grant Program, for Urban County qualification beginning with PY 2024, and continuing until such time for future Urban County qualification periods as the City might choose to exclude itself from the Fulton County Government Community Development Block Grant Program, was approved and adopted in the regular meeting of the City Council held on:

This is to further certify that the attached is a true and correct copy of said "Cooperation Agreement," as approved at the City Council meeting held on the date written above.

Shavala Ames
Signature of City Clerk

Shavala Ames
Print Name of City Clerk

6/30/2023
Date

Michelle Johnson
Attest: Signature

Michelle Johnson
Print Name of Attestor

6/30/2023
Date of Signature

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Section 11: Legal Opinion

For The City of College Park.

LEGAL OPINION OF THE CITY ATTORNEY:

I do hereby certify that the terms and provisions of the Fulton County Urban Cooperation Agreement are fully authorized under State and local law, and the Agreement provides full legal authority for the Urban County to undertake or assist in undertaking activities for the Community Development Block Grant Program.

Approved _____ **City Attorney**

Winston A. Denmark **Name of City Attorney [Typed or Printed]**

July 3, 2023 Date of Approval

For Fulton County

LEGAL OPINION OF THE COUNTY ATTORNEY:

I do hereby certify that the terms and provisions of the Fulton County Urban Cooperation Agreement are fully authorized under State and local law, and the Agreement provides full legal authority for the Urban County to undertake or assist in undertaking activities for the Community Development Block Grant Program.

DocuSigned by:
Approved: David Lowman 0EC92EDADEFB4B8... **Office of The Fulton County Attorney**

09/14/2023
_____ Date of Approval

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RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Stephanie Gordon
SECONDER:	Myron Cook
AYES:	Robertson, Bailey, Cummings, Cook, Butler IV, Gordon, Rene'
ABSENT:	Deana Holiday Ingraham, Sharon Shropshire

11. Council Approval of FY 2024 - 2026 CDBG Cooperative Agreement Review and Approval for the City to Participate for the Next Three Years by Passing a Resolution Authorizing the Execution of This Agreement for the Participation in the Fulton County Urban County CDBG Program.

    Presented by: Finance City Manager

RESULT	**APPROVED [UNANIMOUS]**
MOVER	Stephanie Gordon
SECONDER	Myron Cook
AYES	Robertson, Bailey, Cummings, Cook, Butler IV, Gordon, Rene'
ABSENT	Deana Holiday Ingraham, Sharon Shropshire

12. Council Approval of Resolution Authorizing the Abandonment and Conveyance of 0.601 Acres of City-Owned Right-Of-Way Located Along Washington Avenue Between Norman Berry Drive and Akron Street for the Purpose of Construction of the Norman Berry Village Senior Multifamily Development - Phase II

    Presented by: City Manager

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Stephanie Gordon
SECONDER:	Myron Cook
AYES:	Robertson, Bailey, Cummings, Cook, Butler IV, Gordon, Rene'
ABSENT:	Deana Holiday Ingraham, Sharon Shropshire

XIII. AGENDA ITEMS:

13. Discussion on Changes of Council Salary

    Presented by: City Council Myron Cook

RESULT:	**PULLED**

14. Resolution Authorizing Submission of Joint Offers with MARTA for the Purpose of Acquiring Property Rights for the Construction of The Cleveland Avenue-Metropolitan Parkway Arterial Rapid Transit (ART) Project within the City Limits of East Point

    Presented by: City Manager City Attorney's Office

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U.S. Department of Housing and Urban Development

CDBG Program Urban County Qualification

COOPERATION AGREEMENT

FOR

Fulton County, Georgia

and

The City of East Point

Program Years

January 1, 2024 – December 31, 2026

AUTHORITY: HUD - NOTICE CPD-19-04

EQUAL HOUSING OPPORTUNITY

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TABLE OF CONTENTS

Section 1: Urban County Qualification Requirements 3

Section 2: CDBG Program 3

Section 3: Duration of Agreement 5

Section 4: Federal Grant Restrictions 5

Section 5: Compliance 6

Section 6: CDBG Eligible Project Approval 7

Section 7: Program Income 7

Section 8: Authorizations 8

Section 9: Agreement Execution 9

Section 10: City Clerk Certification 10

Section 11: Legal Opinion 11

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EQUAL HOUSING OPPORTUNITY

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FULTON COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

COOPERATION AGREEMENT

[AUTHORITY: CPD NOTICE 19-04; MARCH 2019]
Program Year 2024 - 2026

This Cooperation Agreement made this **6th** day of **July**, 2023 by Fulton County, a political subdivision of the State of Georgia (hereinafter referred to as the "County") and the **City of East Point**, a municipal corporation located in Fulton County (hereinafter referred to as the "City").

Section 1: Urban County Qualification Requirements

The United States Department of Housing and Urban Development (hereinafter referred to as "HUD") has determined that the County is eligible, as an "Urban County", to receive Entitlement Community Development Block Grant (CDBG) funds under Title I of the Housing and Community Development Act of 1974, as amended, to address certain needs of predominantly low and moderate income persons with CDBG funds, and any program income derived from the expenditure of CDBG funds to be made available during the period beginning with Program Year [hereinafter referred to as PY] 2024 and continuing in place and in full effect until such time in the future as the City shall elect to exclude itself, in accordance with HUD instructions and schedules. The County agrees to provide written notice to the City of its rights of future exclusion from the County CDBG Program for each successive three year qualification period, in compliance with HUD-required notification dates. HUD permits Urban Counties and their participating municipalities to execute Cooperation Agreements which are to be automatically renewed at the end of each three-year qualification period, unless changes in the Agreement are required by HUD that would necessitate the execution of a new Agreement and/or unless the participating municipality elects to be excluded from the Agreement at the beginning of each three year cycle. The County and the City agree, herein, to execute this automatically renewing Cooperation Agreement, with these special stipulations, and as further described in this Agreement, beginning with PY 2024.

Section 2: CDBG Program

The funds received under this Agreement will be used to improve the quality of housing, public facilities, certain public service capital needs, and to create and/or retain jobs, predominantly for low and moderate income persons. These funds will benefit low and moderate income citizens of the County's incorporated municipalities, if the needs of such persons in these municipalities are included in the Fulton County CDBG Program.

By executing the CDBG Cooperation Agreement, the city understands that it:

1. May not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the urban county's CDBG program; and

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2. May receive a formula allocation under the HOME Program only through the urban county. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments. (Note: This does not preclude the urban county or a unit of government participating with the urban county from applying to the State for HOME funds; and

3. May receive a formula allocation under the ESG Program only through the urban county. (Note: This does not preclude the urban county or a unit of government participating with the urban county from applying to the State for ESG funds.

Participation in this Agreement covers participation in the Community Development Block Grant [CDBG] program per HUD requirements. The County invites the participation of the incorporated municipalities located in Fulton County in the Community Development Block Grant Program, upon the respective municipalities dedicating their population counts in support of the County formula allocation of funds and the County agrees to carry out the objectives of the Housing and Community Development Act, as amended, throughout the unincorporated areas of the County and in the City.

The County agrees to allocate to the City each Program Year a CDBG <fair share= dollar amount based on the City's percentage of the County's total population, according to the 2020 or later Census, or any Bureau of Census population statistics, if approved by HUD. The City may also receive additional CDBG funds, if awarded by the Fulton County Board of Commissioners. During each Program Year, the City agrees to make priority decisions and to submit a list of eligible CDBG activities to the County. The CDBG activities shall be submitted to the County in accordance with the County's schedule for the preparation of the Consolidated Plan(s), which must be approved by HUD. The list of CDBG activities will be accepted by the County, as recommended by the City, except for activities which are ineligible under the federal program regulations. The County and the City acknowledge that neither party shall obstruct the implementation of the HUD approved Consolidated Plan(s) during the period covered by this Agreement. The County and City jointly agree to work cooperatively each program year to establish a schedule of implementation, which is responsive to the City's needs, while complying with all federal requirements. The County agrees to submit to the City, for review and comment, any plans which would affect the City, which will involve the use of CDBG funds for implementation.

Section 3: Duration of Agreement

This Agreement remains in effect until CDBG funds have been received from HUD and have been expended by the City and the County. Neither the County nor the City can terminate or withdraw from the Cooperation Agreement while it remains in effect.

The City pledges its willingness to undertake or assist in the undertaking of eligible CDBG activities funded by the Fulton County CDBG Program. The City understands that it remains a part of the County CDBG Program beginning with PY 2024 and shall remain a member until such time, at the end of any HUD-designated three-year period, as the County provides to the City written notice, in accordance with the HUD-established instructions and schedule, and the City elects not to participate in a new qualification

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period. The failure of either party to adopt an amendment to the Agreement incorporating all changes necessary to meet the requirements for Cooperation Agreements set forth by HUD for a subsequent three year Urban County qualification period and to submit the amendment(s) to HUD, as required by HUD, will void the automatic renewal of such qualification period. The County will notify the City, by HUD prescribed dates, for the next and all subsequent three year qualification periods, of the City's rights to remain a party to the Agreement or elect to choose exclusion from the County CDBG Program.

It is hereby agreed to by the parties signed hereto that neither party shall terminate this Cooperation Agreement after the date first written prior to the end of any three year qualifying period. The City may choose to exclude itself from the County CDBG Program only at the beginning of each three year qualifying period, unless the City has exercised its option to exclude itself from the County CDBG Program established under the terms of the Housing and Community Development Act of 1974, as amended. The only other options for termination of this Agreement are the cancellation by HUD of its obligation to the County under the aforementioned Act, or if the County fails to quality as an Urban County, or if the County does not receive a CDBG grant in any year of the three year period previously identified. It is also agreed by the parties signed hereto that this Agreement shall remain valid until such time as:

a. HUD requires changes in the Agreement; or

b. The City shall choose to exclude itself from the County CDBG Program; or

c. The County shall no longer qualify to receive CDBG funds.

Section 4: Federal Grant Restrictions

The City understands that it may not apply for grants under the Small Cities or Department of Community Affairs [DCA] State CDBG Program from appropriations for fiscal years during the period in which it is participating in the County's CDBG Program. The City understands that it may not participate in a Consortium except through the County, regardless of whether the County receives a formula allocation.

The County agrees to actively request the City's involvement in the Community Development Block Grant Program and the County agrees to accept the City's interest in undertaking eligible CDBG activities. The City and the County agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing within the municipal limits of said City.

Section 5: Compliance

The County and the City agree to "cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities."

The City acknowledges that it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations. The City acknowledges that it has adopted and is enforcing a policy of enforcing

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applicable State and local laws against physically barring entrance to or exit from a facility or location, which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

The County and the City will take all actions necessary to ensure compliance with the County's certification under Section 104 (b) of Title I of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The City and the County also have an obligation to comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, and all other applicable laws.

The County acknowledges that it is prohibited from funding activities in or in support of any cooperating city that does not affirmatively further fair housing within its own jurisdiction or that impede the County's actions to comply with its fair housing certification. If the City undertakes any activities with Community Development Block Grant funds, the City will take all required actions to comply with the provisions of Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, and other applicable laws.

The City agrees to affirmatively further fair housing within its jurisdiction and to assist the County in the implementation of its HUD approved Consolidated Plan covering the County and the City throughout the effective term of this Agreement.

The City has affirmed that it has adopted and is enforcing:

a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and;

b. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions."

The city understands that it may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

Section 6: CDBG Eligible Project Approval

The County will have the responsibility for approving projects as eligible for funding, after their selection by the Mayor and Council of the City. The County will also have the responsibility for preparing the Consolidated Plan and for other documents and reports to be submitted to HUD. The City will provide the necessary documentation, with technical assistance from the County, for projects funded with CDBG funds. Pursuant to the requirements of 24 CFR 570.501(b), the City agrees that it will enter into a CDBG Subrecipient Agreement [as do all Subrecipients, as set forth in 24 CFR 570.503] for each of the years

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FULTON COUNTY

Department of Community Development

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during which the City remains as a participating municipality in the County CDBG Program for the use of such funds as are approved by the County for the City for each of the respective years.

Section 7: Program Income

If the City generates any program income as a result of the expenditure of CDBG funds, the provisions of 24 CFR 570.504(c), as well as the following specific stipulations, shall apply:

a. The City acknowledges that it must notify the County of any program income generated through the expenditure of CDBG funds during the calendar month that such program income is generated.

b. The City acknowledges that any such program income must be expended by the City or paid to the County at the end of the month in which the program income is generated.

c. The City further acknowledges that the County has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the generation of any such program income. The responsibility for appropriate recordkeeping by the City and reporting to the County by the City on the generation of such program income is hereby acknowledged by the City. The County agrees, herein, to provide technical assistance to the City in establishing an appropriate and proper recordkeeping and reporting system, as required by HUD.

d. In the event of close-out or change in status of the City, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 30 calendar days following the official date of the close-out or change in status. The County agrees to notify the City, in writing, should close-out or change in status of the City occur as a result of changes in CDBG Program statutes, regulations and/or instructions.

The following standards shall apply to real property (within the control of the City) acquired or improved, in whole or in part, using CDBG funds. The standards are:

a. The City shall inform the County in writing at least thirty (30) calendar days prior to any modification or change in the use of the real property from that planned at the time of acquisition or improvements, including disposition;

b. The City shall reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds) of property acquired or improved with CDBG funds that is sold or transferred for a use which does not qualify under the CDBG regulations. Said reimbursement shall be provided to the County at the time of sale or transfer of the property referenced, herein.

c. Any program income generated from the disposition or transfer of property prior to or subsequent to the close-out, change of status or termination of the Cooperation Agreement between the County and the City shall be repaid to the County at the time of disposition or transfer of the property.

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Section 8: Authorizations

The Mayor of the **City of East Point** is hereby authorized to execute any and all documents necessary as a condition for the City's participation under the terms of the aforementioned Housing and Community Development Act of 1974, as amended.

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Section 9: Agreement Execution

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures on the dates specified below:

For The City of East Point

Deana Holiday Ingraham
AF32062C45613E707519AE34173445EA contractworks

Deana Holiday Ingraham, Mayor of The City of East Point

Deana Holiday Ingraham
Typed or printed name and title

07/06/2023
Date of Signature

Keshia McCullough
Attest: DBFE209E5ECDFB4B8B9DF0953813E16D contractworks
Signature

Keshia McCullough
Attestor Typed or printed name and title

07/06/2023
Date of Signature

DocuSigned by:
Pamela Roshell
800BACEC8AB1407...
Pamela Roshell, PhD, Chief Operating Officer

09/14/2023
Date of Signature

For Fulton County:

DocuSigned by:
Robert L. Pitts
14E1B4AA5F6A44A...

Robb L. Pitts, Chairman
Fulton County Board of Commissioners

09/14/2023
Date of Signature

Attest: DocuSigned by:
Tonya Grier
EEC476C4837648D...
County Clerk

Tonya Grier, Clerk to the Commission
Attestor Type or printed name and title

09/14/2023
Date of Signature

[IMPRINT COUNTY SEAL]

DocuSigned by:
Stanley Wilson
5E4D76DFB4A0450...
Stanley Wilson, Director, Community Development

09/13/2023
Date of Signature

The City of East Point Resolution Item Number: **195-023**

City Council Approval Meeting Date: **June 20, 2023**

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Section 10: City Clerk Certification

Name of City: The City of East Point.

This is to certify that the authority to execute the attached Cooperation Agreement with the Fulton County Board of Commissioners for participation in the Fulton County Community Development Block Grant Program, for Urban County qualification beginning with PY 2024, and continuing until such time for future Urban County qualification periods as the City might choose to exclude itself from the Fulton County Government Community Development Block Grant Program, was approved and adopted in the regular meeting of the City Council held on:

This is to further certify that the attached is a true and correct copy of said <Cooperation Agreement,= as approved at the City Council meeting held on the date written above.

Keshia McCullough

DBFE209E5ECDFB4B8B9DF0953813E16D contractworks.

Signature of City Clerk

Keshia McCullough

Print Name of City Clerk

07/06/2023

Date

Cathrene Hardy

806C5F1269C06A1A8D46F0E1F1BC32B4 contractworks.

Attest: Signature

Cathrene Hardy

Print Name of Attestor

07/07/2023

Date of Signature

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Section 11: Legal Opinion

For The City of East Point.

LEGAL OPINION OF THE CITY ATTORNEY:

I do hereby certify that the terms and provisions of the Fulton County Urban Cooperation Agreement are fully authorized under State and local law, and the Agreement provides full legal authority for the Urban County to undertake or assist in undertaking activities for the Community Development Block Grant Program.

Approved: Antavius Weems **City Attorney**

Antavius Weems **Name of City Attorney [Typed or Printed]**

06/23/2023
Date of Approval

For Fulton County

LEGAL OPINION OF THE COUNTY ATTORNEY:

I do hereby certify that the terms and provisions of the Fulton County Urban Cooperation Agreement are fully authorized under State and local law, and the Agreement provides full legal authority for the Urban County to undertake or assist in undertaking activities for the Community Development Block Grant Program.

Approved: DocuSigned by: David Lowman **Office of The Fulton County Attorney**

09/14/2023
Date of Approval

Item #2023-0566
Meeting Date:
9/6/2023

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STATE OF GEORGIA

COUNTY OF FULTON

A RESOLUTION

FROM MAYOR AND COUNCIL OF THE CITY OF EAST POINT, GEORGIA AUTHORIZING THE CHIELF ELECTED REPRESENTATIVE TO EXECUTE AN AGREEMENT THAT ALLOWS FOR CONTINUED PARTICIPATION IN THE FULTON COUNTY URBAN COUNTY CDBG PROGRAM FOR THE NEXT THREE (3) YEARS.

WHEREAS, the duly elected governing authority of the City of East Point, Georgia is the Mayor and Council thereof; and

WHEREAS, Fulton County Government, as the grantee for the Fulton County Urban County CDBG Program, is required to re-qualify to receive a direct entitlement allocation of Community Development Block Grant (CDBG) funds; and

WHEREAS, the funds received under this Agreement will be used to improve the quality of housing, public facilities, certain public service capital needs, and to create and/or retain jobs, predominantly for low- and moderate-income persons. These funds will benefit low- and moderate-income citizens of the County's incorporated municipalities if the needs of such persons in these municipalities are included in the Fulton County CDBG Program.

BE IT FURTHERED RESOLVED, the City Council authorizes the Mayor and staff to execute all necessary documents, including but not limited to any Agreements required to implement the terms of this Resolution.

SO PASSED AND APPROVED this **20th** day of **June** 2023.

SPONSORED BY:

Deana Holiday Ingraham

AF32062C45613E707519AE34173445EA contractworks

Deana Holiday Ingraham, Mayor

APPROVED AS TO FORM:

Antavius Weems

B97B8C08456F6864D21957E35A20B54F contractworks

Antavius Weems, Interim City Attorney

ATTEST:

Keshia McCullough

DBFE209E5ECDFB4B8B9DF0953813E16D contractworks

Keshia McCullough, MMC, City Clerk

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U.S. Department of Housing and Urban Development

CDBG Program Urban County Qualification

COOPERATION AGREEMENT

FOR

Fulton County, Georgia

and

The City of Fairburn

Program Years

January 1, 2024 – December 31, 2026

AUTHORITY: HUD - NOTICE CPD-19-04

EQUAL HOUSING OPPORTUNITY

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TABLE OF CONTENTS

Section 1: Urban County Qualification Requirements 3

Section 2: CDBG Program 3

Section 3: Duration of Agreement 5

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Section 5: Compliance 6

Section 6: CDBG Eligible Project Approval.....7

Section 7: Program Income 7

Section 8: Authorizations 8

Section 9: Agreement Execution 9

Section 10: City Clerk Certification 10

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FULTON COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

COOPERATION AGREEMENT

[AUTHORITY: CPD NOTICE 19-04; MARCH 2019]
Program Year 2024 - 2026

This Cooperation Agreement made this 6 day of September, 2023 by Fulton County, a political subdivision of the State of Georgia (hereinafter referred to as the "County") and the **City of Fairburn**, a municipal corporation located in Fulton County (hereinafter referred to as the "City").

Section 1: Urban County Qualification Requirements

The United States Department of Housing and Urban Development (hereinafter referred to as "HUD") has determined that the County is eligible, as an "Urban County", to receive Entitlement Community Development Block Grant (CDBG) funds under Title I of the Housing and Community Development Act of 1974, as amended, to address certain needs of predominantly low and moderate income persons with CDBG funds, and any program income derived from the expenditure of CDBG funds to be made available during the period beginning with Program Year [hereinafter referred to as PY] 2024 and continuing in place and in full effect until such time in the future as the City shall elect to exclude itself, in accordance with HUD instructions and schedules. The County agrees to provide written notice to the City of its rights of future exclusion from the County CDBG Program for each successive three year qualification period, in compliance with HUD-required notification dates. HUD permits Urban Counties and their participating municipalities to execute Cooperation Agreements which are to be automatically renewed at the end of each three-year qualification period, unless changes in the Agreement are required by HUD that would necessitate the execution of a new Agreement and/or unless the participating municipality elects to be excluded from the Agreement at the beginning of each three year cycle. The County and the City agree, herein, to execute this automatically renewing Cooperation Agreement, with these special stipulations, and as further described in this Agreement, beginning with PY 2024.

Section 2: CDBG Program

The funds received under this Agreement will be used to improve the quality of housing, public facilities, certain public service capital needs, and to create and/or retain jobs, predominantly for low and moderate income persons. These funds will benefit low and moderate income citizens of the County's incorporated municipalities, if the needs of such persons in these municipalities are included in the Fulton County CDBG Program.

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FULTON COUNTY
Department of Community Development

137 Peachtree Street, S.W.
Suite 300
Atlanta, Georgia 30303
Phone: (404) 613-7944
Fax: (404) 612-0708
Georgia Relay Number 711

By executing the CDBG Cooperation Agreement, the city understands that it:

1. May not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the urban county's CDBG program; and

2. May receive a formula allocation under the HOME Program only through the urban county. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments. (Note: This does not preclude the urban county or a unit of government participating with the urban county from applying to the State for HOME funds; and

3. May receive a formula allocation under the ESG Program only through the urban county. (Note: This does not preclude the urban county or a unit of government participating with the urban county from applying to the State for ESG funds.

Participation in this Agreement covers participation in the Community Development Block Grant [CDBG] program per HUD requirements. The County invites the participation of the incorporated municipalities located in Fulton County in the Community Development Block Grant Program, upon the respective municipalities dedicating their population counts in support of the County formula allocation of funds and the County agrees to carry out the objectives of the Housing and Community Development Act, as amended, throughout the unincorporated areas of the County and in the City.

The County agrees to allocate to the City each Program Year a CDBG "fair share" dollar amount based on the City's percentage of the County's total population, according to the 2020 or later Census, or any Bureau of Census population statistics, if approved by HUD. The City may also receive additional CDBG funds, if awarded by the Fulton County Board of Commissioners. During each Program Year, the City agrees to make priority decisions and to submit a list of eligible CDBG activities to the County. The CDBG activities shall be submitted to the County in accordance with the County's schedule for the preparation of the Consolidated Plan(s), which must be approved by HUD. The list of CDBG activities will be accepted by the County, as recommended by the City, except for activities which are ineligible under the federal program regulations. The County and the City acknowledge that neither party shall obstruct the implementation of the HUD approved Consolidated Plan(s) during the period covered by this Agreement. The County and City jointly agree to work cooperatively each program year to establish a schedule of implementation, which is responsive to the City's needs, while complying with all federal requirements. The County agrees to submit to the City, for review and comment, any plans which would affect the City, which will involve the use of CDBG funds for implementation.

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Section 3: Duration of Agreement

This Agreement remains in effect until CDBG funds have been received from HUD and have been expended by the City and the County. Neither the County nor the City can terminate or withdraw from the Cooperation Agreement while it remains in effect.

The City pledges its willingness to undertake or assist in the undertaking of eligible CDBG activities funded by the Fulton County CDBG Program. The City understands that it remains a part of the County CDBG Program beginning with PY 2024 and shall remain a member until such time, at the end of any HUD-designated three-year period, as the County provides to the City written notice, in accordance with the HUD-established instructions and schedule, and the City elects not to participate in a new qualification period. The failure of either party to adopt an amendment to the Agreement incorporating all changes necessary to meet the requirements for Cooperation Agreements set forth by HUD for a subsequent three year Urban County qualification period and to submit the amendment(s) to HUD, as required by HUD, will void the automatic renewal of such qualification period. The County will notify the City, by HUD prescribed dates, for the next and all subsequent three year qualification periods, of the City's rights to remain a party to the Agreement or elect to choose exclusion from the County CDBG Program.

It is hereby agreed to by the parties signed hereto that neither party shall terminate this Cooperation Agreement after the date first written prior to the end of any three year qualifying period. The City may choose to exclude itself from the County CDBG Program only at the beginning of each three year qualifying period, unless the City has exercised its option to exclude itself from the County CDBG Program established under the terms of the Housing and Community Development Act of 1974, as amended. The only other options for termination of this Agreement are the cancellation by HUD of its obligation to the County under the aforementioned Act, or if the County fails to quality as an Urban County, or if the County does not receive a CDBG grant in any year of the three year period previously identified. It is also agreed by the parties signed hereto that this Agreement shall remain valid until such time as:

a. HUD requires changes in the Agreement; or

b. The City shall choose to exclude itself from the County CDBG Program; or

c. The County shall no longer qualify to receive CDBG funds.

Section 4: Federal Grant Restrictions

The City understands that it may not apply for grants under the Small Cities or Department of Community Affairs [DCA] State CDBG Program from appropriations for fiscal years during the period in which it is participating in the County's CDBG Program. The City understands that it may not participate in a Consortium except through the County, regardless of whether the County receives a formula allocation.

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The County agrees to actively request the City's involvement in the Community Development Block Grant Program and the County agrees to accept the City's interest in undertaking eligible CDBG activities. The City and the County agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing within the municipal limits of said City.

Section 5: Compliance

The County and the City agree to "cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities."

The City acknowledges that it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations. The City acknowledges that it has adopted and is enforcing a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location, which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

The County and the City will take all actions necessary to ensure compliance with the County's certification under Section 104 (b) of Title I of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The City and the County also have an obligation to comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, and all other applicable laws.

The County acknowledges that it is prohibited from funding activities in or in support of any cooperating city that does not affirmatively further fair housing within its own jurisdiction or that impede the County's actions to comply with its fair housing certification. If the City undertakes any activities with Community Development Block Grant funds, the City will take all required actions to comply with the provisions of Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, and other applicable laws.

The City agrees to affirmatively further fair housing within its jurisdiction and to assist the County in the implementation of its HUD approved Consolidated Plan covering the County and the City throughout the effective term of this Agreement.

The City has affirmed that it has adopted and is enforcing:

a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and;

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b. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions."

The city understands that it may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

Section 6: CDBG Eligible Project Approval

The County will have the responsibility for approving projects as eligible for funding, after their selection by the Mayor and Council of the City. The County will also have the responsibility for preparing the Consolidated Plan and for other documents and reports to be submitted to HUD. The City will provide the necessary documentation, with technical assistance from the County, for projects funded with CDBG funds. Pursuant to the requirements of 24 CFR 570.501(b), the City agrees that it will enter into a CDBG Subrecipient Agreement [as do all Subrecipients, as set forth in 24 CFR 570.503] for each of the years during which the City remains as a participating municipality in the County CDBG Program for the use of such funds as are approved by the County for the City for each of the respective years.

Section 7: Program Income

If the City generates any program income as a result of the expenditure of CDBG funds, the provisions of 24 CFR 570.504(c), as well as the following specific stipulations, shall apply:

a. The City acknowledges that it must notify the County of any program income generated through the expenditure of CDBG funds during the calendar month that such program income is generated.

b. The City acknowledges that any such program income must be expended by the City or paid to the County at the end of the month in which the program income is generated.

c. The City further acknowledges that the County has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the generation of any such program income. The responsibility for appropriate recordkeeping by the City and reporting to the County by the City on the generation of such program income is hereby acknowledged by the City. The County agrees, herein, to provide technical assistance to the City in establishing an appropriate and proper recordkeeping and reporting system, as required by HUD.

d. In the event of close-out or change in status of the City, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 30 calendar days following the official date of the close-out or change in status. The County agrees to notify the City, in writing, should close-out or change in status of the City occur as a result of changes in CDBG Program statutes, regulations and/or instructions.

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The following standards shall apply to real property (within the control of the City) acquired or improved, in whole or in part, using CDBG funds. The standards are:

a. The City shall inform the County in writing at least thirty (30) calendar days prior to any modification or change in the use of the real property from that planned at the time of acquisition or improvements, including disposition;

b. The City shall reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds) of property acquired or improved with CDBG funds that is sold or transferred for a use which does not qualify under the CDBG regulations. Said reimbursement shall be provided to the County at the time of sale or transfer of the property referenced, herein.

c. Any program income generated from the disposition or transfer of property prior to or subsequent to the close-out, change of status or termination of the Cooperation Agreement between the County and the City shall be repaid to the County at the time of disposition or transfer of the property.

Section 8: Authorizations

The Mayor of the **City of Fairburn** is hereby authorized to execute any and all documents necessary as a condition for the City's participation under the terms of the aforementioned Housing and Community Development Act of 1974, as amended.

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Section 9: Agreement Execution

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures on the dates specified below:

For The City of Fairburn

Mario B. Avery, Mayor of The City of Fairburn

MARIO B. AVERY, MAYOR
Typed or printed name and title

June 12, 2023
Date of Signature

Attest: Brenda James
Signature

BRENDA B. JAMES, City Clerk
Attestor Typed or printed name and title

June 12, 2023
Date of Signature

DocuSigned by:
Pamela Roshell
800BACEC8AB1407...
Pamela Roshell, PhD, Chief Operating Officer

09/14/2023
Date of Signature

For Fulton County:

DocuSigned by:
Robert L. Pitts
14E1B4AA5F6A44A...
Robb L. Pitts, Chairman
Fulton County Board of Commissioners

09/14/2023
Date of Signature

Attest: DocuSigned by:
Tonya Grier
EEC476C4837648D...
County Clerk

Tonya Grier, Clerk to the Commission
Attestor Type or printed name and title

09/14/2023
Date of Signature

[IMPRINT CC

BOARD OF COMMISSIONERS FULTON COUNTY Georgia FOUNDED 1853

DocuSigned by:
Stanley Wilson
5E4D76DFB4A0450...
Stanley Wilson, Director, Community Development

09/13/2023
Date of Signature

The City of Fairburn Resolution Item Number: 2023-06

City Council Approval Meeting Date: June 12, 2023

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Section 10: City Clerk Certification

Name of City: The City of Fairburn.

This is to certify that the authority to execute the attached Cooperation Agreement with the Fulton County Board of Commissioners for participation in the Fulton County Community Development Block Grant Program, for Urban County qualification beginning with PY 2024, and continuing until such time for future Urban County qualification periods as the City might choose to exclude itself from the Fulton County Government Community Development Block Grant Program, was approved and adopted in the regular meeting of the City Council held on:

This is to further certify that the attached is a true and correct copy of said "Cooperation Agreement," as approved at the City Council meeting held on the date written above.

Brenda B James

Signature of City Clerk

BRENDA B. JAMES

Print Name of City Clerk

June 12, 2023

Date

Deannia Ray

Attest: Signature

Deannia Ray

Print Name of Attestor

June 12, 2023

Date of Signature

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Fulton County 1st in 3 IMPACT • SERVICE • EFFICIENCY ENGAGED PEOPLE

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Section 11: Legal Opinion

For The City of Fairburn.

LEGAL OPINION OF THE CITY ATTORNEY:

I do hereby certify that the terms and provisions of the Fulton County Urban Cooperation Agreement are fully authorized under State and local law, and the Agreement provides full legal authority for the Urban County to undertake or assist in undertaking activities for the Community Development Block Grant Program.

Approved: _____ **City Attorney**

Roy Strickland **Name of City Attorney [Typed or Printed]**

June 12, 2023 Date of Approval

For Fulton County

LEGAL OPINION OF THE COUNTY ATTORNEY:

I do hereby certify that the terms and provisions of the Fulton County Urban Cooperation Agreement are fully authorized under State and local law, and the Agreement provides full legal authority for the Urban County to undertake or assist in undertaking activities for the Community Development Block Grant Program.

Approved: DocuSigned by: David Lowman 0EC92EDADEFB4B8... **Office of The Fulton County Attorney**

09/14/2023
Date of Approval

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Item #23-0566
Meeting Date: 9/6/2023

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U.S. Department of Housing and Urban Development

CDBG Program Urban County Qualification

COOPERATION AGREEMENT

FOR

Fulton County, Georgia

and

The City of Hapeville

Program Years

January 1, 2024 – December 31, 2026

AUTHORITY: HUD - NOTICE CPD-19-04

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TABLE OF CONTENTS

Section 1: Urban County Qualification Requirements 3

Section 2: CDBG Program 3

Section 3: Duration of Agreement 5

Section 4: Federal Grant Restrictions 5

Section 5: Compliance 6

Section 6: CDBG Eligible Project Approval.....7

Section 7: Program Income 7

Section 8: Authorizations 8

Section 9: Agreement Execution 9

Section 10: City Clerk Certification 10

Section 11: Legal Opinion 11

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FULTON COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

COOPERATION AGREEMENT

[AUTHORITY: CPD NOTICE 19-04; MARCH 2019]
Program Year 2024 - 2026

This Cooperation Agreement made this 20th day of June, 2023 by Fulton County, a political subdivision of the State of Georgia (hereinafter referred to as the "County") and the **City of Hapeville**, a municipal corporation located in Fulton County (hereinafter referred to as the "City").

Section 1: Urban County Qualification Requirements

The United States Department of Housing and Urban Development (hereinafter referred to as "HUD") has determined that the County is eligible, as an "Urban County", to receive Entitlement Community Development Block Grant (CDBG) funds under Title I of the Housing and Community Development Act of 1974, as amended, to address certain needs of predominantly low and moderate income persons with CDBG funds, and any program income derived from the expenditure of CDBG funds to be made available during the period beginning with Program Year [hereinafter referred to as PY] 2024 and continuing in place and in full effect until such time in the future as the City shall elect to exclude itself, in accordance with HUD instructions and schedules. The County agrees to provide written notice to the City of its rights of future exclusion from the County CDBG Program for each successive three year qualification period, in compliance with HUD-required notification dates. HUD permits Urban Counties and their participating municipalities to execute Cooperation Agreements which are to be automatically renewed at the end of each three-year qualification period, unless changes in the Agreement are required by HUD that would necessitate the execution of a new Agreement and/or unless the participating municipality elects to be excluded from the Agreement at the beginning of each three year cycle. The County and the City agree, herein, to execute this automatically renewing Cooperation Agreement, with these special stipulations, and as further described in this Agreement, beginning with PY 2024.

Section 2: CDBG Program

The funds received under this Agreement will be used to improve the quality of housing, public facilities, certain public service capital needs, and to create and/or retain jobs, predominantly for low and moderate income persons. These funds will benefit low and moderate income citizens of the County's incorporated municipalities, if the needs of such persons in these municipalities are included in the Fulton County CDBG Program.

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By executing the CDBG Cooperation Agreement, the city understands that it:

1. May not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the urban county's CDBG program; and

2. May receive a formula allocation under the HOME Program only through the urban county. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments. (Note: This does not preclude the urban county or a unit of government participating with the urban county from applying to the State for HOME funds; and

3. May receive a formula allocation under the ESG Program only through the urban county. (Note: This does not preclude the urban county or a unit of government participating with the urban county from applying to the State for ESG funds.

Participation in this Agreement covers participation in the Community Development Block Grant [CDBG] program per HUD requirements. The County invites the participation of the incorporated municipalities located in Fulton County in the Community Development Block Grant Program, upon the respective municipalities dedicating their population counts in support of the County formula allocation of funds and the County agrees to carry out the objectives of the Housing and Community Development Act, as amended, throughout the unincorporated areas of the County and in the City.

The County agrees to allocate to the City each Program Year a CDBG "fair share" dollar amount based on the City's percentage of the County's total population, according to the 2020 or later Census, or any Bureau of Census population statistics, if approved by HUD. The City may also receive additional CDBG funds, if awarded by the Fulton County Board of Commissioners. During each Program Year, the City agrees to make priority decisions and to submit a list of eligible CDBG activities to the County. The CDBG activities shall be submitted to the County in accordance with the County's schedule for the preparation of the Consolidated Plan(s), which must be approved by HUD. The list of CDBG activities will be accepted by the County, as recommended by the City, except for activities which are ineligible under the federal program regulations. The County and the City acknowledge that neither party shall obstruct the implementation of the HUD approved Consolidated Plan(s) during the period covered by this Agreement. The County and City jointly agree to work cooperatively each program year to establish a schedule of implementation, which is responsive to the City's needs, while complying with all federal requirements. The County agrees to submit to the City, for review and comment, any plans which would affect the City, which will involve the use of CDBG funds for implementation.

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Section 3: Duration of Agreement

This Agreement remains in effect until CDBG funds have been received from HUD and have been expended by the City and the County. Neither the County nor the City can terminate or withdraw from the Cooperation Agreement while it remains in effect.

The City pledges its willingness to undertake or assist in the undertaking of eligible CDBG activities funded by the Fulton County CDBG Program. The City understands that it remains a part of the County CDBG Program beginning with PY 2024 and shall remain a member until such time, at the end of any HUD-designated three-year period, as the County provides to the City written notice, in accordance with the HUD-established instructions and schedule, and the City elects not to participate in a new qualification period. The failure of either party to adopt an amendment to the Agreement incorporating all changes necessary to meet the requirements for Cooperation Agreements set forth by HUD for a subsequent three year Urban County qualification period and to submit the amendment(s) to HUD, as required by HUD, will void the automatic renewal of such qualification period. The County will notify the City, by HUD prescribed dates, for the next and all subsequent three year qualification periods, of the City's rights to remain a party to the Agreement or elect to choose exclusion from the County CDBG Program.

It is hereby agreed to by the parties signed hereto that neither party shall terminate this Cooperation Agreement after the date first written prior to the end of any three year qualifying period. The City may choose to exclude itself from the County CDBG Program only at the beginning of each three year qualifying period, unless the City has exercised its option to exclude itself from the County CDBG Program established under the terms of the Housing and Community Development Act of 1974, as amended. The only other options for termination of this Agreement are the cancellation by HUD of its obligation to the County under the aforementioned Act, or if the County fails to quality as an Urban County, or if the County does not receive a CDBG grant in any year of the three year period previously identified. It is also agreed by the parties signed hereto that this Agreement shall remain valid until such time as:

a. HUD requires changes in the Agreement; or

b. The City shall choose to exclude itself from the County CDBG Program; or

c. The County shall no longer qualify to receive CDBG funds.

Section 4: Federal Grant Restrictions

The City understands that it may not apply for grants under the Small Cities or Department of Community Affairs [DCA] State CDBG Program from appropriations for fiscal years during the period in which it is participating in the County's CDBG Program. The City understands that it may not participate in a Consortium except through the County, regardless of whether the County receives a formula allocation.

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The County agrees to actively request the City's involvement in the Community Development Block Grant Program and the County agrees to accept the City's interest in undertaking eligible CDBG activities. The City and the County agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing within the municipal limits of said City.

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The County and the City agree to "cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities."

The City acknowledges that it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations. The City acknowledges that it has adopted and is enforcing a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location, which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

The County and the City will take all actions necessary to ensure compliance with the County's certification under Section 104 (b) of Title I of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The City and the County also have an obligation to comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, and all other applicable laws.

The County acknowledges that it is prohibited from funding activities in or in support of any cooperating city that does not affirmatively further fair housing within its own jurisdiction or that impede the County's actions to comply with its fair housing certification. If the City undertakes any activities with Community Development Block Grant funds, the City will take all required actions to comply with the provisions of Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, and other applicable laws.

The City agrees to affirmatively further fair housing within its jurisdiction and to assist the County in the implementation of its HUD approved Consolidated Plan covering the County and the City throughout the effective term of this Agreement.

The City has affirmed that it has adopted and is enforcing:

a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and;

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b. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions."

The city understands that it may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

Section 6: CDBG Eligible Project Approval

The County will have the responsibility for approving projects as eligible for funding, after their selection by the Mayor and Council of the City. The County will also have the responsibility for preparing the Consolidated Plan and for other documents and reports to be submitted to HUD. The City will provide the necessary documentation, with technical assistance from the County, for projects funded with CDBG funds. Pursuant to the requirements of 24 CFR 570.501(b), the City agrees that it will enter into a CDBG Subrecipient Agreement [as do all Subrecipients, as set forth in 24 CFR 570.503] for each of the years during which the City remains as a participating municipality in the County CDBG Program for the use of such funds as are approved by the County for the City for each of the respective years.

Section 7: Program Income

If the City generates any program income as a result of the expenditure of CDBG funds, the provisions of 24 CFR 570.504(c), as well as the following specific stipulations, shall apply:

a. The City acknowledges that it must notify the County of any program income generated through the expenditure of CDBG funds during the calendar month that such program income is generated.

b. The City acknowledges that any such program income must be expended by the City or paid to the County at the end of the month in which the program income is generated.

c. The City further acknowledges that the County has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the generation of any such program income. The responsibility for appropriate recordkeeping by the City and reporting to the County by the City on the generation of such program income is hereby acknowledged by the City. The County agrees, herein, to provide technical assistance to the City in establishing an appropriate and proper recordkeeping and reporting system, as required by HUD.

d. In the event of close-out or change in status of the City, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 30 calendar days following the official date of the close-out or change in status. The County agrees to notify the City, in writing, should close-out or change in status of the City occur as a result of changes in CDBG Program statutes, regulations and/or instructions.

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FULTON COUNTY
Department of Community Development

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Fax: (404) 612-0708
Georgia Relay Number 711

The following standards shall apply to real property (within the control of the City) acquired or improved, in whole or in part, using CDBG funds. The standards are:

a. The City shall inform the County in writing at least thirty (30) calendar days prior to any modification or change in the use of the real property from that planned at the time of acquisition or improvements, including disposition;

b. The City shall reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds) of property acquired or improved with CDBG funds that is sold or transferred for a use which does not qualify under the CDBG regulations. Said reimbursement shall be provided to the County at the time of sale or transfer of the property referenced, herein.

c. Any program income generated from the disposition or transfer of property prior to or subsequent to the close-out, change of status or termination of the Cooperation Agreement between the County and the City shall be repaid to the County at the time of disposition or transfer of the property.

Section 8: Authorizations

The Mayor of the **City of Hapeville** is hereby authorized to execute any and all documents necessary as a condition for the City's participation under the terms of the aforementioned Housing and Community Development Act of 1974, as amended.

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Georgia Relay Number 711

Section 9: Agreement Execution

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures on the dates specified below:

For The City of Hapeville

Alan Hallman, Mayor of The City of Hapeville

Alan Hallman, Mayor
Typed or printed name and title

June 20, 2023
Date of Signature

Attest: _____
Signature

Sharee Steed, City Clerk
Attestor Typed or printed name and title

June 20, 2023
Date of Signature

DocuSigned by:
_____
800BAC8C8AB1407...
Pamela Roshell, PhD, Chief Operating Officer

09/14/2023
Date of Signature

For Fulton County:

DocuSigned by:
Robert L. Pitts
14E1B4AA5F6A44A...

Robb L. Pitts, Chairman
Fulton County Board of Commissioners

09/14/2023
Date of Signature

Attest: DocuSigned by:
Tonya Grier
EEC476C4837648D...
County Clerk

Tonya Grier, Clerk to the Commission
Attestor Type or printed name and title

09/14/2023
Date of Signature

[IMPRINT COUNTY SEAL]

DocuSigned by:
Stanley Wilson
5E4D76DFB4A0450...
Stanley Wilson, Director, Community Development

09/13/2023
Date of Signature

The City of Hapeville Resolution Item Number: 2023-07

City Council Approval Meeting Date: June 20, 2023

DocuSign Envelope ID: 0572CB45-1DD5-4097-910F-054C86FC303E

FULTON COUNTY

Department of Community Development

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Georgia Relay Number 711

Section 10: City Clerk Certification

Name of City: The City of Hapeville.

This is to certify that the authority to execute the attached Cooperation Agreement with the Fulton County Board of Commissioners for participation in the Fulton County Community Development Block Grant Program, for Urban County qualification beginning with PY 2024, and continuing until such time for future Urban County qualification periods as the City might choose to exclude itself from the Fulton County Government Community Development Block Grant Program, was approved and adopted in the regular meeting of the City Council held on:

This is to further certify that the attached is a true and correct copy of said "Cooperation Agreement," as approved at the City Council meeting held on the date written above.

Sharee Steed

Signature of City Clerk

Sharee Steed

Print Name of City Clerk

June 20, 2023

Date

Attest: Signature

Tim Young

Print Name of Attestor

June 20, 2023

Date of Signature

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Phone: (404) 613-7944
Fax: (404) 612-0708
Georgia Relay Number 711

Section 11: Legal Opinion

For The City of Hapeville.

LEGAL OPINION OF THE CITY ATTORNEY:

I do hereby certify that the terms and provisions of the Fulton County Urban Cooperation Agreement are fully authorized under State and local law, and the Agreement provides full legal authority for the Urban County to undertake or assist in undertaking activities for the Community Development Block Grant Program.

Approved: DocuSigned by: Lajuana C. Ransaw 0092785-231341D... **City Attorney**

Lajuana Ransaw **Name of City Attorney [Typed or Printed]**

June 20, 2023 **Date of Approval**

For Fulton County

LEGAL OPINION OF THE COUNTY ATTORNEY:

I do hereby certify that the terms and provisions of the Fulton County Urban Cooperation Agreement are fully authorized under State and local law, and the Agreement provides full legal authority for the Urban County to undertake or assist in undertaking activities for the Community Development Block Grant Program.

Approved: DocuSigned by: David Lowman 0EC92EDADEFB4B8... **Office of The Fulton County Attorney**

09/14/2023

Date of Approval

DocuSign Envelope ID: 0572CB45-1DD5-4097-910F-054C86FC303E

RESOLUTION 2023-07

A RESOLUTION AUTHORIZING THE CITY OF HAPEVILLE TO SIGN A COOPERATIVE AGREEMENT WITH FULTON COUNTY, GEORGIA TO BE PART OF THE COUNTY'S COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FISCAL YEARS 2024-2026.

WHEREAS, Fulton County, Georgia is administering the Community Development Block Grant Program ("CDBG") which provides annual funding to Urban County Grantees; and

WHEREAS, the City of Hapeville wishes to submit application for CDBG funds to address the community's identified housing and community development needs, including the needs of low to moderate income persons; and

WHEREAS, the City of Hapeville supports and approves a Cooperative Agreement with Fulton County, Georgia such that the City of Hapeville will be an Urban County Grantee eligible to receive funding for fiscal years 2024 - 2026; and

WHEREAS, The City of Hapeville understands and agrees to comply with the Fulton County Urban County ("CDBG") Program and all applicable Federal Statutes and Regulations:

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Hapeville that the execution of the Cooperative Agreement for participation in Fulton County Urban County CDBG Program for fiscal years 2024 -2026 is hereby authorized, and the Mayor is authorized to sign all necessary documents to enter into this Agreement such that the City of Hapeville may apply for and receive all available funds from the Fulton County Urban County CDBG Program.

SO RESOLVED AND ADOPTED THIS 20th DAY OF June 2023.

City of Hapeville, GA

Mayor Alan Hallman

Attest:

Sharee Steed, City Clerk



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FULTON COUNTY

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U.S. Department of Housing and Urban Development

CDBG Program Urban County Qualification

COOPERATION AGREEMENT

FOR

Fulton County, Georgia

and

The City of Mountain Park

Program Years

January 1, 2024 – December 31, 2026

AUTHORITY: HUD - NOTICE CPD-19-04

EQUAL HOUSING OPPORTUNITY

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FULTON COUNTY

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TABLE OF CONTENTS

Section 1: Urban County Qualification Requirements 3

Section 2: CDBG Program 3

Section 3: Duration of Agreement 5

Section 4: Federal Grant Restrictions 5

Section 5: Compliance 6

Section 6: CDBG Eligible Project Approval 7

Section 7: Program Income 7

Section 8: Authorizations 8

Section 9: Agreement Execution 9

Section 10: City Clerk Certification 10

Section 11: Legal Opinion 11

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FULTON COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

COOPERATION AGREEMENT

[AUTHORITY: CPD NOTICE 19-04; MARCH 2019]
Program Year 2024 - 2026

This Cooperation Agreement made this 6 day of September 2023 by Fulton County, a political subdivision of the State of Georgia (hereinafter referred to as the "County") and the **City of Mountain Park**, a municipal corporation located in Fulton County (hereinafter referred to as the "City").

Section 1: Urban County Qualification Requirements

The United States Department of Housing and Urban Development (hereinafter referred to as "HUD") has determined that the County is eligible, as an "Urban County", to receive Entitlement Community Development Block Grant (CDBG) funds under Title I of the Housing and Community Development Act of 1974, as amended, to address certain needs of predominantly low and moderate income persons with CDBG funds, and any program income derived from the expenditure of CDBG funds to be made available during the period beginning with Program Year [hereinafter referred to as PY] 2024 and continuing in place and in full effect until such time in the future as the City shall elect to exclude itself, in accordance with HUD instructions and schedules. The County agrees to provide written notice to the City of its rights of future exclusion from the County CDBG Program for each successive three year qualification period, in compliance with HUD-required notification dates. HUD permits Urban Counties and their participating municipalities to execute Cooperation Agreements which are to be automatically renewed at the end of each three-year qualification period, unless changes in the Agreement are required by HUD that would necessitate the execution of a new Agreement and/or unless the participating municipality elects to be excluded from the Agreement at the beginning of each three year cycle. The County and the City agree, herein, to execute this automatically renewing Cooperation Agreement, with these special stipulations, and as further described in this Agreement, beginning with PY 2024.

Section 2: CDBG Program

The funds received under this Agreement will be used to improve the quality of housing, public facilities, certain public service capital needs, and to create and/or retain jobs, predominantly for low and moderate income persons. These funds will benefit low and moderate income citizens of the County's incorporated municipalities, if the needs of such persons in these municipalities are included in the Fulton County CDBG Program.

EQUAL HOUSING OPPORTUNITY

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By executing the CDBG Cooperation Agreement, the city understands that it:

1. May not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the urban county's CDBG program; and

2. May receive a formula allocation under the HOME Program only through the urban county. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments. (Note: This does not preclude the urban county or a unit of government participating with the urban county from applying to the State for HOME funds; and

3. May receive a formula allocation under the ESG Program only through the urban county. (Note: This does not preclude the urban county or a unit of government participating with the urban county from applying to the State for ESG funds.

Participation in this Agreement covers participation in the Community Development Block Grant [CDBG] program per HUD requirements. The County invites the participation of the incorporated municipalities located in Fulton County in the Community Development Block Grant Program, upon the respective municipalities dedicating their population counts in support of the County formula allocation of funds and the County agrees to carry out the objectives of the Housing and Community Development Act, as amended, throughout the unincorporated areas of the County and in the City.

The County agrees to allocate to the City each Program Year a CDBG "fair share" dollar amount based on the City's percentage of the County's total population, according to the 2020 or later Census, or any Bureau of Census population statistics, if approved by HUD. The City may also receive additional CDBG funds, if awarded by the Fulton County Board of Commissioners. During each Program Year, the City agrees to make priority decisions and to submit a list of eligible CDBG activities to the County. The CDBG activities shall be submitted to the County in accordance with the County's schedule for the preparation of the Consolidated Plan(s), which must be approved by HUD. The list of CDBG activities will be accepted by the County, as recommended by the City, except for activities which are ineligible under the federal program regulations. The County and the City acknowledge that neither party shall obstruct the implementation of the HUD approved Consolidated Plan(s) during the period covered by this Agreement. The County and City jointly agree to work cooperatively each program year to establish a schedule of implementation, which is responsive to the City's needs, while complying with all federal requirements. The County agrees to submit to the City, for review and comment, any plans which would affect the City, which will involve the use of CDBG funds for implementation.

EQUAL HOUSING OPPORTUNITY

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Section 3: Duration of Agreement

This Agreement remains in effect until CDBG funds have been received from HUD and have been expended by the City and the County. Neither the County nor the City can terminate or withdraw from the Cooperation Agreement while it remains in effect.

The City pledges its willingness to undertake or assist in the undertaking of eligible CDBG activities funded by the Fulton County CDBG Program. The City understands that it remains a part of the County CDBG Program beginning with PY 2024 and shall remain a member until such time, at the end of any HUD-designated three-year period, as the County provides to the City written notice, in accordance with the HUD-established instructions and schedule, and the City elects not to participate in a new qualification period. The failure of either party to adopt an amendment to the Agreement incorporating all changes necessary to meet the requirements for Cooperation Agreements set forth by HUD for a subsequent three year Urban County qualification period and to submit the amendment(s) to HUD, as required by HUD, will void the automatic renewal of such qualification period. The County will notify the City, by HUD prescribed dates, for the next and all subsequent three year qualification periods, of the City's rights to remain a party to the Agreement or elect to choose exclusion from the County CDBG Program.

It is hereby agreed to by the parties signed hereto that neither party shall terminate this Cooperation Agreement after the date first written prior to the end of any three year qualifying period. The City may choose to exclude itself from the County CDBG Program only at the beginning of each three year qualifying period, unless the City has exercised its option to exclude itself from the County CDBG Program established under the terms of the Housing and Community Development Act of 1974, as amended. The only other options for termination of this Agreement are the cancellation by HUD of its obligation to the County under the aforementioned Act, or if the County fails to quality as an Urban County, or if the County does not receive a CDBG grant in any year of the three year period previously identified. It is also agreed by the parties signed hereto that this Agreement shall remain valid until such time as:

a. HUD requires changes in the Agreement; or

b. The City shall choose to exclude itself from the County CDBG Program; or

c. The County shall no longer qualify to receive CDBG funds.

Section 4: Federal Grant Restrictions

The City understands that it may not apply for grants under the Small Cities or Department of Community Affairs [DCA] State CDBG Program from appropriations for fiscal years during the period in which it is participating in the County's CDBG Program. The City understands that it may not participate in a Consortium except through the County, regardless of whether the County receives a formula allocation.

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FULTON COUNTY

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The County agrees to actively request the City's involvement in the Community Development Block Grant Program and the County agrees to accept the City's interest in undertaking eligible CDBG activities. The City and the County agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing within the municipal limits of said City.

Section 5: Compliance

The County and the City agree to "cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities."

The City acknowledges that it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations. The City acknowledges that it has adopted and is enforcing a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location, which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

The County and the City will take all actions necessary to ensure compliance with the County's certification under Section 104 (b) of Title I of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The City and the County also have an obligation to comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, and all other applicable laws.

The County acknowledges that it is prohibited from funding activities in or in support of any cooperating city that does not affirmatively further fair housing within its own jurisdiction or that impede the County's actions to comply with its fair housing certification. If the City undertakes any activities with Community Development Block Grant funds, the City will take all required actions to comply with the provisions of Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, and other applicable laws.

The City agrees to affirmatively further fair housing within its jurisdiction and to assist the County in the implementation of its HUD approved Consolidated Plan covering the County and the City throughout the effective term of this Agreement.

The City has affirmed that it has adopted and is enforcing:

a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and;

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b. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions."

The city understands that it may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

Section 6: CDBG Eligible Project Approval

The County will have the responsibility for approving projects as eligible for funding, after their selection by the Mayor and Council of the City. The County will also have the responsibility for preparing the Consolidated Plan and for other documents and reports to be submitted to HUD. The City will provide the necessary documentation, with technical assistance from the County, for projects funded with CDBG funds. Pursuant to the requirements of 24 CFR 570.501(b), the City agrees that it will enter into a CDBG Subrecipient Agreement [as do all Subrecipients, as set forth in 24 CFR 570.503] for each of the years during which the City remains as a participating municipality in the County CDBG Program for the use of such funds as are approved by the County for the City for each of the respective years.

Section 7: Program Income

If the City generates any program income as a result of the expenditure of CDBG funds, the provisions of 24 CFR 570.504(c), as well as the following specific stipulations, shall apply:

a. The City acknowledges that it must notify the County of any program income generated through the expenditure of CDBG funds during the calendar month that such program income is generated.

b. The City acknowledges that any such program income must be expended by the City or paid to the County at the end of the month in which the program income is generated.

c. The City further acknowledges that the County has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the generation of any such program income. The responsibility for appropriate recordkeeping by the City and reporting to the County by the City on the generation of such program income is hereby acknowledged by the City. The County agrees, herein, to provide technical assistance to the City in establishing an appropriate and proper recordkeeping and reporting system, as required by HUD.

d. In the event of close-out or change in status of the City, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 30 calendar days following the official date of the close-out or change in status. The County agrees to notify the City, in writing, should close-out or change in status of the City occur as a result of changes in CDBG Program statutes, regulations and/or instructions.

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The following standards shall apply to real property (within the control of the City) acquired or improved, in whole or in part, using CDBG funds. The standards are:

a. The City shall inform the County in writing at least thirty (30) calendar days prior to any modification or change in the use of the real property from that planned at the time of acquisition or improvements, including disposition;

b. The City shall reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds) of property acquired or improved with CDBG funds that is sold or transferred for a use which does not qualify under the CDBG regulations. Said reimbursement shall be provided to the County at the time of sale or transfer of the property referenced, herein.

c. Any program income generated from the disposition or transfer of property prior to or subsequent to the close-out, change of status or termination of the Cooperation Agreement between the County and the City shall be repaid to the County at the time of disposition or transfer of the property.

Section 8: Authorizations

The Mayor of the **City of Mountain Park** is hereby authorized to execute any and all documents necessary as a condition for the City's participation under the terms of the aforementioned Housing and Community Development Act of 1974, as amended.

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Section 9: Agreement Execution

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures on the dates specified below:

For The City of Mountain Park

Jim Still

Jim Still, Mayor of The City of Mountain Park

Jim Still, Jr, Mayor

Typed or printed name and title

6/29/2023

Date of Signature

Attest: Jennifer Zalokar

Signature

Jennifer Zalokar

Attestor Typed or printed name and title

6/29/2023

Date of Signature

DocuSigned by:
Pamela Roshell
800BACEC8AB1407...

Pamela Roshell, PhD, Chief Operating Officer

09/14/2023

Date of Signature

For Fulton County:

DocuSigned by:
Robert L. Pitts
14E1B4AA5F6A44A...

Robb L. Pitts, Chairman
Fulton County Board of Commissioners

09/14/2023

Date of Signature

Attest: DocuSigned by:
Tonya Grier
EEC476C4837648D...

County Clerk

Tonya Grier, Clerk to the Commission

Attestor Type or printed name and title

09/14/2023

Date of Signature

[IMPRINT COUNTY SEAL]

BOARD OF COMMISSIONERS FULTON COUNTY Georgia FOUNDED, 1853

DocuSigned by:
Stanley Wilson
5E4D76DFB4A0450...

Stanley Wilson, Director, Community Development

09/13/2023

Date of Signature

The City of Mountain Park Resolution Item Number: 1

City Council Approval Meeting Date: June 26 2023

EQUAL HOUSING OPPORTUNITY

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FULTON COUNTY

Department of Community Development

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Section 10: City Clerk Certification

Name of City: The City of Mountain Park.

This is to certify that the authority to execute the attached Cooperation Agreement with the Fulton County Board of Commissioners for participation in the Fulton County Community Development Block Grant Program, for Urban County qualification beginning with PY 2024, and continuing until such time for future Urban County qualification periods as the City might choose to exclude itself from the Fulton County Government Community Development Block Grant Program, was approved and adopted in the regular meeting of the City Council held on:

This is to further certify that the attached is a true and correct copy of said "Cooperation Agreement," as approved at the City Council meeting held on the date written above.

Jennifer Zalokar
Signature of City Clerk

Jennifer Zalokar
Print Name of City Clerk

6/29/2023
Date

Logan Tranter
Attest: Signature

Logan Tranter
Print Name of Attestor

6/29/2023
Date of Signature

EQUAL HOUSING OPPORTUNITY

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FULTON COUNTY

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Section 11: Legal Opinion

For The City of Mountain Park.

LEGAL OPINION OF THE CITY ATTORNEY:

I do hereby certify that the terms and provisions of the Fulton County Urban Cooperation Agreement are fully authorized under State and local law, and the Agreement provides full legal authority for the Urban County to undertake or assist in undertaking activities for the Community Development Block Grant Program.

Approved: _____ **City Attorney**

Brandon L. Bowen **Name of City Attorney [Typed or Printed]**

6/29/23 Date of Approval

For Fulton County

LEGAL OPINION OF THE COUNTY ATTORNEY:

I do hereby certify that the terms and provisions of the Fulton County Urban Cooperation Agreement are fully authorized under State and local law, and the Agreement provides full legal authority for the Urban County to undertake or assist in undertaking activities for the Community Development Block Grant Program.

Approved: DocuSigned by: David Lowman 0EC92EDADEFB4B8... **Office of The Fulton County Attorney**

09/14/2023
Date of Approval

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FULTON COUNTY

Department of Community Development

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Georgia Relay Number 711

U.S. Department of Housing and Urban Development

CDBG Program Urban County Qualification

COOPERATION AGREEMENT

FOR

Fulton County, Georgia

and

The City of Palmetto, Palmetto City Hall

Program Years

January 1, 2024 – December 31, 2026

AUTHORITY: HUD - NOTICE CPD-19-04

EQUAL HOUSING OPPORTUNITY

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FULTON COUNTY

Department of Community Development

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TABLE OF CONTENTS

Section 1: Urban County Qualification Requirements 3

Section 2: CDBG Program 3

Section 3: Duration of Agreement 5

Section 4: Federal Grant Restrictions 5

Section 5: Compliance 6

Section 6: CDBG Eligible Project Approval 7

Section 7: Program Income 7

Section 8: Authorizations 8

Section 9: Agreement Execution 9

Section 10: City Clerk Certification 10

Section 11: Legal Opinion 11

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FULTON COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

COOPERATION AGREEMENT

[AUTHORITY: CPD NOTICE 19-04; MARCH 2019]
Program Year 2024 - 2026

This Cooperation Agreement made this 6 day of September, 2023 by Fulton County, a political subdivision of the State of Georgia (hereinafter referred to as the "County") and The City of Palmetto, **Palmetto City Hall**, a municipal corporation located in Fulton County (hereinafter referred to as the "City").

Section 1: Urban County Qualification Requirements

The United States Department of Housing and Urban Development (hereinafter referred to as "HUD") has determined that the County is eligible, as an "Urban County", to receive Entitlement Community Development Block Grant (CDBG) funds under Title I of the Housing and Community Development Act of 1974, as amended, to address certain needs of predominantly low and moderate income persons with CDBG funds, and any program income derived from the expenditure of CDBG funds to be made available during the period beginning with Program Year [hereinafter referred to as PY] 2024 and continuing in place and in full effect until such time in the future as the City shall elect to exclude itself, in accordance with HUD instructions and schedules. The County agrees to provide written notice to the City of its rights of future exclusion from the County CDBG Program for each successive three year qualification period, in compliance with HUD-required notification dates. HUD permits Urban Counties and their participating municipalities to execute Cooperation Agreements which are to be automatically renewed at the end of each three-year qualification period, unless changes in the Agreement are required by HUD that would necessitate the execution of a new Agreement and/or unless the participating municipality elects to be excluded from the Agreement at the beginning of each three year cycle. The County and the City agree, herein, to execute this automatically renewing Cooperation Agreement, with these special stipulations, and as further described in this Agreement, beginning with PY 2024.

Section 2: CDBG Program

The funds received under this Agreement will be used to improve the quality of housing, public facilities, certain public service capital needs, and to create and/or retain jobs, predominantly for low and moderate income persons. These funds will benefit low and moderate income citizens of the County's incorporated municipalities, if the needs of such persons in these municipalities are included in the Fulton County CDBG Program.

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By executing the CDBG Cooperation Agreement, the city understands that it:

1. May not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the urban county's CDBG program; and

2. May receive a formula allocation under the HOME Program only through the urban county. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments. (Note: This does not preclude the urban county or a unit of government participating with the urban county from applying to the State for HOME funds; and

3. May receive a formula allocation under the ESG Program only through the urban county. (Note: This does not preclude the urban county or a unit of government participating with the urban county from applying to the State for ESG funds.

Participation in this Agreement covers participation in the Community Development Block Grant [CDBG] program per HUD requirements. The County invites the participation of the incorporated municipalities located in Fulton County in the Community Development Block Grant Program, upon the respective municipalities dedicating their population counts in support of the County formula allocation of funds and the County agrees to carry out the objectives of the Housing and Community Development Act, as amended, throughout the unincorporated areas of the County and in the City.

The County agrees to allocate to the City each Program Year a CDBG "fair share" dollar amount based on the City's percentage of the County's total population, according to the 2020 or later Census, or any Bureau of Census population statistics, if approved by HUD. The City may also receive additional CDBG funds, if awarded by the Fulton County Board of Commissioners. During each Program Year, the City agrees to make priority decisions and to submit a list of eligible CDBG activities to the County. The CDBG activities shall be submitted to the County in accordance with the County's schedule for the preparation of the Consolidated Plan(s), which must be approved by HUD. The list of CDBG activities will be accepted by the County, as recommended by the City, except for activities which are ineligible under the federal program regulations. The County and the City acknowledge that neither party shall obstruct the implementation of the HUD approved Consolidated Plan(s) during the period covered by this Agreement. The County and City jointly agree to work cooperatively each program year to establish a schedule of implementation, which is responsive to the City's needs, while complying with all federal requirements. The County agrees to submit to the City, for review and comment, any plans which would affect the City, which will involve the use of CDBG funds for implementation.

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Section 3: Duration of Agreement

This Agreement remains in effect until CDBG funds have been received from HUD and have been expended by the City and the County. Neither the County nor the City can terminate or withdraw from the Cooperation Agreement while it remains in effect.

The City pledges its willingness to undertake or assist in the undertaking of eligible CDBG activities funded by the Fulton County CDBG Program. The City understands that it remains a part of the County CDBG Program beginning with PY 2024 and shall remain a member until such time, at the end of any HUD-designated three-year period, as the County provides to the City written notice, in accordance with the HUD-established instructions and schedule, and the City elects not to participate in a new qualification period. The failure of either party to adopt an amendment to the Agreement incorporating all changes necessary to meet the requirements for Cooperation Agreements set forth by HUD for a subsequent three year Urban County qualification period and to submit the amendment(s) to HUD, as required by HUD, will void the automatic renewal of such qualification period. The County will notify the City, by HUD prescribed dates, for the next and all subsequent three year qualification periods, of the City's rights to remain a party to the Agreement or elect to choose exclusion from the County CDBG Program.

It is hereby agreed to by the parties signed hereto that neither party shall terminate this Cooperation Agreement after the date first written prior to the end of any three year qualifying period. The City may choose to exclude itself from the County CDBG Program only at the beginning of each three year qualifying period, unless the City has exercised its option to exclude itself from the County CDBG Program established under the terms of the Housing and Community Development Act of 1974, as amended. The only other options for termination of this Agreement are the cancellation by HUD of its obligation to the County under the aforementioned Act, or if the County fails to quality as an Urban County, or if the County does not receive a CDBG grant in any year of the three year period previously identified. It is also agreed by the parties signed hereto that this Agreement shall remain valid until such time as:

a. HUD requires changes in the Agreement; or

b. The City shall choose to exclude itself from the County CDBG Program; or

c. The County shall no longer qualify to receive CDBG funds.

Section 4: Federal Grant Restrictions

The City understands that it may not apply for grants under the Small Cities or Department of Community Affairs [DCA] State CDBG Program from appropriations for fiscal years during the period in which it is participating in the County's CDBG Program. The City understands that it may not participate in a Consortium except through the County, regardless of whether the County receives a formula allocation.

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The County agrees to actively request the City's involvement in the Community Development Block Grant Program and the County agrees to accept the City's interest in undertaking eligible CDBG activities. The City and the County agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing within the municipal limits of said City.

Section 5: Compliance

The County and the City agree to "cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities."

The City acknowledges that it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations. The City acknowledges that it has adopted and is enforcing a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location, which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

The County and the City will take all actions necessary to ensure compliance with the County's certification under Section 104 (b) of Title I of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The City and the County also have an obligation to comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, and all other applicable laws.

The County acknowledges that it is prohibited from funding activities in or in support of any cooperating city that does not affirmatively further fair housing within its own jurisdiction or that impede the County's actions to comply with its fair housing certification. If the City undertakes any activities with Community Development Block Grant funds, the City will take all required actions to comply with the provisions of Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, and other applicable laws.

The City agrees to affirmatively further fair housing within its jurisdiction and to assist the County in the implementation of its HUD approved Consolidated Plan covering the County and the City throughout the effective term of this Agreement.

The City has affirmed that it has adopted and is enforcing:

a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and;

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b. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions."

The city understands that it may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

Section 6: CDBG Eligible Project Approval

The County will have the responsibility for approving projects as eligible for funding, after their selection by the Mayor and Council of the City. The County will also have the responsibility for preparing the Consolidated Plan and for other documents and reports to be submitted to HUD. The City will provide the necessary documentation, with technical assistance from the County, for projects funded with CDBG funds. Pursuant to the requirements of 24 CFR 570.501(b), the City agrees that it will enter into a CDBG Subrecipient Agreement [as do all Subrecipients, as set forth in 24 CFR 570.503] for each of the years during which the City remains as a participating municipality in the County CDBG Program for the use of such funds as are approved by the County for the City for each of the respective years.

Section 7: Program Income

If the City generates any program income as a result of the expenditure of CDBG funds, the provisions of 24 CFR 570.504(c), as well as the following specific stipulations, shall apply:

a. The City acknowledges that it must notify the County of any program income generated through the expenditure of CDBG funds during the calendar month that such program income is generated.

b. The City acknowledges that any such program income must be expended by the City or paid to the County at the end of the month in which the program income is generated.

c. The City further acknowledges that the County has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the generation of any such program income. The responsibility for appropriate recordkeeping by the City and reporting to the County by the City on the generation of such program income is hereby acknowledged by the City. The County agrees, herein, to provide technical assistance to the City in establishing an appropriate and proper recordkeeping and reporting system, as required by HUD.

d. In the event of close-out or change in status of the City, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 30 calendar days following the official date of the close-out or change in status. The County agrees to notify the City, in writing, should close-out or change in status of the City occur as a result of changes in CDBG Program statutes, regulations and/or instructions.

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The following standards shall apply to real property (within the control of the City) acquired or improved, in whole or in part, using CDBG funds. The standards are:

a. The City shall inform the County in writing at least thirty (30) calendar days prior to any modification or change in the use of the real property from that planned at the time of acquisition or improvements, including disposition;

b. The City shall reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds) of property acquired or improved with CDBG funds that is sold or transferred for a use which does not qualify under the CDBG regulations. Said reimbursement shall be provided to the County at the time of sale or transfer of the property referenced, herein.

c. Any program income generated from the disposition or transfer of property prior to or subsequent to the close-out, change of status or termination of the Cooperation Agreement between the County and the City shall be repaid to the County at the time of disposition or transfer of the property.

Section 8: Authorizations

The Mayor of **Palmetto City Hall** is hereby authorized to execute any and all documents necessary as a condition for the City's participation under the terms of the aforementioned Housing and Community Development Act of 1974, as amended.

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Section 9: Agreement Execution

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures on the dates specified below:

For The City of Palmetto, Palmetto City Hall

J. Clark Boddie, Mayor of The City of Palmetto, Palmetto City Hall

J. Clark Boddie, Mayor
Typed or printed name and title

7/3/23
Date of Signature

Attest: Cynthia Hanson
Signature

Cynthia Hanson, City Clerk
Attestor Typed or printed name and title

7/3/23
Date of Signature

DocuSigned by:
Pamela Roshell
800BACEC8AB1407...
Pamela Roshell, PhD, Chief Operating Officer

09/14/2023
Date of Signature

For Fulton County:

DocuSigned by:
Robert L. Pitts
14E1B4AA5F6A44A...
Robb L. Pitts, Chairman
Fulton County Board of Commissioners

09/14/2023
Date of Signature

Attest: DocuSigned by: Tonya Grier
EEC476C4837648D...
County Clerk

Tonya Grier, Clerk to the Commission
Attestor Type or printed name and title

09/14/2023
Date of Signature

[IMPRINT COUNTY S...

DocuSigned by:
Stanley Wilson
5E4D76DFB4A0450...
Stanley Wilson, Director, Community Development

09/13/2023
Date of Signature

The City of Palmetto, Palmetto City Hall Resolution Item Number: 2023-08

City Council Approval Meeting Date: 7/3/23

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Section 10: City Clerk Certification

Name of City: The City of Palmetto, Palmetto City Hall.

This is to certify that the authority to execute the attached Cooperation Agreement with the Fulton County Board of Commissioners for participation in the Fulton County Community Development Block Grant Program, for Urban County qualification beginning with PY 2024, and continuing until such time for future Urban County qualification periods as the City might choose to exclude itself from the Fulton County Government Community Development Block Grant Program, was approved and adopted in the regular meeting of the City Council held on:

This is to further certify that the attached is a true and correct copy of said "Cooperation Agreement," as approved at the City Council meeting held on the date written above.

Cynthia Hanson
Signature of City Clerk

Cynthia Hanson
Print Name of City Clerk

7/3/23
Date

Tammy Stevenson
Attest: Signature

Tammy Stevenson
Print Name of Attestor

7/3/23
Date of Signature

EQUAL HOUSING OPPORTUNITY

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Section 11: Legal Opinion

For The City of Palmetto, Palmetto City Hall.

LEGAL OPINION OF THE CITY ATTORNEY:

I do hereby certify that the terms and provisions of the Fulton County Urban Cooperation Agreement are fully authorized under State and local law, and the Agreement provides full legal authority for the Urban County to undertake or assist in undertaking activities for the Community Development Block Grant Program.

Approved: _____ **City Attorney**

Dennis A. Davenport **Name of City Attorney [Typed or Printed]**

July 3, 2023 Date of Approval

For Fulton County

LEGAL OPINION OF THE COUNTY ATTORNEY:

I do hereby certify that the terms and provisions of the Fulton County Urban Cooperation Agreement are fully authorized under State and local law, and the Agreement provides full legal authority for the Urban County to undertake or assist in undertaking activities for the Community Development Block Grant Program.

Approved: DocuSigned by: David Lowman 0EC92EDADEFB4B8... **Office of The Fulton County Attorney**

09/14/2023 Date of Approval

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U.S. Department of Housing and Urban Development

CDBG Program Urban County Qualification

COOPERATION AGREEMENT

FOR

Fulton County, Georgia

and

Union City

Program Years

January 1, 2024 – December 31, 2026

AUTHORITY: HUD - NOTICE CPD-19-04

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TABLE OF CONTENTS

Section 1: Urban County Qualification Requirements 3

Section 2: CDBG Program 3

Section 3: Duration of Agreement 5

Section 4: Federal Grant Restrictions 5

Section 5: Compliance 6

Section 6: CDBG Eligible Project Approval. 7

Section 7: Program Income 7

Section 8: Authorizations 8

Section 9: Agreement Execution 9

Section 10: City Clerk Certification 10

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FULTON COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

COOPERATION AGREEMENT

[AUTHORITY: CPD NOTICE 19-04; MARCH 2019]
Program Year 2024 - 2026

This Cooperation Agreement made this 6 day of September, 2023 by Fulton County, a political subdivision of the State of Georgia (hereinafter referred to as the "County") and **Union City**, a municipal corporation located in Fulton County (hereinafter referred to as the "City").

Section 1: Urban County Qualification Requirements

The United States Department of Housing and Urban Development (hereinafter referred to as "HUD") has determined that the County is eligible, as an "Urban County", to receive Entitlement Community Development Block Grant (CDBG) funds under Title I of the Housing and Community Development Act of 1974, as amended, to address certain needs of predominantly low and moderate income persons with CDBG funds, and any program income derived from the expenditure of CDBG funds to be made available during the period beginning with Program Year [hereinafter referred to as PY] 2024 and continuing in place and in full effect until such time in the future as the City shall elect to exclude itself, in accordance with HUD instructions and schedules. The County agrees to provide written notice to the City of its rights of future exclusion from the County CDBG Program for each successive three year qualification period, in compliance with HUD-required notification dates. HUD permits Urban Counties and their participating municipalities to execute Cooperation Agreements which are to be automatically renewed at the end of each three-year qualification period, unless changes in the Agreement are required by HUD that would necessitate the execution of a new Agreement and/or unless the participating municipality elects to be excluded from the Agreement at the beginning of each three year cycle. The County and the City agree, herein, to execute this automatically renewing Cooperation Agreement, with these special stipulations, and as further described in this Agreement, beginning with PY 2024.

Section 2: CDBG Program

The funds received under this Agreement will be used to improve the quality of housing, public facilities, certain public service capital needs, and to create and/or retain jobs, predominantly for low and moderate income persons. These funds will benefit low and moderate income citizens of the County's incorporated municipalities, if the needs of such persons in these municipalities are included in the Fulton County CDBG Program.

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By executing the CDBG Cooperation Agreement, the city understands that it:

1. May not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the urban county's CDBG program; and

2. May receive a formula allocation under the HOME Program only through the urban county. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments. (Note: This does not preclude the urban county or a unit of government participating with the urban county from applying to the State for HOME funds; and

3. May receive a formula allocation under the ESG Program only through the urban county. (Note: This does not preclude the urban county or a unit of government participating with the urban county from applying to the State for ESG funds.

Participation in this Agreement covers participation in the Community Development Block Grant [CDBG] program per HUD requirements. The County invites the participation of the incorporated municipalities located in Fulton County in the Community Development Block Grant Program, upon the respective municipalities dedicating their population counts in support of the County formula allocation of funds and the County agrees to carry out the objectives of the Housing and Community Development Act, as amended, throughout the unincorporated areas of the County and in the City.

The County agrees to allocate to the City each Program Year a CDBG "fair share" dollar amount based on the City's percentage of the County's total population, according to the 2020 or later Census, or any Bureau of Census population statistics, if approved by HUD. The City may also receive additional CDBG funds, if awarded by the Fulton County Board of Commissioners. During each Program Year, the City agrees to make priority decisions and to submit a list of eligible CDBG activities to the County. The CDBG activities shall be submitted to the County in accordance with the County's schedule for the preparation of the Consolidated Plan(s), which must be approved by HUD. The list of CDBG activities will be accepted by the County, as recommended by the City, except for activities which are ineligible under the federal program regulations. The County and the City acknowledge that neither party shall obstruct the implementation of the HUD approved Consolidated Plan(s) during the period covered by this Agreement. The County and City jointly agree to work cooperatively each program year to establish a schedule of implementation, which is responsive to the City's needs, while complying with all federal requirements. The County agrees to submit to the City, for review and comment, any plans which would affect the City, which will involve the use of CDBG funds for implementation.

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The City pledges its willingness to undertake or assist in the undertaking of eligible CDBG activities funded by the Fulton County CDBG Program. The City understands that it remains a part of the County CDBG Program beginning with PY 2024 and shall remain a member until such time, at the end of any HUD-designated three-year period, as the County provides to the City written notice, in accordance with the HUD-established instructions and schedule, and the City elects not to participate in a new qualification period. The failure of either party to adopt an amendment to the Agreement incorporating all changes necessary to meet the requirements for Cooperation Agreements set forth by HUD for a subsequent three year Urban County qualification period and to submit the amendment(s) to HUD, as required by HUD, will void the automatic renewal of such qualification period. The County will notify the City, by HUD prescribed dates, for the next and all subsequent three year qualification periods, of the City's rights to remain a party to the Agreement or elect to choose exclusion from the County CDBG Program.

It is hereby agreed to by the parties signed hereto that neither party shall terminate this Cooperation Agreement after the date first written prior to the end of any three year qualifying period. The City may choose to exclude itself from the County CDBG Program only at the beginning of each three year qualifying period, unless the City has exercised its option to exclude itself from the County CDBG Program established under the terms of the Housing and Community Development Act of 1974, as amended. The only other options for termination of this Agreement are the cancellation by HUD of its obligation to the County under the aforementioned Act, or if the County fails to quality as an Urban County, or if the County does not receive a CDBG grant in any year of the three year period previously identified. It is also agreed by the parties signed hereto that this Agreement shall remain valid until such time as:

a. HUD requires changes in the Agreement; or

b. The City shall choose to exclude itself from the County CDBG Program; or

c. The County shall no longer qualify to receive CDBG funds.

Section 4: Federal Grant Restrictions

The City understands that it may not apply for grants under the Small Cities or Department of Community Affairs [DCA] State CDBG Program from appropriations for fiscal years during the period in which it is participating in the County's CDBG Program. The City understands that it may not participate in a Consortium except through the County, regardless of whether the County receives a formula allocation.

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The County and the City agree to "cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities."

The City acknowledges that it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations. The City acknowledges that it has adopted and is enforcing a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location, which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

The County and the City will take all actions necessary to ensure compliance with the County's certification under Section 104 (b) of Title I of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The City and the County also have an obligation to comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, and all other applicable laws.

The County acknowledges that it is prohibited from funding activities in or in support of any cooperating city that does not affirmatively further fair housing within its own jurisdiction or that impede the County's actions to comply with its fair housing certification. If the City undertakes any activities with Community Development Block Grant funds, the City will take all required actions to comply with the provisions of Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, and other applicable laws.

The City agrees to affirmatively further fair housing within its jurisdiction and to assist the County in the implementation of its HUD approved Consolidated Plan covering the County and the City throughout the effective term of this Agreement.

The City has affirmed that it has adopted and is enforcing:

a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and;

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FULTON COUNTY
Department of Community Development

137 Peachtree Street, S.W.
Suite 300
Atlanta, Georgia 30303
Phone: (404) 613-7944
Fax: (404) 612-0708
Georgia Relay Number 711

b. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions."

The city understands that it may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

Section 6: CDBG Eligible Project Approval

The County will have the responsibility for approving projects as eligible for funding, after their selection by the Mayor and Council of the City. The County will also have the responsibility for preparing the Consolidated Plan and for other documents and reports to be submitted to HUD. The City will provide the necessary documentation, with technical assistance from the County, for projects funded with CDBG funds. Pursuant to the requirements of 24 CFR 570.501(b), the City agrees that it will enter into a CDBG Subrecipient Agreement [as do all Subrecipients, as set forth in 24 CFR 570.503] for each of the years during which the City remains as a participating municipality in the County CDBG Program for the use of such funds as are approved by the County for the City for each of the respective years.

Section 7: Program Income

If the City generates any program income as a result of the expenditure of CDBG funds, the provisions of 24 CFR 570.504(c), as well as the following specific stipulations, shall apply:

a. The City acknowledges that it must notify the County of any program income generated through the expenditure of CDBG funds during the calendar month that such program income is generated.

b. The City acknowledges that any such program income must be expended by the City or paid to the County at the end of the month in which the program income is generated.

c. The City further acknowledges that the County has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the generation of any such program income. The responsibility for appropriate recordkeeping by the City and reporting to the County by the City on the generation of such program income is hereby acknowledged by the City. The County agrees, herein, to provide technical assistance to the City in establishing an appropriate and proper recordkeeping and reporting system, as required by HUD.

d. In the event of close-out or change in status of the City, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 30 calendar days following the official date of the close-out or change in status. The County agrees to notify the City, in writing, should close-out or change in status of the City occur as a result of changes in CDBG Program statutes, regulations and/or instructions.

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The following standards shall apply to real property (within the control of the City) acquired or improved, in whole or in part, using CDBG funds. The standards are:

a. The City shall inform the County in writing at least thirty (30) calendar days prior to any modification or change in the use of the real property from that planned at the time of acquisition or improvements, including disposition;

b. The City shall reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds) of property acquired or improved with CDBG funds that is sold or transferred for a use which does not qualify under the CDBG regulations. Said reimbursement shall be provided to the County at the time of sale or transfer of the property referenced, herein.

c. Any program income generated from the disposition or transfer of property prior to or subsequent to the close-out, change of status or termination of the Cooperation Agreement between the County and the City shall be repaid to the County at the time of disposition or transfer of the property.

Section 8: Authorizations

The Mayor of **Union City** is hereby authorized to execute any and all documents necessary as a condition for the City's participation under the terms of the aforementioned Housing and Community Development Act of 1974, as amended.

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EQUAL HOUSING OPPORTUNITY

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FULTON COUNTY

Department of Community Development

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Section 9: Agreement Execution

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures on the dates specified below:

For The City of Union, Union City

Vince Williams, Mayor of The City of Union, Union City

Vince R. Williams, Mayor
Typed or printed name and title

6/20/23
Date of Signature

Attest: Shandrella Jewett
Signature

Shandrella Jewett, City Clerk
Attestor Typed or printed name and title

6/20/23
Date of Signature

DocuSigned by:
Pamela Roshell
800BACEC8AB1407...
Pamela Roshell, PhD, Chief Operating Officer

09/14/2023
Date of Signature

For Fulton County:

DocuSigned by:
Robert L. Pitts
14E1B4AA5F6A44A...
Robb L. Pitts, Chairman
Fulton County Board of Commissioners

09/14/2023
Date of Signature

Attest: DocuSigned by: Tonya Grier EEC476C4837648D...
County Clerk

Tonya Grier, Clerk to the Commission
Attestor Type or printed name and title

09/14/2023
Date of Signature

[IMPRINT COUNTY SEAL HERE]

DocuSigned by:
Stanley Wilson
5E4D76DFB4A0450...
Stanley Wilson, Director, Community Development

09/13/2023
Date of Signature

The City of Union, Union City Resolution Item Number: 2023-07

City Council Approval Meeting Date: 6/20/23

DocuSign Envelope ID: F98BA236-F78B-4C81-8EC1-2A5F44EC183D

FULTON COUNTY

Department of Community Development

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Section 10: City Clerk Certification

Name of City: The City of Union, Union City .

This is to certify that the authority to execute the attached Cooperation Agreement with the Fulton County Board of Commissioners for participation in the Fulton County Community Development Block Grant Program, for Urban County qualification beginning with PY 2024, and continuing until such time for future Urban County qualification periods as the City might choose to exclude itself from the Fulton County Government Community Development Block Grant Program, was approved and adopted in the regular meeting of the City Council held on:

This is to further certify that the attached is a true and correct copy of said "Cooperation Agreement," as approved at the City Council meeting held on the date written above.

Shandrella Jewett
Signature of City Clerk

Shandrella Jewett
Print Name of City Clerk

6/20/23
Date

Pat Leverette
Attest: Signature

PAT LEVERETTE
Print Name of Attestor

6-20-2023
Date of Signature

EQUAL HOUSING OPPORTUNITY

Fulton County 1 in 3

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FULTON COUNTY

Department of Community Development

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Section 11: Legal Opinion

For The City of Union, Union City .

LEGAL OPINION OF THE CITY ATTORNEY:

I do hereby certify that the terms and provisions of the Fulton County Urban Cooperation Agreement are fully authorized under State and local law, and the Agreement provides full legal authority for the Urban County to undertake or assist in undertaking activities for the Community Development Block Grant Program.

Approved: _____ **City Attorney**

Patrick A. Stough **Name of City Attorney [Typed or Printed]**

6/20/2023 Date of Approval

For Fulton County

LEGAL OPINION OF THE COUNTY ATTORNEY:

I do hereby certify that the terms and provisions of the Fulton County Urban Cooperation Agreement are fully authorized under State and local law, and the Agreement provides full legal authority for the Urban County to undertake or assist in undertaking activities for the Community Development Block Grant Program.

Approved: DocuSigned by: David Lowman 0EC92EDADEFB4B8... **Office of The Fulton County Attorney**

09/14/2023
Date of Approval

DocuSign Envelope ID: F98BA236-F78B-4C81-8EC1-2A5F44EC183D

CITY OF UNION CITY

COUNTY OF FULTON

RESOLUTION NO.

2023 - 07

A RESOLUTION OF THE MAYOR AND COUNCIL FOR THE CITY OF UNION CITY, GEORGIA, AUTHORIZING THE CITY OF UNION CITY TO ENTER INTO AN AGREEMENT WITH FULTON COUNTY, GEORGIA FOR ITS CONTINUAL PARTICIPATION IN THE FULTON COUNTY URBAN COUNTY CDBG PROGRAM; PROVIDING FOR THE PUBLIC HEALTH, SAFETY AND WELFARE; AND FOR OTHER PURPOSES.

W I T N E S S E T H:

WHEREAS, the City of Union City desires to obtain Federal funding through the CDBG program in Fulton County for the completion of projects; and

WHEREAS, in order to receive Federal funding through a CDBG program in Fulton County the City of Union City is required to participate in the next Cooperation Agreement for Program Years January 1, 2024 – December 31, 2026 (the "Cooperation Agreement"); and

WHEREAS, the City of Union City desires to participate in the Cooperation Agreement; and

WHEREAS, the City of Union City will authorize its Mayor and City Clerk to execute and certify all necessary documents for the City of Union City to participate in the Cooperation Agreement.

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NOW, THEREFORE, BE IT RESOVLED, that the City of Union City hereby authorizes the Mayor and City Clerk to execute and certify all necessary documents for the City to participate in the Cooperation Agreement.

SO RESOLVED this 20th day of June, 2023.

MAYOR AND COUNCIL FOR
THE CITY OF UNION CITY

(SEAL)

By: _____
VINCE R. WILLIAMS, Mayor

ATTEST:

_____
Shandrella Jewett, City Clerk

Approved as to form:

_____
City Attorney

GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, we recommend reporting this to the Department of Community Affairs.

COUNTY: FULTON COUNTY	**Service: Human Resources Management**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):**Type Name of the single Government, Authority or Organization Here**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of the single Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Fulton County, Alpharetta, Atlanta, Chattahoochee Hills, South Fulton, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, Union City**

e.) ☐ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.



SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County, Alpharetta, Atlanta	Grants, General Funds
Chattahoochee Hills, South Fulton	Grants, General Funds
College Park, East Point, Fairburn	Grants, General Funds
Hapeville, Johns Creek, Milton	Grants, General Funds
Mountain Park, Palmetto, Roswell	Grants, General Funds
Sandy Springs, Union City	Grants, General Funds

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

Added more cities since the last SDS submission

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

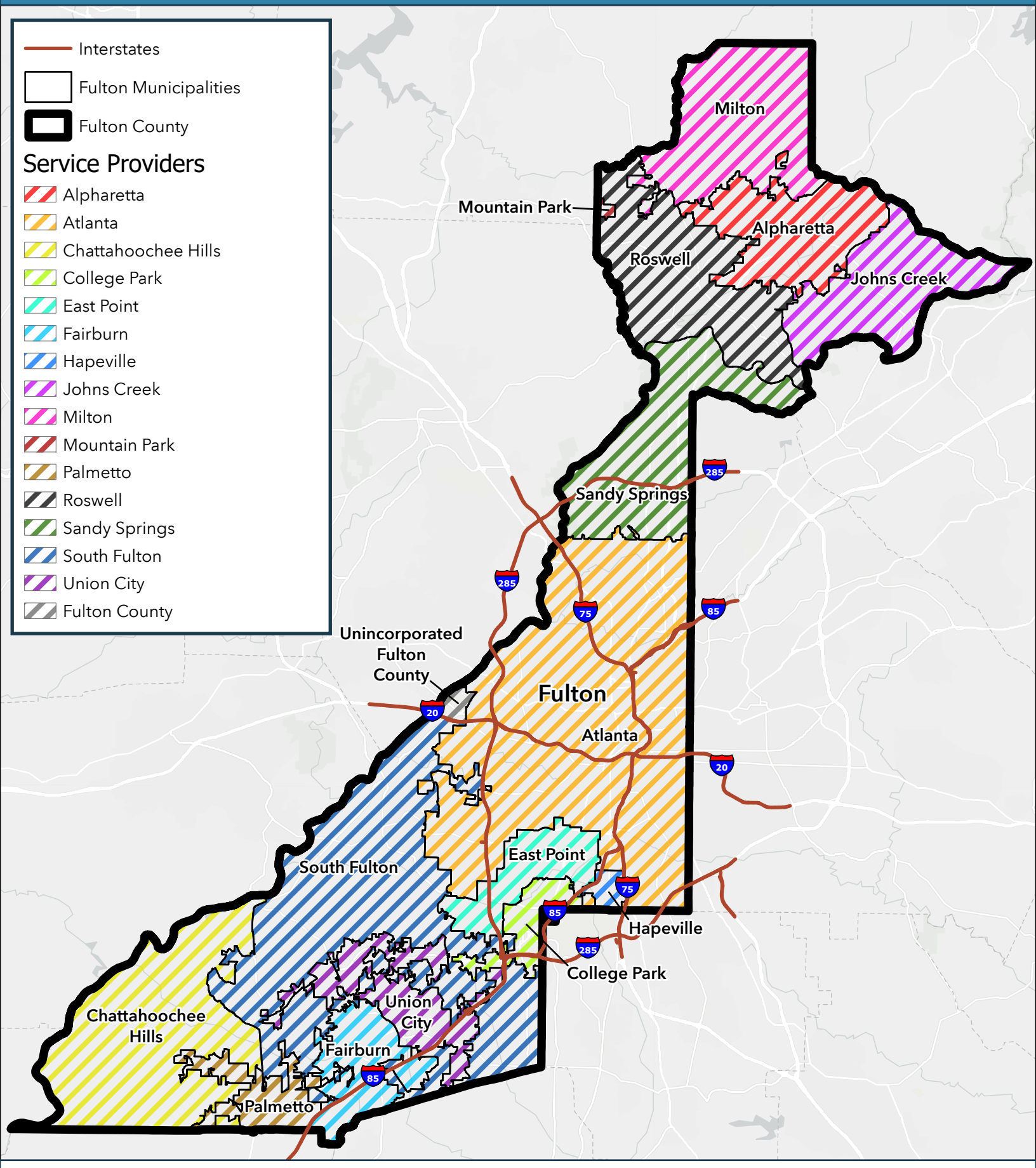
Not Applicable

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

Fulton County - SDS 2026 Human Resources Management Service Map



GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, we recommend reporting this to the Department of Community Affairs.

COUNTY: FULTON COUNTY	**Service: Information Technology (IT) Services**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):**Type Name of the single Government, Authority or Organization Here**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of the single Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Fulton County, Alpharetta, Atlanta, Chattahoochee Hills, South Fulton, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, Union City**

e.) ☐ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.



SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County, Alpharetta, Atlanta	Grants, General Funds, Fees
Chattahoochee Hills, South Fulton	Grants, General Funds, Fees
College Park, East Point, Fairburn	Grants, General Funds, Fees
Hapeville, Johns Creek, Milton	Grants, General Funds, Fees
Mountain Park, Palmetto, Roswell	Grants, General Funds, Fees
Sandy Springs, Union City	Grants, General Funds, Fees

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

Added more cities since the last SDS submission

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

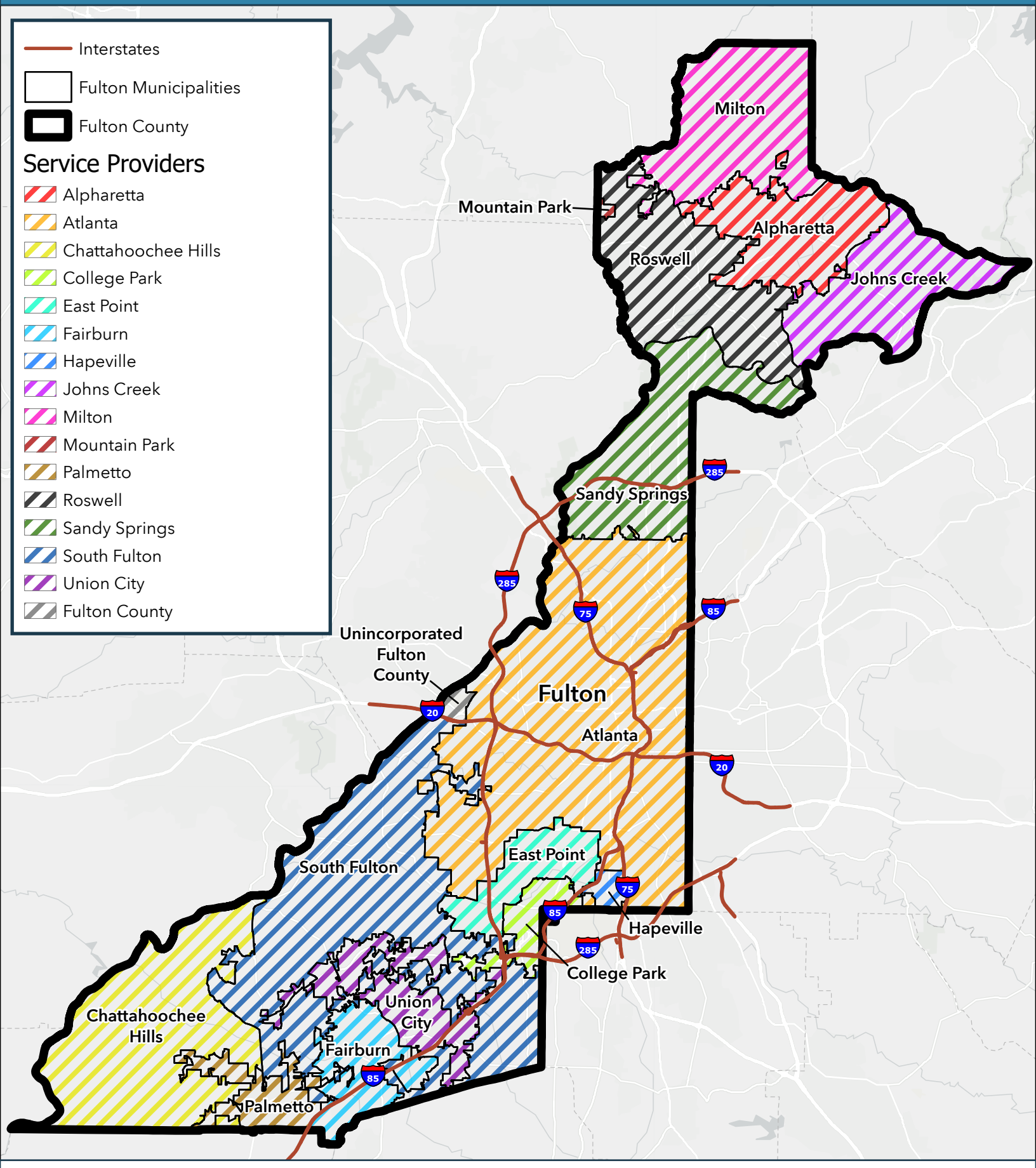
Not Applicable

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

Fulton County - SDS 2026 Information Technology (IT) Services Map



GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY: FULTON COUNTY	**Service: Jail Operations and Detention (Felony/Misd)**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☒ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):**Fulton County**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of the single Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

e.) ☐ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County	Grants, General Funds, Fees, Fines

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

No Change

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
ACDC Agreement	Fulton County and the City of Atlanta	01/01/2023 - 12/31/2026
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
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6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

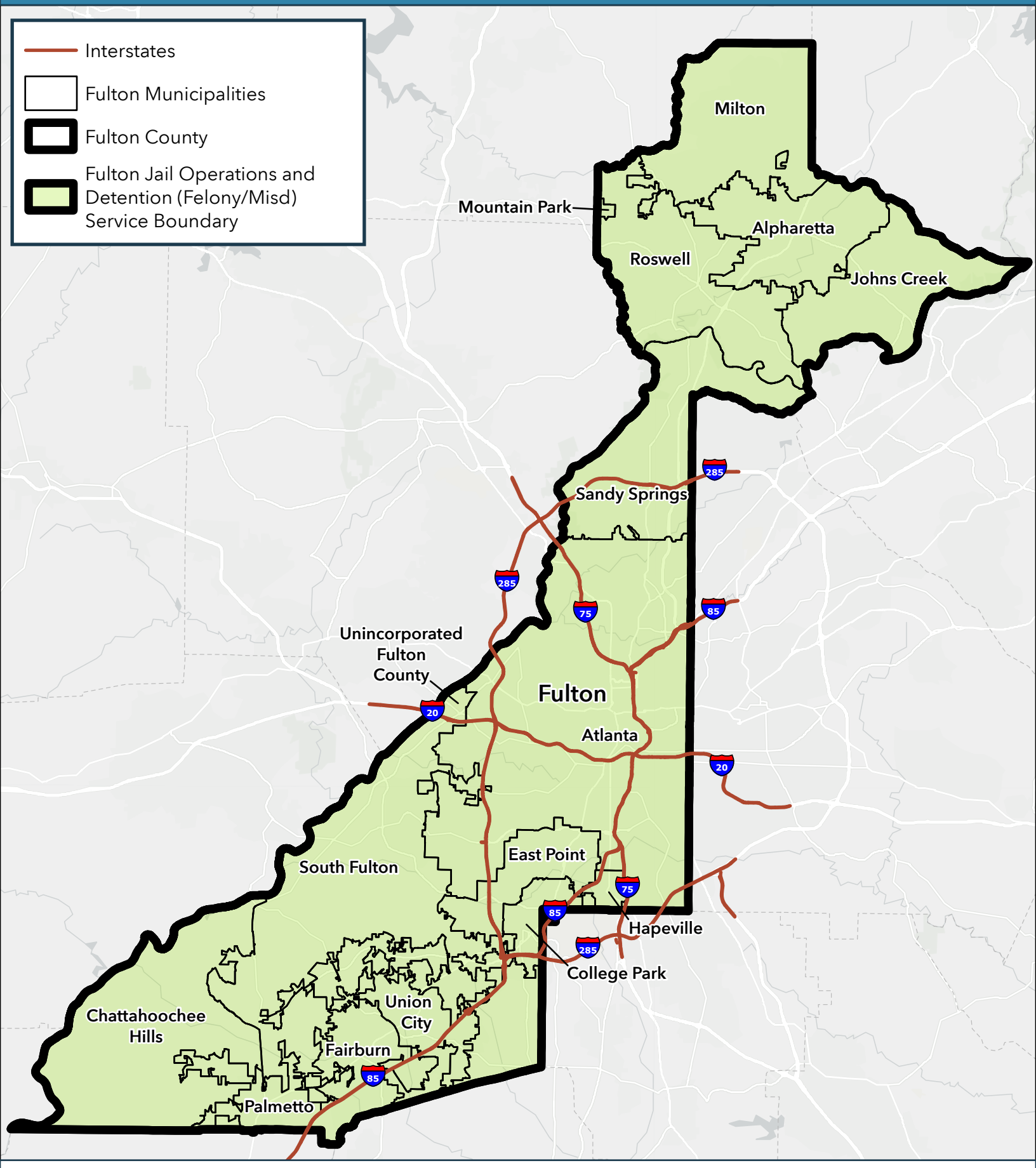
Not Applicable

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

Fulton County - SDS 2026 Jail Operations and Detention (Felony/Misd) Service Map



GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

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COUNTY: FULTON COUNTY	**Service: Jail Operations and Detention (Municipal)**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):**Type Name of the single Government, Authority or Organization Here**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of the single Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Fulton County, Alpharetta, Atlanta, Chattahoochee Hills, South Fulton, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, Union City**

e.) ☐ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.



SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County, Alpharetta, Atlanta	Grants, General Funds, Fees, Fines
Chattahoochee Hills, South Fulton	Grants, General Funds, Fees, Fines
College Park, East Point, Fairburn	Grants, General Funds, Fees, Fines
Hapeville, Johns Creek, Milton	Grants, General Funds, Fees, Fines
Mountain Park, Palmetto, Roswell	Grants, General Funds, Fees, Fines
Sandy Springs, Union City	Grants, General Funds, Fees, Fines

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

More cities have been added since the last SDS submission

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Forsyth County IGA	Forsyth County and Johns Creek	07/01/2026 - until termination
East Point and Union City	East Point and Union City	10/21/2019 - 50 years
Roswell and Cherokee	List Contracting Parties Here	Effective - End
Alpharetta and Milton	Alpharetta and Milton	07/01/26 - 06/30/29
Palmetto and Coweta County	List Contracting Parties Here	02/04/20 -yearly renewal
Chattahoochee Hills and Douglas	List Contracting Parties Here	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

Each of the cities is responsible for their own municipal inmates for jail operations and detention.

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

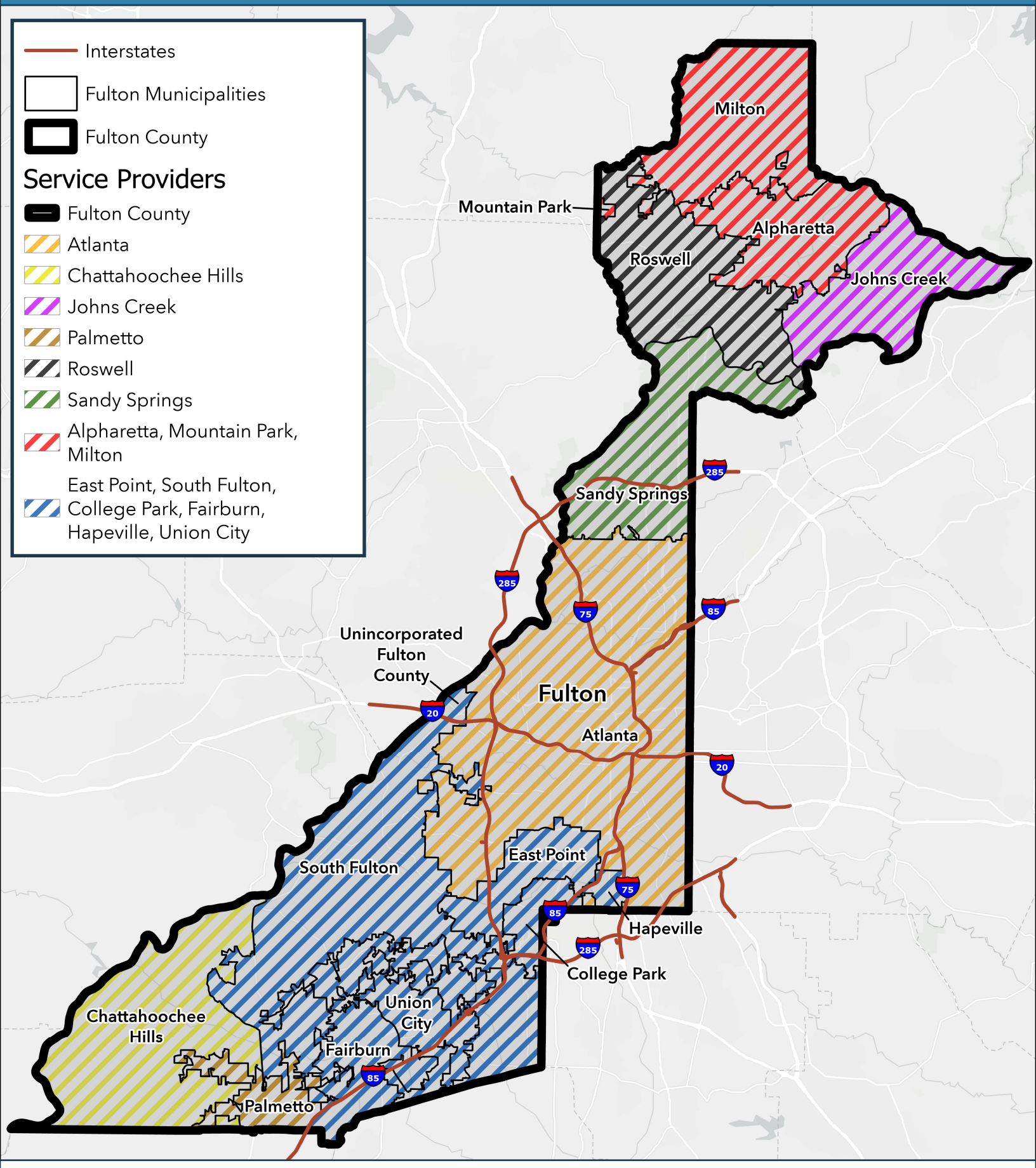
If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

SUPPLEMENTAL PAGE TO FORM 2 – Jail Operations Municipal

Agreements Continued:

Agreement Name	Contracting Parties	Effective and Ending Dates
Sandy Springs IGA	Sandy Springs and Alpharetta	07/01/26 - 06/30/29
Sandy Springs and Lumpkin County	Sandy Springs and Lumpkin County Sheriff's Office	08/25/26 - 5 performance years

Fulton County - SDS 2026 Jail Operations and Detention (Municipal) Service Map



FULTON COUNTY

State of Georgia
County of Douglas

AGREEMENT

THIS AGREEMENT is entered into on the date last written below between Douglas County, Georgia (hereinafter referred to as the "**County**") and the City of Chattahoochee Hills, Georgia, (hereinafter referred to as the "**City**").

WHEREAS, the parties hereto desire to enter into an Agreement providing for the housing, custody and care at the County Jail, located at 8470 Earl D. Lee Blvd., Douglasville, GA 30134 (the "**County Jail**"), of certain persons arrested by the police department of the City and/or under sentence from the Chattahoochee Hills Municipal Court; and

WHEREAS, the parties desire to provide for payment to the County for such prisoner care, and to provide for other details, conditions and provisions in regard to such prisoner care; and

WHERAS, this Agreement is authorized pursuant to the provisions of O.C.G.A. Section 15-21-90 et seq.

NOW THEREFORE, it is agreed as follows:

ARTICLE I.

CARE AND HOUSING OF PRISONERS

1. **Prisoner Housing.** The County agrees to reserve in the County Jail adequate bed space and to assume the care, custody and control of City Prisoners. "**City Prisoners**" are: (1) all persons arrested by the police department of the City and awaiting appearance before the Municipal Court of the City for offenses arising out of violations of State Law, City Ordinances or both; and (2) all persons sentenced to jail terms by the Municipal Court of the City for offenses arising out of violations of State Law, City Ordinances or both.

2. **Prisoner Care.** The County agrees to accept prisoners at the County Jail pursuant to this Agreement upon their presentation by police officers of the City presenting proper law enforcement credentials. The County agrees to provide secure custody, care and safekeeping for said prisoners in accordance with state and local laws, standards, policies, procedures, and court orders applicable to the operation of the County Jail. City Prisoners will be provided the same rights and privileges as other prisoners housed in the County Jail and will incur the same duties and obligations of other such prisoners under County Jail policies and procedures. See sections 9 and 14 for prisoners' medical care and personal property.

3. **Refusal.** The County reserves the right to refuse to accept any City Prisoner who is unconscious, has an infectious disease, or has any other medical condition requiring immediate medical attention.

4. **Interview.** The County agrees to provide access within one (1) hour of request to City Prisoners for the purpose of interviews by the City Police Department.

5. **Trusty.** The County agrees to make at least one (1) inmate available to the City Police Department for use as a trusty by the City. The City shall receive the designated prisoner each day from the Jail at 8:00 a.m. and return the prisoner to the Jail no later than 5:00 p.m.

6. **Release.** No City Prisoner shall be released without permission of the City into the custody of other federal, state or local official other than the City, for any reason except in an emergency situation. City Prisoners sought by other federal, state or local officials shall first be released by the City before the County shall transfer custody to another jurisdiction.

7. **Coordination.** A representative of the City and County shall be available on a daily basis to discuss problems or issues pertaining to the housing and administration of City Prisoners. The City representative shall be the Chief of Police or his designated representative, and the County representative shall be the Sheriff or his designated representative.

8. **Transportation.** The City shall be responsible for providing transportation for all City Prisoners, except in the event of an emergency, including transportation for Court appearances, non-emergency medical or dental care, or interviewing. The City shall normally provide at least two (2) hours advance notice prior to transporting any City Prisoner from the County Jail.

9. **Injury and Medical Costs.** The County agrees to pay the cost of medical and dental treatment that may become necessary for City Prisoners due to the negligent acts or omissions of County personnel while such prisoners are in the care, custody, and control of the County. The City agrees to pay for all medical, dental and prescription drug expenses incurred by City Prisoners, provided that such treatment or expense is not made necessary by the negligent acts or omissions of County personnel. The parties agree that medical and dental care for City Prisoners at the Jail shall be provided as follows:

a. Routine non-emergency care. The County agrees to provide City Prisoners with that level of non-emergency medical and dental care provided within the County Jail for other prisoners. The charge for this care is included in the $80.00 per day per prisoner fee for routine processing, housing and daily care set forth in Article II, Section 15 below.

b. Non-routine non-emergency care. The City will pay for non-emergency medical and dental care provided by outside health care practitioners only when authorization for such care has been given by the Chief of Police, Deputy Chief or administrative officer in advance of the treatment. All such authorized medical and dental expenses payable by the City shall be reimbursed to the

County where the County has paid for such care, or to the practitioner if the County has not paid, within thirty (30) days of presentation of an itemized statement of costs. The County shall not be responsible for providing or paying for any such non-routine non-emergency care not approved by the Chief of Police, Deputy Chief, or other administrative officer of the City in advance. City inmates that accrue non-emergency expenses for non-generic medications for specific issues (including, but not limited to HIV, Hepatitis C, hemophilia, dialysis, chemotherapy, biologics), as well as all off-site care and services, will be billed separately, through a third-party medical provider, and the cost is not included in the predetermined amount mentioned above.
The City shall provide personnel to transport and guard its prisoners while receiving medical treatment outside the County Jail. In the event it is necessary for City Prisoners to be transported by County personnel, the City shall relieve County personnel of such escort or guard duty as soon as practicable.

c. Emergency care. The County agrees to immediately notify the City of the need to remove any City prisoner for emergency medical or dental care. If a physician certifies that medical treatment is required, the City shall provide for such treatment or remove the prisoner from the County Jail at the earliest practicable time. In the absence of a response from the City to a medical or dental emergency, the County shall provide for medical treatment, and the City shall reimburse the County for such treatment. The $80 per day fee shall continue to accrue unless the City prisoner is removed from the Jail for medical treatment and remains removed for at least 24 hours. The per diem shall restart immediately upon the City prisoner's return to the County Jail. The County shall be held harmless and indemnified by the City for any cause of action during which the County is acting on the City's behalf or during those times in which a City Prisoner is within the care, custody and control of the City. The City shall be responsible for the transportation of City Prisoners in case of any Emergency. However, in the event the County shall incur expenses as a result of transporting City Prisoners during any Emergency, the City will reimburse the County for any and all such expenses reasonably incurred by the County as more specifically described in subparagraph (d).

d. Reimbursement: In the event that County employees provide transportation services for City prisoners, the City shall reimburse the County at a rate of ($.70) cents per mile (subject to change based on IRS standard mileage rates in the then current year) plus the hourly cost of $32.50 per hour for the deputy providing transportation. The City shall make such reimbursement upon written demand by the County of payment of such costs incurred within thirty (30) days, which demand shall be made only once in any given calendar month. The County shall submit invoices to be paid within thirty (30) days of receipt.

e. Emergency defined: For the purpose of this Agreement, an Emergency shall be defined as a reasonably unforeseen occurrence with a potential to endanger personal safety or health, or cause substantial damage to property, that calls for immediate remedial action.

10. **Background Information.** The City shall provide to the County all relevant information concerning the classification and background of the City Prisoner at the time of transfer to the County Jail. The City shall also supply the County with any available medical information with respect to any City Prisoner transferred to the County Jail.

11. **Booking.** The City will process all City Prisoners prior to transferring them to the County Jail. The City shall provide the County with a copy of arrest sheets, a City book-in sheet, and a pre-arrest book-in card. City personnel shall be allowed to use the County's finger-print machine as needed in connection with bookings in accordance with Georgia Crime Information Center guidelines. The County shall obtain required medical screenings and emergency contact information upon the inmate's delivery to the County Jail. For the purposes of determining a day, the $80.00 fee begins when City prisoner is booked into the County jail, regardless of time of day. The day a City prisoner is released from the County Jail, regardless of time of day, is also counted as a day for the purposes of the daily fee

12. **Bonding and Pre-Trial Matters.** Bonding for City Prisoners shall be done by City personnel apart from the County Jail. Subsequent to bonding, the City shall provide the County with a release authorization. It shall not be the responsibility of the County to provide or arrange for bond hearings, preliminary hearing, trial or other court appearances before any judicial officer as required by law for any City Prisoner. It shall not be the responsibility of the County to provide Court appointed counsel for City Prisoners.

13. **Sentence Completion.** When a City Prisoner is sentenced to incarceration by the City's Municipal Court and is to be housed at the County Jail, the City shall provide the County a copy of the sentence order signed by a committing judge, a release date as determined by the City, and a signed release authorization for that release date. City Prisoners may be assigned work details the same as County prisoners. Except as otherwise required by law, City Prisoners shall have sentence time computed in the same fashion as County inmates, including credit for "good" time.

14. **Uniform/Personal Property.** The County shall provide City Prisoners with uniforms, footwear, and personal hygiene items including but not limited to, soap, toothpaste, toothbrushes, and deodorant. The County will not accept personal property not taken directly from a City prisoner's person. However, the County will accept personal property taken directly from the City prisoner's person, such as rings, keys, and watches. Such property shall be turned over to the County Jail in a sealed property bag inventoried by the City. For the purposes of this Paragraph, items are deemed to be located on a prisoner's person if they are located directly on the body of the prisoner or in the clothes worn by a prisoner.

15. **Rules And Regulations.** City Prisoners shall be required to abide by all Rules and Regulations of the County Jail. Any disciplinary actions against Prisoners shall be handled in accordance with the County's standard operating procedure and policies for the Jail (a copy of which shall be provided to the City upon receipt of a written demand by the City). The City shall retrieve any City prisoners reasonably deemed unfit by the County for detention in the Jail within one (1) hour after receipt from the County of notice requesting the retrieval of such City prisoner(s).

Article II.

PAYMENT

16. **Add-On Funds.** The City agrees to collect and impose an additional penalty of ten percent (10%) of the original fine for each offense against the criminal or traffic laws of this state or any ordinance of the City when such cases are tried in the Municipal Court of the City (the "Add-On Funds").

For cases disposed of prior to trial in the Chattahoochee Hills Municipal Court, the City agrees to impose and collect an additional sum equal to ten percent (10%) of the original amount of any bail or bond posted, in any case involving a violation of the criminal or traffic laws of this state or violation of an ordinance of the City.

The City further agrees to remit the sums collected, pursuant to the above paragraphs, to the governing authority of Douglas County promptly and concurrently with any supplemental payments required by Section 15 of this Agreement on a monthly basis, and to provide accounting documentation detailing the amount of such sums collected and remitted to the County at the time such sums are remitted on a monthly basis. The parties acknowledge that timely payment is a material term of this Agreement.

The County agrees to segregate from the other County funds the revenues received from the City 10% add-on funds authorized under O.C.G.A., Section 15-21-94 and to expend such funds for the sole purpose of constructing, operating and staffing of the County Jail.

17. **Supplemental Payments by City.** In addition to the Add-On Funds stated in Section 16 of this Agreement, the City shall also pay to the County a fee of $80.00 per day per prisoner for routine processing, housing and daily care. Additionally, the City shall reimburse the County for obligations set forth herein. The County shall calculate the City's obligation for each calendar month during the term of this Agreement, and before the end of the next calendar month shall send to the City a monthly statement showing the City's total obligation. The City shall pay to the County the sums owed under its monthly obligation within thirty (30) days of billing.

ARTICLE III.

MISCELLANEOUS PROVISIONS

18. **Term.** This Agreement shall become effective immediately upon approval of both parties and shall remain in effect twenty-four (24) months thereafter. After the twenty-four (24) month term, this Agreement will terminate and shall be subject to renegotiation between the parties if they so desire.

19. **Termination.** The City may immediately terminate this Agreement upon failure of the County to accept City Prisoners in accordance with the terms herein. The County may immediately terminate this Agreement and refuse to accept City Prisoners if the City fails

to remit money due in a timely manner and either party may immediately terminate this Agreement if the other party fails to fulfill in a timely manner and proper manner the obligations under this Agreement. Any termination for reasons other than the above shall be accomplished by a 120 day advance written notice of termination provided to the other party to the Agreement. All notices of termination shall be mailed, return receipt requested, to the Chief Deputy of the Douglas County Sheriff's Office in case of the County, and to the City Manager in case of the City.

NOTICE FOR THE COUNTY:
Chief Deputy
Douglas County Sheriff's Office
8470 Earl D. Lee Blvd.
Douglasville, Georgia 30134

NOTICE FOR CITY:
City Manager
City of Chattahoochee Hills
6505 Rico Road
Chattahoochee Hills, GA 30268

Further, if at any time during the term of this Agreement the County becomes ordered by any court of competent jurisdiction to reduce its inmate population, then the County may terminate this Agreement upon ten (10) days' written notice to the City. Such written notice shall be mailed, certified mail return receipt requested, to the parties set forth above.

20. **No Employment Relationship.** Every employee acting pursuant to this Agreement shall be deemed to be the agent and employee of his/her employer, and under no circumstances shall any employee be deemed to be a regular employee or agent of any entity other than his/her regular employer. Except where stated otherwise herein, each of the parties agrees to release and hold harmless the other party for the negligent acts or omissions of its own employees.

21. **No Property Interest.** This Agreement shall not create any property interest by the City in the County Jail, and no estate shall vest in the City.

22. **Severability**. It is hereby declared to be the intention of this Agreement that its sections, paragraphs, sentences, clauses, and phrases are severable, and should any portion of this Agreement be declared invalid or unconstitutional, the remainder of this Agreement shall remain in full force and effect.

23. **Waiver.** The waiver by the City or the County of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach whether of the same or another provision of this Agreement.

24. **Law.** The County shall enforce all applicable current and future County, State, and Federal Laws regarding the operation and maintenance of the Jail. This Agreement shall

be construed under the Laws of the State of Georgia. Notwithstanding other provisions of the Agreement, either party shall have the option to bring suit for specific performance, injunction or damages at any time for failure of the other party to comply with any terms, conditions or provision of this agreement. Neither party will be excused form complying with any terms, conditions or provision of this Agreement because of the failure of the other party upon any one (1) or more occasions to insist upon or seek compliance with any such terms or conditions.

IN WITNESS WHEREOF, the foregoing Agreement is read, approved, adopted and executed this 4th day of August, 20 26 by the Sheriff of Douglas County, Georgia, to be effective immediately.

Tim Pounds, Sheriff

Sworn and subscribed before me
This 4th day of August, 20 26.

Notary Public

JEN FERGUSON NOTARY PUBLIC CARROLL COUNTY GEORGIA EXPIRES JANUARY 23, 2027

IN WITNESS WHEREOF, the foregoing Agreement is read, approved, adopted and executed this 22 day of July, 20 26 on behalf of Douglas County, Georgia by the Douglas County Board of Commissioners to be effective immediately.

Dr. Ramona Jackson Jones, Chairman
Romina

Attest:

~~Lisa Watson~~, County Clerk
Sherri Mathis

IN WITNESS WHEREOF, the foregoing Agreement is read, approved, adopted and executed this 7th day of July, 2026, by the City of Chattahoochee Hills, to be effective immediately.

Camille Lowe, Mayor

Attest:

S. Diane White, City Clerk

City of Chattahoochee Hills Inc. 2007 Georgia

AGREEMENT BETWEEN THE CITY OF JOHNS CREEK, FORSYTH COUNTY, AND THE FORSYTH COUNTY SHERIFF REGARDING HOUSING OF CITY INMATES AT THE FORSYTH COUNTY JAIL

This **AGREEMENT** ("Agreement") is entered into and effective as of the 1st day of July, 2026 (the "Effective Date"), by and between the **CITY OF JOHNS CREEK**, a Georgia municipal corporation, by and through its duly authorized governing authority, the Mayor and City Council of Johns Creek, Georgia (hereinafter referred to as "City"), **FORSYTH COUNTY, GEORGIA**, a political subdivision of the State of Georgia, by and through its duly authorized governing authority, the Board of Commissioners of Forsyth County, Georgia (hereinafter referred to as "Forsyth County"), and **SHERIFF RON H. FREEMAN**, the duly elected Forsyth County Sheriff and constitutional officer for the State of Georgia (hereinafter referred to as "Forsyth County Sheriff" or "Sheriff"). The City, Forsyth County, and the Sheriff may be referred to herein collectively as the "Parties."

PURPOSE: The purpose of this Agreement is to memorialize the service provider that will provide inmate housing services for City inmates such as, but not limited to, the housing, processing, medical care and supervision of City inmates, to memorialize the arrangement between the Forsyth County Sheriff, Forsyth County and the City regarding same, and to identify funding sources and allocations for same.

WITNESSETH:

WHEREAS, the City is a municipality located exclusively within Fulton County, Georgia; and

WHEREAS, the City has a Police Department which handles criminal cases falling within its jurisdiction for offenses occurring within the incorporated areas of the City; and

WHEREAS, the City Police Department makes arrests of offenders and must, at times, incarcerate said offenders; and

WHEREAS, the City has a Municipal Court that places convicted offenders in custody and/or on probation as part of their sentence; and

WHEREAS, the Municipal Court may revoke an offender's probated sentence and order said offender to be incarcerated; and

WHEREAS, Forsyth County has an obligation to construct, furnish and maintain a jail (O.C.G.A. § 36-9-5); and

WHEREAS, the Sheriff is the jailer of Forsyth County (O.C.G.A. § 42-4-1); and

WHEREAS, given its proximity, the City believes it would be desirable to the taxpayers of the City to have the option of processing arrestees and housing City inmates at the Forsyth County Jail; and

WHEREAS, the Forsyth County Sheriff has determined that he has sufficient manpower to house City inmates at the County jail and that there otherwise generally exists sufficient space at the County jail for same; and

WHEREAS, under Georgia law, the Forsyth County Sheriff, as chief jailor of the County, has the power and authority to assume custody, control and care over City inmates.

NOW, THEREFORE, it is agreed by and between the Forsyth County Sheriff, the City of Johns Creek and Forsyth County as follows:

I. Housing of City Inmates, Cost of Services, Term

Forsyth County and the Sheriff agree that, during the term of this Agreement, City inmates may be housed in the Forsyth County Jail. The Sheriff shall assume custody, control and care of City inmates housed in the Forsyth County Jail pursuant to the terms of this Agreement beginning July 1, 2026.

The City shall pay to the County the amount of $65,000.00 annually for this service. Payment shall be made in equal quarterly installments of $16,250.00. The first payment, covering the initial term from July 1, 2026, through September 30, 2026, shall be made within thirty (30) days following the Effective Date hereof. Subsequent quarterly payments shall be payable from the City to the County on or by October 1, January 1, April 1, and July 1 of each year of the Term.

Additionally, the City shall pay to the County a book-in fee of $195.00 per inmate for the first day of incarceration and a daily fee of $140.00 per inmate for any additional days or portions of days of incarceration through release date. These housing costs, and any other costs incurred as provided for herein, will be invoiced monthly from the County to the City and payable as described below.

The initial term of this Agreement shall be from July 1, 2026, to September 30, 2026. Following the initial term, this Agreement shall remain effective between the Parties as provided for herein for four (4) additional City fiscal year terms (expiring on September 30, 2030) (collectively referred to herein as the "Term"). The Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of City on the last day of the City's fiscal year each year of the Term, and further, that this Agreement shall automatically renew on the first day of each subsequent City fiscal year, absent the City's provision of written notice of non-renewal to Forsyth County and the Sheriff at least thirty (30) days prior to the end of the then current City fiscal year. To the extent this may apply to this Agreement, title to any supplies, materials, equipment, or other personal property shall remain in any vendor until fully paid for by City.

On or by the 10th day of each month, the Sheriff's Office will send an invoice to the City to include a report on the per-inmate/per-day activity and a report on any other charges incurred as provided for herein for the month prior. Upon receipt, the City shall remit payment in full to the County no later than the end of the month in which the invoice was presented for payment (e.g., July invoice sent on or by August 10 with payment due on or by August 30). Payments shall be made payable to "Forsyth County, Georgia" and remitted to the Forsyth County Finance Department and as otherwise provided on the invoice.

II. Termination

Any Party hereto may terminate this Agreement for convenience upon providing at least thirty (30) days' prior written notice to the other Parties. In the event of early termination, there will be no reimbursement or pro-rata repayment of the previous quarterly service fee payment made from the City to the County and the City will remain liable for all housing and other costs incurred hereunder until all City inmates are relocated from the Forsyth County Jail facility following notice of such early termination.

This Agreement will automatically terminate at such time as Sheriff Ron H. Freeman is no longer the Sheriff of Forsyth County.

III. Services Provided

The Sheriff shall provide all usual and customary detention services to City inmates housed at the Forsyth County Jail in the same manner as if they were County inmates. The determination of what medical care is necessary and what prescription or other medicines are required will be determined by the health care provider retained to provide health care services at the Forsyth County Jail.

If the Forsyth County Jail retained health care provider determines that a City inmate requires medical treatment outside of the Forsyth County Jail or treatment that is not customarily provided in the Forsyth County Jail, then the Sheriff, or his designee, shall notify the City Chief of Police, or his designee, immediately. The City inmate shall then be turned over to City custody, and the City shall transport the City inmate to the appropriate medical care facility unless emergency medical transport is required. Once the City inmate is turned over to City custody, the City shall be responsible for the detention of said inmate until such time as the inmate is returned to the Forsyth County Jail. The cost of any medical care provided to a City inmate at a location other than the Forsyth County Jail or care provided at the Forsyth County Jail that is customarily not performed at the Jail (*i.e.*, for which the retained health care provider assesses an additional fee above their normal rate) shall be borne solely by the City. The cost of normal and customary medical care provided to City inmates while housed at the Forsyth County Jail shall be satisfied by and included in the City's payment of the annual fee to Forsyth County referenced above.

If the Forsyth County Jail health care provider or medical personnel at a medical facility determine that a City inmate requires mental health treatment at a mental health facility, then the Sheriff, or his designee, shall notify the City Chief of Police, or his designee, whereupon the City shall undertake to transport the City inmate to the appropriate mental health facility. The cost of any mental health care provided to a City inmate at a location other than the Forsyth County Jail that is customarily not performed at the Jail (*i.e.*, for which the retained health care provider assesses an additional fee above their contract rate) shall be borne solely by the City.

IV. Transportation

The City of Johns Creek Police Department (JCPD) shall be responsible for transporting all City inmates to the Forsyth County Jail for booking. JCPD shall provide the following to the Forsyth County Jail when delivering a City inmate for booking:

A. A copy of the charges (warrant, affidavit, or citation); and

B. A pre-booking entry.

Additionally, JCPD shall be responsible for transporting all City inmates for their court appearances at the City of Johns Creek Municipal Court. This includes pick up from the Forsyth County Jail and return to the Jail after court. The JCPD will also be responsible for transporting any City inmate for medical care needed as set forth above.

V. Booking and Bonding

City inmates will be booked in at the Forsyth County Jail. All City inmates shall be booked in using the City's Originating Agency Identifier ("ORI") number (ORI #GA0605800). Bonds can be made in cash at JCPD at the Johns Creek City Hall or by credit card via phone with JCPD Records Division. Credit card payments may also be processed in person at Johns Creek City Hall. Otherwise, professional bondsman acting as surety on a bail bond must hold a current business license in the City of Johns Creek or in the city of their physical business location in Georgia, be approved by the Johns Creek Chief of Police in accordance with standards promulgated by the Chief, and fully comply with all other city requirements for bonding companies.

VI. Evidence and other Property

The City shall maintain custody of any and all evidence collected on any case in which an inmate is arrested and booked into custody at the Forsyth County Jail. The Forsyth County Jail shall maintain all personal property of each City inmate booked into custody at the jail. This personal property shall be returned to the City inmate upon the inmate's release from custody.

VII. First Appearance Hearings

A Municipal Court Judge with the City shall conduct any necessary first appearance hearings via virtual proceedings. The Forsyth County Sheriff will ensure that any required video

and audio equipment will be available at the Jail for such hearings and will assist in placing the inmate at such equipment at the proper time for the first appearance hearing.

VIII. Insurance

The parties agree that City inmates will be covered under Forsyth County's Insurance policy/Risk Management to the same extent as County inmates for all periods of time wherein any such City inmate is housed at the Forsyth County Jail and under the control of the Forsyth County Sheriff's Office. Otherwise, the Parties hereto agree that JCPD officers shall be insured under City-purchased liability insurance and that the Forsyth County Sheriff and all officers and jailers of the Forsyth County Sheriff shall be insured under County-purchased liability insurance.

Nothing in this Agreement is intended or should be construed as suggesting that the Forsyth County Sheriff and JCPD are engaged in a joint undertaking for law enforcement functions, generally, and that this Agreement is limited to the housing of City inmates in the Forsyth County Jail.

IX. Intoxilyzer or Similar Device

For the present term and any renewal terms of this IGA, during investigations of driving under the influence cases, JCPD may use the Intoxilyzer 9000 currently located at the Jail or any similar device that may be located at the Jail in the future. JCPD will be responsible for ensuring/providing a certified operator.

X. Miscellaneous

A. This Agreement may be executed in one or more counterparts, each of which shall constitute an original. It shall not be necessary that each signatory sign the same counterpart as long as each has signed an identical counterpart.

B. Each of the individuals who execute this Agreement agrees and represents that s/he is authorized to execute this Agreement on their own behalf or on behalf of the respective governmental entity and further agrees and represents that this Agreement has been duly passed upon and approved by the respective governments and entered upon the Minutes as required by law. Accordingly, the Sheriff, the City, and Forsyth County all waive and release any right to contest the enforceability of this Agreement based upon the execution and/or approval thereof.

C. This Agreement shall be governed in all respects as to the validity, construction, capacity, performance or otherwise by the laws of the State of Georgia. Any action or suit related to this Agreement shall be brought in the Superior Court of Forsyth County, Georgia, and the City submits to the jurisdiction and venue of such court.

D. Nothing contained in this Agreement shall be construed to be a waiver of any sovereign immunity or any individual's qualified good faith or official immunities available or applicable to the Parties.

E. The Parties will or have coordinated with each other to provide properly executed E-Verify Affidavits regarding compliance with the requirements of O.C.G.A. § 13-10-91.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under seal as of the date first written above.

FORSYTH COUNTY SHERIFF

Ron H. Freeman

FORSYTH COUNTY, GEORGIA

Chairman Alfred John

Attest:

County Clerk

CITY OF JOHNS CREEK, GEORGIA

Mayor John Bradberry

Attest:

Allison Jarpley

City Clerk

STATE OF GEORGIA
COUNTY OF COWETA

COPY

INTERGOVERNMENTAL AGREEMENT BETWEEN COWETA COUNTY, GEORGIA, THE CITY OF PALMETTO, AND THE SHERIFF OF COWETA COUNTY REGARDING THE DETENTION OF INMATES AT THE COUNTY JAIL

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter the "Agreement"), entered into this 4TH day of FEBRUARY, 2020, by and between Coweta County, Georgia, a political subdivision of the State of Georgia (hereinafter the "County"), the City of Palmetto, Georgia, a municipal corporation of the State of Georgia (hereinafter the "City"), and the Sheriff of Coweta County, Georgia (hereinafter the "Sheriff").

WITNESSETH:

WHEREAS, the City desires to contract with the County and the Sheriff for the detention of individuals charged with or convicted of violation of the laws and ordinances of the City or held as material witnesses (hereinafter the "Inmates"); and

WHEREAS, the County, through the Sheriff's Office Jail Division, operates a jail facility located at 560 Greison Trail (hereinafter the "Jail"); and

WHEREAS, the Jail complies with federal and state laws and is operated in accordance with such laws, standards, policies and procedures; and

WHEREAS, State law defines the Sheriff as the official jailer of the county (hereinafter the "Jailer"), and is responsible for the health, safety, and welfare of all Inmates in the Jail; and

WHEREAS, sufficient space is available at the Jail to house Inmates for the City.

NOW, THEREFORE, for and in consideration of the premises and the mutual undertakings hereinafter contained, the County, the City, and the Sheriff hereby agree as follows:

1. Scope of Services

1.1 It is the intent of this Agreement that, in pursuance of law enforcement in and for the City, the Sheriff will accept, book, and house Inmates for the City as defined herein.

2. Definitions

2.1 As used throughout this Agreement, the following terms shall have the meaning set forth below:

a. "Book" shall mean (1) to complete NCIC/GCIC fingerprinting and submit to the appropriate jurisdiction(s); (2) to complete and submit Offender Based Tracking System; and (3) to complete intake booking procedures.
b. "Jail Officer in Charge" means the Sheriff's designee who supervises the Jail.
c. "Inmate Day" means any part of one (1) calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.

3. Obligations of the Sheriff

3.1 The Sheriff will accept into the Jail such Inmates as the City may request and shall give priority in the housing of Inmates over prisoners from other counties at the sole discretion of the Sheriff. The Sheriff shall accept the Inmates into the Jail and provide for the health, safety, and welfare of the Inmates in accordance with federal, state, and local laws, standards, policies and procedures applicable to the operation of the Jail.

3.2 The Sheriff shall keep a record of the Inmates committed to the Jail, which shall include but not be limited to the following:

a. the name of the person committed;
b. the person's age, sex and race;
c. the process under which the person was committed;
d. the date of commitment to the Jail;
e. under what order discharged.

3.3 Transportation of Inmates to and from the Jail to Coweta County Superior, State, Magistrate and Probate Court shall be performed by the Sheriff's Office and the expense thereof shall be borne by the County.

3.4 All Inmates delivered to the Jail by the City shall be under the direct supervision and control of the Sheriff. The City agrees that the Sheriff shall compute the maximum "good time allowance" for Inmates the same as for non-State or Superior Court sentenced Inmates. The conversion of the computation of the Inmates from earned time governed sentences to good-time governed sentences shall be made by the Sheriff and the City agrees to be bound by such determination.

3.5 All rules and regulations legally and constitutionally adopted and promulgated by the Sheriff for the operation of the Jail shall be applicable to Inmates, and the Sheriff is granted the authority to enforce same, including the right to work Inmates and allow them to serve as trustees.

4. Obligations of the City

4.1 The City agrees to transport the Inmates to the Jail and release them to the custody of the Jail Officer in Charge. The Jail Officer in Charge has the right to refuse an Inmate without adequate medical clearance.

4.2 The City shall provide transportation to and from Municipal Court and Juvenile Court and the expense thereof shall be borne by the City. Removal and return of the same Inmate in a 24-hour period by the City shall not constitute a new Inmate.

4.3 The City shall impose a ten (10) percent fee applicable to fine cases and an additional ten (10) percent fee when a defendant is posting bail or bond as required by O.C.G.A. §15-21-90, et seq. Said fees collected by the City shall be remitted to the County within forty-five (45) business days for deposit in the County's Jail Fund.

5. Cost Attendant to Custody

5.1 The Sheriff shall maintain physical custody of the Inmates and shall furnish food and clothing. All health care expenses including transportation (ambulance), medical or prescription expenses shall be billed to the City. Should a City Inmate housed at the County Jail need outside medical attention, it will be the responsibility of the City to transport the Inmate to that facility and maintain security on that Inmate until such time the Inmate is medically cleared to return to the Jail. The decision of when medical care shall be provided shall be at the discretion of the Jail Officer in Charge. The decision regarding what medical facility the Inmate should be transported to shall be at the discretion of the City.

6. Transition from City Inmate Status

6.1 It is understood and agreed that Inmates shall be chargeable to the City unless release or booked for violation of State misdemeanor or felony charges or bound over by the Municipal Court to State Court or Superior Court of Coweta County, Georgia.

7. Term and Termination

7.1 The term of this Agreement shall commence on February 4, 2020 and shall expire on September 30, 2020.

7.2 This Agreement shall automatically renew for additional terms of one (1) year beginning on October 1 unless terminated as defined herein. In no event shall this Agreement exceed fifty (50) years.

7.3 This Agreement may be terminated by either party, with or without cause, upon ninety (90) days written notice.

8. Notices

8.1 All notices provided herein shall be in writing and shall be deemed to have been given when deposited in the United States mail and sent via certified mail, return receipt requested, addressed as follows:

County: County Administrator
Coweta County, Georgia
22 East Broad Street
Newnan, Georgia 30263

City: Mayor
City of Palmetto
P.O. Box 190
Palmetto, Georgia 30268

Sheriff: Coweta County Sheriff
560 Greison Trail
Newnan, Georgia 30263

9. Modification

9.1 The parties may modify this Agreement only in writing by having a modification signed by all parties and adopted pursuant to the Open Meetings Act, O.C.G.A. 50-14-1, et seq.

10. Severability

10.1 Should any provision of this Agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this Agreement, or the application of such provision, to any person or circumstance other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

11. Entire Agreement

11.1 This Agreement is a full and complete statement of the terms of the parties as to the subject matter hereof and has been authorized by proper action of the respective parties.

12. Governing Law

12.1 This Agreement and all transactions contemplated hereby, shall be governed by, construed and enforced according to the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties hereto, acting through the duly authorized officer of the governing authority, as witnessed, have executed this Agreement, in duplicate originals, under their respective seals, the day and year as first above written.

CITY OF PALMETTO, GEORGIA:

By: _____

Mayor

Attest: Cynthia Hanson

Clerk

(SEAL)

COWETA COUNTY, GEORGIA:

By: Paul Poth

Chairman

Attest: Frances J. Tabor

Clerk

(SEAL)

SHERIFF OF COWETA COUNTY:

By: _____

Sheriff

Witness: _____

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INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF MILTON, GEORGIA, AND THE CITY OF ALPHARETTA, GEORGIA, TO BOARD AND PROVIDE FOR THE HOUSING OF INMATES AT THE ALPHARETTA JAIL

This Intergovernmental Agreement ("Agreement") is made and entered by and between the City of Milton, Georgia ("Milton"), a municipal corporation of the State of Georgia, and the City of Alpharetta, Georgia ("Alpharetta"), a municipal corporation of the State of Georgia. Milton and Alpharetta may be referred to herein individually as a "Party" or collectively as the "Parties."

WHEREAS, Milton and Alpharetta are authorized by law to enter into intergovernmental agreements pursuant to Article IX, Section III, Paragraph I of the Georgia Constitution; and

WHEREAS, Milton and Alpharetta share a common interest in forming a law enforcement partnership to successfully address issues involving the care and custody of inmates; and

WHEREAS, Alpharetta owns a jail facility located at 2555 Old Milton Parkway, Alpharetta, Georgia ("Alpharetta Jail Facility"); and

WHEREAS, Milton desires to utilize the Alpharetta Jail Facility to process arrests that may be made by the Milton Police Department.

NOW THEREFORE, Milton and Alpharetta, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree to the above recitals and as follows:

Section 1. Purpose.

The purpose of this Agreement is to document the understanding between Milton and Alpharetta regarding Milton's use of the Alpharetta Jail Facility to process arrests that may be made by the Milton Police Department. In addition to its own purposes, Alpharetta will manage, operate and supervise the Alpharetta Jail Facility and process/book, detain and house/board at the Alpharetta Jail Facility, persons who are charged with or convicted of a municipal offense of the City of Milton or other offenses over which the Municipal Court of the City of Milton ("Municipal Court") has jurisdiction, or who may otherwise be arrested and subject to processing as further detailed hereinbelow ("Milton Inmate"), as further provided for herein.

Section 2. Statement of Milton's Obligations.

Subject to the terms and conditions stated herein, Milton agrees to:

a. transport any and all Milton Inmates to and from the Alpharetta Jail Facility for any reason unless otherwise specifically addressed hereinbelow;
b. be responsible for all offsite medical expenses incurred by Milton Inmates, as further provided herein; and
c. pay to Alpharetta within thirty (30) calendar days of receipt of an invoice, an inmate holding fee of $165 per inmate for each calendar day a Milton Inmate remains detained in the Alpharetta Jail Facility. Partial days detained shall be

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counted as full days under this agreement.

Section 3. Statement of Alpharetta's Obligations.

Subject to the terms and conditions stated herein, Alpharetta agrees to:

a. maintain general sanitation and cleanliness of the Alpharetta Jail Facility and provide housing, safekeeping, and normal inmate maintenance services to all inmates detained at the Alpharetta Jail Facility consistent with all applicable laws, standards, policies and procedures applicable to such services and duties and the operations of the Alpharetta Jail Facility;
b. provide medical care for all prisoners housed in the Alpharetta Jail Facility, as further set forth herein;
c. continue booking and identification of arrestees admitted in the Alpharetta Jail Facility;
d. book, house, and provide normal inmate maintenance services;
e. provide adequately trained staff to operate the Alpharetta Jail Facility;
f. maintain and store the personal property of all arrestees/inmates (limited to small personal items; larger personal property items must be retained and maintained by Milton);
g. facilitate and manage cash bond posting at the Alpharetta Jail Facility for processing related to Milton Inmates; and
h. as further set forth herein, arrange or provide transportation to and from local healthcare facilities (i.e., off-site medical facilities) in emergency situations, as determined by Alpharetta, ensure inmates get to a hospital via ambulance; however, Milton agrees to provide security for Milton Inmates while hospitalized.

Section 4. Term.

This Agreement shall be for a term of three (3) years, unless earlier terminated as further provided for herein. This Agreement is effective beginning on July 1, 2026, and shall continue in effect through June 30, 2029 (the "Term"). This Agreement may be amended, including the Term, upon the written approval of the Parties.

Section 5. Termination.

Either Party may terminate this Agreement upon ninety (90) days' prior written notice to the other. Any such notice shall set forth the specific plans for accommodation and/or transfer of the affected jail population.

Section 6. Supervision; Receiving, Detention and Discharge.

Except as otherwise expressly provided for herein, all persons accepted and booked into the Alpharetta Jail Facility or otherwise detained in the Alpharetta Jail Facility shall be under the supervision, control and physical custody of Alpharetta, and Alpharetta agrees to provide housing, safekeeping, and normal inmate maintenance services to all inmates detained at the Alpharetta Jail Facility consistent with all applicable laws, standards, policies and procedures

Docusign Envelope ID: 326C0C0F-7477-8073-818D-88D2A48DFCBC

applicable to such services or duties and the jail facility. The "housing" of inmates shall be defined by Alpharetta to include, but not be limited to, the provision of an appropriate physical space within the jail facility and those necessary related facilities and services such as public utilities, heat, air conditioning, recreational facilities, etc., needed to appropriately support the housing of prisoners. As used herein, "normal inmate maintenance services" means the ordinary and relatively routine human needs common to all prisoners as defined by Alpharetta and as required under applicable law, including, but not limited to, the provision of food, clothing and medical care. Alpharetta shall provide adequately trained detention officers twenty-four (24) hours a day to supervise all inmates at the Alpharetta Jail Facility.

Alpharetta agrees that Milton Inmates may include arrestees detained due to outstanding warrants with the understanding that the issuing jurisdiction will have a responsibility to coordinate with the Alpharetta Jail Facility to timely pick up said detainee and that if said detainee is not picked up within the agreed time, then Alpharetta will have no further responsibility to hold such detainee and they will be subject to immediate release. Additionally, Alpharetta agrees that Milton Inmates may include those who may be arrested for crimes other than offenses over which the Municipal Court has jurisdiction (e.g., state charges), subject to Alpharetta's discretion in consideration of available capacity at the Alpharetta Jail Facility and/or available capacity on any transportation Alpharetta may provide to other jail facilities related to such arrestees.

Alpharetta agrees to accept, process, and book Milton Inmates through Alpharetta's normal booking procedures, including fingerprinting, photographing, and creating a booking record through Alpharetta's Records Management System (RMS). If capacity at the Alpharetta Jail Facility becomes an issue, Alpharetta shall notify Milton as soon as practicable and Milton will be required to transport its arrestees to another jail facility for processing.

Alpharetta agrees to release Milton Inmates upon lawful request by law enforcement officers of Milton to law enforcement officers of Milton or upon the posting of appropriate bail or upon the order of a court of competent jurisdiction. Prior to the release of a Milton Inmate from custody, Alpharetta shall request/initiate a GCIC/NCIC warrant check by Milton police agency, and the GCIC/NCIC warrant check must be completed by Milton police agency before any such release.

Alpharetta further agrees to allow Milton to use sufficient space within Alpharetta Jail Facility for bond and first appearance hearings, inmate interviews and other similar purposes. Such space may be virtual, where appropriate. The Parties agree to cooperate with each other regarding the scheduling of the use of these spaces. Milton shall be responsible for the transportation of Milton Inmates to Municipal Court and will ensure that first appearance hearings are provided to Milton Inmates in accordance with state and federal law.

In executing this Agreement, Alpharetta does not assume any liability or responsibility for, or in any way release Milton from any liability arising out of or related to the legality of the arrest of Milton Inmates or the legality or enforceability of any Milton ordinance. Under no circumstances shall any employee, official or agent of Alpharetta be deemed to be an employee of Milton for any purposes and nothing contained within this Agreement shall be deemed to create any such employee-employer relationship.

Notwithstanding this provision or any other provision within this Agreement, Alpharetta may,

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in its sole discretion, refuse to accept any Milton Inmate at the Alpharetta Jail Facility. Alpharetta agrees to exercise this discretion in a reasonable manner. Upon such occurrence, Alpharetta shall notify Milton within 24 hours of the refusal and the reason or reasons for the refusal. Additionally, Alpharetta may, in its sole discretion, refuse to retain any Milton Inmate who refuses to adhere to the requirements of the Alpharetta Detention Center Inmate Handbook, as may be amended from time to time, or any other rules and/or regulations applicable to inmates at the Alpharetta Jail Facility. In such cases, Milton will be required to retake custody of such Milton Inmate and make arrangements for such individual to be transported to and detained at another jail facility.

Section 7. Medical Care and Expenses of Milton Inmates.

Alpharetta will provide routine on-site medical care and treatment, including medical supplies, to Milton Inmates in the same manner that such services are provided to other inmates at the Alpharetta Jail Facility without any additional cost to Milton. Such medical care services are presently provided only via tele-medicine/tele-health. When in the determination of Alpharetta, off-site medical care or treatment, including emergency medical care or treatment, is required for a Milton Inmate, Alpharetta will notify Milton of same as soon as reasonably possible, so that Milton may arrange for the provision of such medical care or treatment and provide transportation to and from local healthcare facilities (i.e., off-site medical facilities); provided, however, when immediate emergency transport of a Milton Inmate to local healthcare facilities is required for emergency medical care/treatment, as determined at the sole discretion of Alpharetta, Alpharetta will provide emergency medical transport to local healthcare facilities. Security for Milton Inmates while at local healthcare facilities will be the responsibility of Milton; provided, however, when emergency transport has been provided at the discretion of Alpharetta, security will be provided by Alpharetta's detention officers until Milton is able to provide law enforcement officers to relieve such detention officers. Alpharetta shall notify Milton as soon as possible of all emergency medical cases requiring Alpharetta's emergency medical transport and removal of a Milton Inmate from the Alpharetta Jail Facility, and Milton agrees to provide security for any such inmates within one (1) hour after being contacted and provided the necessary information, or as soon thereafter as reasonably practicable.

As between the parties to this Agreement, to the extent that any off-site medical care or treatment is provided to a Milton Inmate, Milton agrees to be responsible for the costs of such off-site medical care or treatment; provided, however, Milton does not assume any liability or responsibility for, or in any way release Alpharetta from any cost or liability arising out of or related to any negligent or willful act or omission of Alpharetta, or any of their respective officers, deputies, employees, or agents. Nothing set forth in this Agreement shall be construed so as to limit or remove responsibility for payment of such off-site medical care or treatment by a Milton Inmate or a provider of insurance that is otherwise responsible for payment of part or all of such services or to limit Milton's right to reimbursements for the costs incurred for such medical care or treatment from a Milton Inmate or a provider of insurance when insurance coverage is available for payment for such services. Alpharetta agrees to cooperate with Milton in Milton's seeking reimbursement for the costs of medical care or treatment incurred by Milton for a Milton Inmate.

In the event a Milton Inmate is injured while in Alpharetta's custody, the Parties hereto agree to cooperate with each other regarding any investigation(s) related to such injury, to share pertinent information (without waiving any applicable privileges), and to determine allocation

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of responsibility related to any costs related to such injury. Contribution to or payment of any costs related to any such injury shall not be interpreted as an acceptance of liability by either Party associated with the same. Additionally, any Party who pays any costs associated with any such injury may receive reimbursement from the other Party, in full or in part, as the Parties may agree.

Section 8. Transition from Milton Inmate Status.

It is understood and agreed that a person booked and detained at the Alpharetta Jail Facility by reason of being charged with a municipal offense of the City of Milton or other offense over which the Municipal Court has jurisdiction shall be considered a Milton Inmate unless or until such person, whether exclusively on or in combination with other charges, is charged with any County, State[1] or Federal offense or is being held or detained by reason of an investigation of any County, State or Federal offense. It is further understood and agreed that a person detained or confined at the Alpharetta Jail Facility by reason of being convicted of a municipal offense of the City of Milton or other offense over which the Municipal Court has jurisdiction shall be considered a Milton Inmate unless or until such person is: (i) booked, held, or detained by reason of being convicted of any County, State or Federal offense; (ii) convicted of any County, State or Federal offense which provides for a sentence confining such person for any period of time that runs concurrently with the sentence of the Municipal Court; (iii) held, detained or confined beyond the period of confinement to which sentenced by the Municipal Court; or (iv) being held, detained or confined at the Alpharetta Jail Facility following the issuance of an order of a court of competent jurisdiction or contrary to any law providing for such person's release or transfer to another detention facility. Furthermore, it is understood and agreed that any person booked, held, detained or confined at the Alpharetta Jail Facility by reason of being charged with or convicted of a municipal offense of the City of Milton or other offense over which the Municipal Court has jurisdiction shall cease to be considered a Milton Inmate upon his or her release or transfer from the Alpharetta Jail Facility.

Section 9. Coordination and Administration.

The parties agree to work together to coordinate the use of the Alpharetta Jail Facility and the activities contemplated under this Agreement. It is agreed that for the purpose of liaison and administration, the Milton City Manager shall be Milton's primary representative and point of contact and Alpharetta City Administrator shall be Alpharetta's primary representative and point of contact. The Milton City Manager may appoint a designee(s) as Milton's representative(s) to whom all communications from Alpharetta with respect to the day-to-day operations performed under this Agreement may be addressed, and the Alpharetta City Administrator may appoint a designee(s) as Alpharetta's representative(s) to whom all communications from Milton with respect to the day-to-day operations performed under this Agreement may be addressed. Each party shall provide the other party with the names and contact information of such designees.

Section 10. Insurance.

Each party to this Agreement shall procure and maintain such insurance as is required by

[1] Other than State offenses for which the Municipal Court maintains jurisdiction (i.e., a State offense over which the Municipal Court has jurisdiction which is not bound over to the State Court of Fulton County).

Docusign Envelope ID: 326C0C0F-7477-8073-818D-88D2A48DFCBC

applicable federal and state law and as may be appropriate and reasonable to cover its personnel, equipment, vehicles, property, and obligations hereunder, including but not limited to liability insurance, workers' compensation insurance, automobile liability insurance and property insurance. Any party hereto shall retain the right to self-fund for any and all of the aforementioned insurance coverages.

Section 11. Records; Audit; Billing.

Alpharetta agrees, upon request, to furnish Milton all records pertaining to the housing and maintenance of Milton Inmates. Milton shall have the right to audit all financial data pertaining to any fees or expenses for which Milton is responsible under this Agreement, which right shall survive the term of this Agreement. Alpharetta shall maintain a record of each Milton Inmate, which shall include the duration of confinement. Alpharetta shall submit invoices to Milton within 21 days following the end of each calendar month for the holding fees incurred during such previous calendar month related to Milton Inmates. The failure to timely submit an invoice shall not forgive payment by Milton. Milton agrees to pay said invoices to the Alpharetta within thirty (30) calendar days of receipt of an invoice.

Section 12. Notices.

All official notices or other communications required to be given in writing under this Agreement shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

For City of Alpharetta:
City Administrator
2 Park Plaza
Alpharetta, Georgia 30009

For City of Milton:
City Manager
2006 Heritage Walk
Milton, Georgia 30004

Section 13. **Entire Agreement; Modification**.

The terms of this Agreement represent the entire agreement between the parties and supersedes all prior written or oral statements and any preexisting agreements relating to the use of the Alpharetta Jail Facility by Milton No modification of this Agreement shall be binding upon the parties unless evidenced by a subsequent written Agreement approved and signed by the appropriate authorities or representatives of each party to this Agreement.

Section 14. Severability.

The provisions of this Agreement shall be deemed independent and severable. In the event any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or

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unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of the Agreement.

Section 15. Time of Performance.

Time is of the essence in the performance of this Agreement.

Section 16. Governing Law.

This Agreement shall be governed in all respects as to the validity, construction, capacity performance, or otherwise by the laws of the State of Georgia.

Section 17. No Waiver of Immunity.

Nothing contained in this Agreement shall be constructed to be a waiver of either party's sovereign immunity, any individual's qualified immunity, or any other immunity or exemption from liability provided for by law.

Section 18. No Third-Party Beneficiaries.

This Agreement shall not be constructed as, or deemed to be, an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

Section 19. Survival.

Any and all provisions of this Agreement creating obligations extending beyond the term of this Agreement shall survive the expiration or termination of this Agreement, regardless of the reason for such termination.

{SIGNATURES ON NEXT PAGE}

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IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals the day and year first above written.

CITY OF ALPHARETTA, GEORGIA

By: DocuSigned by: 2DC5226B6FD44FB...
Jim Gilvin, Mayor

APPROVED AS TO CONTENT:

By: DocuSigned by: Chris Lagerbloom B06F51B7110640F...
Chris Lagerbloom, City Administrator

APPROVED AS TO FORM:

By: Signed by: Molly Esswein 617ABDA97F0F48B...
Molly Esswein, City Attorney

CITY OF MILTON, GEORGIA

By: Signed by: Peyton Jamison 766905234DF54E1...
Peyton Jamison, Mayor

ATTEST:

By: Signed by: AEF253A7B593441...
Tammy Lowit, City Clerk

APPROVED AS TO FORM:

By: DocuSigned by: Ken Jarrard 0CED96D711B1468...
Ken Jarrard, City Attorney

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INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF SANDY SPRINGS, GEORGIA, AND THE CITY OF ALPHARETTA, GEORGIA, TO BOARD AND PROVIDE FOR THE HOUSING OF INMATES AT THE ALPHARETTA JAIL

This Intergovernmental Agreement ("Agreement") is made and entered by and between the City of Sandy Springs, Georgia ("Sandy Springs"), a municipal corporation of the State of Georgia, and the City of Alpharetta, Georgia ("Alpharetta"), a municipal corporation of the State of Georgia. Sandy Springs and Alpharetta may be referred to herein individually as a "Party" or collectively as the "Parties."

WHEREAS, Sandy Springs and Alpharetta are authorized by law to enter into intergovernmental agreements pursuant to Article IX, Section III, Paragraph I of the Georgia Constitution; and

WHEREAS, Sandy Springs and Alpharetta share a common interest in forming a law enforcement partnership to successfully address issues involving the care and custody of inmates; and

WHEREAS, Alpharetta owns a jail facility located at 2555 Old Milton Parkway, Alpharetta, Georgia ("Alpharetta Jail Facility"); and

WHEREAS, Sandy Springs desires to utilize the Alpharetta Jail Facility to process arrests that may be made by the Sandy Springs Police Department.

NOW THEREFORE, Sandy Springs and Alpharetta, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree to the above recitals and as follows:

Section 1. Purpose.

The purpose of this Agreement is to document the understanding between Sandy Springs and Alpharetta regarding Sandy Springs's use of the Alpharetta Jail Facility to process arrests that may be made by the Sandy Springs Police Department. In addition to its own purposes, Alpharetta will manage, operate and supervise the Alpharetta Jail Facility and process/book, detain and house/board at the Alpharetta Jail Facility, persons who are charged with or convicted of a municipal offense of the City of Sandy Springs or other offenses over which the Municipal Court of the City of Sandy Springs ("Municipal Court") has jurisdiction, or who may otherwise be arrested and subject to processing as further detailed hereinbelow ("Sandy Springs Inmate"), as further provided for herein.

Section 2. Statement of Sandy Springs's Obligations.

Subject to the terms and conditions stated herein, Sandy Springs agrees to:

a. transport any and all Sandy Springs Inmates to and from the Alpharetta Jail Facility for any reason unless otherwise specifically addressed hereinbelow;
b. be responsible for all offsite medical expenses incurred by Sandy Springs Inmates, as further provided herein; and

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c. pay to Alpharetta within thirty (30) calendar days of receipt of an invoice, an inmate holding fee of $165 per inmate for each calendar day a Sandy Springs Inmate remains detained in the Alpharetta Jail Facility. Partial days detained shall be counted as full days under this agreement.

Section 3. Statement of Alpharetta's Obligations.

Subject to the terms and conditions stated herein, Alpharetta agrees to:

a. maintain general sanitation and cleanliness of the Alpharetta Jail Facility and provide housing, safekeeping, and normal inmate maintenance services to all inmates detained at the Alpharetta Jail Facility consistent with all applicable laws, standards, policies and procedures applicable to such services and duties and the operations of the Alpharetta Jail Facility;
b. provide medical care for all prisoners housed in the Alpharetta Jail Facility, as further set forth herein;
c. continue booking and identification of arrestees admitted in the Alpharetta Jail Facility;
d. book, house, and provide normal inmate maintenance services;
e. provide adequately trained staff to operate the Alpharetta Jail Facility;
f. maintain and store the personal property of all arrestees/inmates (limited to small personal items; larger personal property items must be retained and maintained by Sandy Springs);
g. facilitate and manage cash bond posting at the Alpharetta Jail Facility for processing related to Sandy Springs Inmates; and
h. as further set forth herein, arrange or provide transportation to and from local healthcare facilities (i.e., off-site medical facilities) in emergency situations, as determined by Alpharetta, ensure inmates get to a hospital via ambulance; however, Sandy Springs agrees to provide security for Sandy Springs Inmates while hospitalized.

Section 4. Term.

This Agreement shall be for a term of three (3) years, unless earlier terminated as further provided for herein. This Agreement is effective beginning on July 1, 2026, and shall continue in effect through June 30, 2029 (the "Term"). This Agreement may be amended, including the Term, upon the written approval of the Parties.

Section 5. Termination.

Either Party may terminate this Agreement upon ninety (90) days' prior written notice to the other. Any such notice shall set forth the specific plans for accommodation and/or transfer of the affected jail population.

Section 6. Supervision; Receiving, Detention and Discharge.

Except as otherwise expressly provided for herein, all persons accepted and booked into the Alpharetta Jail Facility or otherwise detained in the Alpharetta Jail Facility shall be under the

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supervision, control and physical custody of Alpharetta, and Alpharetta agrees to provide housing, safekeeping, and normal inmate maintenance services to all inmates detained at the Alpharetta Jail Facility consistent with all applicable laws, standards, policies and procedures applicable to such services or duties and the jail facility. The "housing" of inmates shall be defined by Alpharetta to include, but not be limited to, the provision of an appropriate physical space within the jail facility and those necessary related facilities and services such as public utilities, heat, air conditioning, recreational facilities, etc., needed to appropriately support the housing of prisoners. As used herein, "normal inmate maintenance services" means the ordinary and relatively routine human needs common to all prisoners as defined by Alpharetta and as required under applicable law, including, but not limited to, the provision of food, clothing and medical care. Alpharetta shall provide adequately trained detention officers twenty-four (24) hours a day to supervise all inmates at the Alpharetta Jail Facility.

Alpharetta agrees that Sandy Springs Inmates may include arrestees detained due to outstanding warrants with the understanding that the issuing jurisdiction will have a responsibility to coordinate with the Alpharetta Jail Facility to timely pick up said detainee and that if said detainee is not picked up within the agreed time, then Alpharetta will have no further responsibility to hold such detainee and they will be subject to immediate release.

Alpharetta agrees to accept, process, and book Sandy Springs Inmates through Alpharetta's normal booking procedures, including fingerprinting, photographing, and creating a booking record through Alpharetta's Records Management System (RMS). If capacity at the Alpharetta Jail Facility becomes an issue, Alpharetta shall notify Sandy Springs as soon as practicable and Sandy Springs will be required to transport its arrestees to another jail facility for processing.

Alpharetta agrees to release Sandy Springs Inmates upon lawful request by law enforcement officers of Sandy Springs to law enforcement officers of Sandy Springs or upon the posting of appropriate bail or upon the order of a court of competent jurisdiction. Prior to the release of a Sandy Springs Inmate from custody, Alpharetta shall request/initiate a GCIC/NCIC warrant check by Sandy Springs police agency, and the GCIC/NCIC warrant check must be completed by Sandy Springs police agency before any such release.

Alpharetta further agrees to allow Sandy Springs to use sufficient space within Alpharetta Jail Facility for bond and first appearance hearings, inmate interviews and other similar purposes. Such space may be virtual, where appropriate. The Parties agree to cooperate with each other regarding the scheduling of the use of these spaces. Sandy Springs shall be responsible for the transportation of Sandy Springs Inmates to Municipal Court and will ensure that first appearance hearings are provided to Sandy Springs Inmates in accordance with state and federal law.

In executing this Agreement, Alpharetta does not assume any liability or responsibility for, or in any way release Sandy Springs from any liability arising out of or related to the legality of the arrest of Sandy Springs Inmates or the legality or enforceability of any Sandy Springs ordinance. Under no circumstances shall any employee, official or agent of Alpharetta be deemed to be an employee of Sandy Springs for any purposes and nothing contained within this Agreement shall be deemed to create any such employee-employer relationship.

Notwithstanding this provision or any other provision within this Agreement, Alpharetta may,

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in its sole discretion, refuse to accept any Sandy Springs Inmate at the Alpharetta Jail Facility. Alpharetta agrees to exercise this discretion in a reasonable manner. Upon such occurrence, Alpharetta shall notify Sandy Springs within 24 hours of the refusal and the reason or reasons for the refusal. Additionally, Alpharetta may, in its sole discretion, refuse to retain any Sandy Springs Inmate who refuses to adhere to the requirements of the Alpharetta Detention Center Inmate Handbook, as may be amended from time to time, or any other rules and/or regulations applicable to inmates at the Alpharetta Jail Facility. In such cases, Sandy Springs will be required to retake custody of such Sandy Springs Inmate and make arrangements for such individual to be transported to and detained at another jail facility.

Section 7. Medical Care and Expenses of Sandy Springs Inmates.

Alpharetta will provide routine on-site medical care and treatment, including medical supplies, to Sandy Springs Inmates in the same manner that such services are provided to other inmates at the Alpharetta Jail Facility without any additional cost to Sandy Springs. Such medical care services are presently provided only via tele-medicine/tele-health. When in the determination of Alpharetta, off-site medical care or treatment, including emergency medical care or treatment, is required for a Sandy Springs Inmate, Alpharetta will notify Sandy Springs of same as soon as reasonably possible, so that Sandy Springs may arrange for the provision of such medical care or treatment and provide transportation to and from local healthcare facilities (i.e., off-site medical facilities); provided, however, when immediate emergency transport of a Sandy Springs Inmate to local healthcare facilities is required for emergency medical care/treatment, as determined at the sole discretion of Alpharetta, Alpharetta will provide emergency medical transport to local healthcare facilities. Security for Sandy Springs Inmates while at local healthcare facilities will be the responsibility of Sandy Springs; provided, however, when emergency transport has been provided at the discretion of Alpharetta, security will be provided by Alpharetta's detention officers until Sandy Springs is able to provide law enforcement officers to relieve such detention officers. Alpharetta shall notify Sandy Springs as soon as possible of all emergency medical cases requiring Alpharetta's emergency medical transport and removal of a Sandy Springs Inmate from the Alpharetta Jail Facility, and Sandy Springs agrees to provide security for any such inmates within one (1) hour after being contacted and provided the necessary information, or as soon thereafter as reasonably practicable.

As between the parties to this Agreement, to the extent that any off-site medical care or treatment is provided to a Sandy Springs Inmate, Sandy Springs agrees to be responsible for the costs of such off-site medical care or treatment; provided, however, Sandy Springs does not assume any liability or responsibility for, or in any way release Alpharetta from any cost or liability arising out of or related to any negligent or willful act or omission of Alpharetta, or any of their respective officers, deputies, employees, or agents. Nothing set forth in this Agreement shall be construed so as to limit or remove responsibility for payment of such off-site medical care or treatment by a Sandy Springs Inmate or a provider of insurance that is otherwise responsible for payment of part or all of such services or to limit Sandy Springs's right to reimbursements for the costs incurred for such medical care or treatment from a Sandy Springs Inmate or a provider of insurance when insurance coverage is available for payment for such services. Alpharetta agrees to cooperate with Sandy Springs in Sandy Springs's seeking reimbursement for the costs of medical care or treatment incurred by Sandy Springs for a Sandy Springs Inmate.

In the event a Sandy Springs Inmate is injured while in Alpharetta's custody, the Parties hereto

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agree to cooperate with each other regarding any investigation(s) related to such injury, to share pertinent information (without waiving any applicable privileges), and to determine allocation of responsibility related to any costs related to such injury. Contribution to or payment of any costs related to any such injury shall not be interpreted as an acceptance of liability by either Party associated with the same. Additionally, any Party who pays any costs associated with any such injury may receive reimbursement from the other Party, in full or in part, as the Parties may agree.

Section 8. Transition from Sandy Springs Inmate Status.

It is understood and agreed that a person booked and detained at the Alpharetta Jail Facility by reason of being charged with a municipal offense of the City of Sandy Springs or other offense over which the Municipal Court has jurisdiction shall be considered a Sandy Springs Inmate unless or until such person, whether exclusively on or in combination with other charges, is charged with any County, State[1] or Federal offense or is being held or detained by reason of an investigation of any County, State or Federal offense. It is further understood and agreed that a person detained or confined at the Alpharetta Jail Facility by reason of being convicted of a municipal offense of the City of Sandy Springs or other offense over which the Municipal Court has jurisdiction shall be considered a Sandy Springs Inmate unless or until such person is: (i) booked, held, or detained by reason of being convicted of any County, State or Federal offense; (ii) convicted of any County, State or Federal offense which provides for a sentence confining such person for any period of time that runs concurrently with the sentence of the Municipal Court; (iii) held, detained or confined beyond the period of confinement to which sentenced by the Municipal Court; or (iv) being held, detained or confined at the Alpharetta Jail Facility following the issuance of an order of a court of competent jurisdiction or contrary to any law providing for such person's release or transfer to another detention facility. Furthermore, it is understood and agreed that any person booked, held, detained or confined at the Alpharetta Jail Facility by reason of being charged with or convicted of a municipal offense of the City of Sandy Springs or other offense over which the Municipal Court has jurisdiction shall cease to be considered a Sandy Springs Inmate upon his or her release or transfer from the Alpharetta Jail Facility.

Section 9. Coordination and Administration.

The parties agree to work together to coordinate the use of the Alpharetta Jail Facility and the activities contemplated under this Agreement. It is agreed that for the purpose of liaison and administration, the Sandy Springs City Manager shall be Sandy Springs's primary representative and point of contact and Alpharetta City Administrator shall be Alpharetta's primary representative and point of contact. The Sandy Springs City Manager may appoint a designee(s) as Sandy Springs's representative(s) to whom all communications from Alpharetta with respect to the day-to-day operations performed under this Agreement may be addressed, and the Alpharetta City Administrator may appoint a designee(s) as Alpharetta's representative(s) to whom all communications from Sandy Springs with respect to the day-to-day operations performed under this Agreement may be addressed. Each party shall provide the other party with the names and contact information of such designees.

[1] Other than State offenses for which the Municipal Court maintains jurisdiction (i.e., a State offense over which the Municipal Court has jurisdiction which is not bound over to the State Court of Fulton County).

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Section 10. Insurance.

Each party to this Agreement shall procure and maintain such insurance as is required by applicable federal and state law and as may be appropriate and reasonable to cover its personnel, equipment, vehicles, property, and obligations hereunder, including but not limited to liability insurance, workers' compensation insurance, automobile liability insurance and property insurance. Any party hereto shall retain the right to self-fund for any and all of the aforementioned insurance coverages.

Section 11. Records; Audit; Billing.

Alpharetta agrees, upon request, to furnish Sandy Springs all records pertaining to the housing and maintenance of Sandy Springs Inmates. Sandy Springs shall have the right to audit all financial data pertaining to any fees or expenses for which Sandy Springs is responsible under this Agreement, which right shall survive the term of this Agreement. Alpharetta shall maintain a record of each Sandy Springs Inmate, which shall include the duration of confinement. Alpharetta shall submit invoices to Sandy Springs within 21 days following the end of each calendar month for the holding fees incurred during such previous calendar month related to Sandy Springs Inmates. The failure to timely submit an invoice shall not forgive payment by Sandy Springs. Sandy Springs agrees to pay said invoices to the Alpharetta within thirty (30) calendar days of receipt of an invoice.

Section 12. Notices.

All official notices or other communications required to be given in writing under this Agreement shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

For City of Alpharetta:
City Administrator
2 Park Plaza
Alpharetta, Georgia 30009

For City of Sandy Springs:
City Manager
1 Galambos Way
Sandy Springs, Georgia 30328

Section 13. **Entire Agreement; Modification**.

The terms of this Agreement represent the entire agreement between the parties and supersedes all prior written or oral statements and any preexisting agreements relating to the use of the Alpharetta Jail Facility by Sandy Springs No modification of this Agreement shall be binding upon the parties unless evidenced by a subsequent written Agreement approved and signed by the appropriate authorities or representatives of each party to this Agreement.

Docusign Envelope ID: 37A63F73-CF4A-8F03-83B1-E3D52A3F5A24

Section 14. Severability.

The provisions of this Agreement shall be deemed independent and severable. In the event any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of the Agreement.

Section 15. Time of Performance.

Time is of the essence in the performance of this Agreement.

Section 16. Governing Law.

This Agreement shall be governed in all respects as to the validity, construction, capacity performance, or otherwise by the laws of the State of Georgia.

Section 17. No Waiver of Immunity.

Nothing contained in this Agreement shall be constructed to be a waiver of either party's sovereign immunity, any individual's qualified immunity, or any other immunity or exemption from liability provided for by law.

Section 18. No Third-Party Beneficiaries.

This Agreement shall not be constructed as, or deemed to be, an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

Section 19. Survival.

Any and all provisions of this Agreement creating obligations extending beyond the term of this Agreement shall survive the expiration or termination of this Agreement, regardless of the reason for such termination.

{SIGNATURES ON NEXT PAGE}

Docusign Envelope ID: 37A63F73-CF4A-8F03-83B1-E3D52A3F5A24

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals the day and year first above written.

CITY OF ALPHARETTA, GEORGIA

By: DocuSigned by: 2DC5226B6FD44FB...
Jim Gilvin, Mayor

APPROVED AS TO CONTENT:

By: DocuSigned by: Chris Lagerbloom B06F51B7110640F...
Chris Lagerbloom, City Administrator

APPROVED AS TO FORM:

By: Signed by: Molly Esswein 617ABDA97F0F48B...
Molly Esswein, City Attorney

CITY OF SANDY SPRINGS, GEORGIA

By: DocuSigned by: 8D6B3E30080C4E9...
Russell K. Paul, Mayor

ATTEST:

By: DocuSigned by: Raquel Gonzalez B012A1E305D0495...
Raquel Gonzalez, City Clerk

APPROVED AS TO FORM:

By: Signed by: 2E80BB4269C64F1...
Dan Lee, City Attorney

STATE OF GEORGIA
COUNTY OF FULTON
EAST POINT POLICE DEPARTMENT

INMATE DETENTION AGREEMENT

This AGREEMENT (the "Agreement") is made and entered into this 21st day of October, 2019 by and between the CITY OF EAST POINT (hereinafter "EAST POINT"), a Municipal Corporation of the State of Georgia, County of Fulton and City of Union City, a Municipal Corporation of the State of Georgia, County of Fulton (hereinafter "UNION CITY"), acting by and through their respective officials authorized to enter into said AGREEMENT.

WITNESSETH:

WHEREAS, the Constitution provides that contracts between the EAST POINT and UNION CITY for joint services, for the provision of services or for the joint or separate use of facilities or equipment for any period not exceed 50 years, provided the contract for the services or facilities is such that contracting parties are authorized by law to undertake or provide;

WHEREAS, UNION CITY has a need for additional bed space to provide housing for inmates in its custody;

WHEREAS, EAST POINT is willing to provide such bed space to UNION CITY at the EAST POINT MUNICIPAL JAIL (hereinafter "JAIL") located at 2727 East Point Street, East Point, Georgia;

WHEREAS, the Parties desire to enter into an agreement for the provision of inmate detention services for the purpose of housing and maintaining UNION CITY inmates;

NOW THEREFORE, in consideration of the mutual promises, covenant, and obligations herein set forth, the Parties mutually agree as follows:

1.

DETENTION OF INMATES

A. EAST POINT agrees to provide detention of Inmates, as the term is hereinafter defined, up to the weekly maximum number of Inmates provided for in subsection B, at the JAIL according to the terms set forth herein. EAST POINT will provide room, board and other necessities to all Inmates incarcerated in the JAIL under the same terms and conditions as it treats its own inmates and detainees.

B. For the purpose of this Agreement, the term "Inmates" shall mean UNION CITY inmates serving time, UNION CITY pre-trial detainees, and persons hereinafter required by the MUNICIPAL COURT OF UNION CITY to serve any sentence of incarceration. The weekly maximum number of UNION CITY Inmates shall be 12.

2.

TERM

The term of this AGREEMENT shall be in effect upon the signature of all parties and shall remain in effect unless terminated by EAST POINT or by UNION CITY, in accordance with Section 16 of this Agreement.

3.

PER DIEM

A. UNION CITY shall pay Sixty Dollars ($60.00) per day to EAST POINT for every inmate detained in the JAIL who is the financial responsibility of UNION CITY, for the cost of providing housing and other inmate services.

B. EAST POINT shall invoice UNION CITY monthly for each inmate, specifying the name, date of birth and dates of confinement for each inmate, based upon the Inmate records of the Jail. UNION CITY shall remint payment for services and costs within THIRTY (30) days of the date of receipt of said invoice. Payments shall be sent to the City of East Point, 2777 East Point Street, East Point, Georgia 30344. Payments shall be sent timely to ensure payment within the prescribed time period.

C. Computation of Length of Stay. A prisoner per day shall be a twenty-four (24) hour period.

D. Review of Per Diem Amount. After each yearly anniversary of this AGREEMENT, the per diem rate may be increased by EAST POINT. If such a rate

increase is to be imposed, EAST POINT shall provide to UNION CITY THIRTY (30) days advance notice thereof.

E. New State or Federal Regulations. In the event of any additional expense per Inmate, incurred by EAST POINT at the JAIL as a result of changes in State or Federal Law or regulations, the rate shall be increased by the amount of such increased costs as to Inmates. If such a reimbursement is to be requested, EAST POINT shall provide to UNION CITY, THIRTY (30) days advanced notice thereof, and an explanation of the additional expense and supporting documentation.

4.

IDENTIFICATION AND BONDING

UNION CITY shall be responsible for all pre-detention identification of its inmates, including fingerprinting and photograph identification. UNION CITY will present said pre-detention identification to EAST POINT simultaneously upon delivery any of their inmate(s) to the custody of EAST POINT at the JAIL. For each Inmate, UNION CITY shall provide to EAST POINT the case number contained on its incident report, and any other information at UNION CITY's disposal, which is requested by EAST POINT. Inmates who use a bonding company approved by the Sheriff's Office at Fulton County, Georgia and the EAST POINT Chief of Police for bonds may be bonded out of the JAIL. However, EAST POINT will not accept any other bonds, concerning Inmates.

5.

UNIFORMS/PERSONAL PROPERTY

EAST POINT shall provide Inmates with uniforms, footwear, and personal hygiene items including, but not limited to, soap, toothpaste, toothbrushes and deodorant. EAST POINT will not accept personal property not taken directly from an Inmate's person, such as suitcases, braincases, and bags. However, EAST POINT will accept personal property taken directly from the Inmate's person, such as rings, keys and watches, such property shall be turned over to JAIL in a sealed property bag inventoried by UNION CITY. For the purposes of this Paragraph, items are deemed to be located on an Inmate's person if they are located directly on the body of the Inmate or on or in the clothes worn by an Inmate.

6.

RULES AND REGULATIONS

Inmates shall be required to abide by all Rules and Regulations of the JAIL including but not limited to visitation rules. All phones are collect type for outgoing calls. The JAIL is a non-smoking facility without television or radio privileges available for inmates. No commissary exists, and Inmates shall only receive three (3) meals per day. Visitation is on Saturday and Sundays from 9:00 A.M. to 11:00 A.M. and 1:00 P.M. to 3:00 P.M. Visitation is only allowed after inmates have been in the facility for four (4) days. The telephone number for the JAIL Information Office is 404-765-1096. EAST POINT shall provide to UNION CITY a complete list of the Rules and Regulations of the JAIL upon receipt of a written request by UNION CITY.

Any disciplinary actions against inmates shall be handled in accordance to the EAST POINT S.O.P. Policy A-200 for the JAIL (a copy of which shall be provided to UNION CITY upon receipt of a written demand by UNION CITY). UNION CITY shall retrieve any Inmates reasonably deemed undesirable by EAST POINT for detention in the JAIL within a reasonable time after receipt from EAST POINT of notice requesting the retrieval of such Inmate(s).

THE UNION CITY POLICE DEPARTMENT shall retrieve any inmates deemed undesirable for detention in the JAIL.

7.

APPLICABLE LAWS

EAST POINT shall enforce all applicable current and future County, State, and Federal Laws regarding the operation and maintenance of the JAIL.

8.

TRANSPORTATION OF INMATES

A. Except as otherwise provided in Paragraphs 9 and 10, UNION CITY shall be responsible for the transportation of all Inmates to and from the JAIL, including but not limited to the transportation of Inmates to and from any court appearance or any medical facility.

B. EAST POINT shall have Inmates whose immediate presence in any court is required ready for pick-up by UNION CITY from the JAIL no later than:

1) 8:30 AM each Tuesday unless on a holiday of EAST POINT;
2) 1:00 PM each Wednesday unless on a holiday of EAST POINT;
3) 8:30 AM each Thursday unless on a holiday of EAST POINT;
4) On such other dates and times as requested by UNION CITY unless on a holiday of EAST POINT.

UNION CITY shall furnish notice of the names of Inmates whose presence is required in court, as well as date and time of pick-up if requested under subparagraph (B)(4) above, to EAST POINT by telephone or fax no later than one (1) hour before designated pick-up time.

9.

EMERGENCY

A. EAST POINT shall have the authority to act on behalf of UNION CITY regarding the detention and care of Inmates in any Emergency as hereinafter defined (except for medical emergencies to the extent that they are addressed in Paragraph 10), and EAST POINT shall be responsible for the transportation of Inmates in case of any Emergency. However, in the event EAST POINT shall incur expenses as a result of transporting Inmates during any Emergency involving Inmates, UNION CITY will reimburse EAST POINT for any and all such expenses reasonably incurred by EAST POINT, as more specifically described in subparagraph (B).

B. Reimbursement: In the event that EAST POINT employees provide transportation services for an Inmate or Inmates pursuant to the terms of this paragraph, UNION CITY shall reimburse EAST POINT at a rate of ($0.40) cents per mile plus the hourly cost of $20.00 per hour for the officer providing transportation. UNION CITY shall make such reimbursement upon written demand by EAST POINT of payment of such costs incurred within thirty (30) days, which demand shall be made only once in any given calendar month.

C. Emergency defined: For the purpose of this Agreement, an Emergency shall be defined as a reasonably unforeseen occurrence with a potential to endanger personal safety or health, or cause substantial damage to property, that calls for immediate remedial action.

10.

MEDICAL CARE

A. EAST POINT will generally provide medical care to Inmates incarcerated in the JAIL under the same terms and conditions as it treats its own inmates and detainees.

B. In the event an Inmate complains of or exhibits symptoms of an adverse medical condition, EAST POINT shall, as soon as reasonably possible, provide the Inmate with an examination by medical para-professionals and provide treatment per their instructions.

C. In the event the medical para-professional determine that immediate emergency medical treatment is necessary for an Inmate, EAST POINT shall ensure that the Inmate is immediately transported by ambulance to Grady Memorial Hospital, or where the circumstances so require, to another hospital providing adequate emergency medical care services.

D. In the event the medical para-professionals determine that emergency medical treatment is not necessary, but that the Inmate should be taken to a hospital as soon as possible, EAST POINT shall notify UNION CITY by telephone and fax of such situation, and UNION CITY shall transport the Inmate to a hospital, provided that UNION CITY may request EAST POINT to transport the Inmate to the hospital. UNION CITY agrees to pay travel expenses as provided for in Paragraph 9(B) in the event that EAST POINT provides such Inmate transportation.

11.

MEDICAL EXPENSES

Any expense incurred by EAST POINT in the rendering of medical care to Inmates shall be reimbursed by UNION CITY to EAST POINT upon written demand by EAST POINT of payment of such costs incurred within the prior THIRTY (30) days, which demand shall be made only once in any given calendar month.

12.

ACCESS

UNION CITY personnel shall have the right of access to the JAIL for inspection, subject to reasonable prior written or verbal notice to EAST POINT and reasonable regulations of EAST POINT.

13.

LIABILITY

Every employee acting pursuant to this Agreement shall be deemed to be the agent and employee of his/her employer, and under no circumstances shall any employee be deemed to be a regular employee or agent of any entity other than his/her regular employer.

Each of the parties agrees to release and hold harmless the other party for the negligent acts or omissions of its own employees.

Each party shall indemnify and hold harmless the other party, its director, officers or employees from and against any loss or liability for death, injury or damage.

14.

GOVERNING LAW

This Agreement shall be governed by the laws of the State of Georgia.

15.

NO PROPERTY INTEREST CREATED

This Agreement shall not create any property interest by UNION CITY in the JAIL, and no estate shall vest in UNION CITY.

16.

TERMINATION OR DEFAULT

If either party shall violate any material provisions of this Agreement, the non-defaulting party may, by giving the violating party notice of the violation and a

and this Agreement shall continue as if such invalid, illegal, or unenforceable provision had never been contained herein.

E. It is acknowledged in this Agreement that the JAIL is a division of the EAST POINT POLICE DEPARTMENT and as such the JAIL is administered through the EAST POINT POLICE DEPARTMENT, which is a division of EAST POINT.

F. This Agreement is not assignable without the prior written consent of both parties.

G. Unless otherwise specified herein, notice shall be given by the United States Mail, statutory overnight delivery as defined in the Official Code of Georgia Annotated, or hand delivery. EAST POINT and UNION CITY may agree to alter, amend, or extend the applicable terms of notice upon written consent of both parties. Failure of either party to this Agreement to affirmatively or negatively deny or approve appropriate notice shall be deemed acceptance of such. Notice by United States Mail shall be deemed received within the applicable notice period upon the deposit of such written notice in the United States Mail prior to the expiration of the applicable notice period. All other notice shall be deemed received upon actual receipt.

CITY OF EAST POINT **CITY OF UNION CITY**

By: _____
Mayor

10/21/19
Date Approved

Attest:

By: Keshia McCullough
City Clerk

Tommy Gardner, Chief of Police
East Point Police Department
2727 East Point Street
East Point, Georgia 30344

_____
Authorized Representative

By: _____
Mayor, Vince Williams

8/20/19
Date Approved

By: Shandrella Jewett 8/20/19
City Clerk, Shandrella Jewett

Cassandra Jones, Chief of Police
Union City Police Department
5050 Union Street
Union City, GA 30291

_____
Authorized Representative

Approved As To Form

SANDY SPRINGS
CITY CLERK'S OFFICE

August 25, 2026

Lumpkin County Detention Center
385 East Main Street
Dahlonega, Georgia 30533
Attn: James Morrison, Captain

Re: Intergovernmental Agreement by and between the City of Sandy Springs and the Lumpkin County Sheriff's Office
(Housing of Adult Inmates in the Lumpkin County Detention Center)

Captain Morrison:

Enclosed please find two (2) copies of the above-mentioned. Upon full execution, please return one (1) original to me:

City Clerk's Office
City of Sandy Springs
1 Galambos Way
Sandy Springs, Georgia 30328
Attn: Raquel Gonzalez, City Clerk

Please contact me if you have any questions – rgonzalez@sandyspringsga.gov or (770) 206-1406.

Sincerely,

Raquel D. González
City Clerk

Cc: James McNabb, Captain
City of Sandy Springs Police Department

INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE CITY OF SANDY SPRINGS
AND THE
LUMPKIN COUNTY SHERIFF'S OFFICE

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), is made and entered into as of the date is shall have been executed below (the "Effective Date"), by and between the CITY OF SANDY SPRINGS, GEORGIA (the "City" or "Sandy Springs"), a municipal corporation of the State of Georgia, and the LUMPKIN COUNTY SHERIFFS OFFICE (the "Sheriff")for the placement of Adult Inmates in the Lumpkin County Detention Center in Lumpkin County, Georgia.

W I T N E S S E T H:

WHEREAS, pursuant to Article 9, Section 3, Paragraph 1 of the Constitution of the State of Georgia, the City of Sandy Springs (the "City"), together with is police department, Sandy Springs Police Department ("SSPD"), the Lumpkin County Board of Commissioners ("Lumpkin County") and the Lumpkin County Sheriff's Office (the "Sheriff") are authorized to enter into the attached Intergovernmental Agreement (the "Agreement") for the housing of adult inmates in the Lumpkin County Detention Center, in Lumpkin County, Georgia; and

WHEREAS, the City has a municipal court system and convictions for violations of laws occurring within Sandy Springs can result in incarceration; and

WHEREAS, the City has previously contracted with Lumpkin County for the housing of inmates who have been placed in custody by the Sandy Springs Police Department, for a total of two (2) years; and

WHEREAS, the City desires to duplicate the previous Agreement with Lumpkin County, with the addition of three (3) optional renewal years for a total of five (5) performance years; and

WHEREAS, the Sherriff is willing to house City's inmates subject to the terms and conditions of the attached Agreement.

NOW, THEREFORE, in consideration of the obligations set forth below and other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties hereby agree as follows:

I. PURPOSE, RESPONSIBILITIES & GUIDANCE.

A. PURPOSE: The purpose of this Agreement is to establish an agreement between the City of Sandy Springs, hereinafter the "Confining Jurisdiction", Lumpkin County and Stacy Jarrard in his capacity as Sheriff of Lumpkin County, hereinafter the "Lumpkin County Sheriff's Office", for the detention and care of adult persons incarcerated under the authority of the Confining Jurisdiction at the Lumpkin County Detention Center, hereinafter the "Jail Facility". The term "Parties" is used in this

Agreement to refer jointly to the Lumpkin County Sheriff's Office, Lumpkin County and the City of Sandy Springs, Georgia.

B. RESPONSIBILITIES: This Agreement sets forth the responsibilities of the Lumpkin County Sheriff s Office and the Confining Jurisdiction. The Agreement states the services the Lumpkin County Sheriff s Office shall perform satisfactorily to receive payment from the Confining Jurisdiction at the prescribed rate.

C. GUIDANCE: The Parties will determine the Inmate Day Rate annually on or before the anniversary of this Agreement. As of the execution of this Agreement, the Inmate Day Rate shall be Fifty-Five Dollars & 00/100 ($55.00) plus medical expenses not covered by the contracted health care provider for the Lumpkin County Sheriff's Office.

II. GENERAL.

A. FUNDING: The obligation of the Confining Jurisdiction to make payments to the Lumpkin County Sheriff's Office is absolute during the Period of Performance, as defined in Sect. *VII- Period of Performance.* The Confining Jurisdiction will neither present Inmates to the Lumpkin County Sheriff's Office nor direct performance of any other services until the Confining Jurisdiction has the appropriate funding.

B. CONSISTENCY WITH APPLICABLE LAW: Any provision of this Agreement contrary to applicable statutes, regulation, policies, or judicial mandates is null and void, but shall not necessarily affect the balance of the Agreement.

C. DEFINITIONS: As used throughout this Agreement, the following terms shall have the meanings set forth below:

1) "Confining Jurisdiction"- The City of Sandy Springs, Georgia.

2) "Effective Date"- The date set forth in the recitals of this Agreement.

3) "Emergency Medical"- Medical care and services provided Inmates outside the Jail, including the transportation and security for the Inmates.

4) "Inmate"- A person detained in the Jail Facility by reason of being charged with or convicted of a municipal offense or any offense over which the Municipal Court of the Confining Jurisdiction has jurisdiction.

5) "Inmate Day"- All or any part of one (1) calendar day beginning at 12:00 a.m. (midnight) and ending at 11:59 p.m.

6) "Jail Facility"- The Lumpkin County Detention Center located at 385 E. Main St., Dahlonega, Georgia 30533.

7) "Municipal Court"- The court established by the Confining Jurisdiction's ordinances and over such other matters as are by general law made subject to the jurisdiction or municipal courts.

8) "On-Site Medical"- The same medical care and services provided at the Jail for inmates detained by the Lumpkin County Sheriff's Office.

9) "Lumpkin County Sheriff's Office"- Stacy Jarrard in his capacity as Sheriff of Lumpkin County, Georgia.

10) "Special Medical Supplies"- Those supplies and drugs required for Inmates with epilepsy, diabetes, or other special medical problems.

11) "Standard Medical Supplies"- Includes Aspirin, Band-Aids and similar materials (non-prescription/found in a standard first aid kit).

III. COVERED SERVICES.

A. BED SPACE: The Lumpkin County Sheriff's Office shall provide adult male/female beds in the Jail Facility on a space available basis. The Confining Jurisdiction will be financially liable only for the actual Inmate Days, as defined in this Agreement.

B. BASIC NEEDS: The Lumpkin County Sheriff's Office shall provide adult detainees with safekeeping, housing, subsistence, medical and other services in accordance with this Agreement. In providing these services, the Lumpkin County Sheriff's Office shall ensure compliance with all applicable laws, regulations, fire and safety codes, policies, and procedures. The types and levels of services shall be those the Lumpkin County Sheriff's Office routinely affords to other inmates.

C. ADULT DETAINEES: If the Lumpkin County Sheriff's Office determines that the Confining Jurisdiction has delivered a person for custody who is either under the age of eighteen (18) OR subject to the jurisdiction of the Juvenile Justice System, the Lumpkin County Sheriff's Office shall not house that person with adult detainees and shall notify the Confining Jurisdiction immediately. The Confining Jurisdiction shall immediately remove such person within eight (8) hours of being notified by the Lumpkin County Sheriff's Office.

D. SENTENCED DETAINEES: The Lumpkin County Sheriff's Office will only accept Inmates that have been sentenced pursuant to a misdemeanor violation and/or a county/city ordinance. The Lumpkin County Sheriff's Office will not accept Inmates charged or sentenced for felonies.

E. UNIT OF SERVICE AND FINANCIAL LIABILITY: The unit of service will be "Inmate Date" (one person per day) meaning all or any part of one (1) calendar day beginning at 12:00 a.m. (midnight) and ending at 11:59 p.m. The Inmate Day begins on the date of arrival.

F. INMATE TRANSPORTATION: Transportation of Inmates to and from the Jail Facility is the responsibility of the Confining Jurisdiction.

G. INTERPRETIVE SERVICES: The Lumpkin County Sheriff's Office shall make special provisions for non-English speaking, handicapped, or illiterate Inmates. The Confining Jurisdiction will reimburse the Lumpkin County Sheriff's Office for any costs associated with providing commercial written or telephone language interpretive services, and upon request, will assist the Lumpkin County Sheriff's Office in obtaining translation services. The Lumpkin County Sheriff's Office shall provide all instructions verbally (in English or the Inmate's native language as appropriate) to Inmates who cannot read. The Lumpkin County Sheriff's Office shall include the amount that the Lumpkin County Sheriff's Office paid for such services on its regular monthly invoice.

IV. RECEIVING AND DISCHARGING INMATES.

A. REQUIRED ACTIVITY: The Lumpkin County Sheriff's Office shall receive and discharge Inmates only from and to properly identified Confining Jurisdiction personnel. Presentation of Confining Jurisdiction credentials shall constitute proper identification. The Lumpkin County Sheriff's Office shall furnish receiving and discharging services twenty-four (24) hours per day, seven (7) days a week. The Confining Jurisdiction shall furnish the Lumpkin County Sheriff's Office with reasonable notice of receiving or discharging Inmates. The Lumpkin County Sheriff's Office shall ensure positive identification and recording of Inmates and Confining Jurisdiction personnel. The Lumpkin County Sheriff's Office shall not permit medical or emergency discharges except through coordination with the Municipal Court of the Confining Jurisdiction. The Lumpkin County Sheriff's Office agrees to release Inmates as designated by the Municipal Court of the Confining Jurisdiction on a time-served basis. The Confining Jurisdiction agrees that the Lumpkin County Sheriff's Office retains the right to award earned time allowances in accordance with O.C.G.A. § 42-4- 7, up to and including one-half (1/2) of the period of confinement imposed. (a/k/a 'two for one')

B. RESTRICTED RELEASE OF INMATES: The Lumpkin County Sheriff's Office shall not release Confining Jurisdiction Inmates from its physical custody to any persons other than those described in Paragraph A of this Section, for any reason, except for medical, other emergency situations, production order, or in response to a writ of habeas corpus. If a Confining Jurisdiction Inmate is sought for federal, state, or local court proceedings, only the Confining Jurisdiction may authorize release of the Inmate for such purposes. The Lumpkin County Sheriff's Office shall contact the Confining Jurisdiction immediately regarding any such requests.

C. LUMPKIN COUNTY SHERIFF'S OFFICE RIGHT OF REFUSAL: The Lumpkin County Sheriff's Office retains final and absolute right either to refuse acceptance, or request removal of any Inmate exhibiting violent or disruptive behavior, or of any Inmate found to have a medical condition that requires medical care beyond the scope of the Lumpkin County Sheriff's Office's medical provider. In the case of an Inmate already in custody, the Lumpkin County Sheriff's Office shall notify the Municipal Court of the Confining Jurisdiction and request such removals and shall allow the Confining Jurisdiction reasonable time to make alternative arrangements for, and to remove, the Inmate. For purposes of this paragraph, "reasonable time" shall not exceed twenty- four (24) hours.

D. EMERGENCY EVACUATION: In the event of an emergency requiring evacuation of the Jail Facility, the Lumpkin County Sheriff's Office shall evacuate the Confining Jurisdiction's inmates in the same manner, and with the same safeguards, as it employs for all persons detained by the Lumpkin County Sheriff's Office. The Lumpkin County Sheriff's Office shall notify the Confining Jurisdiction within a reasonable time of such evacuation.

E. While in the temporary custody of the Lumpkin County Sheriff's Office, the Confining Jurisdiction agrees that these "temporarily housed" inmates will fall within all other paragraphs of this Intergovernmental Agreement. (Inmate Day Rates, On-Site Medical, Transportation Responsibilities, etc.)

V. MINIMUM SERVICE STANDARDS. The Lumpkin County Sheriff's Office shall:

A. House the Confining Jurisdiction's Inmates in a facility that complies with all applicable fire and safety codes as well as ensure continued compliance with those codes throughout the duration of the Agreement.

B. Provide guard personnel to ensure that there is twenty-four (24) hour supervision of Inmates. The Lumpkin County Sheriff's Office shall visually and physically check Inmates in individual cells at least hourly. Segregate inmates in custody by gender and by risk of violence to other inmates.

C. Provide a mattress and appropriate bed linens.

D. Provide an initial hygiene kit {one (1) per Inmate}. After the initial hygiene kit, each Inmate that is determined to be indigent will receive a kit every two (2) weeks. The Confining Jurisdiction will be billed for the additional indigent kits at a rate of Five Dollars & 00/100 ($5.00) per indigent kit per Inmate.

E. Provide a minimum of three (3) nutritionally balanced meals in each twenty-four (24) hour period for each Inmate.

1) There will be no more than fourteen (14) hours or fewer than four (4) hours between meals. The Lumpkin County Sheriff's Office will provide a minimum of two (2) hot meals in this twenty-four (24) hour period.

2) The Lumpkin County Sheriff's Office will provide a sack lunch for each Inmate picked up by the Confining Jurisdiction for court proceedings. The Confining Jurisdiction will provide a minimum of a two (2) hour notice to the Lumpkin County Sheriff's Office of the number of sack lunches needed, along with the Inmate(s) names who are being picked up.

F. Provide medical services as described in Sect. VI *Medical Services* below.

G. Provide a mechanism for confidential communication between the Confining Jurisdiction's Inmates and the Confining Jurisdiction officials regarding their case status and custody issues. The mechanism may be through electronic, telephonic, or written means, and shall ensure the confidentiality of the issue and the individual Inmate.

H. Afford the Confining Jurisdiction's Inmates, indigent or not, reasonable access to telephones for contact with attorneys, the courts, and family members.

I. Afford each Confining Jurisdiction Inmate with reasonable access to legal materials for his or her case. The Confining Jurisdiction will provide the required materials. The Lumpkin County Sheriff's Office will provide space to accommodate legal materials at no additional cost to the Confining Jurisdiction. {Note: The Confining Jurisdiction may waive this requirement where the average length of detention is thirty (30) days or less}.

J. Afford the Confining Jurisdiction's Inmates reasonable visitation with legal counsel, foreign consular officers, family members, and representatives of pro-bono organizations.

K. Provide the Confining Jurisdiction's Inmates with access to recreational programs and activities to the extent possible, under appropriate conditions of security and supervision to protect their safety and welfare.

VI. MEDICAL SERVICES.

A. AUSPICES OF HEALTH AUTHORITY: The Lumpkin County Sheriff's Office shall provide the Confining Jurisdiction's Inmates with On-Site Medical care services. The Lumpkin County Sheriff's Office shall ensure equipment, supplies, and materials are furnished to deliver health care on site.

B. LEVEL OF PROFESSIONALISM: The Lumpkin County Sheriff's Office shall ensure that all health- care service providers utilized for the Confining Jurisdiction's Inmates hold current licenses, certifications, and/or registrations with the State and/or City where they are practicing. The Lumpkin County Sheriff's Office shall contract appropriately trained healthcare professionals to provide healthcare and sick call coverage unless expressly stated otherwise in this Agreement.

C. ACCESS TO HEALTH CARE: The Lumpkin County Sheriff's Office shall ensure that On-Site Medical and health care coverage as defined below is available for all the Confining Jurisdiction's Inmates at the Jail Facility, seven (7) days per week. The Lumpkin County Sheriff's Office shall ensure that the Confining Jurisdiction's Inmates have access to submit medical and health complaints in writing and/or electronic media directly to the medical and health care staff. The Lumpkin County Sheriff's Office shall furnish the Inmates instructions in his or her native language for gaining access to health care services as prescribed in Sect. III, Paragraph G.

D. ON-SITE HEALTHCARE: The Lumpkin County Sheriff's Office shall furnish on-site health care under this Agreement. The Lumpkin County Sheriff's Office shall ensure that the Confining Jurisdiction's Inmates receive no lower level of On-Site medical care and services than those it provides to other Inmates. On-site healthcare services shall include initial medical screening within twenty-four (24) hours of arrival at the jail facility, sick call coverage, provision of medically necessary over-the-counter medications, treatment of minor injuries (e.g., lacerations, sprains, and contusions), treatment of special needs, and mental health assessments. In accordance with O.C.G. A. § 42-4-71, a Five Dollars & 00/100 ($5.00) fee will be assessed to each inmate's commissary fund per Inmate-initiated medical visit.

Inmates with chronic conditions shall receive prescribed treatment and follow-up care. Costs for health care received off-site shall be borne by the Confining Jurisdiction. Routine On-Site medical treatment and standard medical supplies are covered by the medical services provided under the contract with the Lumpkin County Sheriff's Office. To the extent that the Sheriff would be required to provide, and/or the Lumpkin County Sheriff's Office would be required to pay for, special medical supplies, emergency medical and follow-up care, and off-site health care, the Confining Jurisdiction shall be invoiced in addition to the Inmate Day Rate.

E. INITIAL MEDICAL SCREENING: Initial medical screening shall include, at a minimum, TB symptom screening, when indicated planting of the Tuberculin Skin Test (PPD) and recording the history of past and present mental and physical illnesses.

F. UNACCEPTABLE MEDICAL CONDITIONS: If the Lumpkin County Sheriff's Office determines that a Confining Jurisdiction Inmate has a medical condition which renders that person unacceptable for detention under this Agreement, (for example, contagious disease, condition needing life support, uncontrollable violence), the Lumpkin County Sheriff's Office shall notify the Municipal Court of the Confining Jurisdiction. Upon such notification, the Lumpkin County Sheriff's Office shall allow the Confining Jurisdiction reasonable time to make the proper arrangements for, and removal of, that inmate. For purposes of this paragraph, "reasonable time" shall not exceed twenty-four (24) hours.

G. EMERGENCY MEDICAL CARE: The Lumpkin County Sheriff's Office shall furnish twenty-four (24) hour Emergency Medical care and emergency evacuation procedures. In an emergency, the Lumpkin County Sheriff's Office shall obtain the medical treatment required to preserve the inmate's health. The Lumpkin County Sheriff's Office shall have access to an off-site Emergency Medical provider, at all times. The Lumpkin County Sheriff's Office shall notify the Confining Jurisdiction as soon as possible after Inmate receipt of such care. The Lumpkin County Sheriff's Office will obtain pre-authorization from the Confining Jurisdiction for service(s) beyond the initial emergency situation.

H. OFF-SITE INMATE SECURITY: The Lumpkin County Sheriff's Office shall, for no additional charge to the Confining Jurisdiction, provide Inmate security during the initial two (2) hours Inmates are admitted to an outside medical facility. The Confining Jurisdiction will be responsible for providing the Inmate security at the end of the initial two (2) hour period. The Lumpkin County Sheriff's Office shall not, however, remove its Inmate security until the Confining Jurisdiction personnel relieve them. In the event that the Confining Jurisdiction is unable to provide off-site inmate security, the Lumpkin County

Sheriff's Office may provide off-duty deputy(s) to provide security at a set rate of Forty-Five Dollars & 00/100 ($45.00) per hour. Off- site Inmate security shall be invoiced separately to the Confining Jurisdiction and payable as directed by the invoice.

VII. PERIOD OF PERFORMANCE. The initial term of this Agreement shall commence on the Effective Date for an initial term of one (1) year, unless an emergency situation requires immediate relocation of Inmates, or the Parties agree to a shorter period under the procedures prescribed in Sect. *IX. Modifications and Disputes*. This Agreement shall be renewed automatically for four (4) additional one (1) year terms, unless either Party provides written notice of termination to the other Party at least sixty (60) days prior to the end of the then current term.

VIII. INSPECTION.

A. JAIL AGREEMENT INSPECTION REPORT: The Lumpkin County Sheriff's Office shall allow the Confining Jurisdiction to conduct inspections of the Jail Facility, as required, to ensure an acceptable level of service and acceptable conditions of confinement as determined by the Confining Jurisdiction. Notice to the Lumpkin County Sheriff's Office is not required prior to an inspection. The Confining Jurisdiction will share findings of the inspection with the Lumpkin County Sheriff's Office to promote improvements to Jai facility operation, conditions of confinement, and level of service.

B. POSSIBLE TERMINATION: If the Lumpkin County Sheriff's Office fails to remedy deficient service the Confining Jurisdiction identifies through inspection, the Confining Jurisdiction may terminate this Agreement without regard to the provisions of Sect. VII *Period of Performance* and Sect. IX *Modifications and Disputes.*

C. SHARE FINDINGS: The Lumpkin County Sheriff's Office shall, upon request, provide the Confining Jurisdiction copies of any facility inspections.

IX. MODIFICATIONS AND DISPUTES.

A. MODIFICATIONS: Actions other than those designated in this Agreement will not bind or incur liability on behalf of either Party. Either Party may request a modification to this Agreement by submitting a written request to the other. A modification will become part of this Agreement only after the Confining Jurisdiction and the authorized signatory of Lumpkin County and the Lumpkin County Sheriff's Office have approved the modification in writing.

B. DISPUTES: The Confining Jurisdiction and the authorized signatory of Lumpkin County and the Lumpkin County Sheriff are the Parties to settle disputes, questions, and concerns arising from this Agreement. Settlement of disputes shall be memorialized in a written modification between the Parties. The Parties hereto agree that in the event any dispute should arise regarding the matters covered by this Agreement which cannot be resolved between the Parties, said disputes shall be submitted to non-binding mediation. The mediator shall be selected by mutual agreement of the Parties at the time and such dispute arises. In the even mediation is not successful, the Parties will submit the dispute to the Superior Court of Lumpkin County.

X. ADJUSTMENT OF THE INMATE DAY RATE. The Confining Jurisdiction shall reimburse the Lumpkin County Sheriff's Office at the Inmate Day rate provided in Sect. I *Purpose, Responsibilities & Guidance* of this document. The Parties may adjust that rate twelve (12) months after the date of signing, and every twelve (12) months thereafter. Such adjustments shall be effective on the first day of the month following execution of the modification.

XI. ENROLLMENT, INVOICING, & PAYMENT.

A. INVOICING: The Lumpkin County Sheriff's Office shall submit an original itemized invoice containing the following information: the name and address of the Jail Facility; the name of each Confining Jurisdiction Inmate, and his or her specific dates of detention; the total number of Inmate Days; the daily rate; the total Inmate Days multiplied by the daily rate; an itemized listing of all other charges; and the name, title, address, and phone number of the local official responsible for invoice preparation. A separate invoice, when applicable, shall be submitted containing the following information for off-site Inmate security: the name and address of the Jail Facility; the name and address of the off-site facility; the name of the Confining Jurisdiction Inmate, the specific dates of off-site security provided; the total number of off-site security hours; the total security hours multiplied by the hourly rate; the name, title, address, and phone number of the off-duty deputy who provided the off-site security; and the name, title, address, and phone number of the local official responsible for invoice preparation.

Any invoice submitted by the Lumpkin County Sheriff's Office for payment by the Confining Jurisdiction shall also provide such additional information and documentation as may be required by the Confining Jurisdiction's Finance Director. The Lumpkin County Sheriff's Office shall submit monthly invoices within the first ten (10) working days of the month following the calendar month when it provided the services, to:

City of Sandy Springs
1 Galambos Way
Sandy Springs, Georgia 30328
Attn: Toni Carlisle, Chief Financial Officer
(770) 730-5600
tcarlisle@sandyspringsga.gov

B. PAYMENT: The Confining Jurisdiction will remit funds to Lumpkin County on or before thirty (30) calendar days after the Lumpkin County Sheriff's Office submits a complete and compliant invoice. The date Lumpkin County actually receives the funds shall constitute the payment date. The Confining Jurisdiction shall pay interest on overdue payments to Lumpkin County at the rate of one percent (1%) per month or any fraction thereof.

XII. HOLD HARMLESS AND INDEMNIFICATION PROVISIONS.

A. LUMPKIN COUNTY SHERIFF'S OFFICE HOLD HARMLESS: The Confining Jurisdiction shall save and hold the Lumpkin County Sheriff's Office and Lumpkin County harmless, and indemnify the Lumpkin County Sheriff's Office and Lumpkin County against any and all liability claims and costs of whatever kind and nature, for injury to or death of any person(s), or loss or damage to any property, which occurs in connection with or incident to performance of work under the terms of this Agreement, and which results from negligent acts or omissions of Confining Jurisdiction officers or personnel. This hold harmless and indemnity provision shall not act as or otherwise constitute a waiver of sovereign immunity, official immunity or qualified immunity that may otherwise be applicable in the defense of any claims maintained against the Confining Jurisdiction.

B. CONFINING JURISDICTION HOLD HARMLESS: The Lumpkin County Sheriff's Office shall save and hold the Confining Jurisdiction harmless, and indemnify the Confining Jurisdiction against any and all liability claims and costs of whatever kind and nature, for injury or to death of any person(s), or loss or damage to any property, which occurs in connection with or incident to performance of work under the terms of this Agreement, and which results from negligent acts or omissions of Lumpkin County Sheriff's Office deputies or employees. This hold harmless and indemnity provision shall not act as or otherwise constitute a waiver of sovereign immunity, official immunity or qualified immunity that may otherwise be applicable in the defense of any claims maintained against the Lumpkin County Sheriff's Office.

C. DEFENSE OF SUIT: The Lumpkin County Sheriff's Office will defend actions brought by Inmates where the primary allegation of the litigation is an act of the Lumpkin County Sheriff's Office or

its employees. The Confining Jurisdiction shall defend all other legal actions brought by Confining Jurisdiction Inmates.

D. RECOVERY AGAINST THIRD PARTIES: Neither Party shall do anything to prejudice the other Party's right to recover against third parties for any loss, destruction of, or damage to property. Both Parties agree to furnish all reasonable assistance and cooperation to the other in the event of litigation, including assistance in the prosecution of the lawsuit and execution of instruments of assignment in favor of the Party seeking to obtain recovery.

XIII. RETENTION OF RECORDS.

A. RETENTION: All financial records, supporting documents, statistical records, and other records pertinent to contracts or subordinate agreements under this Agreement shall be retained by the Lumpkin County Sheriff's Office for at least three (3) years for purposes of examinations and audit. The three (3) year retention period begins at the end of the first year of completion of service under the Agreement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three (3) year period, the records will be retained until completion of the action and resolution of all issues that arise from it or until the end of the regular three (3) year period, whichever is later.

B. ACCESS TO RECORDS: The Confining Jurisdiction shall have the right of access to any pertinent books, documents, papers, or other records of the Lumpkin County Sheriff's Office.

XIV. REPRESENTATION ON AUTHORITY OF PARTIES/SIGNATORIES. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other, that the execution and delivery of the Agreement and the performance of such Party's obligations here under have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

{Signature Page to Follow}

IN WITNESS WHEREOF, the Parties have hereunto set their hands and affixed their seals on the day and year first above written.

CITY OF SANDY SPRINGS, GEORGIA

By: _____
Russell K. Paul, Mayor

Attest:

By: _____
Raquel D. González, City Clerk

{SEAL}

LUMPKIN COUNTY SHERIFF'S OFFICE

By: _____
Stacy Jarrard, Sheriff

Attest:

By: _____
Witness CAPT. JAMES W. MORRISON #201

GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, we recommend reporting this to the Department of Community Affairs.

COUNTY: FULTON COUNTY	**Service: Law Enforcement/Police Services**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):**Type Name of the single Government, Authority or Organization Here**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of the single Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Fulton County, Alpharetta, Atlanta, Chattahoochee Hills, South Fulton, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, Union City**

e.) ☐ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.



SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County, Alpharetta, Atlanta	Grants, General Funds, Fees, Fines
Chattahoochee Hills, South Fulton	Grants, General Funds, Fees, Fines
College Park, East Point, Fairburn	Grants, General Funds, Fees, Fines
Hapeville, Johns Creek, Milton	Grants, General Funds, Fees, Fines
Mountain Park, Palmetto, Roswell	Grants, General Funds, Fees, Fines
Sandy Springs, Union City	Grants, General Funds, Fees, Fines

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

Added more cities since the last SDS submission

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

Not Applicable

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, we recommend reporting this to the Department of Community Affairs.

COUNTY: FULTON COUNTY	**Service: Marshal**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☒ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):**Fulton County**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of the single Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

e.) ☐ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County	Grants, General Funds, Fines, Fees, Special Services District, and Forfeiture Funds

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

No Changes

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
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6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

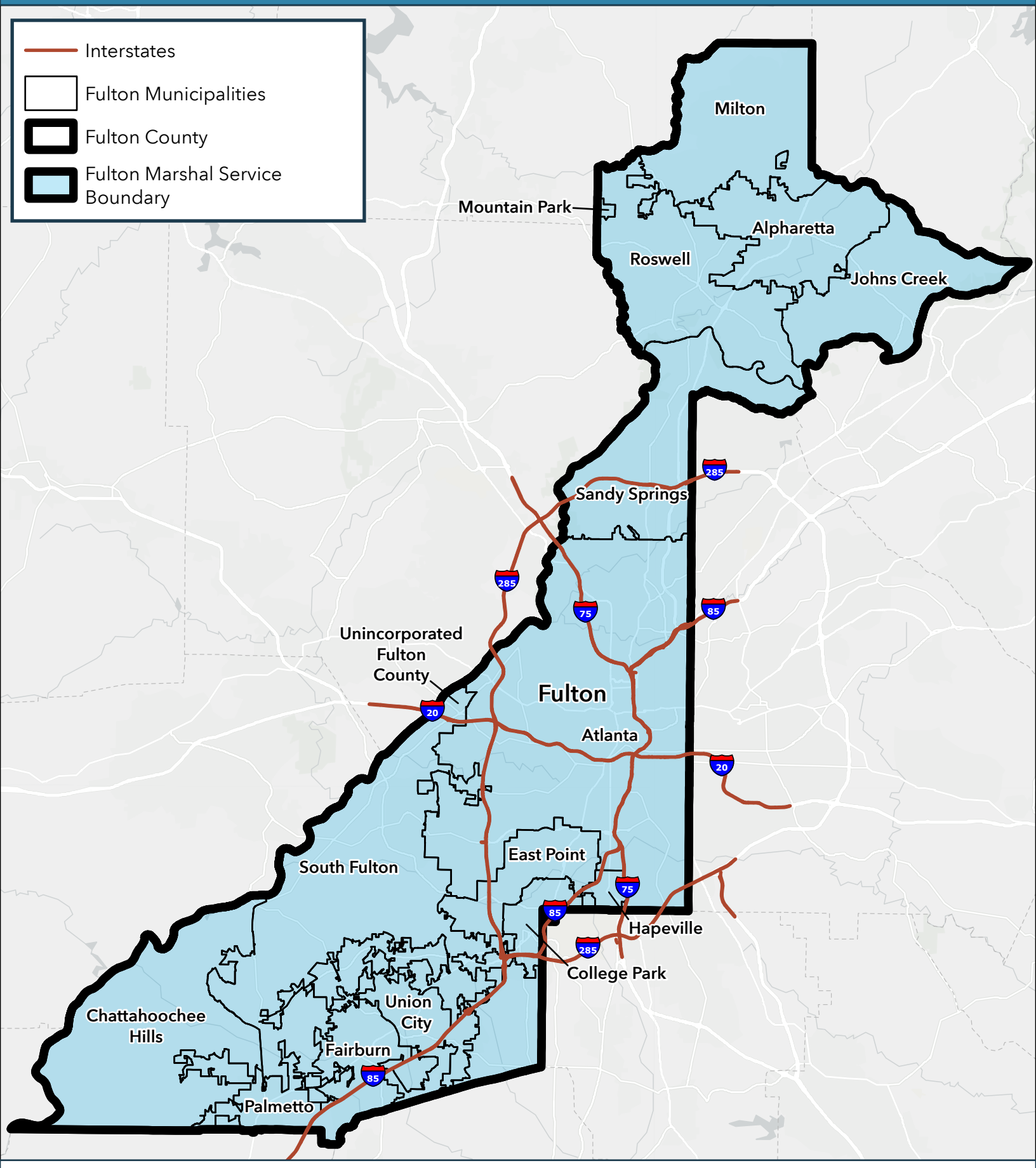
Not Applicable

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

Fulton County - SDS 2026 Marshal Service Map



GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, we recommend reporting this to the Department of Community Affairs.

COUNTY: FULTON COUNTY	**Service: Medical Examiner**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☒ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):**Fulton County**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of the single Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

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e.) ☐ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County	Grants, General Funds

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

No Changes

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

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6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

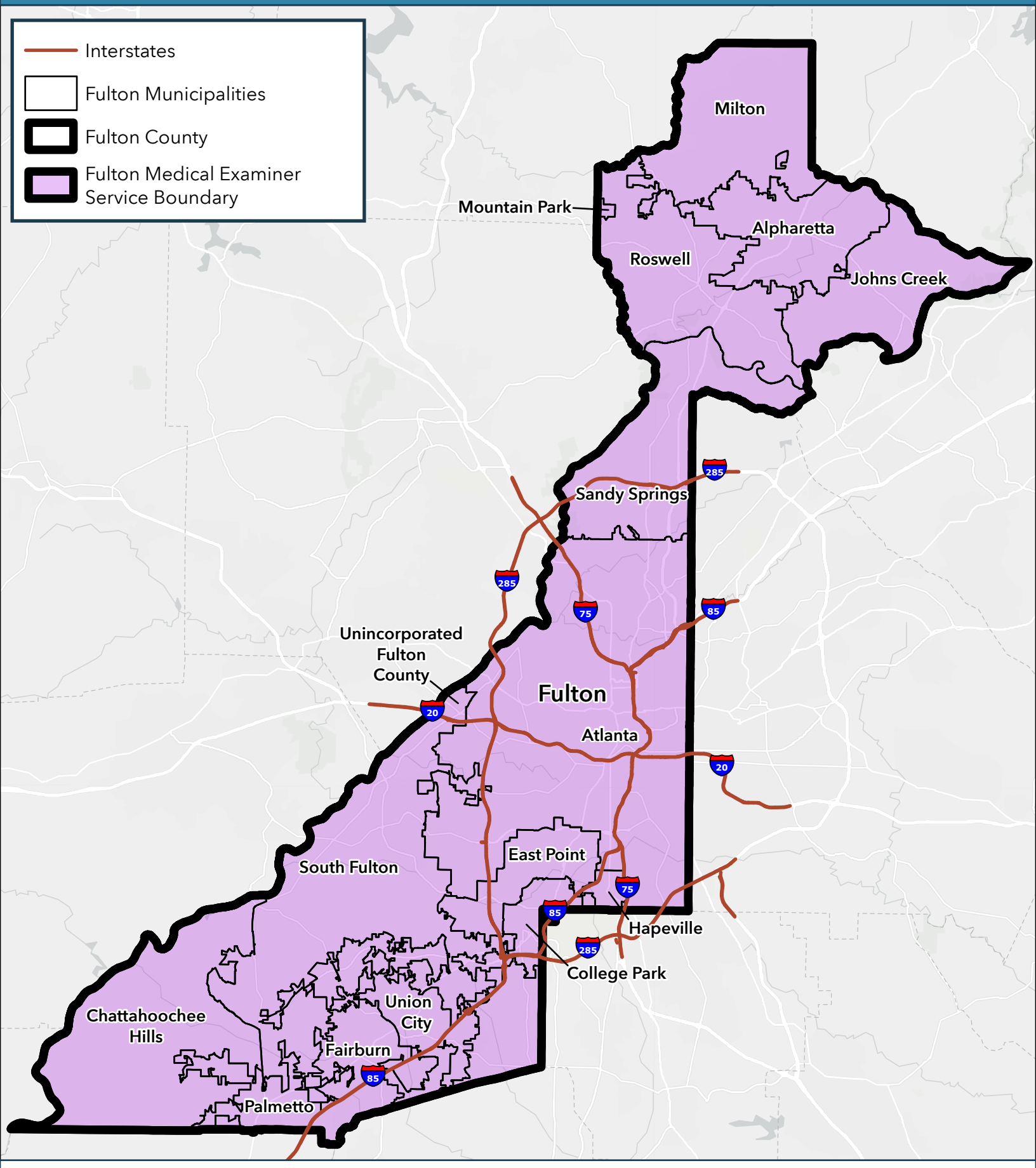
Not Applicable

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

Fulton County - SDS 2026 Medical Examiner Service Map



GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, we recommend reporting this to the Department of Community Affairs.

COUNTY: FULTON COUNTY	**Service: Municipal Prosecution**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):**Type Name of the single Government, Authority or Organization Here**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of the single Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Fulton County, Alpharetta, Atlanta, Chattahoochee Hills, South Fulton, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, Union City**

e.) ☐ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.



SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County, Alpharetta, Atlanta	Grants, General Funds, Fees
Chattahoochee Hills, South Fulton	Grants, General Funds, Fees
College Park, East Point, Fairburn	Grants, General Funds, Fees
Hapeville, Johns Creek, Milton	Grants, General Funds, Fees
Mountain Park, Palmetto, Roswell	Grants, General Funds, Fees
Sandy Springs, Union City	Grants, General Funds, Fees

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

Added more cities since the last SDS submission

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

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6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

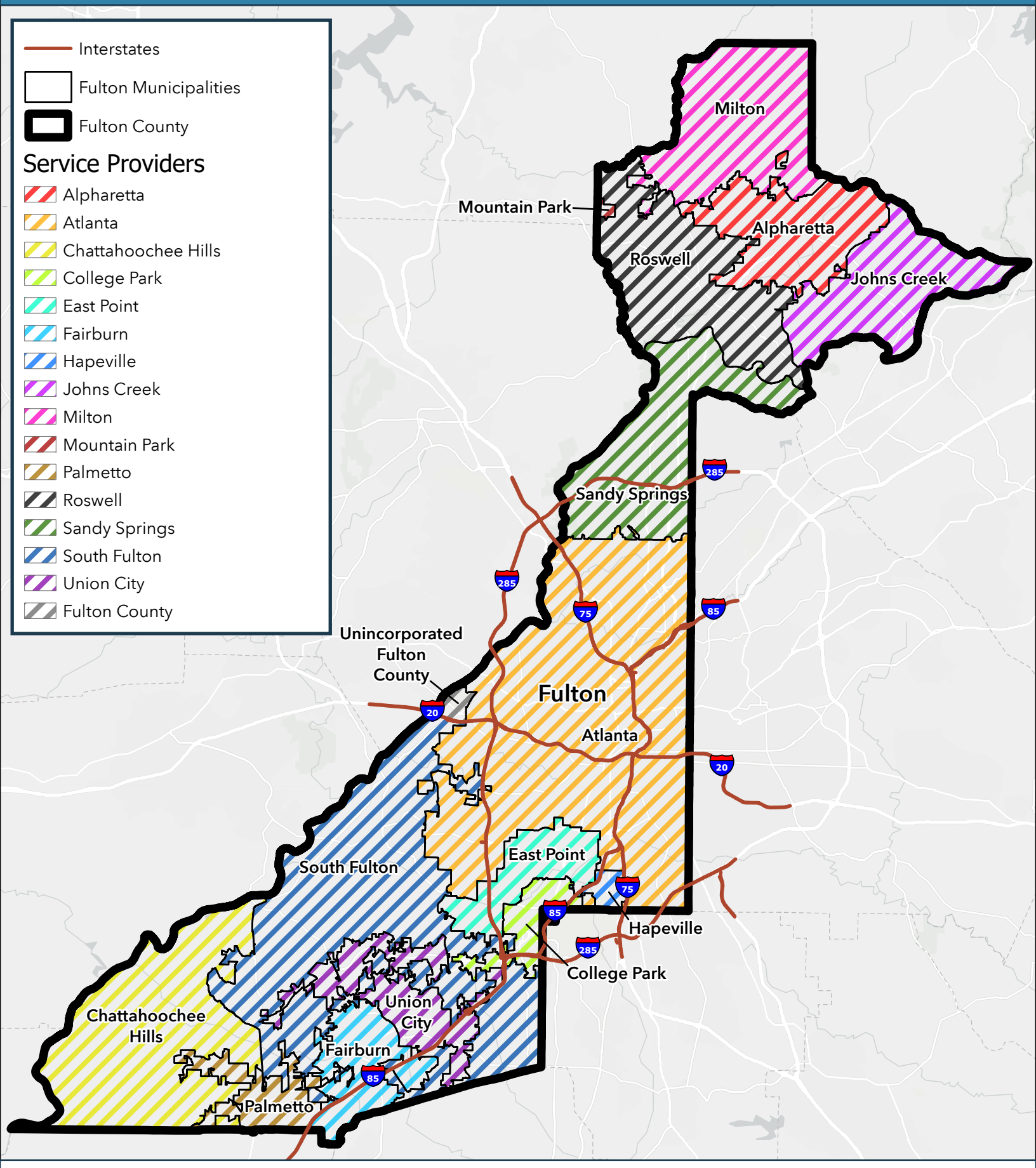
Not Applicable

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

Fulton County - SDS 2026 Municipal Prosecution Service Map



GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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COUNTY: FULTON COUNTY	**Service: Parks and Recreation (Municipal)**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):**Type Name of the single Government, Authority or Organization Here**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of the single Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Fulton County, Alpharetta, Atlanta, Chattahoochee Hills, South Fulton, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, Union City**

e.) ☐ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.



SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County, Alpharetta, Atlanta	Genral Funds, Grants, Tourist Funds, User Fees
Chattahoochee Hills, South Fulton	Genral Funds, Grants, Tourist Funds, User Fee
College Park, East Point, Fairburn	Genral Funds, Grants, Tourist Funds, User Fee
Hapeville, Johns Creek, Milton	Genral Funds, Grants, Tourist Funds, User Fee
Mountain Park, Palmetto, Roswell	Genral Funds, Grants, Tourist Funds, User Fee
Sandy Springs, Union City	Genral Funds, Grants, Tourist Funds, User Fee

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

Added more cities since the last SDS submission

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

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6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

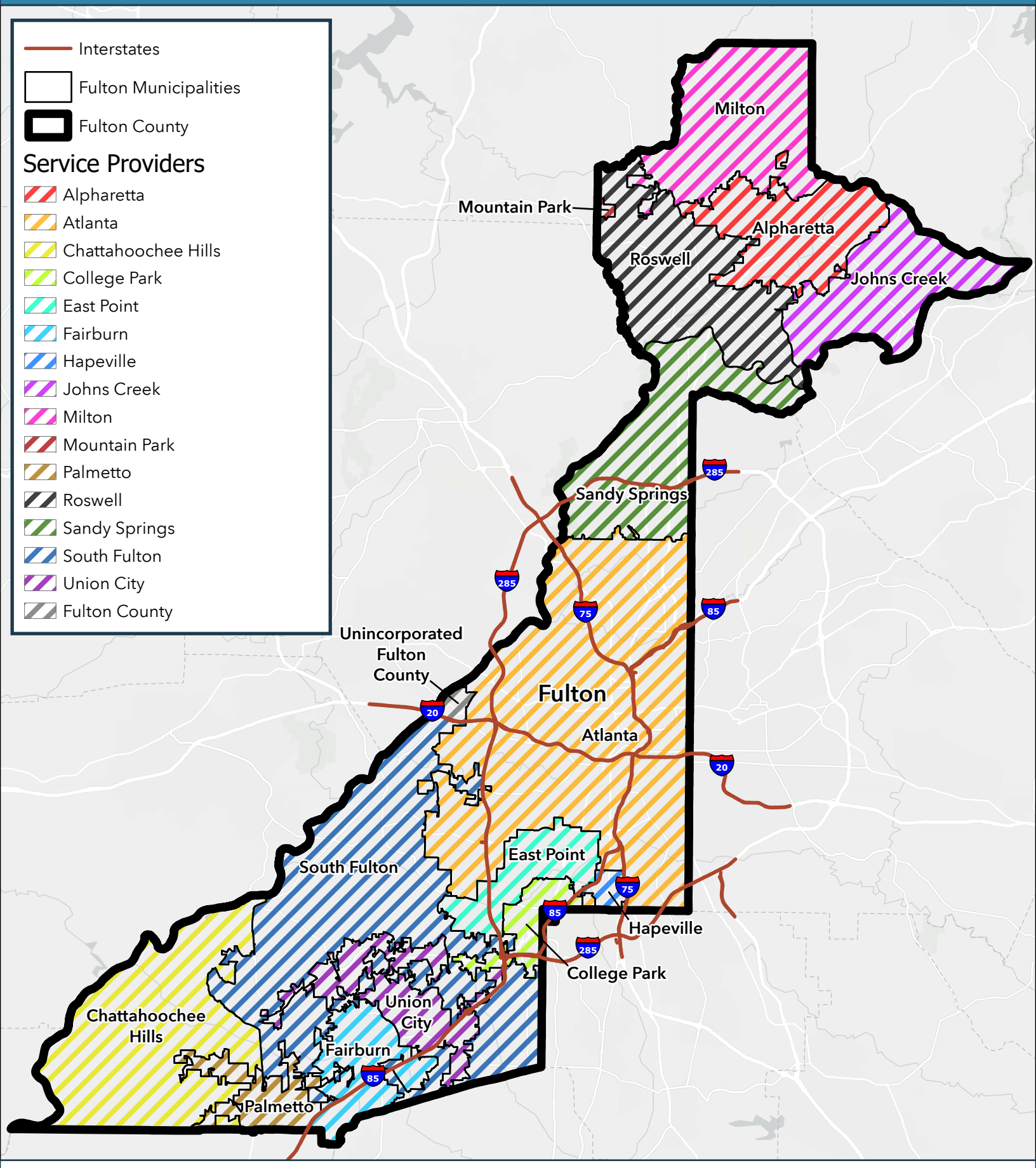
Not A[pplicable

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

Fulton County - SDS 2026 Parks and Recreation (City) Service Map



GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY: FULTON COUNTY	**Service: Physical Health-Board of Health**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☒ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):**Fulton County Board of Health**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of the single Government, Authority or Organization Here**

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d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

e.) ☐ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

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SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County Board of Health/State	General Funds

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

Fulton County supports the Board of Health with matching funds since it has been moved to the state Department of Health

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

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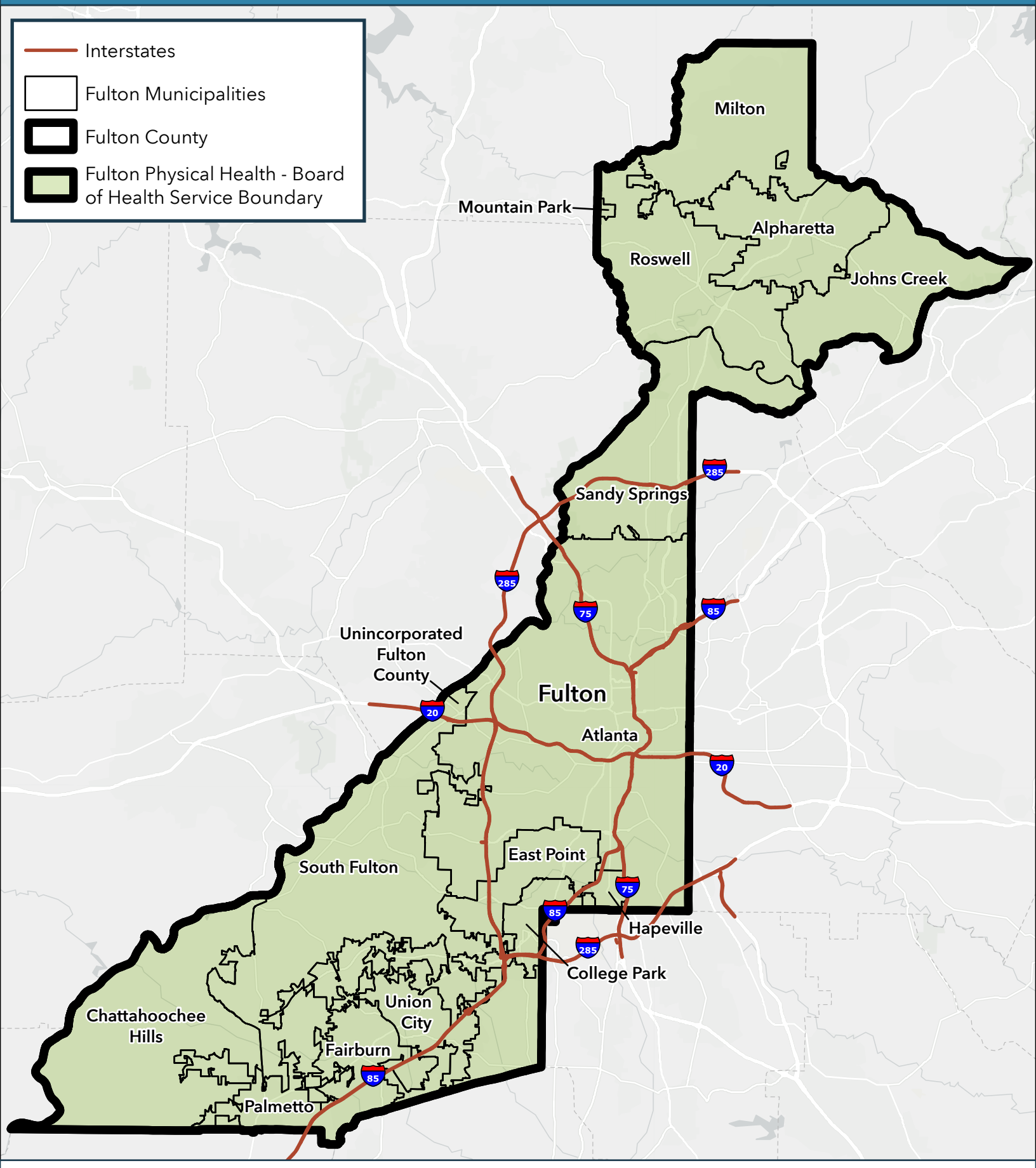
Not Applicable

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

Fulton County - SDS 2026 Physical Health - Board of Health Service Map



INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF SERVICES between FULTON COUNTY, GEORGIA and THE FULTON COUNTY BOARD OF HEALTH

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement" or "IGA"), by and between **Fulton County, Georgia** ("**County**"), a political subdivision of the State of Georgia and the **Fulton County Board of Health ("BOH"),** an independent agency created pursuant to state law, is entered into this 12th day of April, 2017, and effective as of June 30, 2017 ("Effective Date").

WHEREAS, prior to April 27, 2016, there existed a Fulton County Board of Health and Wellness that was authorized by O.C.G.A. § 31-3-2.1 and this entity operated within Fulton County, both inside and outside the corporate limits of municipalities located in Fulton County; and

WHEREAS, effective April 27, 2016, the Georgia General Assembly enacted House Bill 885 ("H.B. 885"): (i) repealing O.C.G.A. § 31-3-2.1, which had given Fulton County its ability to create its distinctive County Board of Health, and (ii) providing that the existing Fulton County Board of Health and Wellness shall remain in existence and operable and its board members shall remain in office until a county board of health is constituted pursuant to the general state laws governing independent boards of health formed pursuant to O.C.G.A. § 31-3-1 et seq., or until June 30, 2017, whichever occurs first; and

WHEREAS, on April 12, 2017, the Fulton County Board of Commissioners adopted Resolution No. 17-0298 dissolving the existing Fulton County Board of Health and Wellness, and adopted Resolution No. 17-0299 establishing and creating a new and independent agency that shall be known as the "Fulton County Board of Health," which will be operable under the provisions of O.C.G.A. § 31-3-1 et seq., the general laws governing all other boards of health in Georgia; and

WHEREAS, via Resolution 17-0299, the Board of Commissioners also authorized County staff to take all the necessary steps to address the future functions and services that may be provided by the County's various departments and programs to this new Fulton County Board of Health, to ensure its viability; and

WHEREAS, the County and the BOH desire to enter into a formal IGA wherein the County shall provide a broad range of services, to include, but not limited to, financial assistance, and related services and functions for, and to, the BOH; and

WHEREAS, for purposes of this Agreement, the BOH shall not be construed as a "County Contractor" or "County Vendor" under the Fulton County Code of Ethics, but is

instead, a separate and independent governmental entity, with the effect being that nothing shall prevent the BOH from immediately hiring or employing any County employee as a BOH employee ; and

WHEREAS, it is the intent of the parties for the foregoing recitals to be incorporated into the body of this IGA; and,

WHEREAS, it is the intent of the parties for this Agreement to be under seal.

NOW THEREFORE, incorporating the foregoing recitals, and in consideration of the mutual promises, covenants and undertakings of the parties hereinafter set forth, and for the public purposes herein contained and provided for, Fulton County and the Fulton County Board of Health covenant, agree and bind themselves as follows:

ARTICLE 1

PURPOSE AND INTENT

1.1 The purpose of this Agreement is to provide for the orderly transition of the administration of health and related services from Fulton County and the County's Department of Health and Wellness, to the newly created independent Fulton County Board of Health ("BOH"). The BOH, as authorized by H.B. 885 (Laws 201, Act 467, § 1, effective April 27, 2016) of the 2016 Georgia General Assembly was created by resolution of the Fulton County Board of Commissioners on April 12, 2017.

1.2 The County agrees to provide the BOH with the services specified herein or as may be needed to enable the BOH to fulfill its statutory purposes and duties under Georgia laws, rules, and regulations.

1.3 The County and BOH shall each cooperate with the other to the fullest extent necessary to fully effectuate the intent and purpose of this Agreement, and shall make available to each other for review or inspection any and all documents, accounts, and other records necessary for the performance of this Agreement.

ARTICLE 2

POWERS AND DUTIES

2.1 In furtherance of the public purposes of this Agreement, the County and BOH hereby represent and warrant to each other the following:

2.1.1 Authority. Each party hereto expressly represents and warrants that (i) it has the power to make, deliver and perform this Agreement, and has taken all necessary action to authorize the execution, delivery and performance of this Agreement; (ii) this Agreement when executed will be legally binding upon the parties and enforceable in accordance with the terms hereof; and (iii) no further consent or approval of any other party not specifically mentioned herein is

required in connection with the execution, delivery, performance, validity and enforcement of this Agreement, unless where required by law. Without limiting the generality of the foregoing, each party hereby expressly acknowledges and represents that it has officially adopted and otherwise approved this Agreement at a meeting of its governing authority in accordance with the Constitution and laws of the State of Georgia, to include, without limitation, the Georgia Open Meetings Act, O.C.G.A. § 50-14-1 et seq., O.C.G.A. § 31-3-1 et seq., and House Bill 885 (Laws 201, Act 467, § 1, effective April 27, 2016). To the knowledge of the County and the BOH, there are no actions, suits or proceedings pending or threatened, in any court or before any governmental authority, domestic or foreign against, by or affecting the County or BOH which affect or question the validity or enforceability of this Agreement or of any action taken by the County or the BOH under this Agreement.

2.1.2 Public Purpose. This Agreement and the services contemplated herein are for the public welfare and benefit and are undertaken in accordance with the laws and Constitution of the State of Georgia. Without limiting the foregoing, the parties specifically and expressly warrant and represent, and do hereby find, that this Agreement (i) pertains to the provision of services and activities which the parties are by law authorized to undertake and provide; (ii) is otherwise authorized under the Intergovernmental Contracts Clause of the Georgia Constitution of 1983, Art. IX, Sec. III, Par. I(a); (iii) does not authorize the creation of new debt as contemplated by Ga. Const. of 1983, Art. IX, Sec. V. Par. I(a); and (iv) does not violate O.C.G.A. § 36-30-3(a) or otherwise prevent free legislation by any party in matters of government, and shall be binding and enforceable against the parties and their successors during the term hereof in accordance with its terms.

2.1.3 No Conflicting Agreements. The execution, delivery and performance of this Agreement will not violate or contravene any contract, undertaking, instrument or other agreement to which the County or the BOH is a party or which purports to be binding upon said parties. Furthermore, the execution, delivery and performance of this Agreement does not violate the provisions of any party's enabling legislation or Code of Ordinances, or any statutory or decisional laws of the State of Georgia regarding similarly situated boards of health in the State of Georgia or political subdivisions of said State. The representations and warranties contained in this Article shall be true and correct as of the date hereof and such representations and warranties, and the obligation of the County and the BOH to perform their respective obligations under this Agreement shall be expressly conditioned upon said representations and warranties being true and correct on the date hereof. Furthermore, each party hereto specifically acknowledges and agrees that it shall be forever estopped from making any claim, counterclaim, assertion, or other argument of any kind against the other party contrary to the representations and warranties set forth in this Agreement.

ARTICLE 3

TERM OF AGREEMENT/TERMINATION

3.1 Term. The term of this Agreement (the "Term") shall commence on the Effective Date hereof and this Agreement shall remain in full force and effect for fifty (50) years, in accordance with the provisions of Ga. Const. Article IX, Section III, Paragraph I, unless terminated pursuant to provisions of this Agreement. Nothing herein shall be construed to prevent the parties from agreeing to extend the term of the Agreement.

3.2 Termination.

3.2.1. Termination Without Cause. The parties may mutually agree to terminate this Agreement without cause, with the consent and approval of the governing body of each party.

3.2.2 Termination for Cause. This Agreement may not be terminated for cause. The parties agree to resort to the remedies set forth in paragraphs 4.3 and 4.4, in lieu of the ability to terminate of the Agreement for cause.

ARTICLE 4

REMEDIES

4.1 It is hereby stipulated and agreed between the parties that, with respect to any claim or action arising out of the activities described in this Agreement, each party shall only be liable for payment of that portion of any and all liability, costs, expenses, demands, settlements, or judgments resulting from the negligence, actions, or omissions of its own agents, officers, and employees. The County may self-fund its obligations under this Agreement. The BOH agrees to procure insurance pursuant to O.C.G.A. § 45-9-1 or through other means, to cover its obligations under this Agreement. However, nothing herein shall be construed as a waiver of any party's sovereign immunity or the immunities available to the officials, officers and employees of the parties.

4.2 In the event of a breach or an attempted or threatened breach of any provisions of this Agreement, the parties agree that the remedies at law available to enforce this Agreement would in all likelihood be inadequate and, therefore, the provisions of this Agreement may be enforced by a mandatory or prohibitory injunction or decree of specific performance upon the application of either party to a court in Fulton County having jurisdiction over such dispute. The remedies herein are in addition to all other remedies available under law, including the termination provisions of this Agreement.

4.3 Should any dispute arise under or about this Agreement (including, but not limited to, disputes pertaining to the interpretation of any term or provision of this Agreement, the type of program, activity, service, or action that is intended or contemplated hereunder, or the manner or level in which any program, service, activity, or other action intended or contemplated hereunder is provided or undertaken) and the parties are not able to work out such dispute between themselves, through mediation to a court in Fulton County having jurisdiction over such dispute,

this Agreement may not be terminated unless both parties agree, and the parties' sole and exclusive relief and remedy (absent mutual agreement to terminate, modify, or amend the Agreement) for any dispute arising under this Agreement or for any breach of any term, provision, or covenant hereof shall be the enforcement of the provisions and terms of this Agreement by a mandatory or prohibitory injunction or decree of specific performance through a court in Fulton County having jurisdiction over such a dispute.

4.4 Should the County or BOH believe that the other party has breached, is breaching, or has attempted or threatened to breach any of the provisions or terms of this Agreement, the non-breaching party, prior to seeking any judicial, administrative, or other formal enforcement of the provisions and terms of this Agreement must give notice of such breach and/or potential or possible breach to the other party and a thirty (30) day opportunity to cure or correct such breach or cease the activities that are causing a breach and/or giving rise to a potential or possible breach. If the breach and/or potential or possible breach specified in such notice is cured within said 30 day period, then such notice shall be deemed withdrawn, and no cause of action or right to seek enforcement of the breach and/or potential or possible breach specified in such notice shall be deemed to exist.

ARTICLE 5

BUDGETARY APPROPRIATIONS

The County's yearly contribution to the BOH under this Agreement shall be established by the BOH budget approved by the Fulton County Board of Commissioners, at the County's sole discretion, on an annual basis. Using the County budget application, the BOH shall submit a budget request to the County for General Fund appropriation during the same period as other County Agencies and departments including a report of the unrestricted fund balance at the close of the previous fiscal year. Nothing herein shall be interpreted to restrain, impair or impact the BOH's ability to seek funding from other sources, whether federal, state, or private.

ARTICLE 6

SERVICES PROVIDED BY FULTON COUNTY TO THE BOARD OF HEALTH

6.1 Personnel:

6.1.1 Executive Director. The Executive Director shall be appointed by the Commissioner of Public Health for the State of Georgia and confirmed by the BOH, and such Executive Director shall meet the qualifications specified in O.C.G.A. § 31-3-11. The Executive Director will provide administrative and supervisory services with respect to the County employees assigned to support the BOH. For purposes of this Agreement, the Executive Director is designated as the Appointing Authority or Departmental Director for all County employees assigned to the BOH, and shall serve in this capacity and have the same authority over all County employees assigned to the BOH, as other County Appointing Authorities have over County employees under their charge, and as

the duties and powers of County Appointing Authorities are set forth in applicable County laws, rules, regulations, and policies, including but not limited to the County's Personnel Policies and Procedures. The Executive Director shall also have the responsibility to attend key senior level staff meetings as requested by the County Manager and/or his/her designee.

6.1.2 Due to the importance of this function and the role that the BOH, through its Executive Director has and in order to protect the Fulton County brand, establish and meet customer service levels, manage Fulton County provided funds, and utilize Fulton County information systems, as well as to lead Fulton County employees, the Executive Director shall coordinate the activities of the BOH closely with the County Manager and/or his/her designee through regular interaction, performance reports and providing periodic BOC updates.

6.1.3 The parties agree that the BOH, through the Executive Director, will provide supervisory direction to the employees of Fulton County assigned to support the BOH. Such supervision shall consist of the following: (i) management and direction of day-to-day operations and activities of the employees; (ii) supervision and direction of employees, including assignment of duties, addressing of employee concerns, and evaluation of performance; (iii) hiring and terminating employees in accordance with County personnel regulations, policies and procedures; (iv) any other functions as may be necessary; (v) approving of employees' leave, time and attendance consistent with County personnel regulations, policies and procedures; and (vi) have signatory authority to execute this Agreement, including but not limited to signing all papers, documents, contracts or related instruments related to fulfilling his/her duties under this Agreement.

6.1.4 The BOH, acting through the Executive Director, further agrees that personnel transactions involving any County employee under the supervision of the Executive Director will be conducted in accordance with County regulations, policies, rules or procedures.

6.1.5 The BOH will utilize the County's HR system including the County's time-keeping system, in the administration of County employees under the County's personnel policies and regulations. For purposes of this Agreement, such records will be maintained by the County.

6.1.6 The Executive Director, Board of Directors and other state employees of the BOH are provided insurance through the State of Georgia program as permitted by O.C.G.A. § 45-9-1, with such insurance coverage to include, but not limited to, Professional Liability Insurance, Workers Compensation, and General Liability. Evidence of the aforementioned coverage shall be provided to Fulton County Government upon the commencement of coverage. The BOH insurance shall apply as Primary Insurance, before any other insurance or self-insurance, including any deductibles, non-contributory.

6.1.7 The County shall maintain applicable professional (Errors & Omissions) insurance coverage, solely for the benefit of the "Legal Entity" as it relates to the services defined in the Intergovernmental Agreement (IGA), to cover the BOH from and against

suits and claims that may be brought against the BOH in this capacity. The County reserves the right to self-fund this coverage.

6.2 BOH employees

6.2.1 The BOH may hire BOH Employees, who shall not be County employees, to work alongside any County employee or others. The BOH, at its own expense, shall maintain statutory and employee liability coverage for BOH employees. Nothing in this Agreement shall be construed to prevent the BOH from hiring a current Fulton County employee to immediately become a BOH Employee.

6.3 Assigned County employees to BOH

6.3.1 The County agrees to provide the services of Fulton County employees to perform the services identified in this Agreement for the BOH, to enable it carry out its day-to-day functions, and the BOH agrees to accept and utilize the services of the County employees, as provided by this Agreement.

6.3.2 When assigned to the BOH, the County employee shall be under the supervision and direction of the BOH's Executive Director and the BOH's management and supervisory employees, or by a State of Georgia employee, as determined by the Executive Director.

6.3.3 The BOH, acting through the Executive Director, shall determine the precise tasks, services and assignments that each County employee will perform pursuant to this Agreement.

6.3.4 All BOH documents shall be the property of the BOH and subject to its document retention, management and other applicable policies and regulations.

6.3.5 If a County employee undertakes any business-related travel or incurs other business-related expenses in connection with assigned duties by the BOH, then the BOH shall be responsible for payment or reimbursement of the County employee's allowable expenses in accordance with the County's travel and reimbursement policy and procedures, until such time as the BOH promulgates its own travel and reimbursement policy and procedures.

6.3.6 Each assigned County employee will remain a full-time regular employee of Fulton County, will remain on the County's payroll, will remain subject to the County's general personnel administration (provided that the BOH may promulgate or adopt additional personnel procedures not inconsistent with the County's personnel procedures), and will continue to receive compensation and benefits solely from the County, unless discharged from such service or from employment by the County.

6.3.7 County employees shall remain subject to the County's personnel policies, procedures rules and regulations. The County shall be responsible for payment of all the County employees' salary and related benefits, pension, insurance, taxes and withholdings required under the County's personnel rules, policies and contracts and

applicable federal and state law. The County shall be responsible for keeping and maintaining the personnel file, payroll, and other records of the County employees, in a similar fashion to other employees of Fulton County.

6.3.8 County employees shall use the Kronos time system or any other time-keeping system used by the County. Where necessary, the BOH may keep daily time reports of the County employees for submittal to the County or as such records may be kept as agreed by the Fulton County Department of Human Resources Management and/or the County's Finance Department showing the hours worked by the County employee pursuant to this Agreement.

6.3.9 The County shall maintain Statutory Workers' Compensation & Employer's Liability coverage for County employees assigned to the BOH. The County shall retain the right to self-fund for this required coverage. The coverage cost will be assessed in the same manner as other County agencies and departments to the BOH for payment.

6.3.10 Workers' Compensation Insurance. The BOH, for the BOH employees (non-County employees) hired by the BOH, at BOH's sole cost and expense, will procure and maintain for the duration of this Agreement, Statutory Workers Compensation & Employer's Liability Insurance in compliance with the State of Georgia - Workers Compensation Act as well as Employers' Liability Insurance maintained with limits of liability of not less than $1,000,000 per accident for bodily injury or disease, pursuant to O.C.G.A. § 45-9-1. Evidence of such coverage shall be provided to the Fulton County's Risk Manager.

6.4 Human Resources:

The County agrees to provide human resources functions for the BOH degree as is set forth in Section 2.1.1 of the Board of Health and Fulton County Government Shared Services Functions – Service Level Agreement ("BOHSLA"), as the same may be amended from time-to-time. The BOHSLA is attached hereto as Attachment "1" and is incorporated by reference as is fully set forth herein.

6.5 Budget and Funding:

6.5.1 Fulton County shall provide funding to the BOH in accordance with the County's statutory or legal obligations under applicable laws, subject to approval by the Board of Commissioners. Notwithstanding the foregoing, nothing herein shall obligate the County to provide funding to the BOH beyond the County's statutory or legal obligation under Georgia law or other applicable law. The BOH shall follow the same process as other County agencies in requesting its annual budget. The monies allocated to the BOH shall be funded from the General Fund.

6.5.2 The County agrees to serve as the BOH's financial agent and to pay the actual costs of services provided to the BOH by its contractors, vendors and others, but only through authorized requisitions submitted by the BOH to the County and only up to the monetary limits provided in the BOH's authorized and approved budget. The County's

Finance Department is expressly authorized to establish temporary full-year budgets for the BOH each year in anticipation of the BOH receiving its Grant-in-Aid funding from the State of Georgia. The Finance Department shall make any necessary adjustment to the BOH's budget upon receipt of Grant-in-Aid funding, which is targeted for a specific program that is included in the approved annual budget. Since the last pay-period for the current Grant-in-Aid grant year (GY16) ends on June 13, 2017, it is agreed by both parties that the first pay-period for the BOH in the new Grant-in-Aid grant year (GY17) shall begin on June 14, 2017 with a pay date of July 7, 2017. Since the new grant year for the BOH begins in July of each year, which is in the middle of the County fiscal year, the Finance Department is authorized to use the approved County General Fund budget for each year to determine the General Fund budget amount to establish for the BOH in each new grant year subject to adjustment when the County General Fund budget for the following fiscal year is determined. Any budget changes during the year to BOH's General Fund allocation shall follow the same process and procedures outlined in the County budget ordinance. The parties acknowledge and agree that adjustments to the budgets may result in corresponding service level adjustments.

6.5.3 The BOH agrees that the County shall serve as the BOH's financial agent and is authorized to make payments on the BOH's behalf and bind the BOH to any such obligations to pay for services identified in the requisitions (invoices) submitted by the BOH to the County for payment. The BOH agrees, through its authorized representative, to execute any necessary documents required by the County to serve as the BOH's financial agent. The BOH agrees that the County will assist with budget control and oversight functions, similar to the service provided to other County agencies. The BOH shall provide its approved Grant-in-Aid funding upon receipt from the state.

6.5.4 The County shall be reimbursed for all personnel costs incurred on behalf of the BOH. Reimbursement shall be made on a monthly basis.

6.5.5 In the event County funds are required to pay BOH contractors, vendors, and others, the BOH agrees to reimburse the County in a timely fashion.

6.5.6 Indirect Cost Rate: As is provided in this Agreement in further detail, Fulton County will serve as the primary agent for all matters involving Finance, Human Resources, Procurement, Information Technology, Legal, and other support services as deemed necessary by both parties. The costs of these central services will be charged to the BOH based on either the most recent Indirect Cost Rate Proposal as developed in the Cost Allocation Plan or a negotiated rate agreed upon by both parties.

6.5.7 The BOH agrees to provide the County with the most recent copy of the Grant-in-Aid Master Agreement and all amendments thereto in a timely fashion.

6.6 County Facilities:

6.6.1 Maintenance. The County shall maintain in good working condition for the benefit of the BOH, all necessary facilities provided to house the BOH solely as

determined by the County, that are necessary and proper for BOH to perform the services, duties and responsibilities described in this Agreement.

6.6.2 Facilities. The County shall provide the physical space to house the BOH. The size and location of such space shall be determined by the County in consultation with the BOH.

6.6.3 Cleaning/Janitorial. Fulton County shall be responsible for providing cleaning and janitorial services for facilities occupied by the BOH that are owned by the County. For non-County-owned facilities occupied by the BOH, the lessor/landlord leasing to the County is responsible for the provision of maintenance, cleaning/janitorial services. The BOH and County agree to discuss and determine which party shall be responsible in these instances and who is responsible for the payment for these services.

6.6.4 Insurance. The County shall maintain appropriate insurance coverage on any equipment and facilities made available by the County to the BOH, where necessary. Notwithstanding this provision, the County reserves the right to self-fund this requirement.

6.7 Procurement and Contract Administration:

6.7.1 The County agrees that the Fulton County Purchasing and Contract Compliance Department ("Purchasing") will provide procurement and contract administration services for the BOH in the manner set forth in Section 2.1.5 of the Board of Health and Fulton County Government Shared Services Functions – Service Level Agreement ("BOHSLA"), as same may be amended from time-to-time. The Purchasing Department and BOH may agree to amend the services identified in BOHSLA upon their mutual consent, from time-to-time, and shall require BOC approval where the additional services exceed the available budget provided annually to the BOH.

6.7.2 The BOH shall adopt its own procurement and purchasing regulations which shall be adhered to by the County's Purchasing Department while carrying out the procurement and contract administration services. If there is a conflict between the regulations followed by the Purchasing Department in providing the services and those polices or regulations adopted by the BOH, the BOH policies and regulations shall govern. Nothing herein shall prevent the BOH from adopting the County's purchasing regulations and policies.

6.7.3 Purchasing and Travel card. If the BOH elects to have purchasing and travel cards issued to its employees by the County, the BOH employees will have to adhere to the policies and procedures developed by the County governing the use of the same. The BOH is permitted to adopt its own policies and procedures governing any purchasing, travel or other credit cards that it issues solely based upon its credit underwriting and security.

6.8 Intellectual Technology Services:

6.8.1 The County agrees that the Fulton County Information Technology Department "FCIT") will provide information technology functions for the BOH as set forth in Section 2.1.4 of the Board of Health and Fulton County Government Shared Services Functions – Service Level Agreement ("BOHSLA"), as same may be amended from time-to-time. FCIT and BOH may agree to amend these BOHSLA services upon their mutual consent, from time-to-time, and shall require BOC approval where the additional services exceed the available budget provided by the County annually to the BOH. FCIT agrees to provide BOH with a list of software, licenses, hosted applications, programs, infrastructure services, and equipment that are being used and provided in furtherance of the delivery of the services.

6.8.2 FCIT shall provide the IT-related services at all locations occupied by the BOH. The locations may change upon the BOH providing written notice to FCIT, and the services are provided for in the BOH budget.

6.8.3 Intellectual Property Rights . The County agrees, where permissible, to grant to the BOH a non-exclusive, irrevocable, royalty-free license to use any elements of the IT-related, system, software, applications or related equipment provided as part of performing the services. The County shall retain any and all copyright, other intellectual property rights and any other data or material or interest the County may have in the assets used in providing the services, whether finished or unfinished, unless the rights are expressly assigned to the BOH by separate written agreement. If any third-party intellectual property rights are used to provide the services, the County shall ensure that it has secured all necessary consent and approval to use such third party intellectual property rights for the permitted use.

6.8.4 Domain names and websites. All domain names and webpages relating to the services provided by the County to the BOH shall be registered in the name of Fulton County with the County being the owner of these resources. Nothing herein shall prevent the County from assigning or transferring any domain name or website to the BOH as may be necessary.

6.8.5 Warranty. The County represents and warrants that: (i) it will perform the services with reasonable care and skill; and (ii) the services and the equipment provided under this Agreement will not infringe or violate any intellectual property rights or other right of any third party.

6.8.6 Confidentiality. Neither party will use, copy, adapt, alter or part with any information of the other which is disclosed or that otherwise comes into its possession under or in relation to this Agreement and which is of a confidential nature. This obligation will not apply to information which the recipient can prove was already in its possession on the date it was received or obtained from the other party, or which the recipient obtains from some other person with good legal title to it, or which is in or comes into the public domain otherwise than through the default or negligence of the recipient or which independently developed by or for the recipient.

6.8.7 Grant of Access. Where permissible, the County agrees to, where permissible, grant designated individuals identified by the BOH with access to IT-related systems, applications, programs, software and equipment, where necessary, after required security protocols are put in place.

6.8.8 Compliance with Applicable Laws. The parties acknowledge that they must comply with the applicable provisions of the Health Insurance Portability And Accountability Act of 1996, codified at 42 U.S.C. § 1320 through d-8 ("HIPAA"), and the requirements of all regulations promulgated there under, including, without limitation, the federal, privacy regulations as contained in 45 CFR Parts 160, 162, and 164.

6.9 Finance

6.9.1 The County agrees that the Fulton County Finance Department ("Finance") will provide financial services for the BOH as set forth in Section 2.1.2 of the Board of Health and Fulton County Government Shared Services Functions – Service Level Agreement ("BOHSLA"), as same may be amended from time-to-time. Finance and BOH may agree to amend these BOHSLA services upon their mutual consent, from time-to-time, and shall require BOC approval where the additional services exceed the available budget provided annually to the BOH.

6.9.2 The County shall continue to provide medical billing and collection services for the BOH until such time as the BOH enters into a contract with a third party for such services.

6.9.3 The County shall continue to provide billing and collection services for Environmental Health services until such time as the BOH notifies the County that the BOH is prepared to begin providing these services internally, or through a contract with a third party, at the discretion of the BOH.

6.9.4 All of Fulton County's financial policies shall remain in effect until the BOH adopts a policy mutually agreeable between FCFD and BOH that supersedes it.

6.9.5 County employees shall remain subject to the County's financial policies, practices and procedures. The County shall be responsible for keeping and maintaining the financial files and other records, in a similar fashion to other financial records of Fulton County.

6.10 Grants

6.10.1 The County agrees that Finance will provide grants administration services for the BOH as set forth in Section 2.1.3 of the Board of Health and Fulton County Government Shared Services Functions – Service Level Agreement ("BOHSLA"), as same may be amended from time-to-time. The Finance Department and BOH may agree to amend these services upon their mutual consent, from time-to-time, and shall require BOC

approval where the additional services exceed the available budget provided annually to the BOH.

6.10.2 It is the intent of the parties that all grants in effect as of the Effective Date of this Agreement shall remain under the custody and control of the County until each grant, or the County's obligation under such grant, ends or is terminated. If necessary the County agrees to timely assign to the BOH any grant or grant funds held by the County from any source, be it state, federal or private, when such assignment is requested in writing by the BOH in conjunction with the appropriate granting agency. The parties agree to be flexible in the assignment of any grants between the parties so as to fulfill the purpose of the grants and to ensure that grant availability and funding are not jeopardized. In the event the County's obligation under such grant ends or is terminated, employees associated with these grants will be separated from the County.

6.10.3 The BOH shall submit all new grant applications directly to the designated grantor starting July 1, 2017. All new awards and agreements after this date shall be executed and managed by the BOH.

6.10.4 In the event the County becomes the sub-recipient of an award from the BOH, the BOH agrees to provide the necessary oversight and monitoring required by the grantor.

6.10.5 The County will hire the necessary staff to administer the program. In the event the County's obligation under such grant ends or is terminated, employees associated with these grants will be separated from the County.

6.11 Contracts/Memoranda of Understanding

It is the intent of the parties that all existing contracts and Memoranda of Understanding ("MOUs") regarding or concerning the BOH shall remain under the custody and control of the County until the County's obligations under such contracts or MOUs end or are terminated. If necessary, the County agrees to timely assign to the BOH any contract or MOU held by Fulton County from any source, be it state, federal or private, for services or functions provided for the BOH, when such assignment is requested in writing by the BOH explaining the basis of the request. The parties agree to be flexible in the assignment of any contracts or MOUs between the parties so as to fulfil the purpose of the contracts and MOUs. Attached hereto as Attachments "2" and "3" are a list of contracts and memoranda of understandings that are assigned between the parties upon the Effective Date of this Agreement, conditioned upon one party making a written request to the other to execute the assignment. For purposes of this section, the Chairman of the Board of Commissioners is authorized to execute the appropriate written assignment document, subject to approval as to form and substance by the County Attorney who can make any necessary modifications thereto, prior to execution by the Chairman.

6.12 Audit

The parties agree that the County shall provide auditing services until June 30, 2017, at which time the BOH shall be required to procure and obtain its own independent auditing services.

6.13 Audited Financial Statements

The BOH shall provide to the County audited financial statements, including income statements, balance sheets, and any changes in financial position on an annual basis, or as requested by the County. Such statements shall be prepared in accordance with generally acceptable accounting principles and standards consistently applied. The parties acknowledge that these financial statements will be a part of the County's consolidated annual statements, so timely adherence to this provision is needed. The BOH shall be solely responsible for the preparation of the statements, with the County providing any necessary information in the County's possession.

6.14 Legal Services

Legal services for the BOH shall be provided by attorneys or an attorney designated by the Fulton County Attorney from time-to-time, at the Fulton County Attorney's sole discretion. If the BOH requests a specially assigned attorney, the BOH shall be responsible for all of the salary and benefit costs required for this position.

6.15 County's Right to Audit

The BOH shall establish and maintain a reasonable accounting system that enables the County to readily identify BOH's assets, expenses, costs of services and use of funds. The BOH shall at all times during the term of this IGA and for a reasonable period after completion of this IGA, maintain such records, together with such supporting or underlying documents and materials, with such records to include, but not limited to, accounting records, written policies and procedures, subcontracts, all paid vouchers, other reimbursements, invoices, canceled checks, electronic payments, bank statements, insurance documents, payroll documents, timesheets and correspondence, among others.

The County and its authorized representatives shall have the right to audit, to examine, and to make copies of, or extract from, all financial and related records, at the County's expense, relating to or pertaining to this IGA or operations of the BOH that are kept under the control of the BOH, including, but not limited to those records kept by the BOH, its officials, employees, agents, assigns, contractors or subcontractors. Such records shall be made available to the County or its authorized representatives during normal business hours at the BOH's place of business or a location convenient to the parties, upon two (2) days written notice, or by arraignment of the parties. The BOH shall ensure that the County's right to audit is included in contracts that the BOH's have with other parties that may be the custodian of such records.

ARTICLE 7

RECORDKEEPING AND REPORTING

7.1 The parties agree to cooperate and coordinate the creation and the submittal to each other of any necessary reports, data or records that may be needed by each to carry out its essential functions and to comply with any reporting or auditing requirements of any regulatory agency. Each party shall have the right to assert, retain and protect the confidential and/or proprietary nature of any documents created by it.

7.2 The BOH shall adopt the State of Georgia's minimum record retention requirements.

ARTICLE 8

MODIFICATIONS/ AMENDMENTS

This Agreement may be modified at any time during the term by mutual written consent of both parties.

ARTICLE 9

NOTICES

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County:

County Manager
141 Pryor Street, SW, Suite 10000
Atlanta, Georgia 30303

With a copy to: County Attorney
141 Pryor Street, SW, Suite 4038
Atlanta, Georgia 30303

If to the BOH: Executive Director
10 Park Place, S.E.
4th Floor, Suite 445
Atlanta, Georgia 30303

ARTICLE 10

NON-ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement, unless approved by the governing authorities of each party.

ARTICLE 11

CHANGE IN LAW

Effect of Change in Law/Agreement to Renegotiate. Should (i) a Court of competent jurisdiction rule that any provision of this Agreement violates any state or federal law, rule, or regulation; or (ii) counsel for both parties mutually determine that a ruling from a Court of

competent jurisdiction would adversely affect any provision of this Agreement, the parties agree to renegotiate such affected provisions for ninety (90) days in order to effect compliance with any such ruling. In the event the parties cannot reach a mutually agreeable resolution after ninety (90) days, the parties agree to submit the matter to non-binding mediation with the aim of reaching a mutually beneficial resolution.

ARTICLE 12

CONTRACT ADMINISTRATION

12.1 Contract Administration. Under this Article, the County Manager or his/her designee is designated as the County's Contract Administrator for this Agreement.

12.2 The goal of the Contract Administrator is to ensure that the Agreement is performed by all parties and that the responsibilities of both parties are performed in accordance with the terms and conditions of the Agreement. It is the responsibility of the County Manager or designee to designate County staff to oversee, monitor, and provide guidance to others performing duties required under this Agreement. Other responsibilities and duties include, but are not limited to:

12.2.1 Review all work that has been or is being performed; to confirm that the work being performed is in accordance with the terms and conditions of the Agreement; to monitor the progress of the Agreement, and to address any performance deficiencies.

12.2.2 If changes need to be made to the Agreement in the form of modifications, terminations or claims disposition, the Contract Administrator shall manage this process, document all actions taken regarding the Agreement, and maintain the original documentation concerning such actions in the official Agreement file.

12.2.3 The Contract Administrator shall be responsible for ensuring proper review and approval of invoices submitted by BOH or its contractors/vendors and for monitoring their payment for timeliness and accuracy.

12.2.4 Determine if all County property (if applicable) is accounted for.

12.2.5 Ensure that all issues, if any, have been resolved.

12.2.6 Determine whether all administrative actions have been completed.

12.2.7 Ensure that the official contract file contains all necessary documentation.

ARTICLE 13

COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.

ARTICLE 14

MISCELLANEOUS

14.1 Governing Law. This Agreement and each provision hereof shall be construed under and governed by the laws of the State of Georgia.

14.2 Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part, then such invalidity or unenforceability shall attach only to such clause or provision, or a part thereof, and shall not in any manner affect such clause or provision, or any other clause or provision in this Agreement.

14.3 Entire Agreement. This Agreement constitutes the entire Agreement between the parties regarding the rights and obligations discussed herein, and it is expressly understood and agreed that the Agreement may not be altered, amended, modified, or otherwise changed in any respect, except by a writing executed by each party or an authorized representative of each party.

14.4 Captions. The captions in this Agreement are for purposes of convenient reference only and form no part hereof.

14.5 Binding Effect. This Agreement, together with any amendments or attachments hereto, shall be binding upon the parties, and their heirs and successors.

14.6 Waiver. Failure of any party to pursue any remedy pursuant to the terms of this Agreement for any default by the other party or a party's waiver of any default or non-compliance by the other party shall not affect or impair either party's rights with respect to any subsequent default or non-compliance of the same or different nature. Furthermore, a party's delay or omission in asserting any right which the party may have hereunder will not constitute a waiver of such party's right or impair the party's right to assert such default or non-compliance by the other party.

14.7 Drafting of Agreement. This Agreement shall be construed without regard to the party or parties responsible for its preparation and shall be deemed as having been prepared jointly by the parties. Any ambiguity or uncertainty existing in this Agreement shall not be interpreted or construed against any party hereto. The parties hereto agree that no representations except those contained herein that have been made by any party to induce the execution of this Agreement by any other party.

14.8 Relationship of Parties. Notwithstanding anything in this Agreement to the contrary, neither shall have the power to bind or obligate the other except as expressly set forth in this Agreement.

14.9 Survival of Representations. All terms, conditions, covenants, warranties contained in any determination of this Agreement shall remain in effect until amended by the applicable governing authority.

14.10 No Third-Party Beneficiaries. This Agreement is made between and limited to the County and BOH, and is not intended, and shall in no event be construed to be, for the

benefit of any person or entity other than the County and the BOH, and no other person or entity shall be considered a third-party beneficiary of this Agreement or otherwise entitled to enforce the terms of this Agreement for any reason whatsoever.

14.11 Compliance with Applicable Laws. The parties acknowledge that they must comply with the applicable provisions of the Administrative Simplification section for the Health Insurance Portability And Accountability Act of 1996, codified at 42 U.S.C. § 1320 through d-8 ("HIPAA"), and the requirements of all regulations promulgated there under, including, without limitation, the federal, privacy regulations as contained in 45 CFR Parts 160, 162, and 164.

14.12. Non-Discrimination in Employment Practices. The parties agree to comply with all federal laws, rules and regulations and the laws, rules and regulations of their respective states which are applicable to non-discrimination in employment practices due to political affiliation, religion, race, color, sex handicap, age or national origin. Non-discrimination in Client/Client Service Practices: The parties agree to comply with all federal laws, rules and regulations and the laws, rules and regulations of their respective states which are relative to non-discrimination in client and client service practices because of political affiliation, religion, race, color, sex, handicap, age or national origin. Compliance with Applicable Provisions for the Americans with Disabilities Act: The parties agree to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal laws, rules and regulations and the laws, rules and regulations of their respective states regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for clients with disabilities.

14.13. Attachments. The following documents are attached hereto as Attachments "1" through "3" and made a part of this IGA: (1) Fulton County and Board of Health Shared Services Agreement, (2) List of Contracts administered by Fulton County on behalf of the Board of Health, and (3) List of Memoranda of Understanding administered by Fulton County on behalf of the Board of Health.

IN WITNESS WHEREOF, Fulton County and Fulton County Board of Health have executed this Agreement through their duly authorized officers on the day and year first above written.

FULTON COUNTY, GEORGIA

John H. Eaves, Chairman
District 7
Fulton County Board of Commissioners

ATTEST:

Tonya Grier
Interim Clerk to the Commission
Fulton County Board of Commissioners

SEAL

ITEM # 17-0300 RM 4/12/17
REGULAR MEETING

Approved as to Form:

Patrise Perkins-Hooker,
Fulton County Attorney

Richard "Dick" Anderson,
Fulton County Manager

FULTON COUNTY BOARD OF HEALTH

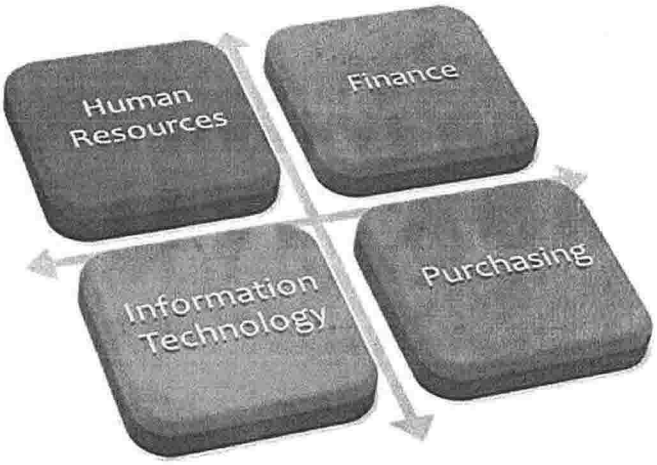
Executive Director

SEAL

ATTACHMENT "1"

FULTON COUNTY

FULTON COUNTY GOVERNMENT
SHARED SERVICES FUNCTIONS
SERVICE LEVEL AGREEMENT



with

Fulton County Board of Health

"Shared Services moving One Fulton Forward"

Committee Members:
Sharon Whitmore, Chief Financial Officer
Sallie Wright, Chief Information Officer
Felecia Strong-Whittaker, Director of Purchasing & Contract Compliance
Kenneth L. Hermon, Jr., Director, Human Resources Management
Kathleen E. Toomey, M.D., M.P.H., District Health Director, Fulton County Board of Health.
Rosalyn K. Bacon, M.P.H., Deputy Health Director, Fulton County Board of Health
Beverly Stanley, District Administrator, Fulton County Board of Health

Adopted July 2015
Updated: August 13, 2015
Updated: June 1, 2017

FULTON COUNTY GOVERNMENT

SHARED SERVICES FUNCTIONS
SERVICE LEVEL AGREEMENT

TABLE OF CONTENTS

TABLE OF CONTENTS 2

1. SERVICE LEVEL AGREEMENT 3

1.1 STATEMENT OF INTENT 3
1.2 OBJECTIVES OF SERVICE LEVEL AGREEMENT 3
1.3 PERIOD OF AGREEMENT 3
1.4 REVIEW PROCEDURE 3
1.5 REPRESENTATIVES 4
1.6 REFERENCE DOCUMENTS 4
1.7 SERVICE LEVEL MONITORING 4
1.8 COMPLAINTS 5

2. SHARED SERVICES DEPARTMENT/FUNCTION RESPONSIBILITIES 6

2.1. FUNCTIONAL OVERVIEW 6
2.1.1. Human Resources 6
2.1.1.1. Human Resources Management 6
2.1.2. Finance 20
2.1.2.1. Accounts Payable 20
2.1.2.2. Finance – General Accounting 27
2.1.2.3. Treasury 28
2.1.2.4. Cash Management 28
2.1.2.5. Finance - Grants Administration 30
2.1.3. Fulton County Information Technology (FCIT) 34
2.1.4. Department of Purchasing and contract compliance 42

3. OFFICE OF THE COUNTY ATTORNEY /FUNCTION RESPONSIBILITIES 50

1. Service Level Agreement

1.1 Statement of Intent

The aim of this agreement is to provide a basis for close co-operation between the Shared Services Departments and the Fulton County Board of Health (FCBOH). This agreement thereby endeavors to ensure timely and efficient support services are available to FCBOH end users. The objectives of this agreement are detailed in Section 1.2.

This agreement is contingent upon each party knowing and fulfilling their responsibilities and generating an environment conducive to the achievement and maintenance of targeted service levels.

1.2 Objectives of Service Level Agreement

- Create an environment which is conducive to a co-operative relationship between the Shared Services Departments and the FCBOH to ensure the effective support of Vendor Payments, Grant Administration, IT support, HR Support and Procurement activities.
- Document the responsibilities of all parties taking part in the Agreement.
- Ensure that the Shared Services Departments achieve the provision of high quality service for FCBOH end users with the full support of the FCBOH.
- Define the commencement of the agreement, its initial term and the provision for reviews.
- Define in detail the service to be delivered by the Shared Service Departments and the level of service which can be expected, thereby reducing the risk of misunderstandings.
- Institute a formal system of objective service level monitoring ensuring that reviews of the agreement are based on factual data.
- Provide a common understanding of service requirements/capabilities and of the principles involved in the measurement of service levels.
- Provide for all parties to the Service Level Agreement a single, easily referenced document.

1.3 Period of Agreement

This agreement will commence on the date specified in the Interagency Governmental Agreement (IGA) following the acceptance by both parties and will continue until the IGA is terminated.

1.4 Review Procedure

This agreement will be reviewed annually, by the Shared Services Departments with input and feedback from the *Fulton County Board of Health.* The review will cover services provided, service levels and procedures. Changes to this agreement must be approved by the Shared Services Departments and the Fulton County Board of Health.

1.5 Representatives

The Shared Services Departments and the Fulton County Board of Health, agree that key staff from the Fulton County Board of Health and the Shared Services Departments shall be responsible for monitoring compliance with the service agreement:

Shared Services Departments	Representative
Finance	Director
Information Technology	CIO
Human Resources Management	Director
Purchasing & Contract Compliance	Director
Office of the County the Attorney	County Attorney or Designee
Fulton County Board of Health	**Representative**
Executive Leadership	District Health Director Deputy District Health Director
Administration/Finance	District Administrator Fiscal Services Manager(s) Accounting Manager
Procurement	District Procurement Officer
Human Resources (HR)	District Human Resources Manager
Information Technology	District IT Manager

1.6 Reference Documents

The following documents will serve as a basis for the policies and procedures of the Shared Services Departments. They will also define the support levels required and prioritization of activities by the Fulton County Board of Health. Shared Service functions will be provided in accordance with current Fulton County Policy and Procedures, Fulton County Board of Health Policies and Procedures, the Fulton County Personnel Regulations, (various Federal and State guidelines such as IRS regulations, OCGA, The Code of Federal Regulations, Federal Property Management Regulations, OCGA, etc.)

1.7 Service Level Monitoring

The success of service level agreements depends fundamentally on the ability to measure performance comprehensively and accurately so that credible and reliable information can be provided to customers and support areas on the service provided.

Service factors must be meaningful, measurable and monitored constantly. Actual levels of service are to be compared with agreed target levels on a regular basis by both the Shared Services Departments and the Fulton County Board of Health.

In the event of a discrepancy between actual and targeted service levels both the Shared Services Departments and the Fulton County Board of Health are expected to identify and resolve the reason(s) for any discrepancies. Service level monitoring will be performed by the departments. The Shared Service Departments will produce Quarterly Service Reports and meet with the Fulton County Board of Health or its designee, as necessary to share results.

1.8 Complaints

Complaints relating to the operation of the support services should be submitted in writing to the representative designated in Section 1.5 above with a copy to the Chief Financial Officer. Complaints received should be based on the following:

- Expected level of support
- Actual support offered and delivered
- Personnel responsible for providing or administering support
- Any other issue relating to this document or the relationship between the Shared Services Departments and the Fulton County Board of Health

The intent is to ensure thorough, timely and open resolution of all such problems. Complaints will be reviewed by each shared services department representative within 2 business days of receipt. Corrective measures, if required, will be identified within 3 - 5 business days of receipt and implemented as soon as practical unless significant budgetary or technical assistance is required. Complaints involving policy matters will be addressed in a manner which conforms with the county's current policy modification process or as part of a countywide review of policies.

2. Shared Services Department/Function Responsibilities

2.1. Functional Overview

The Shared Services Departments mission is to provide support services to all Service Delivery Departments. Some of the services that we provide are vendor payment, grant administration, information technology support, and human resource support.
Specifically, the tasks for this service level agreement include:

2.1.1. Human Resources

2.1.1.1. Human Resources Management

Description of Services Provided – The Human Resources Management Department will provide direct operating personnel services to the Fulton County Board of Health in accordance with established laws, rules, regulations, policies and procedures. Its primary focus will be on delivering:

- Recruitment and retention programs, linked to a progressive classification and compensation philosophies, which focuses on attracting the best candidates to the County and strategies for retention of current employees.
- Regulatory guidance, technical assistance and advice, and policy development and HR advisory/consulting services to enhance employee relations.
- Position descriptions, vacancy announcements, rating and ranking criteria to support the service delivery departments objectives
- Opportunities to enhance employee engagement via a clear performance management system linked with employee development objectives and the strategy of the County
- Support with data maintained in the County's AMS, Kronos, and Neogov systems to ensure employees are paid accurately.

Parties to the Agreement – Services are provided to all supervisors and managers within the Fulton County Board of Health and also to all Fulton County employees assigned to the Fulton County Board of Health.

Customer Service Standards – Managerial clients can expect timely assistance in the development of position descriptions and expedient hiring of qualified and talented employees through the merit staffing process. Managerial clients can also expect to receive expert advice on how to address employee relation issues, interpret county and federal policies, and compensation metrics. Managerial clients can also except to receive employee development programs tailored to their unique internal operations/concerns, from subject matter experts. Non Managerial clients can expect timely responses to inquiries related to their payroll concerns, candidacy for positions, grievance dispositions and request for career development counseling.

Customer Obligations – Clients have an obligation to clearly define organizational objectives, with all relevant facts and goals so that specific services and solutions can be designed to meet their needs.

Service Contact – The FCBOH should direct all service problems to the Human Resources Management Director. The Human Resources Management Director will notify the appropriate management team lead to ensure that issues are resolved in a timely manner.

Business Function: Administration				
Action	**Average Processing Time (Work Days)**	**Assumption**	**Responsible Party**	
Georgia Open Records Request:			**Human Resources Management**	**FCBOH**
Open Records Requests - Personnel Employee Files - Grievances - Personnel Board Hearings	1-3 days acknowledgement 1-10 days response	Documents completed accurately	H/R Administration Divisions/ County Attorney's Office	Human Resources (HR) Manager
• Production of Documents	10 days, or 2 – weeks, or 3 - weeks	Documents completed accurately	H/R Administration Divisions/ County Attorney's Office	HR Manager
• Subpoenas – Production of Evidence	1-3 days response	Documents completed accurately	H/R Administration Divisions/ County Attorney's Office	HR Manager
• Affidavits	1-3 days response	Documents completed accurately	H/R Administration Divisions/ County Attorney's Office	HR Manager
• Georgia Bureau of Investigators (GBI/CIA)	Review Documents, or 1-3 days response	Documents completed accurately	H/R Administration Divisions/ County Attorney's Office	HR Manager
• Government Municipalities (Investigators-50 States)	1-3 days acknowledgement 1-10 day response	Documents completed accurately	H/R Administration Divisions/ County Attorney's Office	HR Manager
• Fulton County Employees Requests	1-5 days response	Documents completed accurately	H/R Administration Divisions/ County Attorney's Office	HR Manager
• Fulton County Attorney's Requests	1 - 3 days acknowledgement 1-15 days response	Documents completed accurately	H/R Administration Divisions/ County Attorney's Office	HR Manager
• Outside Attorney's Requests	1 - 3 days acknowledgement 1-15 days response	Documents completed accurately	H/R Administration Divisions/ County Attorney's Office	HR Manager
• Civilian Requests	1 - 3 days acknowledgement 1-15 days response	Documents completed accurately	H/R Administration Divisions/ County Attorney's Office	HR Manager
• Request Entire Department personnel files (20 – 100 or more)	No hold - Deliver Upon Completion of one file (continuous)	Documents completed accurately	H/R Administration Divisions/ County Attorney's Office	HR Manager
• Request Electronic Reports from H/R AMS Database and NeoGov Database	1-3 days	Documents completed accurately	H/R Administration Divisions/ County Attorney's Office	HR Manager
• Cash Receipts	Weekly	Documents completed accurately	H/R Administration Divisions	District Administrator
• Training on Open Records	Continuously	Documents completed accurately	County Attorney's Office	HR Manager

Business Function: Administration				
Action	**Average Processing Time (Work Days)**	**Assumption**	**Responsible Party**	
Fitness for Duty			**Human Resources Management**	**FCBOH**
• Departments submit FFD package to Personnel Director. Provide a letter to Health Director for review to determine if its mental or physical evaluation.	72 Hours to respond	Documents completed accurately	H/R Administration Divisions	District Health Director
• Receives/send notification to ELRO to schedule appointment	1 day	Documents completed accurately	H/R Administration Divisions	N/A
• Provide letter to Department to notify employee of scheduled appointment	1-3 days	Documents completed accurately	H/R Administration Divisions	N/A
• Receives evaluation results from physician; assess the findings and provide notification to Department Appointing Authority of the results	2-3 Weeks	Documents completed accurately	H/R Administration Divisions	N/A
• Process employee's FFD appeals	45 Day Process *(Can be longer if case has extenuating circumstances)*	Documents completed accurately	H/R Administration Divisions	N/A
• Set up meeting with employee to provide copy of evaluation results with Health Director to decipher medical language; collaboration with Department, Personnel Director and/or Designees.	Continuous to End	Documents completed accurately	H/R Administration Divisions	District Health Director
Processing Various Documents/Forms (*Submitted for Structural Workflow; Onboarding; Compensation & Classification; Recruiting; Performance based Incentives and Collective Bargaining Agreements; and American Labor & Employee Relations by obtaining recommended approvals/signatures)*				
• Relative Approvals	1 -2 Days	Documents completed accurately	H/R Administration Divisions	District Health Director as Appointing Authority
• Request to Establish Grants Budget	5 Days	Documents completed accurately	H/R Administration Divisions	District Administrator

Business Function: Classification Processes				
Action	**Average Processing Time (Work Days)**	**Assumption**	**Responsible Party**	
			Human Resources Management	**Fulton County Board of Health**
New Position Establishment Assigned to New Classification	7 days	Documents completed accurately	H/R Administration Divisions	District Administrator/HR Manager
Abolishment & Establishment Requests • Existing classification • New classification	5 days 7 days	Documents completed accurately	H/R Administration Divisions	District Administrator/ HR Manager
Title Change Requests • Filled Position o Includes desk audit • Vacant Position	10 days 5 days	Incumbent/supervisor available & documents completed accurately	H/R Administration Divisions	District Administrator/HR Manager
Reclassification Requests • Filled Position o Includes desk audit • Vacant Position	10 days 5 days	Incumbent/supervisor available & documents completed accurately	H/R Administration Divisions	Appointing Authority/ District Administrator/ HR Manager
Create New Class Specification	7 days after classification approved		H/R Administration Divisions	Appointing Authority/District Administrator/HR Manager
Revise Class Specification	3 days		H/R Administration Divisions	Appointing Authority/District Administrator/ HR Manager
Request to Establish a Non-Permanent Position	3 days	Documents completed accurately	H/R Administration Divisions	Appointing Authority/District Administrator/ HR Manager
Preliminary Review of Duties	5 days		H/R Administration Divisions	HR Manager
Grievance Desk Audits/ Position Review • Scheduled & Conducted • Findings Issued	3 - 10 days 7 days	Incumbent/supervisor available & documents completed accurately	H/R Administration Divisions	HR Manager

Business Function Business Function: Compensation Processes				
Action	**Average Processing Time** (Work Days)	**Assumption**	**Responsible Party**	
			Human Resources Management	**Fulton County Board of Health**
Range Change Request • Filled Position o Includes desk audit • Vacant Position	10 days 5 days	Documents completed accurately	H/R Administration Divisions	Appointing Authority/District Administrator/HR Manager
Higher Entry Level Salary Request • New Hire o Includes reviewing experience & qualifications of others in same department and class • Promotion	10 days 10 days	Documents completed accurately	H/R Administration Divisions	Appointing Authority/District Administrator/HR Manager
Demotions • Voluntary & Involuntary o Includes reviewing salary of others in same department and class	2 days	Agreement on salary is reached timely	Director	Appointing Authority/HR Manager
Salary Survey Request	3 days	Outside resources respond timely	H/R Administration Divisions	HR Manager

Business Function: Employee Labor Relations Processes				
Action	**Average Processing Time** (Work Days)	**Assumption**	**Responsible Party**	
			Human Resources Management	**Fulton County Board of Health**
Mediation * Includes Voluntary Agreements • Schedule a Mediation Session	5– 10 days	Department's Availability	H/R Administration Divisions	FCBOH Appointing Authority/HR Manager
• Mediation Session/Meeting and Agreement	1– 2 days			
Roundtable Discussion • Schedule Meeting	5 – 30 Day	Department's Availability	H/R Administration Divisions	District Administrator/HR Manager
• Group Roundtable Discussion	1 – 2 Days			
• Development of Summary Report	30 - 45 Days			
Work Environment Assessment • Schedule Meeting with Director and/or Designee(s)	5 – 10 days	Department's Availability at each phase of Assessment	H/R Administration Divisions	HR Manager as appropriate
• Logistics of Assessment (Provide Oversight to Dept., Develop Assessment Questions, Prepare Interview Schedules, Location to Conduct Interviews, Coordination Collaboration between Assigned Dept. Designee, etc.)	5 – 10 Days			
• Conduct Departmental Interviews in Stages(Staff, Supervisor, Manager, Dept. Head)	30 – 90 Days			
• Development of Comprehensive Report	45 – 90 Days			
• Follow-up - Recommendation/Suggestions	30, 60 or 90Days			
• Close out Assessment	30, 60 or 90 Days			

Action	Average Processing Time (Work Days)	Assumption	Responsible Party	Responsible Party
Grievance • Employee Intake	1 – 2 Days	Department/ Employee's Availability and Responses at each phase of Grievance Process	H/R Administration Divisions	Appointing Authority/HR Manager
• Employee Grievance Process	1 – 30 Days			
• Schedule Hearing	30 – 45 Days			
• Resolution (Recommended Settlement Order (RSO))	1 – 30 Days			
• Arbitration Process	5 – 45 Days			
• Compliance of RSO	10 – 60 Days			
Commercial Driver's License (CDL) Solicitation Process (RFQ)	120 Days	Department/ Employee's Response and Availability	H/R Administration Divisions	HR Manager
• New Hire Process(Reference Check)	1 – 10 Days			
• Conduct CDL Training and Pre-Employment Testing	1 – 3 Day			
• Testing Requirements (Random, Reasonable Suspension, Post Accident, Return to Duty and Following)	Quarterly (90 Days)			
• Positive Results Only and Case Management	365 Days			
• CDL Annual Audit	45 Days			
Union/Employee Organization • Conduct Meet & Confers	5 – 30 Days	Union Representative Response, Activity and Availability	H/R Administration Divisions	HR Manager
Third-Party Observations • Schedule Observation Meeting	1 – 30 Days	Department/ Employee's Response and Availability	H/R Administration Divisions	HR Manager
Trainings • Orientation	Every Two Weeks		H/R Administration Divisions	HR Manager
• Workplace Violence	TBD			
• Other Training	As Needed			
Counseling/Coaching	Daily	Department/ Employee's Response and Availability	H/R Administration Divisions	HR Manager

Action	Average Processing Time (Work Days)	Assumption	Responsible Party	Responsible Party
Employee Assistance Program (EAP)	1 – 5 Days	Department/ Employee's Response and Availability	H/R Administration Divisions	HR Manager
• Disciplinary Letters; demotion, suspension, Performance Improvement Plan	Continuous	Documents completed	H/R Administration Divisions	HR Manager/Program Managers/ Supervisors

Business Function: Personnel Board Processes				
Action	**Average Processing Time** (Work Days)	**Assumption**	**Responsible Party**	
			Human Resources Management	**Fulton County Board of Health**
Request for Appeal Hearing	10 days			Employee
Notify all parties • Employee and Department are notified that an appeal has been filed, all parties receive appeal hearing date, Attorney for the Department is assigned	3 days Cases are placed on the calendar on a first come from served bases, with the exception for Dismissals. All Cases are placed on the calendar within 2 months, barring any request for continuance.	Appeal filed on time	HR Policy Administration	HR Manager/Program Managers/Supervisors
Schedule Pre-hearing	2 weeks after appeal filed	Employee or Department makes request	HR Policy Administration	HR Manager/Program Managers/Supervisors
Board Order	30 calendar days after the date of the final hearing		HR Policy Administration	HR Manager/Program Managers/Supervisors
Motion for Reconsideration	30 days from the date of the Board Order	A request is made either by Personnel Board or party of interest	Personnel Board	Appellant or Appointing Authority/HR Manager
Writ Of Certiorari	30 days from the date of the Board Order			Appellant or Appointing Authority/HR Manager

Business Function: Employee Development				
Action	**Average Processing Time** (Work Days)	**Assumption**	**Responsible Party**	
			Human Resources Management	**Fulton County Board of Health**
Training Request and Approval	1-3 Days	Department Contacts Available		District Administrator
Training Needs Analysis	10 Days		Project Manager/Training Instructor	HR Manager as appropriate
Research and Develop Customized Training	20 Days		Project Manager/Training Instructor	N/A
Deliver Customized Training	10-20 Days		Project Manager/Training Instructor	N/A
Deliver Standard Training	10 -20 Days		Project Manager/Training Instructor	N/A
Facilitation Planning and Delivery	5-10 Days	1-2 Sessions	Project Manager	HR Manager as appropriate
Post Training Assessment	90 Days		Employee Development Manager	HR Manager as appropriate
Training Facilities and Equipment Reservations	1 -2 Days	Facilities/ Equipment Available	Project Manager/Training Instructor	HR Manager as appropriate

Business Function: Payroll Processes				
Action	**Average Processing Time** (Work Days)	**Assumption**	**Responsible Party**	
			Human Resources Management	**Fulton County Board of Health**
Transaction Appointments	1-5 days	Documents completed accurately	Payroll Team	HR Liaison Liaison
Changes in Position, Class, Assignment, and or Salary	1-10 days	Documents completed accurately	HR Records Administrator	HR Liaison
Change in Status	1-5 days	Documents completed accurately	HR Records Administrator	HR Liaison
Change in Hours	1-5 days	Documents completed accurately	HR Records Administrator	HR Liaison
Transfers	1-10 days	Documents completed accurately	HR Records Administrator	HR Liaison
Promotions	1-5 days	Documents completed accurately	HR Records Administrator	HR Liaison
Demotions	1-5 days	Documents completed accurately	HR Records Administrator	HR Liaison
Leave of Absence w/pay or w/o pay & Extensions	1-15 days	Documents completed accurately	HR Records Administrator	HR Liaison
Probation Period Completed & Extensions	1-5 days	Documents completed accurately	HR Records Administrator	HR Liaison
Separations	1-5 days	Documents completed accurately	HR Records Administrator	HR Liaison
Suspensions	1-5 days	Documents completed accurately	HR Records Administrator	HR Liaison
Positions Established	1-5 days	Documents completed accurately	HR Records Administrator	HR Liaison
Positions Transferred	1-10 days	Documents completed accurately	HR Records Administrator	HR Liaison
Extensions of Temporary Positions	1-5 days	Documents completed accurately	HR Records Administrator	HR Liaison
Positions Abolished & Expired	1-10 days	Documents completed accurately	HR Records Administrator	HR Liaison
New Classifications Established	1-3 days	Documents completed accurately	HR Records Administrator	HR Liaison

Action	Average Processing Time (Work Days)	Assumption	Responsibility	
Position Control	1-10 days	Documents completed accurately	HR Records Administrator	HR Liaison
Title changes	1-3 days	Documents completed accurately	HR Records Administration	HR Manager
Change in Depts./Units	1-3 days	Documents completed accurately	HR Records Administration	HR Manager
Kronos	1-3 days	Documents completed accurately	HR Records Administration	HR Liaison
Unfunded positions	1-2 days	Documents completed accurately	HR Records Administration	District Administrator
Deleting Time & Leave Adjustments	1-2 days	Documents completed accurately	HR Records Administration	HR Liaison
Training for FMLA	1 day	Documents completed accurately	HR Records Administration	HR Manager
License table	1 day	Documents completed accurately	HR Records Administration	N/A
Attribute table	1 day	Documents completed accurately	HR Records Administration	N/A
Department Specific table	1 day	Documents completed accurately	HR Records Administration	N/A
Employee Accounting Data table	1 day	Documents completed accurately	HR Records Administration	N/A

Business Function: Recruitment Processes				
Action	**Average Processing Time (Work Days)**	**Assumption**	**Responsible Party**	
			Human Resources Management	**Fulton County Board of Health**
Requisition	1 – 3 days	Budget availability		HR Manager
Exam Plan Job Posting Evaluation Process Eligible and Refer List	3 – 20 days	Position is not hard to fill	H/R Administration Divisions	
Candidates to be interviewed chosen Interview panel chosen Criteria and interview questions are provided	5 - 7 days			HR Manager/Hiring Managers
Interviews scheduled	1 - 5 days			Hiring Manager
Candidate(s) recommended	1 - 3 days			Hiring Manager/HR Manager/Appointing Authority
Hiring Process • Background checks • Reference checks • Document collection, i.e. degrees, licenses, certificates • Offer • Hired • Orientation	5 – 22 days		H/R Administration Divisions	HR Manager/HR Liaison/Analyst III

2.1.2. Finance

2.1.2.1. Accounts Payable

Description of Services Provided – The Finance Department – Accounts Payable division provides timely and accurate recording of the company's expenditures to ensure that vendors are paid in a timely, accurate and efficient manner consistent with the overall delegation of authority and segregation of duties guidelines and regulations.

Invoice and Payment Request Processing

For invoice and payment request processing and disbursements, the FCBOH must submit accurate and complete documents that are in accordance with applicable policies and procedures. For Procurement process documents, the FCBOH will process appropriate requisitions in the financial system for the generation of a purchase order., Manual Requests - Non Procurement Process (payment vouchers), Credit Card - Purchasing Card and Travel Card, Employee Reimbursements, Travel/Training Processing

Invoices will be scanned, routed and processed when received. Invoices will be reviewed for compliance with applicable policies and procedures for completeness and accuracy.

Disbursements

Special Handling (Pickups)
Manual Checks - Emergency checks will be processed during normal working hours
Check Cancellations/Reissuances
Tax Reporting

Customer Service and Financial System Training

Inquiries (Internal and External)
Introduction to AMS Training
Invoicing and Payment Training
Travel and Training and Mileage Reimbursement

Internal Control/Financial Reporting

Parties to the Agreement – Fulton County Board of Health

Customer Service Standards – Clients expect timely responses to questions to address specific circumstances presented by a case by case situation. Service requirements are determined based on its impact on the organization and/or an individual employee.

Performance Measures – Customer feedback and meeting pre-established time frames are the most reliable performance measurement.

Customer Obligations – In order to process payments within a timely manner, the department and vendors must provide complete information that is accurate and in

compliance with all policies and procedures. FCBOH will attend all necessary training courses and refresher sessions.

Disbursements and Payments

Invoice Submission

FCBOH Invoice Mailing Address:

Invoices are to be mailed or emailed to the following address.

Fulton County Government
141 Pryor Street, SW
Suite 7001
Atlanta, Georgia 30303
Attn: Finance Department – Accounts Payable

or

Email: Accounts.Payable@FultonCountyGa.Gov

Vendors are expected to provide the following information on invoices:

Vendor Information (On Company Letterhead)

1) Company Name
2) Company Address
3) Contact Information (phone, fax, email, contact person name, etc.)
4) Federal Tax ID number
5) Vendor Code (VSXXXXXXX)
6) Remittance Address

Invoice Details

7) "Invoice" listed on document
8) Invoice Date
9) Invoice Number (uniquely numbered, no duplicates)
10) Purchase Order Reference Number (PO number issued by Fulton County)
11) Date(s) of Services Performed (Consistent with Contractual Terms)
12) Itemization of Services Provided/Commodity Units
13) Invoice Amount
14) Signature and Date

FCBOH Information (needed for invoice routing and approval)

15) FCBOH Name/Address
16) FCBOH Representative Name

Other Vendor Responsibilities

- Vendor Code Information is Accurate in Vendor Self Service (VSS) System

- Legal Name/DBA - Legal Name is the default to print on all payments. If check is to be paid to DBA Name, please contact Keisha Massey, Purchasing Department Vendor Coordinator, at Keisha.massey@fultoncountyga.gov for assistance.

- Address (Remittance) – Address must be current in the VSS System

- Email Address (valid email address to receive communication and a copy of purchase order)

- W9 – submit a current W9 to ensure correct tax information is on file (EIN must match with legal name)

Departments are expected to provide the following information:

Valid Funding line information; submission of electronic receiver, Approval to pay

PO Process
Along with the approval to pay, departments are to ensure that the following information is included on/with the invoice: vendor code, purchase order number, receiver number, complete funding line, and contractual terms.

Non PO Process
Along with the approval to pay on the invoice, departments are to ensure that the manual payment request documents (payment vouchers, travel payment vouchers, etc.) are accurate and complete including active vendor codes, correct remittance address, signatures, valid funding lines, class codes, mathematically accurate and minus appropriate taxes and discounts, etc.

Working Assumptions – The Accounts Payable division will be fully staffed and funded and supported by the CGI financial system team. All invoices will be mailed to the appropriate Finance department address. The invoices are submitted complete without any missing information. The documents are in compliance with applicable policies.

Service Contact – Service problems should be directed to the Accounting Supervisor who will identify the appropriate service provider to ensure that the issue is resolved in a timely manner.

Business Function: Invoicing and Payment Processing				
Action	**Average Processing Time (Work Days)**	**Assumption**	**Responsible Party**	
			Accounts Payable	**Fulton County Board of Health**
Invoicing and Payments	20 days	Documents completed accurately	AP Team	District Administrator/Financial Liaison
Receipt of Invoices				
• Scan Invoices	2 days of receipt		X	
• Identify Department and forward to Financial Liaision	2 days		X	
• Verification and Approval	3 days			District Administrator/Financial Liaison
• PO Items - Enter Electronic Receiver	1 day	Documents completed accurately		
• Non PO Items – Return signed invoice/payment voucher				District Administrator/Financial Liaison
• Final Approval/ Process Payment	10-12 days		X	
Credit Cards				
Purchasing Card/ Travel Card • Final Approval/ Process Payment	7 days	Accurate Documents Submitted	AP Team	
Travel and Training • Per Diem • Reimbursements	10 Days 45 Days	Preapprovals Rec'd/ Accurate Documents Submitted	Travel Coordinator	

Disbursements

Check Issuance - Vendor checks are printed twice weekly (on Wednesday and Friday). Payment vouchers entered and approved in the financial system on Tuesday and Wednesday are scheduled for Friday's check run and documents entered and approved on Thursday, Friday and Monday are scheduled for Wednesday's check run. Checks are mailed on Wednesday and Friday afternoons unless identified as special handling.

Special Handling (Pickups) – Fulton County does not allow vendors to pick up checks from the Finance department. All checks are mailed same day. If an item requiring special handling, according to Fulton County Policy 200-3 and/or is a travel training per

diem or reimbursement, it will be processed and held accordingly. Items other than policy or training items will require pre-approval and the request in writing is to be made at the time of invoice submission.

Manual Checks - Emergency checks will be processed during normal working hours and require Finance Department approval. Please contact the Fulton County Controller for further information.

Check Inquiries – Requests for paid check information are self service and can be performed within the financial system, for checks issued in the previous month or older. If a check has been issued in the same month and an inquiry is needed, please contact Accounts Payable for additional assistance.

Check Cancellations – Requests for stop payments/cancellations are accepted after a 30 day waiting period. This usually provides the postal service enough time to return a check that has been mailed to an expired address. If the request for stop payment/cancellation is not due to a mailing issue, written requests are to be sent to Accounts Payable. If the check is lost, then FCBOH should place a request for Stop Payment. If the check is in FCBOH's possession, it is to be returned to Accounts Payable for cancellation. The check number, check date, check amount, vendor name and reason for check cancellation are to be included in the request. Please include any vendor correspondence (if applicable). Please also include whether the check is to be reissued or not reissued.

Check Reissuances – Request for check reissuances follow the same procedure for Check Cancellations. Check reissuances also require vendors to confirm the correct remittance address if different from where the original check was mailed. If the new remittance address is not within the vendor customer table of the financial system, the vendor must update the address prior to the new check being reissued. Check reissuances take approximately 7-10 working days to process.

Tax Reporting – Vendors are to ensure that they have a current W9 form on file with Fulton County. If the vendor is not Incorporated and the services performed exceed $600 in a calendar year, Fulton County will issue a 1099-MISC to the vendor on behalf of the FCBOH.

Business Function: Disbursements				
Action	**Average Processing Time** (Work Days)	**Assumption**	**Responsibility**	
			Accounts Payable	**Department/Other**
Disbursements • Normal Payments • Special Handling (Pickups) • Emergency Checks • Check Cancellations • Check Reissuances • Tax Reporting	Every Wed/Fri 3-5 days Contact AP 30 calendar days 7-10 days 30-45 days	Written Request sent to AP and Approval Granted	AP Team	District Administrator

Customer Service and Financial System Training

Inquiries (FCBOH and External) – Fulton County will respond to FCBOH and External vendor inquiries within 24-48 hours depending upon the research needed in request.

Introduction to AMS Training – Fulton County will provide training to FCBOH Financial Liaisons as needed. Training dates and times are located in the Fulton County Human Resources Training manual. If training is needed prior to the next available class, please contact Fulton County Finance Department Accounts Payable division for additional assistance.

Invoicing and Payment Module Training - Fulton County will provide training to FCBOH Financial Liaisons as needed. Training dates and times are located in the Fulton County Human Resources Training manual. If training is needed prior to the next available class, please contact Fulton County Finance Department Accounts Payable division for additional assistance.

Travel and Training - Fulton County will provide training to FCBOH Department Travel Coordinators and interested individuals (employees, travelers, etc.) as needed. Training dates and times are located in the Fulton County Human Resources Training manual. If training is needed prior to the next available class, please contact Fulton County Finance Department Accounts Payable (Travel) division for additional assistance.

Mileage Reimbursement - Fulton County will provide training to all interested individuals as needed. Training dates and times are located in the Fulton County Human

Resources Training manual under Travel/Training. If training is needed prior to the next available class, please contact Fulton County Finance Department Accounts Payable division for additional assistance.

Business Function: Customer Service and Policy/System Training				
Action	**Average Processing Time** (Work Days)	**Assumption**	**Responsible Party**	
			Accounts Payable	**Fulton County Board of Health**
Customer Service	2 days		Accounts Payable	District Administrator/Financial Liaison
Inquiries				
• FCBOH Inquiries	24 hour response		X	X
• External (vendor) Inquiries	24-48 hours		X	X
• Open Records Requests	3 days of receipt		X	X
Training				
• Introduction to CGI/AMS	As Advertised in the Fulton County Human Resources Training Manual or by request of FCBOH		X	
• Invoicing and Payments			X	
• Travel and Training Policy			X	
• Mileage Reimbursement			X	

2.1.2.2. Finance – General Accounting

Description of Services Provided – The Finance Department – General Accounting division provides posting of duly authorized transactions to the general ledger including but not limited to chargebacks, risk transfers, payroll, journal entries and capitalizable fixed assets. Financial accountants also perform bank reconciliations.

General Accounting division will provide general ledger processing and bank reconciliation processing for the FCBOH. Upon notification of a general ledger reject, the FCBOH will need to correct any errors and contact General Accounting for resubmission.

Business Function: General Accounting				
Action	**Average Processing Time** (Work Days)	**Assumption**	**Responsible Party**	
			General Accounting	**Fulton County Board of Health**
General Ledger Processing	5 days	Documents completed accurately	General Accounting	District Administrator/Fiscal Services Manager
Journal Entries		Documents completed accurately	X	
• Expense Reclassification	2 days of receipt			
• Chargebacks	Prior to month end			
• Payroll Posting Corrections	24 hours			
Bank Reconciliations	15 days		X	
• Bank Reconciliation				

2.1.2.3. Treasury

Description of Services Provided – Treasury provides banking and monitoring services to ensure liquidity and maintenance for fraud protection. Generates reports for the purpose of tracking revenue via bank receipts; provides training; and establishes controls for cash handling.

1) Manages the bank account structure
2) Implement's treasury banking services
3) Ensures that there is appropriate funding for all vendor disbursements and Payroll bank accounts
4) Sends daily EFT notifications to all departments to ensure the timely posting of the revenues
5) Assist in the disbursement control process by printing all A/P checks runs for pickup
6) Manages the credit card payment process for credit card process and serve as liaison to departments for credit card processing services.
7) Serves as Security Administrator for all banking systems, wire transfer systems, and ACH Management Modules.
8) Conducts cash handling and cashier training via classes that employees can register for via Personnel

2.1.2.4. Cash Management

Business Function: Cash Receipting and Deposits				
Action	**Average Processing Time** (Work Days)	**Assumption**	**Responsible Party**	
			Cash Management	**Fulton County Board of Health**
Create Cash Receipt	1 day	Documents completed accurately		District Administrator/Fiscal Services Manager
• Send deposit to Cash Management. • Review and record in AMS • Deposit	2 day 1 day 1 day	Documents completed accurately	X X	District Administrator/Fiscal Services Manager

Cash Management

Description of Services Provided – the Cash Management Unit serves as the bank system by receiving, reviewing, recording and depositing revenues. Cash Management also secures vendor and payroll checks for Departments to be picked up at the Cash Management window.

Check Pickup
Individuals who pick checks must be authorized via a signing authority by completing a form and sending it to A/P for vendor checks or Payroll for payroll checks. The individual picking up the check must also show ID before checks are distributed.

Cash Receipting
All individuals will be required to attend Intro to AMS training and Cash Receipts Entry training prior to entering any cash receipts into AMS.

Deposits

1) Departments that transport their deposits to either a Bank or Fulton County Finance Department for processing are required to utilize traceable, safe, and secure delivery methods. Transporting of funds must be documented and signed for at the start point and end point of the delivery. Verification of the deposit must be maintained as permanent record for reconciliation and audit purposes.
2) Revenue collected at individual sites and not deposited at the end of the business day, must be kept in a secured location and deposited the next business day.
3) All deposits transported must be in a pre-numbered tamper evident deposit bag and a log of all deposits should be maintained within Departments.
4) The persons preparing the deposit should do so under dual control. One person should verify the funds; amount on the cashier log; and prepare a deposit ticket or financial system cash receipt. The depositor should also record the date remitted and sign the cashier log.
5) The completed cash receipt and all supporting documentation should be taken to the bank or the cash management Unit within 2 business days of receipt.
6) Checks should be batched together with an adding machine tape listing each check amount. Cash should be batched together in numerical order with an adding machine tape attached. Supporting documentation and/or receipts should be kept and filed by each department.

2.1.2.5. Finance - Grants Administration

The Grants Administration Division of Finance will complement each agency's grant program operations by providing post-award services within the Grants Management Life Cycle, which includes award setup, financial and budget management, financial reporting, monitoring, and grant closeout. The goal of this Division is to improve grant utilization and mitigate noncompliance on grant awards. Each grant funded agency is responsible for program implementation, management, and program compliance with terms and conditions of the grant award.

Grant Accounting and Reporting

This section is responsible for day-to-day operations within the Division. Staff will work closely with the FCBOH program staff, District Administrator, and FCBOH HR manager to ensure awards are established and managed accordingly to the grant guidelines. Services include budget approvals within AMS; hiring approvals within AMS; spending patterns analyses, reimbursement requests; grant financial reporting; and technical assistance on grant guidelines.

Grant Compliance and Monitoring

This section is responsible for reviewing processes and internal controls to mitigate noncompliance on grant awards. Services include periodic monitoring of grant programs, technical assistance to the FCBOH Administrator and program managers on compliance issues, best practices on grants management, technical assistance on development of FCBOH Grant Policies and Procedures Manual, and grant training.

Service Contact

All service problems should be directed to the Grants Administrative Manager of the applicable section.

Business Function: Grant Accounting and Reporting				
Action	**Average Processing Time** (Work Days)	**Assumption**	**Responsible Party**	
			Finance	**Fulton County Board of Health**
New Grant Budget Setup				
Establish new Account Unit Code	2 days	Grant award included in Grant Setup Package	X	District Administrator/Fiscal Services Manager
Notify FCBOH of new Unit Code to establish grant budget	1 day		X	Fiscal Services Manager
Review & approve Initial Budget Setup	3 days	Budget complies with approved grant agreement	Budget Division	District Administrator/Fiscal Services Manager
Sign-off and route Position Memo to Personnel	2 days	Budget Finalized	X	Fiscal Services Manager/HR Manager
Establish new positions or transfer existing positions	5 days	memo provided by FCBOH		Fiscal Services Manager/HR Manager
Establish LDPR code, if applicable	1 day	memo provided by FCBOH	X	Fiscal Services Manager/HR Manager
Update employee records with LDPR code, if applicable	5 days or before next payroll cycle		X/HR	
Budget Revisions				
Approve budget adjustments	2 days	No follow-up required from Department	X	Fiscal Services Manager

Business Function: Grant Accounting and Reporting				
Action	**Average Processing Time** (Work Days)	**Assumption**	**Responsible Party**	
			Finance	**Fulton County Board of Health**
Grant Reporting				
Prepare and submit grant financial reports in accordance with grant agreement.	In accordance with existing grant requirements.		X	Submit required match data, if applicable. Review reports prior to electronic submission
Prepare and submit grant reimbursement reports in accordance with grant agreement	Defined in grant requirements.		X	Submit required match data, if applicable. Review reports prior to submission
Submit cash receipt document to Treasury for reports prepared.	2 days		X	Fiscal Services Manager submits EFT Remittance
Budget Monitoring			X	District Administrator/Fiscal Services Managers/Program Managers
Provide quarterly spending analysis.	10 business days after quarter ends		X	
Grant Closeout				
Provide Grant Closeout	Within one month of closeout or sooner		X	
Prepare, and oversee all required reports, including, DPH State Reports, FFATA reports, and others as required.	Defined in federal and state requirements.	FCBOH provided accurate and timely supporting schedules.	X	FCBOH provided accurate and timely supporting schedules.
Review financial section and budget forms of grant application/award documents	2 days		X	Submit financial sections and budget forms for review; Match funding lines provided, if applicable.

Business Function: Grant Compliance and Monitoring				
Action	**Average Processing Time (Work Days)**	**Assumption**	**Responsible Party**	
			Finance	**Fulton County Board of Health**
Provide technical assistance in developing and maintain Grants Policies and Procedures Manual, including forms, checklists, etc.	As necessary		X	District Administrator
Provide grant administration training and workshop	As necessary		X	
Perform periodic review and testing of various grant compliance requirements within certain grant programs.	As necessary		X	X
Provide technical assistance	As necessary		X	

2.1.3. Fulton County Information Technology (FCIT)

The Fulton County Information Technology (FCIT) provides a wide range of technology support services and resources to the county to ensure that agencies are supplied with the necessary tools to enable them to deliver quality services to their customers. The department is organized into five (5) main divisions and functions within the five divisions.

- The Department Relations is responsible for providing applications and project management support for department specific applications. The division also provides project support for all technical projects utilizing the PMBOK (Project Management Book of Knowledge) project management process to ensure that all projects stay within scope, time and budget.

- Enterprise Applications is responsible for maintenance, development and delivery of Fulton County enterprise application and Geospatial Information System (GIS) services.

- Technical Operations is responsible for all operations and service continuity pertaining to infrastructure and technical services delivered and support by FCIT.

- IT Strategy and Architecture aligns the IT roadmap and IT organization's strategies with Fulton County Department imperatives, technical demands and security.

- IT Management is responsible for the cross-functional management of all services delivered by FCIT including vendor relationship, performance and quality of IT services, IT portfolio management, IT communications and IT Finance.

All contract with FCIT regarding services described in this SLA will be through the FCIT Tech Support Center. This is to ensure all issues are logged and can be reported on for performance reporting purposes and the agreed service levels can be mitigated and managed.

Users can request information or support from FCIT Tech Support Center via the following methods:

- Email: Technical.Support@fultoncountyga.gov
- Phone: (404) 612-7334

FCIT Tech Support Center staff are trained in call logging and resolution processes and are aware of call priorities and key business issues. For efficient delivery of services, it is recommended that users provide detailed information when contacting FCIT Tech Support Center.

The priority levels are described below:

*Note: **Response Time** is defined as from the time a problem or service request is reported until an FCIT staff member has begun to address the issue.*

Priority Level	Average Response Time	Definition
Severity 1 - Critical	2 - 4 hours	Problem or outage affecting a large group of customers, business critical functions or essential services.
Severity 2 – High	4 – 8 hours	Customer cannot perform normal business function due to problem.
Severity 3 – Medium	8 – 24 hours	Customer is significantly inconvenienced by an issue but can work around it until resolved.
Severity 4 – Low	24 – 72 hours	Customer requests a routine IT service.

County-wide Applications that are supported by FCIT:

Note: Types of system support by FCIT vary by each system.

Application	Description
CGI Advantage ERP	Financial, HR, Procurement, Vendor Self Service and Employee Self Service systems
KRONOS Time Keeping	Time keeping/workforce management system
SIRE	Automated agenda management system
NEOGOV	Human resource management and applicant tracking system
Archibus	Asset management system
Remedy Force	Helpdesk incidents and work order management system
ArcGIS	Geographic Information System

BOH Applications that are supported by FCIT:

Note: Types of systems support by FCIT vary by each system.

Application	Description
M&M VHN	Mitchell & McCormick Virtual Health Net system for public health management
ClinLab	ClinLab Laboratory Information System Solutions - Support and Maintenance CDC/HIPP
SAS	Data Analysis of Communicable Disease Trends
Emergency Medical Services (EMS) Equipment & Supplies	MCC-LD Control Center software and server (MCC-LD) - Ryan White
Software Maintenance/Support	Software technical Support & Maintenance for Med Dispense Units - Ryan White
Accurint	RW/HIPP Patient Locator System
NQS Queuing Software	NEMO-Q maintenance agreement Communicable Disease and Vital Records
Dynamic Billing and Posting	Medical Billing Support Service

Department Relations Division

The Department Relations Division is responsible for providing applications and project management support for department specific applications. These departments are typically characterized as those departments and associated applications that support a single line of business. The division also provides project support for all technical projects utilizing the PMBOK (Project Management Book of Knowledge) project management process to ensure that all projects stay within scope, time and budget. Since each project is a special situation, with its own complexities, SLA's for each project will be determined separately.

Business Function: Department Relations			
Action	**Average Response Time** (Work Days)	**Assumption**	**Comments**
Application support – troubleshooting and resolving reported systems issues	1 - 3 days	Issue is application related	Response time will depend on urgency, complexity of issues, and availability of external provider
Application support – functional issues	1 - 3 days		Response time will depend on urgency, complexity of issues, and availability of external provider
Application support – Scheduling and monitoring daily/nightly system jobs and resolving errors if needed	1 - 3 days		Response time will depend on urgency, complexity of issues, and availability of external provider
Application system security – establishing user accounts and resetting passwords	1 - 2 days	Required approval included in request	
Reports development – creating custom reports for user departments	2 - 5 days	Criteria and requirements are clearly defined	Response time will depend on urgency, complexity of queries & criteria, and availability of data
Modifications to existing report	1 - 3 days	Criteria and requirements are clearly defined	Response time will depend on urgency, complexity of queries & criteria, and availability of data

Enterprise Applications Division

Enterprise Applications Division is responsible for providing support to agencies for enterprise software applications. This includes enterprise software applications used by all departments and GIS applications which are used by individual or groups of departments.

Business Function: Enterprise Applications Support			
Action	**Average Response Time** (Work Days)	**Assumption**	**Comments**
Application support – troubleshooting and resolving reported systems issues	1 - 3 days	Issue is application related	Response time will depend on urgency, complexity of issues, and availability of external provider
Application support – functional issues	1 - 3 days		Response time will depend on urgency, complexity of issues, and availability of external provider
Application support – Scheduling and monitoring daily/nightly system jobs and resolving errors if needed	1 - 3 days		Response time will depend on urgency, complexity of issues, and availability of external provider
Application system security – establishing user accounts and resetting passwords	1 - 2 days	Required approval included in request	
Reports development – creating custom reports for user departments	2 - 5 days	Criteria and requirements are clearly defined	Response time will depend on urgency, complexity of queries & criteria, and availability of data
Modifications to existing report	1 - 3 days	Criteria and requirements are clearly defined	Response time will depend on urgency, complexity of queries & criteria, and availability of data

GIS (Geographical Information Systems) Support

GIS Section provides, maintains, distributes, and analyzes, county information that is geographically referenced using Geographic Information Systems (GIS) technology. Staff members design, develop and maintain the County's GIS database, providing services to multiple users including vital support to the 911 Emergency Services System.

Business Function: GIS Services		
Action	**Average Response Time** (Work Days)	**Comments**
Custom Mapping	1 - 14 days	Processing time will depend on urgency, complexity of map and availability of data
Address Update	1 - 2 days	Processing time will be shortest for requests for which a customer is waiting and longest for requests that require extensive research to validate addresses
Base Map Updates	2 - 7 days	
Data Analysis	1 - 14 days	Processing time is highly dependent on the complexity of the analysis
Demographic Report	1 - 10 days	Processing time is dependent on the availability of data
Zoning Map Update	1 - 7 days	
Annexation Maps	1 - 3 days	
Voting Precinct Change Proposal	1 - 3 days	
Voter Records Audit	2 - 7 days	Processing time depends on the number of precincts being audited. A County-wide audit requires the greatest processing time

Technical Operations Division

Technical Operations Division provides expertise and support for all of the county's computing and telecommunications infrastructure. This includes support for the county databases, all personal computers, servers, all telecommunications systems, (voice, data, and wireless) that support county employees who provide services to citizens. This team also is responsible for helpdesk support, state mandated Records Management, MFD (multifunctional devices) support, Data Center operations, storage and backup, and network and security concerns.

Business Function: Active Directory, Email, Network, Server, Storage and Technical Support Services		
Action	**Average Response Time** (Work Days)	**Comments**
Telecommunication Services	1 - 3 days	Reponse time will depend on urgency and volume of requests
Network Services	1 - 3 days	Reponse time will depend on urgency and volume of requests
Technical Support Services	1 - 3 days	Reponse time will depend on urgency and volume of requests
Information Security Services	1 - 3 days	Reponse time will depend on urgency and volume of requests
Video Management Services	1 - 3 days	Reponse time will depend on urgency and volume of requests
Add/Remove/Change Email Account	1 - 3 days	Reponse time will depend on urgency and volume of requests
Add/Remove/Change Email Archive Services	1 - 3 days	Reponse time will depend on urgency and volume of requests
Add/Remove/Change eFax Services	1 - 3 days	Reponse time will depend on urgency and volume of requests
Add/Remove/Change Encrypted Email Services	1 - 3 days	Reponse time will depend on urgency and volume of requests
Add/Remove/Change Active Directory Account	1 - 3 days	Reponse time will depend on urgency and volume of requests
Add/Remove/Change Network File Share	1 - 3 days	Reponse time will depend on urgency and volume of requests
Network File Share Recovery from Backup	1 day	Reponse time will depend on urgency and volume of requests
Server Recovery from Backup	1 day	Reponse time will depend on urgency and volume of requests

Action	Average Response Time (Work Days)	Comments
Server or Server Software Issue Troubleshooting	1 - 2 days	Reponse time will depend on urgency and volume of requests
Add/Remove/Change Network Printer Services	1 – 3 days	Reponse time will depend on urgency and volume of requests

I.T Management Division

IT Management Division is responsible for the cross-functional management of all services delivered by FCIT including vendor relationship, performance and qualify of IT services, IT portfolio management, IT communications and IT Finance. The division also provides technical procurement support for the County, and monitors the PC, laptops, and other technical procurements that affect the entire county to ensure standardization, consistency and stabilization. The division monitors the Annual Maintenance List, creates solicitation documents for technical products and solutions, and manages the countywide telecom / internet / cabling / network / MFD / wireless solicitations, purchases, and payments.

Business Function: Administration			
Action	**Average Response Time** (Work Days)	**Assumption**	**Comments**
Standard Technical Purchases –PC's Laptops, etc.	1 - 3 days for order creation	Standard vendor Delivery Time	
Non- standard Technical Orders for agencies	1 - 3 days for order creation	Process follows normal Purchasing procedures	
P-card technical purchases	1 - 10 days for order creation	Standard vendor Delivery Time	

2.1.4. Department of Purchasing and contract compliance

The Department of Purchasing & Contract Compliance is responsible for the purchasing of all supplies, materials, or equipment and contracts for all work or labor to be done, required by any department, office, officer, board, commission, or other agency of the County.

The Department of Purchasing is composed of two divisions; Administrative and Contracts & Procurement.

The administrative division is responsible for providing leadership, management and administrative oversight for the department three divisions. It is also responsible for purchasing policies and procedure as promulgated under Federal, State and County laws ordinances as adopted by the Board of Commissioners,

The Contracts Division (Team K) is composed of one (1) procurement group responsible for the procurement and solicitation of all capital improvement projects for the entire County.

The Procurement Division (Teams A, B & C) is composed of three (3) procurement groups which are assigned various departments for which they handle all solicitation and procurement functions. The procurement groups are responsible for procuring goods and services at the lowest cost which meet the user department's requirements for quality, quantity, timeliness, and conforms to all specification requirements.

The Department utilizes several procurement methodologies in the procurement of goods and services (see following flowcharts). The Purchasing representative assigned to your team will assist the User Department in determining the appropriate method of solicitation to be used.

Emergency

An emergency is any situation resulting in imminent danger to the public health, welfare or safety of the loss of an essential government service. The average processing time for an emergency purchase will be based on the circumstance.

Business Function: Emergency Purchases			
FCBOH	**Purchasing**	**DHD or Designee**	**DPH**
1. Identify Emergency			
2. Written Approval by District Health Director for Emergency Purchase			
4. Has work already been performed? (Y/N)	No 5. Request Quote or Proposal from Vendor		
	6. Negotiate		
Yes 5. Selects Vendor	7. Purchase Order Process		
	8. Notify Vendor to perform Work/Services		

Award with Competition (Sole Source)

A contract may be awarded without competition when the County Manager and the Purchasing determines in writing, after the Purchasing Department has conducted a good faith review of available resources that there is only one source for the requested work, labor or service, supplies or materials, service, or equipment to be provided. The average processing time for an award without competition is approximately 30 days which includes advertisement for 10 days.

Business Function: Sole Source			
FCBOH	**Purchasing**	**Purchasing Designee – District Administrator**	**Vendor**
1. Prepares Spec or SOW and ICE	2. Review Spec or SOW, ICE for accuracy and completeness 3. Conduct Market Research		
Yes 5.FCBOH provides purchasing a written statement on unique Product/Service	4. Is Product/Service unique to one Vendor? (Y/N)		
6. Complete Section A of the Justification Form			
7. Submit RQN/RQS with Justification form and Vendor's Statement	No 5. Post public advertisement (7 Days)		6. Vendor submits offer to perform
	7. Other Vendors perform the sole source determination? (Y/N)		
	8. Complete Section B of Justification Form		
	9. Advise FCBOH competitive process must be conducted Conduct Cost Analysis		
	10. Negotiate with Vendor		
	No 13. Cancellation Procedure		
	15. Is PO Required? (Y/N) Yes 16. Purchase Order Process No 16. Prepare Contract		
	17. Notify Vendor of Award		

Invitation to Bid

An Invitation to Bid (ITB) also known as competitive sealed bidding is the formal solicitation method used when the cost of goods or services to be purchased will exceed $49,999.99 but is less than $250,000.00, and not available on statewide contract. The award is based on the lowest responsive and responsible bidder. The broad range of procurement includes commodities, construction services, and general services. The

average process time for an Invitation to Bid is approximately 75 days which includes advertisement for 4 weeks.

Business Function: Invitation To Bid				
FCBOH	**Purchasing**	**Contract Compliance**	**Legal**	**Finance**
1. Prepare Requisition Spec and ICE	**2.** Request Spec and ICE Review and Approval **3.** Spec OK? (Y/N)			
	Yes **4.** Search for additional Vendors **5.** Send Spec to CC for MFBE Listing	**6.** Prepare MFBE List and notify Purchasing		**7.** Send specs to Risk Management and Bonding requirements
	8. Develop, Review and Finalize Spec Package			
11. Prepare answers for questions from Vendors	**9.** Advertise **10.** Pre-Bid Conference			
12. Addendum Required? (Y/N)	**Yes** **13.** Prepare Addendum and post to Bid Board			
	14. Receive Bid **15.** Public Opening **16.** Responsiveness Review **17.** Conduct Price Analysis			
18. Recommends Vendor Selection	19. Approve Recommend Vendor **20.** Conduct Responsibility Review			
21. DHD Reviews & Approves	**23.** Drafts Contract		23. Review Contract and Approve	
24. Issue NTP	**25.** Process P.O.			

Request for Proposal

The Request for Proposal (RFP) also known as competitive sealed proposals should be used when the use of competitive sealed bidding is not practicable or is not in the best interest of the FCBOH and the following conditions apply: price is not the determining factor, discussions with offerors are required, offerors are required to provide methods and approaches to perform the work, "best value" award is anticipated. The average process time for a Request for Proposal is approximately 105 days which includes advertisement for 4 weeks.

Business Function: Request for Proposal					
FCBOH	**Purchasing**	**Contract Compliance**	**Legal**	**Finance**	**Evaluation Committee**
1. Prepares Requisition, SOW and ICE	**2.** Request Spec and ICE Review and Approval **3.** Spec OK? (Y/N)				
	Yes **4.** Search for additional Vendors **5.** Send Spec to CC for MFBE Listing	**6.** Prepare MFBE List and notify Purchasing		**7.** Send specs to Risk Mgmt for Insurance/Bonding	
11. Prepare answers for questions from Vendors	**8.** Develop. Review and Finalize Solicitation Package **9.** Advertise **10.** Pre-Proposal Conference				
12. Addendum Required? (Y/N)	Yes **13.** Prepare Addendum and Post to Bid Board				
	14. Receive Proposals **15.** Pubic Opening **16.** Responsiveness Review	**17.** Contract Compliance Review			**17.** Technical Evaluation (by Voting Members **18.** Price Evaluation including CAPA Purchasing & Finance
	19. Negotiation				**20.** Responsibility Review Purchasing and Finance
.	←				**21.** Award Recommendation Letter from EC to Purchasing Director
22. DHD Reviews and Approves	**23.** Procurement Drafts Contract		**24.** Review Contract Approve		
25. Issue NTP	**26.** Process P.O.				

Request for Qualifications (RFQ)

Prequalification of Offerors can be used when the Purchasing Director, in consultation with the FCBOH determines that it is in the best interests of the FCBOH to prequalify offerors for particular types of supplies, services, construction and professional and consultant services. The average process time for a Request for Qualification is approximately 105 days which includes advertisement for 4 weeks.

Business Function: Request for Proposal					
FCBOH	**Purchasing**	**Contract Compliance**	**Legal**	**Finance**	**Evaluation Committee**
1. Prepares Requisition, SOW and ICE	**2.** Request Spec and ICE Review and Approval **3.** Spec OK? (Y/N)				
	Yes **4.** Search for additional Vendors **5.** Send Spec to CC for MFBE Listing	**6.** Prepare MFBE List and notify Purchasing		**7.** Send specs to Risk Management and Bonding requirements	
11. Prepare answers for questions from Vendors	**8.** Develop. Review and Finalize Solicitation Package **9.** Advertise **10.** Pre-Proposal Conference				
12. Addendum Required? (Y/N)	**Yes** **13.** Prepare Addendum and Post to Bid Board				
	14. Receive Proposals **15.** Pubic Opening **16.** Responsiveness Review	**17.** Contract Compliance Review			**17.** Technical Evaluation (by Voting Members **18.** Price Evaluation including CAPA Purchasing & Finance
	19. Negotiation				**20.** Responsibility Review Purchasing and Finance
					21. Award Recommendation Letter from EC to Purchasing Director
22. DHD Reviews and Approves	**23.** Procurement Drafts Contract		**24.** Review Contract Approve		
25. Issue NTP	**26.** Process P.O.				

Request for Quotes (E-Quotes)

Request for Quotations are issued when the cost of goods or services to be purchased range between $5,000 and $49,999.99. The average process time for an E-Quote is approximately 15 days which includes advertisement for 10 days.

Business Function: Request for Quote (Commodities)		
FCBOH Department	**Purchasing**	**TEAM CAPA**
1. Prepare Requisitions, Spec and ICE	2. Requisition Spec and ICE Review and Approval 3. Spec OK? (Y/N)	
	Yes 4. Search for Additional Vendors 5. Create Quote Number and Update Quote Package 6. PDF all forms in Quote Package – Upload to AMS 7. Email Quote to Vendors	
9. Prepare answers to questions from Vendors	8. Receive Questions from Vendors and forward to User Dept.	
10. Addendum Required? (Y/N)	**Yes** 11. Prepare Addendum and post with RFQ Package – Notify Vendors **No** 11. Request Quote Responses	
15. Recommend Vendor for Award	12. Retrieve Tabulation Sheet from Evaluation Screen 13. Complete Tabulation Notification Form, Quote Review Recommendation Letter then forward to User Dept 14. Conduct Price Analysis (Evaluate Pricing)	
16. Recommend award to Lowest Responsive and Responsible Vendor Selected? (Y/N)		
Yes 17. Approve Award		
No 17. Prepare Justification Letter	18. Process P.O.	

Small Purchases – Non-compete

a) **P.O. (non-compete):** Purchase orders can be used for purchases where the cost of goods or services to be purchased does not exceed $4,999.99

b) **P-cards:** The purchasing card (P-card) can be used for purchases where the cost does not exceed $ 2,499.99 for the purchase of supplies, materials, equiptment and services for County business use.

c) **T- Cards**: The travel card (T-card) can be paid in advance for hotel accomodations, transportation (airline ticket) and conference/seminar registration. The cost does not exceed $ 2,499.99 per transaction, per requestor.

3. Office of the County Attorney /Function Responsibilities

All legal services needed by the FCBOH shall be provided by the Office of the County Attorney as required by County Ordinance. The County Attorney at the request of the FCBOH will provide a Senior Level attorney who is designated to support the needs of the FCBOH. All costs of this attorney shall be borne by the FCBOH. This attorney will work directly with the Chief Executive Officer on assigned projects and coordinate the delivery time frames and dates for each project with the Chief Executive Officer. The assigned attorney shall remain a member of the Office of the County Attorney's department and shall be supervised by the County Attorney or his/her assigned Deputy. The Chief Executive Officer shall provide quarterly feedback to the County Attorney on the performance status of the assigned attorney and notify the County Attorney of any issues associated with the quality of work of the assigned attorney.

Last revised: Wednesday, June 28, 2017

ATTACHMENT "2"

HEALTH AND WELLNESS

BOC Date	BOC Agenda	Status	Renewal Options	Contractor	BID/RFP	Service/Commodity	Award $Amt.	Prime	Contractor's $Amt.	Contractor's %
10/15/2014	14-0854	STATEWIDE CONTRACT		CGL FACILITY MANAGEMENT, LLC	SWC90806	FACILITY MAINTENANCE SERVICES	$97,648.50	PRIME	$97,648.50	100.0%
3/18/2015	15-0239	RESCIND		KEMP AND SONS GENERAL SERVICES, INC	14ITB91208YA	MEDICAL/CLINICAL CLEANING SERVICES	($152,375.00)	PRIME	($152,375.00)	100.0%
3/18/2015	15-0240	LOW BID	0/2	A-ACTION JANITORIAL SERVICE, INC.	14ITB91208YA	MEDICAL/CLINICAL CLEANING SERVICES	$180,559.00	PRIME	$180,559.00	100.0%
10/21/2015	15-0391	RENEWAL	1/2	CLARKE ENVIRONMENTAL MOSQUITO MANAGEMENT	15ITB96859A-C	INTEGRATED MOSQUITO MANAGEMENT SERVICES	$379,461.95	PRIME	$379,461.95	100.0%
7/15/2015	15-0598	SOLE SOURCE		A & A PROJECT SOLUTIONS, LLC	15SS97840B	GEORGIA HIV & STD INFOLINE	$97,500.00	PRIME	$97,500.00	100.0%
7/15/2015	15-0599	SOLE SOURCE		ORASURE TECHNOLOGIES, INC.	15SS136A-MH	ORAQUICK ADVANCE RAPID HIV-1/2 ANTIBODY TEST KITS	$84,500.00	PRIME	$84,500.00	100.0%
11/4/2015	15-0972	STATEWIDE CONTRACT		CARDINAL HEALTH	MMS15001, M	ALLIANCE FOR PHARMACY	$338,621.89	PRIME	$338,621.89	100.0%
12/2/2015	15-1105	LOW BID		CLINLAB LABORATORY INFORMATION SOLUTIONS	151TB 112015	LABORATORY INFORMATION SYSTEM	$99,600.00	PRIME	$99,600.00	100.0%
1/6/2016	16-0031	LOW BID	138920	LAYTON X-RAY SERVICES, INC.	15ITB98501A-C	DIGITAL X-RAY SYSTEM AND INSTALLATION	$138,920.00	PRIME	$138,920.00	98.0%
2/3/2016	16-0098	RECOMMENDED PROPOSAL	0/2	HEALTH MPOWERS	15RFP12032015	FARLY CARE AND EDUCATION TRAINING AND CONSULTING SERVICES	$174,000.64	PRIME	$174,000.64	100.0%
2/17/2016	16-0133	STATEWIDE CONTRACT		PATTERSON DENTAL COMPANY	15SS10865A-C	STICK SENSORS	$19,473.00	PRIME	$19,473.00	100.0%
4/13/2016	16-0225	STATEWIDE CONTRACT		THE INTERCONNECT GROUP	SPD00000037	MEDIA SERVICE	$50,000.00	PRIME	$50,000.00	100.0%
4/13/2016	16-0225	SOLE SOURCE		ORASURE TECHNOLOGIES, INC.	16SS101446A-	ORA QUICK ADVANCE RAPID HIV ANTIBODY TEST	$85,000.00	PRIME	$85,000.00	100.0%
4/20/2016	16--0227	SOLE SOURCE		AID ATLANTA	16SS101449A-	GEORGIA HIV & STD INFOLINE	$97,500.00	PRIME	$97,500.00	100.0%
4/13/2016	16-0229	SOLE SOURCE		GREATER THAN AIDS - KAISER FAMILY FOUNDATION	16SS01452A-CJ	MEDIA SERVICE	$150,000.00	PRIME	$150,000.00	100.0%
4/13/2016	16-0230	SOLE SOURCE		BIOLYTICAL LABORATORIES	16SS101447A-C	ANTIBODY TEST KITS	$75,000.00	PRIME	$75,000.00	100.0%
5/4/2016	16-0371	SOLE SOURCE		QIAGEN, INC	16SS102123A-C	QUANTIFERON GOLD IN-TUBE TESTING	$25,000.00	PRIME	$25,000.00	100.0%
6/15/2016	16-0499	STATEWIDE CONTRACT		FOCUS OF GEORGIA, INC.	SWC80781	TEMPORARY STAFFING SERVICES	$134,680.00	PRIME	$134,680.00	100.0%
6/15/2016	16-0500	STATEWIDE CONTRACT		THE INTERCONNECT GROUP	SWC0002	PROMOTE TOBACCO SMOKE FREE AND ACTIVE LIVING HEALTH MESSAGE	$257,321.00	PRIME	$257,321.00	100.0%
6/15/2016	16-0504	RECOMMENDED PROPOSAL	0/2	NORTH FULTON CHILD DEVELOPMENT ASSOCIATION	16RFP10273A-	DROP-IN-DAY CARE SERVICES (FCDHW, MH Aging and Youth)	$216,000.00	PRIME	$216,000.00	100.0%
8/3/2016	16-0657	RENEWAL		TOTAL ACCESS GROUP, INC	15ITBC98685A-	CUSTOM PREFILLED CONDOM PACKETS AND CONDOMS	$300,000.00	PRIME	$300,000.00	100.0%
9/7/2016	16-0755	SOLE SOURCE		GOLD STANDARD DIAGNOSTICS	16SS103059A-C	THUNDERBOLT ELISA ANALYZERS	$72,000.00	PRIME	$72,000.00	100.0%
9/21/2016	16-0782	INCREASE SPENDING AUTHORITY		BIOLYTICAL LABORATORIES	16SS101447A	HIV-1 ANTIBODY TEST KITS	$150,042.00	PRIME	$150,042.00	100.0%

BOC Date	BOC Agenda	Status	Renewal Options	Contractor	BID/RFP	Service/Commodity	Award $Amt.	Prime	Contractor's $Amt.	Contractor's %
10/5/2016	16-0829	INCREASE SPENDING AUTHORITY		THE INTERCONNECT GROUP	99999-001	MEDIA BUYING SERVICES	$60,000.00	PRIME	$60,000.00	100.0%
10/5/2016	16-0847	INCREASE SPENDING AUTHORITY		LOCUM TENENS	15ITB96389A-C	LOCUM TENENS POSITIONS STAFFING SERVICES	$227,120.00	PRIME	$227,120.00	100.0%
10/19/2016	16-0931	RENEWAL	2/2	CLARKE ENVIRONMENTAL MOSQUITO MANAGEMENT	15ITB96859A-C	INTEGRATED MOSQUITO MANAGEMENT SERVICES	$379,461.95	PRIME	$379,461.95	100.0%
10/19/2016	16-0932	RENEWAL	1/2	NORTH FULTON CHILD DEVELOPMENT ASSOCIATION	16RFP102734A-	DROP IN DAY CARE SERVICES AT NORTH FUTLON REGIONAL HEALTH CENTER	$216,000.00	PRIME	$216,000.00	100.0%
12/7/2016	16-1080	INCREASE SPENDING AUTHORITY		ORASURE TECHNOLOGIES, INC.	16SS101446A-	ORA QUICK ADVANCE RAPID HIV ANTIBODY TEST	$49,950.00	PRIME	$49,950.00	100.0%
12/7/2016	16-1081	STATEWIDE CONTRACT		FISHER SCIENTIFIC COMPANY LLC	SWC30747	BIOLOGICAL SUPPLIES AND EQUIPMENT	$103,287.00	PRIME	$103,287.00	100.0%
12/7/2016	16-1083	STATEWIDE CONTRACT		THE INTERCONNECT GROUP	SWC99999999	MEDIA BUYING SERVICES	$232,438.00	PRIME	$232,438.00	0.0%
12/21/2016	16-1178	AMEND		ERNST & YOUNG, LLP	FCDHW	PHASE 3 LEADING PRACTICE IMPLEMENTATION OF BILLING PROCESS LEADING PRACTICE IMPROVEMENTS	$101,002.00	PRIME	$101,002.00	100.0%

BOC Date	BOC Agenda	Status	Renewal Options	Contractor	BID/RFP	Service/Commodity	Award $Amt.	Prime	Contractor's $Amt.	Contractor's %
1/4/2017	17-0031	AMEND		HEALTH MPOWERS	15RFP12032015	EARLY CARE AND EDUCATION TRAINING AND CONSULTING SERVICES	$19,563.72	PRIME	$19,563.72	100.0%
2/1/2017	17-0126	STATEWIDE CONTRACT		KEIHAUER	SWC9999	OFFICE COMPUTER AND EDUCATIONAL FURNITURE	$1,546,492.00	PRIME	$31,654.70	2.0%
2/1/2017	17-0126	STATEWIDE CONTRACT		HILLSMAN INC.	SWC9999	OFFICE COMPUTER AND EDUCATIONAL FURNITURE	$1,546,492.00	PRIME	$75,269.85	4.9%
2/1/2017	17-0126	STATEWIDE CONTRACT		HILLSMAN INC.	SWC9999	OFFICE COMPUTER AND EDUCATIONAL FURNITURE	$1,546,492.00	PRIME	$112,600.00	7.3%
2/1/2017	17-0126	STATEWIDE CONTRACT		EXEMPLIS CORPORATION	SWC9999	OFFICE COMPUTER AND EDUCATIONAL FURNITURE	$1,546,492.00	PRIME	$171,946.62	11.1%
2/1/2017	17-0126	STATEWIDE CONTRACT		SPACE SAVER STORAGE	SWC9999	OFFICE COMPUTER AND EDUCATIONAL FURNITURE	$1,546,492.00	PRIME	$82,321.71	5.3%
2/1/2017	17-0126	STATEWIDE CONTRACT		KRUEGER INTERNATIONAL, INC.	SWC9999	OFFICE COMPUTER AND EDUCATIONAL FURNITURE	$1,546,492.00	PRIME	$569,338.20	36.8%
2/1/2017	17-0126	STATEWIDE CONTRACT		KIMBALL OFFICE	SWC9999	OFFICE COMPUTER AND EDUCATIONAL FURNITURE	$1,546,492.00	PRIME	$257,752.96	16.7%
2/1/2017	17-0126	STATEWIDE CONTRACT		JSJ FURNITURE	SWC9999	OFFICE COMPUTER AND EDUCATIONAL FURNITURE	$1,546,492.00	PRIME	$41,242.24	2.7%
2/1/2017	17-0126	STATEWIDE CONTRACT		MAYLINE COMPANY	SWC9999	OFFICE COMPUTER AND EDUCATIONAL FURNITURE	$1,546,492.00	PRIME	$2,848.80	0.2%
				EMORY UNIVERSITY SCHOOL OF MEDICINE		TB PHYSICIANS X-RAY SHARED	$ 108,750.00			
				SYSSTEMS OUTSOURCING & SUPPORT INC		MEDICAL/CLINICAL BILLING & CODING	$ 26,500.00			
		REVENUE		TENET SOUTH FULTON MED CTR		PRIMARY CARE SERVICES	$ 19,824.00			
				MITCHELL & McCORMICK INC		ANNUAL MAINTENANCE - IT	$ 417,134.00			

ATTACHMENT "3"

FULTON COUNTY
BOARD OF HEALTH

FULTON COUNTY BOARD OF HEALTH
Memoranda of Understanding Tracking Spreadsheet

Name of Institution	Contact Name	Nature of Contract MOU	Program Served	Funding	Amount	Date Approved	Expiration Date
Context Media Health	Elyse Hall 312 940 6818 ely.h@contextmediahealth.Com	Applied learning in Public Health	Communicable Disease	N/A	N/A	8/17/16	8/31/17
Emory University Nell Hodgson Woodruff School of Nursing	Nicole R. Ingram Nicole.ingram@emory.edu 404-727-5498	Applied learning in Public Health	General: Provision of better patient care. Nursing	N/A	N/A	02/03/2016	11/22/18
Emory University Rolling School of Public Health	Shantrice Jones 4047279957 Shantrice.jones@emory.edu	Applied learning in Public Health	General	N/A	N/A	8/3/2016	3 Years Commencement Upon execution date
Emory University	Christian P. Larsen, M.D.	Emory for TB Clinical and Radiology	Communicable Diseases	N/A	N/A	1/1/2017	12/31/2017
Emory University School of Medicine Division of General Internal Medicine	Jada Bussey-Jones, MD Co-director, Primary Care Center	Applied learning in Public Health (Social Medicine elective)	Communicable Disease	N/A	N/A	4/20/2016	12/31/2017
Fulton County School	Sara Blake Smith 470-254-0468 fordCR@fultonschools.org	To execute subtitle VII Of the McKinney-Vento Homeless Assistance Act(42U.S.C11431et seq)	McKinney- Vento Homeless Assistance. Nursing / Immunization	N/A	N/A	8/3/2016	2 Years 7/3/2018
Fulton County Govt and Georgia State Health Dept. CGI Advantage	Dr. Brenda Fitzgerald 404-657-2703 Huriyyah.lewis@dph.ga.gov	Access to Fulton County Management records/ Human resources/ AMS/Grants	Health Dept. /State Employee Share information. CGI	N/A	N/A	8/3/2016	2 Years
Georgia State University, Lewis School of Public Health Profession	Dr. Risa Palm 404-413-1438 jpratt@gsu.edu	Applied learning in Public Health	Nutrition	N/A	N/A	06/15/16	3 Years Commencement Upon execution date.
Grand Canyon University College of Nursing	Ms. Samantha Macchiaverna	Applied learning in Public Health	Nursing	N/A	N/A	11/2/2016	3Years

FULTON COUNTY
BOARD OF HEALTH

FULTON COUNTY BOARD OF HEALTH
Memoranda of Understanding Tracking Spreadsheet

Name of Institution	Contact Name	Nature of Contract MOU	Program Served	Funding	Amount	Date Approved	Expiration Date
HarborPath Inc	De Ann Rease 908-859-3483 mikebeyer@sambrown.com	To facilitate the access of uninsured/underinsure Individuals living with HIV and /or Hepatitis C to Life sustaining medications necessary for their treatment	Communicable Disease	N/A	N/A	8/3/2016	12/31/17
HarborPath Inc.	De Ann Rease 908-859-3483 mikebeyer@sambrown.com	Access to Fulton County PHI	Communicable Disease	N/A	N/A	8/31/16	12/31/16
Kennesaw State University Well Star School of Nursing.	Laura Allen Lallen32@Kennsaw.edu 470 -578-3212	Applied learning in Public Health	Nursing	N/A	N/A	04/20/16	03/31/2019
Mercer Corporation College of Health Professions	Jimmie H. Smith 478- 301-5129 Smith-jh@mercer.edu	Applied learning in Public Health	Nursing	N/A	N/A	8/3/2016	8/2/19
Mercer University Georgia Baptist College Nursing	Charles A. Smith 678-547-6714 Smith-ca@mercer.edu	Applied learning in Public Health	Nursing	N/A	N/A	8/3/16	8/2/2019
Mercy Care	Alan Bradford 678-843-8507 Tandrews@mercyatlanata.org		Communicable Disease	N/A	N/A	8/3/2016	12/31/2016
Morehouse School of Medicine	Carla Durham Walker 404-752-1852 cdurham@msm.edu	Applied learning in Public Health	General	N/A	N/A	8/3/2016	July 20,2019
NIH NIDCR	Dr. Bruce Dye 301-496-7765 bruce.dye@nih.gov	Dental Public Health Resident	Dental	N/A	N/A		

FULTON COUNTY
BOARD OF HEALTH

FULTON COUNTY BOARD OF HEALTH
Memoranda of Understanding Tracking Spreadsheet

Name of Institution	Contact Name	Nature of Contract MOU	Program Served	Funding	Amount	Date Approved	Expiration Date
UGA College of Public Health	Nina Cleveland 706-542-3648 Ninac64@uga.edu	Applied learning in Public Health	General	N/A	N/A	8/3/2016	3 Years August 2, 2019
Odyssey Family Counseling Center	Stephanie l Barnhart 404-762-9190			N/A	N/A	9/7/2016	8/31/2017
Safe kids Worldwide	Mark Ryan Mryan@safekids.org 202-803-4220			N/A	N/A	12 -21-2016	12-7-2017
University of Alabama at Birmingham	Crystal D. Adams, MSN, RN Clinical Placement Coordinator Nursing Academic Affairs	Clinical and scholarly experiences	Nursing	N/A	N/A		
Central Presbyterian Church	Ana Bailie 404-754-9361	TB Prevention & Control in Homeless Shelters	Communicable Disease	N/A	N/A		
My Sister's House	Vanessa Carey 404-367-2247 404-367-2465 (press 5)	TB Prevention & Control in Homeless Shelters	Communicable Disease	N/A	N/A		
Zaban Paradies Center	Karyn Woods 404-817-2475	TB Prevention & Control in Homeless Shelters	Communicable Disease	N/A	N/A		
Gateway Center	Raphael Holloway 404-215-6601	TB Prevention & Control in Homeless Shelters	Communicable Disease	N/A	N/A		
Atlanta Union Mission	Michael Sheppard 404-367-2511 770-900-0824	TB Prevention & Control in Homeless Shelters	Communicable Disease	N/A	N/A	5/20/2015	6/30/2016
Atlanta City Baptist Rescue Mission	Paul Johnson 404-577-3409 404-507-4732	TB Prevention & Control in Homeless Shelters	Communicable Disease	N/A	N/A	5/20/2015	6/30/2016

FULTON COUNTY
BOARD OF HEALTH

FULTON COUNTY BOARD OF HEALTH
Memoranda of Understanding Tracking Spreadsheet

Name of Institution	Contact Name	Nature of Contract MOU	Program Served	Funding	Amount	Date Approved	Expiration Date
City of Refuge	James Reed 404-874-2241 404-561-7752	TB Prevention & Control in Homeless Shelters	Communicable Disease	N/A	N/A	8/5/2015	6/30/2016
Atlanta Recovery Center	Derek Boyd 404-577-3352	TB Prevention & Control in Homeless Shelters	Communicable Disease	N/A	N/A	5/20/2015	6/30/2016
Metro Atlanta TB Task Force for the Homeless	Carl Hartrampf Crystal Howard (404) 787-5826	TB Prevention & Control in Homeless Shelters	Communicable Disease	N/A	N/A	5/20/2015	6/30/2016
Salvation Army ?Red Shield Services	Kevin Hall 404-486-2711	TB Prevention & Control in Homeless Shelters	Communicable Disease	N/A	N/A	5/20/2015	6/30/2016

FULTON COUNTY
BOARD OF HEALTH

FULTON COUNTY BOARD OF HEALTH
Memoranda of Understanding Tracking Spreadsheet

Name of Institution	Contact Name	Nature of Contract MOU	Program Served	Funding	Amount	Date Approved	Expiration Date
Emory University – Chief Clinical Officer/Consultant	Kanika Moss, JD 404-727-1051 kanika.mos@emory.edu	Consultant	Communicable Disease/TB Clinic		$132,821.56	02/03/2016	12/31/17
GA Dept. of PH	Michelle Allen 404-463-2579 Michelle.Allen@dph.ga.gov	STD Program	Communicable Disease/STD Program	N/A	$150,000	9/2/15	5 Years Commencement Upon execution date
Healing Communities	Karen Williams 404-704-4336 kwilliams@healingourcommunities.org		Communicable Disease/STD Program	N/A	$329,219.69	1/18/17	2/28/18
Healing Communities	Karen Williams 404-704-4336 kwilliams@healingourcommunities.org		Communicable Disease/STD Program	N/A	$224,038	12/31/16	2/28/17
Sentient Research	Aaron Plant, MPH, President 213-448-0660 aaron@sentientresearch.net	Pilot Testing of Waiting Room Video	Communicable Disease/STD Program	N/A	$	4/20/16	4/30/17
YMCA Early Childhood/ Headstart and Health Services	Yvonne Williams-Randall 404-413-1438 jpratt@gsu.edu	Dental/Vision/Hearing & Medical Services	Nursing	N/A	$10,000	N/A	10/31/17

GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, we recommend reporting this to the Department of Community Affairs.

COUNTY: FULTON COUNTY	**Service: Physical Health-Indigent Care (Grady)**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☒ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):**Fulton County**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of the single Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

e.) ☐ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County	General Funds, Grants, Fees

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

No Change

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Grady Agreement	Fulton County and Grady Hospital	Renew Annually

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

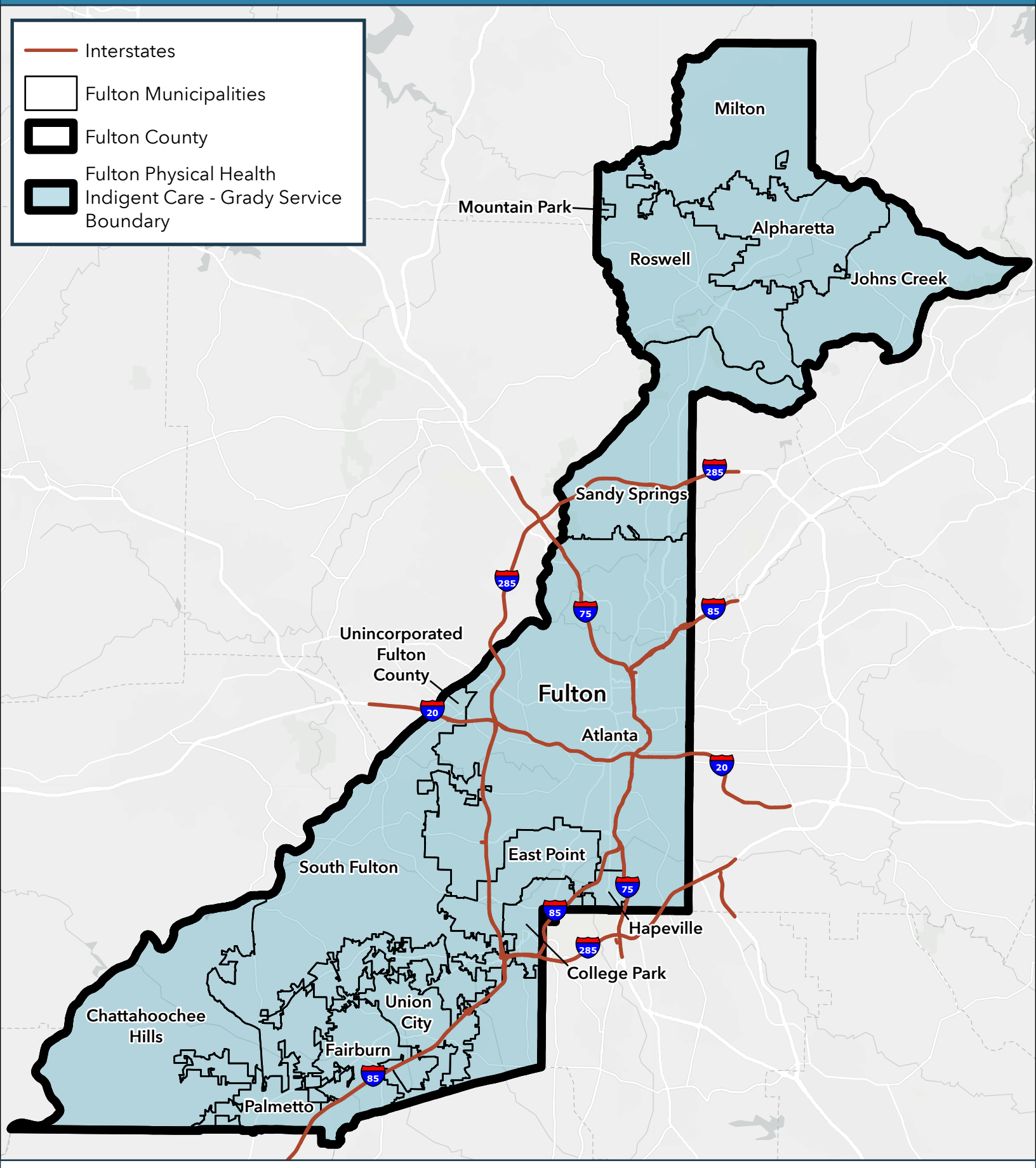
Agreement with Grady Hospital

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

Fulton County - SDS 2026 Physical Health Indigent Care - Grady Service Map



MEMORANDUM OF AGREEMENT

BY AND AMONG

FULTON COUNTY, GEORGIA,

DEKALB COUNTY, GEORGIA

THE FULTON-DEKALB HOSPITAL AUTHORITY

AND

GRADY MEMORIAL HOSPITAL CORPORATION

JANUARY 1, 2024

TABLE OF CONTENTS

ARTICLE I MEDICAID EXPANSION 3
A. Medicaid Expansion 3
B. Coordinated Legislative Effort 3

ARTICLE II OBLIGATIONS OF GMHC 4
A. General Operations of GMHC. 4
B. Charitable Purposes and Academic Teaching Mission. 6

ARTICLE III OBLIGATIONS OF THE AUTHORITY 6
A. Capital Project Funds 6
B. Revenue Obligations 7
C. Notice of Capital Plans to Counties 7
D. Receipt of Payments 7

ARTICLE IV OBLIGATIONS OF COUNTIES 7
A. Financing of Grady Facilities and Projects 7
B. Support Payments 7

ARTICLE V TERM AND TERMINATION 8
A. Term 8
B. Termination 9

ARTICLE VI MEETINGS 9
A. Quarterly Meetings 9
B. Semi-Annual Meetings 9

ARTICLE VII DISPUTE RESOLUTION 9
A. Definition of Dispute 9
B. General Principles; Enforcement Rights 9
C. Negotiation 9
D. Mediation 10

ARTICLE VIII DEFINITIONS 10

ARTICLE IX GENERAL COVENANTS 12
A. Governing Law 12
B. Amendments; Waiver 12
C. Expenses 12
D. Notices 12
E. Headings 14
F. Severability 14
G. Entire Agreement 14
H. Lease and Transfer Agreement 14
I. Successors and Assigns 14
J. No Third-Party Beneficiaries 14
K. Counterpart Execution 14
L. Compliance with Laws 14

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (the "Agreement") is made and entered into this _1st day of January, 2024 (the "Effective Date"), by and among FULTON COUNTY, a political subdivision of the State of Georgia, acting by and through its Board of Commissioners ("Fulton County"), DEKALB COUNTY, a political subdivision of the State of Georgia, acting by and through its Governing Authority ("DeKalb County") (collectively referred to as the "Counties"), THE FULTON-DEKALB HOSPITAL AUTHORITY, a public body corporate and politic, created and existing under the laws of the State of Georgia, acting by and through its Board of Trustees (the "Authority"), and GRADY MEMORIAL HOSPITAL CORPORATION, d/b/a Grady Health System, a Georgia nonprofit corporation, acting by and through its Board of Directors ("GMHC"). Fulton County, DeKalb County, the Authority and GMHC each, individually, are referred to as a "Party" and, collectively, referred to herein as the "Parties".

WITNESSETH

WHEREAS, the Authority was created jointly by Fulton County and DeKalb County in 1941 pursuant to the Georgia Hospital Authorities Law as it then existed (and now codified in O.C.G.A. §31-7-70 *et seq.*), as amended (the "Act"), for the purpose of addressing the medical care needs of their residents and the acquisition and construction of hospital facilities to serve such residents;

WHEREAS, the Counties, the Authority, and GMHC are authorized, pursuant to provisions of the Constitution of the State of Georgia and the Act, to contract for the provision of medical services and to provide financing for the facilities necessary for the provision of such medical services;

WHEREAS, in 1945, the Authority acquired the land, buildings and equipment which then constituted the Grady Memorial Hospital from the City of Atlanta and the Authority and the Counties entered into an operating contract in connection therewith (the "1945 Contract");

WHEREAS, in order to provide for a new hospital, the Authority and the Counties entered into a 30-year contract in 1953 (the "1953 Contract") under which the Counties agreed to pay debt service on the revenue bonds used to finance the construction of new facilities for Grady Memorial Hospital and to provide funding for its operation;

WHEREAS, the 1953 Contract was superseded by a subsequent 30-year contract among the Authority and the Counties made effective as of January 1, 1984 (the "Successor Contract") which provided for the financing of certain renovations to the facilities and the Authority's obligation to provide payment for, among other things, indigent care, care for the Counties' employee workforce, emergency and trauma services, and care for incarcerated persons;

WHEREAS, to facilitate the financing of various improvements and other capital expenditures with respect to Grady Memorial Hospital and its related facilities, the Successor Contract was amended by Amendment Number One to Contract, dated December 30, 1987; amendment Number Two to Contract, dated July 14, 1988; Amendment Number Three to Contract, dated December 29, 1988; Amendment Number Four to Contract, dated June 22, 1989;

and Amendment Number Five to Contract, dated December 14, 1989 (the Successor Contract as amended, the "1984 Contract");

WHEREAS, the Counties and the Authority approved a Lease and Transfer Agreement, effective May 20, 2008 (the "Lease and Transfer Agreement"), by and between the Authority and GMHC, pursuant to which operational control of substantially all assets comprising the Grady Health System, anchored by Grady Memorial Hospital, were leased or transferred by the Authority to GMHC, without assignment or modification of the 1984 Contract, except for inclusion of a provision for payment by the Authority to GMHC of monies received from the Counties under the 1984 Contract, as set forth in the Lease and Transfer Agreement;

WHEREAS, Fulton County and the Authority entered into a Memorandum of Understanding as approved by the Authority on April 27, 2009 and as finally approved by Fulton on May 6, 2009 in order to provide guidance in interpreting certain terms or provisions in the 1984 Contract and certain other agreements between Fulton County and the Authority, as amended by the First Amendment to Memorandum of Understanding dated November 4, 2009 (collectively, the "MOU");

WHEREAS, in 2011 the MOU was superseded by an Amended and Restated Memorandum of Understanding between Fulton County and the Authority with an effective date of January 1, 2012 (the "2011 MOU");

WHEREAS, the term of the 1984 Contract was extended for a two-year period ending December 31, 2015 by resolutions adopted by the Fulton County Board of Commissioners on July 17, 2013 and by the DeKalb County Governing Authority on October 8, 2013 and was continuously so extended, with its final extension terminating on December 31, 2023;

WHEREAS, over time, the Grady Facilities, anchored by Grady Memorial Hospital, subject to the 1945 Contract, the 1953 Contract, the 1984 Contract, and the Lease and Transfer Agreement have developed into an integrated academic medical center health system, with a nationally recognized trauma center and residency teaching programs operated by GMHC for the benefit of the community (the "Grady Health System");

WHEREAS, the Parties recognize GMHC's ability to provide and expand services through the Grady Health System to the community at the level of quality required by this Agreement is dependent on a secure source of funding as described herein; and

WHEREAS, the Parties are entering into this Agreement in order:

- To align the Parties in their collective efforts to facilitate the passage of Medicaid Expansion during the State of Georgia 2024 legislative session and successive legislative sessions until Medicaid Expansion is achieved;

- To facilitate the sharing of information regarding Grady Health System's operation with Fulton and DeKalb Counties and other relevant partners;

- To expand access to primary and specialty care services through the creation of new neighborhood health centers in Fulton County and DeKalb County operated by Grady Health System;

- To add mobile health services through mobile health vans and mobile mammography vans operated by Grady Health System or partnered with existing mobile health services to reach patients in areas of need within the Counties;

- To establish objective health, access, and health equity improvement measures to measure the impact the expansion of services has on the overall health of the communities served;

- To establish consistent and reliable funding of Grady Health System from Fulton County and DeKalb County;

- To establish a system of fixed support payments to sustain Grady Health System's operations, to fund a portion of the operating costs of new neighborhood health centers, and ensure funding for the provision of care to the uninsured in the Counties;

- To provide budgetary certainty to the Counties; and

- To establish objective health outcome measures, and health equity improvement measures to evaluate the impact the expansion of services has on the overall health of communities served.

NOW, THEREFORE, in consideration of the mutual undertakings as hereinafter set out, it is agreed between and among Fulton County, DeKalb County, the Authority, and GMHC, each acting by and through its duly authorized officers, pursuant to resolutions duly and properly adopted:

ARTICLE I
MEDICAID EXPANSION

A. Medicaid Expansion. The Parties agree that Medicaid Expansion is critical to advancing the health and wellness of all residents of Fulton and Dekalb Counties.

B. Coordinated Legislative Effort. Prior to and during the 2024 session of the Georgia General Assembly, the Parties shall coordinate certain government affairs and lobbying efforts, with the goal of achieving Medicaid Expansion during the 2024 legislative session. The Parties further agree that each will make pursuit of Medicaid Expansion during the 2024 legislative session a public policy priority, and each will devote appropriate resources to achieving Medicaid Expansion during the 2024 legislative session. The Parties also agree to continue to coordinate government affairs and lobbying efforts toward achieving Medicaid Expansion in successive legislative sessions as appropriate should Medicaid Expansion not be achieved during the 2024 legislative session.

ARTICLE II
OBLIGATIONS OF GMHC

A. General Operations of GMHC.

1. Health Care Services.

(a) Facilities. GMHC shall maintain and make the Grady Facilities available to the residents of Fulton County and DeKalb County who require medical aid and hospitalization.

(b) Neighborhood Health Centers. During the Initial Term GMHC shall establish, own, and operate two new neighborhood health centers in Fulton County and three new neighborhood health centers in DeKalb County (the "Neighborhood Health Centers"). Each Neighborhood Health Center will serve all patients regardless of ability to pay, including the insured, underinsured, and uninsured. Each Neighborhood Health Center will be operated by GMHC in accordance with the following principles, as reasonably determined by GMHC:

(i) GMHC will incorporate its existing social determinants of health assessment and navigation assistance.

(ii) GMHC will incorporate its existing community-based care model.

(iii) Support for patients will include mental health, social services, navigation services, nutritional support, and pharmacy services. GMHC will partner with smaller physician practices to provide access to many of these services.

(iv) Operating hours will be determined based on patient volumes. GMHC will use commercially reasonable efforts to expand hours during the week and on weekends, provided patient volumes can support the additional operating hours.

(v) Specialty care services will be provided based on the needs of the population served by the Neighborhood Health Center as determined by healthcare needs assessments.

(c) Trauma and Emergency Care. GMHC shall maintain and have facilities available to take care of emergency and trauma care cases, affecting the residents of the Counties or transients where an accident takes place, or an emergency arises, within the corporate limits of the Counties. The Counties recognize GMHC is obligated under federal law to provide Emergency Medical Treatment to all persons who present to its emergency department without regard to their ability to pay for such services, and that any payments received from such patients are insufficient to support the operation of GMHC's trauma center and emergency department.

(d) Data Sharing Agreement. GMHC shall facilitate sharing of information regarding Grady Health System's operations within Fulton & DeKalb Counties and necessary patient care data with other relevant partners to facilitate appropriate care referrals.

(e) Mobile Health Services. GMHC shall add mobile health services through health vans and mobile mammography vans operated by Grady Health System or partnered with existing mobile health services to reach patients in areas of need.

(f) Objective Outcome Measures. In conjunction with Fulton & DeKalb Counties, GMHC will establish objective health, access, and health equity improvement measures to evaluate the impact the expansion of services has on the overall health of the communities serviced.

(g) County Employee Workforce Injury and Departments of Corrections Care. GMHC shall make the Grady Facilities available for care to:

(i) Employees of the Counties who are injured in the line of duty and in the service of such Counties, and

(ii) Persons who are in custody of law enforcement and/or incarcerated within the jails and/or Departments of Corrections of the Counties

at no cost to such employees and such persons in custody or incarcerated or to the counties after application of all available insurance coverages.

(h) Access to Other Funds Not Limited. Nothing herein shall prevent GMHC from billing for, receiving, and collecting from insurance or other sources funds covering the cost of medical care or hospitalization of patients provided care pursuant to this Section A.1; and GMHC shall likewise have full rights against any sums paid by tortfeasors or others under liability for medical care and/or hospitalization of such patients. Any such funds received by GMHC shall not reduce the amount of the Support Payments.

2. Comparable Services. The rendering of medical aid and hospitalization as above provided shall be in keeping with usual services rendered by hospitals of like size and character and to the extent facilities are available. Specifically, GMHC shall operate with an underlying mission to provide medical services to uninsured, underinsured, and indigent patients regardless of ability to pay consistent with the requirements of Section 501(r) of the Internal Revenue Code (the "Code").

3. Accreditation. GMHC shall maintain compliance with the most current version of the Joint Commission's Hospital Accreditation Standards applicable to the Grady Health System, or those of other applicable accrediting bodies as selected by GMHC.

4. Medicare and Medicaid Participation. GMHC shall maintain its participation as an enrolled provider in the Medicare and Medicaid Programs.

5. Non-Discrimination in Purchasing and Contracting; Utilization of Minority Business Enterprises. GMHC shall make good faith efforts to assure that the purchasing and contracting activities and practices of GMHC do not prevent a fair and reasonable level of participation by minority business enterprises, to the extent consistent with applicable federal, state, and local laws. GMHC shall make good faith efforts to achieve at least twenty percent (20%) participation by qualified minority enterprises in business contracts of GMHC at all times. GMHC

shall annually determine the utilization level of minority business enterprises of GMHC and make reports to the Counties and the Authority in connection therewith. In purchasing and contracting activities and practices, GMHC will not discriminate on the basis of race, sex, color, or national origin in the making of purchases or awarding of contracts. Nothing in this Section shall serve to modify Section 5.21 of the Lease & Transfer Agreement.

6. Equal Employment Opportunity and Non-Discrimination in Personnel Matters. GMHC shall provide employment free from discrimination due to race, sex, color, religion, national origin, or age. Toward this end, GMHC shall maintain and operate in accordance with an affirmative action plan adopted and maintained in accordance with local, state, and federal law, which identifies procedures, practices, and policies which inhibit equal employment opportunity; and which defines specific activities to eliminate such procedures, practices and policies within reasonable time limits.

7. Patient Rights. Consonant with the basic rights of human beings to maintain the opportunity for the expression of personal dignity, GMHC shall provide an environment in which the patient is reasonably informed as to such patient's rights and responsibilities. GMHC has a "Statement of Patient Rights and Responsibilities" which is posted and provided to admitted patients. GMHC agrees to maintain in effect such statement or a similar such statement as it may be amended from time to time, as to patient rights.

B. Charitable Purposes and Academic Teaching Mission.

1. Tax Exempt Status. GMHC is organized exclusively for charitable and educational purposes consistent with the provisions of Section 501(c)(3) of the Code.

2. Obligation to Support Medical Education. The primary mission of GMHC is to (i) improve the health of the community by providing quality, comprehensive health care in a compassionate, culturally competent, ethical, and fiscally responsible manner, (ii) commit to serve the underserved of the Counties, while also providing care for residents of metro Atlanta and Georgia, and (iii) lead through its clinical excellence, innovative research, and progressive medical education and training, all as consistent with the provisions of Section 501(c)(3) of the Code. GMHC also has a core mission to support academic medical education, to act as a teaching hospital in the community, and to support research, residency programs, and educational health care programs for the benefit of the community.

3. Residency Programs. GMHC has and may maintain contractual arrangements with affiliated medical schools in the community, and such medical school(s) provide professional supervision of the residency programs and teaching programs at the Grady Health System.

ARTICLE III
OBLIGATIONS OF THE AUTHORITY

A. Capital Project Funds. In order to carry out its obligations under this Agreement, it is anticipated that during the Term it will be necessary for GMHC to obtain funds beyond those available from ordinary operating income with which to acquire, construct, alter, repair, renovate, improve, and equip existing and additional facilities and projects for use in rendering medical care

and hospitalization services consistent with the terms of the Lease and Transfer Agreement. The Authority and the Counties may assist GMHC in financing such alterations, repairs, renovations and improvements and to make such acquisitions and to construct and equip such new facilities as may be determined necessary for such purposes.

B. Revenue Obligations. In order to obtain funds with which to carry out the foregoing, it is anticipated that the Authority will issue its revenue obligations from time to time. Should the issuance of such revenue obligation be deemed appropriate by the Parties, applicable resolutions and amendments to this Agreement or separate agreements shall be presented to the Parties for approval to provide for the specifics of such issuance.

C. Notice of Capital Plans to Counties. GMHC agrees to provide long-range plans to the Counties and the Authority updated so that the requirements of the financing described in Article IV, Section A will be anticipated at least five years in advance.

D. Receipt of Payments. The Authority shall promptly pay to GMHC all funds received from the Counties pursuant to this Agreement without setoff or deduction.

ARTICLE IV
OBLIGATIONS OF COUNTIES

A. Financing of Grady Facilities and Projects. The Counties shall pay the Debt Service required on Bond Contracts. Amounts due under this Article IV, Section A shall not reduce, and shall not result in any setoff against, the Support Payments or other amounts otherwise due pursuant to this Agreement.

B. Support Payments. During the Term, the Counties shall pay to the Authority for the benefit of GMHC in and for each calendar year to partially defray the operating expenses of the Grady Health System cash in amounts determined as follows.

1. Beginning on January 2, 2024, DeKalb County shall pay monthly to the Authority for the benefit of GMHC cash in an amount equal to $1,589,793 (1/12 of $19,077,505). Beginning January 2, 2025, DeKalb County shall pay monthly to the Authority for the benefit of GMHC cash in an amount equal to $2,104,584.17 (1/12 of $25,255,010), each such payment a "Support Payment"

Beginning January 2, 2024, Fulton County shall pay monthly to the Authority for the benefit of GMHC cash in an amount equal to $3,608,155.83 (1/12 of $43,297,870), each such payment a "Support Payment".

2. Subsequent Years Funding. For Fulton County, commencing on January 1, 2025, and on January 1 of each year thereafter during the Term, the Support Payment for the preceding year will be revised to reflect an amount equal to the percentage change in the Consumer Price Index, Medical Care for the preceding calendar year as reported by the U.S. Bureau of Labor Statistics, and such revised amount shall be payable to the Authority for the benefit of GMHC on the first business day of January and each succeeding month during the remainder of the Term.

For DeKalb County, commencing on January 1, 2026, and on January 1 of

each year thereafter during the Term, the Support Payment for the preceding year will be revised to reflect an amount equal to the percentage change in the Consumer Price Index, Medical Care for the preceding calendar year as reported by the U.S. Bureau of Labor Statistics, and such revised amount shall be payable to the Authority for the benefit of GMHC on the first business day of January and each succeeding month during the remainder of the Term.

3. Non-Discretionary Spending. Each County's annual budgeting process will reflect the Support Payments in the amounts set forth in this Agreement. The Support Payments will be considered non-discretionary spending. To the extent that either County elects to use the funding authorization under O.C.G.A. §31-7-84, this Agreement represents the determination by such County to appropriate and pay to GMHC certain revenue, as determined by the County, generated from such funding authorization for the support of the operations of GMHC.

4. Termination Following Medicaid Expansion. If Medicaid Expansion occurs, then the obligation to pay Support Payments shall terminate effective January 1 of the year following the full enrollment window occurring into the Georgia Medicaid program for the newly eligible expansion population.

5. Changes to the Medicaid Program. If the Centers for Medicare and Medicaid Services approve a Medicaid program waiver (or other change in the Medicaid program which is not Medicaid Expansion) for the State of Georgia during the Term, the Parties will meet and confer to determine the impact on GMHC's participation in the Georgia Medicaid program, if any, and the funding obligations set forth in this Article IV.

6. Availability of Public Funding. The parties acknowledge that the Counties are governmental entities, and the Agreement's validity is based upon the availability of public funding under the Counties' authority. In the event that public funds are unavailable and not appropriated for the performance of the Counties' obligations under this Agreement, then this Agreement shall automatically expire, without penalty to the Counties after written notice to the Parties of the unavailability and non-appropriation of public funds is provided pursuant to Article IX, B., provided, however, that the Counties shall remain liable for the services rendered up to the time of providing notice to the Parties under this Agreement. It is expressly agreed that the Counties shall only activate this non-appropriation provision as an emergency fiscal measure. The Counties shall not activate this non-appropriation provision for their convenience to circumvent the requirements of this Agreement.

ARTICLE V
TERM AND TERMINATION

A. Term. This Agreement is entered into for a term of six (6) years commencing January 1, 2024 and ending December 31, 2029 (the "Initial Term"), unless sooner terminated in accordance with the provisions hereof; provided, however, that the Agreement within the initial and all renewal terms shall end on December 31 each year and automatically renew pursuant to the requirements of O.C.G.A. § 36-60-13. Upon the expiration of the Initial Term of this Agreement, this Agreement shall automatically renew for two (2) additional, successive terms of two (2) years each (each a "Renewal Term" and together with the Initial Term, the "Term"), unless, on or before one hundred eighty (180) days prior to the expiration of the Initial Term or the then-

current Renewal Term, any Party provides written notice of such Party's intention not to renew this Agreement for an additional Renewal Term.

B. Termination. If any Party hereto believes that another Party has acted or failed to act in a manner that constitutes a material breach of this Agreement, such non-breaching Party shall provide written notice to the breaching Party and the other Parties, and the breaching Party shall have forty-five (45) days in which to prepare and submit a plan of correction to the non-breaching Party. If the breaching Party fails to submit a plan of correction that the Parties agree is reasonable within forty-five (45) days, the non-breaching Party may immediately terminate this Agreement. If the breaching Party submits a plan of correction that the Parties agree is reasonable, but thereafter the breaching Party has not substantially carried out the plan of correction within ninety (90) days from agreement on the plan, the non-breaching Party may immediately terminate this Agreement.

ARTICLE VI
MEETINGS

A. Quarterly Meetings. Each calendar quarter during the Term the Chief Executive Officers of GMHC and the Authority, the DeKalb County Executive Assistant/COO, and the County Manager of Fulton County, or their respective designees, shall meet to discuss matters relevant to the operation of Grady Health System, including without limitation finances, capital needs, and staffing, and performance measures attainment.

B. Semi-Annual Meetings. Twice each calendar year during the Term the Chief Executive Officers of GMHC and the Authority shall make themselves or their designees available to meet with the Boards of Commissioners of each County to provide an overview of Grady Health System and discuss issues related to Fulton and DeKalb Counties and the health of the Atlanta community.

ARTICLE VII
DISPUTE RESOLUTION

A. Definition of Dispute. "Dispute" means any and all questions, claims, controversies, or disputes arising out of or relating to this Agreement, including the validity, construction, meaning, performance, effect, or breach of this Agreement, unless specifically excluded by the terms of the Agreement.

B. General Principles; Enforcement Rights. In the event of any Dispute among any of the Parties, the Parties shall promptly, amicably, confidentially and in good faith resolve such Dispute exclusively in accordance with the process set forth in this Article VII.

C. Negotiation. In the event of any Dispute among any of the Parties, the Parties shall first attempt to resolve such Dispute through negotiations. A disputing Party shall give written notice of the Dispute to the other Parties that shall contain a brief statement of the nature of the Dispute. The negotiations will be conducted by a five (5) member panel comprised of the Fulton County Commission Chair, the DeKalb County Chief Executive Officer, the Fulton-DeKalb Hospital Authority Board of Trustees Chair, the GMHC Board of Directors Chair (collectively, the "Standing Members"), and one (1) representative chosen by the unanimous consent of the

Standing Members (the "Neutral Member"). The panel shall meet to discuss the Dispute. If the panel reaches a unanimous decision to resolve the Dispute, the Parties agree that decision shall be binding with respect to the subject matter thereof. If the panel is unable to resolve the Dispute unanimously within sixty (60) days of receipt by the Party of the written notice of Dispute, the Parties shall submit the Dispute to mediation as set forth below.

D. Mediation. In the event negotiation is unsuccessful, Disputes shall be subject to mediation conducted as follows:

1. Commencement of Mediation. Any Party wishing to commence mediation shall send a written notice of intent to mediate to the other Parties, specifying in detail the nature of the Dispute and proposing a resolution thereof ("Mediation Notice"). Within fifteen (15) days after such Mediation Notice is delivered by a Party, if the Parties cannot agree on a proposed mediator, The Authority shall contact the JAMS alternative dispute resolution service ("JAMS") who shall submit a list of ten (10) people, all of whom shall be practicing attorneys who have expertise with mediating controversies involving complex commercial healthcare transactions or the subject of the particular dispute involved, to the Neutral Member. The Neutral Member shall select one person from the list to serve as the mediator. Each Party shall designate no more than three (3) representatives who shall meet with the mediator to mediate the dispute. Mediation shall be commenced as soon as reasonably possible. The mediator shall be a person having no conflict of interest relationship with a Party.

2. Conduct of Mediation. The mediation shall be conducted in Atlanta, Georgia in accordance with the Commercial Mediation Rules and Procedures of JAMS and shall be non-binding. Any non-binding mediation conducted under the terms of this Section shall be confidential within the meaning of Georgia law. Each Party shall bear its own costs and expenses and an equal share of the mediator's fees and administrative fees of mediation, if any. If at any time more than eight (8) hours into the mediation conference the mediator determines that the controversy cannot be settled in mediation, the mediator may declare an impasse and the mediation process shall end at that point. The mediation must be conducted and completed within thirty (30) days of the date a mediator has been selected or appointed. All applicable statutes of limitation and defenses based upon the passage of time will be tolled for the duration of any negotiation and mediation pursuant to this Agreement.

3. Disagreement. Should the mediation not achieve a solution agreeable to all Parties, any Party shall be entitled to seek and obtain from any court of competent jurisdiction any legal and equitable remedy to which such Party may be entitled, including without limitation money damages, specific performance, injunctive relief, or other equitable remedies to enforce specifically the terms and provisions of this Agreement or to prevent or curtail any threatened or actual breach of this Agreement.

ARTICLE VIII
DEFINITIONS

The following terms shall have the following meanings and shall be applicable to this Agreement unless the context indicates a different meaning.

"Act" means the Georgia Hospital Authorities Law (O.C.G.A. §§31-7-70 *et seq.*), as amended.

"Additional Bonds" means any bonds, notes or certificates issued by the Authority after the date hereof for the purpose of funding the acquisition, construction, equipping, or financing of any Grady Facilities or to fund the operations thereof which are secured by a Bond Contract.

"Bond Contracts" means any contracts or agreements between the Authority and one or both of the Counties relating to the payment of debt service or other amounts with respect to the Existing Bonds and any Additional Bonds hereafter issued by the Authority with the approval of one or both of the Counties with respect to any of the Grady Facilities.

"Bond Payments" means the debt service payments by each County required under any Bond Contract with respect to the Existing Bonds and any Additional Bonds.

"Bonds" means the Existing Bonds and any Additional Bonds.

"Counties" mean DeKalb County and Fulton County.

"Debt Service" or "debt service" shall mean the amount or amounts required for the repayment of any sum or sums borrowed and interest thereon, not including bank loans payable within the year such loan is made, and shall include the payment of principal and interest as well as any reserves required and expenses incurred by the Authority and GMHC in connection with the issuance of any Bond Contracts, revenue anticipation certificates, bonds or notes which are currently outstanding ("Bonds") or any additional bonds which may at any time during the life of this Agreement be issued by the Authority ("Additional Bonds").

"Emergency Medical Treatment" shall mean and refer to those emergency medical services described in the Emergency Medical Treatment and Labor Act, 42 U.S.C. §1395dd and the provisions of O.C.G.A. §31-11-80 *et seq.*, as the same may hereafter be amended.

""Existing Bond Contracts" means , including, without limitation, (i) that certain Contract dated as of May 7, 2020 (the "2020 Fulton Contract") between the Authority and Fulton County, (ii) that certain Contract dated as of May 21, 2020 (the "2020B DeKalb Contract") between the Authority and DeKalb County; and (iii) that certain Ponce de Leon Contract (Fulton) dated December 8, 2021 (the "Ponce Contract") between the Authority and Fulton County.

"Existing Bonds" means the Authority's (i) Revenue Certificates (Grady Surgical Center Project) Series 2020A issued by the Authority in the original principal amount of $66,920,000 secured by the 2020A Fulton Contract, (ii) Revenue Certificates (Grady Surgical Center Project) Series 2020B issued in the original principal amount of $33,630,000 secured by the 2020B DeKalb Contract; and (iii) Revenue Certificates (Ponce de Leon Center Project), Series 2021 issued in the original principal amount of $8,025,000 secured by the Ponce Contract.

"Grady Facilities" means Grady Memorial Hospital and any other facilities including but not limited to the neighborhood health centers and health care services now or hereafter owned or operated or leased by GMHC as reasonably determined by GMHC to be appropriate for use in

rendering health care or hospitalization located in Fulton County, Georgia or DeKalb County, Georgia.

"Joint Commission" means The Joint Commission or any other nationally recognized health care accrediting agency or organization selected by GMHC that has been granted "deeming authority" for the accreditation of hospitals by the U.S. Department of Health and Human Services Centers for Medicare and Medicaid Services.

"Medicaid Expansion" means expansion of Medicaid coverage without limitation or qualification to all people in Georgia with household incomes below 138% of the Federal Poverty Level (as determined annually by the U.S. Department of Health and Human Services) pursuant to legislation passed by the Georgia General Assembly and approved by the Governor of Georgia, which expansion of coverage is reflected in a state plan amendment approved by the Centers for Medicare and Medicaid Services ("CMS") and certified by CMS to have been fully implemented.

ARTICLE IX
GENERAL COVENANTS

A. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia.

B. Amendments; Waiver. This Agreement may only be amended in a writing executed by all of the Parties hereto. Any such amendment shall in no respect adversely affect the rights of third parties. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

C. Expenses. Except as otherwise expressly provided herein, all costs and expenses, including, without limitation, fees and disbursements of counsel, financial advisors, and accountants, incurred in connection with this Agreement shall be paid by the Party incurring such costs and expenses.

D. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses:

If to Fulton County:	Attention: Richard Anderson County Manager Fulton County Government 141 Pryor Street, SW, 10TH Floor Atlanta, Georgia 30303
with a copy to:	Office of County Attorney Attention: Y. Soo Jo County Attorney
If to DeKalb County:	Attention Zachary Williams Chief Operating Officer DeKalb County Government 1300 Commerce Drive, 6TH Floor Decatur, Georgia 30030
with a copy to (which shall not constitute notice):	DeKalb County Attorney Attention: Viviane H. Ernstes
If to Authority	The Fulton DeKalb Hospital Authority 145 Edgewood Ave. SE, 2nd Floor Atlanta, Georgia 30303 Attention: Jevon Gibson, Chief Executive Officer
with a copy to (which shall not constitute notice):	Arnall Golden Gregory LLP 171 17th Street, Suite 2100 Atlanta, Georgia 30363 Attention: Sandra Z. Zayac
If to GMHC:	Grady Memorial Hospital Corporation 80 Jessie Hill Jr. Drive SE Atlanta, Georgia 30303 Attention: John Haupert, Chief Executive Officer
with a copy to (which shall not constitute notice):	Grady Memorial Hospital Corporation 80 Jessie Hill Jr. Drive SE Atlanta, Georgia 30303 Attention: Timothy Jefferson, Executive Vice President and Chief Legal Officer

E. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

F. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

G. Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

H. Lease and Transfer Agreement. The Authority and GMHC agree that nothing in this Agreement shall amend, waive, or otherwise modify any provision of the Lease and Transfer Agreement, including without limitation the oversight responsibilities of the Authority pursuant to the Lease and Transfer Agreement.

I. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No Party may assign its rights or obligations hereunder without the prior written consent of the other Parties, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

J. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement, including without limitation, any rights of private action with respect to Article II.

K. Counterpart Execution. 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.

L. Compliance with Laws. The Parties agree to carry out the terms of this Agreement in compliance with applicable law, including, but not limited to, the provisions of the Act.

[Signature Page Follows.]

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized officers, have caused this Agreement to be executed in triplicate the day and year first above written.

TONYA R. GRIER
CLERK TO THE COMMISSION

ATTEST:

Clerk

(SEAL)

FULTON COUNTY, GEORGIA

By: _____
Chair, Board of Commissioners

APPROVED AS TO FORM:

By: _____
Office of the County Attorney

DEKALB COUNTY, GEORGIA

By: _____
Chief Executive Officer

ATTEST:

Clerk

(SEAL)

Secretary, Board of Directors

APPROVED AS TO FORM:

By: _____
Office of the County Attorney

THE FULTON-DEKALB HOSPITAL AUTHORITY

By: _____
Chair, Board of Trustees

(SEAL)

GRADY MEMORIAL HOSPITAL CORPORATION

By: _____
Chair, Board of Directors

(SEAL)

ITEM # 23-1896 RCS 12/6/23
~~RECESS~~ MEETING
Regular

GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, we recommend reporting this to the Department of Community Affairs.

COUNTY: FULTON COUNTY	**Service: Planning and Zoning**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):**Type Name of the single Government, Authority or Organization Here**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of the single Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Fulton County, Alpharetta, Atlanta, Chattahoochee Hills, South Fulton, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, Union City**

e.) ☐ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.



SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County, Alpharetta, Atlanta	General Funds, Grants, Fees
Chattahoochee Hills, South Fulton	General Funds, Grants, Fees
College Park, East Point, Fairburn	General Funds, Grants, Fees
Hapeville, Johns Creek, Milton	General Funds, Grants, Fees
Mountain Park, Palmetto, Roswell	General Funds, Grants, Fees
Sandy Springs, Union City	General Funds, Grants, Fees

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

More cities added since the last SDS submission

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

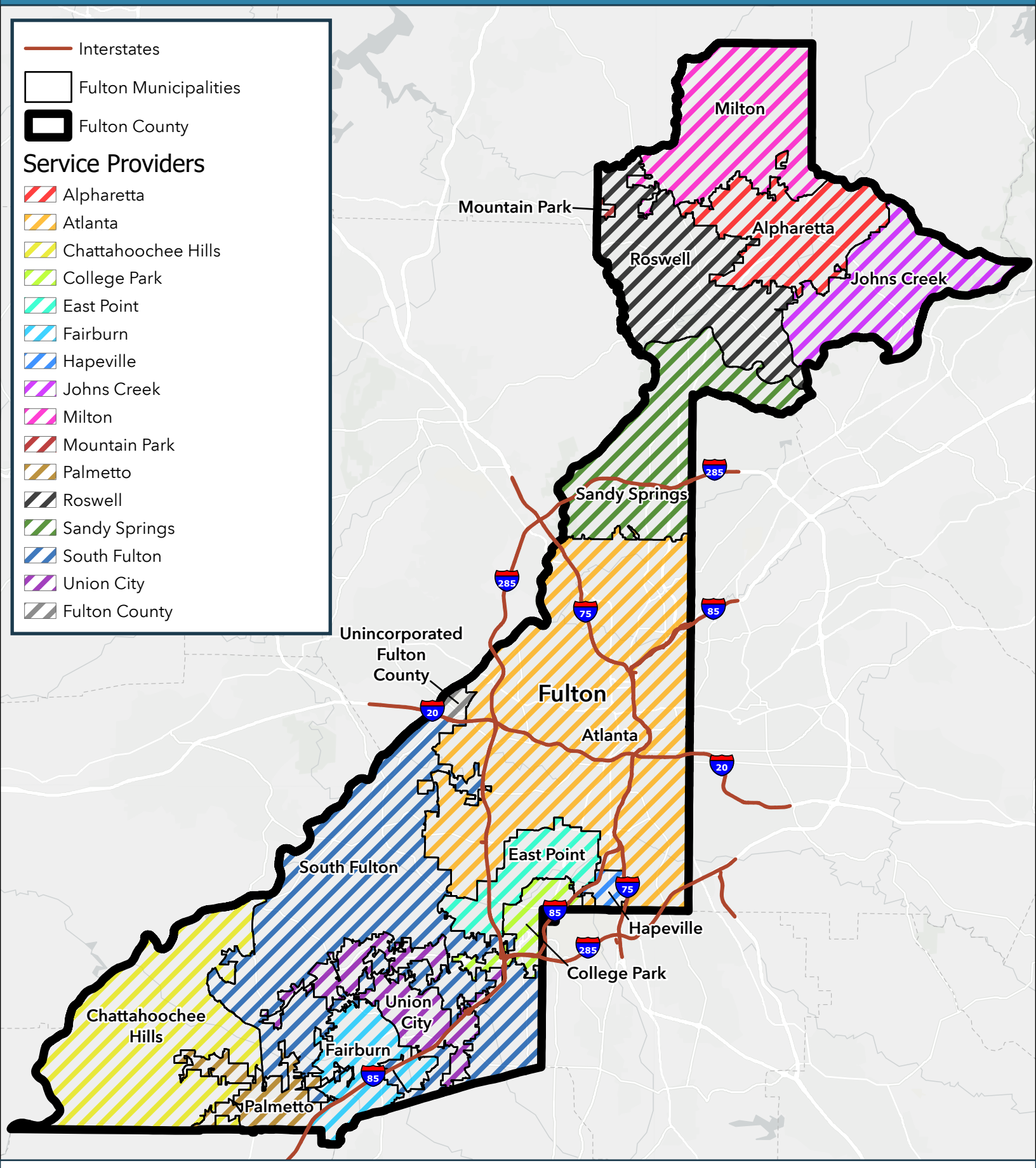
Not Applicable

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

Fulton County - SDS 2026 Planning and Zoning Service Map



GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY: FULTON COUNTY	**Service: Property Tax Collection - Tax Commissione (County Taxes)**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):**Fulton County**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of the single Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

e.) ☒ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County	General Funds, Grants, Fees, Fines

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

Breaking this out into Countywide Taxes

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

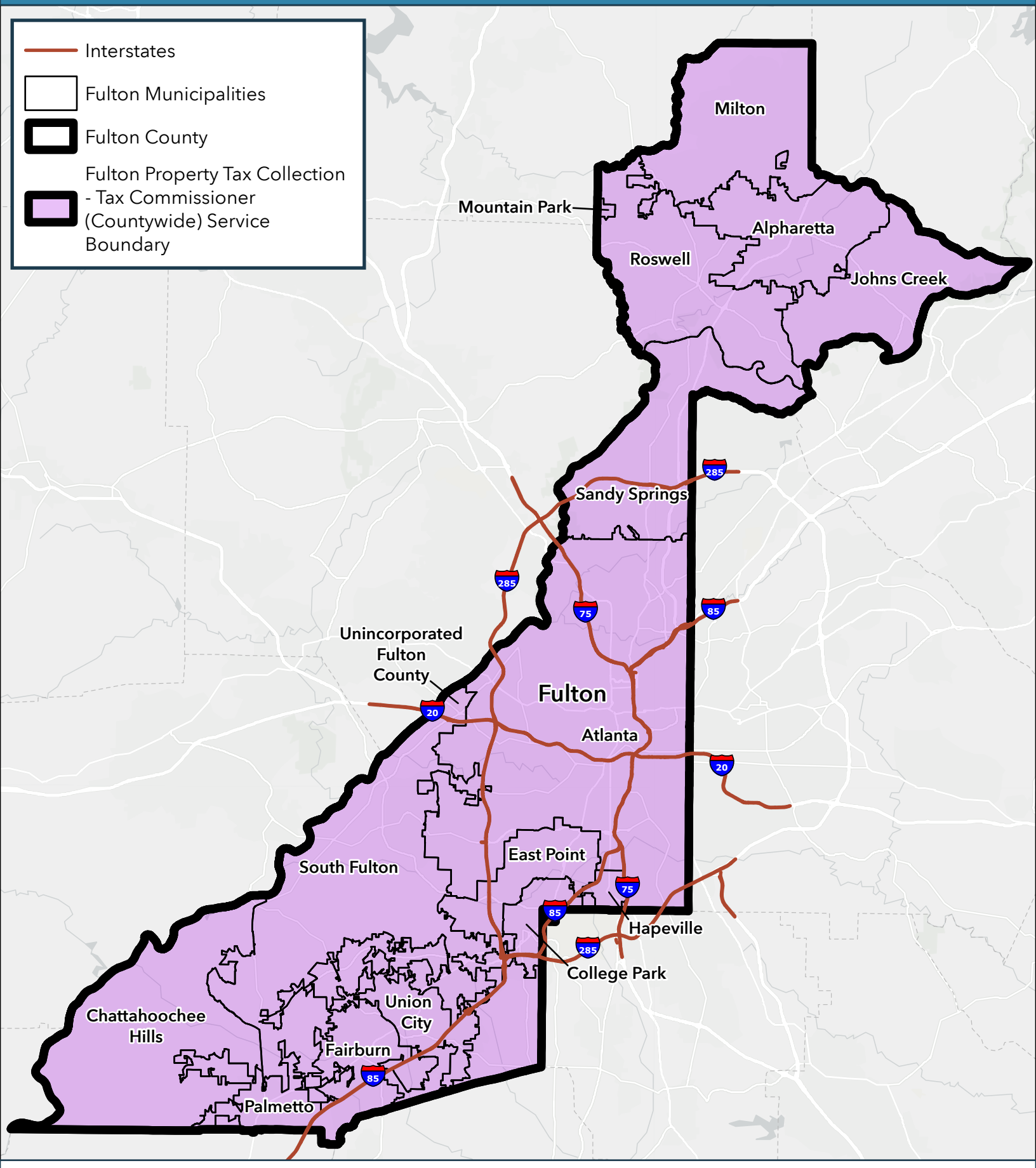
Not Applicable

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

Fulton County - SDS 2026 Property Tax Collection - Tax Commissioner (Countywide) Service Map



GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

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COUNTY: FULTON COUNTY	**Service: Property Tax Collection - Tax Commissioner (Municipal)**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of the single Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

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e.) ☒ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **The following jurisdictions collect their own municpal taxes: Hapeville, Fairburn, Roswell, East Point, Milton, and Alpharetta. All other cities municipal taxes are collected by Fulton County Tax Commissioner**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County, Alpharetta, Atlanta	General Funds, Grants, Fees, Fines
Chattahoochee Hills, South Fulton	General Funds, Grants, Fees, Fines
College Park, East Point, Fairburn	General Funds, Grants, Fees, Fines
Hapeville, Johns Creek, Milton	General Funds, Grants, Fees, Fines
Mountain Park, Palmetto, Roswell	General Funds, Grants, Fees, Fines
Sandy Springs, Union City	General Funds, Grants, Fees, Fines

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

Provide Details Here

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Union City IGA	Union City and Fulton County	03/18/25 - 50 years
John Creek IGA	Johns Creek and Fulton County	01/17/17 - 50 years
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

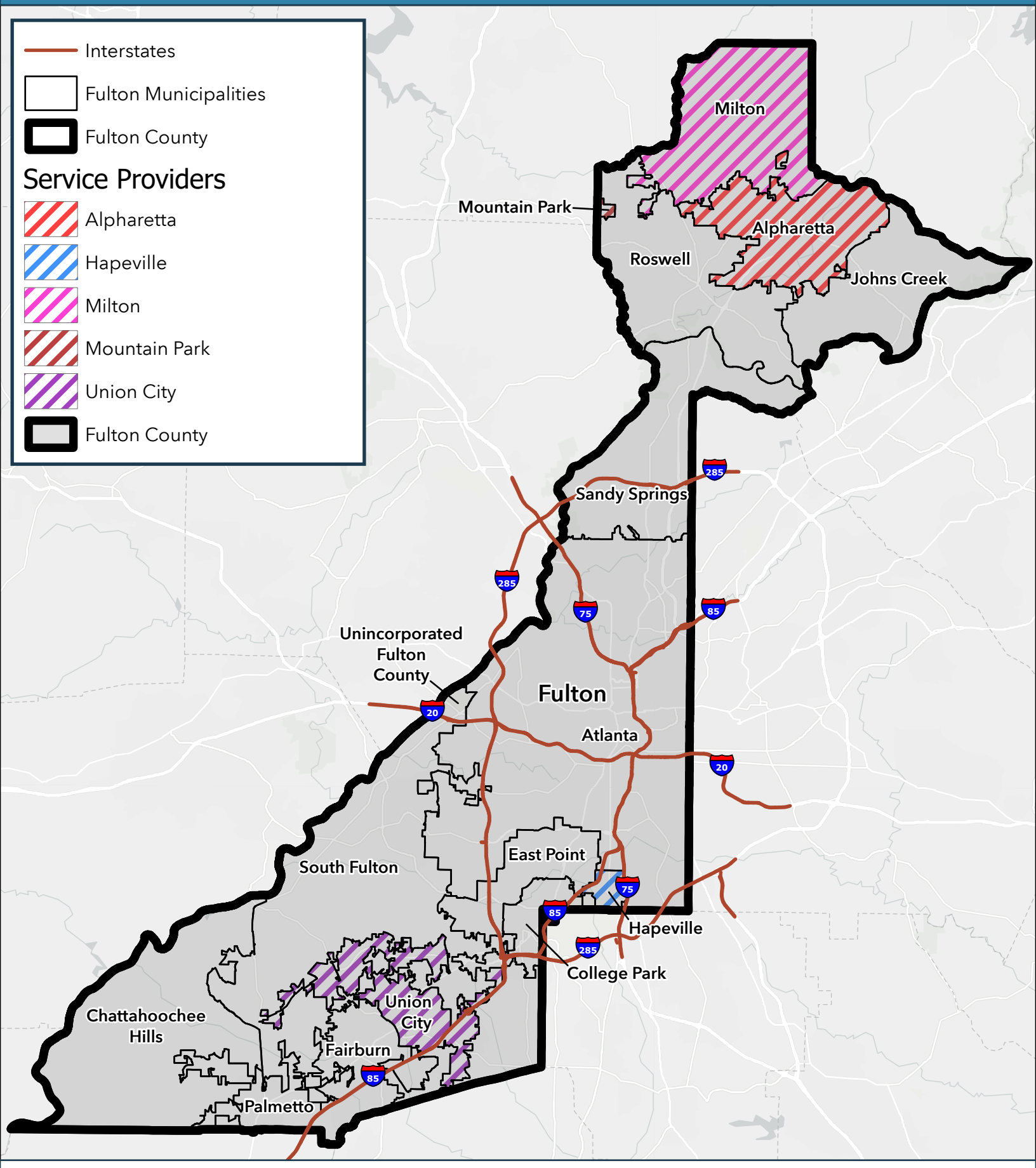
Provide Details Here

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

Fulton County - SDS 2026 Property Tax Collection - Tax Commissioner (Municipal) Service Map



STATE OF GEORGIA
COUNTY OF FULTON
CITY OF UNION CITY

RESOLUTION NO. 005

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE FULTON COUNTY TAX COMMISSIONER FOR THE COLLECTION OF MUNICIPAL TAXES

WHEREAS, the City of Union City ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia;

WHEREAS, number of municipalities in Fulton County contract with the Fulton County Tax Commissioner for the collection of ad valorem property taxes within the respective municipalities;

WHEREAS, the Constitution and laws of Georgia authorize the City to contract with the Fulton County Tax Commissioner for the purpose of billing, processing, receiving and collecting ad valorem taxes levied by and on behalf of the City of Union City, Georgia;

WHEREAS, the City deems it in the best interest of City residents to enter into an agreement with the Fulton County Tax Commissioner for services;

WHEREAS, Fulton County must be a party to the contract between the City and the Fulton County Tax Commissioner;

WHEERAS, an agreement must be negotiated and presented to the City for execution;

BE IT HEREBY RESOLVED by the Mayor and City Council that:

1. The aforesaid recitals are not mere recitals but are material portions of this Resolution.

2. The City Council approves an agreement with the Fulton County Tax Commissioner and Fulton County regarding an intergovernmental agreement for the billing, processing, receiving, and collecting of ad valorem taxes levied by and on behalf of the City.

The foregoing Resolution No. 005 was offered by Councilman Brian K. Jones, who moved its approval. The motion was seconded by Mayor Pro Tem Lawanna Owens-Twaites, and being put to a vote, the result was as follows:

	AYE	NAY
Vince Williams, Mayor		
Lawanna Owens-Twaites, Pro Tem	X	
Christina Hobbs	X	
Brian K. Jones	X	
Angelette Mealing	X	

THIS RESOLUTION adopted this 18th day of March, 2025 City of Union City, Georgia.

Vince R. Williams, Mayor

Attest:

Darryl J. Terry, II, Municipal Clerk

Approved as to Form:

Dennis A. Davenport, City Attorney

#

AGREEMENT BETWEEN FULTON COUNTY, GEORGIA, THE TAX COMMISSIONER OF FULTON COUNTY, GEORGIA AND THE CITY Of Union City, GEORGIA FOR THE BILLING AND COLLECTION OF TAXES

This Agreement is entered into this day of , 2025 by and between Fulton County, Georgia, a political subdivision of the State of Georgia, by and through its Board of Commissioners ("Fulton County"), the Tax Commissioner of Fulton County, Georgia ("Tax Commissioner"), and the City of Union City, Georgia, a municipal corporation of the State of Georgia, by and through its governing body ("City of Union City"), (hereinafter collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, pursuant to the laws and Constitution of the State of Georgia, the Tax Commissioner bills, processes, receives and collects ad valorem taxes levied on property existing in Fulton County; and,

WHEREAS, pursuant to the laws and Constitution of the State of Georgia and the provisions of O.C.G.A. § 48-5-359.1 Fulton County may contract with the City of Union City for the purpose of billing, processing, receiving and collecting ad valorem taxes levied by and on behalf of the City of Union City, Georgia; and,

WHEREAS, it is in the best interests of the Parties. in order to provide the taxpayers and citizens of Fulton County and the City of Union City with more efficient governmental services, that this Agreement be entered into for the billing and collection of ad valorem taxes; and,

WHEREAS, pursuant to the laws and Constitution of the State of Georgia any agreement between Fulton County and a municipality for the billing and collection of ad valorem taxes shall specify an amount to be paid by the municipality to Fulton County as compensation for such ad valorem tax billing and collection services, which amount shall substantially approximate the actual cost of such services to Fulton County; and,

WHEREAS, as payment for said ad valorem tax billing and collection services, Fulton County shall be compensated by the City of Union City in an amount which substantially approximates the actual cost to Fulton County of providing said services; and,

WHEREAS, pursuant to the laws and Constitution of the State of Georgia, the Tax Commissioner is authorized to accept, receive and retain payment from the County for additional duties and responsibilities associated with such ad valorem tax billing and collection services undertaken on behalf of a municipality; and,

WHEREAS, as payment for the additional duties and responsibilities associated with such ad valorem tax billing and collection services undertaken on behalf of the City of Union City, the Tax Commissioner shall receive an annual one-time payment paid through or disbursed by Fulton County; and,

WHEREAS, the Parties desire to enter into this Agreement for such services according to the terms and conditions set forth herein;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, it is now agreed between the Parties as follows:

Section I. Services To Be Provided.

Fulton County, by and through the Board of Tax Assessors, shall receive real and personal property tax returns. as well as applications for homestead exemptions for property located within the City of Union City in the same manner as tax returns and homestead applications are received for property located in Fulton County. In this regard, tax returns shall be received by the Board of Tax Assessors on or before April 1 of the then current tax year, or such other date as may be established by law, and ho estead exemption applications shall be received by the Board of Tax Assessors on or before April 1 of the then current tax year, or such

other date as may be established by law.

b) For each current tax year during the term of this Agreement, the City of Union City shall submit to the Tax Commissioner, on or before June 1 of each such current tax year, appropriate documentation setting forth the millage rate adopted by the City for such tax year. The City of Union City County shall also be responsible for providing maps and any other information necessary for the Fulton County Board of Assessors to establish the tax parcels within the boundaries of the City of Union City and so the Fulton County Board of Assessors can provide that information to the Tax Commissioner for billing purposes.

c) In the event that any special tax district or other ad valorem tax levy is created or instituted by the City of Union City, Fulton County, or the Stale of Georgia during the term of this Agreement, for the benefit of the City of Union City or any other governmental entity or governmental authority, the ad valorem tax so levied shall be calculated and included on the tax bills otherwise provided for herein.

d) Based upon property assessments established by the Fulton County Board of Tax Assessors for each tax year during the term of this Agreement, using the millage rate provided to the Tax Commissioner pursuant to the above subsection 1(b), the Tax Commissioner shall calculate, prepare, issue, and collect consolidated tax bills and shall issue all appropriate notices as established by law. In addition, each such tax bill or notice shall indicate all interest, penalties and fees, if any, that may be due on any such tax bill. The Tax Commissioner is authorized to issue refunds from collections to taxpayers or any other entity determined by the Tax Commissioner to be entitled to such a refund.

e) The Tax Commissioner shall assess and collect all applicable penalties, interest and fees on the City portion of such consolidated tax bills in accordance with a schedule as established by law.

f) The City of Union City agrees that the collection process for City of Union City taxes shall remain a function of the Tax

Commissioner's Office.

g) Upon the collection of current or delinquent taxes on behalf of the City of Union City, the Tax Commissioner shall promptly forward such funds to the City of Union City, less any amounts due Fulton County as provided for at Section II of this Agreement. To the extent that the City of Union City fails to pay the amount invoiced by the Tax Commissioner within thirty (30) days from the invoice date for each tax parcel billed by the Tax Commissioner for the City of Union City, then the Tax Commissioner shall also be authorized to withhold the amount invoiced to the City of Union City and direct those funds to Fulton County's Finance Department so the Tax Commissioner can be provided the payment due under this Agreement.

h) The City of Union City shall have access to databases, records and reports used by Tax Commissioner for the collection of taxes and fees for the City of Union City. The City of Union City shall be responsible for the costs and fees associated with obtaining access to such databases records and reports including but not limited to any costs from vendors for access to their proprietary software, equipment and/or information.

Section II. **Compensation.**

a) As compensation for the ad valorem tax billing and collection services provided pursuant to this Agreement, the City of Union City agrees that Fulton County shall be entitled to compensation in an amount equal to one percent (1%) of all such collections by the Tax Commissioner on behalf of the City of Union City.

b) The Parties agree that the Tax Commissioner· shall invoice the City of Union City in an amount equal to one dollar ($1.00) per tax parcel for each tax parcel billed by the Tax Commissioner pursuant to this Agreement. The City of Union City agrees to satisfy said invoice in full through payment to Fulton County within thirty (30) days of receipt of such invoice by the City of Union City.

c) Fulton County, pursuant to O.C.G.A § 48-5-359.1 under this Agreement and for such additional duties and responsibilities in

collection of City of Union City taxes, shall pay the Tax Commissioner an annual one-time supplemental payment equal to one dollar ($1.00) per parcel billed for the City of Union City, through the payroll system, subtracting from such amount any adjustments necessary for all applicable taxes and benefits. Fulton County shall make said payment to the Tax Commissioner within thirty (30) days of the date Fulton County receives payment of the ($1.00) per tax parcel amount invoiced by the Tax Commissioner to the City of Union City as further described in Subsection (b) of this Section of the Agreement.

d) The payments made in connection with this Agreement to the Tax Commissioner shall be in addition to the regular salary paid and/or any fees paid by Fulton County to the Tax Commissioner. Any salary and/or fees received by the Tax Commissioner that are outside of this Agreement shall be unaffected by and not be adjusted in any manner as a result of any monies received pursuant to this Agreement. If Fulton County fails to pay the amount requested by the Tax Commissioner within thirty (30) days after receiving the payment from the City of Union City, then the Tax Commissioner shall also be authorized to withhold those amounts from the (1%) compensation paid to Fulton County by the City of Union City. The Tax Commissioner shall have the right to retain those funds as payment due the Tax Commissioner.

e) The Parties further agree that the Tax Commissioner, on behalf of Fulton County shall retain for the benefit of Fulton County and shall deduct the one percent (1%) compensation owed to Fulton County provided for in this Section from all current and delinquent taxes collected on behalf of the City of Union City prior to the payment of such taxes over to the City of Union City. Unless otherwise restricted by law, Fulton County shall likewise be entitled to one percent (1%) compensation on all penalties, interest and fees collected on such taxes billed and collected on behalf of the City of Union City. The Parties expressly agree that this one percent (1%)

compensation substantially approximates the actual cost to Fulton County for providing the ad valorem tax billing and collection services provided for in this Agreement. The Tax Commissioner shall remit promptly the one percent (1%) compensation contemplated by this agreement to the Fulton County Department of Finance, subject to the terms of Subsection (d).

f) The Parties agree that the costs of serving any governmental agency or unit other than the City of Union City and Fulton County shall be the responsibility of the governmental agency or unit so served.

Section III. Delinquent Taxes.

Unless otherwise restricted by law, the Tax Commissioner shall be responsible for the collection of all delinquent City of Union City taxes, including any interest, penalties and fees applicable thereto, according to the terms and conditions set forth in this Agreement, or any previous agreement between the Parties for such billing and collection between the Parties, to include all delinquencies on record in the Tax Commissioner's Office records after March 18th, 2025.

Section IV. Term.

a) This Agreement shall become effective on March 18th, 2025.

b) This Agreement shall remain in effect for a term expiring on the sooner of either 1) fifty (50) years from its effective date of this Agreement or 2) the expiration of Fulton County Tax Commissioner Arthur E. Ferdinand's service in the position of Tax Commissioner for Fulton County. The term of this Agreement is further subject to the right of the City of Union City, the Tax Commissioner or the Board of Commissioners, as stated herein, to notify all parties to the contract of its intent to terminate services in whole or in part provided by the Tax Commissioner for the City of Union City. Termination of any services and/or functions shall be made by written notice to all parties to the contract not less than six (6) months in advance of the effective date of such termination.

Section V. Notice.

Any notice required or permitted under this contract shall be in writing and shall be deemed received three (3) days following deposit of same in the U.S. Mail, with adequate postage affixed to the relevant addressee and address below:

IF TO FULTON COUNTY:

Fulton County Manager
Fulton County Government
Center 141 Pryor Street, SW
Tenth Floor
Atlanta, GA
30303

With a copy to:

Fulton County Tax
Commissioner
Fulton County Government
Center
141 Pryor Street, S.W., Suite
1085
Atlanta, GA 30303

IF TO THE CITY Of Union City:

Mayor Vince Williams
5047 Union Street
Union City, GA 30291

Section VI. Miscellaneous Provisions.

a) All modifications or amendments to this Agreement, if any, shall be in writing and shall be executed by the Parties in the same manner as this original Agreement.

b) The Parties shall comply with all statutes. laws, ordinances, and regulations applicable to their respective obligations under the terms and conditions of this Agreement. This Agreement is made and entered into under the laws and Constitution of the State of Georgia. and the rights and obligations of the Parties shall be governed by and shall be construed according to the laws and Constitution of the State of Georgia.

c) If any provision of this Agreement is found unenforceable by a court

of competent jurisdiction, the unenforceability thereof shall cause the remainder of the Agreement non-binding upon the Parties.

d) This Agreement constitutes the sole, entire and exclusive agreement between the Parties with respect to the matters discussed herein. No representation, promise, or inducement not included in the expressed terms and conditions of this Agreement shall be binding on any of the Parties.

e) The Parties expressly acknowledge that this Agreement is made and entered into voluntarily, that the Parties have had an opportunity to fully consider the terms and conditions herein, that they have been represented by and have taken counsel from their respective attorneys concerning the terms and conditions of this Agreement, that they have completely read and do understand the terms and conditions herein, and that they have made their respective decisions to enter into this Agreement freely, voluntarily, and in their best interest.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and sealed as follows:

[SIGNATURES ON FOLLOWING PAGE]

City of Union City, Georgia

Vince R. Williams
Mayor

Fulton County, Georgia

Robb Pitts
Chair, Fulton County
Board of Commissioners

Attest:

Darryl J. Terry, II
Municipal Clerk, City of Union City, Georgia

Arthur E. Ferdinand, Ph.D
Tax Commissioner, Fulton County

Approved as to Form:

Dennis A. Davenport
City Attorney, City of Union City, Georgia

Approved as to Form:

Y. Soo Jo
County Attorney

TONYA R. GRIER
CLERK TO THE COMMISSION

ITEM # 25-0351 FRM 5/7/25
FIRST REGULAR MEETING

GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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COUNTY: FULTON COUNTY	**Service: Public Defender (Municipal)**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of the single Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Fulton County will provide services Countywide and then the cities of Johns Creek, Union City, Roswell, Sandy Springs, South Fulton, Alpharetta, and Hapeville will provide services within their city limits.**

e.) ☐ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County	General Funds, Grants, Fees, Fines, State Funding

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

No Changes

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Name Agreement Here	List Contracting Parties Here	Effective - End
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Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

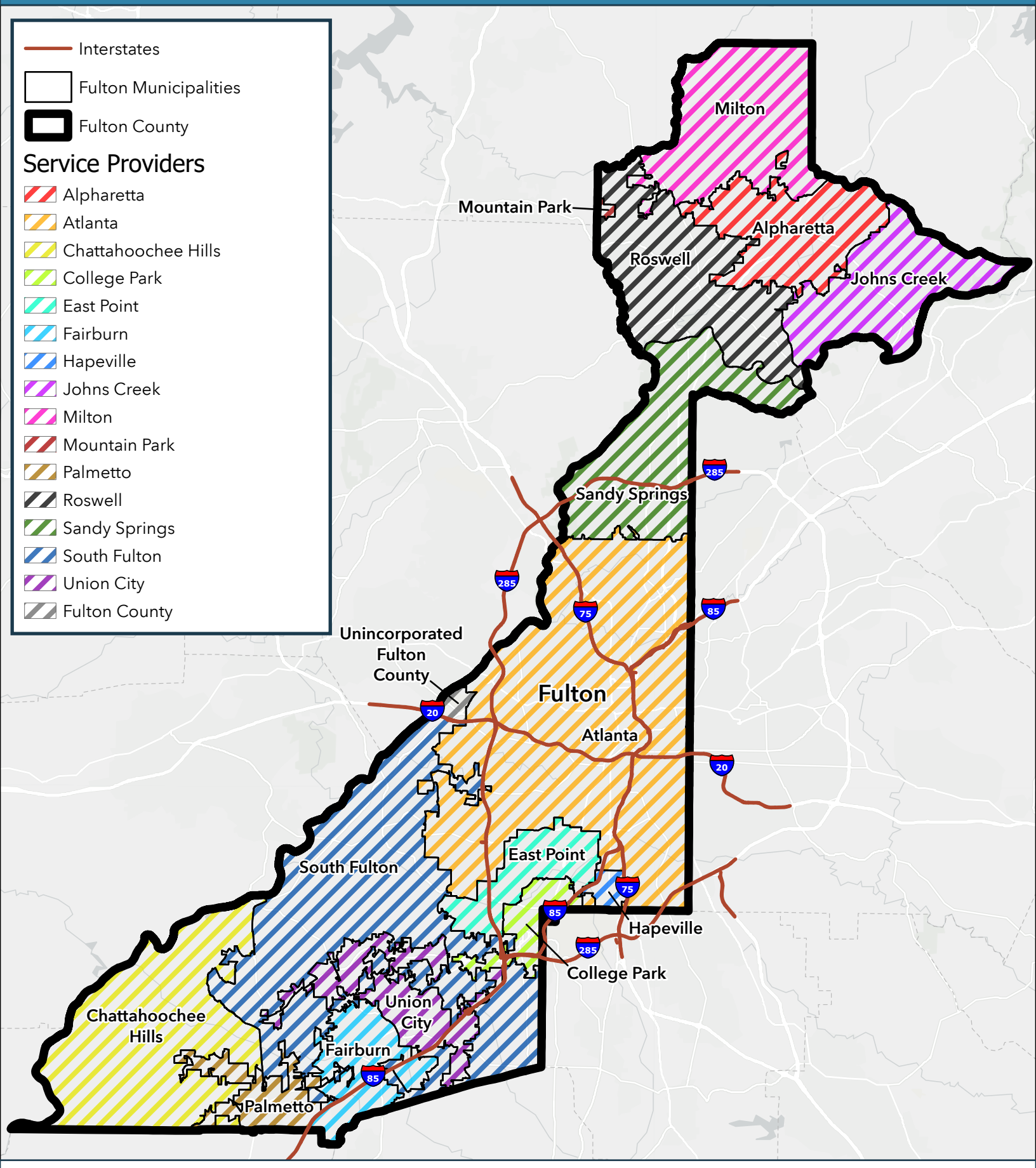
Not Applicable

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

Fulton County - SDS 2026 Public Defender / Court-Appointed Legal Services - Municipal Service Map



GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

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COUNTY: FULTON COUNTY	**Service: Public Defender (State/County)**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☒ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):**Fulton County**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of the single Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

e.) ☐ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County	General Funds, Grants, Fees, Fines, State Funding

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

No Changes

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
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Name Agreement Here	List Contracting Parties Here	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

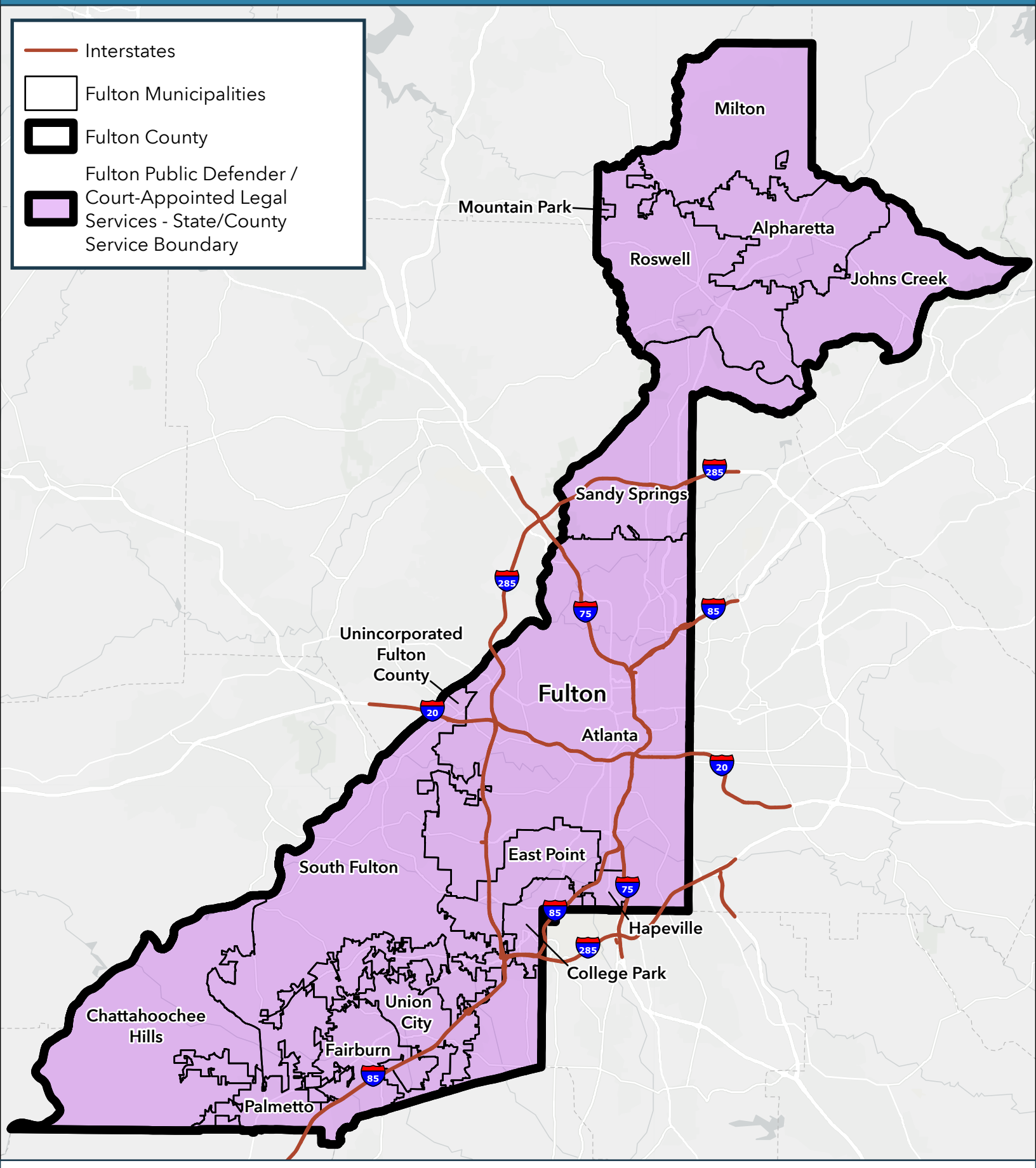
Not Applicable

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

Fulton County - SDS 2026 Public Defender/Court-Appointed Legal Services - State/County Service Map



GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

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COUNTY: FULTON COUNTY	**Service: Public Libraries**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☒ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):**Fulton County**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of the single Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

e.) ☐ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County	General Funds, Grants, Fees, Fines

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

No Changes

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

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6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

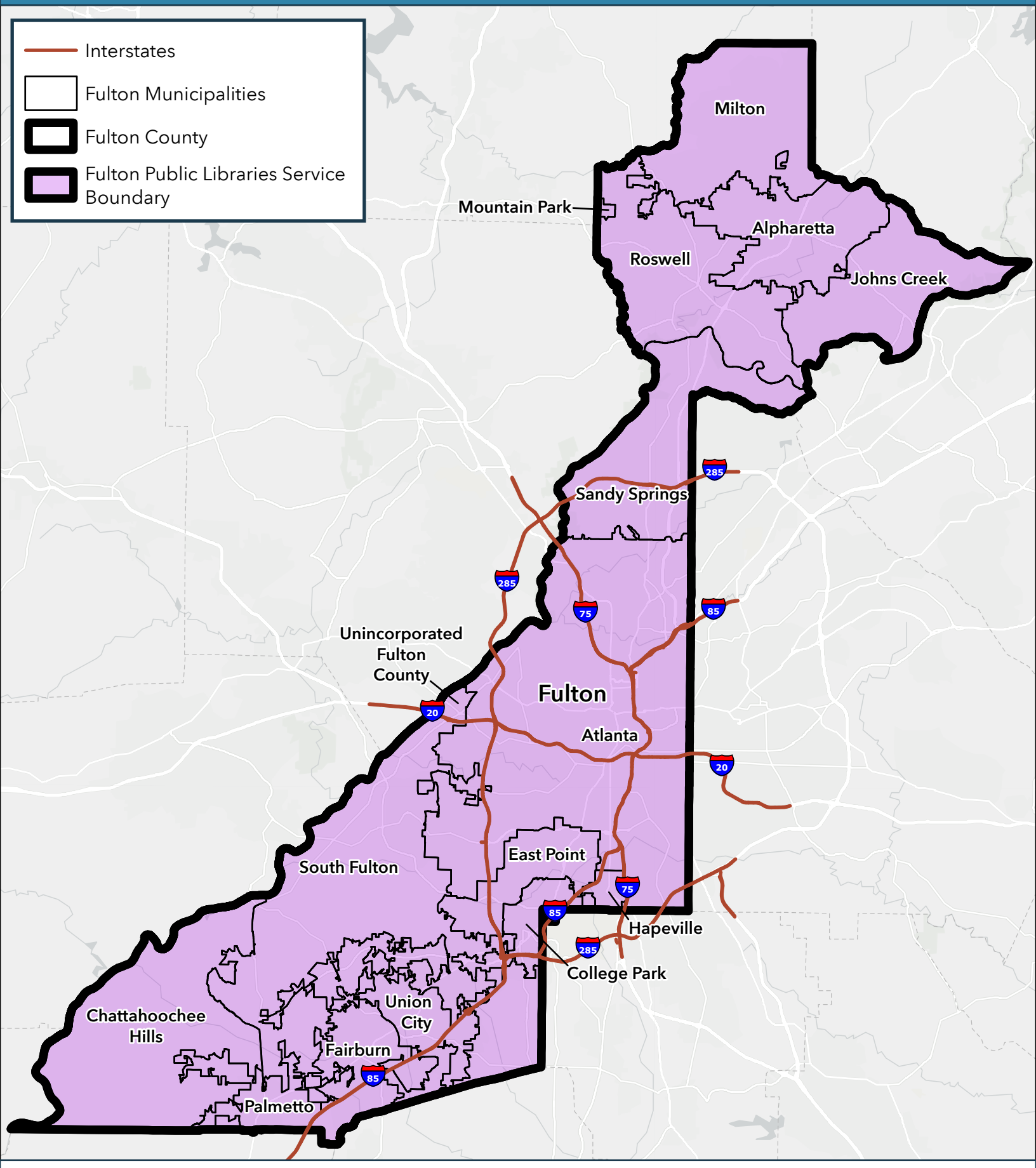
Not Applicable

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

Fulton County - SDS 2026 Public Libraries Service Map



GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

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COUNTY: FULTON COUNTY	**Service: Public Transit or Bus Service**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):**Type Name of the single Government, Authority or Organization Here**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of the single Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Fulton County, Alpharetta, Atlanta, Chattahoochee Hills, South Fulton, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, Union City**

e.) ☒ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **Fulton County provides funding to MARTA for transit and bus service. The City of Palmetto provide bus service to seniors. Fulton County also provides bus service to seniors.**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.



SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County	General Funds, Fees, Grants , Sales Tax
Palmetto	General Funds, Fees, Grants

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

Added jurisdictions that got incorporated

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

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6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

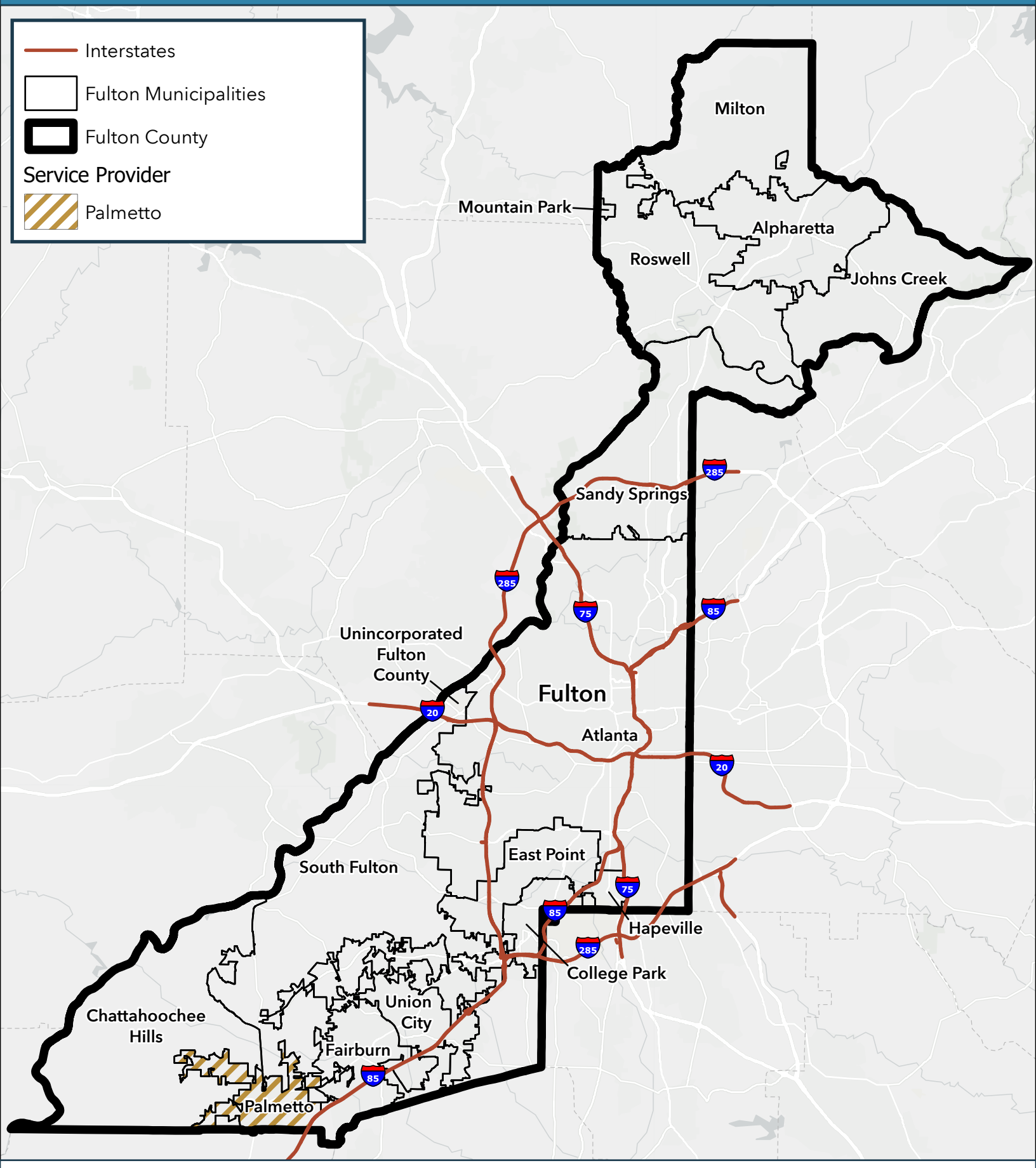
Not Applicable

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

Fulton County - SDS 2026 Public Transit/Bus Service Service Map



GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, we recommend reporting this to the Department of Community Affairs.

COUNTY: FULTON COUNTY	**Service: Purchasing**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):**Type Name of the single Government, Authority or Organization Here**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of the single Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Fulton County, Alpharetta, Atlanta, Chattahoochee Hills, South Fulton, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, Union City**

e.) ☐ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.



SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County, Alpharetta, Atlanta	General Funds, Grants
Chattahoochee Hills, South Fulton	General Funds, Grants
College Park, East Point, Fairburn	General Funds, Grants
Hapeville, Johns Creek, Milton	General Funds, Grants
Mountain Park, Palmetto, Roswell	General Funds, Grants
Sandy Springs, Union City	General Funds, Grants

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

Added cities since the last SDS submission

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

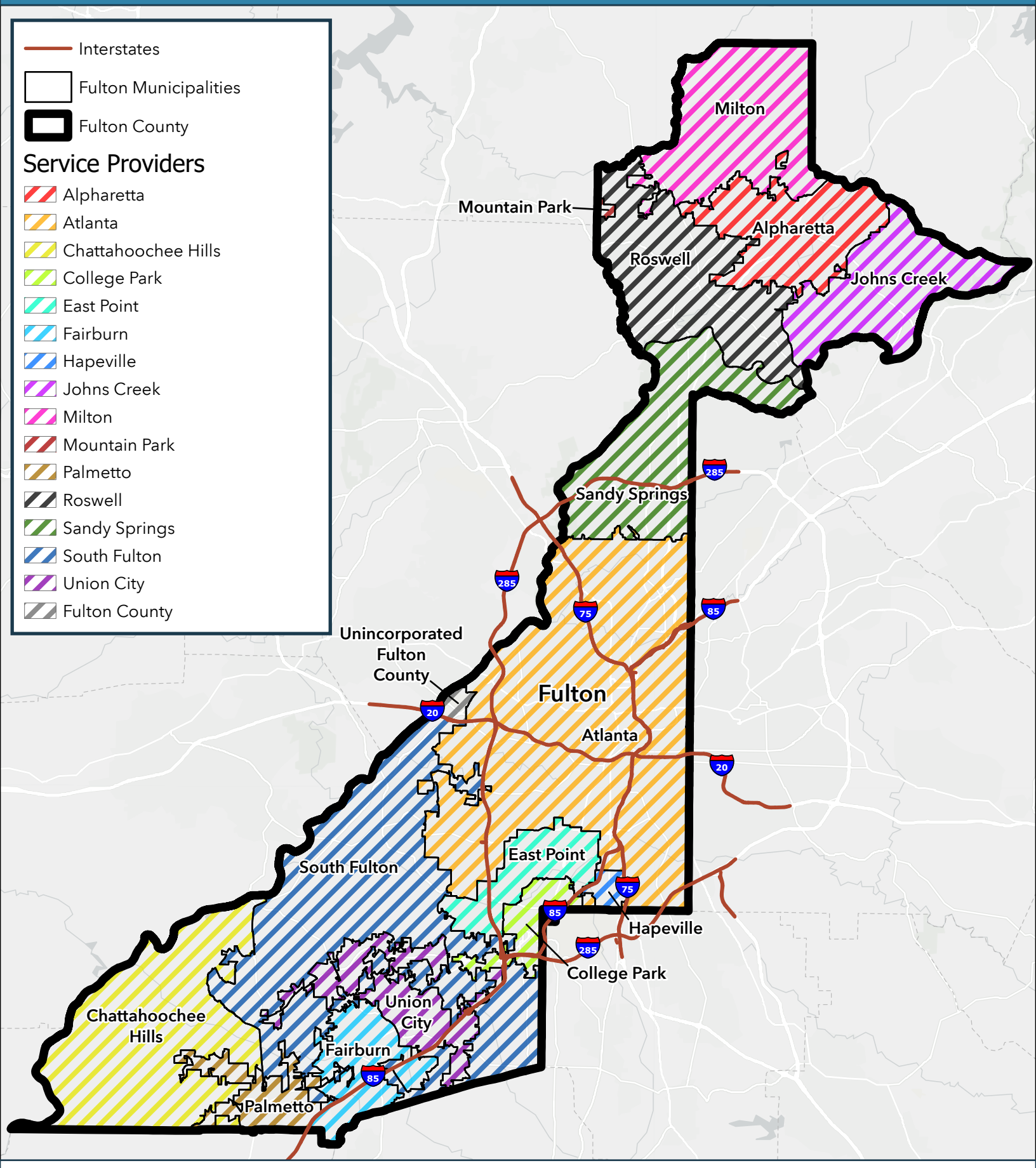
Not Appliciable

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

Fulton County - SDS 2026 Purchasing Service Map



FULTON COUNTY

GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, we recommend reporting this to the Department of Community Affairs.

COUNTY: FULTON COUNTY	**Service: Senior Services/Senior Centers**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):**Type Name of the single Government, Authority or Organization Here**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of the single Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

e.) ☒ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **Fulton County will provide senior services countywide, and the cities of Johns Creek and Alpharetta will also provide senior services within their boundaries.**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County	General Funds, Grants
Alpharetta	General Funds, Grants
Johns Creek	General Funds, Grants
Union City	General Funds, Grants

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

Added the two cities for senior services

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Union City IGA	Union City and Fulton County	12/15/22 - 12/13/27
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

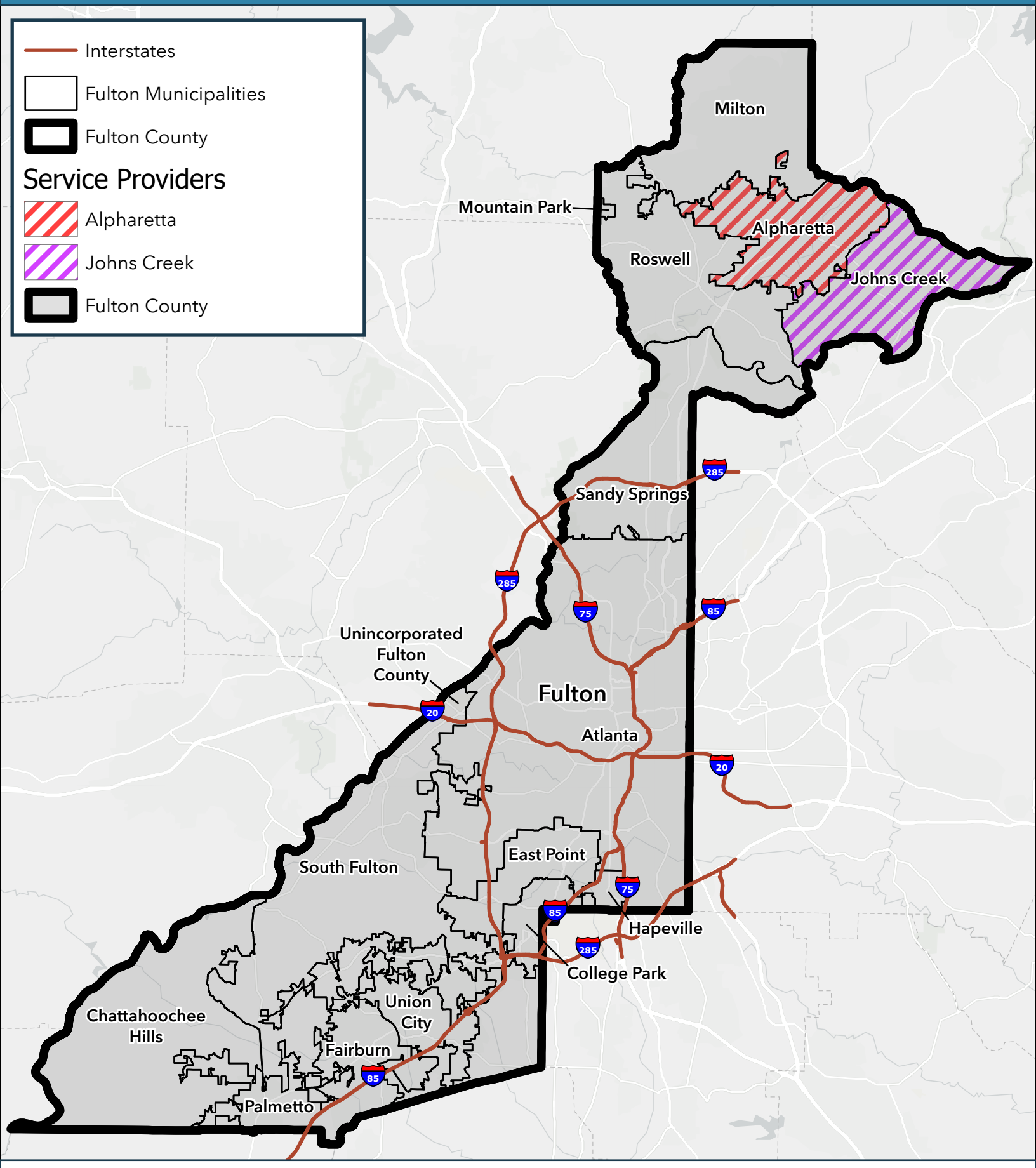
Not applicable

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

Fulton County - SDS 2026 Senior Services / Senior Centers Service Map



CONTRACT CHECKLIST

CONTRACT #: 2022 - 35 *(City Clerk will assign a number)*

VENDOR NAME:
Fulton County

TITLE OF CONTRACT:
IGA for the Provision of Congregate Meal/Neighborhood Senior Center Services

PERSON SUBMITTING CONTRACT TO CLERK'S OFFICE:

TODAY'S DATE:

DATE APPROVED BY COUNCIL: 12-15-22

CONTRACT EFFECTIVE DATE: 12-15-22

CONTRACT EXPIRATION DATE: 12-31-27

CALENDAR NOTIFICATION DATE (6 MONTHS IN ADVANCE OF EXPIRING): 7-1-27

NOTIFY VENDOR 30 DAYS IN ADVANCE OF CONTRACT EXPIRING IF YOU **CHOOSE NOT TO RENEW** AND WANT TO CANCEL.

NOTIFY VENDOR 30 DAYS IN ADVANCE OF CONTRACT EXPIRING IF **YOU WANT TO RENEW**.

IF THIS IS AN AUTOMATIC RENEWAL, WHAT ARE THE TERMS? Please indicate below:

- ❑ 1 YEAR AUTOMATIC RENEWAL, THEN CONTRACT WILL END ON _____
- ❑ 2 YEAR AUTOMATIC RENEWAL, THEN CONTRACT WILL END ON _____
- ❑ 3 YEAR AUTOMATIC RENEWAL, THEN CONTRACT WILL END ON _____
- ❑ NO AUTOMATIC RENEWALS. CONTRACT WILL END ON DATE MENTIONED ABOVE.

(On MS Word document - To place an X in the box, place cursor behind the small box, press the backspace key, type X).

ADDITIONAL NOTES (IF NEEDED):

Last revised 04/04/2022

INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF
CONGREGATE MEAL/NEIGHBORHOOD SENIOR CENTER SERVICES
BETWEEN
FULTON COUNTY, GEORGIA and
City of Union City, GA

THIS INTERGOVERNMENTAL AGREEMENT ("IGA"), by and between Fulton County Georgia ("Fulton County" or "County"), a political subdivision of the State of Georgia, acting through its Department of Senior Services, and the City of Union City, GA ("Union City" or "City"), a municipal corporation under the laws of the State of Georgia, entered into this 15th day of December, 2022.

WITNESSETH:

WHEREAS, the County, as the designated County Based Agency under the Older Americans Act of 1965 (as amended through Public Law 114-44, adopted April 19, 2016 [42 U.S.C. 3001], to provide Older Americans Act services throughout Fulton County, is responsible for the planning and coordination of senior services, including Congregate Meal/Neighborhood Senior Center services; programming, activities, and transportation; and,

WHEREAS, the City has space, identified here in Exhibit 1 as the Premises, available that meets the Program Standards established by the Georgia Department of Human Services, Fulton County , and Union City; and,

WHERAS, the County, through its Department of Senior Services, has the resources available to provide programming and nutritional services that meet the Program Standards established by the Georgia Department of Human Services (the "Program"), as is set forth below in the IGA; and,

WHEREAS, the County and City agree that a partnership between the County and the City wherein the County will provide supportive programing and nutritional services at a space provided by the City, at an identified Neighborhood Senior Center owned by the City, would benefit the residents of both local governments.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. **Union City agrees to:**

    a) Comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state, Fulton County and Union City where applicable.
    b) Grant access to the Premises further identified as Etris Community Center, located at 5285 Lakeside Drive; Union City, GA 30291 to the County through its

Department of Senior Services to perform the services of the Program as set forth in this IGA, as depicted in Exhibit 1 hereto.

c) Provide a clean facility at the City sole cost for the duration of the Program, including the cleaning of the Premises on a daily basis including: rest rooms, emptying trash etc.
d) Pay all utility bills for the Premises.
e) Union City shall be responsible for maintaining the Premises in good operating conditions, which includes making any necessary repairs, improvements, additions or alternations to the Premises that may be needed, and provided necessary janitorial services. At no time shall Fulton County be responsible for any maintenance or capital related expenditure or payment for the Premises.
f) Union City will provide security check in from the Union City Police. The Police will periodically survey the Premises during the hours of operation of the program.
g) Provide any additional furnishings and equipment required to accommodate the program and participants.
h) Union City agrees to take necessary actions to prevent or correct any nuisance or other grievances upon, or in connection with, said Premises not caused directly by the County, its employees or agents during the term of this IGA, and shall comply with and execute all rules, orders, and regulations of the City of Union City.

2. **Fulton County agrees to:**

a) Comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state, county and city governments where applicable, including but not limited to City of Union City codes related to the use of the Premises.
b) Reporting all acts of vandalism to the Premises, for which it becomes aware, to the City and the local Police Department within a reasonable time period. A copy of the police report must be provided to the City and a copy retained by the staff of Fulton County Department of Senior Services on the Premises.
c) The County shall not use the Premises for any purpose other than to provide the Program.
d) Fulton County agrees to take necessary actions to prevent or correct any nuisance or other grievances upon, or in connection with, said Premises caused directly by the County, its employees or agents during the term of this IGA, and shall comply with and execute all rules, orders, and regulations of the City of Union City to the extent applicable and legally permissible.
e) The County or any of its agents or employees shall have the right to enter on the Premises at any time during the term of this IGA to examine, inspect, or supervise, as deemed necessary for the Program.
f) Fulton County will maintain monthly reports that will include all activities of the Program.
g) Fulton County will maintain files on all participants.
h) Fulton County shall cooperate in clean-up efforts by placing litter in the proper containers daily.
i) Fulton County shall cooperate by not deliberately interfering with Union City's responsibilities to carry out maintenance and proper upkeep of the Premises.
j) Fulton County shall report any dangerous or faulty equipment to the Union City and/or City Liaison, for which the County becomes aware. Work requests for

general maintenance or special needs on existing facilities should be made in writing (to include emails) to Union City.

k) Fulton County agrees to administer activities at said Premises in a safe and professional manner.

l) Fulton County will employ no less than one (1) Senior Services Instructor for twenty-nine hours per week to oversee the Program.

m) The Senior Services Instructor employed by Fulton County will plan and implement structured programming for four (4) hours per day, 10:00 am to 2:00 pm, Monday through Friday, with exception of Fulton County Holidays, as listed on Exhibit 2. Any additional programing outside these hours will be the responsibility of the City.

n) **To the extent funding is available and properly authorized by the Board of Commissioners, the County may provide Program activities and support services as identified below**:

1. Nutrition Education
   County staff will coordinate with the Comprehensive Nutrition Care service provider to present accurate and culturally sensitive information about foods and nutrients, diets, lifestyle factors, community nutrition resources and services to people to improve their nutritional status.

2. Outreach
   County staff will provide information to seniors on additional community resources and how to access them.

3. Wellness
   County staff will coordinate with partners and agencies to provide activities to promote mental and physical health of senior residents.

4. Support Services
   County staff will coordinate services for seniors to access resources through information sharing and referral. This includes sessions on supplemental nutrition assistance financial planning, income tax preparation, AARP, etc.

5. Case Management
   County staff will coordinate with a Case Management service provider to schedule initial assessments for new participants and follow up consultation services for program participants requiring assistance.

6. Socialization
   County staff will coordinate activities designed to provide enjoyable, constructive interaction among participants in large and small groups, or individually, which is culturally diverse and stimulating both physically and mentally.

7. Education
   County staff will coordinate activities designed to enhance participant's knowledge and skills.

8. Health

   County staff will provide and coordinate sessions on personal health maintenance and improvement of the manual dexterity of the participants.

9. Fitness

   County staff will coordinate session designed to enhance the physical well-being of the participants.

10. Creative Arts

    County staff will coordinate sessions designed to provide program participants a location to express themselves creatively through dance, painting and drawing.

SAFETY PRECAUTIONS

(a) Fulton County agrees to administer activities at the Premises in a safe and professional manner as reasonable possible.

(b) Upon 30 days notice, Union City has the right to cancel any scheduled activity in the Premises when it is determined that such activity would severely damage the Premises and/or its furniture. Union City shall refund to the County the cost incurred by the County due to Union City's cancellation of event. The County agrees to cooperate with Union City by, to the extent possible, to provide Union City with 30 days notice of its scheduled activities. Persistent damage to Union City's facilities by Fulton County, after written notice from Union City and the County's failure to remedy the damage within a reasonable period, may be cause for Union City to terminate the IGA for cause.

CONDITIONS FOR RESOLUTION

(a) The rights of the parties under this IGA shall be cumulative and the failure of one party to exercise promptly any right hereinafter shall not operate to forfeit any of that party's rights.

(b) If either party defaults on any obligation under this IGA or violates any term hereof, and the defaulting party fails to cure the default within 30 days of receiving written notice or fails to commence to cure within the 30 day period where the remedy will reasonably take more than 30 days to cure, the IGA may be terminated by the non-defaulting party.

(c) Each party may terminate this IGA for convenience without further obligation by giving the other party thirty (90) days' notice in writing.

(d) This IGA may be modified only by a written IGA of the parties after approval by their respective governing bodies.

(e) Fulton County may allow a third party organization to conduct related activities at the Premises.

(g) For purposes of this IGA, any notices required to be sent to Fulton County shall be hand delivered or mailed to the Director of Fulton County Department of Senior Services at 137 Peachtree Street, SW Suite, Atlanta, Georgia, with a copy to the Fulton County Manager at 141 Pryor St SW # 10061, Atlanta, GA 30303, and County Attorney, at the Office of the County Attorney, 141 Pryor Street, SW, Suite 4038, Atlanta, Georgia 30303. Any notices required to be sent to the City shall be hand delivered or mailed to the City of Union City, Georgia, Lee Blitch, Parks and Recreation Director, 5285 Lakeside Drive, Union City, GA 30291.

Other TERMS:

- *Term.* This IGA shall begin upon execution, the starting date, and shall end on December 31, 2027, unless earlier terminated. The Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this IGA. Notwithstanding anything contained in this IGA, the County's obligation to make payments provided under this IGA, if any, shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this IGA by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation. It is not expected that County will make any payments to the City under this MOU.

- *Termination*. The following shall govern termination of the IGA:

  (a) Either party may terminate this IGA for any reason by giving thirty (30) days prior written notice.

  (b) Upon expiration of the term of this IGA or as its termination as provided for herein, the parties shall, using good faith efforts, agree upon any outstanding present and future obligations and performance commitments to one another, and shall arrange for a proper accounting and work plan for any and all such obligations.

- *Suspension*. The County, acting through the County Manager or his/her designee, shall have the right to suspend immediately this IGA for the provision of Congregate meal/neighborhood senior center services between Fulton County and Union City under this IGA on an emergency basis or whenever necessary, in the opinion of County Manager or his/her designee, that suspension is necessary to avert a life threatening situation or other sufficiently serious risk to the County, any County asset or resource or those of its citizens.

- *Participants Eligibility.* Participants eligible for this Program must be screened by the Department of Senior Services Case Management provider and Aging Services Center Manager at the Etris Community Center or designated staff.

- *Licensing and Other Requirements.* Not applicable.
- *Compensation by City for Services.* Union City will support and provide the Premises for County staff, participants and guests at the Etris Community Center during operating hours (i.e., 9:00 AM – 2:00 PM). This will include rent, electricity, gas, water, security, janitorial services, facility maintenance, lawn care, etc.
- *Performance Reporting and Evaluation.* Fulton County Department of Senior Services will maintain all performance reports, evaluations, and all Program related files (i.e., ***Monthly Attendance logs, Surveys, Monthly activities report, transportation log)***.
- *Insurance.* Union City agrees to secure insurance covering all operations, goods or services provided pursuant to this IGA at the Premises, as further defined in this IGA. Fulton County may self-fund any designated insurance responsibility it has at the Premises.
- *Indemnification/Hold harmless.* It is hereby stipulated and agreed between the parties that, with respect to any claim or action brought by a third party and arising out of the activities described in this IGA or stems from any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations, each party shall only be liable for payment of that portion of any and all liability, costs, expenses, demands, settlements, or judgments resulting from the negligence actions or omissions of its own agents, officers, and employees. Either party may self-fund its obligations under this IGA. However, nothing herein shall be construed as a waiver of any party's sovereign immunity or the immunities available to the officials, officers and employees of the parties.
- *Non-discrimination.* All services provided by Fulton County for Union City shall be free of discrimination on the basis of race, color, sexual orientation, national origin, disability, religion, age, or sex.
- *Variations or modification to the IGA.* This IGA constitutes the entire arrangement between the County and Union City and there are no further written or oral contracts with respect thereto. No variation or modification of this IGA and no waiver of its provisions shall be valid unless in writing, approved by the Board of Commissioners, and signed by County and Union City duly authorized representatives.
- *Limitation of Liability.* The parties will not be liable to each other or to any other person or entity, for special, indirect, consequential or punitive damages caused by, attributable to, or arising in connection with, the performance, nonperformance or delayed performance of the Program contemplated by this IGA by the parties or their respective officials, agents or employees, or any act or omission of the parties or any person or entity acting on behalf of the parties, whether negligent or otherwise, however such damages may be caused. The County will not be liable for any failure to perform or any delay in the performance of its obligations hereunder.

- *Disputes.* Any controversy or claim arising out of or relating to this IGA, or the breach thereof shall be solely negotiated for settlement by the County Manager or his/her designee and a designee from the City.

- *Entire agreement/Repeal of existing agreements*. The parties intend that this IGA, together with all attachments, schedules, exhibits, and other documents that both are referenced in this IGA and refer to this IGA: (i) represent the final expression of the parties' intent and agreement between the parties relating to the subject matter of this IGA, (ii) contain all the terms the parties agreed to relating to the subject matter, and (iii) replace all the parties' previous discussions, understandings, and agreements relating to the subject matter. It is the intent of the parties that all prior agreements between the parties, whether written or oral, are expressly repealed and replace by this IGA.

- *Representations and Warranties of the Parties*. In furtherance of the public purposes of this IGA, Fulton County and Union City hereby represent and warrant to each other (which representations and warranties shall be deemed independently material notwithstanding any prior inquiries) the following:

1. **Authority**. Each Party hereto expressly represents and warrants that (i) it has the power to make, deliver and perform this IGA, and has taken all necessary action to authorize the execution, delivery and performance of this IGA; (ii) this IGA when executed will constitute the valid obligations with respect to it legally binding upon the same and enforceable in accordance with the terms hereof; and (iii) no further consent or approval of any other Party not specifically mentioned herein is required in connection with the execution, delivery, performance, validity and enforcement of this IGA. Without limiting the generality of the foregoing, each Party hereby expressly acknowledges and represents that it has officially adopted and otherwise approved this IGA at a meeting of its governing authority in accordance with the Constitution and laws of the State of Georgia, to include, without limitation, the Georgia Open Meetings Act, O.C.G.A. 50-14-1 et seq.

2. **Public Purpose**. This IGA and the services contemplated herein are for the public welfare and benefit and are undertaken in accordance with the laws and Constitution of the State of Georgia. Without limiting the foregoing, the parties specifically and expressly warrant and represent, and do hereby find, that this IGA
(i) pertains to the provision of services and activities which the Parties are by law authorized to undertake and provide; (ii) is otherwise authorized under the Intergovernmental Contracts Clause of the Georgia Constitution of 1983, Art. IX, Sec. III, Par. 1(a); (iii) does not authorize the creation of new debt" as contemplated by Ga. Const. of 1 983, Art. IX, Sec. V. Par. I(a); and (iv) does not violate

O.C.G.A. § 36-30-3(a) or otherwise prevent fee legislation by any Party in matters of government, and shall be binding and enforceable against the Parties and their successors during the term hereof in accordance with its terms.

- *Assignment; Binding Effect*. The rights and obligations of the Parties under this IGA are personal and may not be assigned without the prior written consent of Fulton County and Union City. Subject to the foregoing, this IGA shall be binding upon and enforceable against, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

- *No Third-Party Beneficiaries*. This IGA is made between and limited to Fulton County and Union City, and is not intended, and shall in no event be construed to be, for the benefit of any person or entity other than Fulton County and Union City, and no other person or entity shall be considered a third-party beneficiary by virtue of this IGA or otherwise entitled to enforce the terms of this IGA for any reason whatsoever.

- *Relationship of Parties*. Notwithstanding anything in this IGA to the contrary, neither Party shall have the power to bind nor obligates the other Party except as expressly set forth in this IGA.

- *Survival of Representations*. All terms, conditions, covenants, warranties contained in any determination of this IGA shall survive the termination of this IGA until amended by the applicable governing authority.

- *Severability Clause*. In the event that any provision of this IGA shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of this IGA shall be determined to be unlawful or otherwise unenforceable, the remainder of the IGA shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this IGA to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

INSURANCE REQUIREMENTS

Prior to commencing any activities in conjunction with this IGA, Fulton County shall, at their sole expense, procure and maintain insurance coverage of the types and in the amounts described below. Such insurance shall be placed with admitted insurers that maintain an A.M. Best's rating of not less than A- VIII with coverage forms acceptable to Fulton County. The insurance described below shall be maintained uninterrupted for the duration of the IGA. Notwithstanding the foregoing, Fulton County reserves the right to self-fund this obligation.

(i) Commercial General Liability with coverage limits of no less than $1,000,000.00 per occurrence/aggregate for Bodily Injury and Property Damage liability

(ii) Workers Compensation and Employers Liability providing statutory benefits and Employers Liability Insurance coverage with coverage limits of no less than $100k - $500k - $100k.

The City shall maintain appropriate insurance coverage on any equipment and Premises made available by the City to the County for the Program. Notwithstanding this provision, the City reserves the right to self-fund this requirement.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the City and County have executed this Intergovernmental Agreement through their duly authorized officers on the day and year first above written.

Fulton County, Georgia

By:_____
Rob Pitts, Chairman
Fulton County Board of Commissioners

Attest:

_____
Tonya R. Grier, Interim Clerk to the Commission

Approval as to Content:

_____
Ladisa Onyiliogwu, Director
Department of Senior Services

Approved as to Form:

_____
County Attorney

City of Union City, Georgia

_____ 12/15/22
Vince Williams, Mayor
City of Union City, Georgia

Attest: Shandrella Jewett
City Clerk

P:\CAContracts\Senior Services\Union City IGA-FCDSS-Revised 11-20-17.doc

Exhibit 1
PREMISES

Exhibit 2
County Holidays

The Following Holidays are observed by Fulton County Government

- New Year's Day
- Martin Luther King, Jr. Holiday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Holiday (Thanksgiving Day and the day following)
- Christmas Eve
- Christmas Day
- New Year's Eve

POST AGENDA

CITY COUNCIL REGULAR MEETING

Thursday, December 15, 2022
7:00 P.M.
In Council Chamber

ROLL CALL:

Present:

Mayor Vince R. Williams
Mayor Pro Tem Angelette Mealing
Councilmember Brian K. Jones
Councilmember Christina Hobbs
Councilmember Lawanna Owens-Twaites
City Attorney - Dennis Davenport
City Manager - Sonja Fillingame
Assistant City Manager - Tarsha Calloway
City Clerk - Shandrella Jewett
Court Services Director - Kristie Tucker
Community Development Director - Anthony Alston
Deputy City Clerk - Brittnie Muckle
Fire Chief - Joe Maddox
Human Resources Director - Brittany Sainnatus
Operations Director - Cindy Givens
Park & Recreations Director - Lee Blitch
Police Chief - Cassandra Jones
Public Services Director - Lonnie Ferguson

Absent:

Finance Comptroller - Francis Harley

I. CALL TO ORDER:

II. INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG:

III. APPROVAL OF THE AGENDA:

IV. MEETING OPEN TO THE PUBLIC TO DISCUSS ITEMS NOT ON AGENDA: (2 MIN)

V. PRESENTATIONS/ACKNOWLEDGEMENTS OF AWARDS AND ACHIEVEMENTS:

- Proclamation - The Beatty Team - Union City Community Champion
- Proclamation - Honoring Commissioner Jo Croom, Board Member of the Planning Commission
- UC Citizens' Academy Graduation (Cohort 1)
- Acknowledgement & Recognition of Employee of the Month (November)
- Acknowledgement & Recognition of Employee of the Month (December)
- Acknowledgement & Recognition of Employee of the Year (2022)
- Acknowledgement & Recognition of Citizen of the Year (2022)

VI. OLD BUSINESS:

None

VII. CONSENT AGENDA:

All matters listed on the Consent Agenda are considered to be routine and will be approved by one motion. No separate discussion will take place on these items. If discussion of any Consent Agenda item is desired, the item will be moved to the Regular Agenda for separate consideration.

A. Council to accept the submittal of a request to approve the Work Session Minutes dated 10/18/2022. Approved

B. Council to accept the submittal of a request to approve the Regular Council Meeting Minutes dated 10/18/2022. Approved

C. Council to accept the submittal of a request to approve the Legislative Town Hall/Hometown Connection Minutes dated 10/26/2022. Approved with noted correction

D. Council to accept the submittal of a request to approve the Special Called Council Meeting Minutes dated 11/29/2022. Approved

E. Council to accept the submittal of a request to approve the reappointment of Councilmember Brian Jones as a Board Member for the Middle Chattahoochee Regional Water & Sewer Authority. Approved

F. Council to accept the submittal of a request to approve the reappointment of City Manager, Sonja Fillingame as a Board Member for the Middle Chattahoochee Regional Water & Sewer Authority. Approved

G. Council to accept the submittal of a request to approve the below reappointments:

City Attorney:	McNally, Fox, Grant & Davenport	Approved
City Clerk:	Shandrella Jewett	Approved
City Engineer:	Atlas Technical Consultants, LLC	Approved
City Planner:	The Collaborative Firm	Approved
Fire Chief:	Joe Maddox	Approved
Police Chief:	Cassandra Jones	Approved
Public Services Director:	Lonnie Ferguson	Approved
Medical Director:	Dr. O. Michael Obiekwe	Approved

H. Council to accept the submittal of a request to approve elected officials' proposed new salaries (via ordinance) in the amount of $2,333.33 per month ($28,000.00 per year) and $1,500.00 per month ($18,000.00 per year), effective January 1, 2024. Approved

I. Council to accept the submittal of a request to grant the Housing Authority a waiver of its' Payment in Lieu of Taxes (P.I.L.O.T) for 2023. Approved

J. Council to accept the submittal of a request to approve an Intergovernmental Agreement with Fulton County for the Provision of Congregate Meal/Neighborhood Senior Center Services. Approved

K. Council to accept the submittal of a request to approve an Intergovernmental Agreement with Fulton County regarding the First Extension for the Provision of Animal Control Services. Approved

L. Council to accept the submittal of a request to approve the revised utility service rates and pricing schedule. Approved

M. Council to accept the submittal of a request to approve the final Construction and Right of Way Plans for the Londonderry Way Resurfacing and Streetscape Improvements. Approved

N. Council to accept the submittal of a request to approve the final Construction and Right of Way Plans for the FY23 Citywide Service Waterline Improvements. Approved

O. Council to approve the submittal of a request to accept the donation of approximately 6.65 acres of property located off of South Fulton Parkway (known as 0 off Koweta Road, tax parcel ID 09F 290001190588) from Dana Longino McClure and Frank Eugene West, as co-executors of the Estate of Charles H. McClure and Dana Longino McClure and Frank Eugene West, as co-trustees named under the Last Will and Testament of Charles H. McClure at paragraph IX and filed in the Probate court of Coweta County on October 14, 2015 (Estate number 2015-462). Approved

P. Council to accept the submittal of a request to approve the Change Order for the Christian City Multi-Use Path. Approved

Q. Council to accept the submittal of a request to approve the Water Service (installment payment) Agreement with Mr. Perlmutter. Approved

R. Council to accept the submittal of a request to engage the Balch Law Firm in an effort to collect delinquent water accounts. Approved

S. Council to accept the submittal of a request to approve and adopt a resolution to place liens on property owned by Mr. Perlmutter (Oakley Shoals and Shannon Woods apartment complexes) due to unpaid water bills. Approved

VIII. NEW BUSINESS:

A. Council to accept the submittal of a request to appoint Councilmember Christina Hobbs as Mayor Pro Tem for 2023. Approved

B. Council to accept the submittal of a request to approve Assistant City Manager Calloway to make a budget adjustment to cover the costs of the Change Order for Christian City Multi-Use Path. Approved

IX. PUBLIC HEARINGS AND/OR RECOMMENDATIONS FROM THE PLANNING COMMISSION:

A. A **Public Hearing** for Council to approve the submittal of a request regarding a city-initiated text amendment to Article III – Interpretation and Definitions of the Zoning Ordinance for the City of Union City to amend and add new definitions to the ordinance. *(Planning Commission & Staff Recommends Approval)* Approved

B. A **Public Hearing** for Council to approve the submittal of a request regarding a city-initiated text amendment to Sec. 6-11(C)(14) of the Zoning Ordinance for the City of Union City to revise conditions pertaining to mini-storage or self-storage facilities. *(Planning Commission & Staff Recommends Approval)* Approved

C. A **Public Hearing** for Council to approve the submittal of a request by Crescent View Engineering to rezone approximately 0.49 acre +/- acre tract of land, Parcel ID: 09F221501000274 from R-4, Residential Single Family to M-1, Light Industrial to expand the existing adjacent parking area. *(Planning Commission & Staff Recommends Approval)* Approved

D. A **Public Hearing** for Council to approve the submittal of a request by TWAS Properties, LLC (c/o Martie Murphy) to rezone a 0.90 +/- acre tract of land generally located east of Campbellton-Fairburn Road and approximately 594 feet from Hall Road from TCMU, Town Center Mixed Use to GC, General Commercial for the development of a car wash. *(Planning Commission & Staff Recommends Denial)* Denied

E. A **Public Hearing** for Council to approve the submittal of a request to amend the Urban Redevelopment Plan of the City of Union City adopted December 16, 2008, and to approve an

application for an Opportunity Zone designation for all or part of the area encompassed by such Redevelopment Plan. Approved

X. CITY MANAGER'S REPORT:

XI. CITY ATTORNEY'S REPORT:

Executive Session

XII. REPORTS & ANNOUNCEMENTS FROM MAYOR & COUNCIL:

XIII. ADJOURNMENT:

GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY: FULTON COUNTY	**Service: Solid Waste Collection (Residential/Commercial)**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):**Type Name of the single Government, Authority or Organization Here**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of the single Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Fulton County, Alpharetta, Atlanta, Chattahoochee Hills, South Fulton, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, Union City**

e.) ☐ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.



SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County, Alpharetta, Atlanta	Enterprise, Grants, and Fee Based
Chattahoochee Hills, South Fulton	Enterprise, Grants, and Fee Based
College Park, East Point, Fairburn	Enterprise, Grants, and Fee Based
Hapeville, Johns Creek, Milton	Enterprise, Grants, and Fee Based
Mountain Park, Palmetto, Roswell	Enterprise, Grants, and Fee Based
Sandy Springs, Union City	Enterprise, Grants, and Fee Based

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

Added more cities since the last SDS submission

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Name Agreement Here	List Contracting Parties Here	Effective - End
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6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

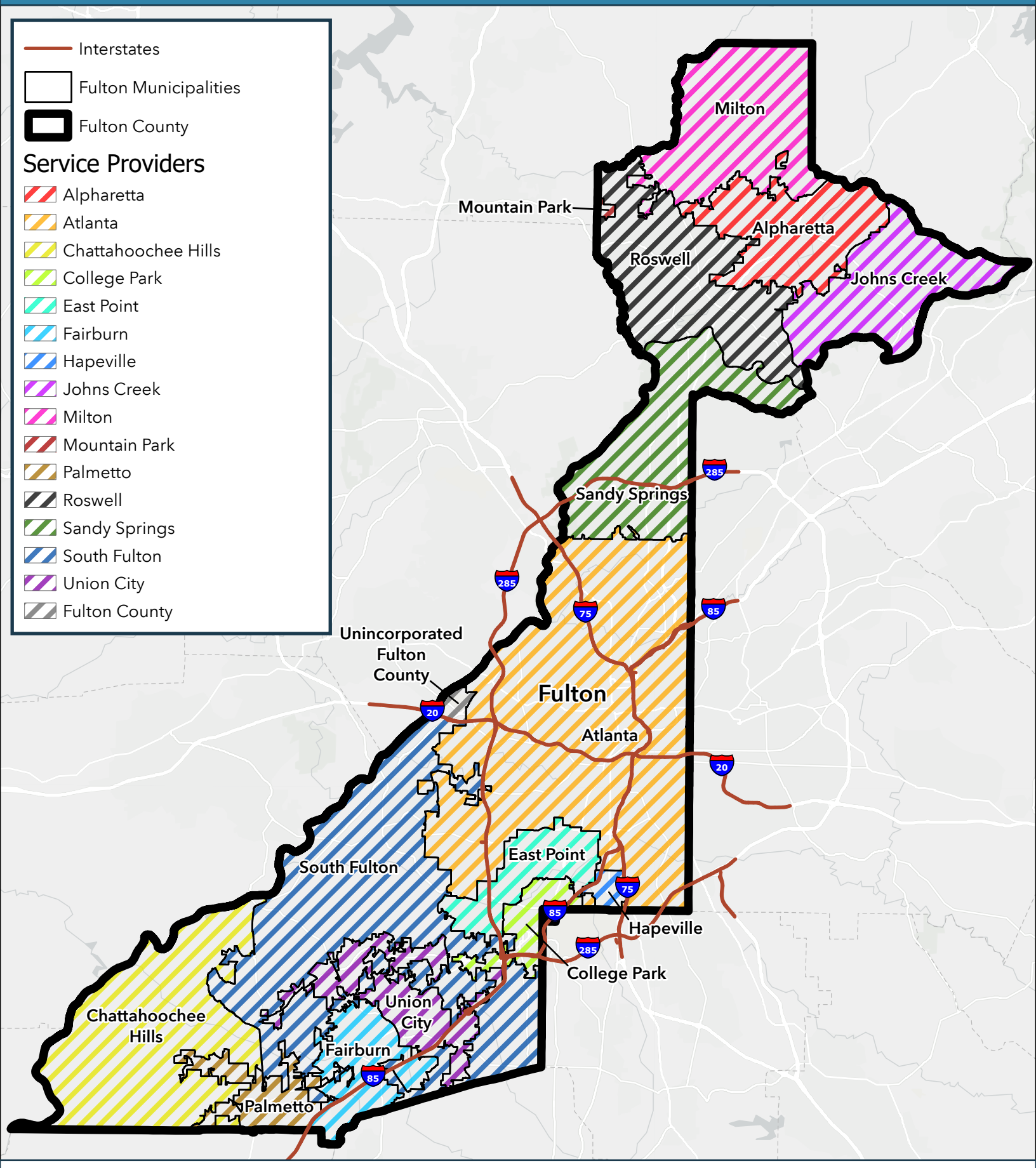
Not Applicable

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

Fulton County - SDS 2026 Solid Waste Collection (Residential/Commercial) Service Map



0 2.5 5 10 Miles

N

FULTON COUNTY

GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

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COUNTY: FULTON COUNTY	**Service: Solid Waste Disposal (Landfill/Transfer Station)**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):**Type Name of the single Government, Authority or Organization Here**

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2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

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SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County, Alpharetta, Atlanta	Enterprise Grants, Fees
Chattahoochee Hills, South Fulton	Enterprise Grants, Fees
College Park, East Point, Fairburn	Enterprise Grants, Fees
Hapeville, Johns Creek, Milton	Enterprise Grants, Fees
Mountain Park, Palmetto, Roswell	Enterprise Grants, Fees
Sandy Springs, Union City	Enterprise Grants, Fees

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

Added more cities since the last SDS submission

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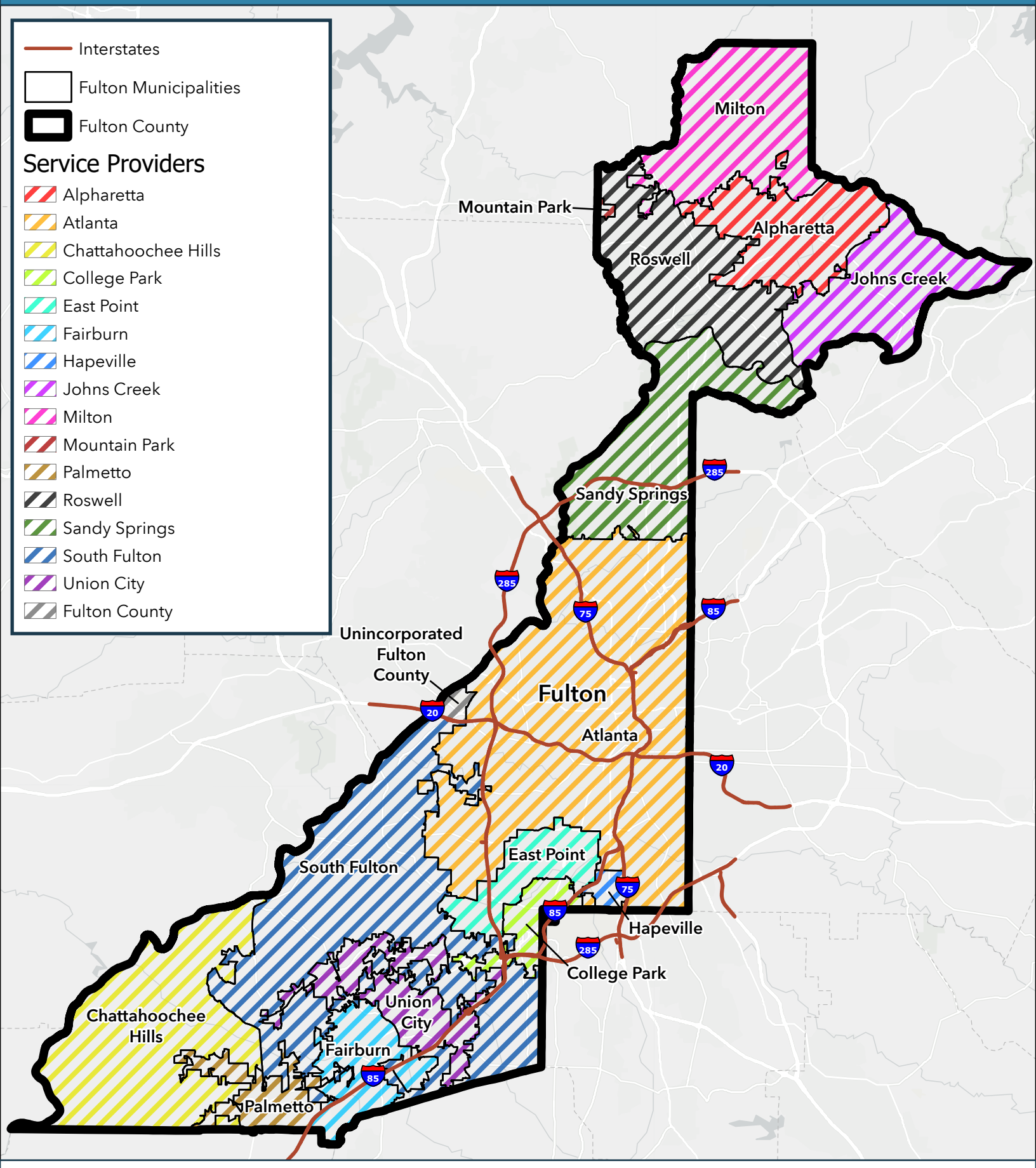
Not applicable

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Phone number: **678-362-7457** Date this form was completed: September 1, 2026

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COUNTY: FULTON COUNTY	**Service: Storm Management (MS4,Drainage)**

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SDS FORM 2, continued

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Mountain Park, Palmetto, Roswell	Enterprise Grants, General Funds
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SDS FORM 2, continued

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Name Agreement Here	List Contracting Parties Here	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

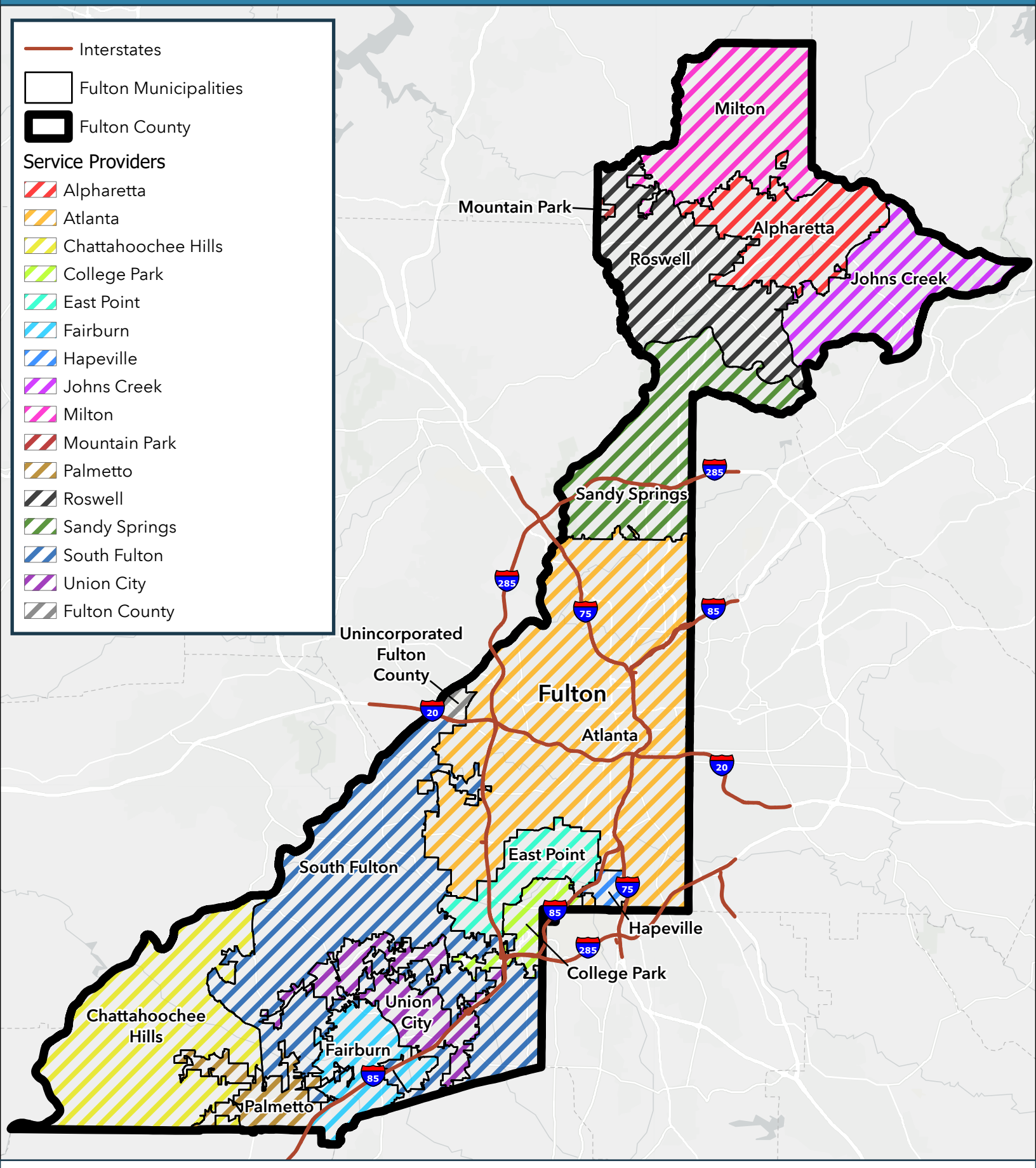
Not applicable

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

Fulton County - SDS 2026 Stormwater Management (MS4, Drainage) Service Map



0 2.5 5 10 Miles

N

FULTON COUNTY

GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, we recommend reporting this to the Department of Community Affairs.

COUNTY: FULTON COUNTY	**Service: Tax Assessment - Tax Assessor**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☒ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):**Fulton County**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of the single Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

e.) ☒ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County	General Funds, Grants

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

No Changes

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

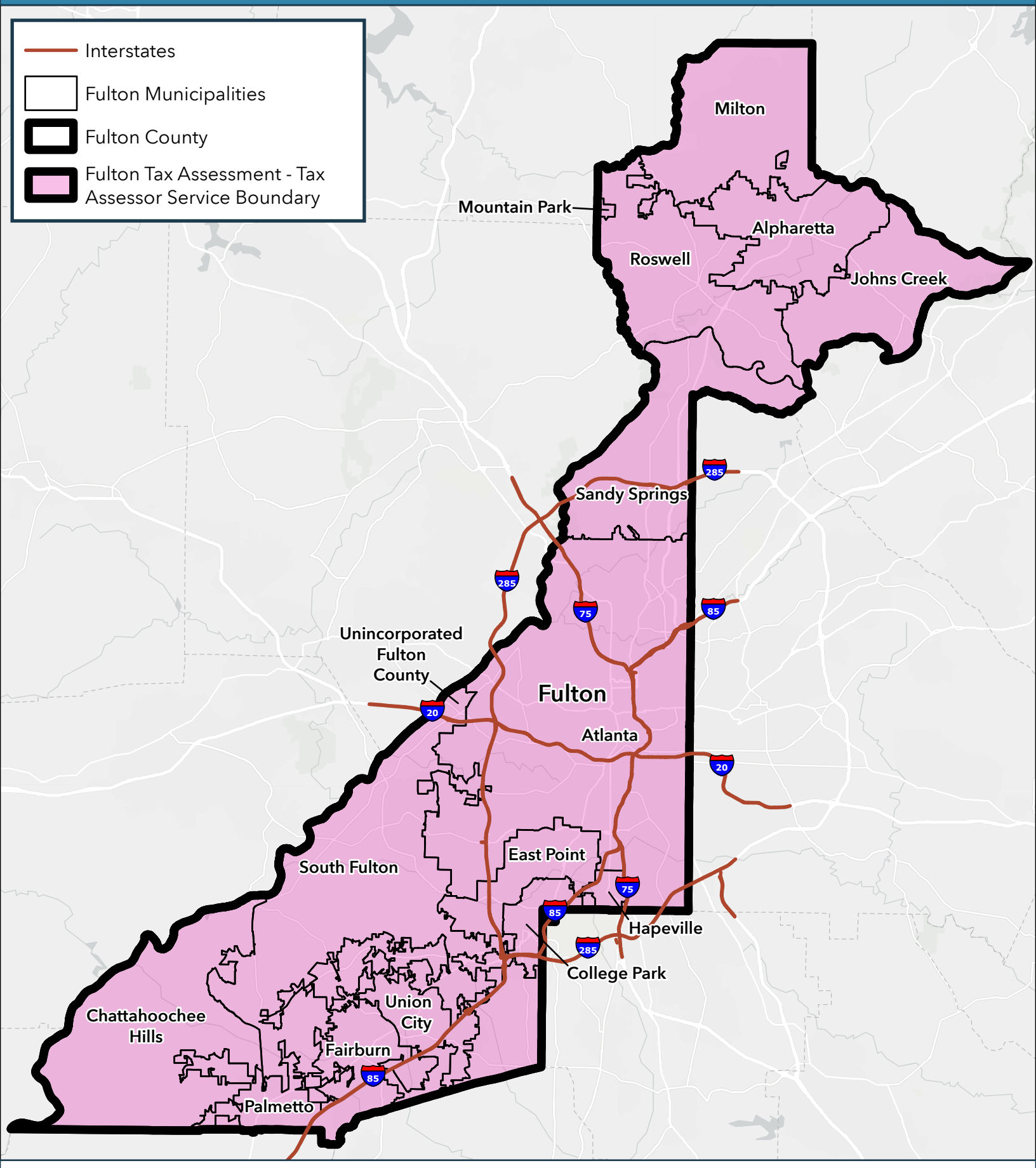
Not Applicable

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

Fulton County - SDS 2026 Tax Assessment - Tax Assessor Service Map



GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, we recommend reporting this to the Department of Community Affairs.

COUNTY: FULTON COUNTY	**Service: Engineering**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):**Type Name of the single Government, Authority or Organization Here**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of the single Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Fulton County, Alpharetta, Atlanta, Chattahoochee Hills, South Fulton, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, Union City**

e.) ☐ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.



SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County, Alpharetta, Atlanta	General Funds, TSPLOST, Grants, Fees
Chattahoochee Hills, South Fulton	General Funds, TSPLOST, Grants, Fees
College Park, East Point, Fairburn	General Funds, TSPLOST, Grants, Fees
Hapeville, Johns Creek, Milton	General Funds, TSPLOST, Grants, Fees
Mountain Park, Palmetto, Roswell	General Funds, TSPLOST, Grants, Fees
Sandy Springs, Union City	General Funds, TSPLOST, Grants, Fees

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

Added more ciites since the last SDS submission

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Name Agreement Here	List Contracting Parties Here	Effective - End
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Name Agreement Here	List Contracting Parties Here	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

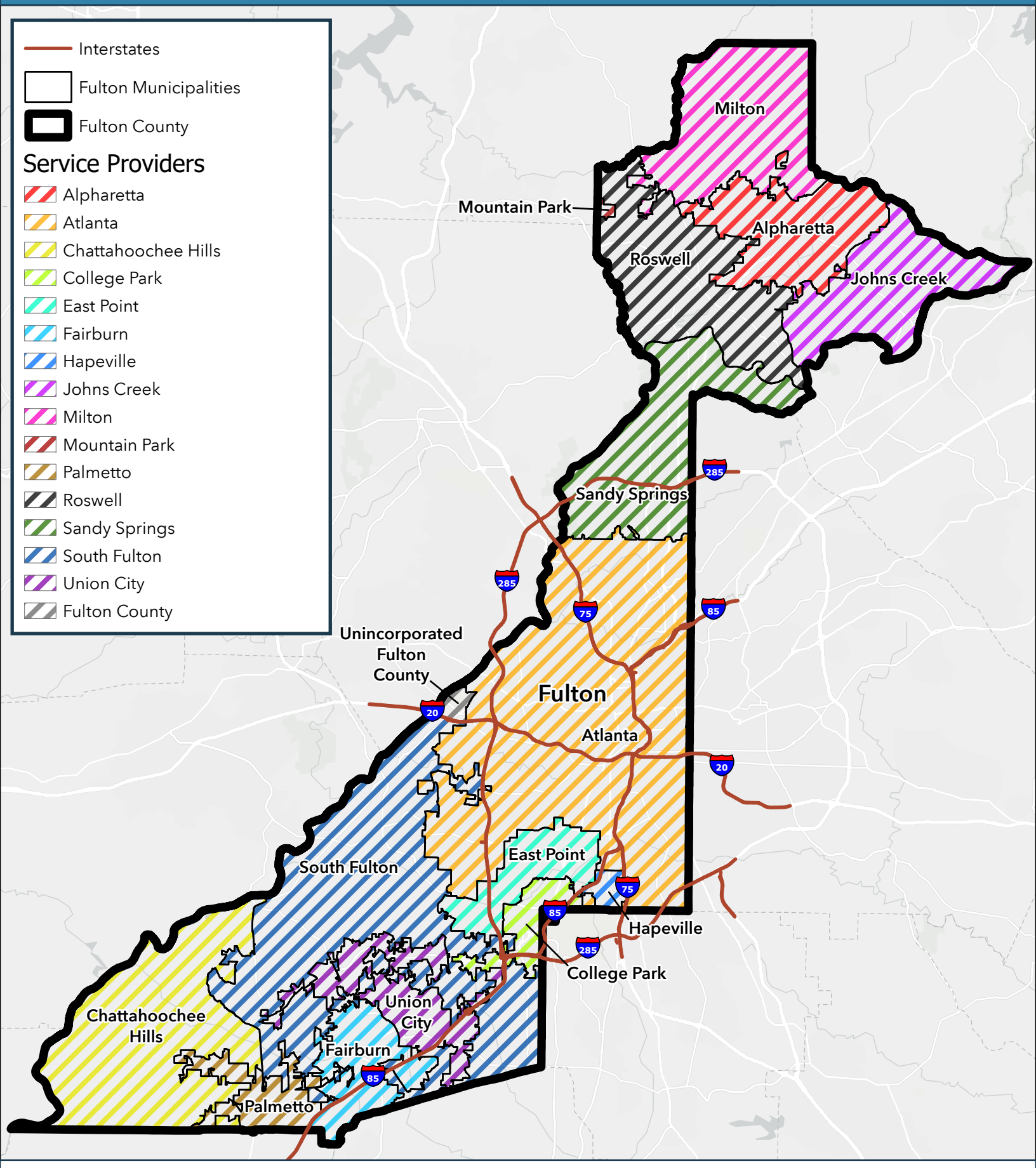
Not Applicable

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

Fulton County - SDS 2026 Traffic Engineering, Signals, and Signage Service Map



FULTON COUNTY

A RESOLUTION BY THE FULTON COUNTY BOARD OF COMMISSIONERS AUTHORIZING THE IMPOSITION OF A 0.75 PERCENT SALES AND USE TAX AS AUTHORIZED BY PART 2 OF ARTICLE 5a OF CHAPTER 8 OF TITLE 48 OF THE OFFICIAL CODE OF GEORGIA; SPECIFYING THE SPECIFIC TRANSPORTATION PURPOSES TO BE FUNDED; SPECIFYING THE APPROXIMATE COST OF SUCH TRANSPORTATION PURPOSES; SPECIFYING THE MAXIMUM PERIOD OF TIME FOR WHICH THE TAX MAY BE IMPOSED AND THE RATE THEREOF; SPECIFYING THE LIST OF PROJECTS AND PURPOSES QUALIFYING AS TRANSPORTATION PURPOSES TO BE FUNDED; REQUESTING THE ELECTION SUPERINTENDENT TO CALL FOR A BALLOT REFERENDUM TO APPROVE THE IMPOSITION OF SUCH SALES AND USE TAX; APPROVING THE FORM OF THE BALLOT TO BE USED IN SUCH AN ELECTION; AND FOR OTHER PURPOSES.

WHEREAS, Part 2 of Article 5a of Chapter 8 of Title 48 of the Official Code of Georgia authorizes the imposition of a transportation special purpose local option sales and use tax ("TSPLOST") within a metropolitan county special district which is outside the boundaries of a metropolitan municipality special district ("Special District"), the proceeds of which shall be used only for transportation purposes; and

WHEREAS, the Board of Commissioners of Fulton County, Georgia, has determined that it is in the best interests of the citizens of Fulton County to impose a 0.75 percent TSPLOST within the Special District to raise approximately $545,954,720.00, which amount shall be the maximum amount of the net proceeds to be raised by the TSPLOST; and

WHEREAS, on June 9, 2021, the Board of Commissioners delivered a written notice to the mayor in each qualified municipality located within the Special District regarding the imposition of the TSPLOST; and

WHEREAS, the June 9, 2021 notice contained the date, time, place, and purpose of a June 30, 2021 meeting at which the governing authority of Fulton County and each qualified municipality within the Special District were to meet to discuss possible projects for inclusion in the referendum and the rate of the TSPLOST; and

WHEREAS, the notice was delivered at least 10 days prior to the June 30, 2021 meeting, and the meeting was held at least 30 days prior to the date the elections superintendent will be authorized herein to issue of a call for the referendum; and

WHEREAS, the County and the qualifying municipalities within the Special District have entered into an intergovernmental agreement with respect to the TSPLOST, a true and correct copy of which is attached and incorporated hereto as "Exhibit A"; and

WHEREAS, the qualifying municipalities within the Special District represent at least 60 percent of the total population of the Special District.

NOW, THEREFORE, BE IT RESOLVED, that, should the proposed TSPLOST be approved by the voters within the Special District, proceeds from the tax be utilized for the purpose of transportation improvements and congestion reduction as outlined in the purposes and list of projects attached hereto as "Exhibit B".

BE IT FURTHER RESOLVED, that, should the proposed TSPLOST be approved by the voters within the Special District, in order to finance the projects and purposes identified herein, a TSPLOST in the amount of 0.75 percent on all sales and uses in the County is hereby authorized to be levied and collected within the Special District as provided by law.

BE IT FURTHER RESOLVED, that the approximate cost of the transportation purposes, which is also the maximum amount of the net proceeds raised from the tax, is $545,954,720.00.

BE IT FURTHER RESOLVED, that a minimum of 30 percent of the estimated revenue from the tax will be expended on projects consistent with the state-wide strategic transportation plan as defined in O.C.G.A. § 32-2-22(a)(6).

BE IT FURTHER RESOLVED, that the maximum period of time for which the tax will be imposed is five (5) years, beginning on April 1, 2022, and ending on March 31, 2027.

BE IT FURTHER RESOLVED, that the Fulton County election superintendent is hereby requested to issue the call for an election for the purposes of submitting to the electors of the Special District the question of whether the TSPLOST should be approved, and to publish the date and purpose of the election in the official County newspaper on a weekly basis for the four weeks preceding the date of the election.

BE IT FURTHER RESOLVED, that the election shall be held on November 2, 2021, and the ballots used in the election shall have written or printed thereon a question substantially similar to "Exhibit C" attached hereto and incorporated by reference.

BE IT FURTHER RESOLVED, that the Clerk to the Commission shall forward a certified copy of this Resolution to the Fulton County Elections Superintendent/Fulton County Board of Registration and Elections immediately upon approval.

BE IT FURTHER RESOLVED, that this Resolution shall become effective upon its adoption, and that all resolutions and parts of resolutions in conflict with this Resolution are hereby repealed to the extent of the conflict.

SO PASSED AND ADOPTED, this 2nd day of August 2021.

FULTON COUNTY BOARD OF COMMISSIONERS

SPONSORED BY:

Chairman Robert L. Pitts

ITEM# 21-0535 8.2.21
SPECIAL CALL MEETING

ATTEST:



Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM:

Kaye Woodard Burwell
Interim County Attorney

P:\CALegislation\BOC\Resolutions\2021 Resolutions\Pitts\08.02.21 Resolution Authorizing TSPLOST Referendum FINAL.docx

ITEM# 21-0535 SCM 8.2.21
SPECIAL CALL MEETING

STATE OF GEORGIA
COUNTY OF FULTON

INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF PROCEEDS GENERATED BY THE 2021 TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES TAX REFERENDUM

THIS INTERGOVERNMENTAL AGREEMENT ("IGA" or "Agreement") is made and entered into this _____ day of ~~July~~, 2021, by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter referred to as "**Fulton County**" or "**County**"); the **CITY of ALPHARETTA**; the **CITY OF CHATTAHOOCHEE HILLS**; the **CITY OF COLLEGE PARK**, the **CITY OF EAST POINT**; the **CITY OF FAIRBURN**; the **CITY OF HAPEVILLE;** the **CITY OF JOHNS CREEK**; the **CITY OF MILTON**; the **CITY OF MOUNTAIN PARK; the CITY OF PALMETTO**; the **CITY OF ROSWELL;** the **CITY OF SANDY SPRINGS**; the **CITY OF SOUTH FULTON**; and the **CITY OF UNION CITY** (hereinafter collectively referred to as the "Cities").

WITNESSETH

WHEREAS, the parties to this Agreement consist of Fulton County and all qualifying municipalities (hereinafter referred to as "Cities") located outside the city limits of the City of Atlanta, and located wholly or partially within Fulton County, Georgia; and

WHEREAS, the parties anticipate that Fulton County will approve and sign a Resolution authorizing the Fulton County Board of Registrations and Elections to call a Referendum on the issue of the imposition of a 0.75 percent Metropolitan County Transportation Special Purpose Local Option Sales Tax ("TSPLOST" or "Tax") to begin on April 1, 2022 and to conclude on March 31, 2027; and

WHEREAS, the law authorizing a Referendum on the issue of the imposition of the TSPLOST was amended during the 2018 Legislative Session of the Georgia General Assembly; and

WHEREAS, the parties desire to execute an Intergovernmental Agreement to control the distribution and use of TSPLOST proceeds received solely by Fulton County and one or more Cities located within Fulton County, containing a combined total of not less than sixty percent of the aggregate population located within the County outside the City of Atlanta; and

WHEREAS, for the purpose of the distribution of proceeds for the April 1, 2022 through March 31, 2027 TSPLOST, the Special District shall be known as the boundaries of Fulton County outside the city limits of the City of Atlanta; and

WHEREAS, the fourteen Cities located wholly or partially within Fulton County

and outside the city limits of the City of Atlanta have certified they are qualified municipalities and are eligible to receive distributions of the 0.75 percent TSPLOST Proceeds; and

WHEREAS, the parties hereto are interested in serving the needs of the residents of Fulton County by planning and performing transportation projects within the County and Cities which are parties to this Agreement; and

WHEREAS, the parties intend that the transportation projects which are the subject of this Agreement shall benefit residents of Fulton County and its Cities; and

WHEREAS, the County and the Cities located within Fulton County are committed to continue to work together to improve the County's transportation infrastructure; and

WHEREAS, the County and all its Cities have identified transportation needs that are important to the current and future well-being of their residents and have determined that proceeds from the TSPLOST should be used to address a portion of these needs.

NOW, THEREFORE, in consideration of the mutual promises and understandings herein made and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do consent and agree as follows:

1.

This Agreement is conditioned upon a Referendum to be approved by a majority of the voters of Fulton County to impose a TSPLOST of 0.75 percent which shall commence on April 1, 2022 and continue to, through and including March 31, 2027.

2.

Pursuant to O.C.G.A. § 48-8-269.13, one percent (1.0%) of the amount of TSPLOST proceeds collected beginning April 1, 2022 shall be paid into the General Fund of the State of Georgia ("State") treasury in order to defray the costs of administration of the Georgia Department of Revenue. One-half of one percent (0.5%) of the tax proceeds (County oversight) shall be allocated to the County by the State to provide for any costs associated with the administration of the TSPLOST Program. Such cost shall include the support, maintenance and operation of the Fulton Transportation Investment Citizen's Oversight Council, the annual audit and the overall program administration, at a minimum. The remaining ninety-eight and one-half percent (98.5%) of the amount collected from the TSPLOST Tax proceeds (hereinafter known as the "net proceeds") beginning April 1, 2022 and ending March 31, 2027, shall be distributed by the State of Georgia to the County and all qualified Cities outside of the city limits of the City of Atlanta, and shall be allocated to each jurisdiction based on the percentages shown in the table below in Paragraph 3.

3.

DISTRIBUTION PERCENTAGES

City of Alpharetta	11.22%
City of Chattahoochee Hills	0.55%
City of College Park	2.53%
City of East Point	5.82%
City of Fairburn	2.80%
City of Hapeville	1.09%
City of Johns Creek	14.11%
City of Milton	6.61%
City of Mountain Park	0.09%
City of Palmetto	0.81%
City of Roswell	15.81%
City of Sandy Springs	18.27%
City of South Fulton	16.55%
City of Union City	3.74%
Total	**100.00%**

(A) To facilitate the distribution of net proceeds, the parties agree that the sum of Five Hundred Forty-five Million Nine Hundred Fifty-Four Thousand Seven Hundred Twenty and 00/100 Dollars ($545,954,720.00) shall represent an estimate of the maximum net proceeds to be derived from the subject TSPLOST during its five year term.

(B) The parties agree that the aggregate total distribution received by the Cities shall amount to one hundred percent (100%) of the net proceeds distributed by the State.

(C) The percentage of total net proceeds calculated for each City based on the above distribution shall be adjusted proportionally, if necessary, to ensure that the Cities

on an aggregate basis receive the full one hundred (100%) of net proceeds distributed by the State, as agreed to by the parties.

(D) The parties agree that no project will be given preference in the funding and distribution process in such a way that the monthly distribution formula is affected.

(F) Should any jurisdiction choose not to be a party to this Agreement, said jurisdiction's allocation of the net proceeds shall be 0%. If a City chooses not to be party to this agreement, the DISTRIBUTION PERCENTAGES provided under Paragraph #3 shall be adjusted to reflect new percentages based on that city's population being removed from the calculation.

4.

In recognition of the need for transportation improvements across the County and its Cities, the parties agree that the total net proceeds shall be utilized for transportation purposes, as defined in O.C.G.A. § 48-8-260(4) and § 48-8-121.

5.

The projects and purposes ("Transportation Projects and Purposes") to be funded from the net proceeds of the TSPLOST pursuant to this Agreement, the estimated dollar amounts allocated for each transportation purpose, and the schedule for distribution of funds are contained in Exhibit "A" which is attached hereto, incorporated herein by this reference, and made a part of this Agreement. The parties acknowledge and agree that 30% of the estimate revenues are being expended on projects that are consistent with the Statewide Strategic Transportation Plan as defined in O.C.G.A. § 32-2-22. The priority and order in which the TSPLOST proceeds will be fully or partially funded is shown in Exhibit A.

6.

Except as otherwise provided herein, the TSPLOST which is the subject of the November 2, 2021 Referendum shall continue for a period of five years from April 1, 2022 until March 31, 2027, unless otherwise terminated earlier pursuant to O.C.G.A. § 48-8-269.10.

7.

All Transportation Projects included in this Agreement shall be funded in whole or in part from net proceeds from the TSPLOST authorized by law except as otherwise agreed in writing by the parties.

8.

The net proceeds from the TSPLOST shall be maintained in the parties' separate accounts and utilized exclusively for the purposes specified in this Agreement. The

parties acknowledge that TSPLOST proceeds are not guaranteed. Proceeds received under the amount estimated in the Referendum question shall be allocated in accordance with the percentages set forth in this Agreement and shall be used on the Transportation Projects and Purposes as outlined in Exhibit A to this Agreement.

9.

Any net proceeds over and above the amount estimated in Section 3(A) of this agreement during the quarter during which this amount is reached shall be allocated in accordance with the percentages set forth in this Agreement and shall be used solely for the transportation purposes listed herein. Each party shall expend its portion of the excess net proceeds from the 2022 TSPLOST Program on the Transportation Projects and Purposes as outlined in Exhibit A to this Agreement.

10.

At the end of each party's fiscal year wherein net proceeds from the TSPLOST are distributed, each party shall cause an audit of the distribution and use of its portion of the net proceeds from the TSPLOST to be completed. Each party to this Agreement shall pay the cost of each such annual audit that it conducts. Each party shall publish each of its annual audits as required by law.

11.

In addition to the audit required by paragraph 10 of this Agreement, at the end of each calendar year wherein net proceeds from the Transportation Special Purpose Local Option Sales Tax are distributed, the Cities and the County shall participate in a joint annual audit of the entire TSPLOST program approved by the voters during the November 2, 2021 Referendum. The purpose of this joint annual audit is to ensure compliance with the Resolution that resulted in the call of the Transportation Special Purpose Local Option Sales Tax Referendum. Fulton County shall choose the auditor to conduct the annual audit. The cost of such joint annual audit shall be paid from proceeds collected by the County as described under paragraph 2 of this document.

12.

Pursuant to O.C.G.A. § 48-8-269.21, not later than December 31 of each year, the County on behalf of itself and the qualified municipalities receiving proceeds from the tax, shall publish annually, in a newspaper of general circulation in the boundaries of each City and the County and in a prominent location on each City's and the County's website, a simple nontechnical report, or consolidated schedule of projects, which shows the following for each Transportation Project or purpose outlined in this Agreement:

A. Original estimated cost;
B. Current estimated cost if it is not the original estimated cost;
C. Amounts expended in prior years;
D. Amounts expended in the current year;
E. Any excess proceeds which have not been expended for a project or purpose;
F. Estimated completion date, and the actual completion cost of a project completed during the current year; and
G. A statement of what corrective action the City or County intends to implement with respect to each project which is underfunded or behind schedule.

In addition to the above, the County shall include in such publication an accounting of expenditures of the County oversight funds. The use of these funds by the County will made with input from the cities.

13.

Fulton County and the Cities will create a Fulton Transportation Investment Citizen's Oversight Council ("Oversight Council") within ninety (90) days of the November 2, 2021 referendum. The Oversight Council will oversee the progress and implementation of the program and shall furnish annual reports to the Board of Commissioners and each Mayor and City Council of the Cities within the County outside the City of Atlanta. The report shall also be published periodically. The Oversight Council shall consist of 15 total members with one appointee for each City and one member appointed by the Fulton County Board of Commissioners. The Annual Report shall include a complete list of projects and the progress of the projects. The Oversight Council shall meet at least twice per year. Any administrative costs associated with the Oversight Council shall be paid from the one-half of one percent as described in paragraph #2 above. Fulton County shall provide staff support to the Oversight Council.

14.

This Agreement constitutes all of the understanding and agreements of whatsoever nature or kind existing between the Parties with respect to distribution and use of the proceeds from the TSPLOST.

15.

This Agreement shall not be changed or modified except by agreement in writing executed by all Parties hereto.

16.

This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Georgia.

17.

It is agreed that the illegality or invalidity of any term or clause of this Agreement shall not affect the validity of the remainder of the Agreement, and the Agreement shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein.

18.

Each party to this Agreement shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations.

19.

No consent or waiver, express or implied, by any party to this Agreement to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

20.

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

a. If to the City of Alpharetta:
Mayor Jim Gilvin
City of Alpharetta
2 Park Place
Alpharetta, GA 30009

b. If to the City of Chattahoochee Hills:
Mayor Tom Reed
City of Chattahoochee Hills
6505 Rico Rd
Chattahoochee Hills, GA 30268

c. If to the City of College Park:
Mayor Bianca Motley Broom
City of College Park
3667 Main St.
College Park, GA 30337

d. If to the City of East Point:
Mayor Deana Holiday Ingraham
City of East Point
2757 East Point St.
East Point, GA 30344

e. If to the City of Fairburn:
Mayor Elizabeth Carr-Hurst
City of Fairburn
56 Malone St.
Fairburn, GA 30213

f. If to the City of Hapeville:
Mayor Alan Hallman
City of Hapeville
3468 N. Fulton Ave.
Hapeville, GA 30354

g. If to the City of Johns Creek:
Mayor Mike Bodker
11360 Lakefield Drive
Johns Creek, GA 30097

h. If to the City of Milton:
Mayor Joe Lockwood
City of Milton
2006 Heritage Walk
Milton, GA 30004

i. If to the City of Mountain Park:
Mayor Jim Still
City of Mountain Park
118 Lakeshore Dr.
Roswell, GA 30075

j. If to the City of Palmetto:
Mayor J. Clark Boddie
City of Palmetto
P.O Box 190
509 Toombs St.
Palmetto, GA 30268

k. If to the City of Roswell:
Mayor Lori Henry
City of Roswell
38 Hill Street, Suite 115
Roswell, GA 30075

l. If to the City of Sandy Springs:
Mayor Rusty Paul
City of Sandy Springs
1 Galambos Way
Sandy Springs, GA 30328

m. If to the City of South Fulton:
Mayor William "Bill" Edwards
City of South Fulton
5440 Fulton Industrial Blvd.
South Fulton, GA 30336

n. If to the City of Union City:
Mayor Vince Williams
City of Union City
5047 Union St.
Union City, GA 30329

o. If to Fulton County:
Chairman, Robert Pitts
Fulton County
141 Pryor St., 10th Floor
Atlanta, GA 30303

Any party may at any time change the address where notices are to be sent or the person to whom such notices should be directed by the delivery or mailing to the above persons a notice stating the change.

21.

This Agreement shall become effective on _August_____, 2021. If the November 2, 2021 Referendum concerning the imposition of the TSPLOST is not approved by a majority of the voters of Fulton County, this Agreement shall expire and shall be of no force and effect after November 2, 2021.

22.

Notwithstanding the parameters of paragraph 21, this Agreement shall continue in full force and effect until July 1st of the year following completion of the last project funded from the net proceeds from the 2022 TSPLOST Program.

23.

This Agreement shall be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by Fulton County on the date indicated herein.

[SIGNATURES CONTINUE OF FOLLOWING PAGES]

APPROVED AS TO FORM

County Attorney

FULTON COUNTY, GEORGIA:

By: _____
Robert L. Pitts, Chairman
Board of Commissioners

ATTEST:

Tonya R. Grier, Clerk to the Commission

(ADDITIONAL SIGNATURE PAGES FOLLOW)

(Executed in Counterparts for each City)

ITEM # 21-0535 8.24.21
SPECIAL CALL MEETING SCM

VERSION 16.21

APPROVED AS TO FORM

City Attorney

ATTEST:

City Clerk

CITY OF ALPHARETTA, GEORGIA:

By:
Mayor Jim Gilvin

APPROVED AS TO FORM

City Attorney

CITY OF CHATTAHOOCHEE HILLS, GEORGIA:

By: _____
Mayor Tom Reed

ATTEST:

City Clerk

APPROVED AS TO FORM

City Attorney

CITY OF COLLEGE PARK, GEORGIA:

By: _____
Mayor Bianca Motley Broom

ATTEST:

City Clerk

APPROVED AS TO FORM

Brad Bowman
Brad Bowman (Jul 26, 2021 10:34 EDT)

City Attorney

ATTEST:

Keshia McCullough

City Clerk

CITY OF EAST POINT, GEORGIA:

By: _____

Mayor Deana Holiday Ingraham

APPROVED AS TO FORM

City Attorney

ATTEST:

City Clerk

CITY OF FAIRBURN, GEORGIA:

By: _____
Mayor Elizabeth Carr-Hurst



APPROVED AS TO FORM

City Attorney

ATTEST:

City Clerk

CITY OF HAPEVILLE, GEORGIA:

By:
Mayor Alan Hallman

APPROVED AS TO FORM

City Attorney

CITY OF JOHNS CREEK, GEORGIA:

By: _____
Mayor Mike Bodker

ATTEST:

Allison Tarpley
City Clerk

APPROVED AS TO FORM

City Attorney June 11, 2021

ATTEST:

City Clerk

CITY OF MILTON, GEORGIA:

By: _____
Mayor Joe Lockwood

VER 06.16.21

APPROVED AS TO FORM

City Attorney

ATTEST:

City Clerk

CITY OF MOUNTAIN PARK, GEORGIA:

By: _____
Mayor Jim Still

APPROVED AS TO FORM

City Attorney

CITY OF PALMETTO, GEORGIA:

By:
Mayor J. Clark Boddie

ATTEST:

City Clerk

APPROVED AS TO FORM

City Attorney

CITY OF ROSWELL, GEORGIA:

By: _____
Mayor Lori Henry

ATTEST:

City Clerk

APPROVED AS TO FORM

City Attorney

CITY OF SANDY SPRINGS, GEORGIA:

By: _____
Mayor Rusty Paul

ATTEST:

City Clerk

P:\CAProjects\BOC\2021 TSPLOST\6.3.21 Draft 2021 TSPLOST IGA with Cities.clean.docx

APPROVED AS TO FORM

7/12/21
City Attorney

ATTEST:

7/12/21
City Clerk

CITY OF SOUTH FULTON, GEORGIA:

By:
Mayor William Edwards

CITY OF SOUTH FULTON SEAL 2017 GEORGIA

APPROVED AS TO FORM

City Attorney

CITY OF UNION CITY, GEORGIA:

By: _____
Mayor Vince Williams

ATTEST:

City Clerk

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EXHIBIT A

Following are the lists of Projects and Purposes ("Transportation Projects and Purposes") for each Jurisdiction proposed to be funded from the net proceeds of the Transportation Special Purpose Local Option Sales Tax (TSPLOST) pursuant to this Agreement, the estimated dollar amounts allocated for each transportation purpose, the schedule for distribution of funds, and the priority and order in which the TSPLOST net proceeds will be allocated:

NOTE: The net proceeds are estimated based upon the most recent projections of revenue that can reasonably be expected to be collected over the next five years in Fulton County outside of the City of Atlanta. They are not guaranteed. The following chart shows the estimates for each Jurisdiction (based on the most recent population projections) at three levels of priority (Tiers) – Tier 1 at 85% of forecast; Tier 2 at 100% of forecast; and Tier 3 at 115% of forecast (rounded to a grand total of $628 Million).

FULTON T-SPLOST FORECASTS (BASED ON 2019 CENSUS ESTIMATE)

Jurisdiction	2019 Total Population (Outside Atlanta)	2019 % of County Population (Outside Atlanta)	Tier 1 Revenues (85% of Forecast	Tier 1 & 2 Revenues (100% of Forecast)	Tier 1, 2 & 3 Revenue (115% of Forecast)
ALPHARETTA	67,213	11.22%	$52,052,526	$61,238,266	$70,424,006
CHATTAHOOCHEE HILLS	3,318	0.55%	$2,569,596	$3,023,055	$3,476,513
COLLEGE PARK	15,159	2.53%	$11,739,756	$13,811,478	$15,883,200
EAST POINT	34,875	5.82%	$27,008,642	$31,774,873	$36,541,104
FAIRBURN	16,768	2.80%	$12,985,832	$15,277,449	$17,569,066
HAPEVILLE	6,534	1.09%	$5,060,200	$5,953,176	$6,846,152
JOHNS CREEK	84,579	14.11%	$65,501,474	$77,060,558	$88,619,642
MILTON	39,587	6.61%	$30,657,809	$36,068,011	$41,478,213
MOUNTAIN PARK	568	0.09%	$439,883	$517,509	$595,135
PALMETTO	4,851	0.81%	$3,756,815	$4,419,782	$5,082,749
ROSWELL	94,763	15.81%	$73,388,384	$86,339,275	$99,290,166
SANDY SPRINGS	109,452	18.27%	$84,764,153	$99,722,533	$114,680,913
SOUTH FULTON	99,155	16.55%	$76,789,731	$90,340,860	$103,891,989
UNION CITY	22,399	3.74%	$17,346,711	$20,407,895	$23,469,079
Totals	**599,221**	**100.00%**	**$464,061,512**	**$545,954,720**	**$627,847,927**

City of Alpharetta

Purpose/Projects	TSPLOST Purpose Cost
ALPHARETTA TIER 1 PURPOSES/PROJECTS	
Pedestrian / Bike Improvement	**$27,445,000**
Mid-Block Crosswalk (Alpharetta Elementary School)	
Mid-Block Crosswalk (Manning Oaks Elementary School)	
Improved Crossing from Parking Deck to north side of Milton Ave	
Improved Pedestrian Crossings from City Center to Churches	
Mid-Block Crosswalk (Cogburn Road Park)	
Mid-Block Crosswalk (Mid Broadwell Rd at Charlotte Dr)	
Alpha Loop (Old Milton Pkwy to Northwinds Pkwy)	
4 Pedestrian Bridges (Windward Pkwy over Big Creek; Greenway access)	
North Point Pkwy Corridor	
Operations and Safety Improvement	**$11,607,526**
Raised intersection at Marietta St and Roswell St	
Tradewinds Ripple Effect Improvements	
Cumming St Corridor Improvements	
Roadway Project	**$13,000,000**
Webb Bridge Rd Improvements (Morris Rd to Greenway)	
TIER 1 TOTAL PURPOSE COSTS	**$52,052,526**
ALPHARETTA TIER 2 PURPOSES/PROJECTS	
Congestion Relief	**$2,000,000**
Kimball Bridge Rd Widening (Verizon to Georgia Power driveways)	
Operations and Safety Improvement	**$7,185,740**
Academy St Improvements	
Milton Ave Improvements (cost is an allocation)	
TIER 2 TOTAL PURPOSE COSTS	**$9,185,740**
ALPHARETTA TIER 3 PURPOSES/PROJECTS	
Operations and Safety Improvement	**$5,500,000**
Roundabout (Hopewell Rd at Vaughan Dr)	
Roundabout (Mayfield Rd at Canton St)	
Roundabout (Mayfield Rd at Providence Rd)	
Pedestrian / Bike Improvement	**$500,000**
Pedestrian Tunnel Under Haynes Bridge Road at GA 400 (Design/Concept)	
Maintenance and Safety Enhancements	**$2,500,000**
Milling and Resurfacing	
Program Management	**$685,740**
TIER 3 TOTAL PURPOSE COSTS	**$9,185,740**
TOTAL ALPHARETTA COSTS - ALL PURPOSES FOR TIERS 1-3	**$70,424,006**

City of Chattahoochee Hills

Purpose/Projects	TSPLOST Purpose Cost
CHATTAHOOCHEE HILLS TIER 1 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	**$2,389,725**
Quick Response Projects	**$51,391**
Project Management	**$128,480**
TIER 1 TOTAL PURPOSE COSTS	**$2,569,596**
CHATTAHOOCHEE HILLS TIER 2 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	**$421,716**
Quick Response Projects	**$9,070**
Project Management	**$22,673**
TIER 2 TOTAL PURPOSE COSTS	**$453,459**
CHATTAHOOCHEE HILLS TIER 3 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	**$421,716**
Quick Response Projects	**$9,069**
Project Management	**$22,673**
TIER 3 TOTAL PURPOSE COSTS	**$453,458**
TOTAL CHATTAHOOCHEE HILLS COSTS - ALL PURPOSES FOR TIERS 1-3	**$3,476,513**

City of College Park

Purpose/Projects	TSPLOST Purpose Cost
COLLEGE PARK TIER 1 PURPOSES/PROJECTS	
Quick Response Projects	**$11,739,756**
Quick Response Projects	
Rhodes Street	
TIER 1 TOTAL PURPOSE COSTS	**$11,739,756**
COLLEGE PARK TIER 2 PURPOSES/PROJECTS	
Operations and Safety	**$690,574**
Global Gateway	
Roadway Projects	**$690,574**
Columbia Avenue	
Operation and Safety Improvements	**$690,574**
TIER 2 TOTAL PURPOSE COSTS	**$2,071,722**
COLLEGE PARK TIER 3 PURPOSES/PROJECTS	
Roadway Projects	**$2,071,722**
TIER 3 TOTAL PURPOSE COSTS	**$2,071,722**
TOTAL COLLEGE PARK COSTS - ALL PURPOSES FOR TIERS 1-3	**$15,883,200**

City of East Point

Purpose/Projects	TSPLOST Purpose Cost
EAST POINT TIER 1 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	**$12,316,142**
Resurfacing	
Pedestrian and Bike Improvements	**$7,350,000**
EP Path #2	
City Wide Sidewalk Program	
City Wide Traffic Calming	
Sylvan Rd Sidewalk (Cleveland Ave to City Limits – Hapeville)	
Sylvan Rd Sidewalk (Winburn Dr. to City Limits – Atlanta)	
N. Commerce Dr. Sidewalk (Shelby Ln to Redwine Rd)	
Dodson Dr. (Earl Godfrey Cir to Hogan Rd)	
Dodson Dr. Connector (Washington Rd to Stone Rd)	
Headland Terrace Bike and Pedestrian Improvements	
Operations and Safety Improvements	**$6,450,000**
City Wide ITS Enhancements – Traffic Signal and Pedestrian Signal Upgrades	
Welcome All Rd Intersection Improvements (GDOT PI 0016063) – Local Match Funds	
Janice Dr. Intersection Improvements	
Washington Rd @ W. Taylor Intersection Improvement	
N. Commerce Dr. @ Centre Pkwy Intersection Improvement	
Project Management	**$892,500**
TIER 1 TOTAL PURPOSE COSTS	**$27,008,642**
EAST POINT TIER 2 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	**$3,266,231**
Resurfacing	
Operations and Safety Improvements	**$1,500,000**
North Desert Drive Extension – Phase II	
TIER 2 TOTAL PURPOSE COSTS	**$4,766,231**
EAST POINT TIER 3 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	**$1,564,044**
Resurfacing	
Pedestrian and Bike Improvements	**$2,674,415**
N. Desert Dr. Sidewalk (Camp Creek Pkwy to Redwine Rd)	
EP PATH – Phase 3	
Operations and Safety Improvements	**$527,772**
City Wide – Operations and Safety Projects, Quick Response, Bridge Repair, Roadway Maintenance and Paving, Sidewalk Repair, ADA Improvements	

TIER 3 TOTAL PURPOSE COSTS	**$4,766,231**
TOTAL EAST POINT COSTS - ALL PURPOSES FOR TIERS 1-3	**$36,541,104**

City of Fairburn

Purpose/Projects	TSPLOST Purpose Cost
FAIRBURN TIER 1 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	**$4,083,332**
City-Wide Road Resurfacing	
Pedestrian and Bike Improvements	**$1,900,000**
Pedestrian and Bike Improvements (Phase 1)	
Roadway Projects	**$6,100,000**
Brooks Drive Widening & Reconstruction	
Oakley Industrial Boulevard/Cleckler Road Extension	
McLarin Road/E. Broad Street (Bohannon to Gallatt) Full-Depth Reclamation	
Gullatt Road Full-Depth Reclamation	
Quick Response Projects	**$300,000**
Project Management	**$602,500**
TIER 1 TOTAL PURPOSE COSTS	**$12,985,832**
FAIRBURN TIER 2 PURPOSES/PROJECTS	
Operations and Safety Improvements	**$750,000**
Quiet Zone R/R Crossings	
Pedestrian and Bike Improvements	**$1,136,617**
Pedestrian and Bike Improvements (Phase 2)	
Roadway Projects	**$350,000**
Oakley Industrial Boulevard Extension (Design Only)	
Project Management	**$55,000**
TIER 2 TOTAL PURPOSE COSTS	**$2,291,617**
FAIRBURN TIER 3 PURPOSES/PROJECTS	
Congestion Relief	**$500,000**
Operation and Safety Improvements	**$600,000**
Pedestrian and Bike Improvements	**$300,000**
Pedestrian and Bike Improvements (Phase 3)	
Roadway Projects	**$802,717**
Dodd Street Roundabout	
Quick Response Projects	**$38,900**
Project Management	**$50,000**
TIER 3 TOTAL PURPOSE COSTS	**$2,291,617**
TOTAL FAIRBURN COSTS - ALL PURPOSES FOR TIERS 1-3	**$17,569,066**

City of Hapeville

Purpose/Projects	TSPLOST Purpose Cost
HAPEVILLE TIER 1 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	**$1,000,000**
Paving & Drainage	
Pedestrian and Bike Improvements	**$400,000**
Sidewalk, Curb & Gutter Repairs	
Roadway Project	**$3,600,000**
I-85 Soundwall	
Operation and Safety Improvements	**$60,200**
Traffic Signal & Street Signage	
TIER 1 TOTAL PURPOSE COSTS	**$5,060,200**
HAPEVILLE TIER 2 PURPOSES/PROJECTS	
Pedestrian and Bike Improvements	**$892,976**
King Arnold Pedestrian Improvement Project Phase 1	
TIER 2 TOTAL PURPOSE COSTS	**$892,976**
HAPEVILLE TIER 3 PURPOSES/PROJECTS	
Pedestrian and Bike Improvements	**$892,976**
King Arnold Pedestrian Improvement Project Phase 2	
TIER 3 TOTAL PURPOSE COSTS	**$892,976**
TOTAL HAPEVILLE COSTS - ALL PURPOSES FOR TIERS 1-3	**$6,846,152**

City of Johns Creek

Purpose/Projects	TSPLOST Purpose Cost
JOHNS CREEK TIER 1 PURPOSES/PROJECTS	
Bridges	**$7,471,265**
Congestion Relief	**$16,321,839**
Landscape/Streetscape	**$4,022,989**
Operations and Safety	**$18,719,864**
Pedestrian and Bike Improvements	**$18,965,517**
TIER 1 TOTAL PURPOSE COSTS	**$65,501,474**
JOHNS CREEK TIER 2 PURPOSES/PROJECTS	
Bridges	**$2,873,563**
Congestion Relief	**$393,891**
Operations and Safety	**$1,395,078**
Pedestrian and Bike Improvements	**$6,896,552**
TIER 2 TOTAL PURPOSE COSTS	**$11,559,084**
JOHNS CREEK TIER 3 PURPOSES/PROJECTS	
Pedestrian and Bike Improvements	**$11,559,084**
TIER 3 TOTAL PURPOSE COSTS	**$11,559,084**
TOTAL JOHNS CREEK COSTS - ALL PURPOSES FOR TIERS 1-3	**$88,619,642**

City of Milton

Purpose/Projects	TSPLOST Purpose Cost
MILTON TIER 1 PURPOSES/PROJECTS	
Operations and Safety	**$11,000,000**
Cox Road Intersection Improvements	
Intersection Efficiency Improvements	
Intersection Safety Improvements	
Pedestrian and Bike Improvements	**$6,000,000**
Bike Accommodations	
Pedestrian Enhancements/Streetscape	
Community Trail Prioritization	
Bridges	**$4,000,000**
Maintenance and Safety Enhancements	**$8,000,000**
Road Paving	
Local Road Safety	
Quick Response	**$1,000,000**
Program Management	**$657,809**
TIER 1 TOTAL PURPOSE COSTS	**$30,657,809**
MILTON TIER 2 PURPOSES/PROJECTS	
Operations and Safety	**$3,000,000**
Pedestrian and Bike Improvements	**$2,410,202**
TIER 2 TOTAL PURPOSE COSTS	**$5,410,202**
MILTON TIER 3 PURPOSES/PROJECTS	
Operations and Safety	**$2,000,000**
Pedestrian and Bike Improvements	**$2,410,202**
Quick Response	**$1,000,000**
TIER 3 TOTAL PURPOSE COSTS	**$5,410,202**
TOTAL MILTON COSTS - ALL PURPOSES FOR TIERS 1-3	**$41,478,213**

City of Mountain Park

Purpose/Projects	TSPLOST Purpose Cost
MOUNTAIN PARK TIER 1 PURPOSES/PROJECTS	
QUICK RESPONSE	**$439,883**
TIER 1 TOTAL PURPOSE COSTS	**$439,883**
MOUNTAIN PARK TIER 2 PURPOSES/PROJECTS	
QUICK RESPONSE	**$77,626**
TIER 2 TOTAL PURPOSE COSTS	**$77,626**
MOUNTAIN PARK TIER 3 PURPOSES/PROJECTS	
QUICK RESPONSE	**$77,626**
TIER 3 TOTAL PURPOSE COSTS	**$77,626**
TOTAL MOUNTAIN PARK COSTS - ALL PURPOSES FOR TIERS 1-3	**$517,509**

City of Palmetto

Purpose/Projects	TSPLOST Purpose Cost
PALMETTO TIER 1 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	**$3,700,000**
Resurfacing	
Quick Response Projects	**$56,815**
TIER 1 TOTAL PURPOSE COSTS	**$3,756,815**
PALMETTO TIER 2 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	**$600,000**
Resurfacing	
Quick Response Projects	**$62,967**
TIER 2 TOTAL PURPOSE COSTS	**$662,967**
PALMETTO TIER 3 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	**$600,000**
Resurfacing	
Quick Response Projects	**$62,967**
TIER 3 TOTAL PURPOSE COSTS	**$662,967**
TOTAL PALMETTO COSTS - ALL PURPOSES FOR TIERS 1-3	**$5,082,749**

City of Roswell

Purpose/Projects	TSPLOST Purpose Cost
ROSWELL TIER 1 PURPOSES/PROJECTS	
Pedestrian and Bike Improvements	**$17,078,384**
Old Alabama Rd Multi-use Trail (Market Blvd to Holcomb Woods Pkwy)	
Old Alabama Rd Multi-use Trail (Holcomb Woods Pkwy to Big Creek Park)	
Holcomb Bridge Road Multi-Use Trail (Boston Market to Martin Landing Dr)	
Holcomb Bridge Road Multi-Use Trail (Martins Landing Dr to Eves Rd)	
Woodstock Road Multi-Use Trail	
River Eves Elementary School Multi-use Trail (off system trail)	
Chattahoochee River Parks Multi-Use Trail Rehab	
Operations and Safety	**$47,110,000**
Riverside Road Corridor Improvements	
Corridor Improvements for Grimes Bridge, Dogwood, Old Dogwood Roads	
Nesbit Ferry Rd – Corridor Improvement with Johns Creek	
Pine Grove Rd / Magnolia St Corridor Improvements (Mimosa Blvd to Lake Charles Rd)	
Pine Grove Rd Corridor Improvements (Lake Charles Rd to Cobb County)	
Old Ellis Rd Extension	
Big Creek Pkwy phase 2 – Warsaw Connection	
Cox Road Intersection Improvements (at Etris Rd and at King Rd)	
Bridges	**$4,200,000**
Norcross Street Bridge Replacement	
Program Management	**$5,000,000**
TIER 1 TOTAL PURPOSE COSTS	**$73,388,384**
ROSWELL TIER 2 PURPOSES/PROJECTS	
Operations and Safety Improvements	**$3,550,891**
Intersection Improvements	
Pedestrian and Bike Improvements	**$3,877,000**
Bike/Ped Master Plan/Creek way Trails Implementation such as Hog Wallow Creek Trail	
Maintenance and Safety Enhancements	**$5,523,000**
Big Creek Greenway Boardwalk Repairs	
TIER 2 TOTAL PURPOSE COSTS	**$12,950,891**

ROSWELL TIER 3 PURPOSES/PROJECTS	
Bridges	**$3,500,000**
Bridge Replacement	
Operations and Safety	**$5,500,000**
Intersection Improvements	
Intelligent Transportation Systems - Master Plan Update and Implementation - Automated Vehicle Technology	
Pedestrian and Bike Improvements	**$3,950,891**
Bike / Ped Master Plan Implementation	
TIER 3 TOTAL PURPOSE COSTS	**$12,950,891**
TOTAL ROSWELL COSTS - ALL PURPOSES FOR TIERS 1-3	**$99,290,166**

City of Sandy Springs

Purpose/Projects	TSPLOST Purpose Cost
SANDY SPRINGS TIER 1 PURPOSES/PROJECTS	
Operations and Safety Improvements	**$18,325,000**
Intelligent Transportation System Program	
Johnson Ferry Rd at Peachtree Dunwoody Rd Improvements	
Boylston Drive Sidepath & Realignment	
Roswell Road North Boulevard Project	
Pedestrian and Bike Improvements	**$21,779,153**
Sidewalk Program	
Lake Forrest Sidewalk	
SR 400 Multi-Use Trail	
Glenridge Dr., Hammond to south of Wellington Trace	
Design for Tier 2 Sidepath / Walk Design	
Bridges	**$6,160,000**
Bridge Program	
Congestion Relief	**$38,500,000**
Hammond Drive Widening	
TIER 1 TOTAL PURPOSE COSTS	**$84,764,153**
SANDY SPRINGS TIER 2 PURPOSES/PROJECTS	
Pedestrian and Bike Improvements	**$14,958,380**
Roberts Drive Sidepath, Roswell Rd to Dunwoody Pl	
Johnson Ferry Rd. Sidepath, Glenridge Dr. to Peachtree Dunwoody Rd	
TIER 2 TOTAL PURPOSE COSTS	**$14,958,380**
SANDY SPRINGS TIER 3 PURPOSES/PROJECTS	
Pedestrian and Bike Improvements	**$4,958,380**
Powers Ferry Sidepath, City Limits to Dupree	
Maintenance and Safety Enhancements	**$10,000,000**
Roadway Maintenance and Paving	
TIER 3 TOTAL PURPOSE COSTS	**$14,958,380**
TOTAL SANDY SPRINGS COSTS - ALL PURPOSES FOR TIERS 1-3	**$114,680,913**

City of South Fulton

Purpose/Projects	TSPLOST Purpose Cost
CITY OF SOUTH FULTON TIER 1 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	**$14,435,180**
Resurfacing of Corridors	
Albania Drive	
Bakers Ferry Rd SW	
Bishop Rd	
Boat Rock Rd SW	
Colonist Drive	
Delano Road	
Derrick Road	
Dood Roa	
Feldwood Pl	
Garrison Drive	
Graham Dr	
Gullatt Road	
Gwendoline Drive	
Hobgood Rd	
Jones Road	
Koweta TRL	
Line Creek	
Mason Road	
Mcclure Road	
Milam Rad	
Miles Rd	
Old Campbellton Rd SW	
Old Fairburn Road	
Ono Rd	
Pittman Rd	
Research Drive	
Short Rd	
Stacks Rd	
Union Road	
Vandiver Road	
Village Dr SW	
Westlake PKWY SW	
White City Rd	
White Mill Rd	
Wilkerson Mill Rd	
Will Lee Road	

Subdivision Resurfacing Toppings
Cedar Grove Village
Oaks at Flat Shoals
Parkview Estates
Rose Crest

Subdivisions Resurfacing
Bentwood Village
Bethsaida Woods
Cambridge Commons
Cascade Glen
Cascade Manor
Creekside
Fulton Industrial Area
Heritage Park
Herndon Woods
Herron Creek
Highland Lake
Jailette Estates
Joshua Crossing
Kimberly (units 3, 4a & 4b
Lakes and Village at Cedar Grove
Lakeside Manor
Loch Lomond
Oakleaf Manor
Parkside-Fulton County
Pittman Park
Retreat at Jones Mill
Shoals Creek
Three Lakes
Walden Park
Wolf Creek Country (Excluding Current Toppings)
Woodside Hills

Bridges **$14,187,500**

Cochran Road
Demooney Road
Derrick Rd
Fairburn Rd

Koweta Rd	
Stacks Rd	
Operations and Safety Improvements	**$14,572,500**
Intersection Improvements	
Aldredge Road	
Bethlehem Rd	
Bethsaida Rd	
Butner Road	
Old Fairburn Road	
Ono Rd/Hobgood Rd	
Union Road	
Cascade Road	
Intersection Control Evaluation (ICE)	
Pedestrian Bike Improvements	**$25,976,200**
Bethsaida Road	
Cascade Road	
Fairburn Road	
Flat Shoals Road	
Fulton Industrial Area	
Jerome Road	
Merk Road	
Union Road	
Welcome All Road	
Quick Response Projects	**$3,010,967**
Project Management	**$4,607,384**
TIER 1 TOTAL PURPOSE COSTS	**$76,789,731**
CITY OF SOUTH FULTON TIER 2 PURPOSES/PROJECTS	
Bridges	**$4,075,000**
Harris Rd	
Ono Rd	
Operations and Safety	
Intersection Improvements	**$4,540,000**
Bethsaida Road	
Campbellton Road	
Cascade Palmetto Highway	
Cascade-Palmetto Highway	

Enon Road	
South Fulton Parkway	
Pedestrian Bike Improvements	**$3,520,400**
Cascade Road	
Scarborough Road	
Quick Response Projects	**$602,661**
Project Management	**$813,068**
TIER 2 TOTAL PURPOSE COSTS	**$13,551,129**
CITY OF SOUTH FULTON TIER 3 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	**$2,056,894**
Resurfacing of Corridors	
Binford Road	
Easton Drive	
Elva Drive	
Hall Road	
Herndon Rd	
Hillside Road	
Hillside Way	
John Rivers Rd	
Koweta Rd	
Washington Road	
Subdivisions Resurfacing	
Loch Lomond	
Operations and Safety Improvements	**$1,000,000**
Intersection Improvements	
Fulton Industrial Area	
Pedestrian and Bike Improvements	**$9,139,122**
Creel Road	
Old Fairburn Road	
Wallace Road	
Quick Response Projects	**$542,045**
Project Management	**$813,068**
TIER 3 TOTAL PURPOSE COSTS	**$13,551,129**
TOTAL SOUTH FULTON COSTS - ALL PURPOSES FOR TIERS 1-3	**$103,891,989**

City of Union City

Purpose/Projects	TSPLOST Purpose Cost
UNION CITY TIER 1 PURPOSES/PROJECTS	
Congestion Relief	**$2,000,000**
Dixie Lake Road at SR14/Roosevelt Highway Intersection Improvements	
Maintenance and Safety Enhancements	**$3,000,000**
Resurfacing of Various Corridors	
Operations and Safety	**$900,000**
Raymond Drive & Raymond Terrace Resurfacing & Sidewalk Improvements	
Pedestrian and Bike Improvements	**$10,046,711**
Union City Pedestrian & Cyclist Greenway Trail	
Pedestrian Improvements on Various Corridors	
Quick Response Projects	**$500,000**
Project Management	**$900,000**
TIER 1 TOTAL PURPOSE COSTS	**$17,346,711**
UNION CITY TIER 2 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	**$500,000**
Resurfacing of Various Corridors	
Pedestrian and Bike Improvements	**$2,500,000**
Union City Pedestrian & Cyclist Greenway Trail	
SR138 Sidewalks & Gateway Improvements	
Project Management	**$61,184**
TIER 2 TOTAL PURPOSE COSTS	**$3,061,184**
UNION CITY TIER 3 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	**$750,000**
Resurfacing of Various Corridors	
Pedestrian and Bike Improvements	**$1,400,000**
Union City Pedestrian & Cyclist Greenway Trail	
Pedestrian Improvements on Various Corridors	
Quick Response Projects	**$650,000**
Project Management	**$261,184**
TIER 3 TOTAL PURPOSE COSTS	**$3,061,184**
TOTAL UNION CITY COSTS - ALL PURPOSES FOR TIERS 1-3	**$23,469,079**

GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, we recommend reporting this to the Department of Community Affairs.

COUNTY: FULTON COUNTY	**Service: Vehicle Maintenance**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☒ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):**Type Name of the single Government, Authority or Organization Here**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of the single Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Fulton County, Alpharetta, Atlanta, Chattahoochee Hills, South Fulton, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, Union City**

e.) ☐ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County, Alpharetta, Atlanta	General Funds, Grants
Chattahoochee Hills, South Fulton	General Funds, Grants
College Park, East Point, Fairburn	General Funds, Grants
Hapeville, Johns Creek, Milton	General Funds, Grants
Mountain Park, Palmetto, Roswell	General Funds, Grants
Sandy Springs, Union City	General Funds, Grants

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

Added cities since the last SDS submission

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

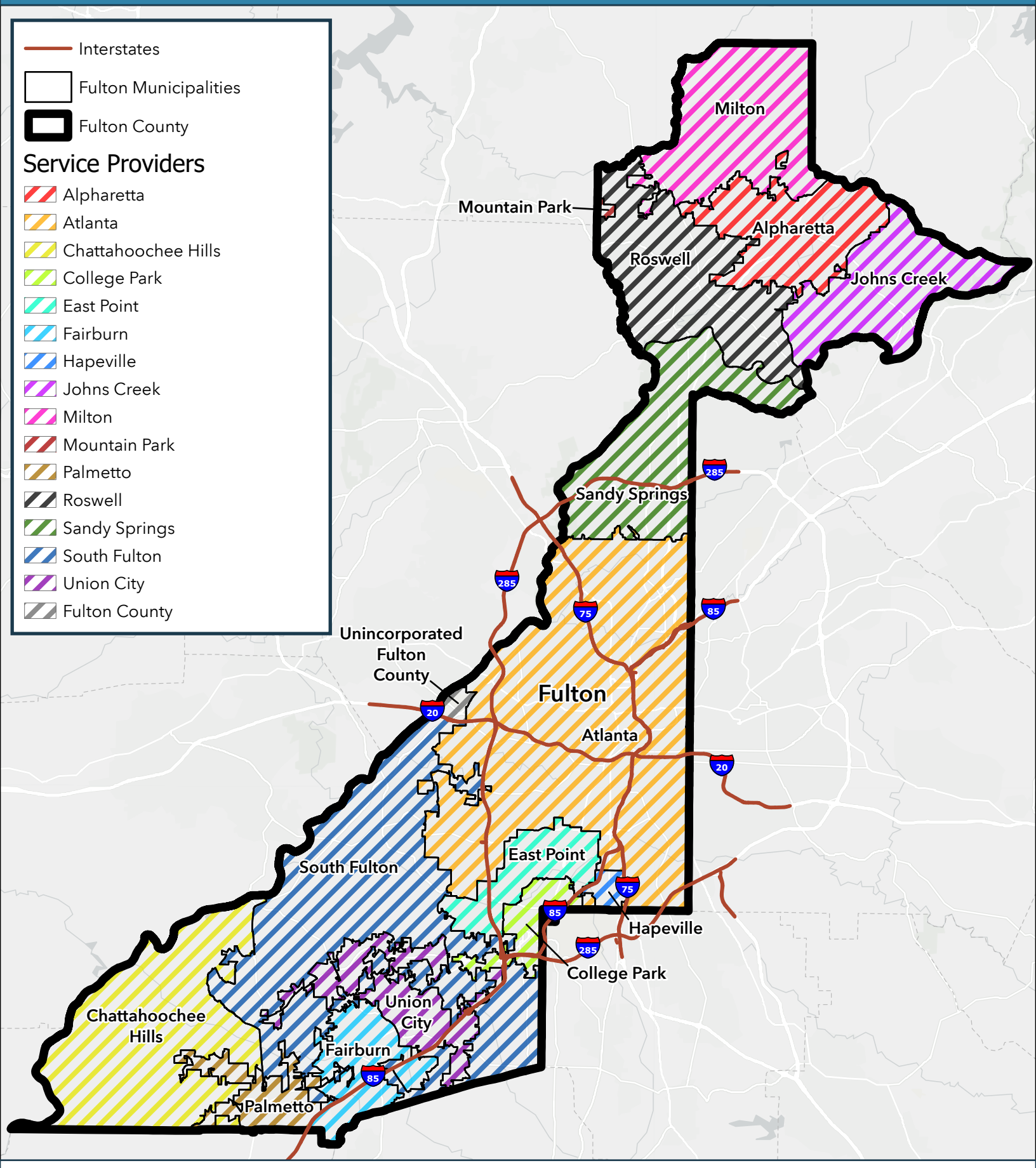
Not Applicable

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

Fulton County - SDS 2026 Vehicle Maintenance Service Map



GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, we recommend reporting this to the Department of Community Affairs.

COUNTY: FULTON COUNTY	**Service: Warming and Cooling Center**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):**Type Name of the single Government, Authority or Organization Here**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of the single Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Fulton County, Alpharetta, Atlanta, Chattahoochee Hills, South Fulton, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, Union City**

e.) ☐ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County, Alpharetta, Atlanta	General Funds, Grants
Chattahoochee Hills, South Fulton	General Funds, Grants
College Park, East Point, Fairburn	General Funds, Grants
Hapeville, Johns Creek, Milton	General Funds, Grants
Mountain Park, Palmetto, Roswell	General Funds, Grants
Sandy Springs, Union City	General Funds, Grants

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

Added this Service to this SDS submission

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Name Agreement Here	List Contracting Parties Here	Effective - End
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Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

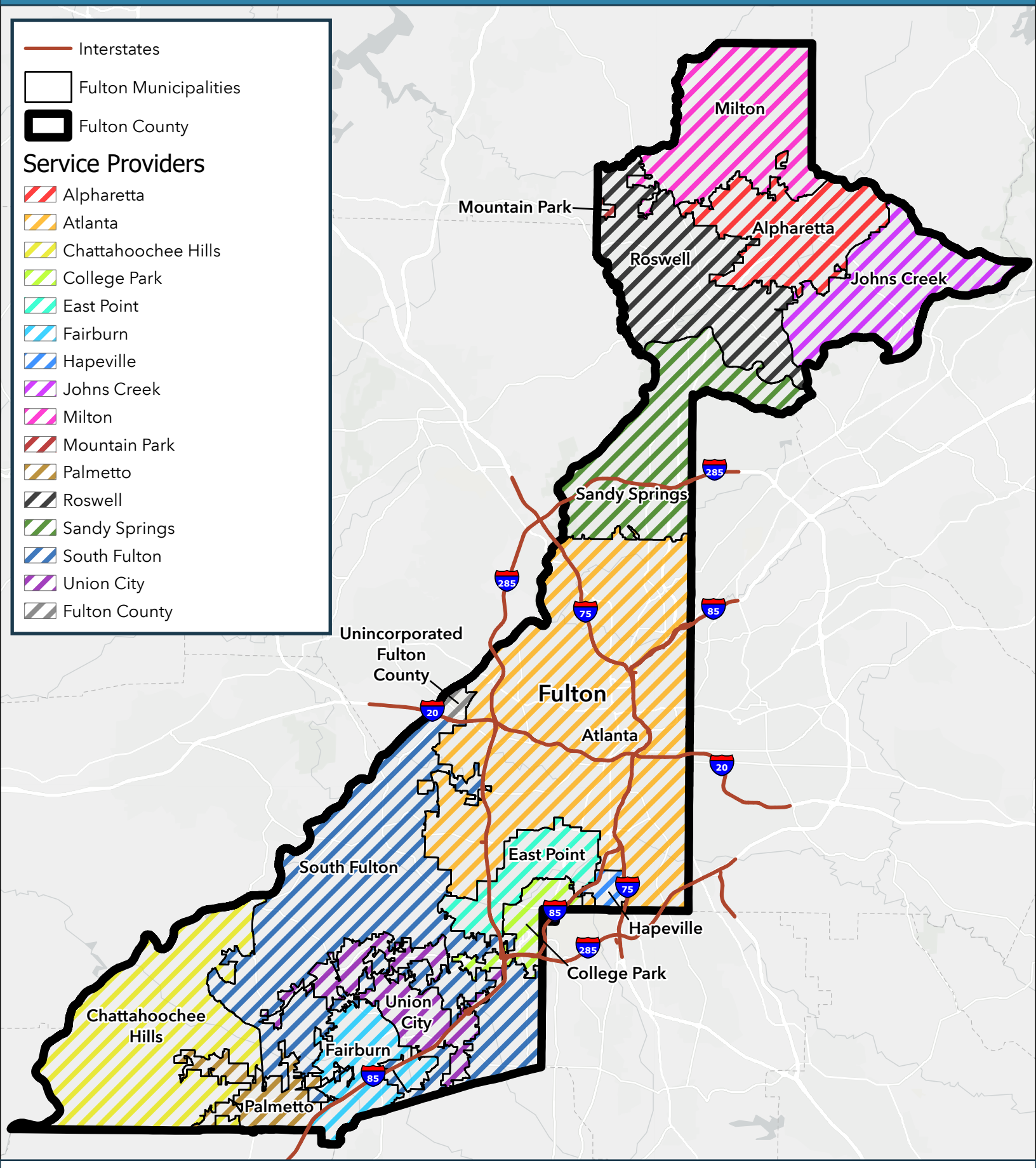
Not Applicable

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

Fulton County - SDS 2026 Warming and Cooling Center Service Map



FULTON COUNTY

GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY: FULTON COUNTY	**Service: Engineering**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):**Type Name of the single Government, Authority or Organization Here**

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e.) ☐ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.



SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County, Alpharetta, Atlanta	General Funds, TSPLOST, Grants, Fees
Chattahoochee Hills, South Fulton	General Funds, TSPLOST, Grants, Fees
College Park, East Point, Fairburn	General Funds, TSPLOST, Grants, Fees
Hapeville, Johns Creek, Milton	General Funds, TSPLOST, Grants, Fees
Mountain Park, Palmetto, Roswell	General Funds, TSPLOST, Grants, Fees
Sandy Springs, Union City	General Funds, TSPLOST, Grants, Fees

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

Added more ciites since the last SDS submission

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

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6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

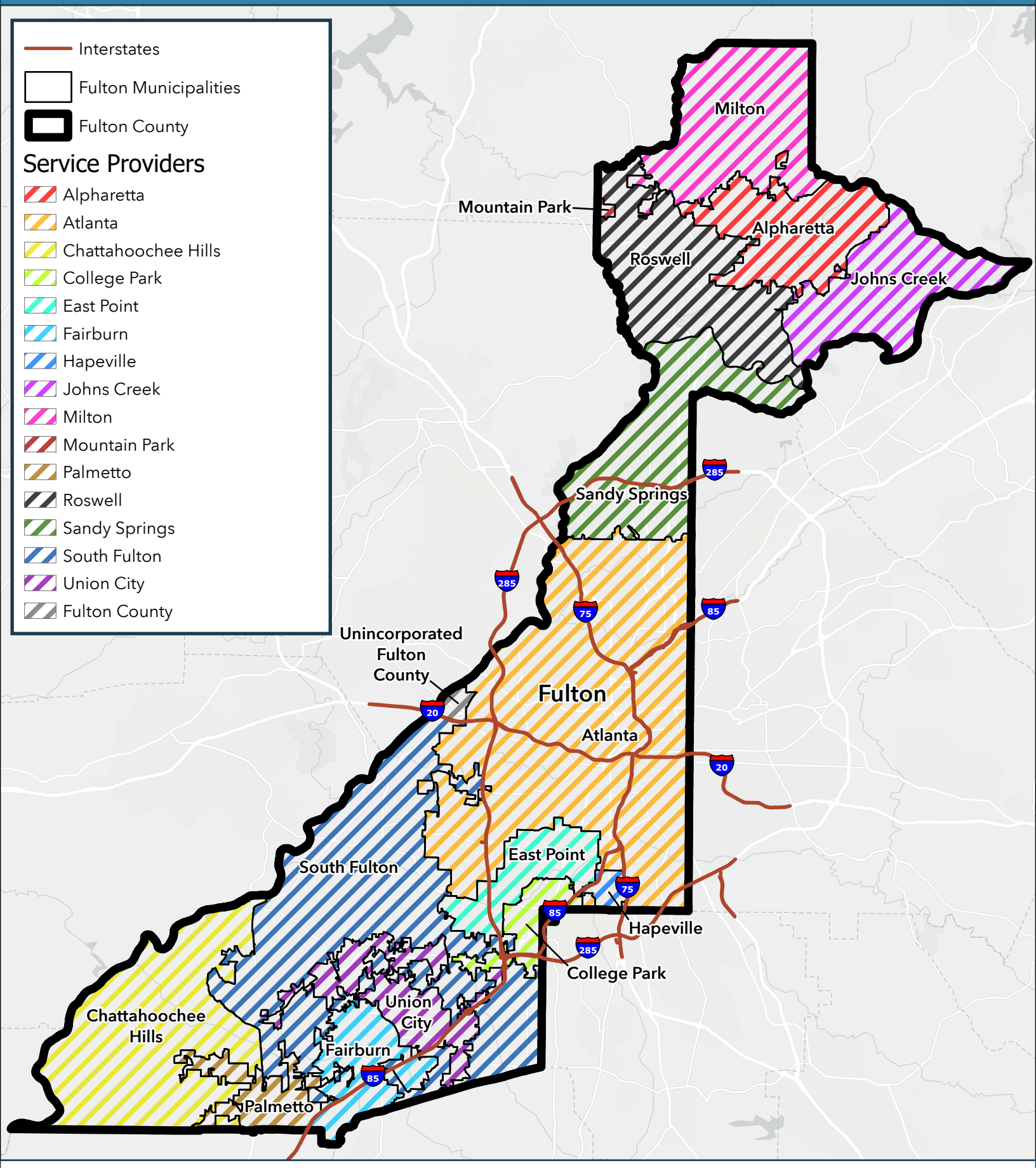
Not Applicable

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

Fulton County - SDS 2026 Traffic Engineering, Signals, and Signage Service Map



FULTON COUNTY

A RESOLUTION BY THE FULTON COUNTY BOARD OF COMMISSIONERS AUTHORIZING THE IMPOSITION OF A 0.75 PERCENT SALES AND USE TAX AS AUTHORIZED BY PART 2 OF ARTICLE 5a OF CHAPTER 8 OF TITLE 48 OF THE OFFICIAL CODE OF GEORGIA; SPECIFYING THE SPECIFIC TRANSPORTATION PURPOSES TO BE FUNDED; SPECIFYING THE APPROXIMATE COST OF SUCH TRANSPORTATION PURPOSES; SPECIFYING THE MAXIMUM PERIOD OF TIME FOR WHICH THE TAX MAY BE IMPOSED AND THE RATE THEREOF; SPECIFYING THE LIST OF PROJECTS AND PURPOSES QUALIFYING AS TRANSPORTATION PURPOSES TO BE FUNDED; REQUESTING THE ELECTION SUPERINTENDENT TO CALL FOR A BALLOT REFERENDUM TO APPROVE THE IMPOSITION OF SUCH SALES AND USE TAX; APPROVING THE FORM OF THE BALLOT TO BE USED IN SUCH AN ELECTION; AND FOR OTHER PURPOSES.

WHEREAS, Part 2 of Article 5a of Chapter 8 of Title 48 of the Official Code of Georgia authorizes the imposition of a transportation special purpose local option sales and use tax ("TSPLOST") within a metropolitan county special district which is outside the boundaries of a metropolitan municipality special district ("Special District"), the proceeds of which shall be used only for transportation purposes; and

WHEREAS, the Board of Commissioners of Fulton County, Georgia, has determined that it is in the best interests of the citizens of Fulton County to impose a 0.75 percent TSPLOST within the Special District to raise approximately $545,954,720.00, which amount shall be the maximum amount of the net proceeds to be raised by the TSPLOST; and

WHEREAS, on June 9, 2021, the Board of Commissioners delivered a written notice to the mayor in each qualified municipality located within the Special District regarding the imposition of the TSPLOST; and

WHEREAS, the June 9, 2021 notice contained the date, time, place, and purpose of a June 30, 2021 meeting at which the governing authority of Fulton County and each qualified municipality within the Special District were to meet to discuss possible projects for inclusion in the referendum and the rate of the TSPLOST; and

WHEREAS, the notice was delivered at least 10 days prior to the June 30, 2021 meeting, and the meeting was held at least 30 days prior to the date the elections superintendent will be authorized herein to issue of a call for the referendum; and

WHEREAS, the County and the qualifying municipalities within the Special District have entered into an intergovernmental agreement with respect to the TSPLOST, a true and correct copy of which is attached and incorporated hereto as "Exhibit A"; and

WHEREAS, the qualifying municipalities within the Special District represent at least 60 percent of the total population of the Special District.

NOW, THEREFORE, BE IT RESOLVED, that, should the proposed TSPLOST be approved by the voters within the Special District, proceeds from the tax be utilized for the purpose of transportation improvements and congestion reduction as outlined in the purposes and list of projects attached hereto as "Exhibit B".

BE IT FURTHER RESOLVED, that, should the proposed TSPLOST be approved by the voters within the Special District, in order to finance the projects and purposes identified herein, a TSPLOST in the amount of 0.75 percent on all sales and uses in the County is hereby authorized to be levied and collected within the Special District as provided by law.

BE IT FURTHER RESOLVED, that the approximate cost of the transportation purposes, which is also the maximum amount of the net proceeds raised from the tax, is $545,954,720.00.

BE IT FURTHER RESOLVED, that a minimum of 30 percent of the estimated revenue from the tax will be expended on projects consistent with the state-wide strategic transportation plan as defined in O.C.G.A. § 32-2-22(a)(6).

BE IT FURTHER RESOLVED, that the maximum period of time for which the tax will be imposed is five (5) years, beginning on April 1, 2022, and ending on March 31, 2027.

BE IT FURTHER RESOLVED, that the Fulton County election superintendent is hereby requested to issue the call for an election for the purposes of submitting to the electors of the Special District the question of whether the TSPLOST should be approved, and to publish the date and purpose of the election in the official County newspaper on a weekly basis for the four weeks preceding the date of the election.

BE IT FURTHER RESOLVED, that the election shall be held on November 2, 2021, and the ballots used in the election shall have written or printed thereon a question substantially similar to "Exhibit C" attached hereto and incorporated by reference.

BE IT FURTHER RESOLVED, that the Clerk to the Commission shall forward a certified copy of this Resolution to the Fulton County Elections Superintendent/Fulton County Board of Registration and Elections immediately upon approval.

BE IT FURTHER RESOLVED, that this Resolution shall become effective upon its adoption, and that all resolutions and parts of resolutions in conflict with this Resolution are hereby repealed to the extent of the conflict.

SO PASSED AND ADOPTED, this 2nd day of August 2021.

FULTON COUNTY BOARD OF COMMISSIONERS

SPONSORED BY:

Chairman Robert L. Pitts

ITEM# 21-0535 8.2.21
SPECIAL CALL MEETING

ATTEST:



Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM:

Kaye Woodard Burwell
Interim County Attorney

P:\CALegislation\BOC\Resolutions\2021 Resolutions\Pitts\08.02.21 Resolution Authorizing TSPLOST Referendum FINAL.docx

ITEM# 21-0535 SCM 8.2.21
SPECIAL CALL MEETING

STATE OF GEORGIA
COUNTY OF FULTON

INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF PROCEEDS GENERATED BY THE 2021 TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES TAX REFERENDUM

THIS INTERGOVERNMENTAL AGREEMENT ("IGA" or "Agreement") is made and entered into this _____ day of ~~July~~, 2021, by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter referred to as "**Fulton County**" or "**County**"); the **CITY of ALPHARETTA**; the **CITY OF CHATTAHOOCHEE HILLS**; the **CITY OF COLLEGE PARK**, the **CITY OF EAST POINT**; the **CITY OF FAIRBURN**; the **CITY OF HAPEVILLE;** the **CITY OF JOHNS CREEK**; the **CITY OF MILTON**; the **CITY OF MOUNTAIN PARK; the CITY OF PALMETTO**; the **CITY OF ROSWELL;** the **CITY OF SANDY SPRINGS**; the **CITY OF SOUTH FULTON**; and the **CITY OF UNION CITY** (hereinafter collectively referred to as the "Cities").

WITNESSETH

WHEREAS, the parties to this Agreement consist of Fulton County and all qualifying municipalities (hereinafter referred to as "Cities") located outside the city limits of the City of Atlanta, and located wholly or partially within Fulton County, Georgia; and

WHEREAS, the parties anticipate that Fulton County will approve and sign a Resolution authorizing the Fulton County Board of Registrations and Elections to call a Referendum on the issue of the imposition of a 0.75 percent Metropolitan County Transportation Special Purpose Local Option Sales Tax ("TSPLOST" or "Tax") to begin on April 1, 2022 and to conclude on March 31, 2027; and

WHEREAS, the law authorizing a Referendum on the issue of the imposition of the TSPLOST was amended during the 2018 Legislative Session of the Georgia General Assembly; and

WHEREAS, the parties desire to execute an Intergovernmental Agreement to control the distribution and use of TSPLOST proceeds received solely by Fulton County and one or more Cities located within Fulton County, containing a combined total of not less than sixty percent of the aggregate population located within the County outside the City of Atlanta; and

WHEREAS, for the purpose of the distribution of proceeds for the April 1, 2022 through March 31, 2027 TSPLOST, the Special District shall be known as the boundaries of Fulton County outside the city limits of the City of Atlanta; and

WHEREAS, the fourteen Cities located wholly or partially within Fulton County

and outside the city limits of the City of Atlanta have certified they are qualified municipalities and are eligible to receive distributions of the 0.75 percent TSPLOST Proceeds; and

WHEREAS, the parties hereto are interested in serving the needs of the residents of Fulton County by planning and performing transportation projects within the County and Cities which are parties to this Agreement; and

WHEREAS, the parties intend that the transportation projects which are the subject of this Agreement shall benefit residents of Fulton County and its Cities; and

WHEREAS, the County and the Cities located within Fulton County are committed to continue to work together to improve the County's transportation infrastructure; and

WHEREAS, the County and all its Cities have identified transportation needs that are important to the current and future well-being of their residents and have determined that proceeds from the TSPLOST should be used to address a portion of these needs.

NOW, THEREFORE, in consideration of the mutual promises and understandings herein made and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do consent and agree as follows:

1.

This Agreement is conditioned upon a Referendum to be approved by a majority of the voters of Fulton County to impose a TSPLOST of 0.75 percent which shall commence on April 1, 2022 and continue to, through and including March 31, 2027.

2.

Pursuant to O.C.G.A. § 48-8-269.13, one percent (1.0%) of the amount of TSPLOST proceeds collected beginning April 1, 2022 shall be paid into the General Fund of the State of Georgia ("State") treasury in order to defray the costs of administration of the Georgia Department of Revenue. One-half of one percent (0.5%) of the tax proceeds (County oversight) shall be allocated to the County by the State to provide for any costs associated with the administration of the TSPLOST Program. Such cost shall include the support, maintenance and operation of the Fulton Transportation Investment Citizen's Oversight Council, the annual audit and the overall program administration, at a minimum. The remaining ninety-eight and one-half percent (98.5%) of the amount collected from the TSPLOST Tax proceeds (hereinafter known as the "net proceeds") beginning April 1, 2022 and ending March 31, 2027, shall be distributed by the State of Georgia to the County and all qualified Cities outside of the city limits of the City of Atlanta, and shall be allocated to each jurisdiction based on the percentages shown in the table below in Paragraph 3.

3.

DISTRIBUTION PERCENTAGES

City of Alpharetta	11.22%
City of Chattahoochee Hills	0.55%
City of College Park	2.53%
City of East Point	5.82%
City of Fairburn	2.80%
City of Hapeville	1.09%
City of Johns Creek	14.11%
City of Milton	6.61%
City of Mountain Park	0.09%
City of Palmetto	0.81%
City of Roswell	15.81%
City of Sandy Springs	18.27%
City of South Fulton	16.55%
City of Union City	3.74%
Total	**100.00%**

(A) To facilitate the distribution of net proceeds, the parties agree that the sum of Five Hundred Forty-five Million Nine Hundred Fifty-Four Thousand Seven Hundred Twenty and 00/100 Dollars ($545,954,720.00) shall represent an estimate of the maximum net proceeds to be derived from the subject TSPLOST during its five year term.

(B) The parties agree that the aggregate total distribution received by the Cities shall amount to one hundred percent (100%) of the net proceeds distributed by the State.

(C) The percentage of total net proceeds calculated for each City based on the above distribution shall be adjusted proportionally, if necessary, to ensure that the Cities

on an aggregate basis receive the full one hundred (100%) of net proceeds distributed by the State, as agreed to by the parties.

(D) The parties agree that no project will be given preference in the funding and distribution process in such a way that the monthly distribution formula is affected.

(F) Should any jurisdiction choose not to be a party to this Agreement, said jurisdiction's allocation of the net proceeds shall be 0%. If a City chooses not to be party to this agreement, the DISTRIBUTION PERCENTAGES provided under Paragraph #3 shall be adjusted to reflect new percentages based on that city's population being removed from the calculation.

4.

In recognition of the need for transportation improvements across the County and its Cities, the parties agree that the total net proceeds shall be utilized for transportation purposes, as defined in O.C.G.A. § 48-8-260(4) and § 48-8-121.

5.

The projects and purposes ("Transportation Projects and Purposes") to be funded from the net proceeds of the TSPLOST pursuant to this Agreement, the estimated dollar amounts allocated for each transportation purpose, and the schedule for distribution of funds are contained in Exhibit "A" which is attached hereto, incorporated herein by this reference, and made a part of this Agreement. The parties acknowledge and agree that 30% of the estimate revenues are being expended on projects that are consistent with the Statewide Strategic Transportation Plan as defined in O.C.G.A. § 32-2-22. The priority and order in which the TSPLOST proceeds will be fully or partially funded is shown in Exhibit A.

6.

Except as otherwise provided herein, the TSPLOST which is the subject of the November 2, 2021 Referendum shall continue for a period of five years from April 1, 2022 until March 31, 2027, unless otherwise terminated earlier pursuant to O.C.G.A. § 48-8-269.10.

7.

All Transportation Projects included in this Agreement shall be funded in whole or in part from net proceeds from the TSPLOST authorized by law except as otherwise agreed in writing by the parties.

8.

The net proceeds from the TSPLOST shall be maintained in the parties' separate accounts and utilized exclusively for the purposes specified in this Agreement. The

parties acknowledge that TSPLOST proceeds are not guaranteed. Proceeds received under the amount estimated in the Referendum question shall be allocated in accordance with the percentages set forth in this Agreement and shall be used on the Transportation Projects and Purposes as outlined in Exhibit A to this Agreement.

9.

Any net proceeds over and above the amount estimated in Section 3(A) of this agreement during the quarter during which this amount is reached shall be allocated in accordance with the percentages set forth in this Agreement and shall be used solely for the transportation purposes listed herein. Each party shall expend its portion of the excess net proceeds from the 2022 TSPLOST Program on the Transportation Projects and Purposes as outlined in Exhibit A to this Agreement.

10.

At the end of each party's fiscal year wherein net proceeds from the TSPLOST are distributed, each party shall cause an audit of the distribution and use of its portion of the net proceeds from the TSPLOST to be completed. Each party to this Agreement shall pay the cost of each such annual audit that it conducts. Each party shall publish each of its annual audits as required by law.

11.

In addition to the audit required by paragraph 10 of this Agreement, at the end of each calendar year wherein net proceeds from the Transportation Special Purpose Local Option Sales Tax are distributed, the Cities and the County shall participate in a joint annual audit of the entire TSPLOST program approved by the voters during the November 2, 2021 Referendum. The purpose of this joint annual audit is to ensure compliance with the Resolution that resulted in the call of the Transportation Special Purpose Local Option Sales Tax Referendum. Fulton County shall choose the auditor to conduct the annual audit. The cost of such joint annual audit shall be paid from proceeds collected by the County as described under paragraph 2 of this document.

12.

Pursuant to O.C.G.A. § 48-8-269.21, not later than December 31 of each year, the County on behalf of itself and the qualified municipalities receiving proceeds from the tax, shall publish annually, in a newspaper of general circulation in the boundaries of each City and the County and in a prominent location on each City's and the County's website, a simple nontechnical report, or consolidated schedule of projects, which shows the following for each Transportation Project or purpose outlined in this Agreement:

A. Original estimated cost;
B. Current estimated cost if it is not the original estimated cost;
C. Amounts expended in prior years;
D. Amounts expended in the current year;
E. Any excess proceeds which have not been expended for a project or purpose;
F. Estimated completion date, and the actual completion cost of a project completed during the current year; and
G. A statement of what corrective action the City or County intends to implement with respect to each project which is underfunded or behind schedule.

In addition to the above, the County shall include in such publication an accounting of expenditures of the County oversight funds. The use of these funds by the County will made with input from the cities.

13.

Fulton County and the Cities will create a Fulton Transportation Investment Citizen's Oversight Council ("Oversight Council") within ninety (90) days of the November 2, 2021 referendum. The Oversight Council will oversee the progress and implementation of the program and shall furnish annual reports to the Board of Commissioners and each Mayor and City Council of the Cities within the County outside the City of Atlanta. The report shall also be published periodically. The Oversight Council shall consist of 15 total members with one appointee for each City and one member appointed by the Fulton County Board of Commissioners. The Annual Report shall include a complete list of projects and the progress of the projects. The Oversight Council shall meet at least twice per year. Any administrative costs associated with the Oversight Council shall be paid from the one-half of one percent as described in paragraph #2 above. Fulton County shall provide staff support to the Oversight Council.

14.

This Agreement constitutes all of the understanding and agreements of whatsoever nature or kind existing between the Parties with respect to distribution and use of the proceeds from the TSPLOST.

15.

This Agreement shall not be changed or modified except by agreement in writing executed by all Parties hereto.

16.

This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Georgia.

17.

It is agreed that the illegality or invalidity of any term or clause of this Agreement shall not affect the validity of the remainder of the Agreement, and the Agreement shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein.

18.

Each party to this Agreement shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations.

19.

No consent or waiver, express or implied, by any party to this Agreement to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

20.

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

a. If to the City of Alpharetta:
Mayor Jim Gilvin
City of Alpharetta
2 Park Place
Alpharetta, GA 30009

b. If to the City of Chattahoochee Hills:
Mayor Tom Reed
City of Chattahoochee Hills
6505 Rico Rd
Chattahoochee Hills, GA 30268

c. If to the City of College Park:
Mayor Bianca Motley Broom
City of College Park
3667 Main St.
College Park, GA 30337

d. If to the City of East Point:
Mayor Deana Holiday Ingraham
City of East Point
2757 East Point St.
East Point, GA 30344

e. If to the City of Fairburn:
Mayor Elizabeth Carr-Hurst
City of Fairburn
56 Malone St.
Fairburn, GA 30213

f. If to the City of Hapeville:
Mayor Alan Hallman
City of Hapeville
3468 N. Fulton Ave.
Hapeville, GA 30354

g. If to the City of Johns Creek:
Mayor Mike Bodker
11360 Lakefield Drive
Johns Creek, GA 30097

h. If to the City of Milton:
Mayor Joe Lockwood
City of Milton
2006 Heritage Walk
Milton, GA 30004

i. If to the City of Mountain Park:
Mayor Jim Still
City of Mountain Park
118 Lakeshore Dr.
Roswell, GA 30075

j. If to the City of Palmetto:
Mayor J. Clark Boddie
City of Palmetto
P.O Box 190
509 Toombs St.
Palmetto, GA 30268

k. If to the City of Roswell:
Mayor Lori Henry
City of Roswell
38 Hill Street, Suite 115
Roswell, GA 30075

l. If to the City of Sandy Springs:
Mayor Rusty Paul
City of Sandy Springs
1 Galambos Way
Sandy Springs, GA 30328

m. If to the City of South Fulton:
Mayor William "Bill" Edwards
City of South Fulton
5440 Fulton Industrial Blvd.
South Fulton, GA 30336

n. If to the City of Union City:
Mayor Vince Williams
City of Union City
5047 Union St.
Union City, GA 30329

o. If to Fulton County:
Chairman, Robert Pitts
Fulton County
141 Pryor St., 10th Floor
Atlanta, GA 30303

Any party may at any time change the address where notices are to be sent or the person to whom such notices should be directed by the delivery or mailing to the above persons a notice stating the change.

21.

This Agreement shall become effective on _August_____, 2021. If the November 2, 2021 Referendum concerning the imposition of the TSPLOST is not approved by a majority of the voters of Fulton County, this Agreement shall expire and shall be of no force and effect after November 2, 2021.

22.

Notwithstanding the parameters of paragraph 21, this Agreement shall continue in full force and effect until July 1st of the year following completion of the last project funded from the net proceeds from the 2022 TSPLOST Program.

23.

This Agreement shall be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by Fulton County on the date indicated herein.

[SIGNATURES CONTINUE OF FOLLOWING PAGES]

APPROVED AS TO FORM

County Attorney

FULTON COUNTY, GEORGIA:

By: _____
Robert L. Pitts, Chairman
Board of Commissioners

ATTEST:

Tonya R. Grier, Clerk to the Commission

(ADDITIONAL SIGNATURE PAGES FOLLOW)

(Executed in Counterparts for each City)

ITEM # 21-0535 8.24.21
SPECIAL CALL MEETING SCM

VERSION 16.21

APPROVED AS TO FORM

City Attorney

ATTEST:

City Clerk

CITY OF ALPHARETTA, GEORGIA:

By:
Mayor Jim Gilvin

APPROVED AS TO FORM

City Attorney

CITY OF CHATTAHOOCHEE HILLS, GEORGIA:

By: _____
Mayor Tom Reed

ATTEST:

City Clerk

APPROVED AS TO FORM

City Attorney

CITY OF COLLEGE PARK, GEORGIA:

By: _____
Mayor Bianca Motley Broom

ATTEST:

City Clerk

APPROVED AS TO FORM

Brad Bowman
Brad Bowman (Jul 26, 2021 10:34 EDT)

City Attorney

ATTEST:

Keshia McCullough

City Clerk

CITY OF EAST POINT, GEORGIA:

By: _____

Mayor Deana Holiday Ingraham

APPROVED AS TO FORM

City Attorney

ATTEST:

City Clerk

CITY OF FAIRBURN, GEORGIA:

By: _____
Mayor Elizabeth Carr-Hurst



APPROVED AS TO FORM

City Attorney

ATTEST:

City Clerk

CITY OF HAPEVILLE, GEORGIA:

By:
Mayor Alan Hallman

APPROVED AS TO FORM

City Attorney

CITY OF JOHNS CREEK, GEORGIA:

By: _____
Mayor Mike Bodker

ATTEST:

Allison Tarpley
City Clerk

APPROVED AS TO FORM

City Attorney June 11, 2021

ATTEST:

City Clerk

CITY OF MILTON, GEORGIA:

By: _____
Mayor Joe Lockwood

VER 06.16.21

APPROVED AS TO FORM

City Attorney

ATTEST:

City Clerk

CITY OF MOUNTAIN PARK, GEORGIA:

By: _____
Mayor Jim Still

APPROVED AS TO FORM

City Attorney

CITY OF PALMETTO, GEORGIA:

By:
Mayor J. Clark Boddie

ATTEST:

City Clerk

APPROVED AS TO FORM

City Attorney

CITY OF ROSWELL, GEORGIA:

By: _____
Mayor Lori Henry

ATTEST:

City Clerk

APPROVED AS TO FORM

City Attorney

CITY OF SANDY SPRINGS, GEORGIA:

By: _____
Mayor Rusty Paul

ATTEST:

City Clerk

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APPROVED AS TO FORM

7/12/21
City Attorney

ATTEST:

7/12/21
City Clerk

CITY OF SOUTH FULTON, GEORGIA:

By:
Mayor William Edwards

CITY OF SOUTH FULTON SEAL 2017 GEORGIA

APPROVED AS TO FORM

City Attorney

CITY OF UNION CITY, GEORGIA:

By: _____
Mayor Vince Williams

ATTEST:

City Clerk

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EXHIBIT A

Following are the lists of Projects and Purposes ("Transportation Projects and Purposes") for each Jurisdiction proposed to be funded from the net proceeds of the Transportation Special Purpose Local Option Sales Tax (TSPLOST) pursuant to this Agreement, the estimated dollar amounts allocated for each transportation purpose, the schedule for distribution of funds, and the priority and order in which the TSPLOST net proceeds will be allocated:

NOTE: The net proceeds are estimated based upon the most recent projections of revenue that can reasonably be expected to be collected over the next five years in Fulton County outside of the City of Atlanta. They are not guaranteed. The following chart shows the estimates for each Jurisdiction (based on the most recent population projections) at three levels of priority (Tiers) – Tier 1 at 85% of forecast; Tier 2 at 100% of forecast; and Tier 3 at 115% of forecast (rounded to a grand total of $628 Million).

FULTON T-SPLOST FORECASTS (BASED ON 2019 CENSUS ESTIMATE)

Jurisdiction	2019 Total Population (Outside Atlanta)	2019 % of County Population (Outside Atlanta)	Tier 1 Revenues (85% of Forecast	Tier 1 & 2 Revenues (100% of Forecast)	Tier 1, 2 & 3 Revenue (115% of Forecast)
ALPHARETTA	67,213	11.22%	$52,052,526	$61,238,266	$70,424,006
CHATTAHOOCHEE HILLS	3,318	0.55%	$2,569,596	$3,023,055	$3,476,513
COLLEGE PARK	15,159	2.53%	$11,739,756	$13,811,478	$15,883,200
EAST POINT	34,875	5.82%	$27,008,642	$31,774,873	$36,541,104
FAIRBURN	16,768	2.80%	$12,985,832	$15,277,449	$17,569,066
HAPEVILLE	6,534	1.09%	$5,060,200	$5,953,176	$6,846,152
JOHNS CREEK	84,579	14.11%	$65,501,474	$77,060,558	$88,619,642
MILTON	39,587	6.61%	$30,657,809	$36,068,011	$41,478,213
MOUNTAIN PARK	568	0.09%	$439,883	$517,509	$595,135
PALMETTO	4,851	0.81%	$3,756,815	$4,419,782	$5,082,749
ROSWELL	94,763	15.81%	$73,388,384	$86,339,275	$99,290,166
SANDY SPRINGS	109,452	18.27%	$84,764,153	$99,722,533	$114,680,913
SOUTH FULTON	99,155	16.55%	$76,789,731	$90,340,860	$103,891,989
UNION CITY	22,399	3.74%	$17,346,711	$20,407,895	$23,469,079
Totals	**599,221**	**100.00%**	**$464,061,512**	**$545,954,720**	**$627,847,927**

City of Alpharetta

Purpose/Projects	TSPLOST Purpose Cost
ALPHARETTA TIER 1 PURPOSES/PROJECTS	
Pedestrian / Bike Improvement	**$27,445,000**
Mid-Block Crosswalk (Alpharetta Elementary School)	
Mid-Block Crosswalk (Manning Oaks Elementary School)	
Improved Crossing from Parking Deck to north side of Milton Ave	
Improved Pedestrian Crossings from City Center to Churches	
Mid-Block Crosswalk (Cogburn Road Park)	
Mid-Block Crosswalk (Mid Broadwell Rd at Charlotte Dr)	
Alpha Loop (Old Milton Pkwy to Northwinds Pkwy)	
4 Pedestrian Bridges (Windward Pkwy over Big Creek; Greenway access)	
North Point Pkwy Corridor	
Operations and Safety Improvement	**$11,607,526**
Raised intersection at Marietta St and Roswell St	
Tradewinds Ripple Effect Improvements	
Cumming St Corridor Improvements	
Roadway Project	**$13,000,000**
Webb Bridge Rd Improvements (Morris Rd to Greenway)	
TIER 1 TOTAL PURPOSE COSTS	**$52,052,526**
ALPHARETTA TIER 2 PURPOSES/PROJECTS	
Congestion Relief	**$2,000,000**
Kimball Bridge Rd Widening (Verizon to Georgia Power driveways)	
Operations and Safety Improvement	**$7,185,740**
Academy St Improvements	
Milton Ave Improvements (cost is an allocation)	
TIER 2 TOTAL PURPOSE COSTS	**$9,185,740**
ALPHARETTA TIER 3 PURPOSES/PROJECTS	
Operations and Safety Improvement	**$5,500,000**
Roundabout (Hopewell Rd at Vaughan Dr)	
Roundabout (Mayfield Rd at Canton St)	
Roundabout (Mayfield Rd at Providence Rd)	
Pedestrian / Bike Improvement	**$500,000**
Pedestrian Tunnel Under Haynes Bridge Road at GA 400 (Design/Concept)	
Maintenance and Safety Enhancements	**$2,500,000**
Milling and Resurfacing	
Program Management	**$685,740**
TIER 3 TOTAL PURPOSE COSTS	**$9,185,740**
TOTAL ALPHARETTA COSTS - ALL PURPOSES FOR TIERS 1-3	**$70,424,006**

City of Chattahoochee Hills

Purpose/Projects	TSPLOST Purpose Cost
CHATTAHOOCHEE HILLS TIER 1 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	**$2,389,725**
Quick Response Projects	**$51,391**
Project Management	**$128,480**
TIER 1 TOTAL PURPOSE COSTS	**$2,569,596**
CHATTAHOOCHEE HILLS TIER 2 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	**$421,716**
Quick Response Projects	**$9,070**
Project Management	**$22,673**
TIER 2 TOTAL PURPOSE COSTS	**$453,459**
CHATTAHOOCHEE HILLS TIER 3 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	**$421,716**
Quick Response Projects	**$9,069**
Project Management	**$22,673**
TIER 3 TOTAL PURPOSE COSTS	**$453,458**
TOTAL CHATTAHOOCHEE HILLS COSTS - ALL PURPOSES FOR TIERS 1-3	**$3,476,513**

City of College Park

Purpose/Projects	TSPLOST Purpose Cost
COLLEGE PARK TIER 1 PURPOSES/PROJECTS	
Quick Response Projects	**$11,739,756**
Quick Response Projects	
Rhodes Street	
TIER 1 TOTAL PURPOSE COSTS	**$11,739,756**
COLLEGE PARK TIER 2 PURPOSES/PROJECTS	
Operations and Safety	**$690,574**
Global Gateway	
Roadway Projects	**$690,574**
Columbia Avenue	
Operation and Safety Improvements	**$690,574**
TIER 2 TOTAL PURPOSE COSTS	**$2,071,722**
COLLEGE PARK TIER 3 PURPOSES/PROJECTS	
Roadway Projects	**$2,071,722**
TIER 3 TOTAL PURPOSE COSTS	**$2,071,722**
TOTAL COLLEGE PARK COSTS - ALL PURPOSES FOR TIERS 1-3	**$15,883,200**

City of East Point

Purpose/Projects	TSPLOST Purpose Cost
EAST POINT TIER 1 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	**$12,316,142**
Resurfacing	
Pedestrian and Bike Improvements	**$7,350,000**
EP Path #2	
City Wide Sidewalk Program	
City Wide Traffic Calming	
Sylvan Rd Sidewalk (Cleveland Ave to City Limits – Hapeville)	
Sylvan Rd Sidewalk (Winburn Dr. to City Limits – Atlanta)	
N. Commerce Dr. Sidewalk (Shelby Ln to Redwine Rd)	
Dodson Dr. (Earl Godfrey Cir to Hogan Rd)	
Dodson Dr. Connector (Washington Rd to Stone Rd)	
Headland Terrace Bike and Pedestrian Improvements	
Operations and Safety Improvements	**$6,450,000**
City Wide ITS Enhancements – Traffic Signal and Pedestrian Signal Upgrades	
Welcome All Rd Intersection Improvements (GDOT PI 0016063) – Local Match Funds	
Janice Dr. Intersection Improvements	
Washington Rd @ W. Taylor Intersection Improvement	
N. Commerce Dr. @ Centre Pkwy Intersection Improvement	
Project Management	**$892,500**
TIER 1 TOTAL PURPOSE COSTS	**$27,008,642**
EAST POINT TIER 2 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	**$3,266,231**
Resurfacing	
Operations and Safety Improvements	**$1,500,000**
North Desert Drive Extension – Phase II	
TIER 2 TOTAL PURPOSE COSTS	**$4,766,231**
EAST POINT TIER 3 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	**$1,564,044**
Resurfacing	
Pedestrian and Bike Improvements	**$2,674,415**
N. Desert Dr. Sidewalk (Camp Creek Pkwy to Redwine Rd)	
EP PATH – Phase 3	
Operations and Safety Improvements	**$527,772**
City Wide – Operations and Safety Projects, Quick Response, Bridge Repair, Roadway Maintenance and Paving, Sidewalk Repair, ADA Improvements	

TIER 3 TOTAL PURPOSE COSTS	**$4,766,231**
TOTAL EAST POINT COSTS - ALL PURPOSES FOR TIERS 1-3	**$36,541,104**

City of Fairburn

Purpose/Projects	TSPLOST Purpose Cost
FAIRBURN TIER 1 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	**$4,083,332**
City-Wide Road Resurfacing	
Pedestrian and Bike Improvements	**$1,900,000**
Pedestrian and Bike Improvements (Phase 1)	
Roadway Projects	**$6,100,000**
Brooks Drive Widening & Reconstruction	
Oakley Industrial Boulevard/Cleckler Road Extension	
McLarin Road/E. Broad Street (Bohannon to Gallatt) Full-Depth Reclamation	
Gullatt Road Full-Depth Reclamation	
Quick Response Projects	**$300,000**
Project Management	**$602,500**
TIER 1 TOTAL PURPOSE COSTS	**$12,985,832**
FAIRBURN TIER 2 PURPOSES/PROJECTS	
Operations and Safety Improvements	**$750,000**
Quiet Zone R/R Crossings	
Pedestrian and Bike Improvements	**$1,136,617**
Pedestrian and Bike Improvements (Phase 2)	
Roadway Projects	**$350,000**
Oakley Industrial Boulevard Extension (Design Only)	
Project Management	**$55,000**
TIER 2 TOTAL PURPOSE COSTS	**$2,291,617**
FAIRBURN TIER 3 PURPOSES/PROJECTS	
Congestion Relief	**$500,000**
Operation and Safety Improvements	**$600,000**
Pedestrian and Bike Improvements	**$300,000**
Pedestrian and Bike Improvements (Phase 3)	
Roadway Projects	**$802,717**
Dodd Street Roundabout	
Quick Response Projects	**$38,900**
Project Management	**$50,000**
TIER 3 TOTAL PURPOSE COSTS	**$2,291,617**
TOTAL FAIRBURN COSTS - ALL PURPOSES FOR TIERS 1-3	**$17,569,066**

City of Hapeville

Purpose/Projects	TSPLOST Purpose Cost
HAPEVILLE TIER 1 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	**$1,000,000**
Paving & Drainage	
Pedestrian and Bike Improvements	**$400,000**
Sidewalk, Curb & Gutter Repairs	
Roadway Project	**$3,600,000**
I-85 Soundwall	
Operation and Safety Improvements	**$60,200**
Traffic Signal & Street Signage	
TIER 1 TOTAL PURPOSE COSTS	**$5,060,200**
HAPEVILLE TIER 2 PURPOSES/PROJECTS	
Pedestrian and Bike Improvements	**$892,976**
King Arnold Pedestrian Improvement Project Phase 1	
TIER 2 TOTAL PURPOSE COSTS	**$892,976**
HAPEVILLE TIER 3 PURPOSES/PROJECTS	
Pedestrian and Bike Improvements	**$892,976**
King Arnold Pedestrian Improvement Project Phase 2	
TIER 3 TOTAL PURPOSE COSTS	**$892,976**
TOTAL HAPEVILLE COSTS - ALL PURPOSES FOR TIERS 1-3	**$6,846,152**

City of Johns Creek

Purpose/Projects	TSPLOST Purpose Cost
JOHNS CREEK TIER 1 PURPOSES/PROJECTS	
Bridges	**$7,471,265**
Congestion Relief	**$16,321,839**
Landscape/Streetscape	**$4,022,989**
Operations and Safety	**$18,719,864**
Pedestrian and Bike Improvements	**$18,965,517**
TIER 1 TOTAL PURPOSE COSTS	**$65,501,474**
JOHNS CREEK TIER 2 PURPOSES/PROJECTS	
Bridges	**$2,873,563**
Congestion Relief	**$393,891**
Operations and Safety	**$1,395,078**
Pedestrian and Bike Improvements	**$6,896,552**
TIER 2 TOTAL PURPOSE COSTS	**$11,559,084**
JOHNS CREEK TIER 3 PURPOSES/PROJECTS	
Pedestrian and Bike Improvements	**$11,559,084**
TIER 3 TOTAL PURPOSE COSTS	**$11,559,084**
TOTAL JOHNS CREEK COSTS - ALL PURPOSES FOR TIERS 1-3	**$88,619,642**

City of Milton

Purpose/Projects	TSPLOST Purpose Cost
MILTON TIER 1 PURPOSES/PROJECTS	
Operations and Safety	**$11,000,000**
Cox Road Intersection Improvements	
Intersection Efficiency Improvements	
Intersection Safety Improvements	
Pedestrian and Bike Improvements	**$6,000,000**
Bike Accommodations	
Pedestrian Enhancements/Streetscape	
Community Trail Prioritization	
Bridges	**$4,000,000**
Maintenance and Safety Enhancements	**$8,000,000**
Road Paving	
Local Road Safety	
Quick Response	**$1,000,000**
Program Management	**$657,809**
TIER 1 TOTAL PURPOSE COSTS	**$30,657,809**
MILTON TIER 2 PURPOSES/PROJECTS	
Operations and Safety	**$3,000,000**
Pedestrian and Bike Improvements	**$2,410,202**
TIER 2 TOTAL PURPOSE COSTS	**$5,410,202**
MILTON TIER 3 PURPOSES/PROJECTS	
Operations and Safety	**$2,000,000**
Pedestrian and Bike Improvements	**$2,410,202**
Quick Response	**$1,000,000**
TIER 3 TOTAL PURPOSE COSTS	**$5,410,202**
TOTAL MILTON COSTS - ALL PURPOSES FOR TIERS 1-3	**$41,478,213**

City of Mountain Park

Purpose/Projects	TSPLOST Purpose Cost
MOUNTAIN PARK TIER 1 PURPOSES/PROJECTS	
QUICK RESPONSE	**$439,883**
TIER 1 TOTAL PURPOSE COSTS	**$439,883**
MOUNTAIN PARK TIER 2 PURPOSES/PROJECTS	
QUICK RESPONSE	**$77,626**
TIER 2 TOTAL PURPOSE COSTS	**$77,626**
MOUNTAIN PARK TIER 3 PURPOSES/PROJECTS	
QUICK RESPONSE	**$77,626**
TIER 3 TOTAL PURPOSE COSTS	**$77,626**
TOTAL MOUNTAIN PARK COSTS - ALL PURPOSES FOR TIERS 1-3	**$517,509**

City of Palmetto

Purpose/Projects	TSPLOST Purpose Cost
PALMETTO TIER 1 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	**$3,700,000**
Resurfacing	
Quick Response Projects	**$56,815**
TIER 1 TOTAL PURPOSE COSTS	**$3,756,815**
PALMETTO TIER 2 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	**$600,000**
Resurfacing	
Quick Response Projects	**$62,967**
TIER 2 TOTAL PURPOSE COSTS	**$662,967**
PALMETTO TIER 3 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	**$600,000**
Resurfacing	
Quick Response Projects	**$62,967**
TIER 3 TOTAL PURPOSE COSTS	**$662,967**
TOTAL PALMETTO COSTS - ALL PURPOSES FOR TIERS 1-3	**$5,082,749**

City of Roswell

Purpose/Projects	TSPLOST Purpose Cost
ROSWELL TIER 1 PURPOSES/PROJECTS	
Pedestrian and Bike Improvements	**$17,078,384**
Old Alabama Rd Multi-use Trail (Market Blvd to Holcomb Woods Pkwy)	
Old Alabama Rd Multi-use Trail (Holcomb Woods Pkwy to Big Creek Park)	
Holcomb Bridge Road Multi-Use Trail (Boston Market to Martin Landing Dr)	
Holcomb Bridge Road Multi-Use Trail (Martins Landing Dr to Eves Rd)	
Woodstock Road Multi-Use Trail	
River Eves Elementary School Multi-use Trail (off system trail)	
Chattahoochee River Parks Multi-Use Trail Rehab	
Operations and Safety	**$47,110,000**
Riverside Road Corridor Improvements	
Corridor Improvements for Grimes Bridge, Dogwood, Old Dogwood Roads	
Nesbit Ferry Rd – Corridor Improvement with Johns Creek	
Pine Grove Rd / Magnolia St Corridor Improvements (Mimosa Blvd to Lake Charles Rd)	
Pine Grove Rd Corridor Improvements (Lake Charles Rd to Cobb County)	
Old Ellis Rd Extension	
Big Creek Pkwy phase 2 – Warsaw Connection	
Cox Road Intersection Improvements (at Etris Rd and at King Rd)	
Bridges	**$4,200,000**
Norcross Street Bridge Replacement	
Program Management	**$5,000,000**
TIER 1 TOTAL PURPOSE COSTS	**$73,388,384**
ROSWELL TIER 2 PURPOSES/PROJECTS	
Operations and Safety Improvements	**$3,550,891**
Intersection Improvements	
Pedestrian and Bike Improvements	**$3,877,000**
Bike/Ped Master Plan/Creek way Trails Implementation such as Hog Wallow Creek Trail	
Maintenance and Safety Enhancements	**$5,523,000**
Big Creek Greenway Boardwalk Repairs	
TIER 2 TOTAL PURPOSE COSTS	**$12,950,891**

ROSWELL TIER 3 PURPOSES/PROJECTS	
Bridges	**$3,500,000**
Bridge Replacement	
Operations and Safety	**$5,500,000**
Intersection Improvements	
Intelligent Transportation Systems - Master Plan Update and Implementation - Automated Vehicle Technology	
Pedestrian and Bike Improvements	**$3,950,891**
Bike / Ped Master Plan Implementation	
TIER 3 TOTAL PURPOSE COSTS	**$12,950,891**
TOTAL ROSWELL COSTS - ALL PURPOSES FOR TIERS 1-3	**$99,290,166**

City of Sandy Springs

Purpose/Projects	TSPLOST Purpose Cost
SANDY SPRINGS TIER 1 PURPOSES/PROJECTS	
Operations and Safety Improvements	**$18,325,000**
Intelligent Transportation System Program	
Johnson Ferry Rd at Peachtree Dunwoody Rd Improvements	
Boylston Drive Sidepath & Realignment	
Roswell Road North Boulevard Project	
Pedestrian and Bike Improvements	**$21,779,153**
Sidewalk Program	
Lake Forrest Sidewalk	
SR 400 Multi-Use Trail	
Glenridge Dr., Hammond to south of Wellington Trace	
Design for Tier 2 Sidepath / Walk Design	
Bridges	**$6,160,000**
Bridge Program	
Congestion Relief	**$38,500,000**
Hammond Drive Widening	
TIER 1 TOTAL PURPOSE COSTS	**$84,764,153**
SANDY SPRINGS TIER 2 PURPOSES/PROJECTS	
Pedestrian and Bike Improvements	**$14,958,380**
Roberts Drive Sidepath, Roswell Rd to Dunwoody Pl	
Johnson Ferry Rd. Sidepath, Glenridge Dr. to Peachtree Dunwoody Rd	
TIER 2 TOTAL PURPOSE COSTS	**$14,958,380**
SANDY SPRINGS TIER 3 PURPOSES/PROJECTS	
Pedestrian and Bike Improvements	**$4,958,380**
Powers Ferry Sidepath, City Limits to Dupree	
Maintenance and Safety Enhancements	**$10,000,000**
Roadway Maintenance and Paving	
TIER 3 TOTAL PURPOSE COSTS	**$14,958,380**
TOTAL SANDY SPRINGS COSTS - ALL PURPOSES FOR TIERS 1-3	**$114,680,913**

City of South Fulton

Purpose/Projects	TSPLOST Purpose Cost
CITY OF SOUTH FULTON TIER 1 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	**$14,435,180**
Resurfacing of Corridors	
Albania Drive	
Bakers Ferry Rd SW	
Bishop Rd	
Boat Rock Rd SW	
Colonist Drive	
Delano Road	
Derrick Road	
Dood Roa	
Feldwood Pl	
Garrison Drive	
Graham Dr	
Gullatt Road	
Gwendoline Drive	
Hobgood Rd	
Jones Road	
Koweta TRL	
Line Creek	
Mason Road	
Mcclure Road	
Milam Rad	
Miles Rd	
Old Campbellton Rd SW	
Old Fairburn Road	
Ono Rd	
Pittman Rd	
Research Drive	
Short Rd	
Stacks Rd	
Union Road	
Vandiver Road	
Village Dr SW	
Westlake PKWY SW	
White City Rd	
White Mill Rd	
Wilkerson Mill Rd	
Will Lee Road	

Subdivision Resurfacing Toppings
Cedar Grove Village
Oaks at Flat Shoals
Parkview Estates
Rose Crest

Subdivisions Resurfacing
Bentwood Village
Bethsaida Woods
Cambridge Commons
Cascade Glen
Cascade Manor
Creekside
Fulton Industrial Area
Heritage Park
Herndon Woods
Herron Creek
Highland Lake
Jailette Estates
Joshua Crossing
Kimberly (units 3, 4a & 4b
Lakes and Village at Cedar Grove
Lakeside Manor
Loch Lomond
Oakleaf Manor
Parkside-Fulton County
Pittman Park
Retreat at Jones Mill
Shoals Creek
Three Lakes
Walden Park
Wolf Creek Country (Excluding Current Toppings)
Woodside Hills

Bridges **$14,187,500**

Cochran Road
Demooney Road
Derrick Rd
Fairburn Rd

Koweta Rd	
Stacks Rd	
Operations and Safety Improvements	**$14,572,500**
Intersection Improvements	
Aldredge Road	
Bethlehem Rd	
Bethsaida Rd	
Butner Road	
Old Fairburn Road	
Ono Rd/Hobgood Rd	
Union Road	
Cascade Road	
Intersection Control Evaluation (ICE)	
Pedestrian Bike Improvements	**$25,976,200**
Bethsaida Road	
Cascade Road	
Fairburn Road	
Flat Shoals Road	
Fulton Industrial Area	
Jerome Road	
Merk Road	
Union Road	
Welcome All Road	
Quick Response Projects	**$3,010,967**
Project Management	**$4,607,384**
TIER 1 TOTAL PURPOSE COSTS	**$76,789,731**
CITY OF SOUTH FULTON TIER 2 PURPOSES/PROJECTS	
Bridges	**$4,075,000**
Harris Rd	
Ono Rd	
Operations and Safety	
Intersection Improvements	**$4,540,000**
Bethsaida Road	
Campbellton Road	
Cascade Palmetto Highway	
Cascade-Palmetto Highway	

Enon Road	
South Fulton Parkway	
Pedestrian Bike Improvements	**$3,520,400**
Cascade Road	
Scarborough Road	
Quick Response Projects	**$602,661**
Project Management	**$813,068**
TIER 2 TOTAL PURPOSE COSTS	**$13,551,129**
CITY OF SOUTH FULTON TIER 3 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	**$2,056,894**
Resurfacing of Corridors	
Binford Road	
Easton Drive	
Elva Drive	
Hall Road	
Herndon Rd	
Hillside Road	
Hillside Way	
John Rivers Rd	
Koweta Rd	
Washington Road	
Subdivisions Resurfacing	
Loch Lomond	
Operations and Safety Improvements	**$1,000,000**
Intersection Improvements	
Fulton Industrial Area	
Pedestrian and Bike Improvements	**$9,139,122**
Creel Road	
Old Fairburn Road	
Wallace Road	
Quick Response Projects	**$542,045**
Project Management	**$813,068**
TIER 3 TOTAL PURPOSE COSTS	**$13,551,129**
TOTAL SOUTH FULTON COSTS - ALL PURPOSES FOR TIERS 1-3	**$103,891,989**

City of Union City

Purpose/Projects	TSPLOST Purpose Cost
UNION CITY TIER 1 PURPOSES/PROJECTS	
Congestion Relief	**$2,000,000**
Dixie Lake Road at SR14/Roosevelt Highway Intersection Improvements	
Maintenance and Safety Enhancements	**$3,000,000**
Resurfacing of Various Corridors	
Operations and Safety	**$900,000**
Raymond Drive & Raymond Terrace Resurfacing & Sidewalk Improvements	
Pedestrian and Bike Improvements	**$10,046,711**
Union City Pedestrian & Cyclist Greenway Trail	
Pedestrian Improvements on Various Corridors	
Quick Response Projects	**$500,000**
Project Management	**$900,000**
TIER 1 TOTAL PURPOSE COSTS	**$17,346,711**
UNION CITY TIER 2 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	**$500,000**
Resurfacing of Various Corridors	
Pedestrian and Bike Improvements	**$2,500,000**
Union City Pedestrian & Cyclist Greenway Trail	
SR138 Sidewalks & Gateway Improvements	
Project Management	**$61,184**
TIER 2 TOTAL PURPOSE COSTS	**$3,061,184**
UNION CITY TIER 3 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	**$750,000**
Resurfacing of Various Corridors	
Pedestrian and Bike Improvements	**$1,400,000**
Union City Pedestrian & Cyclist Greenway Trail	
Pedestrian Improvements on Various Corridors	
Quick Response Projects	**$650,000**
Project Management	**$261,184**
TIER 3 TOTAL PURPOSE COSTS	**$3,061,184**
TOTAL UNION CITY COSTS - ALL PURPOSES FOR TIERS 1-3	**$23,469,079**

GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, we recommend reporting this to the Department of Community Affairs.

COUNTY: FULTON COUNTY	**Service: Vehicle Maintenance**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☒ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):**Type Name of the single Government, Authority or Organization Here**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of the single Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Fulton County, Alpharetta, Atlanta, Chattahoochee Hills, South Fulton, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, Union City**

e.) ☐ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.



SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County, Alpharetta, Atlanta	General Funds, Grants
Chattahoochee Hills, South Fulton	General Funds, Grants
College Park, East Point, Fairburn	General Funds, Grants
Hapeville, Johns Creek, Milton	General Funds, Grants
Mountain Park, Palmetto, Roswell	General Funds, Grants
Sandy Springs, Union City	General Funds, Grants

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

Added cities since the last SDS submission

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

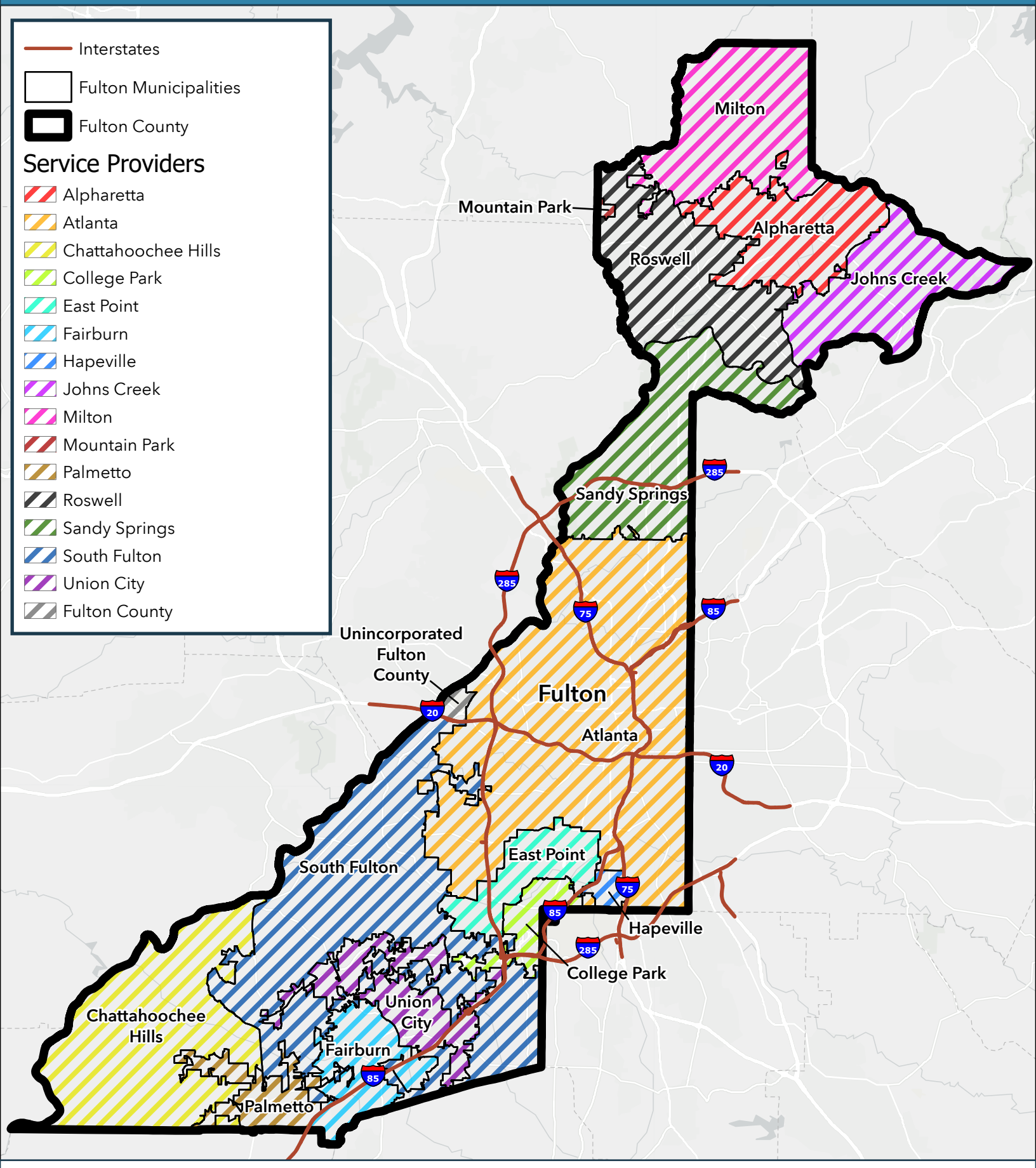
Not Applicable

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

Fulton County - SDS 2026 Vehicle Maintenance Service Map



GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, we recommend reporting this to the Department of Community Affairs.

COUNTY: FULTON COUNTY	**Service: Warming and Cooling Center**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):**Type Name of the single Government, Authority or Organization Here**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of the single Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Fulton County, Alpharetta, Atlanta, Chattahoochee Hills, South Fulton, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, Union City**

e.) ☐ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County, Alpharetta, Atlanta	General Funds, Grants
Chattahoochee Hills, South Fulton	General Funds, Grants
College Park, East Point, Fairburn	General Funds, Grants
Hapeville, Johns Creek, Milton	General Funds, Grants
Mountain Park, Palmetto, Roswell	General Funds, Grants
Sandy Springs, Union City	General Funds, Grants

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

Added this Service to this SDS submission

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Name Agreement Here	List Contracting Parties Here	Effective - End
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Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

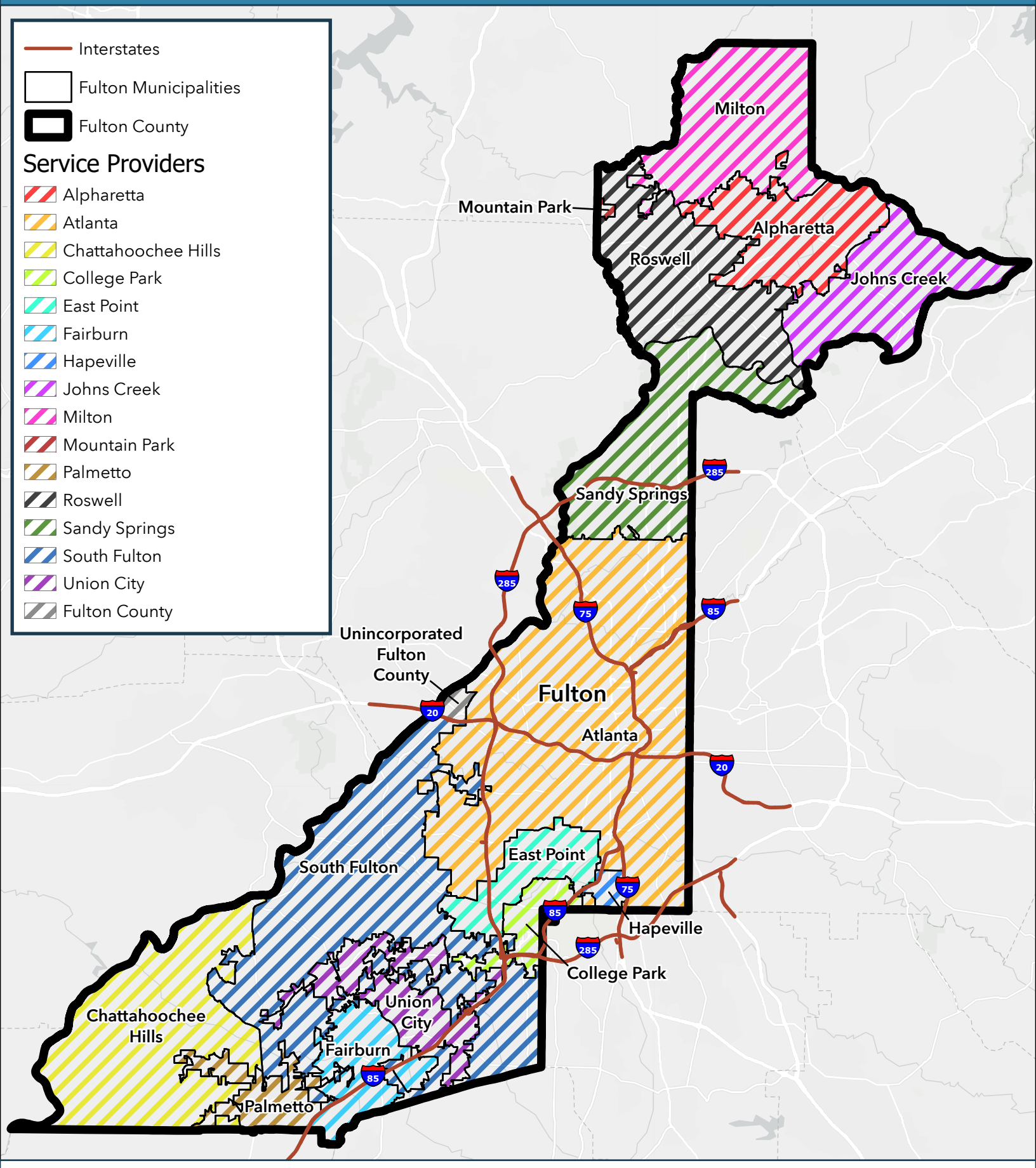
Not Applicable

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

Fulton County - SDS 2026 Warming and Cooling Center Service Map



FULTON COUNTY

SUPPLEMENTAL PAGE TO FORM 2 – Wastewater Collection and Treatment

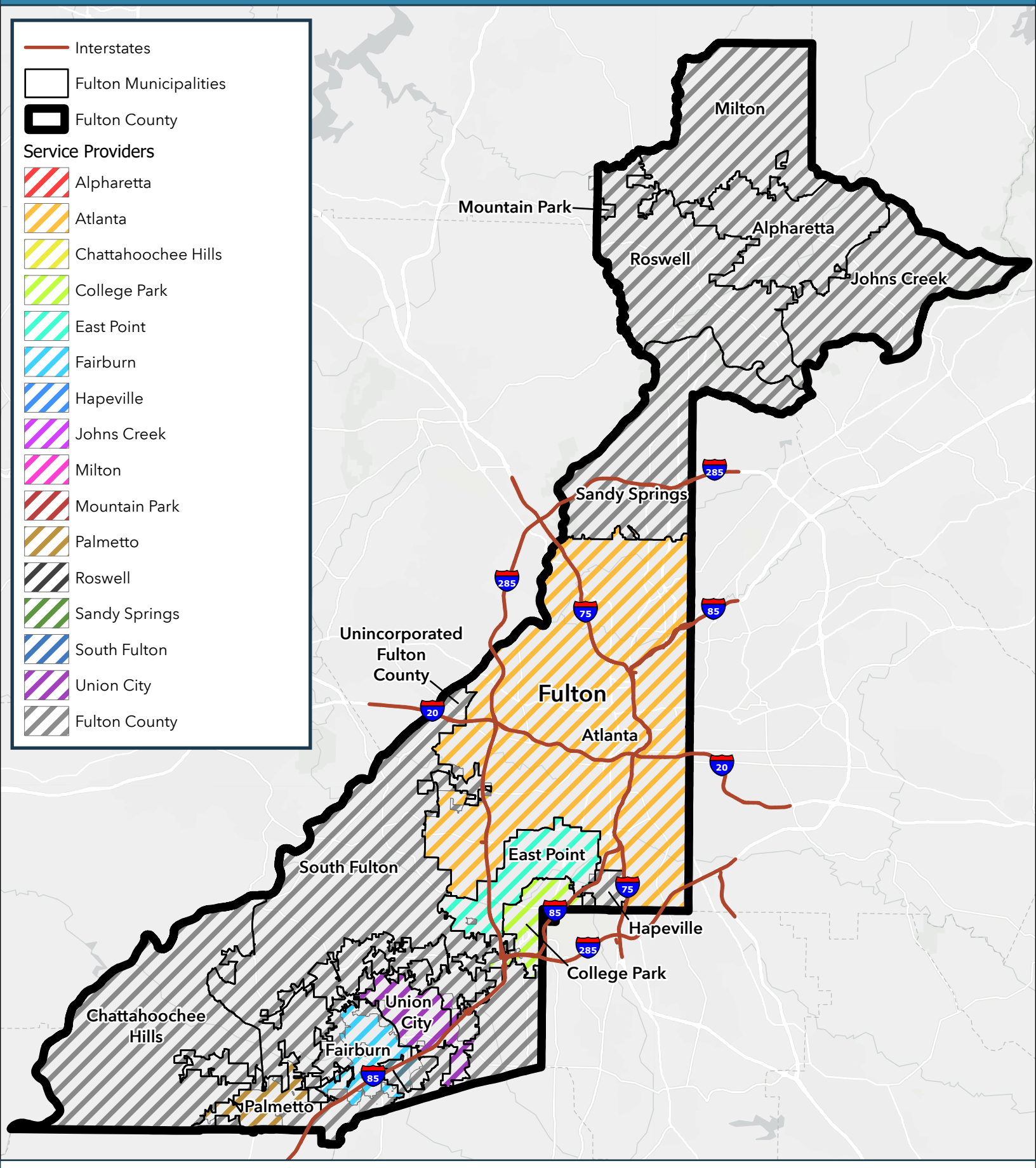
Local Government or Authority Continued:

Local Government or Authority	Funding Method
Hapeville	User Fees, Enterprise Funds, Grants
Palmetto	User Fees, Enterprise Funds, Grants
Union City	User Fees, Enterprise Funds, Grants
Mountain Park	User Fees, Enterprise Funds, Grants

Agreements Continued:

Agreement Name	Contracting Parties	Effective and Ending Dates

Fulton County - SDS 2026 Wastewater Collection and Treatment Service Map



FULTON COUNTY

CITY OF PALMETTO and FULTON COUNTY WASTEWATER SERVICES AGREEMENT for CAMP CREEK WATER RECLAMATION FACILITY

THIS WASTEWATER SERVICES AGREEMENT (the "Agreement"), entered into this 20 day of OCT., 2004, by and between the CITY OF PALMETTO, a municipal corporation of the State of Georgia acting by and through its Mayor and Council, hereinafter referred to as "Palmetto", and FULTON COUNTY, a political subdivision of the State of Georgia acting by and through its Board of Commissioners, hereinafter referred to as "Fulton."

W I T N E S S E T H:

WHEREAS, each of the parties hereto is a governmental entity of the State of Georgia, having the legal authority and obligation to organize, maintain, and operate systems of sewerage in its respective jurisdiction to serve its citizens; and

WHEREAS, Fulton owns and operates the Camp Creek Water Reclamation Facility, hereinafter referred to as "Camp Creek" and/or "the System"; and

WHEREAS, Fulton will replace, expand and upgrade Camp Creek to improve its operational efficiency and reliability, and expects the facility (expanded up to 24 MGD) to be operational before the end of calendar year 2005, hereinafter referred to as "Replacement Camp Creek"; and

WHEREAS, the Georgia Department of Natural Resources, Environmental Protection Division, has mandated that watershed assessment and planning be conducted to support environmental regulatory action on wastewater discharges; and

WHEREAS, both parties agree that it is in their mutual interests to work cooperatively on wastewater management and watershed management in the Camp Creek service area and

agree that the environmental management of the common watershed can be enhanced through regional cooperation; and

WHEREAS, the terms of this Agreement are intended to address the long term needs related to wastewater management; and

WHEREAS, the parties wish to set terms and conditions and provide procedures for the current and future use of Camp Creek and future capital improvements to the System, and to agree upon methods of determining and sharing current and future costs of capital improvements and operation and maintenance.

NOW, THEREFORE, in consideration of the mutual rights and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1

DEFINITIONS

In the construction of this Agreement, the following terms shall have the following meanings and shall be construed as required by the following provisions, unless inconsistent with the manifest intent of the text:

1.1 APPLICABLE INTEREST RATE. The interest rate per annum shall be set at the rate of interest being charged on unpaid County taxes (See, Section 8.2).

1.2 BUSINESS DAY. Each day excluding each Saturday, Sunday, and state or federal holiday on which banks in the State of Georgia are authorized to close for purposes of customary banking services.

1.3 CAPITAL IMPROVEMENTS. Those additions, replacements, or

improvements to the System, which, under generally accepted accounting principles or practices, are considered capital in nature, and which are made for the purpose of improving the System or expanding the capacity of the System.

1.4 COLLECTION SYSTEM. A component of the System consisting of the sewer lines, storage, pump stations, and force mains which transport flows to a treatment facility or its influent pumping station.

1.5 DATE OF EXECUTION. The date on which the last party to this Agreement executes this Agreement.

1.6 DESIGN CAPACITY. Flow capacity in million gallons per day (MGD) of a particular water pollution control or reclamation facility as described in the most recent design study, or any revision thereto, undertaken by the permit holder of said facility, which must be certified by an engineer licensed to practice in the State of Georgia, expressed as average daily flow, maximum month average daily flow, and peak wet weather flow; provided, however, as to any facility for which a permit from a regulatory body as to its maximum flow capacity is required, the "Design Capacity" of such facility shall not exceed such maximum permitted flow capacity.

1.7 CITY ADMINISTRATOR. The City Administrator of the City of Palmetto, or whoever shall in the future perform those functions relative to this Agreement.

1.8 DIRECTOR OF PUBLIC WORKS. As applicable, the Director of Public Works of Palmetto, or the Director of Public Works of Fulton, or whoever shall in the future perform those functions relative to this Agreement.

1.9 GOVERNING AUTHORITY. As applicable, the Mayor and Council for the

City of Palmetto, Georgia, or the Board of Commissioners of Fulton County, Georgia, or any replacement governmental body vested with the power to govern the respective jurisdiction under the laws of the State of Georgia.

1.10 NPDES PERMIT. National Pollution Discharge Elimination System Permit.

1.11 PROJECT. Any project consisting of capital improvements to the System undertaken pursuant to this Agreement.

1.12 PROJECT COSTS. Any and all costs and expenses of a Project, including, without limitation, the costs of planning, design, engineering, architectural, and construction of the Project, the costs of plans and specifications, the costs necessary or incident to determining the feasibility or practicality of the Project, the costs of acquiring or condemning all lands, properties, rights, and easements acquired for the Project, the costs of all buildings, machinery and equipment included in the Project, the costs of insurance, financing charges and interest as applicable, the costs of compliance with environmental regulations and environmental protection, the costs of re-rating any facility, the costs of project construction management and construction engineering, administrative costs, legal fees and expenses, and such other costs as may be necessary or incident to the construction and equipping of the Project, and the placing of the Project in operation; provided, however, "Project Costs" shall not include any operating cost (as accepted by industry standard), any repair or routine maintenance cost, or any cost stemming from a claim, fine, or penalty resulting from the negligent or intentional act or omission of the Constructing Party or such party's agent.

1.13 RATES. Rates shall be established on the basis of a utility industry standard cost of service study prepared by or on behalf of Fulton. Such study shall serve to establish at

least the following three rate categories: (1) retail rates billed to residential/commercial customers, (2) wholesale, inclusive of a capital component and operations and maintenance component based on no contribution to the System ("Capital/O&M"); and (3) wholesale, without a capital component and with operations and maintenance based on a capital contribution to the System ("O&M"). Whenever Fulton deems it necessary to revise its rates, Fulton shall notify Palmetto in writing of the pending rate increase not less than thirty (30) days prior to submittal of such revised rates to Fulton's Governing Authority for approval. Upon approval of such rates, Fulton shall notify Palmetto in writing by the first to occur: (a) thirty (30) days after such approval by the respective Governing Authority; or (b) at least thirty (30) days prior to the effective date of such rates, which notice shall state each rate and the effective date thereof. Nothing herein is intended to be construed as affecting Fulton's sole authority to revise its rates. All documentation used in the cost of service studies shall be available to Palmetto within ten (10) Business Days of written request therefor [Note: Current Fulton Wastewater rates are: (retail) $4.99 per 1,000 gallons; (Capital/O&M) $3.50 per 1,000 gallons; (O&M) $1.44 per 1,000 gallons].

1.14 RESERVED CAPACITY. The quantity of flow expressed as million gallons per day or thousand gallons per day purchased and allocated for use by Palmetto of a particular water pollution control or reclamation facility or Project operated by Fulton as determined by a percentage of total permitted capacity of the particular water pollution control or reclamation facility or Project.

1.15 REQUIRED FINANCIAL CONTRIBUTION. The dollar amount payable by Palmetto with respect to each Project undertaken pursuant to this Agreement equal to (a) the sum of the Total Project Cost for the Project minus the total amount of all state and federal funds, (b)

multiplied by Palmetto's Required Financial Contribution Percent.

1.16 REQUIRED FINANCIAL CONTRIBUTION PERCENT. The applicable percent specified in Section 2.1 or in an amendment to this Agreement for the applicable Project, or if no percent is so specified for any future capital improvement to an existing facility for which a Reserved Capacity is specified in this Agreement, the percent which such Reserved Capacity is to the Design Capacity of such facility.

1.17 SEWERAGE SYSTEM or SEWER SYSTEM. The physical system of sewers, pumping stations, force mains, storage and treatment facilities by which Palmetto and Fulton collect, convey, treat, and discharge wastewater within the Camp Creek service area.

1.18 TOTAL PROJECT COST. The aggregate dollar amount of all Project Costs of a Project undertaken pursuant to this Agreement.

ARTICLE 2

PAST/CURRENT CAPITAL IMPROVEMENTS OF FULTON

2.1 PALMETTO'S REQUIRED FINANCIAL CONTRIBUTION PERCENT FOR REPLACEMENT CAMP CREEK. The parties agree that Palmetto's Required Financial Contribution Percent for the Project consisting of the replacement of Camp Creek Project scheduled for completion in 2005 is 4.167% of Camp Creek's expanded capacity of 24 MGD.

2.2 METHOD OF PAYMENT BY PALMETTO FOR ITS REQUIRED FINANCIAL CONTRIBUTION FOR REPLACEMENT CAMP CREEK. The parties agree that Palmetto's Required Financial Contribution for Replacement Camp Creek is equal to (a) the difference between the applicable Total Project Cost minus the total of all state and federal funds received or to be received for the respective Project (b) multiplied by the respective Required

Financial Contribution Percent set forth in Section 2.1.

The parties agree that the estimated Total Project Cost for expansion and replacement of Camp Creek is $101,985,650.04 and that Palmetto's Required Contribution as of the date of execution of this Agreement is $4,249,742.00. *See Exhibit "A"*. Palmetto shall make payments to Fulton in the amount of its Required Financial Contribution for the Total Project Cost for the Project, by depositing money in an amount equal to its Financial Contribution for such Project with Fulton, within ten (10) days after wastewater initially flows to Camp Creek from Palmetto.

ARTICLE 3

FUTURE CAPITAL IMPROVEMENTS OF FULTON

3.1 DETERMINATION TO MAKE FUTURE CAPITAL IMPROVEMENTS.

Fulton may make necessary Capital Improvements to the Sewerage System from time to time, subject to approval by the appropriate state or federal regulatory agencies, if excessive water loads or flows are impairing the efficient operation of the System, if additional capacity is required, if such improvements are necessary to comply with the regulations or requirements of agencies of the State of Georgia, and/or agencies of the federal government, or if improved processes are available and the addition of said processes are necessary or desirable to provide operations which are more efficient and economical. Palmetto agrees that the determination to make capital improvements for any one or more of the reasons aforementioned shall be made by Fulton. For the purpose of long-range planning, the parties, acting by and through the Palmetto Director of Public Works and the Fulton Director of Public Works, shall meet at least annually or more frequently as deemed necessary to determine whether additional capacity to serve both jurisdictions will be required, necessary, or desirable, for any facility which is part of the Sewerage

System. The parties agree that any such meeting will be held within thirty (30) days of a written request therefor from either party.

3.2 NOTICE AND METHOD OF PAYMENT. Upon the determination that Capital Improvements to the Sewerage System are necessary, desirable or appropriate pursuant to Section 3.1, Fulton shall provide written notice to Palmetto of such determination, which notice also shall include Fulton's current estimate of the Total Project Cost of the Project and its calculation of the Required Financial Contribution from Palmetto for such Project. Palmetto shall respond in writing acknowledging such notice within thirty (30) days after the date such notice is received. Palmetto will reimburse Fulton for its pro rata cost of non-emergency capital improvements made to Camp Creek during the County's fiscal year within forty-five (45) days of receipt of billing if Palmetto previously received notification that Fulton would be seeking Palmetto's contribution for the same capital improvement at least sixty (60) days prior to the beginning of the current fiscal year of Palmetto. If Palmetto did not receive notification at least sixty (60) days prior to the beginning of the current fiscal year, Palmetto will reimburse Fulton within forty-five (45) days following the beginning of the next fiscal year of Palmetto. Palmetto will reimburse Fulton for its pro rata cost of emergency capital improvements with forty-five (45) days of receipt of billing. During the course of the Project's construction and upon completion of the Project, adjustments to the estimated Total Project Cost shall be made in accordance with Sections 4.2 and 4.3.

ARTICLE 4

PAYMENTS AND OWNERSHIP

4.1 FAILURE TO RESPOND. In the event Palmetto fails to comply with Articles 2

and 3 of this Agreement, such failure shall be deemed a material breach of this Agreement and all remedies set forth in this Agreement, including the provisions of Section 4.3 (interest), shall be available to Fulton.

4.2 ADJUSTMENT OF PAYMENTS. Palmetto and Fulton agree that the calculation of the Total Project Cost for future Capital Improvements and Palmetto's Required Financial Contribution with respect thereto are estimates, and that circumstances may arise that cause a change to such estimates. In such event, Fulton shall notify Palmetto in writing of the change of the estimated Total Project Cost amount and the change of its Required Financial Contribution as a result, and Palmetto shall pay its Required Financial Contribution with respect to any such increase of the estimated Total Project Cost consistent with the timing of payment set out in Section 3.2. After (a) Fulton initiates any capital improvement pursuant to this Agreement and has certified that construction of the Project has been completed in accordance with approved plans and specifications, (b) final payment of all federal or state grant money due Fulton, if any, (c) final payment to the construction contractor(s) and resolution of any appropriate construction claims (excluding claims stemming from a negligent or intentional act or omission of Fulton), and (d) Fulton has determined the final Total Project Cost of the Project, then the mathematical adjustment of the total Required Financial Contribution payable by Palmetto shall be made.

4.3 FAILURE TO PAY WHEN DUE. In the event of any failure to pay when due any amount due under this Agreement, interest shall automatically accrue on such delinquent amount in accordance with Sections 1.1 and 8.2, from the date such payment is due until full payment of such delinquent amount and accrued interest thereon is made.

4.4 OWNERSHIP OF SYSTEM. Palmetto agrees that the payment of its Required Financial Contribution for any current or future Project undertaken pursuant to this Agreement and payment of the rates assessed for its flow through Camp Creek constitutes consideration paid for Palmetto's contractual right to use Camp Creek in the amount of its Reserved Capacity therein, and does not constitute consideration paid for any ownership right, ownership interest, indicia of ownership or other property right in Camp Creek. Palmetto's use of Camp Creek in the amount of its Reserved Capacity specified herein shall not constitute any transfer of any ownership rights, ownership interests or other property rights in Camp Creek.

ARTICLE 5

USE OF FACILITIES

5.1 PALMETTO'S RIGHT TO USE OF CAMP CREEK.

5.1.1 EXISTING FACILITY. Subject to Section 2.2 of this Agreement and payment of the amount shown in Exhibit "A" ($4,249,742.00), Palmetto's Reserved Capacity in Camp Creek is 1.00 MGD with respect to the existing Camp Creek, rated at 13.00 MGD.

5.1.2 FUTURE FACILITY. As addressed in Section 2.1 above, if the Replacement Camp Creek design is re-rated by EPD to permit 24 MGD of discharge flow in the future, Palmetto shall retain the same 1.00 MGD Reserved Capacity of the plant's revised Design Capacity and the same Required Financial Contribution of the Total Project Cost of the Replacement Camp Creek facility, said Required Financial Contribution being the amount of $4,249,742.00. Palmetto's payment of its Required Financial Contribution for the total cost of projects undertaken pursuant to Articles 3 and 4 hereof, and Palmetto's timely payment of applicable treatment rates (currently $1.44 per 1,000 gallons) for its use of Camp Creek pursuant

to the Agreement will entitle Palmetto to discharge in the future no more than the following respective Reserved Capacity of flow to Camp Creek:

Camp Creek Replacement Facility

	Design Capacity (MGD)	Palmetto's Reserved Capacity Percent	Palmetto's Reserved Capacity (MGD)
Maximum Month Daily Flow	24	4.167%	1.0
Peak Wet Weather Flow	60	2.500%	1.5

5.1.3 RE-RATING OF RESERVED CAPACITY. The percentage of Reserved Capacity allocated to Palmetto for Camp Creek may not be increased or decreased except by amendment of this Agreement. Notwithstanding the provisions of Section 5.1.2, in the event that reserved capacity of Camp Creek is re-rated through orders, permits, or other federal or state regulatory requirements, Palmetto's percentage of Reserved Capacity will remain unchanged, but the actual reserved capacity will be increased or decreased proportionally. An amendment to this Agreement shall be implemented to reflect such re-rating.

5.2 DETERMINATION AND PAYMENT OF APPLICABLE RATES. Palmetto agrees to pay for its flow usage at an established rate (currently $1.44 per 1,000 gallons) that reflects the cost of service being provided as established and revised from time to time in accordance with Section 1.14. Said rate for flows exceeding the Reserved Capacity, for future flows only, shall be at the wholesale rate inclusive of a capital component (currently $3.50 per 1,000 gallons; based on no previous capital contribution to the system (O&M/capital)). Payments shall be due within thirty (30) days of receipt of such billing.

5.3 DETERMINATION OF FLOWS. The basis for billing shall be metered flow

volumes wherever possible, see Exhibit B. Meters shall be calibrated no less often than quarterly, and appropriate calibration records shall be retained. Palmetto shall have the opportunity to observe the calibration process, test the calibration equipment and review the calibration records of Fulton upon written request. Any meter tested and found to be accurate within ten percent shall be considered accurate for billing purposes. Where metering stations are not feasible or a dispute arises with respect to the accuracy or appropriateness of metering results, Palmetto's Director of Public Works and Fulton's Director of Public Works will attempt to resolve the dispute in good faith, in the first instance, before seeking other options that may be available to the parties.

5.4 PROVISION OF DATA. Both parties agree to provide flow data, or, if flow is not metered, water consumption within the service area and population data to the other as may be reasonably requested in writing by the other party within ten (10) business days following receipt of each such request.

5.5 CHANGES IN CAPACITY. Palmetto may request additional Reserved Capacity in Camp Creek. Any increase of Reserved Capacity shall require the adjustment of the Required Financial Contribution Percent for the Total Project Cost of any future capital improvements to such facility. The percentage of Reserved Capacity and the parallel Required Financial Contribution Percent may not, however, be increased or decreased except by formal written amendment of this Agreement.

5.6 FUTURE EXCESS FLOW. When the average daily flow received from Palmetto to Camp Creek based on a 60-day reporting period reaches 80% of the Reserved Capacity for such facility, Palmetto must prepare and submit to Fulton a written plan which demonstrates how

future flows will be maintained within the Reserved Capacity. Should Palmetto's flow received at Camp Creek exceed its then-current Reserved Capacity, Palmetto shall immediately take appropriate measures to reduce its flow to within its Reserved Capacity. Continued discharge in excess of the Reserved Capacity, without prior written approval by Fulton, calculated as a daily average over 60 days time, will be considered a material breach of contract, for which Fulton is entitled to one or more of the following remedies, none of which shall be an exclusive remedy: (a) immediate payment of the applicable rate set forth in Section 5.2 with respect to the Reserved Capacity flow and the flow in excess of the Reserved Capacity plus a surcharge rate equal to 25% of the then-current rate applicable to the excess flow, (b) payment (or reimbursement) of any and all damages claimed by third parties directly related to such excess flow, (c) immediate payment (or reimbursement) of any and all civil penalties and fines imposed by regulatory agencies or courts of law directly attributed to such excess flow, (d) interest on any aforesaid amount not paid when due pursuant hereto at the Applicable Interest Rate calculated in accordance with Section 8.2, and (e) any and all other remedies available at law or in equity. Any amount payable pursuant to this Section 5.6 shall be paid by Palmetto within fifteen (15) days following written demand therefor. The obligation to pay the applicable rate plus surcharge shall arise in the event that Palmetto's flows to Camp Creek exceed those set forth in Section 5.1.2.

ARTICLE 6

COLLECTION SYSTEM

6.1 FULTON'S RIGHTS. Fulton shall have the right to make or to permit connections to that portion of the Collection System located within the sewer service boundaries of Fulton.

6.2 PALMETTO'S RIGHTS. Palmetto shall have the right to make or to permit connections to that portion of the Collection System located within the sewer service boundaries of Palmetto.

6.3 CHARGES FOR CONNECTIONS. Palmetto shall have the right to determine and impose charges for connections permitted or made to the Collection System within its sewer service boundaries. This right shall include the right to contract with other sewer service provider(s) for the use of the Sewerage System within its sewer service boundaries, provided that Palmetto shall not permit by contract the discharge of flow which will result in Palmetto's exceeding its maximum Reserved Capacity flow to Camp Creek as set forth in Article 5 hereof.

6.4 OPERATIONS AND MAINTENANCE. Fulton and Palmetto shall be responsible for operations and maintenance of the collection systems located within their respective sewer service boundaries.

ARTICLE 7

SEWER USE ORDINANCES AND INDUSTRIAL PRETREATMENT PROGRAMS

7.1 RESPONSIBILITIES. Each party will be responsible for implementing, updating, enforcing, monitoring and controlling its sewer use ordinance and industrial pretreatment programs within its jurisdictional limits.

7.2 REVISIONS. To the extent that Palmetto's sewer use ordinance and industrial pretreatment program is inconsistent with state and federal requirements, Palmetto will amend and/or revise its sewer use ordinance and industrial pretreatment program to comply with all state and federal requirements and will accept and implement reasonable changes to such ordinance and program requested in writing by Fulton with respect to control of discharges which ultimately will

be treated at Camp Creek which are consistent with state and federal requirements. When required for compliance with Fulton's NPDES permit, Palmetto will revise its ordinance and industrial pretreatment program in a manner reasonably acceptable to Fulton.

7.3 ENFORCEMENT AND PERMITTING. Palmetto agrees to diligently enforce its sewer use ordinance and industrial pretreatment program for users of its portion of the Sewerage System. Palmetto will issue permits to all industrial discharges within its jurisdictional limits as required by the ordinance and pretreatment program and will monitor compliance with the permits. A written report of non-compliant discharges within Palmetto's jurisdiction tributary to Camp Creek will be provided by Palmetto if any such non-compliance occurs.

7.4 FAILURE TO ENFORCE. In the event Palmetto fails to take reasonable pretreatment enforcement action on a timely basis, Fulton may take whatever action by law it is authorized to take.

7.5 OTHER JURISDICTIONS. Before an industrial user located outside the jurisdictional boundaries of Palmetto discharges wastewater into the Fulton sewer system for treatment at Camp Creek, Palmetto will enter into an agreement with the jurisdiction in which such industrial user is located. The terms of such agreement shall be substantially equivalent to the applicable terms of this Agreement, and such agreement must be fully executed by all parties thereto prior to a discharge from any industrial user in the outside jurisdiction.

7.6 ANNUAL REPORTS. Palmetto will submit a written annual report to Fulton on the compliance status of each significant industrial user and any enforcement response taken or anticipated. Each such report will include the time frames for initial enforcement actions, as well as any subsequent enforcement actions.

7.7 EMERGENCY ACTION. Fulton, acting as an agent of Palmetto, may take emergency action to stop or prevent any discharge into its sewer system for treatment at Camp Creek that is generated in, or transported through Palmetto, when in the reasonable opinion of Fulton such damage presents, or may present, an imminent danger to the health or welfare of humans, which reasonably appears to threaten the environment, or which threatens to cause interference or contamination to Fulton's System. Fulton agrees to provide such notice as is practicable to the sewer user and Palmetto of its intent to take emergency action prior to taking action; provided, however, it is understood and agreed the opportunity to respond to such action or anticipated action may be limited to a hearing after the action has occurred.

ARTICLE 8

PROVISIONS OF GENERAL APPLICATION

8.1 RIGHT TO SEEK SPECIFIC PERFORMANCE. The parties agree that the costs and damages resulting from a breach of the contractual rights to use the Sewerage System facilities up to the specified amounts granted by this Agreement may not be susceptible to monetary calculation, and that damages recoverable at law may not be adequate compensation for nonperformance of the covenants of this Agreement. It is therefore agreed that in each instance where money damages are not an adequate remedy and the provisions of Section 8.8 have been complied with, either party shall be entitled to specific performance or any other equitable remedies.

8.2 RATE OF INTEREST. Whenever this Agreement provides for the accrual and payment of interest on sums to be paid by one party to the other, such interest shall be calculated at the Applicable Interest Rate as defined in Section 1.1 in effect during the period for

which interest is due. Interest shall be calculated at the Applicable Interest Rate based upon the total number of calendar days during which the applicable amounts remain unpaid, including the original due date of the delinquent payment and excluding the day on which the amount (including accrued interest) is paid in full.

8.3 OPERATIONS REVIEW. Both parties agree that, upon receipt by one party of a written request from the other party for an operations review, an operations review to determine the status of the operations, maintenance, and personnel needs of any component of the Sewerage System, as well as the efficiency, management, and reliability of the cost-effectiveness of the operation of any component of the Sewerage System, shall be completed and a written report of such review and the resulting recommendations shall be delivered to the requesting party within ninety (90) days following receipt of the written request. The reasonable out-of-pocket costs of the operations review will be paid by the party requesting same. The recommendations of an operations review will not bind either party.

8.4 SEVERABILITY. In case any one or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid by a court of competent jurisdiction, it is the intention of each of the parties hereto that such illegality or invalidity shall not affect any other provision hereof, but this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein. This Agreement shall be construed to adopt, but not to enlarge upon, all the applicable provisions of the Constitution and general laws of Georgia, and, if any provisions hereof conflict with any applicable provisions of said Constitution or laws, the latter as adopted by the legislature and as interpreted by the courts of this state shall prevail in lieu of any provision hereof in conflict or not in harmony therewith.

8.5 WAIVER. A failure to initiate action as to any breach shall not be deemed as a waiver of that right of action and all such uninitiated rights of action shall be cumulative.

8.6 TERM OF AGREEMENT. This Agreement shall be in effect and shall constitute a binding obligation of the parties hereto from and after its execution by the last party to execute same and shall continue in effect for thirty (30) years.

8.7 PERIODIC REVIEW OF PROVISIONS. The parties shall hold periodic reviews of the provisions of this Agreement in order to provide for the changing needs of both parties, and to insure the Sewerage System meets all applicable state and federal requirements, as they may be promulgated or amended. The parties agree to negotiate diligently and in good faith to accommodate each other's needs and proposed amendments and to use all diligent and good faith efforts to enact by appropriate legislation such amendments as are agreed upon by both parties to be appropriate. No such amendments to this Agreement shall become effective unless authorized by the respective Governing Authority of both parties. However, nothing herein shall prevent either party from proposing amendments to the other at any time during the term of thiss Agreement.

8.8 NOTICE OF COMPLETION OF PROJECTS AND DETERMINATION OF FINAL COSTS. Within one hundred eighty (180) days of the completion of a Project and determination of final cost, Fulton will notify Palmetto of the completion and determination of final cost. Any overpayment or underpayment by Palmetto shall be settled in lump sum consistent with the timing for payments described in Section 3.2. All documents used in the notification of Project completion and determination of final cost shall be available to Palmetto within 10 business days of written request therefor.

8.9 RESOLUTION OF DISPUTES. Should there arise any issues or disputes related to this Agreement, the parties will in good faith attempt to resolve such issues or disputes promptly and amicably, and may by mutual agreement submit same to non-binding mediation.

8.10 FIRE AND EXTENDED INSURANCE COVERAGE. Fulton shall obtain and maintain fire and extended coverage, flood, vandalism, and malicious mischief insurance coverage for its capital assets and personalty included in the Sewerage System, including boiler or pressure vessel explosion and all other coverage reasonably necessary to adequately cover reasonably foreseeable risks, insuring the buildings' systems, equipment and other improvements and all additions, extensions, alterations and modifications thereto in an amount equal to at least seventy-five (75) percent of the full replacement value thereof, as such value shall be determined periodically by Fulton. The cost of such coverage shall be allocated to the insured facility.

8.11 DAMAGE OR DESTRUCTION OF FACILITIES. In the event of damage or destruction by fire or other casualty of the Sewerage System, Fulton shall, with reasonable diligence and dispatch, repair, or rebuild, or otherwise make provision for restoring functionality to said facilities so as to restore them as nearly as possible to the condition which existed immediately prior to the damage or destruction, subject to such modifications as may be agreed to by the parties. Any repair or rebuilding required hereunder shall be paid for with the proceeds of the insurance required under Section 8.10 and any remaining costs shall be paid by Fulton as the owner of the Camp Creek Plant.

8.12 PERSONAL LIABILITY. No elected official, director, officer, or employee of either party shall be charged personally or held contractually liable by or to the other party under any terms or provisions of this Agreement or because of any breach thereof or because of its or

their execution or attempted execution thereto.

8.13 RESPONSIBILITY OF PARTIES FOR SEWERAGE SYSTEM. Palmetto and Fulton shall be responsible for the maintenance, repair, and operation of their respective components of the Sewerage System. No party not a signatory to this Agreement shall be a beneficiary of the rights and obligations hereunder.

8.14 TIME OF ESSENCE. Time is of the essence of this Agreement.

8.15 HEADINGS. The headings contained herein are for convenience and reference only and are not intended to define or limit the scope of any provisions of this Agreement.

8.16 ASSISTANCE. Palmetto and Fulton agree to provide each other with assistance in the form of plans and specifications, reports and projections, as may be necessary or appropriate for the efficient operation of the Sewerage System.

8.17 NUMBER OF ORIGINAL DOCUMENTS. It is agreed between the parties that this Agreement shall be executed in two or more originals, all of which shall constitute one and the same document, and any one of which may be used for any purpose for which an original executed document may be used.

8.18 ASSIGNMENT OF AGREEMENT. This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties to this Agreement; provided, however, that neither this Agreement nor any interest herein shall be transferred or assigned by any party hereto except with the consent in writing of the other party hereto which consent shall not be unreasonably withheld. No assignment or transfer of this Agreement without consent shall relieve a party hereto of any obligation hereunder.

8.19 INTERGOVERNMENTAL AGREEMENT. The parties hereto agree that

this Agreement is an intergovernmental contract entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia of 1983.

Palmetto shall pay its financial obligations under this Agreement in accordance with the provisions of this Agreement, whether or not a Project, or any part thereof, has been completed, is operating or operable or its output is suspended, interrupted, interfered with, reduced or curtailed or terminated in whole or in part, and such payments shall not be subject to reduction by offset and shall not be conditional upon the performance or non-performance by Fulton of any other agreement or any other condition whatever.

8.20 DEFAULT. Failure of Palmetto to pay Fulton any of the payments required under this Agreement when due or failure of either party to comply with any covenant, term, or obligation of this Agreement shall constitute a material default on the part of such party. In any such event the non-defaulting party may, after complying with the provisions of Section 8.8, bring any suit, action, or proceeding in law or in equity, including but not limited to mandamus, injunction and/or action for specific performance, as may be necessary or appropriate to enforce any provision, covenant, term, or obligation of this Agreement against the other party.

8.21 NOTICE. All notices pursuant to this Agreement shall be in writing and delivered in person or transmitted by certified mail, postage prepaid, or by registered overnight mail or delivery service, charges prepaid. All notices to Fulton County shall be addressed as follows, unless otherwise directed in writing:

County Manager
Government Center Tower
141 Pryor Street, Suite 10061
Atlanta, Georgia 30303

with a copy to the:

Assistant Director
Fulton County Department of Public Works
Water Services Division
Government Center Tower
141 Pryor Street, Sixth Floor
Atlanta, Georgia 30303.

All notices to Palmetto shall be addressed as follows, unless otherwise directed in writing:

City Administrator
City of Palmetto
509 Toombs Street
Palmetto, Georgia 30268

with a copy to the:

Director of Public Works
City of Palmetto
611 Main Street
Palmetto, Georgia 30268

8.22 PRIOR AGREEMENTS. This Agreement supersedes any and all previous agreements between Fulton County and Palmetto.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the duly authorized officials of Palmetto and Fulton have caused the name of Palmetto and the name of Fulton and the seals of said political subdivisions and the signatures of their duly authorized executive officers to be affixed hereto on the dates indicated below.

FULTON COUNTY

(SEAL)

By: _____
KAREN HANDEL, Chair
Board of Commissioners

ATTEST:

_____
Clerk to the Commission

APPROVED AS TO CONTENT:

_____
Department of Public Works
Water Services Division

APPROVED AS TO FORM:

_____
County Attorney

CITY OF PALMETTO

(SEAL)

By: _____
J. CLARK BODDIE, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO CONTENT:

_____
Department of Public Works

APPROVED AS TO FORM:

_____
City Attorney

BOC # 04-1120, BOC 10/20/04, All [redacted]

"EXHIBIT A"

City of Palmetto's Share for Camp Creek WRF

Item	Project		Amount, $	Palmetto's Participation, %	Palmetto's Share
	Current Capital Cost for 24 MGD Expansion				
1	Camp Creek DBO 24 MGD	06/02-03/05	85,274,351.00	4.167%	3,553,382.21
2	Design & RFP Preparation for 2003 13-24 MGD Plant Expansion and Upgrade	2002	6,109,678.50	4.167%	254,590.30
3	2003 Expansion Legal Counsel	2002	1,371,856.32	4.167%	57,165.25
A	**Total Items 1 to 3**		92,755,885.82		3,865,137.76
4	35 MGD Design	1998	4,160,364.59	4.167%	173,362.39
5	Interim Improvements	1999	2,194,860.00	4.167%	91,459.82
6	Emergency Power Supply System	1999	2,874,540.00	4.167%	119,782.08
B	***Total Items 4 through 6***		9,229,764.59		384,604.29
	Total A and B		101,985,650.41	4.167%	4,249,742.00

Items 1 through 6 are based on City of Palmetto's share to the Camp Creek NPDES Permit capacity at 24 MGD. (1.0 MGD is 4.167% of 24

04-1018CCShares
KS/ks

Fulton County Public
Works
141 Pryor St.
Suite 6001
Atlanta, GA GA 30303



9214 8902 9562 6590 1613 2549 48

Mayor
City of Union City
5047 Union Street
Union City GA 30291

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT FOR WASTEWATER SERVICES BETWEEN FULTON COUNTY, GEORGIA AND THE CITY OF UNION CITY, GEORGIA FOR CAMP CREEK WATER RECLAMATION FACILITY

This INTERGOVERNMENTAL AGREEMENT ("Agreement') between the CITY OF UNION CITY, a municipal corporation of the State of Georgia ("Union City"), and FULTON COUNTY, GEORGIA, a political subdivision of the State of Georgia ("Fulton") (Union City and Fulton are each a "Party" and collectively the "Parties"), is effective as of the date the last Party to the Agreement executes the Agreement.

WITNESSETH:

WHEREAS, each of the Parties hereto is a governmental entity of the State of Georgia, having the legal authority and obligation to organize, maintain, and operate systems of sewerage in its respective jurisdiction to serve its citizens; and

WHEREAS, Fulton owns and operates the Camp Creek Water Reclamation Facility, ("Camp Creek WRF"); and

WHEREAS, the Georgia Department of Natural Resources, Environmental Protection Division ("EPD") has mandated that watershed assessment and planning be conducted to support environmental regulatory action on wastewater discharges; and

WHEREAS, both parties agree that it is in their mutual interests to work cooperatively on wastewater management and watershed management in the Camp Creek service area and agree that the environmental management of the common watershed can be enhanced through regional cooperation; and

WHEREAS, the terms of this Agreement are intended to address the long-term needs of the parties related to wastewater management; and

WHEREAS, the Parties wish to set terms and conditions and provide procedures for the current and future use of Camp Creek WRF and future capital improvements to the System, and to agree upon methods of determining and sharing current and future costs of capital improvements and operation and maintenance of the Sewerage System.

NOW, THEREFORE, in consideration of the mutual rights and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do agree as follows:

ARTICLE 1

DEFINITIONS

In the construction of this Agreement, the following terms shall have the following meanings and shall be construed as required by the following provisions, unless inconsistent with the manifest intent of the text:

1.1 APPLICABLE INTEREST RATE. The rate of one percent per month.

1.2 BUSINESS DAY. Each day excluding each Saturday, Sunday, and state or federal holiday on which banks in the State of Georgia are authorized to close for purposes of customary banking services.

1.3 CAPITAL IMPROVEMENTS. Those additions, replacements, or improvements to the Sewerage System, which, under generally accepted accounting principles or practices, are considered capital in nature, and which are made for the purpose of repairing, improving, or expanding the Sewerage System.

1.4 CITY MANAGER. The Manager of the City of Union City, or his or her designee, for purposes of this Agreement.

1.5 COLLECTION SYSTEM. A component of the System consisting of the sewer lines, storage facilities, pump stations, and force mains which transport flows to a treatment facility or its influent pumping station.

1.6 DATE OF EXECUTION. The date on which the last Party to this Agreement executes this Agreement.

1.7 DESIGN CAPACITY. Flow capacity in million gallons per day (MGD) of a particular water pollution control or reclamation facility as described in the most recent design study, or any revision thereto, undertaken by the permit holder of said facility, which must be certified by an engineer licensed to practice in the State of Georgia, expressed as average daily flow, maximum-month daily flow, and/or peak wet weather flow; provided, however, as to any facility for which a permit from a regulatory body as to its maximum flow capacity is required, the Design Capacity of such facility shall not exceed such maximum permitted flow capacity.

1.8 DIRECTOR OF PUBLIC WORKS. The Director of Public Works of Fulton, or his or her designee, for purposes of this Agreement.

1.9 GOVERNING AUTHORITY. As applicable, the City Council of the City of Union City, Georgia, or the Board of Commissioners of Fulton County, Georgia, or any replacement governmental body vested with the power to govern the respective jurisdiction under the laws of the State of Georgia.

1.10 NPDES PERMIT. National Pollution Discharge Elimination System Permit.

1.11 PROJECT. Any project consisting of future capital improvements to the System undertaken pursuant to this Agreement.

1.12 PROJECT COSTS. Any and all costs and expenses of any Project, including,

without limitation, the costs of planning, design, engineering, architectural, and construction of the Project, the costs of plans and specifications, the costs necessary or incident to determining the feasibility or practicality of the Project, the costs of acquiring or condemning all lands, properties, rights, and easements acquired for the Project, the costs of all buildings, machinery and equipment included in the Project, the costs of insurance, financing charges and interest as applicable, the costs of compliance with environmental regulations and environmental protection, the costs of re-rating any facility, the costs of project construction management and construction engineering, legal fees and expenses, and such other costs as may be necessary or incidental to the construction and equipping of the Project, and the placing of the Project in operation; provided, however, Project Costs shall not include any operating cost (as accepted by industry standard), any repair or routine maintenance cost, or any cost stemming from a claim, fine or penalty resulting from the negligent or intentional act or omission of Fulton or such Party's agent.

1.13 RATES. Rates shall be established on the basis of a utility industry standard cost of service study prepared by or on behalf of Fulton. Such study shall serve to establish at least the following three rate categories: (1) retail rates billed to residential/commercial customers, (2) wholesale rates, inclusive of a capital component and operations and maintenance component based on no capital contribution to the System ("Capital/O&M"); and (3) wholesale rates, without a capital component and with operations and maintenance based on that customer's capital contribution to the System ("O&M"). Whenever Fulton deems it necessary to revise its rates, Fulton shall notify Union City in writing of the pending rate increase not less than thirty (30) days prior to submittal of such revised rates to Fulton's Governing Authority for approval. Upon approval of such rates, Fulton shall notify Union City in writing by the first to occur: (a) thirty (30)

days after such approval by the respective Governing Authority or (b) at least thirty (30) days prior to the effective date of such rates, which notice shall state each rate and the effective date thereof. Nothing herein is intended to be construed as affecting Fulton's sole authority to revise its rates. All documentation used in cost-of-service studies, if any, shall be provided by Fulton to Union City within ten (10) Business Days of the date upon which Fulton's Governing Authority revises its rates.

1.14 RESERVED CAPACITY. The quantity of flow expressed as million gallons per day or thousand gallons per day purchased and allocated for use by Union City of Camp Creek WRF, as set forth in Section 5.1.2.

1.15 REQUIRED FINANCIAL CONTRIBUTION. The dollar amount payable by Union City with respect to each future Project equal to (a) the sum of the Total Project Cost for the Project minus the total amount of all state and federal funds, (b) multiplied by Union City's Required Financial Contribution Percent.

1.16 REQUIRED FINANCIAL CONTRIBUTION PERCENT. The applicable percent specified in Section 2.1 or in an amendment to this Agreement for the applicable Project, or if no percent is so specified for any future capital improvement to the Sewerage System, the percent which such Reserved Capacity (following such capital improvement) is of the Design Capacity of Camp Creek WRF (following such capital improvement).

1.17 SEWERAGE SYSTEM, SEWER SYSTEM, OR SYSTEM. The physical system of sewers, pumping stations, force mains, storage and treatment facilities by which Union City and Fulton collect, convey, treat, and discharge wastewater within the Camp Creek service area.

1.18 TOTAL PROJECT COST. The aggregate dollar amount of all Project Costs of a

future Project undertaken pursuant to this Agreement.

ARTICLE 2

FINANCIAL CONTRIBUTION BY UNION CITY

2.1 UNION CITY'S REQUIRED FINANCIAL CONTRIBUTION PERCENT FOR CAMP CREEK WRF. Union City's total Required Financial Contribution Percent for the Camp Creek WRF Improvements shall be 12.5% of Camp Creek WRF's current capacity as determined in Section 5.1.2.

ARTICLE 3

FUTURE CAPITAL IMPROVEMENTS OF FULTON

3.1 DETERMINATION TO MAKE FUTURE CAPITAL IMPROVEMENTS. Fulton may make necessary Capital Improvements to the Sewerage System from time to time, subject to approval by appropriate state or federal regulatory agencies, if excessive water loads or flows are impairing the efficient operation of the System, if additional capacity is required, if such improvements are necessary to comply with the regulations or requirements of agencies of the State of Georgia and/or agencies of the federal government, or if improved processes are available and the additions of said processes are necessary or desirable to provide operations which are more efficient and economical. Union City agrees that the determination to make capital improvements for any one or more of the reasons aforementioned shall be made by Fulton. For the purpose of long-range planning, the Parties, acting by and through the City Manager of Union City and the Fulton Director of Public Works, shall meet at least annually or more frequently as deemed necessary to discuss Inflow and Infiltration ("I/I") concerns and reductions determine whether additional capacity to serve both

jurisdictions will be required, necessary, or desirable, for any facility which is part of the Sewerage System. The Parties agree that any such meeting will be held within thirty (30) days of a written request therefor from either Party.

3.2 NOTICE. Upon the determination that Capital Improvements to the System are necessary, desirable or appropriate pursuant to Section 3.1, Fulton shall provide written notice to Union City of such determination, which notice also shall include Fulton's current estimate of the Total Project Cost and its calculation of the Required Financial Contribution from Union City, based on Union City's Required Financial Contribution Percent, for such Project. Fulton's estimate of the Total Project Cost shall be supported by the estimate from the contractor who was awarded the contract for the aforesaid Capital Improvement. Union City shall respond in writing acknowledging such notice within thirty (30) days after the date such notice is received.

3.3 PAYMENT. The date Union City begins making its Required Financial Contribution will depend on when Union City receives written notice from Fulton. If Union City receives written notice prior to sixty (60) days of the commencement of Union City's next fiscal year, Union City shall pay the Required Financial Contribution within forty-five (45) days of the beginning of that fiscal year. If Union City does not receive the above-described notice at least sixty (60) days prior to the beginning of Union City's next fiscal year, Union City shall pay the full Required Financial Contribution within forty-five (45) days of the beginning of Union City's succeeding fiscal year. Upon completion of the Project, adjustments to the estimated Total Project Cost shall be made in accordance with Sections 4.2 and 4.3.

Union City shall pay its financial obligations under this Agreement in accordance with the provisions of this Agreement, whether or not a Project, or any part thereof, has been completed, is operating or operable or its output is suspended, interrupted, interfered with, reduced or curtailed or terminated in whole or in part, and such payments shall not be subject to reduction by offset and shall not be conditional upon the performance or non-performance by Fulton of any other agreement or any other condition whatever.

ARTICLE 4

PAYMENTS AND OWNERSHIP

4.1 FAILURE TO RESPOND. In the event Union City fails to comply with Articles 2 and 3 of this Agreement, such failure shall be deemed a material breach of this Agreement and all remedies set forth in this Agreement, including the provisions of Section 4.3, shall be available to Fulton.

4.2 ADJUSTMENT OF PAYMENTS. Union City and Fulton agree that the calculation of the Total Project Cost for future Capital Improvements and Union City's Required Financial Contribution with respect thereto are estimates, and that circumstances may arise that cause a change to such estimates. After (a) Fulton initiates any Capital Improvement pursuant to this Agreement and has certified that construction of such Capital Improvement has been completed in accordance with approved plans and specifications, (b) final payment of all federal or state grant money due Fulton, if any, has been received, (c) final payment to the construction contractor(s) has been made-and resolution of any appropriate construction claims (excluding claims stemming from a negligent or intentional act or omission of Fulton) has occurred and (d) Fulton has determined the final Total Project Cost

of the Capital Improvement, then the mathematical adjustment of the total Required Financial Contribution payable by Union City shall be made. If an adjustment needs to be made and Union City receives billing for that adjustment at least sixty (60) days prior to the beginning of that fiscal year, Union City shall pay such additional Required Financial Contribution within forty-five (45) days of the beginning of Union City's fiscal year. If Union City does not receive such billing at least sixty (60) days prior to the beginning of its fiscal year, Union City shall pay the additional Required Financial Contribution within forty-five (45) days following the beginning of Union City's next fiscal year.

4.3 FAILURE TO PAY WHEN DUE. In the event of any failure to pay when due any amount due under this Agreement, interest shall automatically accrue on such delinquent amount in accordance with Sections 1.1 and 8.2, from the date such payment is due until full payment of such delinquent amount and accrued interest thereon is made.

4.4 OWNERSHIP OF SYSTEM. Union City agrees that the payment of its Required Financial Contributions as described in Section 2.1 and payment of the rates assessed for its flow to Camp Creek WRF constitutes consideration paid for Union City's contractual right to use Camp Creek WRF in the amount of its Reserved Capacity therein and does not constitute consideration paid for any ownership right, ownership interest, indicia of ownership or other property right in Camp Creek WRF. Union City's use of Camp Creek WRF in the amount of its Reserved Capacity specified herein shall not constitute any transfer of any ownership rights, ownership interests or other property rights in Camp Creek WRF.

ARTICLE 5

USE OF FACILITIES

5.1 UNION CITY'S RIGHT TO USE OF CAMP CREEK.

5.1.1 CURRENT FACILITY. Subject to Section 2.1 of this Agreement and payment of the additional Required Financial Contribution described in Section 2.1, Union City's Reserved Capacity in Camp Creek WRF shall be 3.00 MGD with respect to the current Camp Creek WRF.

5.1.2 RESERVED CAPACITY. Union City's payment of its additional Required Financial Contribution pursuant to Articles 3 and 4 hereof, and Union City's timely payment of applicable treatment rates for its use of Camp Creek WRF pursuant to the Agreement, will entitle Union City to discharge in the future no more than the following respective Reserved Capacity of flow to Camp Creek WRF:

Camp Creek WRF

	Design Capacity (MGD)	Union City's Reserved Capacity (Percent)	Union City's Reserved Capacity (MGD)
Maximum Month Daily Flow	24	12.50%	3.0

5.1.3 RE-RATING OF RESERVED CAPACITY. [RESERVED].

5.1.4 UNUSED RESERVED CAPACITY. Union City is prohibited from selling its unused Reserved Capacity to other jurisdictions or any private entities outside of its municipal limits. In addition, Union City shall not extend, or permit extensions of or connections to, the System outside of the current or future municipal limits of Union City.

5.1.5 DETERMINATION AND PAYMENT OF APPLICABLE RATES. Union

City agrees to pay for its flow usage at an established rate that reflects the cost of service being provided as established and revised from time to time in accordance with Section 1.13. The rate for flows exceeding the Reserved Capacity shall be the wholesale rate inclusive of a capital component based on no previous capital contribution to the system (Capital/O&M). Payments shall be due within thirty (30) days of receipt of such billing.

5.2 DETERMINATION OF FLOWS. The basis for billing shall be metered flow volumes wherever possible. The location of current meters monitored by Fulton is shown on the map attached hereto as Exhibit A. Meters shall be calibrated no less often than quarterly, and appropriate calibration records shall be retained. Union City shall have the opportunity to observe the calibration process, test the calibration equipment and review the calibration records of Fulton upon written request. Any meter tested and found to be accurate within ten percent shall be considered accurate for billing purposes. The cost of monitoring the flows and of any quarterly calibration services shall be borne equally by the parties, with Union City's share of any such costs being due and payable to Fulton no later than thirty (30) days from Union City's receipt of an invoice from the County. If payment is not remitted by the due date, Union City agrees to pay Fulton (in addition to Union City's share of the calibration costs) a late charge equal to five percent (5%) of Union City's share of the calibration costs. The parties agree that a 250 gpd amount will be used for house counts where it is not economically feasible for a flow meter to be placed. Where a dispute arises with respect to the accuracy or appropriateness of metering results, the City Manager and the Director of Public Works shall attempt to resolve the dispute in good faith before seeking other options that may be available to the parties.

5.3 PROVISION OF DATA. Both Parties agree to provide flow data, or, if flow is not

metered, water consumption within the service area and population data to the other Party as may be reasonably requested in writing by the other Party within ten (10) business days following receipt of each such request.

5.4 CHANGES IN CAPACITY. Union City may request additional Reserved Capacity in Camp Creek WRF. Any increase of Reserved Capacity shall require the adjustment of the Required Financial Contribution Percent for the Total Project Cost of any future capital improvements to such facility. The percentage of Reserved Capacity and the parallel Required Financial Contribution Percent may not, however, be increased or decreased except by formal written amendment of this Agreement. Fulton shall act on Union City's request for additional Reserved Capacity within sixty 60 days of Fulton's receipt of the request. Should Fulton deny Union City's request for additional Reserved Capacity due to Camp Creek WRF having no more Unallocated Reserved Capacity, then the Excess Flow provisions of Section 5.5 may be implemented. However, should Fulton deny Union City's request for additional Reserved Capacity for any reason other than Camp Creek WRF having no more Unallocated Reserved Capacity available, or should Fulton fail to respond to Union City within sixty 60 days of Fulton's receipt of Union City's request for additional Reserved Capacity, then the higher rate for future Excess Flows as described in Section 5.5 shall not be implemented. This Section does not limit implementation of the Excess Flow provisions of Section 5.5 in any circumstances other than those described above regarding requests by Union City for additional Reserved Capacity.

5.5 FUTURE EXCESS FLOW. When the average daily flow received from Union City to Camp Creek based on a 60-day reporting period reaches 80% of the Reserved Capacity for such facility, Union City must prepare and submit to Fulton a written plan which demonstrates

how future flows will be maintained within the Reserved Capacity. Should Union City's flow received at Camp Creek WRF exceed its then-current Reserved Capacity, Union City shall immediately take appropriate measures to reduce its flow to within its Reserved Capacity. Continued discharge in excess of the Reserved Capacity calculated as a daily average over 60 days' time, will be considered a material breach of contract, for which Fulton is entitled to one or more of the following remedies, none of which shall be an exclusive remedy: (a) immediate payment of the applicable rates set forth in Section 5.2 with respect to the Reserved Capacity flow and the flow in excess of the Reserved Capacity, (b) payment (or reimbursement) of any and all damages caused to third parties directly related to such excess flow, (c) immediate payment (or reimbursement) of any and all civil penalties and fines imposed by regulatory agencies or courts of law directly attributed to such excess flow, (d) interest on any aforesaid amount not paid when due pursuant hereto at the Applicable Interest Rate calculated in accordance with Section 8.2, and (e) any and all other remedies available at law or in equity. Any amount payable pursuant to this Section 5.5 shall be paid by Union City within fifteen (15) days following written demand therefor.

ARTICLE 6

COLLECTION SYSTEM

6.1 FULTON'S RIGHTS/RESPONSIBILITIES. Fulton shall have the right to make or permit connections to that portion of the Collection System located within the sewer service boundaries outlined as Fulton's responsibility in the map attached hereto as Exhibit B, subject to Fulton first receiving a right to serve letter from Union City for those areas depicted in Exhibit B within the municipal limits of Union City. Fulton shall continue to provide retail sewer service to its existing customers located within the corporate limits of Union City (as those limits currently

exist and as they may be expanded in the future by annexation) delineated as its responsibility in Exhibit B unless and until such time as the Parties mutually agree to transfer such retail customers to Union City. Union City shall provide retail sewer service to its existing customers unless and until such time as the Parties mutually agree to transfer such retail customers to Fulton. Notwithstanding the above, permitting related to any direct connection to the interceptor wastewater line located in or around Union City, identified in the map attached hereto as Exhibit C, shall be the sole responsibility of Fulton.

6.2 UNION CITY'S RIGHTS/RESPONSIBILITIES. Union City shall have the right to make or to permit new connections to that portion of the Collection System located within the corporate limits of Union City, subject to the restrictions set forth in Section 6.1.

6.3 CHARGES FOR CONNECTIONS. Union City shall have the right to determine and impose charges for new connections permitted or made to the Collection System within Union City's corporate limits. This right shall include the right to contract with other sewer service provider(s) for the use of the Sewerage System within its sewer service boundaries, provided that Union City shall not permit, by contract or otherwise, the discharge of flow which will result in Union City's exceeding its maximum Reserved Capacity flow to Camp Creek WRF as set forth in Article 5 hereof. .

6.4 INFLOW AND INFILTRATION (I/I) PROGRAM - UNION CITY. Union City shall implement an I/I program to reduce I/I to its Collection System. Union City shall submit to Fulton annual reports indicating action taken and amount of reduction of I/I in the Collection System due to those actions.

6.5 INFLOW AND INFILTRATION (I/I) PROGRAM - FULTON. Fulton shall

implement an I/I program to reduce I/I to its portion of the Collection System located within the municipal limits of Union City, and that part of Fulton's Collection System outside of Union City that flows into Union City, as described in Section 3.1. Fulton shall submit to Union City annual reports indicating action taken and amount of reduction of I/I in the Collection System due to those actions.

ARTICLE 7

SEWER USE ORDINANCES AND INDUSTRIAL PRETREATMENT PROGRAMS

7.1 RESPONSIBILITIES. Each Party will be responsible for implementing, updating, enforcing, monitoring and controlling its sewer use ordinance and industrial pretreatment programs within its jurisdictional limits.

7.2 REVISIONS. To the extent that either Party's sewer use ordinance and industrial pretreatment program is inconsistent with state and federal requirements, that Party will amend and/or revise its sewer use ordinance and industrial pretreatment program to comply with all state and federal requirements and will accept and implement reasonable changes to such ordinance and program requested in writing by the other Party with respect to control of discharges from or through Union City which ultimately will be treated at Camp Creek WRF. When required for compliance with Fulton's NPDES permit, Union City will revise its ordinance and industrial pretreatment program in a manner reasonably acceptable to Fulton.

7.3 ENFORCEMENT AND PERMITTING. Each Party agrees to diligently enforce its sewer use ordinance and industrial pretreatment program for users of its portion of the Sewerage System. Union City will issue new permits to all industrial dischargers within its municipal limits as required by its ordinance and pretreatment program and will monitor compliance with the

permits. A written report of non-compliant discharges within Union City's municipal limits to tributaries of Camp Creek will be provided to the other party by the party whose retail customer(s) caused such discharge(s).

7.4 FAILURE TO ENFORCE. In the event either Party fails to take reasonable pretreatment enforcement action on a timely basis, the other party may take whatever action by law it is authorized to take.

7.5 ANNUAL REPORTS. Each Party will submit a written annual report to the other party on the compliance status of each of their respective significant industrial customers located within the corporate limits of Union City and any enforcement response taken or anticipated. Each such report will include the time frames for initial enforcement actions, as well as any subsequent enforcement actions.

7.6 EMERGENCY ACTION. Each Party, acting as an agent of the other Party, may take emergency action to stop or prevent any discharge into its sewer system for treatment at Camp Creek WRF that is generated in, or transported through Fulton or Union City, when in the reasonable opinion of either Party such discharge presents, or may present, an imminent danger to the health or welfare of humans, which reasonably appears to threaten the environment, or which threatens to cause interference or contamination to either Party's System. Both Parties agree to provide such notice as is practicable to the sewer user and the other Party of its intent to take emergency action prior to taking action; provided, however, it is understood and agreed the opportunity to respond to such action or anticipated action may be limited to a hearing after the emergency powers of either Party have been exercised.

ARTICLE 8

PROVISIONS OF GENERAL APPLICATION

8.1 RIGHT TO SEEK SPECIFIC PERFORMANCE. The Parties agree that the costs and damages resulting from a breach of the contractual rights to use the Sewerage System facilities up to the specified amounts granted by this Agreement may not be susceptible of monetary calculation, and that damages recoverable at law may not be adequate compensation for nonperformance of the covenants of this Agreement. It is therefore agreed that in each instance where money damages are not an adequate remedy and the provisions of Section 8.8 have been complied with, either Party shall be entitled to specific performance or any other equitable remedies provided by law.

8.2 RATE OF INTEREST. Whenever this Agreement provides for the accrual and payment of interest on sums to be paid by one party to the other, such interest shall be calculated at the Applicable Interest Rate as defined in Section 1.1. Interest shall be calculated at the Applicable Interest Rate based upon the total number of calendar days during which the applicable amounts remain unpaid, including the original due date of the delinquent payment and excluding the day on which the amount (including accrued interest) is paid in full.

8.3 OPERATIONS REVIEW. Both Parties agree that, upon receipt by one Party of a written request from the other Party for an operations review, an operations review to determine the status of the operations, maintenance and personnel needs of any component of the Sewerage System, as well as the efficiency, management and reliability of the cost-effectiveness of the operation of any component of the Sewerage System, shall be completed and a written report of such review and the resulting recommendations shall be delivered to the requesting Party within

ninety (90) days following receipt of the written request. The reasonable out-of-pocket costs of the operations review will be paid by the Party requesting same. The recommendations of an operations review will not bind either Party.

8.4 SEVERABILITY. In case any one or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid by a court of competent jurisdiction, it is the intention of each of the Parties hereto that such illegality or invalidity shall not affect any other provision hereof, but this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein. This Agreement shall be construed to adopt, but not to enlarge upon, all the applicable provisions of the Constitution and general laws of Georgia, and, if any provisions hereof conflict with any applicable provisions of said Constitution or laws, the latter as adopted by the legislature and as interpreted by the courts of this state shall prevail in lieu of any provision hereof in conflict or not in harmony therewith.

8.5 WAIVER. A failure to initiate action as to any breach shall not be deemed as a waiver of that right of action and all such uninitiated rights of action shall be cumulative.

8.6 TERM OF AGREEMENT. This Agreement shall be in effect and shall constitute a binding obligation of the Parties hereto from and after its execution by the last Party to execute same and shall continue in effect for fifteen (15) years. Upon written notice not less than ninety (90) days prior to expiration, this Agreement may be renewed for an additional term of five (5) years.

8.7 PERIODIC REVIEW OF PROVISIONS. The Parties shall hold periodic reviews of the provisions of this Agreement in order to provide for the changing needs of both Parties, and to insure the Sewerage System meets all applicable state and federal requirements, as they may be

promulgated or amended. The Parties agree to negotiate diligently and in good faith to accommodate each other's needs and proposed amendments and to use all diligent and good faith efforts to enact by appropriate legislation such amendments as are agreed upon by both Parties to be appropriate. No such amendments to this Agreement shall become effective unless authorized by the respective Governing Authority of both Parties. However, nothing herein shall prevent either Party from proposing amendments to the other at any time during the term of this Agreement.

8.8 RESOLUTION OF DISPUTES. Should there arise any issues or disputes related to this Agreement, the Parties will in good faith attempt to resolve such issues or disputes promptly and amicably, and may by mutual agreement submit same to non-binding mediation.

8.9 INSURANCE COVERAGE. Fulton shall self-fund insurance coverage for its capital assets and personalty included in the Sewerage System. This self-funded coverage will be sufficient to cover reasonably foreseeable risks and shall insure the buildings' systems, equipment and other improvements and all additions, extensions, alterations and modifications thereto. Any costs associated with this coverage shall be paid for by Fulton.

8.10 DAMAGE OR DESTRUCTION OF FACILITIES. In the event of damage or destruction by fire or other casualty of the Sewerage System, Fulton shall, with reasonable diligence and dispatch, repair, or rebuild, or otherwise make provision for restoring functionality to said facilities so as to restore them as nearly as possible to the condition which existed immediately prior to the damage or destruction, subject to such modifications as may be agreed to by the parties. Any repair or rebuilding required hereunder shall be paid for with the proceeds of the insurance required under Section 8.9 and any remaining costs shall be paid by Fulton as the

owner of the Camp Creek WRF.

8.11 PERSONAL LIABILITY. No elected official, director, officer, or employee of either Party shall be charged personally or held contractually liable by or to the other Party under any terms or provisions of this Agreement or because of any breach thereof or because of its or their execution or attempted execution thereof.

8.12 RESPONSIBILITY OF PARTIES FOR SEWERAGE SYSTEM. Union City and Fulton shall be responsible for the maintenance, repair and operation of their respective components of the Sewerage System, except as otherwise agreed to by the Parties through a separate memorandum of understanding or agreement. No Party not a signatory to this Agreement shall be a beneficiary of the rights and obligations hereunder.

8.13 TIME OF ESSENCE. Time is of the essence for all the terms of this Agreement.

8.14 HEADINGS. The headings contained herein are for convenience and reference only and are not intended to define or limit the scope of any provisions of this Agreement.

8.15 ASSISTANCE. Union City and Fulton agree to provide each other with assistance in the form of plans and specifications, reports and projections, as may be necessary or appropriate for the efficient operation of the Sewerage System.

8.16 NUMBER OF ORIGINAL DOCUMENTS. It is agreed between the Parties that this Agreement shall be executed in two or more originals, all of which shall constitute one and the same document, and any one of which may be used for any purpose for which an original executed document may be used.

8.17 ASSIGNMENT OF AGREEMENT. This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties to this Agreement;

provided, however, that neither this Agreement nor any interest herein shall be transferred or assigned by any Party hereto except with the consent in writing of the other Party hereto which consent shall not be unreasonably withheld. No assignment or transfer of this Agreement without consent shall relieve a Party hereto of any obligation hereunder.

8.18 INTERGOVERNMENTAL AGREEMENT. The parties hereto agree that this Agreement is an intergovernmental contract entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia of 1983.

8.19 PRIOR AGREEMENTS. This Agreement supersedes any and all previous agreements between Fulton and Union City concerning the same subject matter as this Agreement.

8.20 DEFAULT. Failure of Union City to pay Fulton any of the payments required under this Agreement when due or failure of either Party to comply with any covenant, term, or obligation of this Agreement shall constitute a material default on the part of such Party. In any such event the non-defaulting Party may, after complying with the provisions of Section 8.8, bring any suit, action, or proceeding in law or in equity, including but not limited to mandamus, injunction and/or action for specific performance, as may be necessary or appropriate to enforce any provision, covenant, term, or obligation of this Agreement against the other Party.

8.21 NOTICE. All notices pursuant to this Agreement shall be in writing and delivered in person or transmitted by certified mail, postage prepaid, or by registered overnight mail or delivery service, charges prepaid. All notices to Fulton shall be addressed as follows, unless otherwise directed in writing:

County Manager
Fulton County Government Center
141 Pryor Street, Suite 10061
Atlanta, Georgia 30303

With a copy to:
Director, Fulton County Department of Public Works
Fulton County Government Center
141 Pryor Street, Suite 6001
Atlanta, Georgia 30303

With a copy to:
Office of the County Attorney
Attn: County Attorney
Fulton County Government Center
141 Pryor Street, Suite 4038
Atlanta, Georgia 30303

All notices to Union City shall be addressed as follows, unless otherwise directed in writing:

Mayor
City of Union City
5047 Union Street
Union City, Georgia 30291

With a copy to the:
City Manager
City of Union City
5047 Union Street
Union City, Georgia 30291

[signatures on following page]

IN WITNESS WHEREOF, the duly authorized officials of Union City and Fulton have caused the name of Union City and the name of Fulton and the seals of said political subdivisions and the signatures of their duly authorized executive officers to be affixed hereto below:

ATTESTED:

(SEAL)

Tonya R. Grier
Clerk to the Commission

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Board of Commissioners

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

David Clark, Director
Department of Public Works

ATTESTED:

(SEAL)

City Clerk

CITY OF UNION CITY, GEORGIA

Mayor

APPROVED AS TO FORM:

City Attorney

APPROVED AS TO CONTENT:

Director of Public Works

ITEM # 25-0458 SRM 6 / 18 / 25
SECOND REGULAR MEETING

EXHIBIT A
[Title]

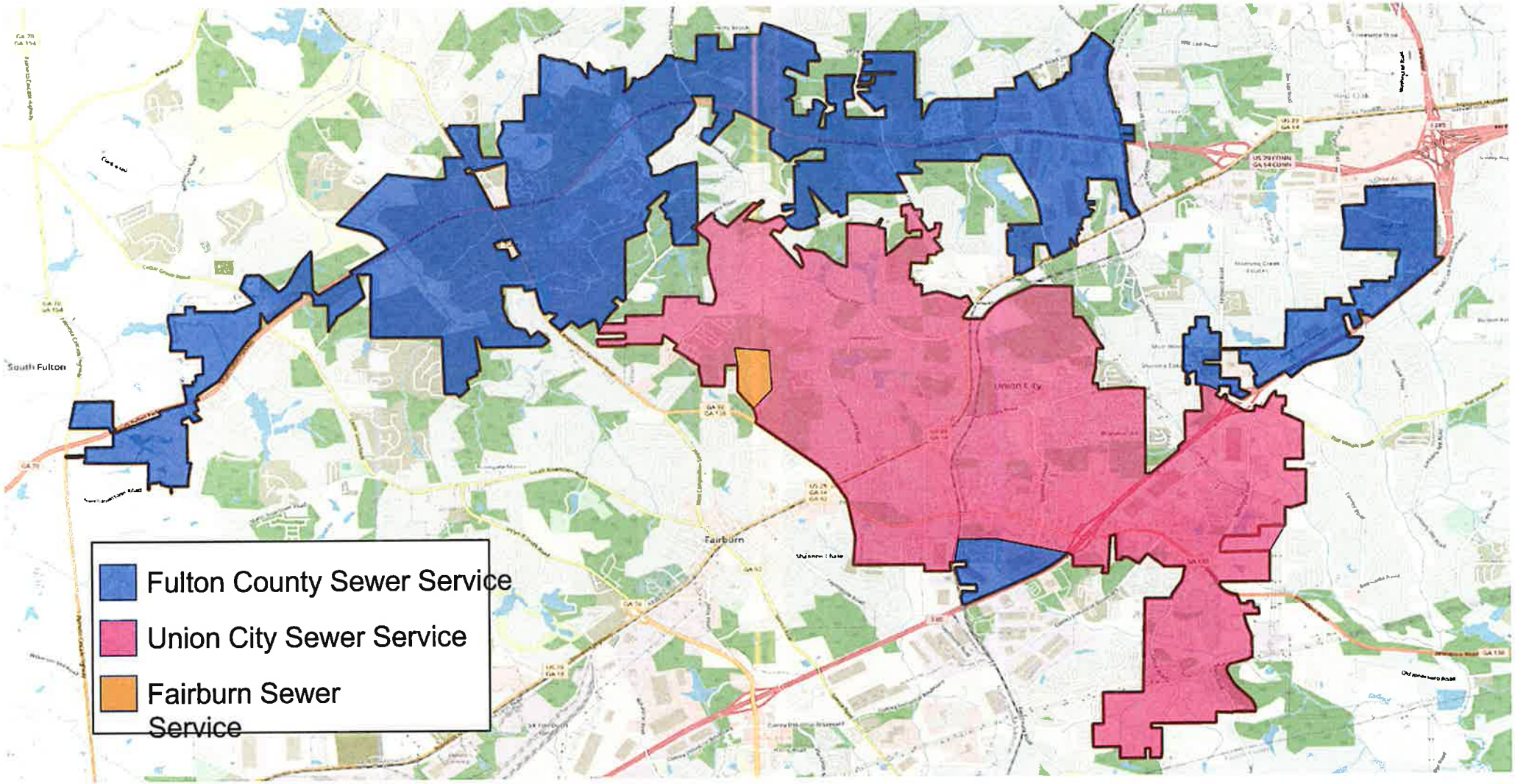

Fulton County Sewer Service
Union City Sewer Service
Fairburn Sewer Service
South Fulton
Fairburn
Union City

EXHIBIT B

[Title]

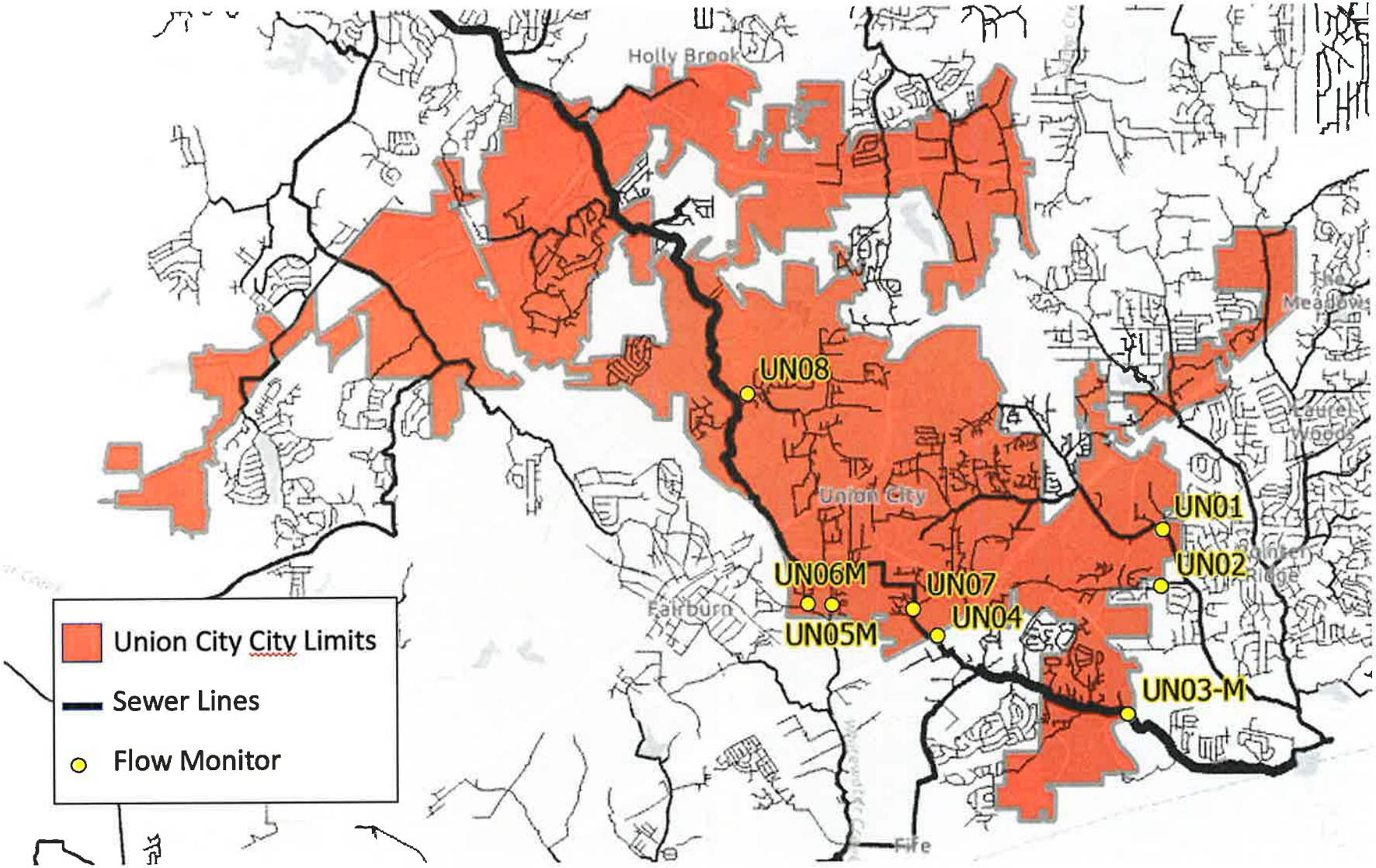
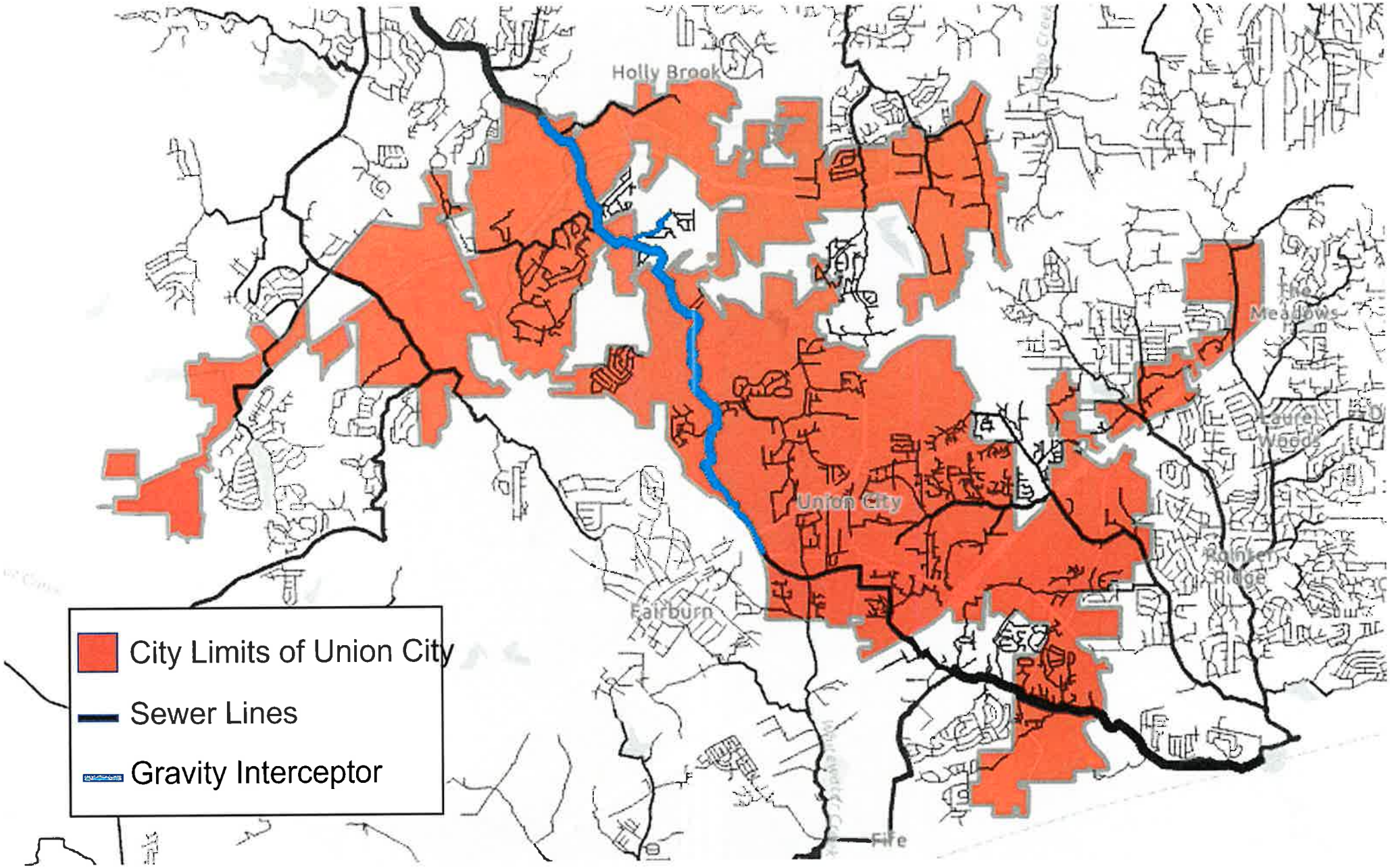

Holly Brook
UN08
Union City
UN01
UN02
UN06M
UN07
UN04
UN05M
UN03-M
Fairburn
Fife
Union City City Limits
Sewer Lines
Flow Monitor

EXHIBIT C
[Title]


Holly Brook
Union City
Fairburn
Fife
City Limits of Union City
Sewer Lines
Gravity Interceptor

INTERGOVERNMENTAL AGREEMENT
FOR THE EXTRATERRITORIAL PROVISION OF SEWER SERVICE
BY FULTON COUNTY TO CERTAIN PROPERTY
LOCATED WITHIN THE CITY OF MILTON

THIS INTERGOVERNMENTAL AGREEMENT, by and between the **CITY OF MILTON, GEORGIA,** a political subdivision of the State of Georgia acting by and through its City Council ("CITY OF MILTON"), and **FULTON COUNTY, GEORGIA,** a political subdivision of the State of Georgia acting by and through its Board of Commissioners ("FULTON COUNTY"), with FULTON COUNTY and CITY OF MILTON hereinafter collectively referred to as the "Parties," granting FULTON COUNTY the authority to provide Sewer Service to certain parcels within the municipal limits of the CITY OF MILTON, is effective as of this 3rd day of Dec., 2012 (the "Effective Date").

W I T N E S S E T H:

WHEREAS, both prior to the creation of the CITY OF MILTON in December 2006 and since that time, FULTON COUNTY has provided wastewater distribution, collection, and treatment services ("Sewer Service") to certain parcels of land located within the municipal boundary of the CITY OF MILTON;

WHEREAS, pursuant to Article IX, Section II, Paragraph III(a)(6) and (7) of the Georgia Constitution, FULTON COUNTY may not provide Sewer Service inside the boundary of the CITY OF MILTON except as otherwise provided by law or by contract with the CITY OF MILTON granting FULTON COUNTY the authority to do so;

WHEREAS, in December of 2006, the Parties entered into an Intergovernmental Agreement for the Provision of Water and Wastewater Services (the "2006 Agreement"), which has remained in effect until adoption by Fulton County and the City of Milton of this

Intergovernmental Agreement for the Extraterritorial Provision of Sewer Service (the "Agreement");

WHEREAS, the Parties desire to enter into the Agreement to (1) continue Fulton County's authorization to provide new Sewer Service in the City of Milton to certain parcels located in the Big Creek Service Area and in the Little River Service Area and (2) to authorize Fulton County to continue to provide Sewer Service, to include maintenance and repair, to those developments where development is completed and Sewer Service is presently provided.

NOW THEREFORE, in consideration of the mutual promises of the Parties and the mutual benefits flowing from each Party to the other, and other good and valuable consideration exchanged, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Term and Termination of the Agreement.

The Term of this Agreement shall commence as of the Effective Date (defined above) and shall have a duration of fifty (50) years, as allowed by Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, or until otherwise amended, modified and/or terminated by and between the Parties.

The CITY OF MILTON and FULTON COUNTY agree that either Party may terminate this Agreement for convenience upon one hundred eighty (180) days written notice provided to the other party; provided, however, that the Parties acknowledge and agree that termination shall have no effect on existing installed infrastructure or Fulton County's authority to provide Sewer Service to existing customers and otherwise own, maintain and repair all installed sewer infrastructure as of and after the date of termination.

Section 2. Grant of Sewer Service Area to FULTON COUNTY.

The CITY OF MILTON hereby acknowledges and agrees to authorize the continuation of Sewer Service, to include ownership, repair and maintenance of existing sewer infrastructure, in those areas of the CITY OF MILTON depicted in orange on the Sewer Service map attached hereto as Exhibit "A" wherein said Sewer Service infrastructure was fully installed prior to the date of this Agreement. This recognition shall not be construed as allowing new sewer connections within those areas and new sewer service shall not be authorized within such areas.

The CITY OF MILTON hereby grants to FULTON COUNTY the authority to provide new Sewer Service to those parcels (including any future subdivision of those existing parcels) depicted on the Sewer Service map colored blue cross-hatched . New Sewer Service shall not be authorized within those parcels colored green. Any lot, unit, development, construction, subdivision, building, phase or assemblage of land, however titled or identified, seeking new Sewer Service must be located *entirely and exclusively* within an area of Exhibit "A" colored blue cross-hatched, and only properties that satisfy this requirement are eligible to obtain new Sewer Service from Fulton County. Furthermore, the installation of new Sewer Service into an area colored blue cross-hatched shall not serve as a basis or rationale to extend Sewer Service into an area that is not so colored, irrespective of the convenience, access, practicality, or nominal cost associated with such extension, it being the intent of the parties that the blue cross-hatched areas shall serve as a fixed and definitive boundary for new Sewer Service in the CITY OF MILTON.

The area of Exhibit "A" color coded orange and blue cross-hatched shall collectively be referred to as the "Sewer Service Area."

Section 3. Agreement to Provide Sewer Service to Sewer Service Area.

FULTON COUNTY hereby agrees to provide Sewer Service within the Sewer Service Area, as described in Section 2 above, at such rates as are determined by FULTON COUNTY from time to time and to submit invoices related to such service directly to the recipients thereof. FULTON COUNTY shall be responsible for all costs and liability related to providing Sewer Service, as authorized herein, and the CITY OF MILTON shall be responsible for no cost or liability related to providing such service. All infrastructure and interests in land directly and exclusively associated with the provision of Sewer Service in the Sewer Service Area shall remain the property of FULTON COUNTY.

Section 4. Termination of Earlier IGA or Approved Map.

With respect to the establishment of the Sewer Service Area within the municipal boundary of the City of Milton, the terms of this Agreement, in conjunction with the map attached as Exhibit "A", shall supersede the terms of any Intergovernmental Agreement (including, but not limited to, all or any portion of the 2006 Agreement that pertained to the provision of wastewater or sanitary sewer services) or previously approved map, which are hereby terminated and repealed with respect to the boundary for sewer service within the municipal boundary of the City of Milton. This Agreement is not intended to terminate any portions of the 2006 Agreement that relate to potable/drinking water services.

Section 5. Fulton County Sewer Availability Limited to Sewer Service Area.

FULTON COUNTY agrees that no sewer permit(s) or any other representation concerning the availability or existence of Sewer Service for a particular parcel of property located within the municipal boundary of the CITY OF MILTON shall be made by FULTON COUNTY unless the entirety of such parcel is located within the Sewer Service Area as set forth

in Section 2, and no representation shall be made as to the availability of new Sewer Service shall be made unless the property is located entirely within a parcel colored blue cross-hatched on Exhibit "A."

Section 6. General Provisions.

A. Enforcement; Waiver. The failure on the part of any Party to enforce any provision of this Agreement shall not be construed as a waiver of that Party's rights to enforce such provisions in the future. A waiver of any term of this Agreement on the part of any Party in one case shall not be construed as a waiver in any other and shall not affect any other term of this Agreement.

B. Assignment. This Agreement shall not be assigned by either Party without the prior written consent of the other.

C. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the CITY OF MILTON's and FULTON COUNTY's respective successors, heirs and assigns.

D. Entire Agreement. This Agreement contains the entire agreement between the Parties hereto and supersedes all previous or contemporaneous oral or written communications, representations, or agreements pertaining to the subjects addressed herein.

E. Recordkeeping. Both parties agree that the public shall have access, at all reasonable times, to all documents and information pertaining to the services provided hereunder, subject to the provision of O.C.G.A. § 50-18-70, *et seq.*, and FULTON COUNTY agrees to require any independent contractor providing services hereunder to allow access by the CITY OF MILTON and the public to all documents subject to

disclosure under applicable law. FULTON COUNTY further agrees to require any independent contractor providing services hereunder to retain all public records in accordance with applicable records retention and disposal requirements, including but not limited to O.C.G.A. § 50-18-90, *et. seq.*, and the Georgia Administrative Code.

F. Notices. All notices given pursuant to the terms of this Agreement shall be in writing and delivered in person or transmitted by certified mail, return receipt requested, postage prepaid, or by utilizing the services of a nationally recognized overnight courier service with signed verification of delivery. Notices shall be deemed given only when actually received at the address first given below with respect to each Party.

Notices required to be given to the CITY OF MILTON pursuant to this Agreement shall be addressed as follows:

Mayor
City of Milton
13000 Deerfield Parkway, Suite 107
Milton, Georgia 30004

With copies to:

City Manager
City of Milton
13000 Deerfield Parkway, Suite 107
Milton, Georgia 30004

Notices required to be given to FULTON COUNTY pursuant to this Agreement shall be addressed as follows:

Chairman
Fulton County Board of Commissioners
141 Pryor Street, S.W., 10th Floor
Atlanta, Georgia 30303

With copies to:

Director
Fulton County Department of Water Resources
141 Pryor Street, Suite 6001
Atlanta, Georgia 30303

Future changes in address shall be effective only upon written notice being given by the CITY OF MILTON to FULTON COUNTY or by FULTON COUNTY to the CITY OF MILTON via one of the delivery methods described in this Section.

G. Governing Law and Venue. This Agreement shall be construed and governed in accordance with the laws of the State of Georgia, and proper venue for any actions arising out of this Agreement shall be in the State or Superior Court of Fulton County.

H. No Third Party Rights. This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third-parties with any remedy, claim, liability, reimbursement, cause of action, or other right.

I. Uncontrollable Circumstances. The performance or non-performance of any term or provision of this Agreement shall be excused if the Party is reasonably precluded from such performance by the occurrence of an uncontrollable circumstance. Such excuse of performance or non-performance shall be only to the minimum extent reasonably forced on such Party by such event, and that Party shall continue to perform all other duties and responsibilities hereunder. A Party relying on the occurrence of an uncontrollable circumstance as an excuse for non-performance of a duty required by this Agreement shall, as soon as is reasonably possible upon becoming aware of such an event and its consequences, notify the other Party of same and shall take all reasonable efforts to eliminate the cause of such non-performance

and to resume full performance in accordance with this Agreement.

J. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which together shall constitute but one and the same instrument. It shall not be necessary that each signatory sign the same counterpart, provided, however, that each has signed an identical counterpart.

K. Authority to Enter Agreement. Each individual who executes this Agreement on behalf of his or her respective Party agrees and represents that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or board in accordance with all applicable laws and spread upon the minutes thereof. The Parties hereto agree that this Agreement is an intergovernmental contract, and is entered into pursuant to Article IX, Article III, Paragraph I of the Constitution of the State of Georgia of 1983.

L. Amendment. This Agreement may be modified at any time upon mutual written consent by resolutions of the CITY OF MILTON'S City Council and FULTON COUNTY'S Board of Commissioners.

M. Severability. If a court of competent jurisdiction renders any provision of this Agreement (or any portion of a provision) to be illegal, invalid, or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement shall continue in full force and effect as if the invalid provision or portion were not part of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under seal as of the date first above written.

[signatures on following page]

CITY OF MILTON, GEORGIA

ATTESTED:

Sudie Gordon, City Clerk

By: _____
Joe Lockwood, Mayor

FULTON COUNTY, GEORGIA

ATTESTED:

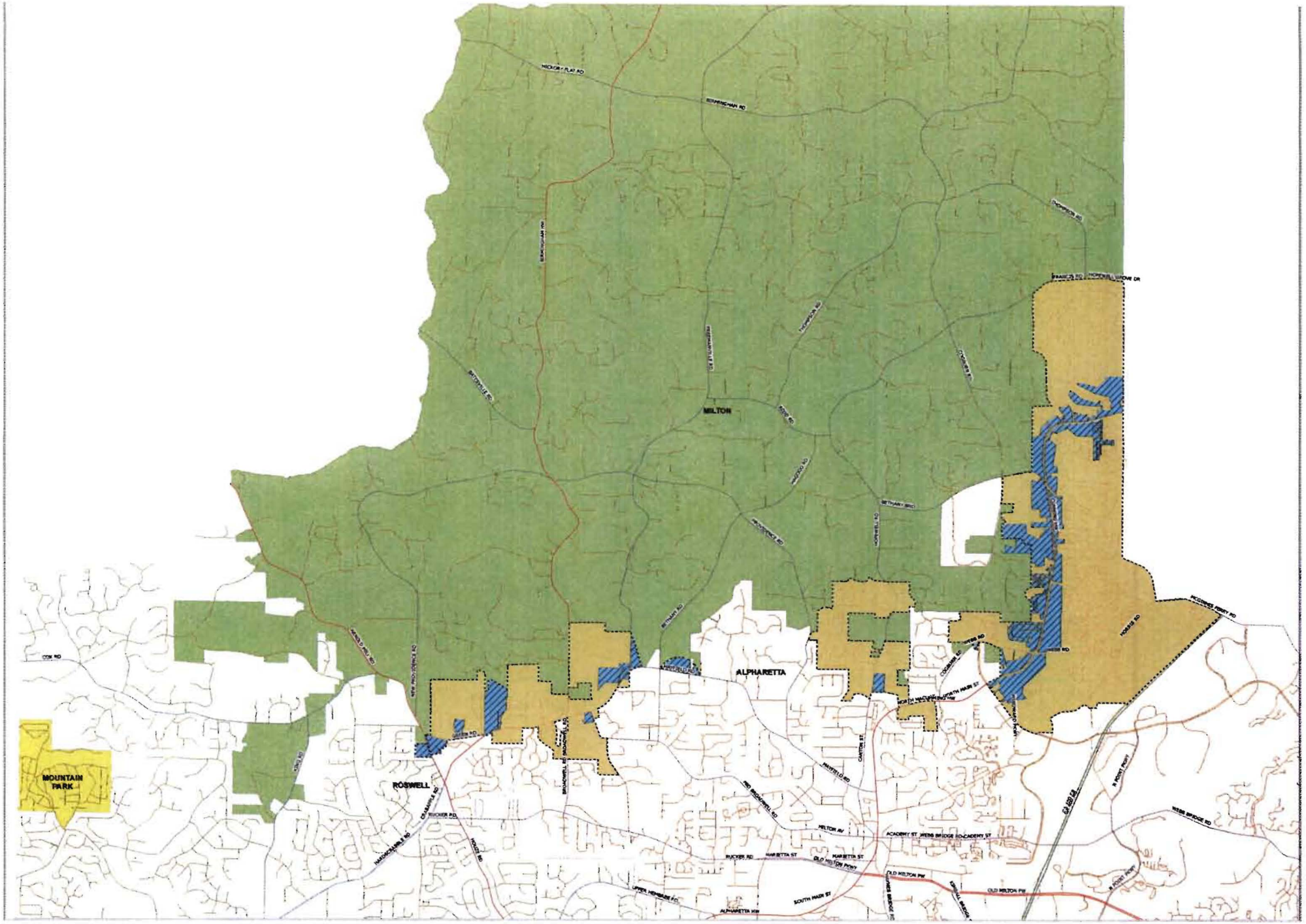
Clerk to the Commission

By: _____
John H. Eaves, Ph.D., Chairman
Fulton County Board of Commissioners

APPROVED AS TO FORM:

Office of the Fulton County Attorney

RES # 12-1032 PMS 11/20/12
RECESS MEETING



Sewer System Map

City of Milton Service Area

0 500 1,000 2,000 3,000 Feet

Existing with No Expansion

Existing / Expansion Allowed

Alpharetta

Milton

Mountain Park

Roswell

Interstates

Other Limited Access

State Route

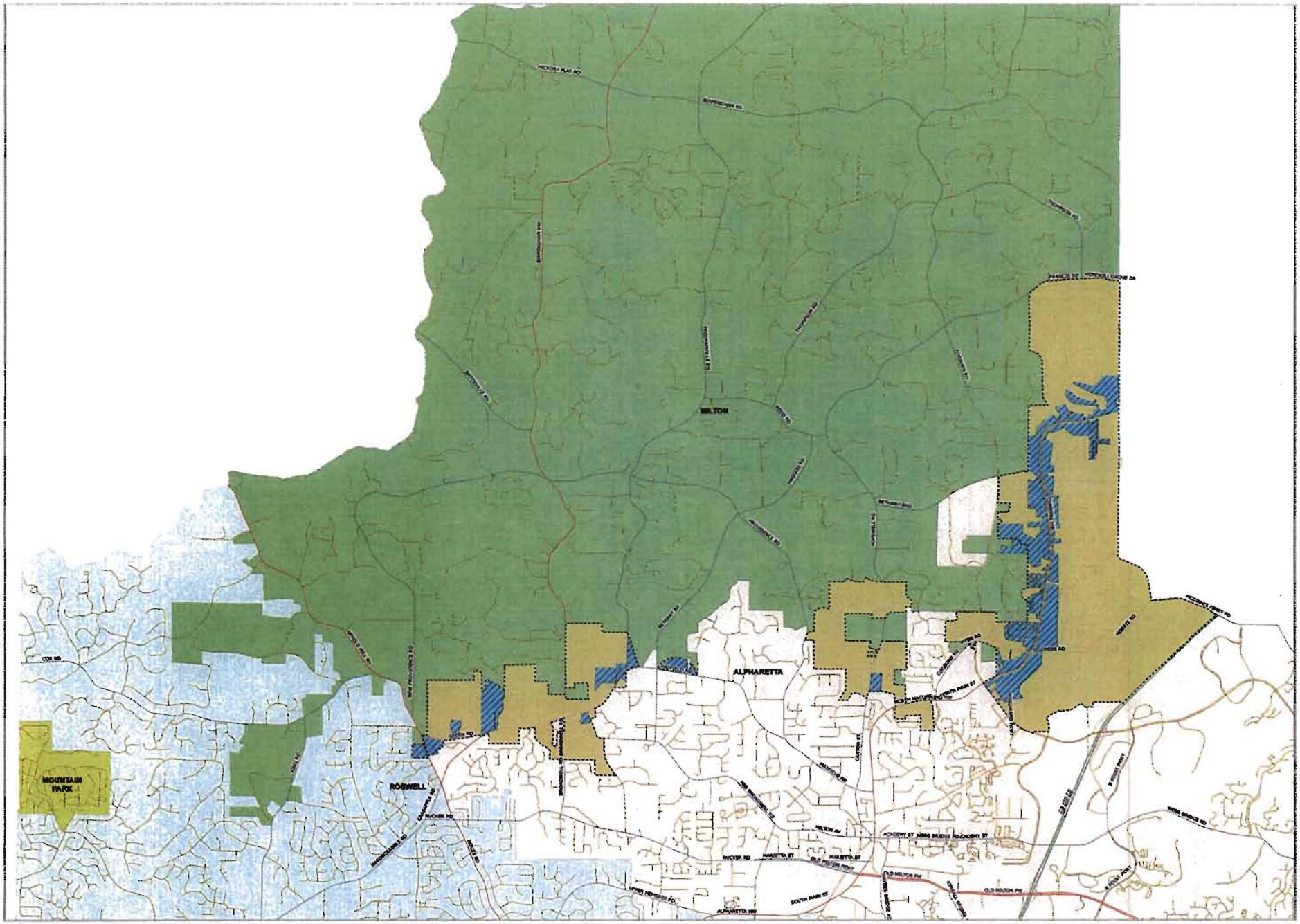
Arterial Roads

Streets

Ramps

Unknown

Fulton County provides the data on this map for your personal use "as is". The data are not represented to be complete, correct, or current. Fulton County disclaims all warranties, express or implied. The user assumes the entire risk as to the quality and performance of the data. Under no circumstances will Fulton County be liable for any direct, indirect, special, or consequential damages arising out of the use of the data. Fulton County is not responsible for any loss resulting from the use of this data. Fulton County is the owner of the geographic information contained in this map.



Sewer System Map

City of Milton Service Area

Existing with No Expansion

Existing / Expansion Allowed

Alpharetta

Milton

Mountain Park

Roswell

Interstates

Other Limited Access

State Route

Arterial Roads

Streets

Ramps

Unknown

Department of Water Resources
141 Pryor Street SW
Suite 6001
Atlanta, GA 30303
Phone: (404) 612-7400
Fax: (404) 893-6213



Kun Suwanarpa, P.E.
Interim Director

December 21, 2012

Ms. Sudie A. M. Gordon, City Clerk
13000 Deerfield Parkway
Suite 107A
Milton, GA 30004

Re: Intergovernmental Agreement for the Extraterritorial Provision of Sewer Service by Fulton County to certain Property located within the City of Milton

Dear Ms. Gordon,

The above referenced agreement has been fully executed by the Fulton County Board of Commissioners (BOC). Enclosed is one fully executed original copy for your records.

If you have any questions, please feel free to contact me at mabel.green@fultoncountyga.gov or 404-612-7451.

Sincerely,

Mabel Green
Administrative Coordinator

INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF WASTEWATER SERVICES
between
FULTON COUNTY, GEORGIA and
THE CITY OF SANDY SPRINGS, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT, by and between Fulton County, Georgia ("County") and the City of Sandy Springs, Georgia ("City") entered into this 21st day of December, 2005.

WHEREAS, the City of Sandy Springs was created by act of the State of Georgia General Assembly in 2005, which was ratified by its citizens by referendum to create an effective date for the new city of December 1, 2005; and

WHEREAS, as provided by O.C.G.A. § 36-70-20, et seq., Fulton County provides wastewater treatment and collection services for various municipalities in the County pursuant to a Service Delivery Strategy Agreement, as certified by the Georgia Department of Community Affairs on October 31, 2005, among and between the County and various municipalities located therein; and

WHEREAS, Fulton County has provided wastewater collection and treatment services to residents of Sandy Springs, through its facilities as maintained and improved over time, for many decades pursuant to various agreements, including the Service Delivery Strategy Agreement; and

WHEREAS, the creation of the City of Sandy Springs, as a new municipality created within Fulton County, requires the County and Sandy Springs to enter into an agreement as to the provision of wastewater services within the new municipal boundaries of Sandy Springs pursuant to the processes and procedures of the Service Delivery Strategy Act ("Act"), O.C.G.A. § 36-70-20, et seq.; and

WHEREAS, pursuant to the Act, the Service Delivery Agreement between Fulton County and the municipalities within its jurisdiction must be amended to provide for the addition of Sandy Springs and, specifically, the provision of wastewater services by the County to residents of Sandy Springs; and

WHEREAS, because an amendment to the current Service Delivery Agreement cannot be completed by the creation date of the City of Sandy Springs on December 1, 2005, the parties desire to enter into an intergovernmental agreement governing the continuation of the provision of wastewater services by the County to residents of Sandy Springs until such time that the Service Delivery Agreement is duly amended to account for such services.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

Section 1. The County will provide wastewater collection and treatment services to the residents of Sandy Springs, as are currently recorded as customers of the County or as may become customers of the County, pursuant to the terms of the Service Delivery Agreement as certified by the Georgia Department of Community Affairs on October 31, 2005, and until such time as the terms of the provision of wastewater services is formally agreed upon by the parties and incorporated into a duly adopted amendment to the current Service Delivery Strategy Agreement or other agreement, if such other agreement is deemed appropriate and necessary. Until such time as such an agreement is effective, the following shall apply to the provision of wastewater services to Sandy Springs in addition to the terms of the current Service Delivery Agreement:

1.1. The level of service to Sandy Springs residents will be provided as is set forth in the current Service Delivery Strategy Agreement.

1.2. The rate structure for Sandy Springs, will be established at the level set as of the date of this Agreement or as amended by Fulton County Board of Commissioners.

Section 2. Future Agreement. The parties agree to cooperate fully to reach an agreement for the provision of wastewater services by the County to Sandy Springs' citizens within the municipal boundaries of Sandy Springs, pursuant to the Service Delivery Strategy Act, O.C.G.A. § 36-70-20, et seq., for the purpose of amending the current Service Delivery Agreement between Fulton County and all municipalities within its jurisdiction to include the City of Sandy Springs and the wastewater services agreement or such other agreement as may be deemed appropriate and necessary. All efforts will be made to reach an agreement as soon as practical and without undue delay, understanding that the need for such an agreement is critical to both parties and for the proper function of intergovernmental relations between the County and the City of Sandy Springs.

IN WITNESS WHEREOF, the City and County have executed this Amendment through their duly authorized officers on the day and year first above written.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

FULTON COUNTY, GEORGIA

ATTEST:

Karen Handel
Chair
Fulton County Board of Commissioners

Mark Massey
Clerk **SEAL**
Fulton County Board of Commissioners

Approved as to Form:

Overtis Hicks Brantley
Fulton County Attorney

Tom Andrews
Fulton County Manager

SANDY SPRINGS, GEORGIA

Eva Galambos
Mayor

Municipal Clerk **(SEAL)**

Approved as to Form:

Wendell Willard
City Attorney

Aaron Bovos
Acting City Administrator

ITEM # 05-1473 RCS 12.21.05
RECESS MEETING

INTER-OFFICE MEMORANDUM

FULTON COUNTY

TO: John Eaves, Chairman
Board of Commissioners

FROM: Office of the County Manager

DATE **October 12, 2009**

RE: Execution of Contracts

****

I respectively request your signature on the following items approved by the Board of Commissioners October 7, 2009.

Item #09-0975 - Public art contract for the Department of Arts and Culture to commission artist Stuart Keeler to create a site specific, original work of public art for the Fulton County Justice Center to be completed within one year upon execution of contract. Amount: $45,000

Item #09-0978 - Public art contract for the Department of Arts and Culture for artist Cosmo Douglas Whyte to serve as apprentice to artist Basil Watson in the completion of a public art project for the Neighborhood Union Health Center. Amount: $5,000

Item #09-0979 - contract between Fulton County and the State of Georgia Department of Human Resources, for the processing of child support orders, petitions and filings for one year retroactive to July 1, 2009 and ending June 30, 2010. Total obligation of this contract is $97,149 of which Human Resources will forward $64,118.34 County match: $33,030.66

Item #09-0984 - First Amendment to the Wastewater Conveyance and Transport System Development Agreement between Fulton County and the City of Palmetto, to transfer upon completion, ownership of Components 4, 5 and 6 (Ono Road Pump Station, County Force Main and Gravity Main Sewer).

Item # 09-0985 - Transportation enhancement memorandum of understanding between Georgia Department of Transportation and Fulton County that allows $100,000 engineering cost expended by Fulton County be applied towards the 20% local match required for the Campbellton Road sidewalk project.

RECEIVED
OCT 12 2009
CLERK TO THE COMMISSION
FULTON COUNTY

OFFICE OF THE
FULTON COUNTY ATTORNEY
OCT 26 2009
RECEIVED

RECEIVED
OCT 27 2009
CLERK TO THE COMMISSION
FULTON COUNTY

Item #09-0986 - Memorandum of understanding between Fulton County and the City of Alpharetta for relocation of water and sewer facilities associated with the City's Webb Bridge & Shirley Bridge Road intersection improvement project in the estimated amount of $308,153

Item #09-0992 - Federal Fiscal Year 2009 Performance Partnership Agreement between Fulton County and the Georgia Emergency Management Agency (GEMA) for resource and funding support of Emergency management Agency. Amount: $100,000 (no County match required)

Item # 09-0996 Resolution modifying the terms of appointment to the Child Attorney Board by deleting the references to staggered terms in the original Child Attorney Board resolution.

The Clerk to Commission will process these documents.

kms

Fulton County Board of Commissioners

Agenda Item Summary: Item #09-0984

BOC Meeting Date
10/07/09

Requesting Agency
Public Works Department

Commission Districts Affected
1, 2, 7

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Approval of First Amendment to Wastewater Conveyance and Transport System Development Agreement Between Fulton County and the City of Palmetto to transfer, upon completion, ownership of Components 4, 5, and 6 (Ono Road Pump Station, County Force Main and Gravity Main Sewer).

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

OGCA Section 62-76 (1929 Ga. Laws (Act No. 185), page 621, § 11) States that the Board of Commissioners is fully authorized and empowered to make contracts with municipalities or other parties for supplying water, or for making connections to other systems or plants.

Is this Item Goal Related? *(If yes, describe how this action meets the specific Board Focus Area or Goal)*

☐ Yes ☒ No

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

The Wastewater Conveyance and Transport System Development Agreement was approved by the Board on March 16, 2005 (Item #05-0379), which allows the City of Palmetto to design and construct the conveyance and transport system and, when completed and accepted by the County, to transfer all rights, responsibilities and ownership of certain Components, that is 4, 5, and 6 (Ono Road Pump Station, County Force Main and Gravity Main Sewer) to Fulton County. This transfer of ownership allows Fulton County to occupy, operate and maintain these facilities as part of the County's sewage system.

Fiscal Impact / Funding Source *(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)*

The approval of transfer has no funding impact.

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Exhibit 1 – First Amendment To The Wastewater Conveyance and Transport System Development Agreement Between City Of Palmetto, Georgia and Fulton County, Georgia

Source of Additional Information *(Type Name, Title, Agency and Phone)*

Kun Suwanarpa, P.E. Assistant Director, Public Works Department, (404) 612-7394

Agency Director Approval		County Manager's Approval
Typed Name and Title Angela Parker, Director	Phone 404-612-8102	
Signature	Date 10·1·09	

Revised 03/12/09 (Previous versions are obsolete)

FULTON COUNTY BOARD OF COMMISSIONERS

Agenda Approval & Routing Form

Contract Attached:	Previous Contracts:	Procurement Type:	Proposed Action:
No	No	Other	New Item
Solicitation Number:	**Submitting Agency:**	**Staff Contact:**	**Contact Phone:**
NA	Public Works	Kun Suwanarpa, P.E., Assistant Director	404-612-7394

Description: **First Amendment To The Wastewater Conveyance And Transport System Development Agreement Between City Of Palmetto, Georgia And Fulton County, Georgia**

CONTRACTOR INFORMATION

Other Contract Party(s):	Solicitation Information	NON-MFBE	MBE	FBE	TOTAL
City of Palmetto	No. Bid Notices Sent:				
	No. Bids Received:				

Prime Contractor Information:
Contractor Type:
Name:
Address:
City: State: Zip:
Contact Name: Phone:
Start Date: End Date: Upon Approval: ☐
Amount:

Subcontractor Information:
Contractor Type:
Name:
Address:
City: State: Zip:
Contact Name: Phone:
Start Date: End Date: Upon Approval: ☐
Amount:

FINANCIAL SUMMARY

Total Contract Value: NA	MBE/FBE Participation:	Grant Information Summary:
Original Approved Amount:	Amount:	Amount Requested: ☐ Cash
Previous Adjustments:	Amount:	Match Required: ☐ In-Kind
This Request:	Amount %:	Start Date: ☐ Approval to Award
TOTAL: NA	Amount: %:	End Date: ☐ Apply & Accept
		Match Account #:

Funding Line 1:	Funding Line 2:	Funding Line 3:	Funding Line 4:
N/A	N/A	N/A	N/A

KEY CONTRACT TERMS

Start Date:	End Date:	Contract Type:	Payment Terms:
NA	NA	New Item	NA

Cost Adjustment:	Renewal/Extension Terms:	Termination Provisions:
N/A	N/A	NA

ROUTING & APPROVALS

☒	Originating Department:		Date: 9-14-2009
☒	County Attorney: Tonya Brandon	Tonya Brandon	Date: 9-14-2009
☐	Information Technology:		Date:
☐	General Services:		Date:
☐	Risk Management:		Date:
☐	Grants Management:		Date:
☐	Purchasing/Contract Compliance:		Date:
☐	Finance/Budget:		Date:

STATE OF GEORGIA
COUNTY OF FULTON

FIRST AMENDMENT TO THE WASTEWATER CONVEYANCE AND TRANSPORT SYSTEM DEVELOPMENT AGREEMENT BETWEEN CITY OF PALMETTO, GEORGIA AND FULTON COUNTY, GEORGIA

This First Amendment ("Amendment"), to the Wastewater Conveyance and Transport System Development Agreement ("Agreement") is entered into this _____ day of _____2009, by and between the City of Palmetto, a municipal corporation in the State of Georgia acting by and through its Mayor and Council, hereinafter referred to as "Palmetto" and Fulton County, Georgia, a political subdivision of the State of Georgia acting by and through its Board of Commissioners, (hereinafter referred to as "Fulton County").

WITNESSETH:

WHEREAS, on March 16, 2005, Palmetto and Fulton County did enter into an Wastewater Conveyance and Transport System Development Agreement between the Palmetto, Georgia and Fulton County to build certain wastewater conveyance facilities to provide service to the citizens of Palmetto and Fulton County; and

WHEREAS, it was jointly determined that modification of the design of the facilities was needed to better serve said citizens including the change in location of Component Four (4) originally known as the Hobgood Road pump Station which was redesigned and subsequently referred to as the Ono Road pump Station, the alteration of the connecting force main known as Component Two (2) from Component 1 referred to as the Palmetto pump Station to the relocated site of Component Four (4), and the alteration of the connecting Force Main known as Component Five (5) from the Component Four (4) to the upstream terminus manhole of

Component Six (6), an outfall sewer from Rivertown Road to the existing Line Creek Interceptor Sewer. Said modifications being shown on the attached Exhibit "A" of this amendment, and

WHEREAS, as of November 20, 2008, Components One (1), Two (2), Three (3) and Four (4) have been constructed, tested, and are fully operational; and

WHEREAS, Fulton County did obtain and currently holds title to the real property shown on Exhibit "B" upon which Component Four (4) was constructed, and has paid Palmetto for these improvements constructed on said real property.

NOW THEREFORE, in consideration of the mutual rights and obligations set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1

Palmetto does herein transfer all titles, rights, responsibilities, warranties expressed and implied and ownership of the improvements known as Component Four (4), Ono Road pump Station and Component Five (5), Fulton Force Main. Fulton County will now operate and maintain Components Four (4), Five (5), and Six (6) in accordance with the provisions of the City of Palmetto and Fulton County Wastewater Services Agreement for Camp Creek Water Reclamation Facility dated October 4, 2004.

IN WITNESS WHEREOF, the duly authorized officials of the City of Palmetto and the County of Fulton have caused the seals of said political subdivisions and the signatures of their duly authorized executive officers to be affixed hereto on the dates indicated below:

ATTESTED:

Clerk to the Commission

FULTON COUNTY, GEORGIA

Chairman, Board of Commissioners

APPROVED AS TO CONTENT;

Director, Department of Public Works

APPROVED AS TO FORM

Office of the County Attorney

ATTESTED:

City Clerk 8/4/09

CITY OF PALMETTO, GEORGIA

Mayor

APPROVED AS TO CONTENT:

Public Works Director

APPROVED AS TO FORM

City Attorney

ITEM # 09-0984 RM 10/7/09
REGULAR MEETING

EXHIBIT "A"

FULTON COUNTY WASTEWATER TRANSMISSION SYSTEM DESCRIPTION

ONO ROAD PUMP STATION

Component 4

The Ono Road Pump Station is a duplex wastewater pump station and wet well designed for future triplex operation. It is equipped with two 335-hp Flygt model CP 3231 submersible pumps, space and piping allocated for a third pump of the same size. Each pump is rated for 3400 GPM at 253 ft. TDH at a maximum motor speed of 1800 rpm. The combined maximum pumping capacity of two pumps operating together is approximately 6200 GPM for the associated discharge and force main system. Pumped flow is controlled by variable frequency drives (VFD's) and a wet well level control system. Each pump is situated in a separate chamber, which can be isolated from the main wet well by closing a sluice gate between the two. Each chamber is accessible through an overhead, double-leaf hatch cast into the top deck of the wet well structure.

The pump station is also equipped with two grinders, a three-stage wet scrubber for odor control, and a generator for standby power. The 5-hp model CDD410 Channel monster Grinders are located in the bifurcated influent channel upstream of the wet well. Each grinder is sized to accommodate 100% of the maximum flow, or 8.9 MGD (6200 GPM) with maximum head loss of 25 inches, such that only one unit must be used at any one time. Either unit could be isolated from service for maintenance using slide gates, and the pump station can still operate at full capacity with full grinding capability. The grinders are equipped with submersible motors to protect them if the wet well were ever to become flooded.

The wet well structure is the most complex structure at the facility, with a platform level approximately fifteen (15) feet below grade, and influent channels approximately five (5) feet below that. The platform level is accessed by a set of stairs located within the open portion of the wet well structure. The bottom of the wet well structure is approximately thirty-three (33) feet below grade, and the top of the structure is approximately one (1) foot above grade. Above the top level of the structure is a superstructure consisting of concrete columns and overhead steel beams which support a ridge crane and electric hoist and trolley to facilitate removal of pumps or grinders, when the need arises for maintenance purposes. The bridge crane system extends beyond the structure over the paved area on the end of the wet well structure for offloading equipment if needed. At that location there is a concrete washdown pad with a drain that leads back into the influent sewer line to the wet well, to facilitate equipment hosedown and capture the spent water.

The wet scrubber is a Siemens model DD71 Triplex Air Scrubber with a capacity of 2,500 acfm, and uses caustic soda and sodium hypochlorite to remove hydrogen sulfide and other odor compounds. The scrubber is equipped with a blower, which draws odorous air from the wet well, the influent channel and the nearby force main termination manhole, and forces the air through the three stages of the scrubber before it is discharged. The scrubber is equipped with chemical storage and feed pumps for both the caustic soda and sodium hypochlorite, and a recirculation pump for scrubber solution. The scrubber is located outside on a concrete pad surrounded by curbing to contain any spills that might occur including containment in the event of failure of both chemical storage tanks.

The standby generator is a diesel-fueled generator set rated at 800 kw and is capable of running both pumps and both grinders in the event of a utility power failure. It is a Caterpillar

Model 3412 with a 1500 gallon double-wall integral fuel tank base capable of 1000 KV at a 0.8 power factor. The generator is equipped with an automatic transfer switch rated 2000A. The generator is housed within a critical grade noise enclosure and is located outside on a concrete pad surrounded by a curb wall for containment of fuel spills or the unlikely failure of the diesel storage tank.

In addition to the wet well structure, the scrubber pad and the generator pad, other primary structures at the pump station include the valve vault and the control building. The valve vault is a generally below-grade structure that contains the discharge piping, check valves and isolation lug valves for the pump station, as well as the magnetic flowmeter. The discharge piping is equipped with a flow meter bypass line and a valved emergency discharge connection point, most of which is housed within the valve vault. There are numerous floor hatches situated in the top slab directly above of each set of valves to allow access to the valves for maintenance or removal if that were to become necessary. Entry access is through a manway hatch and ladder located on one end of the vault. Also housed inside the vault is the hydro-pneumatic tank for the on-site well, which provides a non-potable source of water primarily for washdown.

The control building houses the electrical switchgear, automatic transfer switch, VFD's, the main pump control panel, and the grinder control panels. It is the only habitable space at the pump station, is accessed by two sets of doors at grade, and is climate-controlled. The control building also houses the electrical power service entrance and is surrounded by a grounding ring located approximately three feet below grade.

COUNTY FORCE MAIN

Component 5

Pumped wastewater leaves the pump station through approximately 13,250 feet of 20-inch ductile iron force main located primarily in the right of ways for Ono Road and Rivertown Road to a termination manhole on the north side of Rivertown Road just off its intersection with St. Jude's drive. The force main termination manhole is equipped with a ventilation and odor control system, which is located in a vault or on an easement of the property adjacent to the manhole.

Adjacent to the Ono Road Pump Station, the 20-inch force main has a cross-connection to the 16-inch ductile iron force main owned by the City of Palmetto. The cross-connection allowed Palmetto to bypass the Ono Road pump Station while it was under construction and pump wastewater through the County's 20-inch force main to be received downstream for treatment and disposal. The normal mode of operation is for Palmetto's force main to be valved off, such that Palmetto's force main discharges into the gravity sewer in the termination manhole located near the pump station, wastewater from Palmetto passes through the metering manhole and into the Ono Road Pump Station.

GRAVITY SEWER MAIN

Component 6

Approximately 9200 feet of 24"diameter gravity sewer main from the proposed force main terminus of Component 5 on Rivertown Road at Saint. Jude Drive and thence along Saint Jude Drive to the existing Line Creek Interceptor.

EXHIBIT "B"

LEGAL DESCRIPTION

All of the tract or parcel of land lying and being in land lot 89 of the 7th District of Fulton County, Georgia and being more particularly described as follows; To find the true point of beginning, start at the point where the north line of land lot 89 of the 7th District of Fulton County intersects with west right-of-way of Ono Road (said Ono Road having a 60 right-of-way at this point) and run S08-37 W a distance of 739.38 feet to an iron pin set 91/2 rebar) on the aforementioned west right-of-way of Ono Road; thence, continue along the curvature of the west right-of-way of Ono Road 81.12 feet (said curvature being subtended by a chord having a bearing of S10-37-19 W and a distance of 91.11 feet) to an iron pin set on the west right-of-way of Ono Road. Said iron pin is also the true point of beginning.

From said true point of beginning, leaving the west right-of-way of Ono Road, run N75 09 27"W a distance of 137.77 feet to an iron pin set (1/2" rebar); thence run N25 49 07"W a distance of 118.78 feet to an iron pin set (1/2" rebar); thence run N75 09 07"W a distance of 208.79 feet to an iron pin set (1/2" rebar) thence run S14 48 06"W a distance of 295.23 feet to an iron pin set (1/2" rebar) thence run S75 09 27"E a distance of 208.16 feet to an iron pin set (1/2" rebar) thence run N44 41 33'E a distance of 166.45 feet to an iron pin set (1/2" rebar) thence run S75 09 27 E a distance of 136.23 feet to an iron pin set (1/2" rebar) on the west right-of-way of Ono Road; thence run along the curvature of the west right-of-way (said curvature having a radius of 2,813.87 feet and being subtended by a chord with a bearing of n12 09 04"E and a distance of 60.07 feet) to an iron pin set (1/2" rebar) which is also the true point of beginning.

Said tract or parcel of land containing 1.93 acres is that property shown on that plat of survey for Fulton County and Mayfield Long Term Investments LLC prepared by Keck & Woods, Inc., dated February 8, 2006 and revised February 23, 2006 and September 22, 2006, and signed by Russell S. Shadrix, Georgia professional Surveyor no. 2874. Said plat is by reference herein incorporated and recorded in Deed Book Superior Court Records Room.

CITY OF CHATTAHOOCHEE HILLS and FULTON COUNTY WASTEWATER SERVICES AGREEMENT for CAMP CREEK WATER RECLAMATION FACILITY

This **WASTEWATER SERVICES AGREEMENT** (the **"Agreement"**), entered into on the Date of Execution, by and between the **City of Chattahoochee Hills**, a municipal corporation in the State of Georgia acting by and through its mayor and council, hereinafter referred to as "**Chattahoochee Hills**" and **Fulton County**, a political subdivision of the State of Georgia acting by and through its Board of Commissioners, hereinafter referred to as **"Fulton"**.

WITNESSETH

WHEREAS, each of the parties hereto is a governmental entity of the State of Georgia and has the legal authority and obligation to organize, maintain, and operate systems of sewerage in its respective jurisdictions to serve its citizens; and

WHEREAS, Fulton owns and operates the Camp Creek Water Reclamation Facility, ("Camp Creek WRF"); and

WHEREAS, the Georgia Department of Natural Resources, Environmental Protection Division ("EPD") has mandated that watershed assessment and planning be conducted to support environmental regulatory action on wastewater discharges; and

WHEREAS, both parties agree that it is in their mutual interests to work cooperatively on wastewater management and watershed management in the Camp Creek service area and agree that the environmental management of the common watershed can be enhanced through regional cooperation; and

WHEREAS, Chattahoochee Hills has expressed the desire to have Fulton County treat 0.5 MGD of wastewater generated by the City of Chattahoochee Hills; and

WHEREAS, the terms of this Agreement are intended to address the immediate needs of the parties related to wastewater management; and

WHEREAS, the parties wish to set terms and conditions and provide procedures for the current and future use of Camp Creek WRF and future capital improvements to the System, as defined below, and to agree upon methods of determining and sharing current and future costs of capital improvements and the operation and maintenance of the Sewerage System, as defined in this Agreement.

NOW, THEREFORE, in consideration of the mutual rights and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do agree as follows:

ARTICLE I
DEFINITIONS

In the construction of this Agreement, the following terms shall have the following meanings and shall be construed as required by the following provisions, unless inconsistent with the manifest intent of the text:

1.1 APPLICABLE INTEREST RATE. The rate of one percent per month.

1.2 BUSINESS DAY. Each day excluding each Saturday, Sunday, and state or federal holiday on which banks in the State of Georgia are authorized to close for purposes of customary banking services.

1.3 CAPITAL IMPROVEMENTS. Those additions, replacements, or improvements to the Sewerage System, which, under generally accepted accounting principles or practices, are considered capital in nature, and which are made for the purpose of improving the System or expanding the capacity of the System.

1.4 COLLECTION SYSTEM. A component of the System, as defined in this Agreement, consisting of the sewer lines, storage, pump stations, and force mains which transport flows to a treatment facility or its influent pumping station.

1.5 DATE OF EXECUTION. The date on which the last party to this Agreement executes this Agreement.

1.6 DESIGN CAPACITY. Flow capacity in million gallons per day (MGD) as described in the most recent design study, or any revision thereto, undertaken by the permit holder of said facility, which must be certified by an engineer licensed to practice in the State of Georgia, expressed as average daily flow, maximum monthly [average daily] flow, and peak wet weather flow; provided, however, as to any facility for which a permit from a regulatory body as to its maximum flow capacity is required, the "Design Capacity" of any such facility shall not exceed such maximum permitted flow capacity.

1.7 DIRECTOR OF PUBLIC WORKS. The Director of Public Works of Fulton, or whoever shall in the future perform those functions relative to this Agreement.

1.8 GOVERNING AUTHORITY. As applicable, the Mayor and Council for Chattahoochee Hills or the Board of Commissioners of Fulton or any replacement governmental body vested with the power to govern in the respective jurisdiction under the laws of the State of Georgia.

1.9 MAYOR. The Mayor of Chattahoochee Hills, or his or her designee, shall in the future perform those functions relative to this Agreement.

1.10 NPDES PERMIT. National Pollution Discharge Elimination System Permit.

1.11 PROJECT. Any project consisting of capital improvements to the System undertaken pursuant to this Agreement.

1.12 PROJECT COSTS. Any and all costs and expenses of Project, including, without limitation, the costs of planning, design, engineering, architectural, and construction of the Project, the costs of plan and specifications, the costs necessary or incident to determining the feasibility or practicality of the Project, the costs of acquiring or condemning all lands, properties, rights, and easements required for the Project, the costs of all buildings, machinery, and equipment included in the Project, the costs of insurance, financing charges and interest as applicable, the costs of compliance with environmental regulations and environmental protection, the costs of re-rating any facility, the costs of project construction management and construction engineering, administrative costs, legal fees and expenses, and such other costs as may be necessary or incidental to the construction and equipping of the Project, hereinafter "Project Costs," and the placing of the Project in operations; provided, however, Project Costs shall not include any operating cost (as accepted by industry standard), any repair or routine maintenance cost, or any cost stemming from a claim, fine, or penalty resulting from the negligent or intentional act or omission of Fulton or such party's agent.

1.13 RATES. Rates shall be established on the basis of the utility industry standard cost of service study prepared by or on behalf of Fulton. Such study shall serve to establish the rates of at least the following four rate categories: (1) retail rates billed to the residential/commercial customers, (2) wholesale, inclusive of a capital component and operations and maintenance component based on no contribution to the System ["Capital/O&M"]; (3) wholesale, without a capital component and with operations and maintenance based on a capital contribution to the System ["O&M"]; and (4) wholesale, inclusive of a capital component that is amortized over a set period of time which is established under a separate written agreement between Fulton and

Chattahoochee Hills. Whenever Fulton deems it necessary to revise its rates, Fulton shall notify Chattahoochee Hills in writing of the pending rate increase not less than thirty (30) days prior to submittal of such revised rates to Fulton's Governing Authority for approval. Upon approval of such rates, Fulton shall notify Chattahoochee Hills in writing by the first to occur: (a) thirty (30) days after such approval by the respective Governing Authority; or (b) at least thirty (30) days prior to the effective date of such rates, which notice shall state each rate and the effective date thereof. Nothing herein is intended to be construed as affecting Fulton's sole authority to revise its rates. All documentation used in the cost of service studies shall be provided by Fulton to Chattahoochee Hills within ten (10) Business Days of the date upon which Fulton's Governing Authority revises its rates.

1.14 RESERVED CAPACITY. The quantity of flow expressed million gallons per day (MGD) or thousand gallons per day allocated for use by Chattahoochee Hills of Camp Creek, as set forth in Section 5.1.2

1.15 REQUIRED FINANCIAL CONTRIBUTION. The dollar amount payable by Chattahoochee Hills with respect to the Project equal to (a) the sum of the Total Project Cost for the Project minus the total amount of all state and federal funds used toward the Project, multiplied by (b) Chattahoochee Hills's Required Financial Contribution Percent.

1.16 REQUIRED FINANCIAL CONTRIBUTION PERCENT. The applicable percent specified in Section 2.1 or in an amendment to this Agreement for the applicable Project, or if no percent is so specified for any future capital improvement to Camp Creek, the percent which such Reserved Capacity (following such capital improvement) is to the Design Capacity of Camp Creek (following such capital improvement).

1.17 SEWERAGE SYSTEM, SEWER SYSTEM, OR SYSTEM. The physical system of sewers, pumping stations, force mains, and storage and treatment facilities by which Chattahoochee Hills and Fulton collect, convey, treat, and discharge wastewater within the Camp Creek service area.

1.18 TOTAL PROJECT COST. The aggregate dollar amount of all Project Costs of a Project undertaken pursuant to this Agreement.

1.19 UNALLOCATED RESERVED CAPACITY. Capacity which is unused and unallocated for use by any entity at Camp Creek and held in reserve to be allocated by Fulton, expressed in million gallons per day (MGD) or thousand gallons per day.

ARTICLE 2

FINANCIAL CONTRIBUTION BY CHATTAHOOCHEE HILLS

2.1 CHATTAHOOCHEE HILLS'S REQUIRED FINANCIAL CONTRIBUTION PERCENT FOR CAMP CREEK WRF. Chattahoochee Hills's total Required Financial Contribution for Camp Creek Improvements shall be 2.08% of Camp Creek WRF's current capacity as determined in Section 5.1.2. Changes to the capacity of Camp Creek WRF will be handled as described in Section 5.1.3. Election of how Chattahoochee Hills will pay the Required Financial Contribution will be described in Section 3.3.

2.2 METHOD OF PAYMENT BY CHATTAHOOCHEE HILLS FOR ITS REQUIRED FINANCIAL CONTRIBUTION FOR THE CAMP CREEK UPGRADE. The parties agree that Chattahoochee Hills's Required Financial Contribution for the Camp Creek Upgrade is equal to (a) the sum of the applicable Total Project Cost of the Camp Creek Upgrade minus the total of all state and federal funds received or to be received for the Camp Creek Upgrade (b) multiplied by the respective Required Financial Contribution Percent set forth in section 2.1

The parties agree that the Total Project Cost for the Camp Creek Upgrade was $101,985,650.04 and that Chattahoochee Hills's Required Contribution as of the date of execution of this Agreement is set by the tranches below, with a minimum Required Contribution of $424,940.21 and a maximum Required Contribution of $2,121,301.52.

Chattahoochee Hills shall have the option to pay the Required Financial Contribution in increments or tranches based on the projected daily usage of the area to be connected to the Sewer System. Required Financial Contribution tranches are limited to 0.1 MGD, 0.25 MGD, and 0.5 MGD:

Projected Daily Usage Tranche	Required Financial Contribution	Total Financial Contribution
0.1 MGD	$424,940.21	$424,940.21
0.25 MGD	$637,410.31	$1,062,350.52
0.5 MGD	$1,058,951.00	$2,121,301.52

When the average daily flow received from Chattahoochee Hills to Camp Creek based on a sixty (60) day reporting period reaches 80% of the current Project Daily Usage Tranche, Chattahoochee Hills shall pay the next Required Financial Contribution until the final 0.5 MGD

Tranche has been paid. Flows in excess of the final Projected Daily Usage Tranche of 0.5 MGD are covered under Article 5.8.

Chattahoochee Hills shall make payment to Fulton in the amount of its Required Financial Contribution for the Total Project Cost for the Camp Creek Upgrade within ninety (90) days after the Effective Date of this Agreement. Such payment qualifies Chattahoochee Hills for a wholesale rate without a capital component and with operations and maintenance based on a capital contribution to the System pursuant to Article 1.13(3).

ARTICLE 3.
FUTURE CAPITAL IMPROVEMENTS OF FULTON

3.1 DETERMINATION TO MAKE FUTURE CAPITAL IMPROVEMENTS. Fulton may make necessary Capital Improvements to the Sewerage System from time to time, subject to approval by appropriate state or federal regulatory agencies, if excessive water loads or flows are impairing the efficient operation of the System, if additional capacity is required, if such improvements are necessary to comply with the regulations or requirements of agencies of the State of Georgia, and/or agencies of the federal government, or if improved processes are available and the additions of said processes are necessary or desirable to provide operations which are more efficient and economical. Chattahoochee Hills agrees that the determination to make capital improvements for any one or more of the reasons aforementioned shall be made by Fulton. For the purpose of long-range planning, the parties, acting by and through the Mayor of Chattahoochee Hills and the Fulton Director of Public Works, shall meet at least annually or more frequently as deemed necessary to determine whether additional capacity is necessary, desirable, or appropriate for any facility which is part of the Sewerage System. The parties agree that any such meeting will be held within thirty (30) days of a written request therefor from either party.

3.2 NOTICE AND METHOD OF PAYMENT. Upon the determination that Capital Improvements to the Sewerage System are necessary, desirable, or appropriate pursuant to Section 3.1, Fulton shall provide written notice to Chattahoochee Hills of such determination, which notice shall include Fulton's current estimate of the Total Project Cost of the Project and its calculation of the Required Financial Contribution from Chattahoochee Hills for such Project. Chattahoochee Hills shall respond in writing acknowledging such notice within thirty (30) days after the date such notice is received.

3.3 PAYMENT. Payment by Chattahoochee Hills will be made under the provisions of Section 3.3.1 or 3.3.2, below, at the election of Chattahoochee Hills. Chattahoochee Hills election must be given to Fulton within fifteen (15) Business Days from its receipt of the notice from Fulton required under Section 3.2.

3.3.1 Election Number One. The date of payment by Chattahoochee Hills of the full Required Financial Contribution to Fulton will depend on when Chattahoochee Hills receives written notice from Fulton. If Chattahoochee Hills receives written notice within sixty (60) days of the commencement of Chattahoochee Hills's next fiscal year, Chattahoochee Hills shall pay the full Required Financial Contribution within ninety (90) days of the beginning of the upcoming fiscal year. If Chattahoochee Hills did not receive the above-described notice at least sixty (60) days prior to the beginning of Chattahoochee Hill's next fiscal year, Chattahoochee Hills shall pay the full Required Financial Contribution within ninety (90) days following the beginning of Chattahoochee Hills's next succeeding fiscal year. Upon completion of the Project, adjustments to the estimated Total Project Cost shall be made in accordance with Sections 4.2 and 4.3.

Chattahoochee Hills shall pay its financial obligations under this Agreement in accordance with the provisions of this Agreement, whether or not a Project, or any part thereof, has been completed, is operating or operable, or its output is suspended, interrupted, interfered with, reduced or curtailed, or terminate in whole or in part, and such payments shall not be subject to reduction by offset and shall not be conditional upon the performance or non-performance by Fulton of any other agreement or any other condition whatever.

If Chattahoochee Hills makes this election, its rates shall be based on those defined in Section 1.13(3), wholesale, without a capital component and with operations and maintenance based on a capital contribution to the System.

3.3.2 Election Number Two. Chattahoochee Hills may elect not to pay a lump sum capital contribution and instead elect to pay the capital contribution over time. If Chattahoochee Hills makes this election, its rates shall be based on those defined in Section 1.13(2) wholesale, inclusive of a capital component and operations and maintenance component based on no contribution to the System. The difference between the rate 1.13(2) and 1.13(3) will be applied to the balance of the Required Financial Contribution until Chattahoochee Hills entire financial obligation has been met.

Chattahoochee Hills may elect to forgo the schedule determined by the set rate 1.13(2) and instead work with Fulton to set a wholesale rate, inclusive of a capital component, that is amortized over a set period of time, as described by rate 1.13(4). Such an election cannot move forward unless a separate written agreement is established between Fulton and Chattahoochee Hills. Any lump sum payments made in addition to the payments applied from the difference in rates 1.13(2) or 1.13(4) and 1.13(3) shall be accompanied by written notice to Fulton. Once the financial obligation has been met, Chattahoochee Hills may elect to return to the conditions set forth in Sections 3.3.1.

ARTICLE 4.

PAYMENTS AND OWNERSHIP

4.1 FAILURE TO RESPOND. In the event Chattahoochee Hills fails to comply with Articles and 2 and 3 of this Agreement, such failure shall be deemed a material breach of this Agreement and all remedies set forth in this Agreement, including the provisions of Section 4.3, related to interest, shall be available to Fulton.

4.2 ADJUSTMENTS OF PAYMENTS. Chattahoochee Hills and Fulton agree that the calculation for the Total Project Cost for future Capital Improvements and Chattahoochee Hills's Required Financial Contribution with respect thereto are estimate, and that circumstances may arise that cause a change to such estimates. After (a) Fulton initiates any capital improvement pursuant to this Agreement and has certified that construction of the Project has been completed in accordance with approved plans and specifications, (b) final payment of all federal or state grant money due Fulton, if any, has been received, (c) final payment to the construction contractor(s) and resolution of any appropriate construction claims (excluding claims stemming from a negligent or intentional act or omission of Fulton) has occurred, and (d) Fulton has determined the final Total Project Cost of the Project, then the mathematical adjustment of the total Required Financial Contribution payable by Chattahoochee Hills shall be made. If Chattahoochee Hills is making payment pursuant to Section 3.3.1 (Election Number One), Chattahoochee Hills shall pay such additional Required Financial Contribution within ninety (90) days of the beginning of Chattahoochee Hills's fiscal year if Chattahoochee Hills receives such billing at least sixty (60) days prior to the beginning of that fiscal year. If Chattahoochee Hills does not receive such billing at least sixty (60) days prior to the beginning of Chattahoochee Hills's fiscal year, Chattahoochee Hills shall pay the additional Required Financial Contribution within ninety (90) days following

the beginning of Chattahoochee's next succeeding fiscal year. If Chattahoochee Hills is making payment pursuant to Section 3.3.2 (Election Number Two), then the rates will be adjusted as mandated by the revised mathematical adjustment.

4.3 FAILURE TO PAY WHEN DUE. In the event of any failure to pay when due any amount due under this Agreement, interest shall automatically accrue on such delinquent amount in accordance with Articles 1.1 and 8.2, from the date such payment is due until full payment of such delinquent amount and accrued interest thereon is made.

4.4 OWNERSHIP OF SYSTEM. Chattahoochee Hills agrees that the payment of its Required Financial Contribution as described in Sections 2.1 and 2.2 and payment of the rates assessed for its flow through the Sewer System to Camp Creek constitutes consideration paid for Chattahoochee Hills's contractual right to use the sewer system and Camp Creek in the amount of its Reserved Capacity therein, and does not constitute consideration paid for any ownership right, ownership interest, indicia of ownership or other property right in Camp Creek. Chattahoochee Hills's use of the Sewer System and Camp Creek in the amount of its Reserved Capacity specified herein shall not constitute any transfer of any ownership rights, ownership interests or other property rights in Camp Creek.

ARTICLE 5

USE OF FACILITIES

5.1 CHATTAHOOCHEE HILLS'S RIGHT TO USE OF CAMP CREEK.

5.1.1 EXISTING FACILITY. Subject to Article 2 and payment of the Required Financial Contribution described in Section 2.2, Chattahoochee Hills's Reserved Capacity in Camp Creek shall be 0.5 MGD with respect to the current capacity of Camp Creek, rated at 24 MGD.

5.1.2 RESERVED CAPACITY. Chattahoochee Hill's payment of its Required Financial Contribution pursuant to Articles 3 and 4 hereof, and Chattahoochee Hills's timely payment of applicable treatment rates for its use of Camp Creek pursuant to this Agreement will entitle Chattahoochee Hills to discharge in the future no more than the following respective Reserved Capacity of flow to Camp Creek:

	Design Capacity (MGD)	Chattahoochee Hills's Reserved Capacity (Percent)	Chattahoochee Hills's Reserved Capacity (MGD)

Maximum Month Daily Flow	24	2.08%	0.5

5.1.3 RE-RATING OF RESERVED CAPACITY. [RESERVED]

5.2 DETERMINATION AND PAYMENT OF APPLICABLE RATES. Chattahoochee Hills agrees to pay for its flow usage at an established rate that reflects the cost of service being provided as established and revised from time to time in accordance with Article 1.13. The rate for flows within the Reserved Capacity shall be at rate described in Article 1.13(3) (wholesale rate without a capital component) or the rate described at Article 1.13(2) (wholesale rate inclusive of a capital component), depending on the election of payment made by Chattahoochee Hills, as described in Article 3.3. Payments shall be due within ninety (90) days of receipt of such billing.

5.2.1 DETERMINATION OF APPLICABLE RATES IF RESERVED CAPACITY IS EXCEEDED. When the elected rate is made pursuant to Article 1.13(3), rate for flows exceeding the Reserved Capacity shall be at rate described in Article 1.13(2). When the elected rate is made pursuant to Article 1.13(2), the rate for flow exceeding the Reserved Capacity shall be billed at a 35% surcharge of rate described in Article 1.13(2).

5.3 IMMEDIATE SEWER SERVICE AREA. Chattahoochee Hills and Fulton County have agreed to immediately serve the Serenbe Town Association and surrounding area, described in the attached Exhibit A, via the Atlanta-Newnan Pump Station. The flow will be received at the Atlanta-Newnan Pump Station, which is owned and operated by Fulton and is the sole responsibility of Fulton. Generally, providing service to new developments within the Immediate Sewer Service Area will be the responsibility of Chattahoochee Hills, either as direct provider or as a wholesale customer, and any additional flow received will be considered part of the Reserved Capacity in described in Article 5.1.2. The flow will be measured via meter and billed to Chattahoochee Hills in accordance with this Article 5. Exceptions to this arrangement within the Immediate Sewer Service Area must be presented in writing to Fulton County, and such exceptions must be agreed to by Fulton County. Known areas of exemption at the time of this agreement are indicated in Exhibit A.

5.4 FUTURE SEWER SERVICE AREA. Changes to sewer service within the city limits of Chattahoochee Hills can be made only by amendment to this Agreement. Options for future sewer service within the city limits of Chattahoochee Hills are limited to those outlined below.

5.4.1 OPTION ONE – FULTON AS DIRECT PROVIDER. If this option is chosen, Fulton will be the direct provider of sewer service outside of the Immediate Sewer Service Area. Fulton will be responsible for permitting, inspecting, operating, and maintaining the Collection System, as well as for billing customers. Such connections will not be included within the 0.5 MGD Reserved Capacity belonging to Chattahoochee Hills.

5.4.2 OPTION TWO – CHATTAHOOCHEE HILLS AS DIRECT PROVIDER. If this option is chosen, Chattahoochee Hills will be the direct provider of sewer service outside of the Immediate Sewer Service Area. Chattahoochee Hills will be responsible for permitting, inspecting, operating the Collection System, as well as billing customers. Such connections will be included within the 0.5 MGD Reserved Capacity belonging to Chattahoochee Hills and shall be subject to all the relevant terms of this Agreement.

5.4.3 OPTION THREE – CHATTAHOOCHEE HILLS AS WHOLESALE CUSTOMER. If this option is chosen, Chattahoochee Hills will be billed at the wholesale rate at a metered connection to the Fulton Sewerage System. Chattahoochee Hills may enter into a separate agreement with a private entity to supply sewer services. Such connections will be included within the 0.5 MGD Reserved Capacity belonging to Chattahoochee Hills and shall be subject to all the relevant terms of this Agreement.

5.5 DETERMINATION OF FLOWS. The basis for billing shall be metered flow volumes wherever possible. Meters shall be calibrated no less often than quarterly, and appropriate calibration records shall be retained. Chattahoochee Hills shall have the opportunity to observe the calibration process, test the calibration equipment and review the calibration records of Fulton upon written request. Any meter tested and found to be accurate within ten percent shall be considered accurate for billing purposes. The cost of monitoring the flows and of any quarterly calibration services shall be borne equally by the parties, with Chattahoochee Hills's share of any such costs being due and payable to Fulton County within ninety (90) days from Chattahoochee Hills's receipt of an invoice from the County. If payment is not remitted by the due date, Chattahoochee Hill agrees to pay Fulton (in addition to Chattahoochee Hills's share of the calibration costs) a late charge equal to five percent (5%) of Chattahoochee Hills's share of the calibration costs. Where metering stations are not feasible or a dispute arises with respect to the accuracy or appropriateness of metering results, Chattahoochee Hills's Mayor and Fulton's

Director of Public Works will attempt to resolve the dispute in good faith, in the first instance, before seeking other options that may be available to the parties.

5.6 PROVISION OF DATA. Both parties agree to provide flow data, or, if flow is not metered, water consumption within the service area and population data to the other as may be reasonably requested in writing by the other party within ten (10) business days following receipt of each such request.

5.7 CHANGES IN CAPACITY. Chattahoochee Hills may request additional Reserved Capacity in Camp Creek. Any increases of the Reserved Capacity shall require the adjustment of the Required Financial Contribution Percent for the Total Project Cost of any future capital improvements to such facility. The percentage of Reserved Capacity and the parallel Required Financial Contribution Percent may not, however, be increased or decreased except by formal written amendment of this Agreement. Fulton shall act on Chattahoochee Hills's request for additional Reserved Capacity within sixty (60) days of Fulton's receipt of the request. Should Fulton deny Chattahoochee Hills's request for additional Reserved Capacity due to Camp Creek having no more unallocated reserved capacity, then the Excess Flow provisions of Article 5.8 may be implemented. However, should Fulton deny Chattahoochee Hills's request for any reason other than Camp Creek having no more unallocated reserved capacity available, or should Fulton fail to respond to Chattahoochee Hills within sixty (60) days of Fulton's receipt of Chattahoochee Hill's request for additional Reserved Capacity, then the higher rate for future Excess Flows as described in Article 5.8 shall not be implemented. This section does not limit the implementation of the Future Excess Flow provisions of Article 5.8 in any circumstance other than those described above regarding requests by Chattahoochee Hills for additional Reserved Capacity.

5.8 FUTURE EXCESS FLOW. When the average daily flow received from Chattahoochee Hills to Camp Creek based on a sixty (60) day reporting period reaches 80% of Chattahoochee Hill's Reserved Capacity for Camp Creek, Chattahoochee Hills must prepare and submit to Fulton a written plan which demonstrates how future flows will be maintained within the Reserved Capacity. Should Chattahoochee Hill's flows received at Camp Creek exceed its then-current Reserved Capacity, Chattahoochee Hills shall immediately take appropriate measures to reduce its flow to within its Reserved Capacity. Continued discharge in excess of the Reserved Capacity, without prior written approval by Fulton, calculated as a daily average of 60 days' time, will be considered a material breach of contract, for which Fulton is entitled to one or more of the

following remedies, none of which shall be an exclusive remedy: (a) immediate injunction ceasing all Excess Flows from Chattahoochee Hills to Camp Creek, (b) payment of the applicable rate set forth in Article 5.2 with respect to the Reserved Capacity flow and the flow in excess of the Reserved Capacity, (c) payment (or reimbursement) of any and all damages caused to third parties directly related to such excess flow, (d) immediate payment (or reimbursement) of any and all civil penalties and fines imposed by regulatory agencies or courts of law directly attributed to such excess flow, (e) interest on any aforesaid amount not paid when due hereto at the Applicable Interest Rate calculated in accordance with Article 8.2, (f) termination of this agreement for cause, and (g) any and all other remedies available at law or in equity. Any amount payable pursuant to this Article 5.8 shall be paid by Chattahoochee Hills within fifteen (15) days following written demand therefor. The obligation to pay the applicable rate shall arise in the event that Chattahoochee Hills's flows to Camp Creek exceed those set forth in Sections 5.1.2.

ARTICLE 6
COLLECTION SYSTEM

6.1 FULTON'S RIGHTS. Fulton owns, operates, and maintains the following components of the Collection System within the city limits of Chattahoochee Hills: the influent gravity sewer within the Atlanta-Newnan Pump Station parcel 08-010000191207; the Atlanta-Newnan Pump Station; and the Atlanta Newnan force main. Within the city limits of Chattahoochee Hills, Fulton also owns, operates and maintains the Little Bear Pump Station, the Little Bear force main, and the gravity sewer within the Crossroad Subdivision. Fulton shall not make or permit connections to these portions of the Collection System within Chattahoochee Hills except by an amendment to this Agreement.

6.2 CHATTAHOOCHEE HILLS'S RIGHTS. Chattahoochee Hills shall have the right to make or to permit connections to that portion of the Collection System located within the Immediate Sewer Service Area, which is described in "Exhibit A" to this Agreement. Chattahoochee Hills shall have the right to determine and impose charges for connections permitted or made to the Collection System within the Immediate Sewer Service Area. This shall include the right to contract with other sewer service provider(s) for the use of the Sewerage System within the Immediate Sewer Service Area, provided that Chattahoochee Hills shall not permit by contract the discharge of flow which will result in Chattahoochee Hills exceeding its

maximum Reserved Capacity flow to Camp Creek as set forth in Article 5 thereof. Such sewer service provider(s) under contract with Chattahoochee Hills shall comply with Articles 6.4 and Article 7 of this agreement to implement I/I programs, industrial pretreatment and monitoring, and fats/oils/grease programs as required, and reports on these activities shall be issued to Fulton by Chattahoochee Hills at least annually and upon request within thirty (30) days of such request.

6.3 OPERATIONS AND MAINTENANCE. Fulton shall be responsible for operation and maintenance of the portions of the Collection System described in 6.1 above. Chattahoochee Hills shall be responsible for the operation and maintenance of the Collection System located within the Immediate Sewer Service Area.

6.4 INFLOW AND INFILTRATION (I/I) PROGRAM. Chattahoochee Hills shall submit to Fulton annual reports indicating action taken and amount of reduction of I/I in the Collection System, including such reports and work undertaken by other sewer service provider(s) under contract with Chattahoochee Hills.

ARTICLE 7.

SEWER USE ORDINANCES AND PRETREATMENT PROGRAMS

7.1 RESPONSIBILITIES. Each party will be responsible for implementing, updating, enforcing, monitoring, and controlling its sewer use ordinance, industrial pretreatment program, and fats/oils/grease (FOG) program within its jurisdictional limits.

7.2 REVISIONS. To the extent that Chattahoochee Hills's sewer use ordinance, industrial pretreatment program, and FOG program are inconsistent with state and federal requirements, Chattahoochee Hills will amend and/or revise its sewer use ordinance, industrial pretreatment program, and FOG program to comply with all state and federal requirements and will accept and implement reasonable changes to such ordinance and program requested in writing by Fulton with respect to control of discharges which ultimately will be treated at Camp Creek. When required for compliance with Fulton's NPDES permit, Chattahoochee Hills will revise its ordinance, industrial pretreatment program, and FOG program in a manner reasonably acceptable to Fulton.

7.3 ENFORCEMENT AND PERMITTING. Chattahoochee Hills agrees to diligently enforce its sewer use ordinance, industrial pretreatment program, and FOG program for users of its portion of the Sewerage System. Chattahoochee Hills will issue permits to all industrial

dischargers within its jurisdictional limits as required by the ordinance and pretreatment program and will monitor compliance with the permits. A written report of non-compliant discharges within Chattahoochee Hills's jurisdiction tributary to Camp Creek will be provided by Chattahoochee Hills if any such non-compliance occurs.

7.4 FAILURE TO ENFORCE. In the event Chattahoochee Hills fails to take reasonable pretreatment enforcement action on a timely basis, Fulton may take whatever action by law it is authorized to take.

7.5 OTHER JURISDICTIONS. Before an industrial user located outside of the jurisdictional boundaries of Chattahoochee Hills discharges wastewater into the Fulton Sewer System for treatment at Camp Creek, Chattahoochee Hills will enter into an agreement with the jurisdiction in which such industrial user is located. The terms of such agreement shall be substantially equivalent to the applicable terms of this Agreement, and such agreement must be fully executed by all parties thereto prior to a discharge from any industrial user in the outside jurisdiction.

7.6 ANNUAL REPORTS. Chattahoochee Hills will submit a written annual report to Fulton on the compliance status of each significant industrial user and any enforcement response taken or anticipated. Each such report will include the time frames for initial enforcement actions, as well as any subsequent enforcement actions.

7.7 EMERGENCY ACTION. Each party, acting as an agent of the other party, may take emergency action to stop or prevent any discharge into its Sewer System for treatment at Camp Creek WRF that is generated in, or transported through Fulton or Chattahoochee Hills, when in the reasonable opinion of either party such discharge presents, or may present, an imminent danger to human health or welfare, which reasonably appears to threaten the environment, or which threatens to cause interference or contamination to either party's System. Both Parties agree to provide such notice as is practicable to the sewer user and the other party of its intent to take emergency action prior to taking action; provided, however, it is understood and agreed the opportunity to respond to such action or anticipated action may be limited to a hearing after the emergency powers of either party have been exercised.

ARTICLE 8
PROVISIONS OF GENERAL APPLICATION

8.1 RIGHT TO SEEK SPECIFIC PERFORMANCE. The Parties agree that the costs and damages resulting from a breach of the contractual rights to use the Sewerage System facilities up to the specified amounts granted by this Agreement may not be susceptible of monetary calculation, and that damages recoverable at law may not be adequate compensation for nonperformance of the covenants of this Agreement. It is therefore agreed that in each instance where money damages are not an adequate remedy and the provisions of Section 8.8 have been complied with, either party shall be entitled to specific performance or any other equitable remedies provided by law.

8.2 RATE OF INTEREST. Whenever this Agreement provides for the accrual and payment of interest on sums to be paid by one party to the other, such interest shall be calculated at the Applicable Interest Rate as defined in Section 1.1. Interest shall be calculated at the Applicable Interest Rate based upon the total number of calendar days during which the applicable amounts remain unpaid, including the original due date of the delinquent payment and excluding the day on which the amount (including accrued interest) is paid in full.

8.3 OPERATIONS REVIEW. Both parties agree that, upon receipt by one party of a written request from the other party for an operations review, an operations review to determine the status of the operations, maintenance and personnel needs of any component of the Sewerage System, as well as the efficiency, management and reliability of the cost-effectiveness of the operation of any component of the Sewerage System, shall be completed and a written report of such review and the resulting recommendations shall be delivered to the requesting party within ninety (90) days following receipt of the written request. The reasonable out-of-pocket costs of the operations review will be paid by the party requesting same. The recommendations of an operations review will not bind either party.

8.4 SEVERABILITY. In case any one or more provisions of this Agreement shall for any reason be held to be illegal or invalid by a court of competent jurisdiction, it is the intention of each of the parties hereto that such illegality or invalidity shall not affect any other provision hereof, but this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein. This Agreement shall be construed to adopt, but not enlarge upon, all the applicable provisions of the constitution and general laws of the State of Georgia, and, if any provision hereof conflicts with the applicable provisions of the constitution or laws of the State

of Georgia, the latter as adopted by the legislature and as interpreted by the courts of this State shall prevail in lieu of any provision hereof in conflict or not in harmony therewith.

8.5 WAIVER. The failure to initiate action as to any breach shall not be deemed as a waiver of that right of action and all such uninitiated rights of action shall be cumulative.

8.6 TERM OF AGREEMENT. This Agreement shall be in effect and shall constitute a binding obligation of the parties hereto from and after its execution by the last party to execute the same and it shall continue in effect for fifteen (15) years. Upon written notice not less than ninety (90) days prior to expiration, this Agreement may be renewed by either party for an additional term of five (5) years.

8.7. PERIODIC REVIEW OF PROVISIONS. The parties shall hold periodic reviews of the provisions of this Agreement in order to provide for the changing needs of both parties, and to ensure the System meets all applicable state and federal requirements, as they may be promulgated or amended. The parties agree to negotiate diligently and in good faith to accommodate each other's needs and proposed amendments and to use all diligent and good faith efforts to enact by appropriate legislation such amendments as are agreed upon by both parties to be appropriate. No such amendments to this Agreement shall become effective unless authorized by the respective Governing Authority of both parties. However, nothing herein shall prevent either party from proposing amendments to the other at any time during the term of this Agreement.

8.8 RESOLUTION OF DISPUTES. Should there arise any issues or disputes related to this Agreement, the parties will in good faith attempt to resolve such issues or disputes promptly and amicably and may by mutual agreement submit the same to non-binding mediation.

8.9 INSURANCE COVERAGE. Fulton shall self-fund insurance coverage for its capital assets and personalty included in the Sewerage System. This self-funded coverage will be sufficient to cover reasonably foreseeable risks and shall insure the buildings' systems, equipment and other improvements and all additions, extensions, alterations and modifications thereto. Any costs associated with this coverage shall be paid for by Fulton.

8.10 DAMAGE OR DESTRUCTION OF THE SYSTEM. In the event of damage or destruction by fire or other casualty of its portion of the System, Fulton shall with reasonable diligence and dispatch, repair, or rebuild, or otherwise make a provision for restoring functionality to said facilities so as to restore them as nearly as possible to the condition which existed immediately prior to the damage or destruction, subject to such modifications as may be agreed to

by the parties. Any repair or rebuilding required hereunder shall be paid for with the proceeds of the insurance required under Section 8.9 and any remaining costs shall be paid by Fulton as the owner of the Camp Creek WRF.

8.11 PERSONAL LIABILITY. No elected official, director, officer or employee of either party shall be charged personally or held contractually liable by or to the other party under any terms or provisions of this Agreement or because of any breach thereof or because of its or their execution or attempted execution thereto.

8.12 RESPONSIBILITY OF PARTIES FOR THE SEWERAGE SYSTEM. Chattahoochee Hills and Fulton shall be responsible for the maintenance, repair, and operation of their respective components of the Sewerage System. No party not a signatory to this Agreement shall be a beneficiary of the rights and obligations hereunder.

8.13 TIME OF ESSENCE. Time is of the essence for all terms of this Agreement.

8.14 HEADINGS. The headings contained herein are for convenience and reference only and are not intended to define or limit the scope of any provisions of this Agreement.

8.15 ASSISTANCE. Chattahoochee Hills and Fulton agree to provide each other with assistance in the form of plans and specifications, reports and projections, as may be necessary or appropriate for the efficient operations of the Sewerage System.

8.16 NUMBER OF ORIGINAL DOCUMENTS. It is agreed between the parties that this Agreement shall be executed in two or more originals, all of which shall constitute one and the same document and any one of which may be used for any purpose for which an original executed document may be used.

8.17 ASSIGNMENT OF AGREEMENT. This Agreement shall inure to the benefit of and shall be binding upon respective assigns of the parties to this Agreement; provided, however, that neither this Agreement nor any interest herein shall be transferred or assigned by any party hereto except with consent in writing of the other party hereto which consent shall not be unreasonably withheld. No assignment or transfer of this Agreement without consent shall relieve a party hereto of any obligation hereunder.

8.18 INTERGOVERNMENTAL AGREEMENT. The parties hereto agree that this Agreement is an intergovernmental contract entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia of 1983.

8.19 PRIOR AGREEMENTS. This Agreement supersedes any and all previous agreements between Fulton County and Chattahoochee Hills.

8.20 DEFAULT. The failure of Chattahoochee Hills to pay Fulton any payments required under this Agreement when due or failure by either party to comply with any covenant, term, or obligation of this Agreement shall a constitute a material default on the part of such party. In any such event, the non-defaulting party may, after complying with provisions of Section 8.7, bring any suit, action or proceeding in law or in equity, including but not limited to mandamus, injunction, and/or action for specific performance, as may be necessary or appropriate to enforce any provision, covenant, term, or obligation of this Agreement against the other party.

8.21 NOTICE. All notices pursuant to this Agreement shall be in writing and delivered in person or transmitted by certified mail, postage prepaid, or by registered overnight mail or delivery service with charges prepaid. All notices to Fulton County shall be addressed as follows, unless otherwise directed in writing:

County Manager
Fulton County Government Center
141 Pryor Street, Suite 10061
Atlanta, GA 30303

With a copy to:

Director
Fulton County Department of Public Works
Fulton County Government Center
141 Pryor Street, Suite 6001
Atlanta, GA 30303

All notices to Chattahoochee Hills shall be addressed as follows, unless otherwise directed in writing:

City of Chattahoochee Hills
City Manager
6303 Rico Road, Suite A
Chattahoochee Hills, GA 30268

With a copy to:

City of Chattahoochee Hills
Director of Finance
6303 Rico Road, Suite A
Chattahoochee Hills, GA 30268

(Signatures appear on the following pages.)

IN WITNESS WHEREOF, the duly authorized officials of Chattahoochee Hills and Fulton have caused in the name of Chattahoochee Hills and the name of Fulton and the seals of said political subdivisions and the signatures of their duly authorized executive officers to be affixed hereto on the dates indicated below.

As approved and executed on the ___ day of _____, 2025.

ATTEST:

_____
Clerk to the Commission

FULTON COUNTY:

By: _____
Robert L. Pitts, Chair
Board of Commissions

APPROVED AS TO CONTENT:

_____
Department of Public Works

APPROVED AS TO FORM:

_____
Office of the County Attorney

As approved and executed on the ___ day of _____, 2025.

ATTEST:

_____

Diane White, City Clerk

CITY OF CHATTAHOOCHEE HILLS:

By: _____

Tom Reed, Mayor

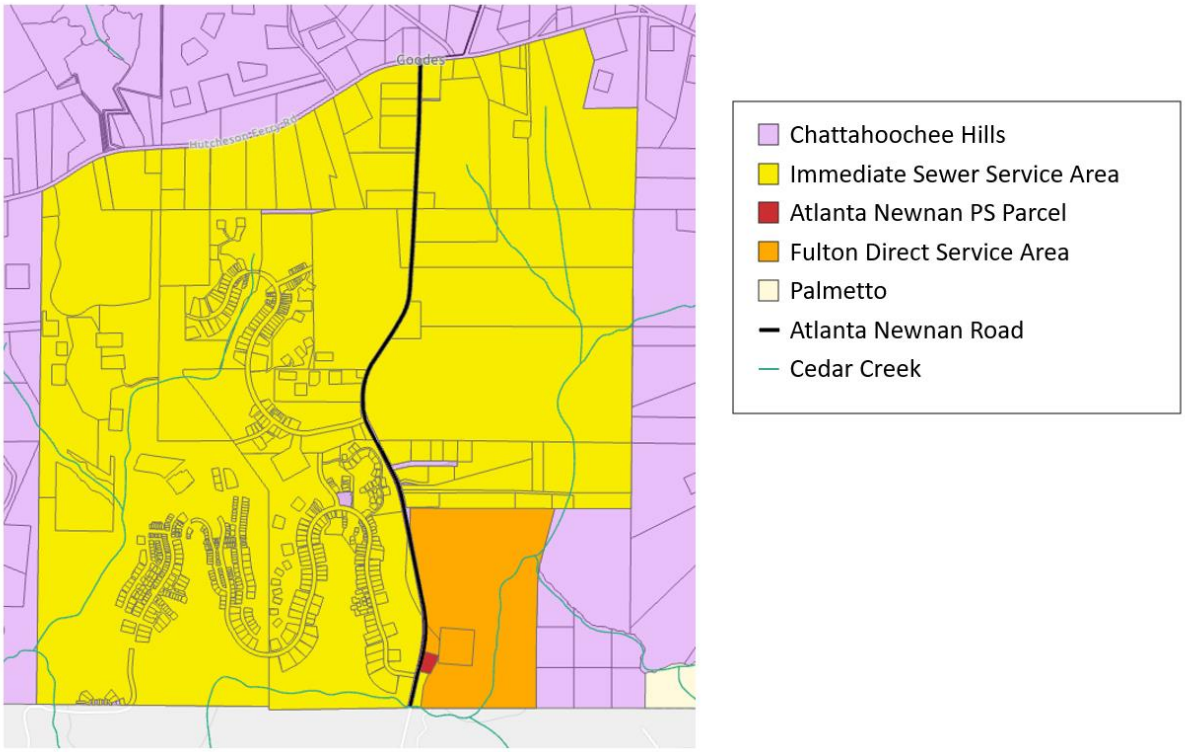
APPROVED AS TO FORM:

_____

Richard P. Lindsey, City Attorney

EXHIBIT A

Immediate Sewer Service Area



Fulton County Public Works
141 Pryor St.
Suite 6001
Atlanta, GA GA 30303



9214 8902 9562 6590 1615 3104 37

Director Administrator
Department of EnviromentalPublic Works
38 Hill Street, suite 235
Roswell GA 30075

INTERGOVERNMENTAL AGREEMENT FOR WATER SERVICE AND SEWER BILLING BETWEEN THE CITY OF ROSWELL AND FULTON COUNTY

This INTERGOVERNMENTAL AGREEMENT ("Agreement') between the CITY OF ROSWELL, a municipal corporation of the State of Georgia ("Roswell"), and FULTON COUNTY, GEORGIA, a political subdivision of the State of Georgia ("Fulton") (Roswell and Fulton are individually each referred to as a "Party" and collectively referred to as the "Parties"), is effective as of the date the last Party executes the Agreement.

WHEREAS, each of the Parties hereto is a governmental entity of the State of Georgia, having the legal authority and obligation to organize, maintain, and operate systems of water distribution in its respective jurisdiction to serve its citizens; and

WHEREAS, Fulton is a party to the Atlanta Fulton County Water Resources Commission, a joint venture with the City of Atlanta, which owns and operates the Tom Lowe Water Treatment Plant ("Tom Lowe WTP"); and

WHEREAS, the terms of this Agreement are intended to address the long-term Parties' needs related to water management; and

WHEREAS, the Parties wish to set terms and conditions and to create procedures for the current and future supply of water to Roswell's Water Service Area through interconnections between the two public water systems; and

WHEREAS, the Parties also wish to be able to provide emergency water supplies through these interconnections and establish the terms and conditions under which the systems can be physically connected and water made available to each other in times of emergency; and

WHEREAS, Roswell has a computerized billing system in operation in Roswell's Water Service Area and has served as the sewer billing collection agent for Fulton County sewer in this region; and

WHEREAS, Fulton would like Roswell to serve as the billing collection agent for sewer services with Fulton County's service area, and Roswell is amenable to doing so pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual rights and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do agree as follows:

ARTICLE 1.

DEFINITIONS

1.1 APPLICABLE INTEREST RATE. The rate of one percent per month.

1.2 AVAILABLE POTABLE WATER. A surplus of potable water not immediately needed by the Selling Party.

1.3 BUSINESS DAY. Each day excluding each Saturday, Sunday, and state or federal holiday on which banks in the State of Georgia are authorized to close for purposes of customary banking services.

1.4 CITY ADMINISTRATOR. The Administrator of Roswell, or his or her designee, for purposes of this Agreement.

1.5 COMMUNITY WATER SYSTEM. A public water system that supplies water to the same population year-round.

1.6 DATE OF EXECUTION. The date on which the last party to this Agreement executes this Agreement.

1.7 DIRECTOR OF ENVIRONMENTAL / PUBLIC WORKS. The Director of the Department of Environmental / Public Works of Roswell, or his or her designee, for purposes of this Agreement.

1.8 DIRECTOR OF PUBLIC WORKS. The Director of the Department of Public Works of Fulton County, or his or her designee, for purposes of this Agreement.

1.9 EMERGENCY WATER CONDITION. A shortage of potable water to meet the Essential Water Needs of the Requesting Party's customers that threatens their health, safety, and welfare.

1.10 ESSENTIAL WATER NEEDS. The minimum amount of water needed for residential and commercial means for food processing, drinking, toilet flushing, firefighting, hospital use, and critical asset use and a portion of the system's Non-Revenue Water.

1.11 GOVERNING AUTHORITY. As applicable, the City Council of Roswell, Georgia, or the Board of Commissioners of Fulton County, Georgia, or any replacement governmental body vested with the power to govern the respective jurisdiction under the laws of the State of Georgia.

1.12 INTERCONNECTION. A connection, consisting of meter(s), meter vault(s), valves, backflow preventer(s), backflow preventer vault(s), and piping between two water systems, in this case, between the public water systems of Roswell and Fulton.

1.13 MONTHLY OPERATING REPORT. Reports required for public water systems submitted monthly to the state regulatory agency, the Georgia Environmental Protection Division. Monthly Operating Reports include information about the finished water as well as the quantity of purchased water acquired from other public water systems.

1.14 NON-REVENUE WATER. Overall water losses, defined as the difference between volume

of water produced or purchased and the volume of water that was billed to customers.

1.15 NORTH FULTON WATER DISTRIBUTION SYSTEM. The system distributing water to most of Fulton County north of the Chattahoochee River, including all of Alpharetta, Johns Creek, and Milton, as well as a majority of Roswell.

1.16 RATES. Rates shall be established on the basis of a utility industry standard cost of service study prepared by or on behalf of Fulton. Such study shall serve to establish at least the following three rate categories: (1) retail rates billed to residential/commercial customers, (2) wholesale rates, inclusive of a capital component and operations and maintenance component based on no capital contribution to the System ("Capital/O&M"); and (3) wholesale rates, without a capital component and with operations and maintenance based on that customer's capital contribution to the System ("O&M"). Whenever Fulton deems it necessary to revise its rates, Fulton shall notify Roswell in writing of the pending rate increase not less than ninety (90) days prior to submittal of such revised rates to Fulton's Governing Authority for approval. Upon approval of such rates, Fulton shall notify Roswell in writing by the first to occur: (a) thirty (30) days after such approval by the respective Governing Authority, or (b) at least thirty (30) days prior to the effective date of such rates, which notice shall state each rate and the effective date thereof. Nothing herein is intended to be construed as affecting Fulton's sole authority to revise its rates. All documentation used in cost-of-service studies, if any, shall be provided by Fulton to Roswell within ten (10) Business Days of the date upon which Fulton's Governing Authority revises its rates.

1.17 WATER DISTRIBUTION SYSTEM. The physical infrastructure consisting of the water mains, hydrants, valves, meters, fittings, facilities, and pump stations which transport potable water to customers.

1.18 WATER SERVICE AREA. The geographic area that receives drinking water from a given Community Water System.

ARTICLE 2.

INTERCONNECTIONS

2.1 CURRENT INTERCONNECTIONS. There are currently seven (7) active Interconnections between the North Fulton Water Distribution System, as shown in EXHIBIT A, and Roswell's Water Service Area, as shown in EXHIBIT B.

2.2 NEW INTERCONNECTION PROPOSAL. Should Roswell determine that an Interconnection is necessary, Roswell shall make a proposal in writing to Fulton requesting an interconnection between the two systems. The request should describe the purpose of the interconnect, state whether it will be a general supply interconnection (normally open) or an emergency use interconnection (normally closed) and anticipate connection sizing and expected use amount. Within six (6) months of such a request, if both parties agree to the interconnection installation, the equipment to allow water to flow shall be installed. The current status of each existing interconnection is shown in EXHIBIT B.

2.3 INTERCONNECTION COMPONENTS. An interconnection shall consist of, at minimum, the following components: a meter, a meter vault box, a valve owned by Fulton upstream of the meter vault, a backflow preventer, and piping. The meter, the meter vault, and the piping and/or valves within three (3) feet of either side of the meter vault shall be owned by Fulton, and Fulton will be responsible for the maintenance of these components. Roswell shall install and own, at minimum, a backflow preventer and backflow preventer vault outside of three (3) feet of the meter vault and shall be responsible for those component's maintenance. All backflow preventers shall be tested at least annually by

Roswell, and records of those tests shall be submitted to Fulton within thirty (30) days of their completion.

2.4 INTERCONNECTIONS COSTS. Costs for establishing interconnections as described above shall be borne by Roswell. The cost of dismantling interconnections shall be shared equally (50/50) between Roswell and Fulton.

2.5 METERING. Fulton shall install a meter at the interconnection, and Fulton shall be responsible for maintaining, calibrating, and reading its meter at its own expense. Annually, or upon written notice by Roswell, Fulton shall inspect and test their meter. Testing shall occur within sixty (60) days of such a request. Copies of these inspections and tests shall be available within thirty (30) days of request. No meter shall be allowed to remain in service that has an error in excess of published American Water Works Association ("AWWA") Standards (or such succeeding standards) at the time of the testing. If a party requests a meter inspection in addition to the annual inspection, and the meter conforms to AWWA standards upon testing, the party requesting the inspection shall pay all inspection and testing costs. If the meter is not properly calibrated, the requesting party shall not be liable for the inspection and testing costs which shall be paid by the meter owner, and the meter owner shall immediately (a) restore the meter to an accurate condition or install a new meter, and (b) credit the requesting party for any overpayment based on the information available to the Parties' utility staffs.

2.6 VALVE INSTALLATION AND EXERCISE. All valves within three (3) feet of the meter vault box shall be owned and maintained by Fulton County. Any valves outside of three (3) feet of the meter vault box within the service area of Roswell shall be owned and maintained by Roswell. At each interconnection, valves installed will be capable of closing

off flow from one water system to another. Annually, or upon written notice by the other party, each shall exercise their valves. Copies of these results shall be made available upon request. Inoperable valves shall not be allowed to remain in service and must be replaced or repaired at the owner's expense.

2.7 INTERCONNECTION STATUS CHANGE. Should Roswell request that a normally closed (emergency use) interconnection be converted to a normally open (general supply) interconnection, it shall provide Fulton written notice with at least ninety (90) days prior to the requested change. If Fulton agrees that the change is necessary within the ninety (90) days, the Parties' utility staff will coordinate to make any necessary changes as applicable, including but not limited to opening valves, installing water mains, installing meters and meter vaults, and/or installing backflow preventers. If Fulton does not agree to the status change, Fulton will notify Roswell in writing within the same ninety (90) period. In no event will the status of an interconnection change without both Parties' approval.

2.8 WATER QUALITY. Fulton shall provide treated water to Roswell at the point or points of connection to the Interconnections. Treated water must meet the water quality requirements of all applicable regulatory agencies, including the U.S. Environmental Protection Agency and the Environmental Protection Division of the Georgia Department of Natural Resources. Further, if Roswell or Fulton proposes any change to their water treatment process that would affect the water quality chemistry of their finished water while this Agreement is in effect, notice shall be furnished to the other party at least ninety (90) days prior to the effective date of the proposed change.

2.9 WATER CONSERVATION. This Agreement shall be subject to all state and federal water conservation regulations. If the customers of Fulton are at any time under an outdoor water

use restriction while water is being supplied to Roswell, Roswell agrees to impose restrictions at least as strict as those imposed by Fulton. If Fulton requests a variance to any state mandated drought conservation procedures, Fulton will notify Roswell at least ten (10) days prior to submitting such request to the state regulatory authority.

2.10 INTERCONNECTION BILLING. Interconnections shall be billed at the Fulton's wholesale rate (inclusive of O&M/Capital), which is subject to the adjustments described in Article 1.16. Bills for flow through Interconnections will be sent to Roswell by the 10th of the month following the month they are assessed and will be included in the Monthly Operating Reports submitted by Roswell to EPD. Bills not paid within forty-five (45) days of receipt shall be assessed at the Applicable Rate of Interest described in Article 1.1.

ARTICLE 3.

EMERGENCY USE OF INTERCONNECTIONS

3.1 DISRUPTION OF POTABLE WATER SUPPLY. If Roswell experiences an Emergency Water Condition and desires to purchase Available Potable Water, Roswell shall notify appropriate Fulton staff by phone and in writing via email of the Emergency Water Condition and request Available Potable Water be transferred for a limited period. Fulton shall respond as soon as possible to the request by advising Roswell of the quantity of Available Potable Water.

In addition to the communication by staff described above, the Roswell Environmental / Public Works Director shall immediately notify the Fulton Director of Public Works when Emergency Water Conditions develop and request temporary water service from Fulton. Such notice shall include a description of the emergency and expected duration, if known. Notifications shall be made via phone call and email.

When Roswell experiences Emergency Water Conditions or other conditions that require (a) less than one (1) MG of water to be supplied through the Interconnection(s) or (b) require water for less than three (3) days to be supplied through the Interconnection(s), Available Potable Water can be immediately supplied without first receiving approval or response from Fulton's Director of Public Works, though notification is still required. Requests for Available Potable Water in excess one (1) MG, or for Emergency Water Conditions or other conditions expected to last for more than three (3) days require prior approval by Fulton before valves are opened and operated to transfer water from Fulton's distribution system to Roswell.

3.2 UTILITY STAFF RESPONSIBILITIES. In the event that water is needed by Roswell, staff from either Fulton or Roswell may operate the valves necessary to permit water to be sold from Fulton to Roswell. The staff from the Party that operates the valves to open the valves is responsible for returning all valves to the original position once the temporary water service event is completed. Only appropriate staff shall operate components of the interconnections, including valves.

3.3 RATE OF SUPPLY. Fulton shall not be required to transfer water to the Roswell in an amount that would violate any of its permits, nor shall Fulton be required to provide more than its Available Potable Water, and Fulton shall not be liable to Roswell or its customers for any interruptions in water service. Fulton shall be obligated to supply water pursuant to this Agreement only to the extent that doing so does not prejudice its ability to fulfill its obligations to its customers and other entities with whom it has contractual obligations.

3.4 FORCE MAJEURE. Roswell agrees that Fulton will provide Available Potable Water to Roswell continuously during an Emergency Water Condition, subject to the requirements

above, except that temporary disruption of service at any time caused by an act of God, fire, strikes, casualties, war, terrorist act, natural disaster, accidents, necessary maintenance work, breakdowns of or injuries to machinery, pumps or pipelines, civil or military authority, insurrections, riots, acts or declarations of government or regulatory agencies other than Roswell or Fulton, or any other cause beyond the control of Fulton, shall not constitute a breach of this Agreement; and Fulton shall not be liable to Roswell or to its customers for any damage resulting from such unavoidable disruption of service.

ARTICLE 4.

FINANCE AND PAYMENT FOR SEWER COLLECTION

4.1.1 ROSWELL AS BILLING COLLECTION AGENT. Roswell agrees to act as a billing collection agent for sewer services on behalf of Fulton within Fulton's Service Area, as designated in Exhibit A. Roswell will receive a commission of 10% of the billed amount for this collection service, and Roswell shall deduct the total amount it receives for providing the collection service before making payments to Fulton pursuant to this Agreement. Each month Roswell will provide a report which shows, for that month: (a) what was billed; (b) what was collected; (c) how much Roswell received in commission; (d) how much was paid to Fulton; and (e) the date of payment to Fulton.

4.2 METER INSTALLATION. At the time of installation, metering equipment provided by Roswell will meet or exceed the industry standards set by the American Water Works Association ("AWWA") for measuring the quantity of water delivered. The City is responsible for the cost of installation of all meters, and associated appurtenances, serving customers in Roswell's Water Service Area and can directly bill the Roswell Water Service Area Customers for these services.

4.3 METER ACCURACY. Roswell agrees to inspect, test and, if necessary, repair or replace any non-fire water metering equipment serving Roswell Water Service Area Customers at least every three (3) to four (4) years for meters three (3) inches and over, beginning one (1) year after the effective date of this Agreement. Fulton will have the right to observe the calibration process, test the calibration equipment, and review the calibration records of Roswell upon written request, at Fulton's expense. A meter registering not more or less than 2% above or below 100% of actual flows will be deemed accurate for the purposes of this Agreement and the Parties' obligations under it. In addition, Roswell should have in place a meter replacement program for inaccurate and/or malfunctioning small (2 inches and less) meters based on evaluation of meter readings or test data and for the regular replacement of such meters every ten (10) to fifteen (15) years, or later if based on statistically significant meter test data.

4.4 METER ESTIMATES. If any meter fails to measure or appears to have measured inaccurately for any billing period, the amount of water delivered during such billing period will be estimated in accordance with Roswell's then current policies and procedures. In the event that Roswell makes adjustments to Roswell Water Service Area Customers' billable water usage, Roswell will make a corresponding adjustment to the sewer services bill component. Adjustments may be made in the event of malfunctioning meters, leaks, and/or misreading of meters. Adjustments applicable to prior period billings will be deducted from current period payments of billed revenues.

4.5 FAILURE TO PAY WHEN DUE. In the event of a failure to pay any amount due under this Agreement, interest shall automatically accrue on the delinquent amount in accordance with Section 1.1, from the date such payment is due until full payment of

such delinquent amount and its accrued interest.

ARTICLE 5.

PROVISIONS OF GENERAL APPLICATION

5.1 RIGHT TO SEEK SPECIFIC PERFORMANCE. Roswell and Fulton agree that the costs and damages resulting from a breach of the contractual rights to use the Interconnections up to the specified amounts granted by this Agreement may not be susceptible of monetary calculation, and that damages recoverable at law may not be adequate compensation for nonperformance of the covenants of this Agreement. It is therefore agreed that in each instance where money damages are not an adequate remedy the Parties shall have the right to seek specific performance.

5.2 SEVERABILITY. In case any one or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid by a court of competent jurisdiction, it is the intention of each of the Parties hereto that such illegality or invalidity shall not affect any other provision hereof, but this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

5.3 WAIVER. A failure to initiate action as to any breach shall not be deemed as a waiver of that right of action and all such uninitiated rights of action shall be cumulative.

5.4 TERM OF AGREEMENT. This Agreement shall be in effect and shall constitute a binding obligation of the Parties hereto from and after its execution by the last Party to execute same and shall continue in effect for fifteen (15) years with a five (5) year extension upon written notice prior to 90 days of term end date by either Party.

5.5 PERIODIC REVIEW OF PROVISIONS. The Parties shall hold periodic reviews, at least annually, of the provisions of this Agreement in order to provide for the changing needs of

both Parties, and to ensure the Interconnections meet all applicable state and federal requirements, as they may be promulgated or amended. The Parties agree to negotiate diligently and in good faith to accommodate each other's needs and proposed amendments and to use all diligent and good faith efforts to enact by appropriate legislation such amendments as are agreed upon by both Parties to be appropriate. No such amendments to this Agreement shall become effective unless authorized by the respective Governing Authority of both Parties. However, nothing herein shall prevent either Party from proposing amendments to the other at any time during the term of this Agreement.

5.6 RESOLUTION OF DISPUTES. Should there arise any issues or disputes related to this Agreement, the Parties will in good faith attempt to resolve such issues or disputes promptly and amicably and may by mutual agreement submit the same to non-binding mediation.

5.7 DAMAGE OR DESTRUCTION OF FACILITIES. In the event of damage or destruction by fire or other casualty of the Interconnection, Fulton shall, with reasonable diligence and dispatch, repair, or rebuild, or otherwise make provision for restoring functionality to said facilities so as to restore them as nearly as possible to the condition which existed immediately prior to the damage or destruction, subject to such modifications as may be agreed to by the parties. Costs for the repair shall be borne by the owner of the components as described in Article 2.3.

5.8 PERSONAL LIABILITY. No elected official, director, officer, or employee of either Party shall be charged personally or held contractually liable by or to the other Party under any terms or provisions of this Agreement or because of any breach thereof or because of its or their execution or attempted execution thereof.

5.9 TIME OF ESSENCE. Time is of the essence for all terms of this Agreement.

5.10 HEADINGS. The headings contained herein are for convenience and reference only and are not intended to define or limit the scope of any provisions of this Agreement.

5.11 ASSISTANCE. Roswell and Fulton agree to provide each other with assistance in the form of plans and specifications, reports and projections, as may be necessary or appropriate for the efficient operation of the Interconnection.

5.12 NUMBER OF ORIGINAL DOCUMENTS. It is agreed between the Parties that this Agreement shall be executed in two or more originals, each of which shall constitute one and the same document, and any one of which may be used for any purpose for which an original executed document may be used.

5.13 ASSIGNMENT OF AGREEMENT. This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties to this Agreement; provided, however, that neither this Agreement nor any interest herein shall be transferred or assigned by any Party hereto except with the consent in writing of the other Party hereto which consent shall not be unreasonably withheld. No assignment or transfer of this Agreement without consent shall relieve a Party hereto of any obligation hereunder.

5.14 INTERGOVERNMENTAL AGREEMENT. The parties hereto agree that this Agreement is an intergovernmental contract entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia of 1983.

5.15 PRIOR AGREEMENTS. This Agreement supersedes any and all previous agreements between Fulton and Roswell concerning the same subject matter as this Agreement.

5.16 DEFAULT. Failure of Roswell to pay Fulton any of the payments required under this Agreement when due or failure of either Party to comply with any covenant, term, or

obligation of this Agreement shall constitute a material default on the part of such Party. In any such event, and notwithstanding the requirements of Section 5.6, the non-defaulting Party may bring any suit, action, or proceeding in law or in equity, including but not limited to mandamus, injunction and/or action for specific performance, as may be necessary or appropriate to enforce any provision, covenant, term, or obligation of this Agreement against the other Party.

5.17 NOTICE. All notices pursuant to this Agreement shall be in writing and delivered in person or transmitted by certified mail, postage prepaid, or by registered overnight mail or delivery service, charges prepaid. All notices to Fulton shall be addressed as follows, unless otherwise directed in writing:

County Manager
Fulton County Government Center
141 Pryor Street, Suite 10061
Atlanta, Georgia 30303

With a copy to:
Director, Fulton County Department of Public Works
Fulton County Government Center
141 Pryor Street, Suite 6001
Atlanta, Georgia 30303

With a copy to:
Office of the County Attorney
Attn: County Attorney
Fulton County Government Center
141 Pryor Street, Suite 4038
Atlanta, Georgia 30303

All notices to City of Roswell shall be addressed as follows, unless otherwise directed in writing:

Mayor
City of Roswell
38 Hill Street, Suite 215
Roswell, Georgia 30075

With a copy to the:
Director, Department of Environmental/Public Works
38 Hill Street, Suite 235
Roswell, Georgia 30075

With a copy to the:
City Administrator
38 Hill Street, Suite 115
Roswell, Georgia 30075

IN WITNESS WHEREOF, the duly authorized officials of Roswell and Fulton have caused the name of Roswell and the name of Fulton and the seals of said political subdivisions and the signatures of their duly authorized executive officers to be affixed hereto below:

(Signatures on following pages)

ATTESTED:

(SEAL)

Tonya R. Grier
Clerk to the Commission

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Board of Commissioners

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

David Clark, Director
Department of Public Works

ITEM #25-0835 FRM 11/5/25
FIRST REGULAR MEETING

ATTESTED:

(SEAL)

Nancy Long
City Clerk

CITY OF Roswell, GEORGIA

Kurt M. Wilson
Mayor

APPROVED AS TO FORM:

David Davidson
City Attorney

APPROVED AS TO CONTENT:

Brian Watson
Director of Environmental / Public Works

EXHIBIT A.

Map of Roswell and North Fulton's service areas and current inventory of interconnections, both normally closed and normally open.

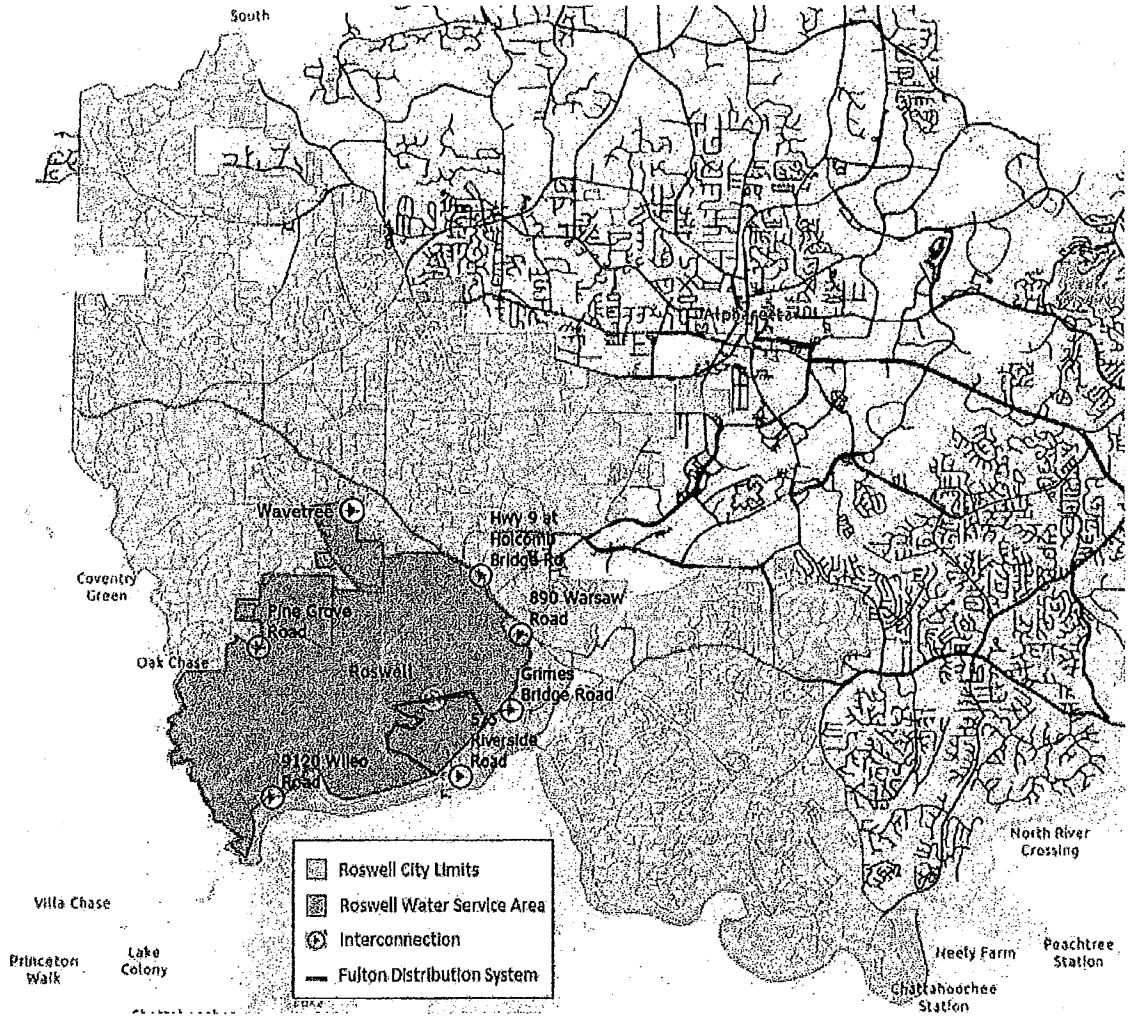


EXHIBIT B

Table detailing the interconnection locations between the City of Roswell water distribution system and the Fulton County water distribution system, as well as the typical valve status (open or closed) and the category of interconnection (general supply or emergency).

Interconnection Name	Address	Fulton Size (in)	Roswell Size (in)	Open/ Closed	General/ Emergency
Hwy 9 at Holcomb Bridge Rd	10489 Alpharetta Hwy	8	8	Closed	Emergency
92120 Willeo Road	9120 Willeo Rd	8	8	Closed	Emergency
575 Riverside Road	575 Riverside Rd	6	8	Closed	Emergency
890 Warsaw Road	890 Warsaw Rd	8	8	Closed	Emergency
Grimes Bridge Road	Grimes Bridge Rd	8	8	Closed	Emergency
Pine Grove Road	800 Pine Grove Rd	8	6	Closed	Emergency
Wavetree	0 Wavetree Dr	8	8	Closed	Emergency

STATE OF GEORGIA
COUNTY OF FULTON

RESOLUTION NO. R2006-11-11

A RESOLUTION TO APPROVE AND AUTHORIZE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF JOHNS CREEK AND FULTON COUNTY FOR WATER/SEWER SERVICES

WHEREAS: The City of Johns Creek shall provide for the general health, sanitation and welfare of the inhabitants of the City; and

WHEREAS: Providing the basic necessity of water and sewer service to its citizens will improve the quality of life; and

WHEREAS: The Intergovernmental attached agreement hereto between the City of Johns Creek and Fulton County to provide for water and sewer services has been reviewed.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council for the City of Johns Creek and it is resolved by the Authority of said City Council,

By passage of this resolution, the City of Johns Creek Mayor and City Council authorize an Intergovernmental Agreement (IGA) for the provision of Water/Sewer Services currently operated by the County. The Mayor and Council direct the City Manager to send a certified copy of this resolution to the Chairman of the Fulton County Board of Commissioners and the Fulton County Manager.

SO RESOLVED AND EFFECTIVE, this the 14th day of November, 2006.

Approved:

Michael E. Bodker, Mayor

Attest:

Joan C. Jones, Acting City Clerk
(Seal)

INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF WATER AND WASTEWATER SERVICES
between
FULTON COUNTY, GEORGIA AND
THE CITY OF JOHNS CREEK, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT, by and between Fulton County, Georgia ("County") and the City of Johns Creek, Georgia ("City") entered into this 14th day of November , 2006.

WHEREAS, the City of Johns Creek was created by act of the State of Georgia General Assembly in 2006, which was ratified by its citizens by referendum to create an effective date for the new city of December, 2006; and

WHEREAS, as provided by O.C.G.A. § 36-70-20, et seq., Fulton County provides water and wastewater distribution, collection and treatment services for various municipalities in the County pursuant to a Service Delivery Strategy Agreement, as certified by the Georgia Department of Community Affairs on October 31, 2005, among and between the County and various municipalities located therein; and

WHEREAS, Fulton County has provided water and wastewater distribution, collection and treatment services to residents of Johns Creek, through its facilities as maintained and improved over time, for many decades pursuant to various agreements, including the Service Delivery Agreement; and

WHEREAS, the creation of the City of Johns Creek, as a new municipality created within Fulton County, requires the County and Johns Creek to enter into an agreement as to the provision of water and wastewater services within the new municipal boundaries of Johns Creek pursuant to the processes and procedures of the Service Delivery Strategy Act ("Act"), O. C. G. A. § 36-70-20, et seq.; and

WHEREAS, pursuant to the Act, the Service Delivery Agreement between Fulton County and the municipalities within its jurisdiction must be amended to provide for the addition of Johns Creek, and, specifically, the provision of water and wastewater services by the County to residents of Johns Creek; and

WHEREAS, because an amendment to the current Service Delivery Agreement cannot be completed by the creation date of the City of Johns Creek on December 1, 2006, the parties desire to enter into an intergovernmental agreement governing the continuation of the provision of water and wastewater services by the County to residents of Johns Creek until such time that the Service Delivery Agreement is duly amended to account for such services.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

Section 1. The County will provide water and wastewater collection and treatment services to the residents of Johns Creek as are currently recorded as customers of the County or as may become customers of the County, pursuant to the terms of the Service Delivery Agreement as certified by the Georgia Department of Community Affairs on October 31, 2005, and until such time as the terms of the provision of water and wastewater services is formally agreed upon by the parties and incorporated into a duly adopted amendment to the current Service Delivery Strategy Agreement or other agreement, if such other agreement is deemed appropriate and necessary. Until such time as such an agreement is effective, the following shall apply to the provision of water and wastewater services to Johns Creek in addition to the terms of the current Service Delivery Agreement:

1.1 The level of service to Johns Creek residents will be provided as is set forth in the current Service Delivery Strategy Agreement.

1.2. The rate structure for Johns Creek, will be established at the level set as of the date of this Agreement or as amended by Fulton County Board of Commissioners.

Section 2. The City of Johns Creek will comply with the Metro North Georgia Water Planning District Model Stormwater Ordinance and the County's Water and Sewer Construction and Development Standards and any amendments thereof.

Section 3. Future Agreement. The parties agree to cooperate fully to reach an agreement for the provision of water and wastewater services by the County to Johns Creek's citizens within the municipal boundaries of Johns Creek, pursuant to the Service Delivery Strategy Act, O.C.G.A. § 36-70-20, et seq. for the purpose of amending the current Service Delivery Agreement between Fulton County and all municipalities within its jurisdiction to include the City of Johns Creek and the water and wastewater services agreement or such other agreement as may be deemed appropriate and necessary. All efforts will be made to reach an agreement as soon as practical and without undue delay, understanding that the need for such an agreement is critical to both parties and for the proper function of intergovernmental relations between the County and the City of Johns Creek.

IN WITNESS WHEREOF, the City and County have executed this Amendment through their duly authorized officers on the day and year first above written.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

FULTON COUNTY, GEORGIA

ATTEST:

Karen Handel
Chair
Fulton County Board of Commissioners

Mark Massey
Clerk **SEAL**
Fulton County Board of Commissioners

ITEM # 06-1237 RM 12-6-06
REGULAR MEETING

Approved as to Form:

Overtis Hicks Brantley
Fulton County Attorney

Tom Andrews
Fulton County Manager

CITY OF JOHNS CREEK, GEORGIA

Mayor

Municipal Clerk **(SEAL)**

Approved as to Form:

Acting City Attorney

Acting City Manager

CITY OF ATLANTA

AND

CITY OF HAPEVILLE

WATER POLLUTION CONTROL SERVICE AGREEMENT

FLINT RIVER AND SOUTH RIVER WATER POLLUTION CONTROL PLANTS FACILITIES AND TRANSMISSION SYSTEMS

TABLE OF CONTENTS

			Page
TITLE	I.	DEFINITIONS	
	1.01	Metropolitan Sewer System	2
	1.02	Atlanta	2
	1.03	Hapeville	2
	1.04	Construction Cost	2
	1.05	Project Cost	2
	1.06	Commissioner of Environment and Streets	3
	1.07	Director of Public Services	3
	1.08	Capital Improvements	3
	1.09	Three Rivers Water Quality Management Program	3
	1.10	Flint River Effluent Pump Station and Force Main	3
	1.11	South River Force Main	3
	1.12	Tunnel	3
	1.13	Chattahoochee River Outfall	3
	1.14	Effluent Transmission System	4
	1.15	South River Effluent Pump Station	4
	1.16	Net Operating Cost	4
	1.17	Operations Review	4
TITLE	II.	CAPITAL IMPROVEMENTS	4
	2.01	Policies	4
	2.02	Responsibility for Capital Improvements	5
	2.03	Hapeville's Responsibility to Make Payments for Improved and/or Expanded Capacity	5
TITLE	III.	FINANCING	
	3.01	Capital Improvement Cost Allocated to Atlanta	5
	3.02	Hapeville's Share of Costs for Improved and/or Expanded Capacity	5
	3.03	Cost Allocated to Hapeville for Improved and/or Expanded Capacity	6
	3.04	Financing of Capital Improvements	7
	3.05	Hapeville's Payment Options	7
	3.06	Payments	9
	3.07	Default of Payments	9
	3.08	Adjustment to Capital Improvement Cost	9
TITLE	IV.	USAGE OF FACILITIES	
	4.01	Hapeville's Right to Use Treatment and Transmission Facilities	9
	4.02	Increase in Capacity	10
	4.03	Payments for Increased Capacity	10
	4.04	Excessive Use	10
	4.05	Connection to the Metropolitan Sewer System	11
	4.06	Regulations for Sewer Connections	12
	4.07	Charges for Connections	12
	4.08	Industrial Discharge Ordinance	12
TITLE	V.	OPERATIONS AND MAINTENANCE	
	5.01	Responsibility for Operations and Maintenance	12
	5.02	Determination of Flows and Proportionate Share of Costs	13
	5.03	Payment of Net Operating Cost	14
	5.04	Operations Review	14
	5.05	Request for Operations Review	14
	5.06	Cost of Operations Review	14
	5.07	Recommendation of Operations Review Not Binding	14
	5.08	Access to Facilities	14
TITLE	VI.	COMPLIANCE WITH FEDERAL AND STATE REQUIREMENTS	
	6.01	Policy	15
	6.02	Industrial Waste Monitoring and Control	15
	6.03	Determination of Industrial User's Obligations	15

Page

6.04 Letters of Intent and Reserve Capacity Contracts 16
6.05 Collection of Industrial Cost Recovery and Disposition of Funds 16
6.06 Record Keeping and Audit 16
6.07 System Improvements 16

TITLE VII. PROVISIONS OF GENERAL APPLICATION

7.01 Rights Conditioned on Performance 16
7.02 Severability 17
7.03 Waiver 17
7.04 Waiver of Damage 17
7.05 Fire and Extended Insurance Coverage 17
7.06 Damage or Destruction of Facilities 18
7.07 Incorporation of Exhibits 18
7.08 Personal Liability 18
7.09 Time of Essence 18
7.10 Headings 18
7.11 Notices 18
7.12 Terms of Agreement 19
7.13 Previous Agreements 19
7.14 Number of Copies Executed 19

EXHIBITS

			Page
EXHIBIT	A	METROPOLITAN SEWER SYSTEM	A-1
EXHIBIT	B	CAPITAL COST ALLOCATION PROCEDURE FOR SOUTH AND FLINT RIVER WPCP FACILITIES	B-1

WATER POLLUTION CONTROL AGREEMENT

GEORGIA FULTON COUNTY

THIS AGREEMENT made and entered into as of the 28 day of December 1979, by and between the City of Atlanta (hereinafter referred to as "Atlanta") and the City of Hapeville (hereinafter referred to as "Hapeville").

W I T N E S S E T H:

WHEREAS, Atlanta and Hapeville are participants in the planning, design, construction, operation, supervision, maintenance and repair of a system of sewer lines, waste water pumping stations and water pollution control plants which is designated as the 'Metropolitan Sewer System": and

WHEREAS, it is the intent and purpose of Atlanta and Hapeville and of this Agreement that each participant shall contribute financially to the planning, design, construction, operation, management, maintenance, repair, replacement and expansion of said Metropolitan Sewer System in proportion to the benefit derived pursuant to the terms of this Agreement; and

WHEREAS, improvements and expansions of the Metropolitan Sewer System for the joint use of several entities which include Hapeville and Atlanta, will be made to meet the requirements of water pollution control regulations and the needs of the several entities served by the system; and

WHEREAS, Atlanta will construct certain capital improvements to the Metropolitan Sewer System to improve and/or expand the capacity of the Metropolitan Sewer System; and

WHEREAS, Atlanta will finance these capital improvements to the Metropolitan Sewer System and Hapeville will reimburse Atlanta for Hapeville's pro rata share of the improved and/or expanded capacity based on the cost of said improvements; and

WHEREAS, said benefits to be conferred on Hapeville will be determined by the amount of capacity of the various facilities which comprise the Metropolitan Sewer System reserved herein for the use of Hapeville; and

WHEREAS, due to the extended period of planning, design and construction and the problems involved in accurately establishing final costs at the time of the execution of this Agreement, it is necessary for Hapeville to make payments based on interim cost and estimates of those portions of the facility not already constructed until final costs can be established; and

WHEREAS, the capital improvements to the Metropolitan Sewer System will be for the mutual benefit of those it serves and it is equitable that each pay for its

fair share of the costs of the further expansion and improvements of the capacity and and operation of said system, based upon its use of the same, and to that end Hapeville agrees to make the payments hereinafter provided for; and

WHEREAS, Hapeville may in the future require capacity in the Metropolitan Sewer System in excess of that reserved herein.

NOW, THEREFORE, in consideration of the premises and of the mutual convenants hereinafter set forth, the parties hereby agree as follows:

TITLE I

DEFINITIONS

To the extent that the following words, terms definitions and phases may be used within this Agreement, the parties agree that the following definitions apply.

1.01 - "Metropolitan Sewer System"

The physical system of sewers, waste water pumping stations, and water pollution control plants described in Exhibit A attached hereto and made a part hereof by reference. Said Exhibit A may be amended from time to time by the parties hereto as additions or modifications to the said system are constructed under the provisions of this Agreement or as deletions are made by agreement of the parties.

1.02 - "Atlanta"

The City of Atlanta, a duly chartered municipal corporation of the State of Georgia, acting through its duly elected official, the Mayor, or his designee, the Commissioner of Environment and Streets or any other City official subsequently so designated by the Mayor in writing to Hapeville.

1.03 - "Hapeville"

The City of Hapeville, a duly chartered municipal corporation of the State of Georgia, acting through its duly elected official, the Mayor, or his designee, the Director of Public Services or any other City official subsequently so designated by the Mayor in writing to Atlanta.

1.04 - "Construction Cost"

Only those costs reasonably allocable to the capital improvement, as hereinafter defined, including, but not limited to (A) the purchase price of any lands for capital improvements, easements, rights-of-way, and expenses incident to the acquisition thereof; (B) fees and expenses of engineers for engineering studies, surveys, estimates, preparation of plans and specifications and the supervision of construction; (C) all amounts paid for materials, equipment, labor, services, insurance, and bonds, under contracts awarded in connection with said capital improvements and modifications, and (D) the cost of supervision of construction by Atlanta employees, legal fees and expenses, cost of independent audits, and any taxes and charges levied or assessed against the undertaking.

1.05 - "Project Cost"

Only those cost reasonably allocated to the capital improvement including, but not limited to, (A) the construction cost as defined in Section 1.04, (B) legal, bond discount, accounting, administration and other fees and expenses reasonably incurred in the issuance and marketing of bonds issued by Atlanta to finance the capital improvement, and (C) interest paid on said bonds.

1.06 - "Commissioner of Environment and Streets"

The Commissioner of Environment and Streets of Atlanta or whoever shall in the future perform those functions relative to this Agreement which are now performed by said Commissioner of Environment and Streets.

1.07 - "Director of Public Services"

The Director of Public Services of Hapeville or whoever shall in the future perform those functions relative to this Agreement which are now performed by said Director of Public Services.

1.08 - "Capital Improvements"

Those additions, replacements or improvements to the Metropolitan Sewer System for the purpose of improving and/or expanding the capacity of said system.

1.09 - "Three Rivers Water Quality Management Program"

A water pollution control project encompassing a system of sewers, waste water pumping stations and water pollution control plants designed to upgrade the waste water treatment processes for the Flint River, South River, and Intrenchment Creek basins to meet federal and state requirements and to channel treated effluents back to the Chattahoochee River as set forth in the Department of Environment and Streets' report titled "Three Rivers Water Quality Management Program", dated January, 1978.

1.10 - "Flint River Effluent Pump Station and Force Main"

That portion of the Three Rivers Water Quality Management Program which consists of the effluent pumping station located at the Flint River Water Pollution Control Plant and the force main to the discharge of the effluent pump station at the South River Water Pollution Control Plant.

1.11 - "South River Force Main"

That portion of the Three Rivers Water Quality Management Program which consists of the force main from the South River Water Pollution Control Plant to the tunnel portal.

1.12 - "Tunnel"

That portion of the Three Rivers Water Quality Management Program which trans-

ports the effluents of the Flint River and South River Water Pollution Control Plants from the South River Force Main to the Chattahoochee River Outfall.

1.13 - "Chattahoochee River Outfall"

That portion of the Three Rivers Water Quality Management Program which transports the effluents of the Flint River and South River Water Pollution Control Plants from the Tunnel into the Chattahoochee River.

1.14 - "Effluent Transmission System"

That portion of the Three Rivers Water Quality Management Program consisting of the Flint River Effluent Pump Station and Force Main, South River Effluent Pump Station, South River Force Main, Tunnel, and Chattahoochee River Outfall.

1.15 - "South River Effluent Pump Station"

That portion of the Three Rivers Water Quality Management Program consisting of the pump station and associated equipment, which pumps the treated effluent from the South River Plant to the South River Force Main.

1.16 - "Net Operating Cost"

Total direct cost and all applicable indirect costs of operating and maintaining the Metropolitan Sewer System. Indirect costs shall be determined in accordance with the then current General Services Administration, Office of Management and Budget, Circular FMC74-4. The capital costs of City of Atlanta water pollution control facilities will not be included in the indirect cost determination. Direct costs are defined as those costs readily traceable to some segment of operation or clearly associated with particular units of product. Direct costs shall include administrative, laboratory and industrial waste monitoring and other costs directly attributable to operation and maintenance of the Metropolitan Sewer System and shall be apportioned to the facilities comprising the system based on the ratios of the flow of each facility to the total flow of the Metropolitan Sewer System.

1.17 - "Operations Review"

A study to evaluate the status of operations, maintenance, and staffing of the Metropolitan Sewer System.

TITLE II

CAPITAL IMPROVEMENTS

2.01 - "Policies"

The parties agree that capital improvements to the Metropolitan Sewer System shall be made from time to time upon a determination that excessive waste loads or flows are imparing the efficient operations of the system or that such improvements are necessary to comply with the regulations or requirements of agencies of the State of Georgia, and/or agencies of the Federal Government, or that improved processes are available and that additions of said processes are necessary or desirable to

provide more efficient and economical operations of the system. The determination of the need for capital improvements in the Metropolitan Sewer System that serves Hapeville shall be the sole responsibility and right of Atlanta and such determination shall be made known to Hapeville within 30 days after the determination of need is made. Said notice shall be accompanied by an Engineering Report outlining alternatives considered and estimates of cost. Any proposed capital improvement to the Metropolitan Sewer System that serves or is contiguous to Hapeville shall be made known to Hapeville 120 days prior to the notice to proceed with the construction of capital improvement, subsequent to the notice of determination of need.

2.02 - "Responsibility for Capital Improvements"

Atlanta has the responsibility for the planning, design, financing, and construction of capital improvements to the Metropolitan Sewer System as provided for in this Agreement. Hapeville agrees to notify Atlanta in writing, within 120 days following written notification by Atlanta of its plans to make capital improvements pursuant to this Agreement, as to the method of financing and payment to be used by Hapeville in paying its share of the cost of the improved and/or expanded capacity resulting from said capital improvement, with said share to be based on the cost of the improvement.

2.03 - "Hapeville's Responsibility to Make Payments for Improved and/or Expanded Capacity"

Hapeville hereby convenants and agrees to pay to Atlanta in lawful money of the United States of America at Atlanta's principal place of business, as indicated in Section 7.11 of this Agreement, an amount equal to its share of the cost of the improved and/or expanded capacity resulting from capital improvements made by Atlanta to those facilities serving Hapeville's flows, with said share to be based on the cost of the improvements. Said payments are to be made in accordance with the provisions of Section 3.05 of this Agreement and are a part of the consideration for the agreement to permit Hapeville to use a portion of the capacity of such facilities and does not confer any title in or to the said facility.

TITLE III

FINANCING

3.01 - "Capital Improvement Cost Allocated to Atlanta"

There shall be allocated to Atlanta all capital improvement cost for improvements to the Metropolitan Sewer System.

3.02 - "Hapeville's Share of Costs for Improved and/or Expanded Capacity"

A. The calculation of Hapeville's share of the cost for existing capacity shall be based on the capital cost of the existing Flint River Plant Service

Area and the South River Plant Service Area, in accordance with the Federal Guidelines - Industrial Cost Recovery Systems as most recently amended as of the date of the agreement and which are hereby made a part of this Agreement by reference, and upon the procedure described in Exhibit B. The cost of this share of the capacity of the existing Flint River Plant and the South River Plant shall be paid in accordance with the provisions of Section 3.05 of this Agreement.

Hapeville has previously purchased the right to use 1/6 if the exiting Flint River Plant and 1/36 of the existing South River Plant under prior agreements with Fulton County and Atlanta. Hapeville agrees to convey and hereby conveys all its rights, title and interest in and to the physical facilities to Atlanta for a sum equal to the percentages owned of the present worth of the existing facilites computed in accordance with the procedures set forth in Exhibit B. Said consideration shall be paid to Hapeville in the form of a one time credit applied against its share of the cost of the total capacity.

B. The calculation of Hapeville's share of the cost of the improved and/or expanded capacity resulting from capital improvements to the South River Plant and the Flint River Plant shall be based on the Federal Guideline - Industrial Cost Recovery Systems, as most recently amended as of this Agreement and the procedure described in Exhibit B. This payment plus Hapeville's prior share payment entitles Hapeville to the right to use that portion of the capacity of the Flint River Plant Service Area and the South River Plant Service Area facilities as set forth in Title IV of this Agreement. Hapeville shall have the option of paying its share of the costs in accordance with Section 3.05 of this Agreement.

C. Hapeville's share of the cost of the effluent transmission facilities capacity shall be based on the ration of Hapeville's average flow to the average design flow of each setment of the transmission facilities. Hapeville shall have the option of paying its share of the costs in accordance with Section 3.05 of this Agreement.

3.03 - "Cost Allocated to Hapeville for Improved and/or Expanded Capacity"

There shall be allocated to Hapeville, based on the provisions of Section 3.02 of this Agreement, Hapeville's pro rata share of the capacity based on the distribution of the capital cost of improvements to the Metropolitan Sewer System, it being understood that Hapeville is under no obligation to pay directly for any obligation except as specifically provided for in this Agreement. Said capital improvement cost is to be determined in accordance with one of the following methods depending on the option chosen by Hapeville pursuant to Section 3.05 of this Agreement.

Capital Improvement cost will be defined as the construction cost as defined in Section 1.04 of this Agreement less any federal and/or state grants-in-aid, if Hapeville secures its own financing, and makes payments in accordance with Section 3.05A of this Agreement.

B. Capital Improvement cost will be defined as project cost as defined in Section 1.05 of this Agreement less any federal and/or state grants-in-aid, if Hapeville chooses for Atlanta to provide the financing and for Hapeville to make a series of level payments in accordance with Section 3.05B of this Agreement.

3.04 - "Financing of Capital Improvements"

The parties have agreed that the cost of capital improvements will be financed from any available federal and/or state grants-in-aid, Water and Sewer Renewal and Extension Funds, and the proceeds of Water and Sewer Revenue Bonds issued by Atlanta subject to the following conditions:

A. The bonds required to finance said capital improvement will be issued in as many series as necessary to meet the funding needs and shall be amortized over a period not to exceed thirty (30) years. A sinking fund reserve will be established from Water and Sewer Revenues in accordance with provisions of the Atlanta Revenue Bond Ordinance authorizing the issuance of Water and Sewer Revenue Bonds.

B. Atlanta will take all steps necessary to secure maximum federal and/or state grants-in-aid available for the capital improvement and will apply all such grants-in-aid payments received to the payment of the cost of capital improvements.

C. Hapeville agrees to take all steps necessary to assist Atlanta to obtain all Federal and State grants-in-aid.

3.05 - "Hapeville's Payment Options"

Hapeville shall select one of the following options for paying its pro rata share of the improved and/or expanded capacity and shall notify Atlanta in writing within 120 days following Atlanta's written notification of its plan to make capital improvements pursuant to this Agreement, as to the option selected. Hapeville agrees that as far as practical, Atlanta will phase the construction of capital improvements and that payments will be made pursuant to the provisions of this section for each phase of construction.

A. Hapeville may secure its own financing and make payment to Atlanta in accordance with one of the following methods:

1. Payment of Hapeville's pro rata share of the cost of the improved and/or expanded capacity resulting from and based on each phase of the capital improvement cost as defined in Section 3.03A of this Agreement within one hundred twenty (120) days of written notification by Atlanta of its

commitment to proceed with the plans of said phase of the capital improvement. The word "Plans" is defined as work for each phase of a project including planning, design and construction.

Hapeville's payment for its pro rata share of cost less any amount needed for cash flow relative to the cost, will be invested in accordance with Atlanta's investment policy. Funds earned from such investment will accrue to Hapeville.

2. Payment of Hapeville's pro rata share of the cost of the improved and/or expanded capacity resulting from capital improvement within one hundred twenty (120) days of written notice by Atlanta of the completion of said phase. Completion being defined as a two (2) stage process with the initial payment occurring at 90% completion and the final payment at 100% completion. Said payments to be based on actual capital improvement cost as defined in Section 3.03A of this Agreement and net capitalized interest on the bonds issued by Atlanta to fund the capital improvement. Net capitalized interest is to be computed from the date of sale of said bonds to the completion date of said phase of the capital improvement, with the term net capitalized interest defined as gross capitalized interest minus any investment income received on said bond proceeds during said time period.

3. Monthly progress payments during the construction period of each phase in an amount sufficient to cover Hapeville's pro rata share of the improved and/or expanded capacity based on the capital improvement cost as defined in Section 3.03A of this Agreement for said phase of the capital improvement made by Atlanta pursuant to this Agreement, the total amount so paid to be determined in accordance with Section 3.02 of this Agreement. Hapeville's monthly payment will be its percentage share as determined by Section 3.02 of this Agreement of the monthly payments made by Atlanta for said improvements, said monthly payment to be due thirty (30) days after written notification by Atlanta that payment is due.

B. Hapeville may elect for Atlanta to finance Hapeville's share of the improved and/or expanded capacity and for Hapeville to make a series of level monthly payments to Atlanta in an amount sufficient to cover Hapeville's pro rata share based on capital improvement cost as defined in Section 3.03B of this Agreement. Said monthly payment to be comprised of Hapeville's pro rata share

of principal and interest of bond issues used to fund the capital improvement times one and one third (1 1/3), representing the debt service coverage required, plus Hapeville's pro rata share based on the capital improvement cost as defined in Section 3.03B of this Agreement in excess of the bond proceeds applied. This sum is to be amortized over thirty (30) years or the remaining term of this contract, whichever is shorter. Said monthly payments are to begin within thirty (30) days of written notification by Atlanta that payments are to commence.

3.06 - "Payments"

Hapeville hereby covenants and agrees to pay Atlanta in lawful money of the United States of America at Atlanta's principal place of business as indicated in Section 7.11 of this Agreement or at such place or places to such person or persons as may be designated from time to time by Atlanta, payments in accordance with Section 3.05 for its pro rata share of the improved and/or expanded capacity based on capital improvement costs as determined by Section 3.03.

3.07 - "Default of Payments"

In the event of default by Hapeville, interest shall accrue on said payment at the prime interest rate per annum from the time it is due until paid. If payment is not made within thirty (30) days of the due date, Atlanta may advise Hapeville in writing that unless payment plus interest is received within an additional thirty (30) days, sewer service will be discontinued.

3.08 - "Adjustment to Capital Improvement Cost"

Within one hundred eighty (180) days of the completion of the capital improvement, Atlanta will employ an independent CPA to certify the actual capital improvement cost. The preliminary payments made by Hapeville based on estimated capital improvement cost shall be recalculated to reflect such actual cost. Any overpayment by Hapeville shall be credited to Hapeville in equal installments over the next succeeding six (6) months period if Hapeville's payment is being made in accordance with Section 3.05B, or shall be refunded in lump sum if Hapeville's payment was made in accordance with Section 3.05A. Any underpayment by Hapeville shall be paid in equal installments over the next succeeding six (6) months period if Hapeville's payment is being made in accordance with Section 3.05B of this Agreement, or shall remit such amount to Atlanta in lump sum if payment was made in accordance with Section 3.05A of this Agreement.

TITLE IV

USAGE OF FACILITIES

4.1 - "Hapeville's Right to Use Treatment Facilities and Transmission Facilities"

Hapeville's pro rata share of the Flint River Plant and South River Plant capacity as determined in Title III of this Agreement will entitle Hapeville to discharge up to the following quantities to the Flint River and the South River Water Pollution Control Plants Treatment Facilities and the effluent transmission system:

		Amount	
		Flint River	South River
Average Daily Flow	MGD	1.20	0.80

4.02 - "Increase in Capacity"

A. Hapeville's percentage of capacity of the Flint River Plant and other portions of the Metropolitan Sewer System established in Section 4.01 of this Agreement may be increased if Hapeville agrees to purchase additional available capacity. If Hapeville's discharge exceeds its capacity for a period of six months, Hapeville shall be required to reduce said discharge to the capacity allowed or to purchase additional capacity in the Flint River Plant and Transmission Facilities within an additional twelve (12) month period.

B. Hapeville's percentage of capacity of the South River Plant and other portions of the Metropolitan Sewer System established in Section 4.01 of this Agreement may be increased if Hapeville agrees to purchase additional available capacity. If Hapeville's discharge exceeds its capacity for a period of six months, Hapeville shall be required to reduce said discharge to the capacity allowed or to purchase additional capacity in the South River Plant and Transmission Facilities within an additional twelve (12) month period.

4.03 - "Payments for Increased Capacity"

In the event Hapeville's capacity is to be increased, the payments due by Hapeville for the increased capacity shall be recalculated as though such increased capacity had originally been established at the commencement of this Agreement; except that all payments which would in that event have been already due and payable by Hapeville on a monthly basis in accordance with Section 3.05B of this Agreement, shall be paid to Atlanta in a lump sum plus interest to be calculated at an average of the bond interest rates of the issues used in the construction of the facility at the time of the establishment of such increased capacity. Hapeville shall have 120 days in which to make such payment.

4.04 - "Excessive Use"

A. If at any time Hapeville requests additional capacity and there is no additional capacity in the Flint River Plant facility to be allocated to Hapeville,

...ville agrees to restrict ...nections to that portion of Ha...ville's sewer system served by Flint River Plant facilities until such time as additional capacity is allocated to Hapeville. Atlanta understands that by committing itself to this alternative that Hapeville may be limiting its alternatives to meet its customers sewage treatment needs in that portion of Hapeville draining naturally to the Atlanta Flint River Plant. Thus, Atlanta agrees to provide additional capacity by construction or expansion when it becomes apparent that the plant capacity allocated to Hapeville is insufficient. Hapeville further agrees to make payments for increased operational expenses to Atlanta for its excess flow for each month that its flow exceeds its allocated capacity in Atlanta's facilities, such payment to be calculated as if Hapeville had purchased additional capacity in the amount of the excess flow.

B. If at any time Hapeville requests additional capacity and there is no additional capacity in the South River Plant facilities to be allocated to Hapeville, Hapeville agrees to restrict connections to that portion of Hapeville's sewer system served by South River Plant facilities until such time as additional capacity is allocated to Hapeville. Atlanta understands that by committing itself to this alternative that Hapeville may be limiting its alternatives to meet its customers sewage treatment needs in that portion of Hapeville draining naturally to the Atlanta South River Plant. Thus, Atlanta agrees to provide additional capacity by construction or expansion when it becomes apparent that the plant capacity allocated to Hapeville is insufficient. Hapeville further agrees to make payments for increased operational expenses to Atlanta for its excess flow for each month that its flow exceeds its allocated capacity in Atlanta's facilities, such payment to be calculated as if Hapeville had purchased additional capacity in the amount of the excess flow.

05 - "Connection to the Metropolitan Sewer System"

Hapeville shall have the right to make or to permit connections to those ...rtions of the Hapeville Sewer System that is tributary to the Metropolitan ...ver System in the Flint River and the South River Plants Service Areas subject the provisions of this Agreement. The maximum total flow contribution from ... such connections to the Flint River Plant and the South River Plant shall be ...ublished in Section 4.01 of this Agreement. In the event that another municipality or county purchases services through Hapeville, Hapeville agrees that will enforce all the terms, conditions, and restrictions of this Agreement ...n such user. Upon request from Atlanta, Hapeville agrees that it will permit ...nta to discharge into the Hapeville System if excess capacity is available, ...he then current sewer use charge, plus the then current industrial surcharge

4.06 - "Regulations for Sewer Connections"

All sanitary sewers which are constructed under this Agreement after execution fo this Agreement and which will be tributary to the Metropolitan Sewer System shall be constructed in accordance with the Atlanta Department of Environment and Streets Sewer Specifications (as they now exist or hereinafter may be amended and made a part hereof by reference) if built for Atlanta; or in accordance with the City Code of Hapeville (as they now exist or hereafter may be amended and made a part hereof by reference) if built for Hapeville; or in accordance with specifications and drawings submitted and approved by the Environmental Protection Division, Department of Natural Resources, State of Georgia or its successor agency.

4.07 - "Charges for Connections"

Hapeville shall have the right to make such charges for connections it makes or permits to be made to its tributaries to the Metropolitan Sewer System under the provisions of Section 4.06 hereof. This right shall include the right to contract with other municipalites and counties for the use of all or a portion of Hapeville's capacity allocated to Hapeville under the terms of this Agreement.

4.08 - "Industrial Discharge Ordinance"

It is agreed by both parties that Section 9-5001, Section 9-5002, Section 9-4005 through Section 9-5011 and Section 9-5015 of Part 9, Chapter 5, Article A. titled "Water Pollution Control" of the Charter and Code, City of Atlanta, Georgia shall govern the discharge of wastewater to the Metropolitan Sewer System and are made a part hereof by reference. Hapeville agrees to adopt such Ordinances and regulations necessary to implement the provisions of this Section and further agrees to remit to Atlanta on a monthly basis all industrial waste surcharge revenue collected pursuant to Section 9-5015 of the Atlanta Code of Ordinances.

TITLE V.

OPERATIONS AND MAINTENANCE

5.01 - "Responsibility for Operations and Maintenance"

Under this Agreement, Atlanta has the responsibility for the operation, maintenance, repair and replacement of all portions of the Metropolitan Sewer System as defined in Exhibit A except those portions of said system owned by Hapeville and others which Hapeville allows to connect to its portion of said system under the provisions of Section 4.05 hereof. The operation, maintenance, repair and replacement of these portions will be the responsibility of Hapeville.

The cost of operation, maintenance, repair and replacement of those portions of the Metropolitan Sewer System which are the responsibility of Atlanta shall be allocated between the parties served thereby in accordance with Section 5.02 hereof. Hapeville shall have no responsibility for the cost of operation, maintenance, repair and replacement of those portions of the Metropolitan Sewer System which provides no service to Hapeville.

5.02 - "Determination of Flows and Proportionate Share of Costs"

Hapeville's portion of net operating costs and system capacity requirements shall be determined by the use of population estimates, metered water consumption or a combination thereof as follows:

a. South River Plant Service Area:

Hapeville's share of the net operating costs of the portions of the Metropolitan Sewer System in the South River Plant Service Area shall be based on the ratio that the water consumption in that part of Hapeville served by each portion of the Metropolitan Sewer System in the South River Plant Service Area served by the Metropolitan Sewer System bears to the total water consumption in each portion of the South River Plant Service Area served by the Metropolitan Sewer System. The water consumption for areas in the South River Plant Service Area served by the Metropolitan Sewer System shall be determined by Atlanta on an annual basis and the water consumption established as of December 31 of each year shall be the basis for operating cost allocation for the succeeding year. In determining the allocation of costs, an allowance shall be made for water consumed but not returned to the sewer system for those metered connections using in excess of fifty thousand (50,000) gallons per day and for those metered connections where less than eighty-five percent of the water consumed is returned to the sewer system provided documentation of the amount of water that is not returned to the sewer system is provided to Atlanta.

b. Flint River Plant Service Area:

Hapeville's share of the net operating costs of the portions of the Metropolitan Sewer System in the Flint River Plant Service Area shall be based on the ratio that the water consumption in that part of Hapeville served by each portion of the Metropolitan Sewer System in the Flint River Plant Service Area bears to the total water consumption in each portion of the Flint River Plant Service Area served by the Metropolitan Sewer System. The water consumption for areas in the Flint River Plant Service Area served by the Metropolitan Sewer System shall be determined by Atlanta on an annual basis and the water consumption established as of December 31 of each year shall be the basis for operating cost allocation for the succeeding year. In determining the allocation of costs, an allowance

...but not returned to the sewer system for those metered connections using in excess of fifty thousand (50,000) gallons per day and for those metered connections where less than eighty-five percent of the water consumed is returned to the sewer system provided documentation of the amount of water that is not returned to the sewer system is provided to Atlanta.

5.03 - "Payment of Net Operating Cost"

Hapeville agrees to pay to Atlanta Hapeville's proportional share of the "Net Operating Costs" of those portions of the Metropolitan Sewer System which are Atlanta's responsibility. The portion of the net operating costs paid by Hapeville shall be based on the ratio Hapeville's flow bears to the total for each facility or portion of the Metropolitan Sewer System. Said costs shall be billed on a monthly basis and shall be payable within thirty (30) days. "Net Operating Costs" is as defined in Section 1.16 of this Agreement.

5.04 - "Operations Review"

It is agreed by Atlanta that an Operations Review to determine the status of the operation, maintenance and personnel needs of the Metropolitan Sewer System, together with the efficiency, management, reliability and cost effectiveness of the operation of the Metropolitan Atlanta Sewer System shall, from time to time, be performed by consultants hired for that purpose. A copy of the results of any Operations Review shall be made available to Hapeville.

5.05 - "Request for Operations Reviews"

Within ninety (90) days from receipt of a request from Hapeville that an operations review be performed, Atlanta agrees to perform an Operations Review through an engineering consultant employed for that purpose, provided, however, that an Operations Review has not been completed within the three years immediately preceding the request.

5.06 - "Cost of Operations Reviews"

The cost of any Operations Review will be considered a cost to the Metropo-itan Sewer System.

5.07 - "Recommendation of Operations Review Not Binding"

It is agreed that the recommendations of an Operations Review are not binding upon Atlanta or Hapeville.

5.08 - "Access to Facilities"

It is agreed that during normal working hours Atlanta shall allow access to any portion of the Metropolitan Sewer System, including records, to officials or employees of Hapeville, or their designated representative, for the purpose of observing the operation of the system, including maintenance, personnel needs, efficiency, management, reliability and cost effectiveness, provided that the visitors are accompanied by an Atlanta employee and reasonable notice of the

scheduled at a time such disruption or hazard is less consequential.

TITLE VI

COMPLIANCE WITH FEDERAL AND STATE REQUIREMENTS

6.01 - "Policy"

Hapeville agrees to adopt, charge, collect and remit fees which are due the State or Federal Government or which the State or Federal Government may require Atlanta to remit; implement accounting procedures; prepare studies and reports and make improvements in a manner which may be prescribed from time to time by Atlanta to implement all applicable rules and regulations of the Georgia Environmental Protection Division or the U. S. Environmental Protection Agency, or their successor agency or agencies. More specifically, regarding the Federal Water Pollution Control Act Amendment of 1972 (PL 92-500) is subsequently amended to allow greater flexibility or compliance less than set forth in Title VI, Hapeville shall not be required to meet standards greater than the Amended Act.

6.02 - "Industrial Waste Monitoring and Control"

The City of Atlanta shall be responsible for industrial waste monitoring and control within that area of Hapeville tributary to the Atlanta Sewerage System in accordance with Section 4.08 of this Agreement.

Atlanta shall notify Hapeville's Director of Public Services when industrial dischargers within Hapeville are to be monitored and Hapeville shall cooperate with Atlanta in the industrial monitoring program.

The full net cost of inspection, sampling, analytical work and related records keeping shall be a cost to the Metropolitan Sewer System.

After one (1) calendar year following the execution of this contract and during any subsequent year, Hapeville may with thirty (30) days notice to the Commissioner of Environment and Streets, assume primary responsibility for industrial waste monitoring and control within their jurisdiction tributary to the City of Atlanta Sewerage System. When such responsibility is assumed, Atlanta shall have the right to monitor industrial dischargers upon notification to Hapeville and Hapeville may request the assistance of Atlanta in the enforcement of current ordinances.

6.03 - "Determination of Industrial Users Obligation"

Hapeville agrees to determine the Total Cost Recovery Payment due from each industrial user in accordance with Section 204 (b) (1) (B) of the Federal Water Pollution Control Act Amendment of 1972 (PL 92-500) as most recently amended. Hapeville agrees to notify each industrial user of this assessment and to provide for an administrative appeal procedure to provide individual users the opportunity to be heard regarding the reasonableness of the allocations and

re-evaluate these costs annually and to recalculate them if necessary.

The above calculations will also be made for any "new" industry to commence on the date use is begun and to continue for the unexpired portion of the Industrial Cost Recovery period.

6.04 - "Letters of Intent and Reserve Capacity Contracts"

Hapeville agrees to obtain letters of intent from significant users ("one that will contribute greater than 10 percent of the design flow or design pollutant loading of the treatment works") to pay their portion of the grant amount and including a statement of the industrial user's intended period of use of the treatment works. Hapeville also agrees to execute reserve capacity contracts with those industrial users who wish to reserve capacity. Such agreements shall not obligate Hapeville to provide capacity in excess of its allowed capacity use.

6.05 - "Collection of Industrial Cost Recovery and Disposition of Funds"

On December 17, 1977, Congress passed an eighteen (18) month moratorium on the collection of Industrial Cost Recovery payments. During this time period, Congress and the Environmental Protection Agency will be analyzing the Industrial Cost Recovery Program to determine its feasibility and whether modifications are needed. Accordingly, the parties to this Agreement have hereby agreed to collect no payments until the end of this moratorium and furthermore to abide by the final regulations to be issued by the Environmental Protection Agency.

6.06 - "Record Keeping and Audit"

Hapeville agrees that it will maintain for the duration of cost recovery period as per 40 CFR 935.15 (d) "Such records as are necessary to document compliance with the grant requirements". Hapeville also agrees that these records will be available to Atlanta and the Environmental Protection Agency for audit purposes.

6.07 - "System Improvements"

Hapeville agrees to make any necessary improvements to that portion of Hapeville's system which are deemed to be necessary to comply with all applicable State and Federal regulations.

TITLE VII

PROVISIONS OF GENERAL APPLICATION

.01 - "Rights Conditioned on Performance"

The right of Hapeville for the continued use of the Metropolitan Sewer System facilities is conditioned upon good faith and substantial compliance by

Hapeville of all of their obligations under this Agreement. Termination shall occur only on willful violation without regard for the terms of this Agreement.

7.02 - "Severability"

It is understood and agreed by and between Hapeville and Atlanta that if any condition or provision contained in this contract is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other condition or provision herein contained; provided, however, that the invalidity of any such condition or provision does not materially prejudice either Atlanta or Hapeville in its respective rights and obligations contained in the remaining valid conditions or provisions of this Agreement.

7.03 - "Waiver"

A failure to initiate action as to any breach shall not be deemed as a waiver of right of action and all uninitiated rights of actions shall be cumulative.

7.04 - "Waiver of Damage"

Hapeville hereby expressly waivers and releases Atlanta from any and all claims for damages arising or resulting from failure or interruption of sewer services provided that such failure or interruption was not occasioned by Atlanta's failure or neglect except as specified in Section 3.07 of this Agreement. In any event, Atlanta shall restore promptly such service when the cause of such a failure or interruption has been removed.

7.05 - "Fire and Extended Insurance Coverage"

It is recognized that so called "fire and extended coverage, flood, vandalism and malicious mischief; insurance must be provided for the facilities of the Metropolitan Sewer System which are Atlanta's responsibility to protect the interest of Atlanta and Hapeville against damage to or destruction of the buildings, systems, equipment, and other improvements, and additions, extension, alterations and modifications thereto or included therein. Accordingly, Atlanta shall obtain a fire and extended coverage, flood, vandalism, and malicious mischief insurance policy, including boiler or pressure vessel explosion coverage and all other coverages reasonably necessary to adequately cover reasonably foreseeable risk, insuring the buildings' systems, equipment and other improvements included in the Metropolitan Sewer System, and all additions, extensions, alterations and modification thereto in an amount equal to at least ninety (90) percent of the full replacement value thereof, as such value shall be determined by Atlanta. The cost of such coverage is to be allocated as an Operation and Maintenance Cost.

A. Repair and Rebuil ig. In the event of damage or destruction by fire or other casualty of the facilities of the Metropolitan Sewer System which is Atlanta's responsibiiity, Atlanta shall with reasonable diligence and dispatch repair or rebuild said premises so as to restore them, as nearly as possible, to the condition which existed immediately prior to the damage or destruction, subject to such modifications as may be agreed upon between Atlanta and Hapeville.

B. Use of Insurance Proceeds. Any repair or rebuilding required hereunder shall be paid for with the proceeds of the insurance required under Section 7.05 of this Agreement.

7.07 - "Incorporation of Exhibits"

All exhibits referred to herein, provisions of other agreements or documents, appendices, exhibits or schedules which may, from time to time, be referred to herein or in any duly executed agreement hereto are and shall be by such reference incorporated herein and shall be deemed a part of this Agreement as fully as if set forth herein; provided, however, if any conflict exist between any such agreements or documents, appendices, exhibits or schedules and any provision of this Agreement, the provision of this Agreement shall prevail.

7.08 - "Personal Liability"

No elected official, director, officer or employee of either party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or because of any breach thereof or because of its or their execution or attempted execution thereof.

.09 - "Time of Essence"

Time is expressed to be of the essence of this Agreement.

10 - "Headings"

The headings contained herein, including the Table of Contents are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

.1 - "Notices"

All notices, consents, payments, and approvals to be given hereunder shall be writing and signed by a duly authorized representative of the party by or on whose alf they are given and shall be deemed given when deposited in the United States by addressee, postage prepaid, certified or registered, addressed as follows to such other address as from time to time may be designated by either party ritten notice to the other party).

City of Atlanta
Department of Environment and Streets
301 City Hall
Atlanta, Georgia 30303
Attention: Commissioner of Environment and Streets

B. City of Hapeville
Department of Public Services
Post Office 82311
Hapeville, Georgia 30354
Attention: Public Services

7.12 - "Terms of Agreement"

This Agreement shall be in effect on the date of execution and shall continue in effect for fifty (50) years. At the termination of this Agreement, Hapeville, with the consent of Atlanta expressed by resolution or ordinance, shall have the option of extending this contract for 20 additional years on the same terms. At the end of the contract period, Hapeville is to be paid the value of the undepreciated portion of the facility attributed to them.

7.13 - "Previous Agreements"

It is agreed between Atlanta and Hapeville that upon execution of this Agreement, all previous agreements between Atlanta and Hapeville relating to the Metropolitan Sewer System shall be terminated.

7.14 - "Number of Copies Executed"

It is agreed between Atlanta and Hapeville that this Agreement will be executed in an original and three (3) copies.

IN WITNESS WHEREOF, the duly authorized officials of Atlanta and of Hapeville have respectively caused the name of Atlanta and the name of Hapeville and the seals of said municipal corporations and the signatures of their duly authorized executive officers to be affixed hereto on this 28 day of December 1979.

ATTEST:

Jessy C Brandon
Clerk of Council

CITY OF ATLANTA

Maynard Jackson
BY: Mayor (SEAL)

APPROVED:

Commissioner of Environment and Streets

RECOMMENDED:

BY: Chief Administrative Officer (SEAL)

APPROVED AS TO FORM:

Associate City Attorney

ATTEST:

Robert A. Forgay
Clerk of Council

CITY OF HAPEVILLE

BY: Mayor (SEAL)

APPROVED:

Director of Public Services

APPROVED AS TO FORM:

City Attorney

GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, we recommend reporting this to the Department of Community Affairs.

COUNTY: FULTON COUNTY	**Service: Water Supply and Distribution**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):**Type Name of the single Government, Authority or Organization Here**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of the single Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

e.) ☒ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **Fulton County provides water services on a retail basis to its customers located in Johns Creek, Alpharetta, Milton, and parts of Roswell. Fulton County also provides water on a wholesale basis to part of Roswell, as depicted in the attached customer or service boundary map.**

Atlanta provides water services on a retail basis to its customers within Atlanta, Sandy Springs, Chattahoochee Hills, unincorporated Fulton County, Fort McPherson and Hartsfield-Jackson Atlanta International Airport. Atlanta also provides water on a wholesale basis to Hapeville, Fairburn, and Union City; as futher depicted in the attached customer or service boundary maps. However, no IGA currently exist between Atlanta and Union City, or Atlanta and Fairburn as to the provisions of service. Therefore, Atlanta, Union City, and Faiburn agee that: (1) neither Union City nor Fairburn is legally obligated to accept water from Atlanta and may obtain water services from water providers other than Atlanta; and (2) Atlanta is not legally obligated to provide water to Union City or Fairburn.

East Point provides water on a wholesale basis to College Park.

Clayton County provides water service on a retail basis to a single subdivision in South Fulton and bills those customers for sewer on the County's behalf.

Roswell provides water on a retail basis to its customers located within its municipal boundaries that are not served by Fulton County, as further depicted in the attached customer service maps.

College Park, Fairburn, Hapeville, East Point, Mountain Park, Palmetto, and Union City each provide water services on a retail basis to their respective customers located within their respective municipal boundaries, as further depicted in the attached customer or service boundary maps. Palmetto also purchases water from Coweta County.

The Cobb-Marietta Water Authority provide water service on a wholesale basis to Mountain Park.

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County	User Fees, Enterprise Funds, Grants
Atlanta	User Fees, Enterprise Funds, Grants
College Park	User Fees, Enterprise Funds, Grants
East Point	User Fees, Enterprise Funds, Grants
Fairburn	User Fees, Enterprise Funds, Grants
Roswell	User Fees, Enterprise Funds, Grants

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

More cities added to the SDS submission form last documents

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Milton Agreement	Milton and Fulton County	12/03/12 - 50 years
Hapeville Agreement	Hapeville and City of Atlanta	02/27/95 - 12/31/51
Roswell IGA	Roswell and Fulton County	11/05/25 - End
Johns Creek IGA	Johns Creek and Fulton County	11/14/06 - End
Hapeville IGA	List Contracting Parties Here	02/09/26 - 01/01/28
Roswell Agreement	List Contracting Parties Here	06/18/25 - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

Provide Details Here

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

SUPPLEMENTAL PAGE TO FORM 2 – Wastewater Supply & Distribution

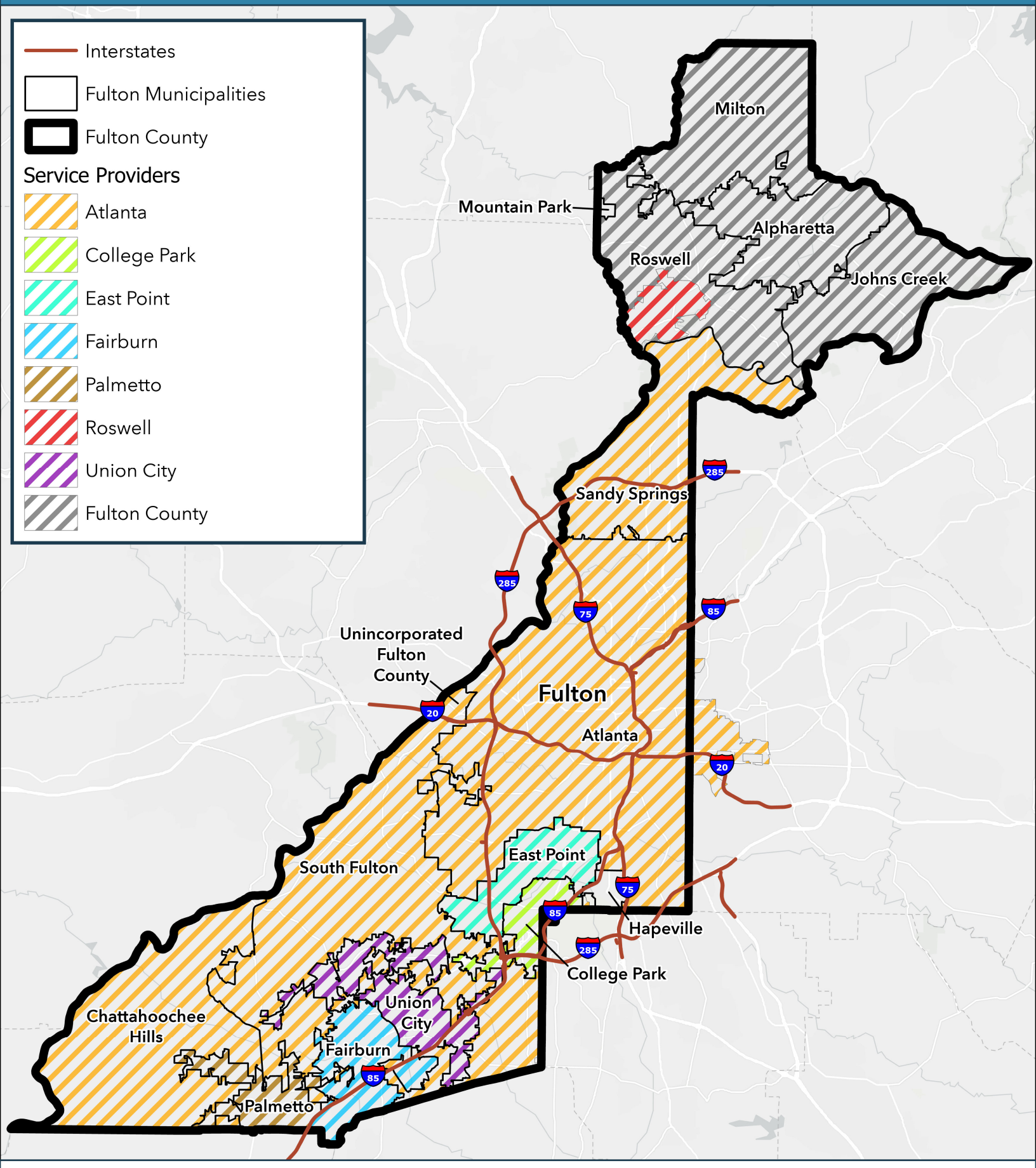
Local Government or Authority Continued:

Local Government or Authority	Funding Method
Hapeville	User Fees, Enterprise Funds, Grants
Palmetto	User Fees, Enterprise Funds, Grants
Union City	User Fees, Enterprise Funds, Grants
Mountain Park	User Fees, Enterprise Funds, Grants

Agreements Continued:

Agreement Name	Contracting Parties	Effective and Ending Dates
Union City IGA	Union City and Atlanta	03/22/68 – 30 years

Fulton County - SDS 2026 Water Supply and Distribution Service Map



INTERGOVERNMENTAL AGREEMENT FOR PROVISION OF WATER AND WASTEWATER SERVICES BETWEEN FULTON COUNTY, GEORGIA AND THE CITY OF MILTON

Date Passed December 6th, 2006

Contract Number
06 – 11 - 01

INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF WATER AND WASTEWATER SERVICES
between
FULTON COUNTY, GEORGIA AND
THE CITY OF MILTON, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT, by and between Fulton County, Georgia ("County") and the city of Milton, Georgia ("City") entered into this 6th day of ~~November~~ December, 2006.

WHEREAS, the City of Milton was created by act of the State of Georgia General Assembly in 2006, which was ratified by its citizens by referendum to create an effective date for the new city of December, 2006; and

WHEREAS, as provided by O.C.G.A. § 36-70-20, et seq., Fulton County provides water and wastewater distribution, collection and treatment services for various municipalities in the County pursuant to a Service Delivery Strategy Agreement, as certified by the Georgia Department of Community Affairs on October 31, 2005, among and between the County and various municipalities located therein; and

WHEREAS, Fulton County has provided water and wastewater distribution, collection and treatment services to residents of Milton, through its facilities as maintained and improved over time, for many decades pursuant to various agreements, including the Service Delivery Agreement; and

WHEREAS, the creation of the City of Milton, as a new municipality created within Fulton County, requires the County and Milton to enter into an agreement as to the provision of water and wastewater services within the new municipal boundaries of Milton pursuant to the processes and procedures of the Service Delivery Strategy Act ("Act"), O. C. G. A. § 36-70-20, et seq.; and

WHEREAS, pursuant to the Act, the Service Delivery Agreement between Fulton County and the municipalities within its jurisdiction must be amended to provide for the addition of Milton, and, specifically, the provision of water and wastewater services by the County to residents of Milton; and

WHEREAS, because an amendment to the current Service Delivery Agreement cannot be completed by the creation date of the City of Milton on December 1, 2006, the parties desire to enter into an intergovernmental agreement governing the continuation of the provision of water and wastewater services by the County to residents of Milton until such time that the Service Delivery Agreement is duly amended to account for such services.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

Section 1. The County will provide water and wastewater collection and treatment services to the residents of Milton as are currently recorded as customers of the County or as may become customers of the County, pursuant to the terms of the Service Delivery Agreement as certified by the Georgia Department of Community Affairs on October 31, 2005, and until such time as the terms of the provision of water and wastewater services is formally agreed upon by the parties and incorporated into a duly adopted amendment to the current Service Delivery Strategy Agreement or other agreement, if such other agreement is deemed appropriate and necessary. Until such time as such an agreement is effective, the following shall apply to the provision of water and wastewater services to Milton in addition to the terms of the current Service Delivery Agreement:

1.1 The level of service to Milton residents will be provided as is set forth in the current Service Delivery Strategy Agreement.

1.2. The rate structure for Milton, will be established at the level set as of the date of this Agreement or as amended by Fulton County Board of Commissioners.

Section 2. The City of Milton will comply with the Metro North Georgia Water Planning District Model Stormwater Ordinance and the County's Water and Sewer Construction and Development Standards and any amendments thereof.

Section 3. Future Agreement. The parties agree to cooperate fully to reach an agreement for the provision of water and wastewater services by the County to Milton's citizens within the municipal boundaries of Milton, pursuant to the Service Delivery Strategy Act, O.C.G.A. § 36-70-20, et seq. for the purpose of amending the current Service Delivery Agreement between Fulton County and all municipalities within its jurisdiction to include the City of Milton and the water and wastewater services agreement or such other agreement as may be deemed appropriate and necessary. All efforts will be made to reach an agreement as soon as practical and without undue delay, understanding that the need for such an agreement is critical to both parties and for the proper function of intergovernmental relations between the County and the City of Milton.

IN WITNESS WHEREOF, the City and County have executed this Amendment through their duly authorized officers on the day and year first above written.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

FULTON COUNTY, GEORGIA

ATTEST:

Karen Handel
Chair
Fulton County Board of Commissioners

Mark Massey
Clerk **SEAL**
Fulton County Board of Commissioners

ITEM # 06-1238 RM 12/6/06
REGULAR MEETING

Approved as to Form:

Overtis Hicks Brantley
Fulton County Attorney

Tom Andrews
Fulton County Manager

CITY OF MILTON, GEORGIA

Mayor

Municipal Clerk **(SEAL)**

Approved as to Form:

Mark E. Scott
City Attorney

Aaron Bovos
City Manager

FULTON COUNTY

THOMAS C. ANDREWS
County Manager

141 Pryor Street, SW
Suite 10061
Atlanta, Georgia 30303
Tel: 404-730-8335
Fax: 404-730-8341

December 14, 2006

Mr. Aaron Bovos
City Manager
City of Milton
115 Perimeter Center Place, NE
Suite 785
Atlanta, Georgia 30346

Dear Mr. Bovos:

Pursuant to your request, enclosed please find two (2) fully executed copies each of the Intergovernmental Agreements (IGAs) between Fulton County and the City of Milton for the following services:

Provision of 911 Communications Services
Animal Control Services
Provision of Water and Wastewater Services

Please let me know if you have any question concerning the provisions of the IGAs.

Sincerely,

Thomas C. Andrews
County Manager

cc: O.V. Brantley

WATER SUPPLY AGREEMENT

This Interjurisdictional Water Supply Agreement (as may be amended from time to time, the "Agreement"), made and entered into this 1st day of January, 2021, by and between the City of Atlanta, a municipal corporation of said State of Georgia and Fulton County ("Atlanta"), and the City of Hapeville, a municipal corporation of said State and Fulton County ("Hapeville") (from time to time, individually referred to as "Party", and collectively referred to as "Parties").

WITNESSETH:

WHEREAS, Hapeville, entered into a contract with Atlanta to obtain and pay for water from February 27, 1995 through December 31, 2020; and

WHEREAS, Atlanta is willing to continue to provide water service to Hapeville based on the projections of the Atlanta Regional Commission (ARC) Regional Water Resource Management Plan, and the Department of Watershed Management 2019 Water Master Plan at a maximum rate of 2 million gallons per day (mgd).

WHEREAS, Atlanta has evaluated the ability of the Department of Watershed Management to furnish the expected maximum usage of 2 million gallons per day in 2021 in the southern section of the distribution system, and has determined that this expected demand may be met without adversely affecting water service to Atlanta's customers; and

WHEREAS, by ordinance adopted by the Council of the City of Atlanta on May 3, 2021, and approved per City Charter Section 2-403 on May 12, 2021, the Department of Watershed Management was authorized to continue to furnish water services to Hapeville until December 31, 2051, a copy of said ordinance being attached hereto as Exhibit A, and made a part hereof by reference.

WHEREAS, by resolution adopted by the Council of the City of Hapeville on March 2, 2021, and approved by the Mayor on March 2, 2021, Hapeville was authorized to enter into this Agreement with Atlanta, a copy of said resolution is attached hereto as Exhibit D.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein, the Parties hereto agree as follows:

SUPPLY

1.

Atlanta agrees to sell and deliver to Hapeville, at the meters set forth on Exhibit B attached hereto, and Hapeville agrees to purchase and to take at such meter delivery points, water required by Hapeville during the term of this Agreement for its own use and distribution to the customers served by Hapeville, through its water distribution system in the City of Hapeville, at the rate of up to 2 MGD. In no event will Atlanta be responsible for the condition or operation of Hapeville's water distribution system in the City of Hapeville. In no event will Atlanta be obligated to deliver water to Hapeville at a higher rate of delivery, or in a greater amount, than as provided in this Agreement, unless this Agreement is amended by written amendment appropriately authorized and executed by both Parties. This provision does not preclude Hapeville from purchasing water from any other source or providing water from its own sources during the term of this Agreement.

PAYMENT REQUIREMENTS

2.

(a) Atlanta will remit a monthly bill to Hapeville. Hapeville must pay Atlanta, within thirty (30) days of the date of such bill, for all water actually furnished, in accordance with Atlanta's standard wholesale water prices, subject to increase, as set forth on Exhibit C attached hereto. Atlanta may unilaterally adjust or adopt new and different wholesale prices from time to time, in its sole discretion. Any newly adopted wholesale prices will be effective

thirty (30) days after Hapeville receives notice of those new prices from Atlanta. Atlanta will use commercially reasonable efforts to promptly notify Hapeville of any changes in its schedule of wholesale water prices. In the event of default in any payment by Hapeville, interest on said payment shall accrue from the date such payment is due at the rate of seven percent (7%) per annum until paid. In the event Hapeville decides to change water suppliers, it will give Atlanta one hundred eighty (180) days' notice, prior to the change.

(b) On a monthly basis, during the term of this Agreement, the meters existing and furnishing water to Hapeville by Atlanta will be jointly read by authorized representatives of Atlanta and Hapeville at a mutually agreeable time. If Hapeville fails to have its representative or representatives present at the agreed upon time, then the reading of the meter made by a representative or representatives of Atlanta will be deemed final, conclusive and binding upon Hapeville.

(c) Based on the monthly meter readings, Atlanta will remit to Hapeville a monthly bill for the water furnished to Hapeville by Atlanta during the preceding calendar month, and Hapeville must pay such monthly bill within thirty (30) days of the date of such bill. If Hapeville fails to pay such bill, within the thirty (30) day time period, Atlanta may, five (5) days after such failure, discontinue the water service provided under this Agreement, in addition to exercising any other rights Atlanta may have hereunder, at law or in equity. Failure of Atlanta to exercise its rights hereunder shall not constitute a waiver of such rights.

(d) Hapeville must pay Atlanta's then current standard meter charge, as adopted or adjusted by Atlanta, in its sole discretion, for the installation of any meters during the term of this Agreement.

(e) Hapeville must pay the cost of, and obtain, flow meters with high-speed pick-up to replace any present and future meters, when determined to be necessary or desirable by Atlanta. When determined to be necessary, or when requested by Hapeville, Atlanta will

provide exact specifications of flow meters with high-speed pick-up to replace any present and future meters, and will install, maintain and pay circuit charges for such meters when obtained and furnished by Hapeville. Atlanta will furnish periodic reports to Hapeville detailing its daily activity in fulfillment of this provision and will also furnish a monthly summary to Hapeville of those activities. Within one hundred eighty (180) days of receipt from Atlanta of exact specifications for any meters, Hapeville agrees to make those meters available for installation by Atlanta.

(f) Title to all meters, valves, pipes and other water services infrastructures installed pursuant to this Agreement to facilitate the provision of water to Hapeville is vested in Atlanta, will remain the property of Atlanta and will be maintained by Atlanta. Hapeville will have the right to inspect all such meters, valves, pipes and other water services infrastructures at all reasonable times upon prior arrangements with Atlanta. Notwithstanding the foregoing, Hapeville shall not tamper with or open such Atlanta meters, valves, pipes and other water services infrastructures.

(g) If any meter for any period of time fails to function properly and, as a result, fails to accurately measure the water passing through it, then the charges due under this Agreement concerning water that has passed through that meter will be computed on the average daily consumption shown by the meter when properly functioning for the most recent monthly billing cycle.

TERM; RENEWALS

3.

The initial term of this Agreement will be thirty (30) years, beginning on its effective date, unless earlier terminated as provided for in this Agreement. Atlanta may renew this Agreement, at its sole discretion, under the same terms and conditions, for two (2) consecutive periods of ten (10) years each (each an "Option Period" and collectively "Option Periods").

Atlanta may exercise any Option Period to renew this Agreement by delivering written notice of its intent to renew ninety (90) days prior to the expiration date of the then current term of this Agreement; provided, however, that no such renewal will be effective until appropriate legislation, if required by Atlanta ordinance, is enacted by Atlanta's city council and approved by Atlanta's Mayor, approving such renewal and Hapeville provides Atlanta appropriate documentation evidencing Hapeville's authority to be bound by this Agreement during the Option Period.

AUTHORIZED REPRESENTATIVES

4.

(a) Atlanta will designate at least one individual to serve as its representative ("Atlanta's Representative") in all dealings with Hapeville. The initial Atlanta's Representative will be Commissioner of the City's Department of Watershed Management.

(b) Hapeville will designate at least one individual to serve as its representative ("Hapeville's Representative") in all dealings with Atlanta. The initial Hapeville's Representative will be Hapeville's Community Services Director.

(c) Representatives may change at any time, from time to time, upon prior written notice to the other Party.

TERMINATION BY CITY

5.

(a) It shall be a default if, after receiving written notice from the other Party that it is failing to perform its obligations under this Contract and failing to cure within ten (10) days of receipt of such notice, either Party fails to perform its obligations under this Contract. Upon such default, City or Authority may terminate this Contract by giving thirty (30) days prior written notice that the other Party is in default of the performance of its obligations under this Contract.

(b) This Agreement will immediately terminate, without the requirement of any action on Atlanta's part, if Hapeville:

(i) voluntarily consents to an order for relief by filing a petition for relief under the laws of the United States codified as Title 11 of the United States Code;

(ii) seeks, consents to or does not contest the appointment of a receiver, custodian or trustee for itself or for all or any part of its property;

(iii) files a petition seeking relief under the bankruptcy, arrangement, reorganization or other debtor relief laws of any state or other competent jurisdiction;

(iv) gives notice to any governmental body of insolvency or pending insolvency, or suspends operations;

(v) becomes insolvent as that term is defined under applicable bankruptcy, fraudulent transfer or conveyance laws; or

(vi) makes an assignment for the benefit of creditors or takes any other similar action for the protection or benefit of creditors.

CONNECTIONS

6.

In order to insure the above described supply of water and to provide for an accurate measure of water used;

(a) Atlanta shall continue to furnish to Hapeville, through five (5) existing 6-inch meters, at locations described on Exhibit B.

(b) Service through additional meters may be furnished only if mutually agreed upon by both Parties and by amendment of this Agreement.

(c) Hapeville may, in a manner not intrusive on Atlanta's ability to properly administer the system, and at its own expense, take its own reading from all meters, either manually or electronically. Hapeville agrees it will not tamper or interfere with, repair or compromise the meters or system in anyway.

(d) Upon request by Hapeville, one or more of the metered connections may be discontinued to no longer supply water to Hapeville through such discontinued meter. Hapeville shall provide Atlanta with at least 24 hours' notice of any such request.

REGULATORY COMPLIANCE

7.

It is mutually understood and agreed that the terms of this Agreement are subject to applicable federal and state laws, rules and regulations of regulatory agencies having purview over the subject matter hereof. Hapeville must comply with and enforce the Georgia Rules for Safe Drinking Water and all federal, state, and local rules (Atlanta's local rules is specifically included in all references to "local rules"), acts, laws, ordinances, regulations and any other laws, acts and regulations which require suppliers of water to insure that no connections with unapproved water sources or cross-connections with nonpotable systems are made to the public water system. In order to protect the public water system, by containment, Hapeville shall comply with and enforce any federal, state or local cross-connection control/backflow prevention program in its distribution system(s). The installation of all backflow-prevention

devices shall be in accordance with all applicable federal, state and local plumbing codes. Hapeville agrees that it will allow Atlanta full and complete access to these systems.

Upon request by Atlanta, Hapeville shall agree to adopt any such laws, policies or changes made necessary to comply with existing or future federal or state laws that apply to the sale, purchase, supply and treatment of water.

EMERGENCY

8.

If Hapeville is confronted by an emergency and it needs and desires delivery of water at a higher rate of delivery, or in a greater quantity than specified in this Agreement, Hapeville may notify Atlanta in writing of such need. Atlanta, in its sole discretion, may then, on a temporary basis, delivery water to Hapeville at a higher rate of delivery, or in greater quantity than specified in this Agreement, for a period of time and to the extent determined by Atlanta.

9.

If Atlanta is confronted by any emergency, event or stoppage over which Atlanta has no reasonable control, both Parties agree that this Agreement does not obligate Atlanta to guarantee continuity of water service, or the delivery of any specific quantity of water.

10.

If Atlanta, in its sole discretion, institutes rationing of water, Hapeville shall be entitled to its pro-rata share of water available on a wholesale basis.

11.

Atlanta shall use reasonable diligence and care to provide a regular and uninterrupted supply of water to Hapeville, and to avoid any shortage or interruption of delivery thereof. Atlanta shall not be liable for any failure, interruption, or shortage of water, or any loss or damage resulting therefrom.

FORCE MAJEURE

12.

Atlanta and Hapeville, as applicable, will not be liable for their respective non-negligent or non-willful failure to perform under this Agreement or for any delay in performance or non-performance due to:

(a) any cause beyond its respective reasonable control;

(b) the inability of Atlanta to process potable water in compliance with governmental requirements or this Agreement as a result of any cause beyond its control or the design or operational capabilities of any facility of Atlanta involved in supplying water to Hapeville;

(c) any act of God, including without limitation, hurricane, earthquake, flood, or tornado;

(d) any change in applicable governmental requirements rendering the performance of any portion of this Agreement commercially unreasonable or legally impossible;

(e) fire;

(f) explosion;

(g) strike or labor dispute;

(h) any shortage or disruption of or inability to obtain labor, material, facilities, power, fuel or transportation from usual sources;

(i) delay or failure to act of any governmental or military authority;

(j) any war, hostility or invasion;

(k) any embargo, sabotage, civil disturbance, riot or insurrection;

(l) the discovery of any unforeseen physical condition at any facility of Atlanta involved in supplying water to Hapeville; or

(m) any legal proceeding not involving the performance of each Party to the other of its obligations under this Agreement (each, a "Force Majeure").

PRIOR CONTRACTS SUPERSEDED

13.

This Agreement constitutes the full, complete and entire Agreement between the Parties and supersedes any prior understandings or written or oral contracts between the Parties respecting the subject matter of this Agreement.

MODIFICATIONS

14.

No modification or amendment of this Agreement, except for Rate increases, shall be binding unless such modification or amendment shall be in writing and signed by both Parties. No such modification or amendment of this Agreement shall be binding upon Atlanta, and Atlanta shall incur no liability with respect to such purported modification or amendment, unless the same has been authorized by the Council, and approved by the Mayor of the City of Atlanta.

15.

LIMITATION OF LIABILITY

Atlanta will use reasonable diligence and care to provide a regular and uninterrupted supply of water to Hapeville, and to avoid any shortage or interruption of delivery of water to Hapeville. Atlanta will not be liable for any failure, interruption, or shortage of water, or any loss or damage resulting from such an event, to the extent occasioned by any cause constituting a Force Majeure.

GOVERNING LAW

16.

This Agreement will be construed under Georgia law. Hapeville and Atlanta agree that jurisdiction and venue for any action brought with respect to this Agreement will be in Fulton County, Georgia.

GRATUITIES OR KICKBACKS

17.

This Agreement may be terminated if Hapeville, or any other representative of Hapeville, gave or agreed to give, any employee or former employee of Atlanta a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal for a contract or subcontract.

CONTINGENT FEES

18.

Hapeville warrants that it has not employed or retained any company or person, other than a bona fide employee working for Hapeville, to solicit or secure this Agreement; and that Hapeville has not paid or agreed to pay any company, association, corporation, firm or person, other than a bona fide employee or firm or legal counsel working for Hapeville, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this warranty,

Atlanta may terminate this Agreement and, at its sole discretion, may deduct from any amounts owing to Hapeville, or otherwise recover the full amount of any fee, commission, percentage, gift or consideration.

WAIVER

19.

The failure of Atlanta to seek redress for any violation of, or to insist upon the strict performance of, any term of this Agreement will not prevent a subsequent violation of this Agreement from being actionable by Atlanta. The provision in this Agreement of any particular remedy will not preclude Atlanta from any other remedy.

INTERPRETATION NOT AFFECTED

20.

The organization of this Agreement into articles, sections, paragraphs and subparagraphs, a table of contents and the use of headings and subheadings are for convenience and reference only and will not modify or affect the meaning, interpretation, construction or effect of this Agreement, nor the rights, obligations and liabilities of the parties under this Agreement.

LEGAL CONSTRUCTION

21.

If any provision contained in this Agreement is held to be invalid, illegal or unenforceable, that invalidity, illegality or unenforceability will not affect any other provision of this Agreement and this Agreement will be construed as if the invalid, illegal or unenforceable provision had never been contained in this Agreement.

PARTIES BOUND

22.

This Agreement shall not become binding upon Atlanta, and Atlanta shall incur no liability thereupon, until it has been executed by the Atlanta Mayor and Hapeville.

COUNTERPARTS

23.

This Agreement may be executed in one or more counterparts, each of which will constitute an original, and all of which together will constitute one and the same instrument.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, the Parties hereto, acting by and through their duly constituted offices, have hereunto set their hands and seals as of the date first above written.

CITY OF ATLANTA

Approved as to form:

By: _____

CITY ATTORNEY

By: _____

Keisha Lance Bottoms
MAYOR

By: _____

Foris Webb III
MUNICIPAL CLERK

CITY OF HAPEVILLE

_____

MAYOR

Approved By:

_____

COMMISSIONER

Approved as to form:

_____

CITY ATTORNEY

EXHIBIT A

ATLANTA AUTHORIZING LEGISLATION

CITY COUNCIL
ATLANTA, GEORGIA

21-O-0189

AN ORDINANCE BY CITY UTILITIES COMMITTEE AUTHORIZING THE MAYOR OR HER DESIGNEE, TO EXECUTE AN INTERJURISDICTIONAL AGREEMENT WITH THE CITY OF HAPEVILLE, ON BEHALF OF THE DEPARTMENT OF WATERSHED MANAGEMENT, TO CONTINUE THE SUPPLY OF WATER SERVICE TO THE CITY OF HAPEVILLE, GA FOR A TERM OF THIRTY (30) YEARS, EFFECTIVE JANUARY 1, 2021 THROUGH DECEMBER 31, 2051 WITH TWO (2) TEN (10) YEAR RENEWAL OPTION PERIODS; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta Department of Watershed Management ("Department") is a regional water utility that provides water service to neighboring cities and counties on a wholesale basis; and

WHEREAS, the Department has consistently supplied water service to the City of Hapeville for more than 75 years; and

WHEREAS, the existing contract with the City of Hapeville expired on December 31, 2020; and

WHEREAS, the Department, on behalf of the City, desires to continue to provide long-term water service to the City of Hapeville for a term of thirty (30) years, effective January 1, 2021 through December 31, 2051 with two (2) ten (10) year renewal option periods; and

WHEREAS, the Department is committed to providing quality water service and the City of Hapeville has agreed to pay for those services in accordance with terms and conditions to be agreed between the City and the City of Hapeville.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS, as follows:

SECTION 1: That the Mayor or her designee is authorized to execute an interjurisdictional agreement with the City of Hapeville for long term water service to the City of Hapeville, on behalf of the Department of Watershed Management, for a term of thirty (30) years, effective January 1, 2021 through December 31, 2051 with two (2) ten (10) year renewal option periods, in substantially the same form as the agreement attached as "Exhibit A".

SECTION 2: That the Commissioner of the Department, in consultation with the City Attorney, is directed to prepare all appropriate documents for execution by the Mayor or her designee.

SECTION 3: That the agreement will not become binding on the City and the City will incur no obligation or liability under it, until it has been approved as to form by the City Attorney, executed by the Mayor or her designee, attested to by the Municipal Clerk and delivered to the City of Hapeville.

SECTION 4: That all ordinances in conflict with this ordinance are waived to the extent of any conflict.

A true copy,

Forrest Webb III
Municipal Clerk

ADOPTED by the Atlanta City Council **MAY 03, 2021**
APPROVED per City Charter Section 2-403 **MAY 12, 2021**

EXHIBIT B

METER LOCATIONS

1. 881 North Central Avenue SW – six inch (6") meter
2. 3710 Union Avenue SW – six inch (6") meter
3. 524 South Central Avenue SW – six inch (6") meter
4. 3001 Metropolitan Pkwy SW – six inch (6") meter
5. 200 Mt. Zion Road – six inch (6") meter

EXHIBIT C

WHOLESALE WATER PRICES

Year	Price*
2021	$3.70
2022	$4.40
2023	$5.01

*Per hundred cubic feet for water actually used.

Note: The wholesale water price will increase per the escalator set forth above, with each increase to take effect on January 1st of each listed calendar year.

EXHIBIT D

HAPEVILLE AUTHORIZING LEGISLATION

RESOLUTION 2021- 03

RESOLUTION AUTHORIZING A WATER SUPPLY AGREEMENT

WHEREAS, the Mayor and Council of the City of Hapeville shall enter into an agreement with the City of Atlanta for furnishing water services to the City of Hapeville and,

WHEREAS, the City of Atlanta agrees to sell and deliver to Hapeville water at the rate up to 2 MGD.

NOW, THEREFORE, THE MAYOR AND COUNCIL of the City of Hapeville, HEREBY RESOLVES that this Resolution be adopted.

IN WITNESS WHEREOF, this Resolution has been duly adopted by the Mayor and Council of the City of Hapeville, Georgia on March 2, 2021.

By: _____
Alan Hallman, Mayor

Attest: _____
Crystal Griggs-Epps , City Clerk

Approved as to form: _____
Priya Patel, City Attorney

Fulton County Public Works
141 Pryor St.
Suite 6001
Atlanta, GA GA 30303



9214 8902 9562 6590 1615 3104 37

Director Administrator
Department of EnviromentalPublic Works
38 Hill Street, suite 235
Roswell GA 30075

INTERGOVERNMENTAL AGREEMENT FOR WATER SERVICE AND SEWER BILLING BETWEEN THE CITY OF ROSWELL AND FULTON COUNTY

This INTERGOVERNMENTAL AGREEMENT ("Agreement') between the CITY OF ROSWELL, a municipal corporation of the State of Georgia ("Roswell"), and FULTON COUNTY, GEORGIA, a political subdivision of the State of Georgia ("Fulton") (Roswell and Fulton are individually each referred to as a "Party" and collectively referred to as the "Parties"), is effective as of the date the last Party executes the Agreement.

WHEREAS, each of the Parties hereto is a governmental entity of the State of Georgia, having the legal authority and obligation to organize, maintain, and operate systems of water distribution in its respective jurisdiction to serve its citizens; and

WHEREAS, Fulton is a party to the Atlanta Fulton County Water Resources Commission, a joint venture with the City of Atlanta, which owns and operates the Tom Lowe Water Treatment Plant ("Tom Lowe WTP"); and

WHEREAS, the terms of this Agreement are intended to address the long-term Parties' needs related to water management; and

WHEREAS, the Parties wish to set terms and conditions and to create procedures for the current and future supply of water to Roswell's Water Service Area through interconnections between the two public water systems; and

WHEREAS, the Parties also wish to be able to provide emergency water supplies through these interconnections and establish the terms and conditions under which the systems can be physically connected and water made available to each other in times of emergency; and

WHEREAS, Roswell has a computerized billing system in operation in Roswell's Water Service Area and has served as the sewer billing collection agent for Fulton County sewer in this region; and

WHEREAS, Fulton would like Roswell to serve as the billing collection agent for sewer services with Fulton County's service area, and Roswell is amenable to doing so pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual rights and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do agree as follows:

ARTICLE 1.

DEFINITIONS

1.1 APPLICABLE INTEREST RATE. The rate of one percent per month.

1.2 AVAILABLE POTABLE WATER. A surplus of potable water not immediately needed by the Selling Party.

1.3 BUSINESS DAY. Each day excluding each Saturday, Sunday, and state or federal holiday on which banks in the State of Georgia are authorized to close for purposes of customary banking services.

1.4 CITY ADMINISTRATOR. The Administrator of Roswell, or his or her designee, for purposes of this Agreement.

1.5 COMMUNITY WATER SYSTEM. A public water system that supplies water to the same population year-round.

1.6 DATE OF EXECUTION. The date on which the last party to this Agreement executes this Agreement.

1.7 DIRECTOR OF ENVIRONMENTAL / PUBLIC WORKS. The Director of the Department of Environmental / Public Works of Roswell, or his or her designee, for purposes of this Agreement.

1.8 DIRECTOR OF PUBLIC WORKS. The Director of the Department of Public Works of Fulton County, or his or her designee, for purposes of this Agreement.

1.9 EMERGENCY WATER CONDITION. A shortage of potable water to meet the Essential Water Needs of the Requesting Party's customers that threatens their health, safety, and welfare.

1.10 ESSENTIAL WATER NEEDS. The minimum amount of water needed for residential and commercial means for food processing, drinking, toilet flushing, firefighting, hospital use, and critical asset use and a portion of the system's Non-Revenue Water.

1.11 GOVERNING AUTHORITY. As applicable, the City Council of Roswell, Georgia, or the Board of Commissioners of Fulton County, Georgia, or any replacement governmental body vested with the power to govern the respective jurisdiction under the laws of the State of Georgia.

1.12 INTERCONNECTION. A connection, consisting of meter(s), meter vault(s), valves, backflow preventer(s), backflow preventer vault(s), and piping between two water systems, in this case, between the public water systems of Roswell and Fulton.

1.13 MONTHLY OPERATING REPORT. Reports required for public water systems submitted monthly to the state regulatory agency, the Georgia Environmental Protection Division. Monthly Operating Reports include information about the finished water as well as the quantity of purchased water acquired from other public water systems.

1.14 NON-REVENUE WATER. Overall water losses, defined as the difference between volume

of water produced or purchased and the volume of water that was billed to customers.

1.15 NORTH FULTON WATER DISTRIBUTION SYSTEM. The system distributing water to most of Fulton County north of the Chattahoochee River, including all of Alpharetta, Johns Creek, and Milton, as well as a majority of Roswell.

1.16 RATES. Rates shall be established on the basis of a utility industry standard cost of service study prepared by or on behalf of Fulton. Such study shall serve to establish at least the following three rate categories: (1) retail rates billed to residential/commercial customers, (2) wholesale rates, inclusive of a capital component and operations and maintenance component based on no capital contribution to the System ("Capital/O&M"); and (3) wholesale rates, without a capital component and with operations and maintenance based on that customer's capital contribution to the System ("O&M"). Whenever Fulton deems it necessary to revise its rates, Fulton shall notify Roswell in writing of the pending rate increase not less than ninety (90) days prior to submittal of such revised rates to Fulton's Governing Authority for approval. Upon approval of such rates, Fulton shall notify Roswell in writing by the first to occur: (a) thirty (30) days after such approval by the respective Governing Authority, or (b) at least thirty (30) days prior to the effective date of such rates, which notice shall state each rate and the effective date thereof. Nothing herein is intended to be construed as affecting Fulton's sole authority to revise its rates. All documentation used in cost-of-service studies, if any, shall be provided by Fulton to Roswell within ten (10) Business Days of the date upon which Fulton's Governing Authority revises its rates.

1.17 WATER DISTRIBUTION SYSTEM. The physical infrastructure consisting of the water mains, hydrants, valves, meters, fittings, facilities, and pump stations which transport potable water to customers.

1.18 WATER SERVICE AREA. The geographic area that receives drinking water from a given Community Water System.

ARTICLE 2.

INTERCONNECTIONS

2.1 CURRENT INTERCONNECTIONS. There are currently seven (7) active Interconnections between the North Fulton Water Distribution System, as shown in EXHIBIT A, and Roswell's Water Service Area, as shown in EXHIBIT B.

2.2 NEW INTERCONNECTION PROPOSAL. Should Roswell determine that an Interconnection is necessary, Roswell shall make a proposal in writing to Fulton requesting an interconnection between the two systems. The request should describe the purpose of the interconnect, state whether it will be a general supply interconnection (normally open) or an emergency use interconnection (normally closed) and anticipate connection sizing and expected use amount. Within six (6) months of such a request, if both parties agree to the interconnection installation, the equipment to allow water to flow shall be installed. The current status of each existing interconnection is shown in EXHIBIT B.

2.3 INTERCONNECTION COMPONENTS. An interconnection shall consist of, at minimum, the following components: a meter, a meter vault box, a valve owned by Fulton upstream of the meter vault, a backflow preventer, and piping. The meter, the meter vault, and the piping and/or valves within three (3) feet of either side of the meter vault shall be owned by Fulton, and Fulton will be responsible for the maintenance of these components. Roswell shall install and own, at minimum, a backflow preventer and backflow preventer vault outside of three (3) feet of the meter vault and shall be responsible for those component's maintenance. All backflow preventers shall be tested at least annually by

Roswell, and records of those tests shall be submitted to Fulton within thirty (30) days of their completion.

2.4 INTERCONNECTIONS COSTS. Costs for establishing interconnections as described above shall be borne by Roswell. The cost of dismantling interconnections shall be shared equally (50/50) between Roswell and Fulton.

2.5 METERING. Fulton shall install a meter at the interconnection, and Fulton shall be responsible for maintaining, calibrating, and reading its meter at its own expense. Annually, or upon written notice by Roswell, Fulton shall inspect and test their meter. Testing shall occur within sixty (60) days of such a request. Copies of these inspections and tests shall be available within thirty (30) days of request. No meter shall be allowed to remain in service that has an error in excess of published American Water Works Association ("AWWA") Standards (or such succeeding standards) at the time of the testing. If a party requests a meter inspection in addition to the annual inspection, and the meter conforms to AWWA standards upon testing, the party requesting the inspection shall pay all inspection and testing costs. If the meter is not properly calibrated, the requesting party shall not be liable for the inspection and testing costs which shall be paid by the meter owner, and the meter owner shall immediately (a) restore the meter to an accurate condition or install a new meter, and (b) credit the requesting party for any overpayment based on the information available to the Parties' utility staffs.

2.6 VALVE INSTALLATION AND EXERCISE. All valves within three (3) feet of the meter vault box shall be owned and maintained by Fulton County. Any valves outside of three (3) feet of the meter vault box within the service area of Roswell shall be owned and maintained by Roswell. At each interconnection, valves installed will be capable of closing

off flow from one water system to another. Annually, or upon written notice by the other party, each shall exercise their valves. Copies of these results shall be made available upon request. Inoperable valves shall not be allowed to remain in service and must be replaced or repaired at the owner's expense.

2.7 INTERCONNECTION STATUS CHANGE. Should Roswell request that a normally closed (emergency use) interconnection be converted to a normally open (general supply) interconnection, it shall provide Fulton written notice with at least ninety (90) days prior to the requested change. If Fulton agrees that the change is necessary within the ninety (90) days, the Parties' utility staff will coordinate to make any necessary changes as applicable, including but not limited to opening valves, installing water mains, installing meters and meter vaults, and/or installing backflow preventers. If Fulton does not agree to the status change, Fulton will notify Roswell in writing within the same ninety (90) period. In no event will the status of an interconnection change without both Parties' approval.

2.8 WATER QUALITY. Fulton shall provide treated water to Roswell at the point or points of connection to the Interconnections. Treated water must meet the water quality requirements of all applicable regulatory agencies, including the U.S. Environmental Protection Agency and the Environmental Protection Division of the Georgia Department of Natural Resources. Further, if Roswell or Fulton proposes any change to their water treatment process that would affect the water quality chemistry of their finished water while this Agreement is in effect, notice shall be furnished to the other party at least ninety (90) days prior to the effective date of the proposed change.

2.9 WATER CONSERVATION. This Agreement shall be subject to all state and federal water conservation regulations. If the customers of Fulton are at any time under an outdoor water

use restriction while water is being supplied to Roswell, Roswell agrees to impose restrictions at least as strict as those imposed by Fulton. If Fulton requests a variance to any state mandated drought conservation procedures, Fulton will notify Roswell at least ten (10) days prior to submitting such request to the state regulatory authority.

2.10 INTERCONNECTION BILLING. Interconnections shall be billed at the Fulton's wholesale rate (inclusive of O&M/Capital), which is subject to the adjustments described in Article 1.16. Bills for flow through Interconnections will be sent to Roswell by the 10th of the month following the month they are assessed and will be included in the Monthly Operating Reports submitted by Roswell to EPD. Bills not paid within forty-five (45) days of receipt shall be assessed at the Applicable Rate of Interest described in Article 1.1.

ARTICLE 3.

EMERGENCY USE OF INTERCONNECTIONS

3.1 DISRUPTION OF POTABLE WATER SUPPLY. If Roswell experiences an Emergency Water Condition and desires to purchase Available Potable Water, Roswell shall notify appropriate Fulton staff by phone and in writing via email of the Emergency Water Condition and request Available Potable Water be transferred for a limited period. Fulton shall respond as soon as possible to the request by advising Roswell of the quantity of Available Potable Water.

In addition to the communication by staff described above, the Roswell Environmental / Public Works Director shall immediately notify the Fulton Director of Public Works when Emergency Water Conditions develop and request temporary water service from Fulton. Such notice shall include a description of the emergency and expected duration, if known. Notifications shall be made via phone call and email.

When Roswell experiences Emergency Water Conditions or other conditions that require (a) less than one (1) MG of water to be supplied through the Interconnection(s) or (b) require water for less than three (3) days to be supplied through the Interconnection(s), Available Potable Water can be immediately supplied without first receiving approval or response from Fulton's Director of Public Works, though notification is still required. Requests for Available Potable Water in excess one (1) MG, or for Emergency Water Conditions or other conditions expected to last for more than three (3) days require prior approval by Fulton before valves are opened and operated to transfer water from Fulton's distribution system to Roswell.

3.2 UTILITY STAFF RESPONSIBILITIES. In the event that water is needed by Roswell, staff from either Fulton or Roswell may operate the valves necessary to permit water to be sold from Fulton to Roswell. The staff from the Party that operates the valves to open the valves is responsible for returning all valves to the original position once the temporary water service event is completed. Only appropriate staff shall operate components of the interconnections, including valves.

3.3 RATE OF SUPPLY. Fulton shall not be required to transfer water to the Roswell in an amount that would violate any of its permits, nor shall Fulton be required to provide more than its Available Potable Water, and Fulton shall not be liable to Roswell or its customers for any interruptions in water service. Fulton shall be obligated to supply water pursuant to this Agreement only to the extent that doing so does not prejudice its ability to fulfill its obligations to its customers and other entities with whom it has contractual obligations.

3.4 FORCE MAJEURE. Roswell agrees that Fulton will provide Available Potable Water to Roswell continuously during an Emergency Water Condition, subject to the requirements

above, except that temporary disruption of service at any time caused by an act of God, fire, strikes, casualties, war, terrorist act, natural disaster, accidents, necessary maintenance work, breakdowns of or injuries to machinery, pumps or pipelines, civil or military authority, insurrections, riots, acts or declarations of government or regulatory agencies other than Roswell or Fulton, or any other cause beyond the control of Fulton, shall not constitute a breach of this Agreement; and Fulton shall not be liable to Roswell or to its customers for any damage resulting from such unavoidable disruption of service.

ARTICLE 4.

FINANCE AND PAYMENT FOR SEWER COLLECTION

4.1.1 ROSWELL AS BILLING COLLECTION AGENT. Roswell agrees to act as a billing collection agent for sewer services on behalf of Fulton within Fulton's Service Area, as designated in Exhibit A. Roswell will receive a commission of 10% of the billed amount for this collection service, and Roswell shall deduct the total amount it receives for providing the collection service before making payments to Fulton pursuant to this Agreement. Each month Roswell will provide a report which shows, for that month: (a) what was billed; (b) what was collected; (c) how much Roswell received in commission; (d) how much was paid to Fulton; and (e) the date of payment to Fulton.

4.2 METER INSTALLATION. At the time of installation, metering equipment provided by Roswell will meet or exceed the industry standards set by the American Water Works Association ("AWWA") for measuring the quantity of water delivered. The City is responsible for the cost of installation of all meters, and associated appurtenances, serving customers in Roswell's Water Service Area and can directly bill the Roswell Water Service Area Customers for these services.

4.3 METER ACCURACY. Roswell agrees to inspect, test and, if necessary, repair or replace any non-fire water metering equipment serving Roswell Water Service Area Customers at least every three (3) to four (4) years for meters three (3) inches and over, beginning one (1) year after the effective date of this Agreement. Fulton will have the right to observe the calibration process, test the calibration equipment, and review the calibration records of Roswell upon written request, at Fulton's expense. A meter registering not more or less than 2% above or below 100% of actual flows will be deemed accurate for the purposes of this Agreement and the Parties' obligations under it. In addition, Roswell should have in place a meter replacement program for inaccurate and/or malfunctioning small (2 inches and less) meters based on evaluation of meter readings or test data and for the regular replacement of such meters every ten (10) to fifteen (15) years, or later if based on statistically significant meter test data.

4.4 METER ESTIMATES. If any meter fails to measure or appears to have measured inaccurately for any billing period, the amount of water delivered during such billing period will be estimated in accordance with Roswell's then current policies and procedures. In the event that Roswell makes adjustments to Roswell Water Service Area Customers' billable water usage, Roswell will make a corresponding adjustment to the sewer services bill component. Adjustments may be made in the event of malfunctioning meters, leaks, and/or misreading of meters. Adjustments applicable to prior period billings will be deducted from current period payments of billed revenues.

4.5 FAILURE TO PAY WHEN DUE. In the event of a failure to pay any amount due under this Agreement, interest shall automatically accrue on the delinquent amount in accordance with Section 1.1, from the date such payment is due until full payment of

such delinquent amount and its accrued interest.

ARTICLE 5.

PROVISIONS OF GENERAL APPLICATION

5.1 RIGHT TO SEEK SPECIFIC PERFORMANCE. Roswell and Fulton agree that the costs and damages resulting from a breach of the contractual rights to use the Interconnections up to the specified amounts granted by this Agreement may not be susceptible of monetary calculation, and that damages recoverable at law may not be adequate compensation for nonperformance of the covenants of this Agreement. It is therefore agreed that in each instance where money damages are not an adequate remedy the Parties shall have the right to seek specific performance.

5.2 SEVERABILITY. In case any one or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid by a court of competent jurisdiction, it is the intention of each of the Parties hereto that such illegality or invalidity shall not affect any other provision hereof, but this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

5.3 WAIVER. A failure to initiate action as to any breach shall not be deemed as a waiver of that right of action and all such uninitiated rights of action shall be cumulative.

5.4 TERM OF AGREEMENT. This Agreement shall be in effect and shall constitute a binding obligation of the Parties hereto from and after its execution by the last Party to execute same and shall continue in effect for fifteen (15) years with a five (5) year extension upon written notice prior to 90 days of term end date by either Party.

5.5 PERIODIC REVIEW OF PROVISIONS. The Parties shall hold periodic reviews, at least annually, of the provisions of this Agreement in order to provide for the changing needs of

both Parties, and to ensure the Interconnections meet all applicable state and federal requirements, as they may be promulgated or amended. The Parties agree to negotiate diligently and in good faith to accommodate each other's needs and proposed amendments and to use all diligent and good faith efforts to enact by appropriate legislation such amendments as are agreed upon by both Parties to be appropriate. No such amendments to this Agreement shall become effective unless authorized by the respective Governing Authority of both Parties. However, nothing herein shall prevent either Party from proposing amendments to the other at any time during the term of this Agreement.

5.6 RESOLUTION OF DISPUTES. Should there arise any issues or disputes related to this Agreement, the Parties will in good faith attempt to resolve such issues or disputes promptly and amicably and may by mutual agreement submit the same to non-binding mediation.

5.7 DAMAGE OR DESTRUCTION OF FACILITIES. In the event of damage or destruction by fire or other casualty of the Interconnection, Fulton shall, with reasonable diligence and dispatch, repair, or rebuild, or otherwise make provision for restoring functionality to said facilities so as to restore them as nearly as possible to the condition which existed immediately prior to the damage or destruction, subject to such modifications as may be agreed to by the parties. Costs for the repair shall be borne by the owner of the components as described in Article 2.3.

5.8 PERSONAL LIABILITY. No elected official, director, officer, or employee of either Party shall be charged personally or held contractually liable by or to the other Party under any terms or provisions of this Agreement or because of any breach thereof or because of its or their execution or attempted execution thereof.

5.9 TIME OF ESSENCE. Time is of the essence for all terms of this Agreement.

5.10 HEADINGS. The headings contained herein are for convenience and reference only and are not intended to define or limit the scope of any provisions of this Agreement.

5.11 ASSISTANCE. Roswell and Fulton agree to provide each other with assistance in the form of plans and specifications, reports and projections, as may be necessary or appropriate for the efficient operation of the Interconnection.

5.12 NUMBER OF ORIGINAL DOCUMENTS. It is agreed between the Parties that this Agreement shall be executed in two or more originals, each of which shall constitute one and the same document, and any one of which may be used for any purpose for which an original executed document may be used.

5.13 ASSIGNMENT OF AGREEMENT. This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties to this Agreement; provided, however, that neither this Agreement nor any interest herein shall be transferred or assigned by any Party hereto except with the consent in writing of the other Party hereto which consent shall not be unreasonably withheld. No assignment or transfer of this Agreement without consent shall relieve a Party hereto of any obligation hereunder.

5.14 INTERGOVERNMENTAL AGREEMENT. The parties hereto agree that this Agreement is an intergovernmental contract entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia of 1983.

5.15 PRIOR AGREEMENTS. This Agreement supersedes any and all previous agreements between Fulton and Roswell concerning the same subject matter as this Agreement.

5.16 DEFAULT. Failure of Roswell to pay Fulton any of the payments required under this Agreement when due or failure of either Party to comply with any covenant, term, or

obligation of this Agreement shall constitute a material default on the part of such Party. In any such event, and notwithstanding the requirements of Section 5.6, the non-defaulting Party may bring any suit, action, or proceeding in law or in equity, including but not limited to mandamus, injunction and/or action for specific performance, as may be necessary or appropriate to enforce any provision, covenant, term, or obligation of this Agreement against the other Party.

5.17 NOTICE. All notices pursuant to this Agreement shall be in writing and delivered in person or transmitted by certified mail, postage prepaid, or by registered overnight mail or delivery service, charges prepaid. All notices to Fulton shall be addressed as follows, unless otherwise directed in writing:

County Manager
Fulton County Government Center
141 Pryor Street, Suite 10061
Atlanta, Georgia 30303

With a copy to:
Director, Fulton County Department of Public Works
Fulton County Government Center
141 Pryor Street, Suite 6001
Atlanta, Georgia 30303

With a copy to:
Office of the County Attorney
Attn: County Attorney
Fulton County Government Center
141 Pryor Street, Suite 4038
Atlanta, Georgia 30303

All notices to City of Roswell shall be addressed as follows, unless otherwise directed in writing:

Mayor
City of Roswell
38 Hill Street, Suite 215
Roswell, Georgia 30075

With a copy to the:
Director, Department of Environmental/Public Works
38 Hill Street, Suite 235
Roswell, Georgia 30075

With a copy to the:
City Administrator
38 Hill Street, Suite 115
Roswell, Georgia 30075

IN WITNESS WHEREOF, the duly authorized officials of Roswell and Fulton have caused the name of Roswell and the name of Fulton and the seals of said political subdivisions and the signatures of their duly authorized executive officers to be affixed hereto below:

(Signatures on following pages)

ATTESTED:

(SEAL)

Tonya R. Grier
Clerk to the Commission

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Board of Commissioners

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

David Clark, Director
Department of Public Works

ITEM #25-0835 FRM 11/5/25
FIRST REGULAR MEETING

ATTESTED:

(SEAL)

Nancy Long
City Clerk

CITY OF Roswell, GEORGIA

Kurt M. Wilson
Mayor

APPROVED AS TO FORM:

David Davidson
City Attorney

APPROVED AS TO CONTENT:

Brian Watson
Director of Environmental / Public Works

EXHIBIT A.

Map of Roswell and North Fulton's service areas and current inventory of interconnections, both normally closed and normally open.

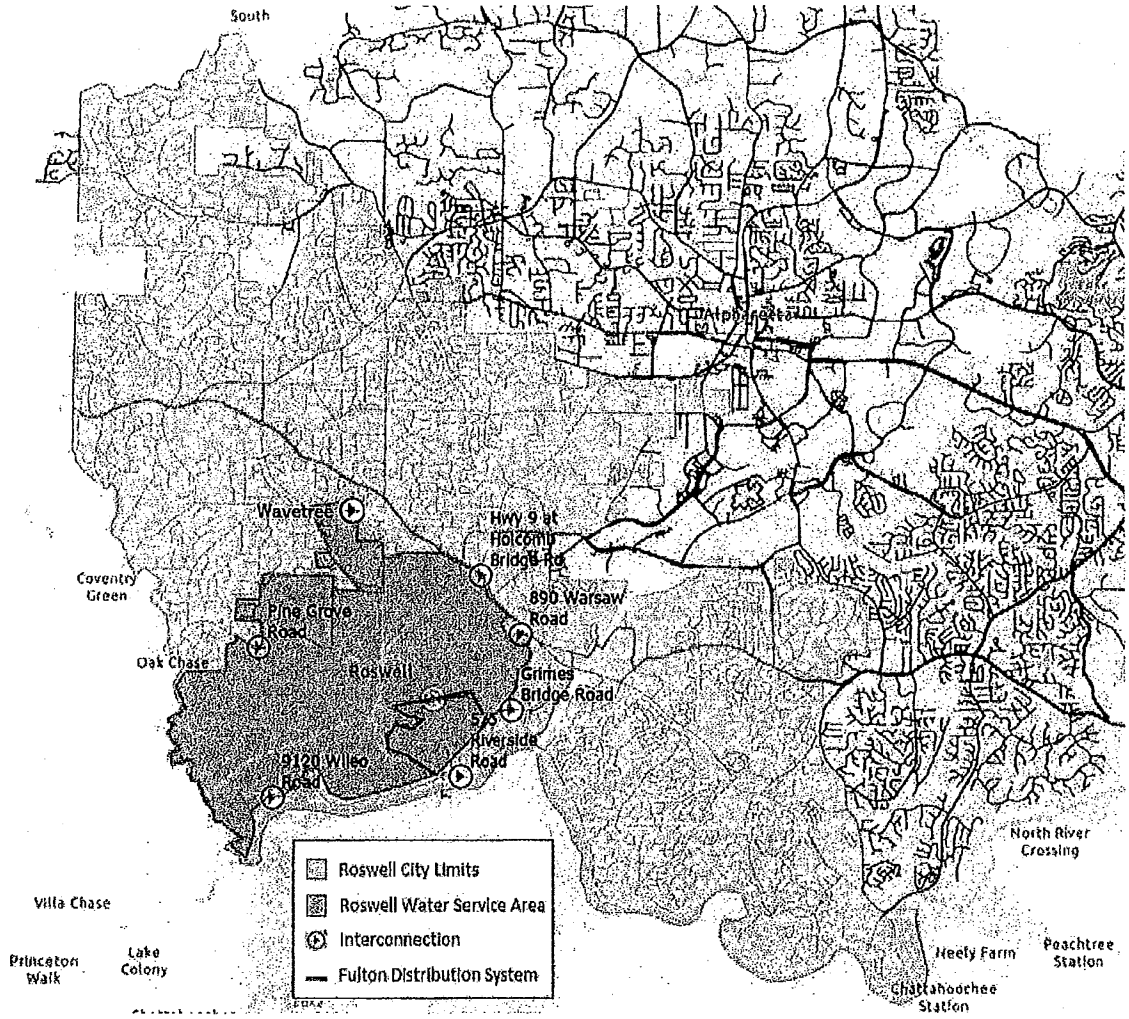


EXHIBIT B

Table detailing the interconnection locations between the City of Roswell water distribution system and the Fulton County water distribution system, as well as the typical valve status (open or closed) and the category of interconnection (general supply or emergency).

Interconnection Name	Address	Fulton Size (in)	Roswell Size (in)	Open/ Closed	General/ Emergency
Hwy 9 at Holcomb Bridge Rd	10489 Alpharetta Hwy	8	8	Closed	Emergency
92120 Willeo Road	9120 Willeo Rd	8	8	Closed	Emergency
575 Riverside Road	575 Riverside Rd	6	8	Closed	Emergency
890 Warsaw Road	890 Warsaw Rd	8	8	Closed	Emergency
Grimes Bridge Road	Grimes Bridge Rd	8	8	Closed	Emergency
Pine Grove Road	800 Pine Grove Rd	8	6	Closed	Emergency
Wavetree	0 Wavetree Dr	8	8	Closed	Emergency

STATE OF GEORGIA
COUNTY OF FULTON

RESOLUTION NO. R2006-11-11

A RESOLUTION TO APPROVE AND AUTHORIZE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF JOHNS CREEK AND FULTON COUNTY FOR WATER/SEWER SERVICES

WHEREAS: The City of Johns Creek shall provide for the general health, sanitation and welfare of the inhabitants of the City; and

WHEREAS: Providing the basic necessity of water and sewer service to its citizens will improve the quality of life; and

WHEREAS: The Intergovernmental attached agreement hereto between the City of Johns Creek and Fulton County to provide for water and sewer services has been reviewed.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council for the City of Johns Creek and it is resolved by the Authority of said City Council,

By passage of this resolution, the City of Johns Creek Mayor and City Council authorize an Intergovernmental Agreement (IGA) for the provision of Water/Sewer Services currently operated by the County. The Mayor and Council direct the City Manager to send a certified copy of this resolution to the Chairman of the Fulton County Board of Commissioners and the Fulton County Manager.

SO RESOLVED AND EFFECTIVE, this the 14th day of November, 2006.

Approved:

Michael E. Bodker, Mayor

Attest:

Joan C. Jones, Acting City Clerk
(Seal)

INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF WATER AND WASTEWATER SERVICES
between
FULTON COUNTY, GEORGIA AND
THE CITY OF JOHNS CREEK, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT, by and between Fulton County, Georgia ("County") and the City of Johns Creek, Georgia ("City") entered into this 14th day of November , 2006.

WHEREAS, the City of Johns Creek was created by act of the State of Georgia General Assembly in 2006, which was ratified by its citizens by referendum to create an effective date for the new city of December, 2006; and

WHEREAS, as provided by O.C.G.A. § 36-70-20, et seq., Fulton County provides water and wastewater distribution, collection and treatment services for various municipalities in the County pursuant to a Service Delivery Strategy Agreement, as certified by the Georgia Department of Community Affairs on October 31, 2005, among and between the County and various municipalities located therein; and

WHEREAS, Fulton County has provided water and wastewater distribution, collection and treatment services to residents of Johns Creek, through its facilities as maintained and improved over time, for many decades pursuant to various agreements, including the Service Delivery Agreement; and

WHEREAS, the creation of the City of Johns Creek, as a new municipality created within Fulton County, requires the County and Johns Creek to enter into an agreement as to the provision of water and wastewater services within the new municipal boundaries of Johns Creek pursuant to the processes and procedures of the Service Delivery Strategy Act ("Act"), O. C. G. A. § 36-70-20, et seq.; and

WHEREAS, pursuant to the Act, the Service Delivery Agreement between Fulton County and the municipalities within its jurisdiction must be amended to provide for the addition of Johns Creek, and, specifically, the provision of water and wastewater services by the County to residents of Johns Creek; and

WHEREAS, because an amendment to the current Service Delivery Agreement cannot be completed by the creation date of the City of Johns Creek on December 1, 2006, the parties desire to enter into an intergovernmental agreement governing the continuation of the provision of water and wastewater services by the County to residents of Johns Creek until such time that the Service Delivery Agreement is duly amended to account for such services.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

Section 1. The County will provide water and wastewater collection and treatment services to the residents of Johns Creek as are currently recorded as customers of the County or as may become customers of the County, pursuant to the terms of the Service Delivery Agreement as certified by the Georgia Department of Community Affairs on October 31, 2005, and until such time as the terms of the provision of water and wastewater services is formally agreed upon by the parties and incorporated into a duly adopted amendment to the current Service Delivery Strategy Agreement or other agreement, if such other agreement is deemed appropriate and necessary. Until such time as such an agreement is effective, the following shall apply to the provision of water and wastewater services to Johns Creek in addition to the terms of the current Service Delivery Agreement:

1.1 The level of service to Johns Creek residents will be provided as is set forth in the current Service Delivery Strategy Agreement.

1.2. The rate structure for Johns Creek, will be established at the level set as of the date of this Agreement or as amended by Fulton County Board of Commissioners.

Section 2. The City of Johns Creek will comply with the Metro North Georgia Water Planning District Model Stormwater Ordinance and the County's Water and Sewer Construction and Development Standards and any amendments thereof.

Section 3. Future Agreement. The parties agree to cooperate fully to reach an agreement for the provision of water and wastewater services by the County to Johns Creek's citizens within the municipal boundaries of Johns Creek, pursuant to the Service Delivery Strategy Act, O.C.G.A. § 36-70-20, et seq. for the purpose of amending the current Service Delivery Agreement between Fulton County and all municipalities within its jurisdiction to include the City of Johns Creek and the water and wastewater services agreement or such other agreement as may be deemed appropriate and necessary. All efforts will be made to reach an agreement as soon as practical and without undue delay, understanding that the need for such an agreement is critical to both parties and for the proper function of intergovernmental relations between the County and the City of Johns Creek.

IN WITNESS WHEREOF, the City and County have executed this Amendment through their duly authorized officers on the day and year first above written.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

FULTON COUNTY, GEORGIA

ATTEST:

Karen Handel
Chair
Fulton County Board of Commissioners

Mark Massey
Clerk **SEAL**
Fulton County Board of Commissioners

ITEM # 06-1237 RM 12-6-06
REGULAR MEETING

Approved as to Form:

Overtis Hicks Brantley
Fulton County Attorney

Tom Andrews
Fulton County Manager

CITY OF JOHNS CREEK, GEORGIA

Mayor

Municipal Clerk **(SEAL)**

Approved as to Form:

Acting City Attorney

Acting City Manager

Contract Tracking Sheet

All contracts shall be routed via ContractWorks under a Contract Tracking Sheet. The Requesting Department shall complete Section 1 and email this sheet along with all requested attachments for routing by the Contracts and Procurement Department. Please submit requests to purchasing@eastpointcity.org. All signers will be notified by the ContractWorks system and all signers and the Selected Provider will automatically receive a copy of the fully executed agreement.

Section 1 - Requesting Department

Name of Department: Water Resources

Solicitation Number: N/A

Contract Description: Intergovernmental Contract For Water & City of Hapeville

Name of Selected Provider: City of East Point

Email Address of Selected Provider's Contact Person: mechevarria@eastpointcity.org

Is this procurement over $25,000? No

Has this procurement been approved by City Council? Yes

Check here if the Council Meeting Agenda has been attached (highlight the section evidencing approval) ☑

Check here if the Contract has been signed by the Selected Provider and attached ☑

Provide the account number of the funding account. ☐

If any of these documents are required, but not attached, please contact Contracts & Procurement immediately.

Department Authorized Signature: Melissa Echevarria — Date: 03/30/2026

Name of Authorized Signer: **Melissa Echevarria**

Section 2 – Contracts and Procurement Approval

C&P Director's Authorized Signature: Derman Lawrence — Date: 03/16/2026

Name of Authorized Signer: **Derman Lawrence**

Section 3 – City Attorney's Approval

City Attorney's Authorized Signature: L'Erin Wiggins — Date: 03/16/2026

Name of Authorized Signer: **L'Erin Wiggins**

Section 4 – Finance Department Approvals

Budget Manager's Authorized Signature: — Date: 03/30/2026

Name of Authorized Signer: **Elizabeth Cartwright**

Finance Director's Authorized Signature: — Date: 03/30/2026

Name of Authorized Signer: **Elizabeth Cartwright**

Section 5 – City Manager's Approval

City Manager's Authorized Signature: Redmond Jones — Date: 03/20/2026

Name of Authorized Signer: **Redmond Jones**

Section 6 – City Clerk's Acknowledgement

City Clerk's Authorized Signature: Keshia McCullough — Date: 04/28/2026

Name of Authorized Signer: **Keshia McCullough**

Section 7 – Mayor's Approval*

Authorized Signature: Keisha Chapman — Date: 05/04/2026

Name of Authorized Signer: **Keisha Chapman**

***Please also sign the contract**

City Council Preliminary Work Session Minutes
City Hall
2757 East Point Street
East Point, GA 30344
March 9, 2026
6:30 PM

Mission and Vision Statement for the City of East Point

To provide exceptional city services in the most professional, courteous and effective manner to enhance the quality of life in the City of East Point. East Point is a City of excellence in providing housing and business development opportunities, public safety, recreational and cultural activities.

The Honorable Mayor Keisha Chapman

Ward A
The Honorable Dr. Japera Hemming At Large
The Honorable Eric Friedly

Ward B
The Honorable Shean L. Atkins At Large
The Honorable Carrie Ziegler

Ward C
The Honorable T. Starr Cummings At Large
The Honorable Tremayne Mitchell

Ward D
The Honorable Andrea Caldwell At Large
The Honorable Dr. LaTonya Martin Rogers

City Manager: Redmond Jones II

City Attorney: L'Erin Wiggins

City Clerk: Keshia McCullough

Civility Pledge

The way we govern ourselves is often as important as the positions we take. Our collective decisions will be better when differing views have had the opportunity to be fully vetted and considered. All people have the right to be treated with respect, courtesy and openness. We value all input. We commit to conduct ourselves at all times with civility and courtesy to each other.

I. MEETING CALLED TO ORDER:

Attendee Name	Title	Status	Arrived
Keisha Chapman	Mayor	Present	
Dr. Japera Hemming	At Large	Present	
Eric Friedly		Present	
Carrie Ziegler		Present	
T. Starr Cummings	At Large	Present	
Tremayne Mitchell		Present	
Andrea Caldwell	At Large	Present	
Dr. LaTonya Martin Rogers		Present	
Shean L. Atkins	At Large	Late	6:36 PM
Redmond Jones II	City Manager	Present	

RESULT:	**MOVED**	**Next: 4/13/2026 6:30 PM**

8. Discussion and Possible Action East Point City Council Retreat

Presented by: City Council Dr. LaTonya Martin Rogers

RESULT:	**DISCUSSED**

9. Council Discussion and Possible Action on Setting Aside Funds for Potential Partnership with the Downtown Development Authority (DDA) or Other Authorized Development Entities (Action May be Taken)

Presented by: City Manager

RESULT:	**NO ACTION TAKEN**

IV. NEW AGENDA ITEMS:

10. Council Discussion and Possible Action on Enhanced Revenues - HDL Companies (Action May be Taken)

Presented by: City Manager

RESULT:	**DISCUSSED**

11. Council Discussion and Possible Action on City of Hapeville Intergovernmental Wholesale Water Service Contract Under the Proposed Agreement, the City of Hapeville Would Continue Purchasing Wholesale Water at an Increased a Rate (Increase of 35 Cents) of $3.85 Per 1,000 Gallons, with a Contract Cap Not to Exceed 104 Million Gallons (MG) Per Month (Action May be Taken)

Presented by: Water and Sewer

RESULT:	**APPROVED [8 TO 0]**
MOVER:	Andrea Caldwell, At Large
SECONDER:	Dr. LaTonya Martin Rogers
AYES:	Hemming, Friedly, Ziegler, Cummings, Mitchell, Caldwell, Martin Rogers, Atkins
ABSTAIN:	Keisha Chapman

12. Council Discussion and Possible Action on Vendor Enercon Services, LLC, Previously Known and Approved as Power Centric Solution on April 18, 2022, from RFQ 2022-1779, for a Systems Study of the Distribution System, and the Termination of Current Power Centric Solution Contract Not to Exceed $100,000.00. CIP Funding

Presented by: East Point Power

INTERGOVERNMENTAL CONTRACT FOR WATER

THIS AGREEMENT made an entered into on the ____ day of _____ 2026 by and between the CITY OF EAST POINT, a municipal corporation of Fulton County, Georgia, and hereinafter called "Seller", and the CITY OF HAPEVILLE, a municipal corporation of Fulton County, Georgia, and hereinafter called "Buyer".

WITNESSETH

That for and in consideration of the mutual covenants and conditions herein set forth, Seller agrees to supply Buyer with water and Buyer agrees to purchase and pay for same upon the following terms and conditions:

The rate for the period **February 9, 2026** to **January 1, 2028** shall be three dollars and eighty-five cent (**$3.85**) per 1,000 gallons, with a consumption limit not to exceed 104MG (million gallons) total water use for the month. The aforementioned rates shall not be renegotiable during the term of this agreement.

The Seller agrees to meet all water needs of Buyer with the consumption limit except when emergency or system limitations of Seller render it unable to meet combined demand of Buyer's and Seller's customers. When such shortages occur, Buyer and Seller agree to jointly take similar conservation measures to reduce water consumption.

This contract outlines the terms and conditions for the wholesale purchase of water provided to the City of Hapeville. It is important to note that this agreement specifically excludes the use of wholesale water rates for commercial, industrial, or residential purposes within the City of Hapeville.

Buyers will have the right to obtain water from any available source without affecting this contract.

Should the meter or meters fail to correctly register the amount of water furnished by Seller, it will be determined by another meter or meters, or by the amount charged for a similar corresponding period.

Meter readings shall be made by Seller on or about the 26th day of each month, and bills therefore will be presented to Buyer between the first and fifth days of the next month. The buyer agrees to pay all bills in full at Seller's office on or before the fifteenth (15th) day of the month such bills are received. If the bill is received in a timely manner and the payment is late, the buyer will incur a 10% penalty of the total bill amount.

Either party shall have the right at any time to terminate this agreement for substantial breach of any of the terms or conditions thereof. Seller shall have the right to terminate this agreement on sixty (60) days' written notice if Buyer's consumption falls below (1) MEG per month for any consecutive three (3) month period unless Buyer has notified Seller, in writing of a condition requiring such a reduction in use. Seller shall also have the right to reduce or stop the supply of water to be furnished hereunder when

unavoidable for any of the following reasons or purposes without such act causing a termination of this agreement: (1) For repairs: (2) For want of supply; (3) For non-payment of the amount payable to Seller when past due. Seller agrees to make every reasonable effort to avoid such a reduction or termination of supply. The present meter connection shall be maintained and owned by Seller and Buyer shall have the right to inspect meter and pay to Seller the actual costs of additional water meter service when necessary.

Buyer agrees to notify Seller in advance in writing of any substantial additions or alterations I the interconnection equipment to be supplied with water service. Buyer agrees to adopt and enforce all applicable water cross-connection regulations and any other regulatory or statutory requirements in effect.

Should it become necessary for Seller to restrict the use of water in East Point for the purpose of conserving the supply in a dry season, Buyer shall enforce a similar restriction. No such restriction shall be enforced only on the city of Hapeville, unless also enforced in the City of East Point. In the event there shall be a shortage of water or any other contingency which should arise by which Seller is unable to supply Buyer with water, Buyer will protect and hold Seller harmless from any and all claims for damages growing out of said failure.

IT IS UNDERSTOOD AND AGREED by and between the parties hereto that this contract shall remain in full force and effect from the date of its execution for a period of ten (10) years, as described above.

This agreement cancels the ***September 8th, 2015,*** agreement and any and all previous agreements between Seller and Buyer regarding water service.

Both parties agree that this agreement and all terms, and undertakings and obligations herein contained shall not be deemed to constitute a debt of either party hereto or a pledge of the faith and credit of either party, and neither party shall have the right to compel any exercise of the taxing power of the respective subdivisions to perform any terms hereof or to pay any sums due hereunder, and neither party shall be subject to any pecuniary liability hereunder except as to the obligations of payment of any amount due for the water furnished and then only to the extend of funds available which have been produced by the water works system.

IN WITNESS WHEREOF, the parties hereunto, under and by virtue of the authority contained in an appropriate resolution adopted by each of the parties hereto, copies of which are attached, marked Exhibit "A" and "B" and made a part of this contract by reference, have caused this contract to be executed in duplicate by their duly authorized officers, on the day and year first above written.

[Signatures Follow on Next Page]

CITY OF EAST POINT, GOERGIA

By: Keisha Chapman
F6143139E2AC0D324B157BC208C9F0DE contractworks
Keisha Chapman, Mayor

Attest: Keshia McCullough
DBFE209E55CDFB4B8B9DF0953819E16D contractworks
Keshia McCullogh, City Clerk

[seal]

CITY OF HAPEVILLE, GEORGIA

By: _____
Alan Hallman, Mayor

Attest: _____
Sharee Steed, City Clerk

[seal]

Approved as to form:

L'Erin Wiggins
65A93658E83FF2CED005F4D8546C4EA3 contractworks
City Attorney

_____
City Attorney

Fulton County Public
Works
141 Pryor St.
Suite 6001
Atlanta, GA GA 30303



9214 8902 9562 6590 1613 2549 48

Mayor
City of Union City
5047 Union Street
Union City GA 30291

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT FOR WASTEWATER SERVICES BETWEEN FULTON COUNTY, GEORGIA AND THE CITY OF UNION CITY, GEORGIA FOR CAMP CREEK WATER RECLAMATION FACILITY

This INTERGOVERNMENTAL AGREEMENT ("Agreement') between the CITY OF UNION CITY, a municipal corporation of the State of Georgia ("Union City"), and FULTON COUNTY, GEORGIA, a political subdivision of the State of Georgia ("Fulton") (Union City and Fulton are each a "Party" and collectively the "Parties"), is effective as of the date the last Party to the Agreement executes the Agreement.

WITNESSETH:

WHEREAS, each of the Parties hereto is a governmental entity of the State of Georgia, having the legal authority and obligation to organize, maintain, and operate systems of sewerage in its respective jurisdiction to serve its citizens; and

WHEREAS, Fulton owns and operates the Camp Creek Water Reclamation Facility, ("Camp Creek WRF"); and

WHEREAS, the Georgia Department of Natural Resources, Environmental Protection Division ("EPD") has mandated that watershed assessment and planning be conducted to support environmental regulatory action on wastewater discharges; and

WHEREAS, both parties agree that it is in their mutual interests to work cooperatively on wastewater management and watershed management in the Camp Creek service area and agree that the environmental management of the common watershed can be enhanced through regional cooperation; and

WHEREAS, the terms of this Agreement are intended to address the long-term needs of the parties related to wastewater management; and

WHEREAS, the Parties wish to set terms and conditions and provide procedures for the current and future use of Camp Creek WRF and future capital improvements to the System, and to agree upon methods of determining and sharing current and future costs of capital improvements and operation and maintenance of the Sewerage System.

NOW, THEREFORE, in consideration of the mutual rights and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do agree as follows:

ARTICLE 1

DEFINITIONS

In the construction of this Agreement, the following terms shall have the following meanings and shall be construed as required by the following provisions, unless inconsistent with the manifest intent of the text:

1.1 APPLICABLE INTEREST RATE. The rate of one percent per month.

1.2 BUSINESS DAY. Each day excluding each Saturday, Sunday, and state or federal holiday on which banks in the State of Georgia are authorized to close for purposes of customary banking services.

1.3 CAPITAL IMPROVEMENTS. Those additions, replacements, or improvements to the Sewerage System, which, under generally accepted accounting principles or practices, are considered capital in nature, and which are made for the purpose of repairing, improving, or expanding the Sewerage System.

1.4 CITY MANAGER. The Manager of the City of Union City, or his or her designee, for purposes of this Agreement.

1.5 COLLECTION SYSTEM. A component of the System consisting of the sewer lines, storage facilities, pump stations, and force mains which transport flows to a treatment facility or its influent pumping station.

1.6 DATE OF EXECUTION. The date on which the last Party to this Agreement executes this Agreement.

1.7 DESIGN CAPACITY. Flow capacity in million gallons per day (MGD) of a particular water pollution control or reclamation facility as described in the most recent design study, or any revision thereto, undertaken by the permit holder of said facility, which must be certified by an engineer licensed to practice in the State of Georgia, expressed as average daily flow, maximum-month daily flow, and/or peak wet weather flow; provided, however, as to any facility for which a permit from a regulatory body as to its maximum flow capacity is required, the Design Capacity of such facility shall not exceed such maximum permitted flow capacity.

1.8 DIRECTOR OF PUBLIC WORKS. The Director of Public Works of Fulton, or his or her designee, for purposes of this Agreement.

1.9 GOVERNING AUTHORITY. As applicable, the City Council of the City of Union City, Georgia, or the Board of Commissioners of Fulton County, Georgia, or any replacement governmental body vested with the power to govern the respective jurisdiction under the laws of the State of Georgia.

1.10 NPDES PERMIT. National Pollution Discharge Elimination System Permit.

1.11 PROJECT. Any project consisting of future capital improvements to the System undertaken pursuant to this Agreement.

1.12 PROJECT COSTS. Any and all costs and expenses of any Project, including,

without limitation, the costs of planning, design, engineering, architectural, and construction of the Project, the costs of plans and specifications, the costs necessary or incident to determining the feasibility or practicality of the Project, the costs of acquiring or condemning all lands, properties, rights, and easements acquired for the Project, the costs of all buildings, machinery and equipment included in the Project, the costs of insurance, financing charges and interest as applicable, the costs of compliance with environmental regulations and environmental protection, the costs of re-rating any facility, the costs of project construction management and construction engineering, legal fees and expenses, and such other costs as may be necessary or incidental to the construction and equipping of the Project, and the placing of the Project in operation; provided, however, Project Costs shall not include any operating cost (as accepted by industry standard), any repair or routine maintenance cost, or any cost stemming from a claim, fine or penalty resulting from the negligent or intentional act or omission of Fulton or such Party's agent.

1.13 RATES. Rates shall be established on the basis of a utility industry standard cost of service study prepared by or on behalf of Fulton. Such study shall serve to establish at least the following three rate categories: (1) retail rates billed to residential/commercial customers, (2) wholesale rates, inclusive of a capital component and operations and maintenance component based on no capital contribution to the System ("Capital/O&M"); and (3) wholesale rates, without a capital component and with operations and maintenance based on that customer's capital contribution to the System ("O&M"). Whenever Fulton deems it necessary to revise its rates, Fulton shall notify Union City in writing of the pending rate increase not less than thirty (30) days prior to submittal of such revised rates to Fulton's Governing Authority for approval. Upon approval of such rates, Fulton shall notify Union City in writing by the first to occur: (a) thirty (30)

days after such approval by the respective Governing Authority or (b) at least thirty (30) days prior to the effective date of such rates, which notice shall state each rate and the effective date thereof. Nothing herein is intended to be construed as affecting Fulton's sole authority to revise its rates. All documentation used in cost-of-service studies, if any, shall be provided by Fulton to Union City within ten (10) Business Days of the date upon which Fulton's Governing Authority revises its rates.

1.14 RESERVED CAPACITY. The quantity of flow expressed as million gallons per day or thousand gallons per day purchased and allocated for use by Union City of Camp Creek WRF, as set forth in Section 5.1.2.

1.15 REQUIRED FINANCIAL CONTRIBUTION. The dollar amount payable by Union City with respect to each future Project equal to (a) the sum of the Total Project Cost for the Project minus the total amount of all state and federal funds, (b) multiplied by Union City's Required Financial Contribution Percent.

1.16 REQUIRED FINANCIAL CONTRIBUTION PERCENT. The applicable percent specified in Section 2.1 or in an amendment to this Agreement for the applicable Project, or if no percent is so specified for any future capital improvement to the Sewerage System, the percent which such Reserved Capacity (following such capital improvement) is of the Design Capacity of Camp Creek WRF (following such capital improvement).

1.17 SEWERAGE SYSTEM, SEWER SYSTEM, OR SYSTEM. The physical system of sewers, pumping stations, force mains, storage and treatment facilities by which Union City and Fulton collect, convey, treat, and discharge wastewater within the Camp Creek service area.

1.18 TOTAL PROJECT COST. The aggregate dollar amount of all Project Costs of a

future Project undertaken pursuant to this Agreement.

ARTICLE 2

FINANCIAL CONTRIBUTION BY UNION CITY

2.1 UNION CITY'S REQUIRED FINANCIAL CONTRIBUTION PERCENT FOR CAMP CREEK WRF. Union City's total Required Financial Contribution Percent for the Camp Creek WRF Improvements shall be 12.5% of Camp Creek WRF's current capacity as determined in Section 5.1.2.

ARTICLE 3

FUTURE CAPITAL IMPROVEMENTS OF FULTON

3.1 DETERMINATION TO MAKE FUTURE CAPITAL IMPROVEMENTS. Fulton may make necessary Capital Improvements to the Sewerage System from time to time, subject to approval by appropriate state or federal regulatory agencies, if excessive water loads or flows are impairing the efficient operation of the System, if additional capacity is required, if such improvements are necessary to comply with the regulations or requirements of agencies of the State of Georgia and/or agencies of the federal government, or if improved processes are available and the additions of said processes are necessary or desirable to provide operations which are more efficient and economical. Union City agrees that the determination to make capital improvements for any one or more of the reasons aforementioned shall be made by Fulton. For the purpose of long-range planning, the Parties, acting by and through the City Manager of Union City and the Fulton Director of Public Works, shall meet at least annually or more frequently as deemed necessary to discuss Inflow and Infiltration ("I/I") concerns and reductions determine whether additional capacity to serve both

jurisdictions will be required, necessary, or desirable, for any facility which is part of the Sewerage System. The Parties agree that any such meeting will be held within thirty (30) days of a written request therefor from either Party.

3.2 NOTICE. Upon the determination that Capital Improvements to the System are necessary, desirable or appropriate pursuant to Section 3.1, Fulton shall provide written notice to Union City of such determination, which notice also shall include Fulton's current estimate of the Total Project Cost and its calculation of the Required Financial Contribution from Union City, based on Union City's Required Financial Contribution Percent, for such Project. Fulton's estimate of the Total Project Cost shall be supported by the estimate from the contractor who was awarded the contract for the aforesaid Capital Improvement. Union City shall respond in writing acknowledging such notice within thirty (30) days after the date such notice is received.

3.3 PAYMENT. The date Union City begins making its Required Financial Contribution will depend on when Union City receives written notice from Fulton. If Union City receives written notice prior to sixty (60) days of the commencement of Union City's next fiscal year, Union City shall pay the Required Financial Contribution within forty-five (45) days of the beginning of that fiscal year. If Union City does not receive the above-described notice at least sixty (60) days prior to the beginning of Union City's next fiscal year, Union City shall pay the full Required Financial Contribution within forty-five (45) days of the beginning of Union City's succeeding fiscal year. Upon completion of the Project, adjustments to the estimated Total Project Cost shall be made in accordance with Sections 4.2 and 4.3.

Union City shall pay its financial obligations under this Agreement in accordance with the provisions of this Agreement, whether or not a Project, or any part thereof, has been completed, is operating or operable or its output is suspended, interrupted, interfered with, reduced or curtailed or terminated in whole or in part, and such payments shall not be subject to reduction by offset and shall not be conditional upon the performance or non-performance by Fulton of any other agreement or any other condition whatever.

ARTICLE 4

PAYMENTS AND OWNERSHIP

4.1 FAILURE TO RESPOND. In the event Union City fails to comply with Articles 2 and 3 of this Agreement, such failure shall be deemed a material breach of this Agreement and all remedies set forth in this Agreement, including the provisions of Section 4.3, shall be available to Fulton.

4.2 ADJUSTMENT OF PAYMENTS. Union City and Fulton agree that the calculation of the Total Project Cost for future Capital Improvements and Union City's Required Financial Contribution with respect thereto are estimates, and that circumstances may arise that cause a change to such estimates. After (a) Fulton initiates any Capital Improvement pursuant to this Agreement and has certified that construction of such Capital Improvement has been completed in accordance with approved plans and specifications, (b) final payment of all federal or state grant money due Fulton, if any, has been received, (c) final payment to the construction contractor(s) has been made-and resolution of any appropriate construction claims (excluding claims stemming from a negligent or intentional act or omission of Fulton) has occurred and (d) Fulton has determined the final Total Project Cost

of the Capital Improvement, then the mathematical adjustment of the total Required Financial Contribution payable by Union City shall be made. If an adjustment needs to be made and Union City receives billing for that adjustment at least sixty (60) days prior to the beginning of that fiscal year, Union City shall pay such additional Required Financial Contribution within forty-five (45) days of the beginning of Union City's fiscal year. If Union City does not receive such billing at least sixty (60) days prior to the beginning of its fiscal year, Union City shall pay the additional Required Financial Contribution within forty-five (45) days following the beginning of Union City's next fiscal year.

4.3 FAILURE TO PAY WHEN DUE. In the event of any failure to pay when due any amount due under this Agreement, interest shall automatically accrue on such delinquent amount in accordance with Sections 1.1 and 8.2, from the date such payment is due until full payment of such delinquent amount and accrued interest thereon is made.

4.4 OWNERSHIP OF SYSTEM. Union City agrees that the payment of its Required Financial Contributions as described in Section 2.1 and payment of the rates assessed for its flow to Camp Creek WRF constitutes consideration paid for Union City's contractual right to use Camp Creek WRF in the amount of its Reserved Capacity therein and does not constitute consideration paid for any ownership right, ownership interest, indicia of ownership or other property right in Camp Creek WRF. Union City's use of Camp Creek WRF in the amount of its Reserved Capacity specified herein shall not constitute any transfer of any ownership rights, ownership interests or other property rights in Camp Creek WRF.

ARTICLE 5

USE OF FACILITIES

Reserved Capacity in Camp Creek WRF shall be 3.00 MGD with respect to the current Camp Creek WRF.

5.1.2 RESERVED CAPACITY. Union City's payment of its additional Required Financial Contribution pursuant to Articles 3 and 4 hereof, and Union City's timely payment of applicable treatment rates for its use of Camp Creek WRF pursuant to the Agreement, will entitle Union City to discharge in the future no more than the following respective Reserved Capacity of flow to Camp Creek WRF:

Camp Creek WRF

	Design Capacity (MGD)	Union City's Reserved Capacity (Percent)	Union City's Reserved Capacity (MGD)
Maximum Month Daily Flow	24	12.50%	3.0

5.1.3 RE-RATING OF RESERVED CAPACITY. [RESERVED].

5.1.4 UNUSED RESERVED CAPACITY. Union City is prohibited from selling its unused Reserved Capacity to other jurisdictions or any private entities outside of its municipal limits. In addition, Union City shall not extend, or permit extensions of or connections to, the System outside of the current or future municipal limits of Union City.

5.1.5 DETERMINATION AND PAYMENT OF APPLICABLE RATES. Union

shall be due within thirty (30) days of receipt of such billing.

5.2 DETERMINATION OF FLOWS. The basis for billing shall be metered flow volumes wherever possible. The location of current meters monitored by Fulton is shown on the map attached hereto as Exhibit A. Meters shall be calibrated no less often than quarterly, and appropriate calibration records shall be retained. Union City shall have the opportunity to observe the calibration process, test the calibration equipment and review the calibration records of Fulton upon written request. Any meter tested and found to be accurate within ten percent shall be considered accurate for billing purposes. The cost of monitoring the flows and of any quarterly calibration services shall be borne equally by the parties, with Union City's share of any such costs being due and payable to Fulton no later than thirty (30) days from Union City's receipt of an invoice from the County. If payment is not remitted by the due date, Union City agrees to pay Fulton (in addition to Union City's share of the calibration costs) a late charge equal to five percent (5%) of Union City's share of the calibration costs. The parties agree that a 250 gpd amount will be used for house counts where it is not economically feasible for a flow meter to be placed. Where a dispute arises with respect to the accuracy or appropriateness of metering results, the City Manager and the Director of Public Works shall attempt to resolve the dispute in good faith before seeking other options that may be available to the parties.

5.3 PROVISION OF DATA. Both Parties agree to provide flow data, or, if flow is not

metered, water consumption within the service area and population data to the other Party as may be reasonably requested in writing by the other Party within ten (10) business days following receipt of each such request.

5.4 CHANGES IN CAPACITY. Union City may request additional Reserved Capacity in Camp Creek WRF. Any increase of Reserved Capacity shall require the adjustment of the Required Financial Contribution Percent for the Total Project Cost of any future capital improvements to such facility. The percentage of Reserved Capacity and the parallel Required Financial Contribution Percent may not, however, be increased or decreased except by formal written amendment of this Agreement. Fulton shall act on Union City's request for additional Reserved Capacity within sixty 60 days of Fulton's receipt of the request. Should Fulton deny Union City's request for additional Reserved Capacity due to Camp Creek WRF having no more Unallocated Reserved Capacity, then the Excess Flow provisions of Section 5.5 may be implemented. However, should Fulton deny Union City's request for additional Reserved Capacity for any reason other than Camp Creek WRF having no more Unallocated Reserved Capacity available, or should Fulton fail to respond to Union City within sixty 60 days of Fulton's receipt of Union City's request for additional Reserved Capacity, then the higher rate for future Excess Flows as described in Section 5.5 shall not be implemented. This Section does not limit implementation of the Excess Flow provisions of Section 5.5 in any circumstances other than those described above regarding requests by Union City for additional Reserved Capacity.

5.5 FUTURE EXCESS FLOW. When the average daily flow received from Union City to Camp Creek based on a 60-day reporting period reaches 80% of the Reserved Capacity for such facility, Union City must prepare and submit to Fulton a written plan which demonstrates

how future flows will be maintained within the Reserved Capacity. Should Union City's flow received at Camp Creek WRF exceed its then-current Reserved Capacity, Union City shall immediately take appropriate measures to reduce its flow to within its Reserved Capacity. Continued discharge in excess of the Reserved Capacity calculated as a daily average over 60 days' time, will be considered a material breach of contract, for which Fulton is entitled to one or more of the following remedies, none of which shall be an exclusive remedy: (a) immediate payment of the applicable rates set forth in Section 5.2 with respect to the Reserved Capacity flow and the flow in excess of the Reserved Capacity, (b) payment (or reimbursement) of any and all damages caused to third parties directly related to such excess flow, (c) immediate payment (or reimbursement) of any and all civil penalties and fines imposed by regulatory agencies or courts of law directly attributed to such excess flow, (d) interest on any aforesaid amount not paid when due pursuant hereto at the Applicable Interest Rate calculated in accordance with Section 8.2, and (e) any and all other remedies available at law or in equity. Any amount payable pursuant to this Section 5.5 shall be paid by Union City within fifteen (15) days following written demand therefor.

ARTICLE 6

COLLECTION SYSTEM

6.1 FULTON'S RIGHTS/RESPONSIBILITIES. Fulton shall have the right to make or permit connections to that portion of the Collection System located within the sewer service boundaries outlined as Fulton's responsibility in the map attached hereto as Exhibit B, subject to Fulton first receiving a right to serve letter from Union City for those areas depicted in Exhibit B within the municipal limits of Union City. Fulton shall continue to provide retail sewer service to its existing customers located within the corporate limits of Union City (as those limits currently

exist and as they may be expanded in the future by annexation) delineated as its responsibility in Exhibit B unless and until such time as the Parties mutually agree to transfer such retail customers to Union City. Union City shall provide retail sewer service to its existing customers unless and until such time as the Parties mutually agree to transfer such retail customers to Fulton. Notwithstanding the above, permitting related to any direct connection to the interceptor wastewater line located in or around Union City, identified in the map attached hereto as Exhibit C, shall be the sole responsibility of Fulton.

6.2 UNION CITY'S RIGHTS/RESPONSIBILITIES. Union City shall have the right to make or to permit new connections to that portion of the Collection System located within the corporate limits of Union City, subject to the restrictions set forth in Section 6.1.

6.3 CHARGES FOR CONNECTIONS. Union City shall have the right to determine and impose charges for new connections permitted or made to the Collection System within Union City's corporate limits. This right shall include the right to contract with other sewer service provider(s) for the use of the Sewerage System within its sewer service boundaries, provided that Union City shall not permit, by contract or otherwise, the discharge of flow which will result in Union City's exceeding its maximum Reserved Capacity flow to Camp Creek WRF as set forth in Article 5 hereof. .

6.4 INFLOW AND INFILTRATION (I/I) PROGRAM - UNION CITY. Union City shall implement an I/I program to reduce I/I to its Collection System. Union City shall submit to Fulton annual reports indicating action taken and amount of reduction of I/I in the Collection System due to those actions.

6.5 INFLOW AND INFILTRATION (I/I) PROGRAM - FULTON. Fulton shall

implement an I/I program to reduce I/I to its portion of the Collection System located within the municipal limits of Union City, and that part of Fulton's Collection System outside of Union City that flows into Union City, as described in Section 3.1. Fulton shall submit to Union City annual reports indicating action taken and amount of reduction of I/I in the Collection System due to those actions.

ARTICLE 7

SEWER USE ORDINANCES AND INDUSTRIAL PRETREATMENT PROGRAMS

7.1 RESPONSIBILITIES. Each Party will be responsible for implementing, updating, enforcing, monitoring and controlling its sewer use ordinance and industrial pretreatment programs within its jurisdictional limits.

7.2 REVISIONS. To the extent that either Party's sewer use ordinance and industrial pretreatment program is inconsistent with state and federal requirements, that Party will amend and/or revise its sewer use ordinance and industrial pretreatment program to comply with all state and federal requirements and will accept and implement reasonable changes to such ordinance and program requested in writing by the other Party with respect to control of discharges from or through Union City which ultimately will be treated at Camp Creek WRF. When required for compliance with Fulton's NPDES permit, Union City will revise its ordinance and industrial pretreatment program in a manner reasonably acceptable to Fulton.

7.3 ENFORCEMENT AND PERMITTING. Each Party agrees to diligently enforce its sewer use ordinance and industrial pretreatment program for users of its portion of the Sewerage System. Union City will issue new permits to all industrial dischargers within its municipal limits as required by its ordinance and pretreatment program and will monitor compliance with the

permits. A written report of non-compliant discharges within Union City's municipal limits to tributaries of Camp Creek will be provided to the other party by the party whose retail customer(s) caused such discharge(s).

7.4 FAILURE TO ENFORCE. In the event either Party fails to take reasonable pretreatment enforcement action on a timely basis, the other party may take whatever action by law it is authorized to take.

7.5 ANNUAL REPORTS. Each Party will submit a written annual report to the other party on the compliance status of each of their respective significant industrial customers located within the corporate limits of Union City and any enforcement response taken or anticipated. Each such report will include the time frames for initial enforcement actions, as well as any subsequent enforcement actions.

7.6 EMERGENCY ACTION. Each Party, acting as an agent of the other Party, may take emergency action to stop or prevent any discharge into its sewer system for treatment at Camp Creek WRF that is generated in, or transported through Fulton or Union City, when in the reasonable opinion of either Party such discharge presents, or may present, an imminent danger to the health or welfare of humans, which reasonably appears to threaten the environment, or which threatens to cause interference or contamination to either Party's System. Both Parties agree to provide such notice as is practicable to the sewer user and the other Party of its intent to take emergency action prior to taking action; provided, however, it is understood and agreed the opportunity to respond to such action or anticipated action may be limited to a hearing after the emergency powers of either Party have been exercised.

ARTICLE 8

PROVISIONS OF GENERAL APPLICATION

8.1 RIGHT TO SEEK SPECIFIC PERFORMANCE. The Parties agree that the costs and damages resulting from a breach of the contractual rights to use the Sewerage System facilities up to the specified amounts granted by this Agreement may not be susceptible of monetary calculation, and that damages recoverable at law may not be adequate compensation for nonperformance of the covenants of this Agreement. It is therefore agreed that in each instance where money damages are not an adequate remedy and the provisions of Section 8.8 have been complied with, either Party shall be entitled to specific performance or any other equitable remedies provided by law.

8.2 RATE OF INTEREST. Whenever this Agreement provides for the accrual and payment of interest on sums to be paid by one party to the other, such interest shall be calculated at the Applicable Interest Rate as defined in Section 1.1. Interest shall be calculated at the Applicable Interest Rate based upon the total number of calendar days during which the applicable amounts remain unpaid, including the original due date of the delinquent payment and excluding the day on which the amount (including accrued interest) is paid in full.

8.3 OPERATIONS REVIEW. Both Parties agree that, upon receipt by one Party of a written request from the other Party for an operations review, an operations review to determine the status of the operations, maintenance and personnel needs of any component of the Sewerage System, as well as the efficiency, management and reliability of the cost-effectiveness of the operation of any component of the Sewerage System, shall be completed and a written report of such review and the resulting recommendations shall be delivered to the requesting Party within

ninety (90) days following receipt of the written request. The reasonable out-of-pocket costs of the operations review will be paid by the Party requesting same. The recommendations of an operations review will not bind either Party.

8.4 SEVERABILITY. In case any one or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid by a court of competent jurisdiction, it is the intention of each of the Parties hereto that such illegality or invalidity shall not affect any other provision hereof, but this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein. This Agreement shall be construed to adopt, but not to enlarge upon, all the applicable provisions of the Constitution and general laws of Georgia, and, if any provisions hereof conflict with any applicable provisions of said Constitution or laws, the latter as adopted by the legislature and as interpreted by the courts of this state shall prevail in lieu of any provision hereof in conflict or not in harmony therewith.

8.5 WAIVER. A failure to initiate action as to any breach shall not be deemed as a waiver of that right of action and all such uninitiated rights of action shall be cumulative.

8.6 TERM OF AGREEMENT. This Agreement shall be in effect and shall constitute a binding obligation of the Parties hereto from and after its execution by the last Party to execute same and shall continue in effect for fifteen (15) years. Upon written notice not less than ninety (90) days prior to expiration, this Agreement may be renewed for an additional term of five (5) years.

8.7 PERIODIC REVIEW OF PROVISIONS. The Parties shall hold periodic reviews of the provisions of this Agreement in order to provide for the changing needs of both Parties, and to insure the Sewerage System meets all applicable state and federal requirements, as they may be

promulgated or amended. The Parties agree to negotiate diligently and in good faith to accommodate each other's needs and proposed amendments and to use all diligent and good faith efforts to enact by appropriate legislation such amendments as are agreed upon by both Parties to be appropriate. No such amendments to this Agreement shall become effective unless authorized by the respective Governing Authority of both Parties. However, nothing herein shall prevent either Party from proposing amendments to the other at any time during the term of this Agreement.

8.8 RESOLUTION OF DISPUTES. Should there arise any issues or disputes related to this Agreement, the Parties will in good faith attempt to resolve such issues or disputes promptly and amicably, and may by mutual agreement submit same to non-binding mediation.

8.9 INSURANCE COVERAGE. Fulton shall self-fund insurance coverage for its capital assets and personalty included in the Sewerage System. This self-funded coverage will be sufficient to cover reasonably foreseeable risks and shall insure the buildings' systems, equipment and other improvements and all additions, extensions, alterations and modifications thereto. Any costs associated with this coverage shall be paid for by Fulton.

8.10 DAMAGE OR DESTRUCTION OF FACILITIES. In the event of damage or destruction by fire or other casualty of the Sewerage System, Fulton shall, with reasonable diligence and dispatch, repair, or rebuild, or otherwise make provision for restoring functionality to said facilities so as to restore them as nearly as possible to the condition which existed immediately prior to the damage or destruction, subject to such modifications as may be agreed to by the parties. Any repair or rebuilding required hereunder shall be paid for with the proceeds of the insurance required under Section 8.9 and any remaining costs shall be paid by Fulton as the

owner of the Camp Creek WRF.

8.11 PERSONAL LIABILITY. No elected official, director, officer, or employee of either Party shall be charged personally or held contractually liable by or to the other Party under any terms or provisions of this Agreement or because of any breach thereof or because of its or their execution or attempted execution thereof.

8.12 RESPONSIBILITY OF PARTIES FOR SEWERAGE SYSTEM. Union City and Fulton shall be responsible for the maintenance, repair and operation of their respective components of the Sewerage System, except as otherwise agreed to by the Parties through a separate memorandum of understanding or agreement. No Party not a signatory to this Agreement shall be a beneficiary of the rights and obligations hereunder.

8.13 TIME OF ESSENCE. Time is of the essence for all the terms of this Agreement.

8.14 HEADINGS. The headings contained herein are for convenience and reference only and are not intended to define or limit the scope of any provisions of this Agreement.

8.15 ASSISTANCE. Union City and Fulton agree to provide each other with assistance in the form of plans and specifications, reports and projections, as may be necessary or appropriate for the efficient operation of the Sewerage System.

8.16 NUMBER OF ORIGINAL DOCUMENTS. It is agreed between the Parties that this Agreement shall be executed in two or more originals, all of which shall constitute one and the same document, and any one of which may be used for any purpose for which an original executed document may be used.

8.17 ASSIGNMENT OF AGREEMENT. This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties to this Agreement;

provided, however, that neither this Agreement nor any interest herein shall be transferred or assigned by any Party hereto except with the consent in writing of the other Party hereto which consent shall not be unreasonably withheld. No assignment or transfer of this Agreement without consent shall relieve a Party hereto of any obligation hereunder.

8.18 INTERGOVERNMENTAL AGREEMENT. The parties hereto agree that this Agreement is an intergovernmental contract entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia of 1983.

8.19 PRIOR AGREEMENTS. This Agreement supersedes any and all previous agreements between Fulton and Union City concerning the same subject matter as this Agreement.

8.20 DEFAULT. Failure of Union City to pay Fulton any of the payments required under this Agreement when due or failure of either Party to comply with any covenant, term, or obligation of this Agreement shall constitute a material default on the part of such Party. In any such event the non-defaulting Party may, after complying with the provisions of Section 8.8, bring any suit, action, or proceeding in law or in equity, including but not limited to mandamus, injunction and/or action for specific performance, as may be necessary or appropriate to enforce any provision, covenant, term, or obligation of this Agreement against the other Party.

8.21 NOTICE. All notices pursuant to this Agreement shall be in writing and delivered in person or transmitted by certified mail, postage prepaid, or by registered overnight mail or delivery service, charges prepaid. All notices to Fulton shall be addressed as follows, unless otherwise directed in writing:

County Manager
Fulton County Government Center
141 Pryor Street, Suite 10061
Atlanta, Georgia 30303

With a copy to:
Director, Fulton County Department of Public Works
Fulton County Government Center
141 Pryor Street, Suite 6001
Atlanta, Georgia 30303

With a copy to:
Office of the County Attorney
Attn: County Attorney
Fulton County Government Center
141 Pryor Street, Suite 4038
Atlanta, Georgia 30303

All notices to Union City shall be addressed as follows, unless otherwise directed in writing:

Mayor
City of Union City
5047 Union Street
Union City, Georgia 30291

With a copy to the:
City Manager
City of Union City
5047 Union Street
Union City, Georgia 30291

[signatures on following page]

IN WITNESS WHEREOF, the duly authorized officials of Union City and Fulton have caused the name of Union City and the name of Fulton and the seals of said political subdivisions and the signatures of their duly authorized executive officers to be affixed hereto below:

ATTESTED:

(SEAL)

Tonya R. Grier
Clerk to the Commission

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Board of Commissioners

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

David Clark, Director
Department of Public Works

ATTESTED:

(SEAL)
City Clerk

CITY OF UNION CITY, GEORGIA

Mayor

APPROVED AS TO FORM:

City Attorney

APPROVED AS TO CONTENT:

Director of Public Works

ITEM # 25-0458 SRM 6 / 18 / 25
SECOND REGULAR MEETING

EXHIBIT A
[Title]

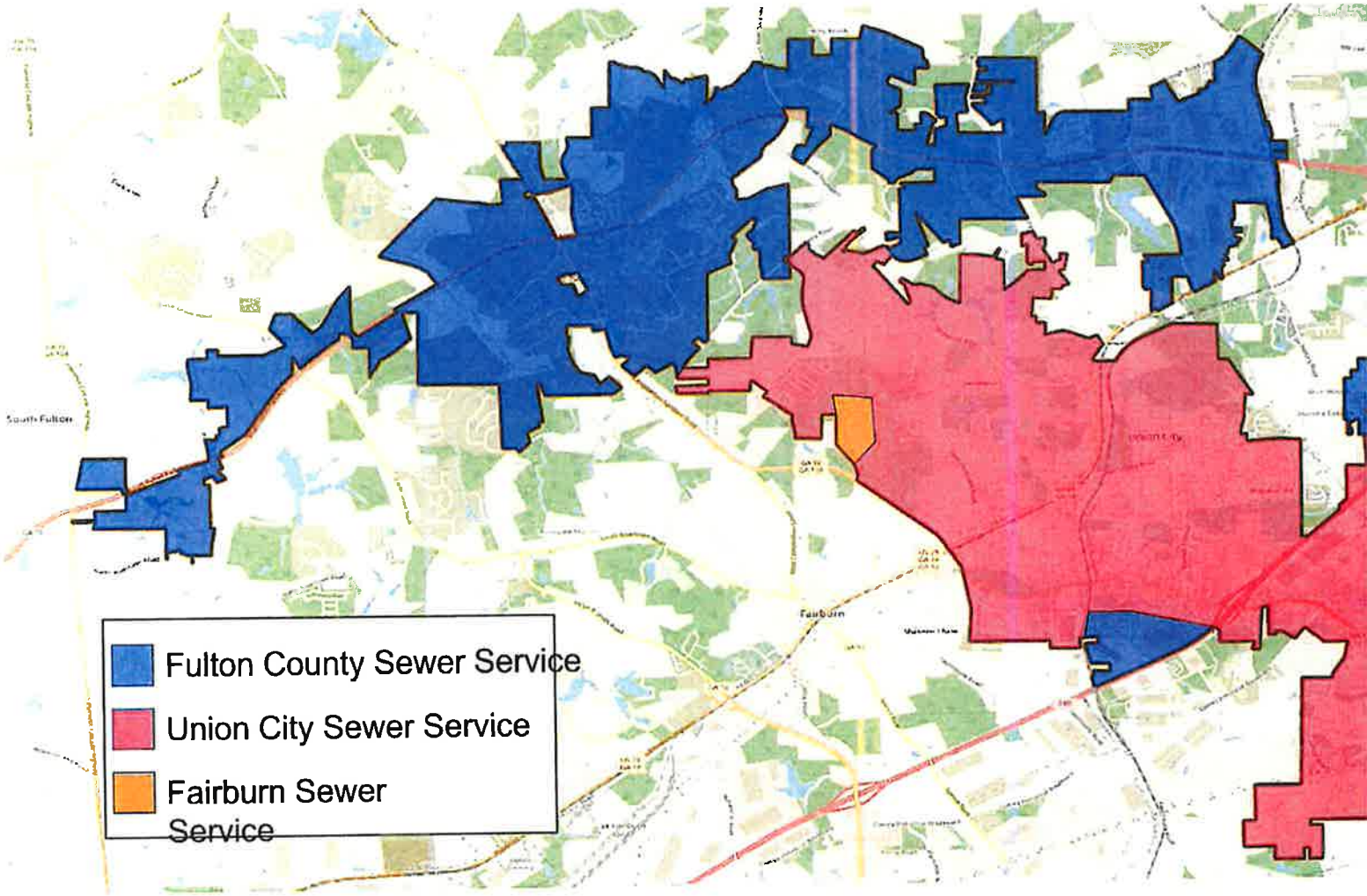

Fulton County Sewer Service
Union City Sewer Service
Fairburn Sewer Service

EXHIBIT B

[Title]

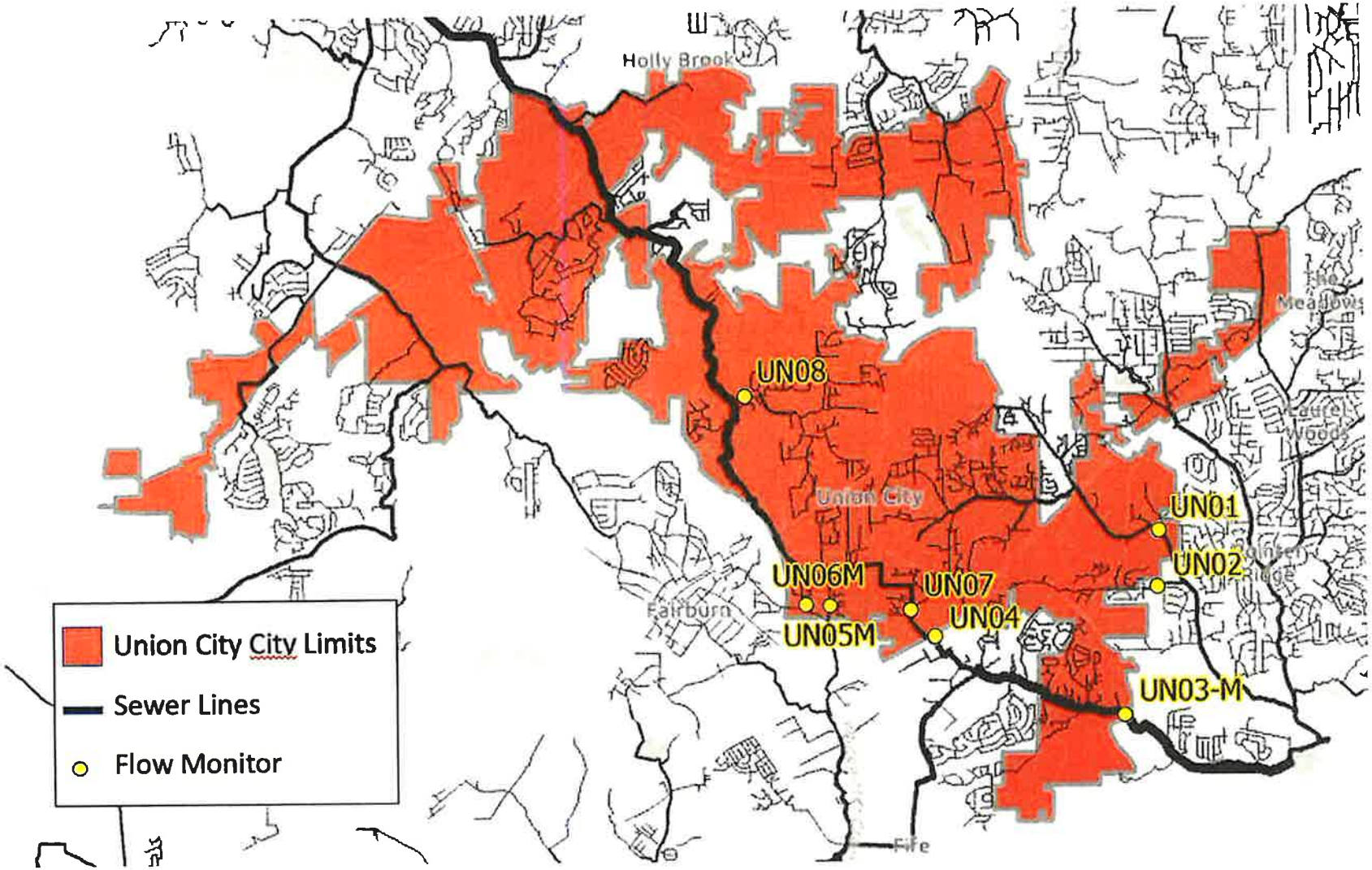
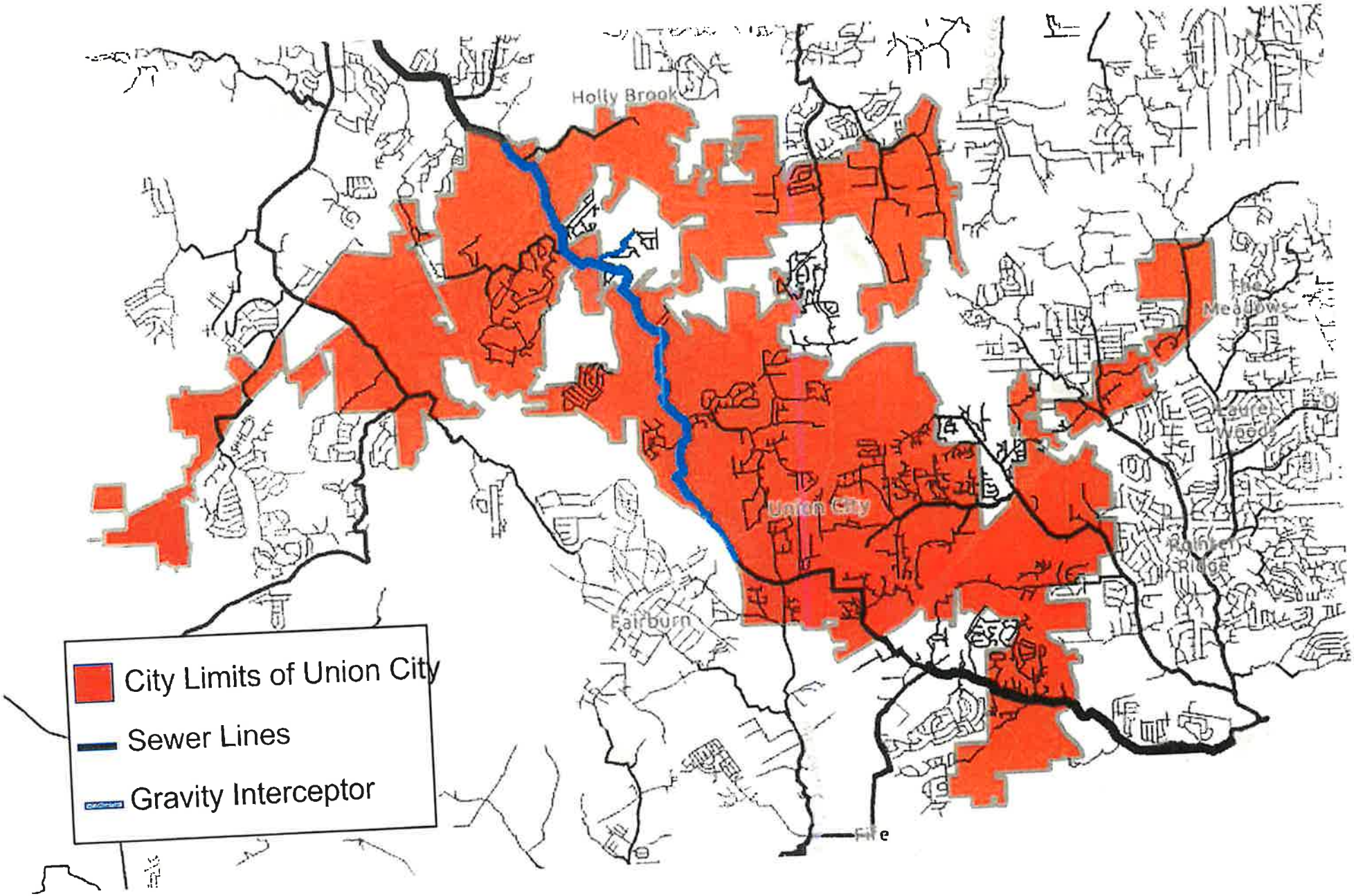

Holly Brook
Union City
Fairburn
Fife
UN08
UN01
UN02
UN06M
UN07
UN04
UN05M
UN03-M
Union City City Limits
Sewer Lines
Flow Monitor

EXHIBIT C
[Title]


Holly Brook
Union City
Fairburn
City Limits of Union City
Sewer Lines
Gravity Interceptor

GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, we recommend reporting this to the Department of Community Affairs.

COUNTY: FULTON COUNTY	**Service: Workforce Development**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):**Type Name of the single Government, Authority or Organization Here**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of the single Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

e.) ☒ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **There are two service areas that are the City of Atlanta boundaries, and the remaining jurisdicitons are served by Fulton County.**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County, Atlanta	General Funds, Grants

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

No changes

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

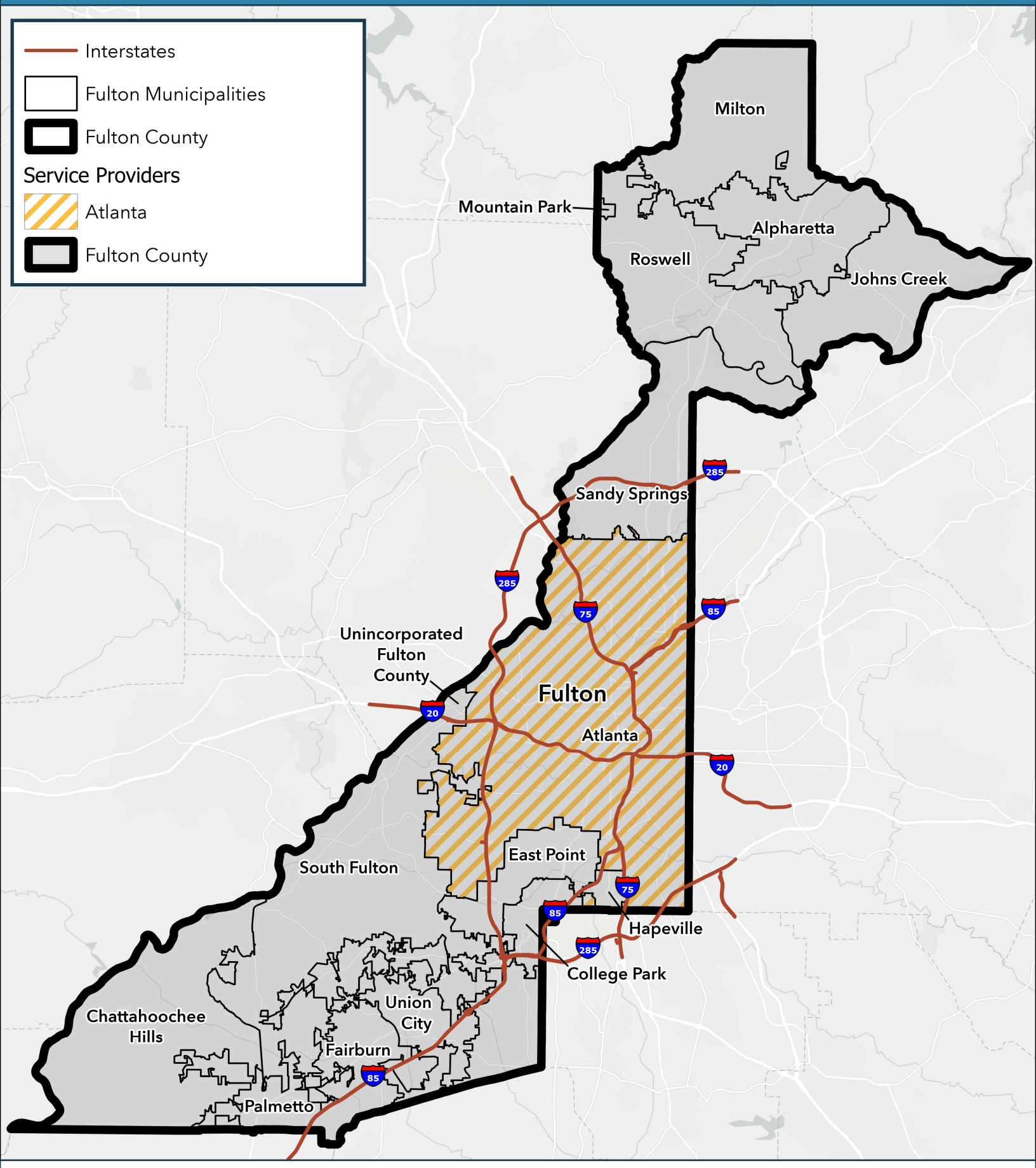
Not applicable

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

Fulton County - SDS 2026 Workforce Development Service Map



GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, we recommend reporting this to the Department of Community Affairs.

COUNTY: FULTON COUNTY	**Service: Yard Waste Collection**

1. Check ONLY ONE box that best describes the agreed upon delivery arrangement for this service:

a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the single government, authority or organization providing the service.):**Type Name of the single Government, Authority or Organization Here**

b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of the single Government, Authority or Organization Here**

c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Fulton County, Alpharetta, Atlanta, Chattahoochee Hills, South Fulton, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, Union City**

e.) ☐ Other (If this box is checked, **attach a legible map conforming to DCA Rules Chapter 110-12-9-.03 and the referenced "Technical Specifications for Data, Mapping, and Document Assembly" available on DCA's website**. AND, identify the government, authority, or other organization that will provide service within each service area: **Type Name of Government(s), Authority(ies), and/or Organization(s) Here**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☒ ***No***

☐ ***Yes*** (if "Yes," you must attach additional documentation as described, below)

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.



SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	*Funding Method*
Fulton County, Alpharetta, Atlanta	General Funds, Grants, Fees
Chattahoochee Hills, South Fulton	General Funds, Grants, Fees
College Park, East Point, Fairburn	General Funds, Grants, Fees
Hapeville, Johns Creek, Milton	General Funds, Grants, Fees
Mountain Park, Palmetto, Roswell	General Funds, Grants, Fees
Sandy Springs, Union City	General Funds, Grants, Fees

4. How will the strategy change the previous arrangements (e.g., funding, service provision, boundaries, service name change etc.) If anything has changed between the time the last SDS was verified by DCA and the current iteration, the nature of the change(s) must be explained here, and this service must be listed on Form 1 in Box IV.

Added cities since the last SDS submission

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service *(DCA recommends including copies of relevant IGAs and contracts noted below in the SDS document; however, DCA does not conduct a detailed review of these attached materials. Obvious inconsistencies may be noted, however, and may lead DCA to request revision the SDS.)*:

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

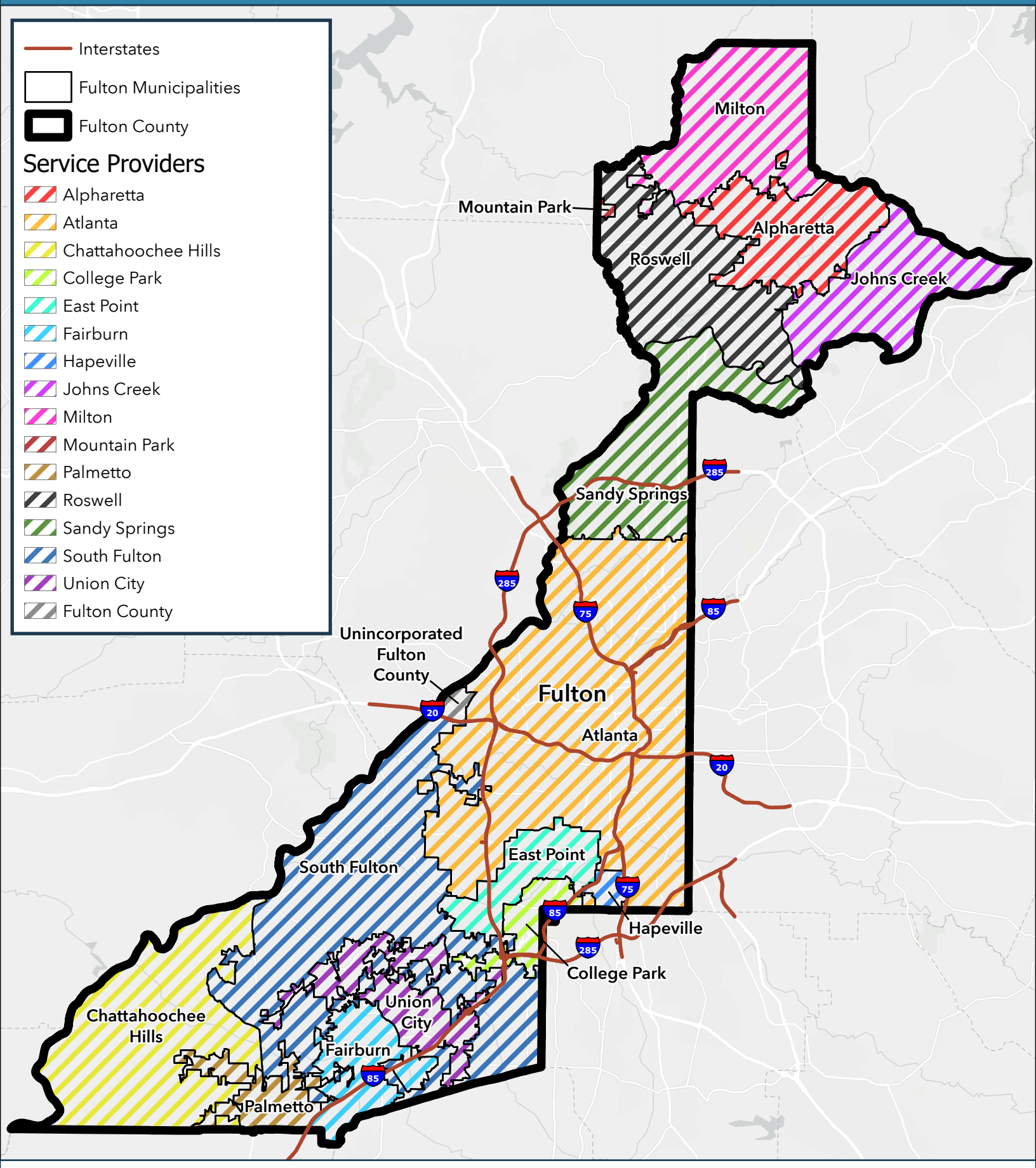
Not applicable

7. Person completing this form: **Michael Rowicki**
Phone number: **678-362-7457** Date this form was completed: September 1, 2026

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
DICK ANDERSON 404-612-8335; SHARON WHITMORE 404-612-7385

Fulton County - SDS 2026 Yard Waste Collection Service Map



GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FORM 3: Summary of Land Use Agreements

Instructions:

Answer each question below, attaching additional pages as necessary. If it has been ten or more years since this form was last updated or if any of the responses has changed in the interim since it was last verified by DCA, an updated FORM 3 will be required. If the contact person for this service (listed at the bottom of this page) changes, this should be reported to the Department of Community Affairs.

COUNTY: FULTON COUNTY

1. What incompatibilities or conflicts between the land use plans of local governments were identified in the process of developing the service delivery strategy?
NOT APPLICABLE

2. Check the boxes indicating how these incompatibilities or conflicts were addressed:

- ☐ Amendments to existing comprehensive plans
- ☐ Adoption of a joint comprehensive plan
- ☐ Other measures (amend zoning ordinances, add environmental regulations, etc.)

If "other measures" was checked, describe these measures:
NOT APPLICABLE

NOTE:

If the necessary plan amendments, regulations, ordinances, etc. have not yet been formally adopted, indicate when each of the affected local governments will adopt them.

3. What policies, procedures and/or processes have been established by local governments (and water and sewer authorities) to ensure that new extraterritorial water and sewer service will be consistent with all applicable land use plans and ordinances? NOT APPLICABLE

4. Person completing form: **Michael Rowicki , Strategy and Performance Managemente**

Phone number: **678-362-7457** Date this form was completed: 09/06/2026

5. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☐Yes ☒No

If not, provide designated contact person(s) and phone number(s) below:

DAVID CLARK, DIRECTOR OF PUBLIC WORKS, (404) 612-2804

GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FORM 4: Certifications

Instructions for full update:

This form must, at a minimum, be signed by the chief elected official of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2020 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2020 population of between 500 and 9,000 residing within the county. Cities with a population below 500 and local authorities providing services under the strategy are not required to sign this form, but are encouraged to do so. All population determinations must be based upon the most recently released decennial population figures published by the United States Census Bureau.

Instructions for amendment:

This form must, at minimum, be signed by the chief elected officials of the local governments affected by the service change(s) as described in the SDS amendment. See O.C.G.A. § 36-70-28(b1) for guidance.

Note: An improperly executed Form 4 will prevent DCA from verifying SDS compliance.

COUNTY: FULTON COUNTY

We, the undersigned authorized representatives of the jurisdictions listed below, certify that:

1. We have executed agreements for implementation of our service delivery strategy and the attached forms, maps, and attachments constitute our agreed upon strategy (O.C.G.A § 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. § 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. § 36-70-24 (20); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. § 36-70-24 (3)).
5. To the extent that this form is attached to an SDS Amendment and it is executed by fewer individuals than would be required for a full update of the SDS, this form has been executed by representatives of all of the local governments impacted by the amendment and, as such, executions from no other local governments are necessary to effectuate this amendment. (O.C.G.A. 36-70-28(b)).

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
FULTON COUNTY	Chairmain	Robb Pitts		
ALPHARETTA	Mayor	Jim Gilvin		

ATLANTA	Mayor	Andre Dickens		
CHATTAHOOCHEE HILLS	Mayor	Camille Lowe		
CITY OF SOUTH FULTON	Mayor	Carmalitha L. Gumbs		
COLLEGE PARK	Mayor	Bianca Motley Broom		
EAST POINT	Mayor	Keisha Chapman		
FAIRBURN	Mayor	Hattie Portis-Jones		
HAPEVILLE	Mayor	Alan Hallman		
JOHNS CREEK	Mayor	John Bradberry		
MILTON	Mayor	Peyton Jamison		

MOUNTAIN PARK	Mayor	Bill Kolbrener		
PALMETTO	Mayor	Teresa Thomas Smith		
ROSWELL	Mayor	Mary Robichaux		
SANDY SPRINGS	Mayor	Rusty Paul		
UNION CITY	Mayor	Vince R. Williams		