

STATE OF GEORGIA
COUNTY OF FULTON

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

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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 authority to function in Sandy Springs; and
2. It is in the best interest of Sandy Springs to create a public safety and judicial facilities authority for the purpose of creating and implementing a 9-1-1 emergency system jointly with Johns Creek to be known as the "Joint Public Safety and Judicial Facilities Authority for the Cities of Sandy Springs, Georgia and Johns Creek, Georgia;" and
3. 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
4. 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
5. 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
6. 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 6th day of January, 2009.

Approved:

Eva Galambos
Eva Galambos, Mayor

Attest:

Michael D. Casey
Michael D. Casey, Interim 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
JOINING 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)

**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:

<u>Amount</u>	<u>Responsible Party</u>
\$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
Eva Galambos, Mayor

ATTEST:
Tracy Dyl
City Clerk

(SEAL)

Approved as to form:

Wendell K. Willard
Wendell K. Willard, City Attorney

John McDonough
John McDonough, City Manager

CITY OF JOHNS CREEK, GEORGIA

Michael E. Bodker
Michael E. Bodker, Mayor

ATTEST:
Joan Jones
City Clerk

(SEAL)

Approved as to form:

William F. Riley
William F. Riley, City Attorney

John Kachmar
John Kachmar, City Manager

