



To: Honorable Mayor and City Council Members

From: Wendell K. Willard

Date: For Submission on the June 17, 2014 City Council Meeting Agenda

Item: Intergovernmental Agreement for the Provision of Animal Control Services between Fulton County, Georgia, and Sandy Springs, Georgia ("IGA")

City Attorney's Recommendation:

The City Attorney's Office recommends that Council approve the attached IGA and authorize its execution and that staff begin considering and investigating alternative solutions to animal control services for Sandy Springs.

Background and Discussion:

Animal control services have been provided to Sandy Springs through an intergovernmental agreement with Fulton County that terminates June 30, 2014. The above-referenced IGA is proposed by Fulton County to succeed the current agreement.

The proposed IGA, a copy of which is attached, has been modified from the current agreement. While the current agreement was has a one (1) year term, the proposed IGA will be effective for three (3) years (July 1, 2014 – June 30, 2013), unless sooner terminated upon sixty (60) days written notice by either party.

In addition, the proposed IGA calls for a cost to Sandy Springs based on the classification and location of calls received by the animal control services vendor with the payment amount determined by a new formula. The estimated share of total cost to Sandy Springs remains unchanged; however, the payment calculation reflects the new formula, as explained in the attached letter from Dwight Ferrell, Fulton County Manager, to John McDonough.

Attachments:

Proposed IGA
Letter from Dwight Ferrell to City Manager John McDonough

Alternatives:

Alternatives are limited due to current agreement termination date of June 30, 2014.

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF
ANIMAL CONTROL SERVICES
BETWEEN
FULTON COUNTY, GEORGIA
AND
_____, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), by and between Fulton County, Georgia ("County") and the City of _____, Georgia ("City") within Fulton County is entered into this _____ day of _____, 2014.

WHEREAS, Fulton County, Georgia is a constitutionally created political subdivision of the State of Georgia; and

WHEREAS, the Georgia Constitution, ARTICLE IX, Section 2, Paragraph 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 City desire to enter into an Intergovernmental Agreement for the County to respond to citizens' requests for animal control services twenty-four (24) hours per day within the corporate limits of the City; and

WHEREAS, there is a need to control rabies, investigate cruelty complaints, and investigate animal bites within the corporate limits of the City upon request of the City; and

WHEREAS, the County has the capacity to provide such services through a contract with an approved animal control services vendor; and

WHEREAS, the City wishes to purchase animal control services within its corporate limits and delegate response to animal control complaints by its citizens twenty-four (24) hours per day, such response to be made in accordance with the terms of the animal services contract; and

WHEREAS, the County wishes to provide such services to the City through a contract with an approved animal control services vendor under the direction and control of the County;

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1

PURPOSE AND INTENT

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.

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 services 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.

ARTICLE 2

TERM OF AGREEMENT

2.1 The term of this Agreement is for three (3) years commencing on July 1, 2014 and concluding on June 30, 2017. At the conclusion of this term, the City will be solely responsible for providing all animal control services within its boundaries, with the exception of state mandated rabies control response which the County will continue to provide. This Agreement may be extended for additional terms by mutual agreement approved by both governing bodies.

ARTICLE 3

COMPENSATION AND CONSIDERATION

3.1 During the first term of this agreement and each subsequent term thereafter, the cost to the City will be based on the classification and location of calls received by the animal control services vendor during the previous year with the payment amount determined by the following formula:

$$\text{Payment Amount} = Y (A+V+C+M)(C/TC)$$

Y = Percentage of response NOT related to state mandated county rabies control responses.

A = Annualized Contract Award Amount plus Indirect Cost (Applicable County Full Cost Plan)

C = Number of responses to requests for animal control service within the City or unincorporated Fulton County

TC = Total number of responses for each municipality and Fulton County

**Note-as outlined in "Attachment 1" the new formula includes costs for maintenance, vehicle replacement, and capital improvements.

The payment amount for each municipality to Fulton County and an example calculation is included (Attachment 1).

3.2 The City shall be responsible for paying fifty percent (50%) of the total compensation amount due under this Agreement at commencement of this Agreement. The commencement of the Agreement shall occur on the first day of the term of the Agreement. Upon commencement of the Agreement and prior to performing animal control services herein, the County will invoice the City in an amount that equals fifty percent (50%) of the total compensation due under the Agreement. The invoice will include compensation under the Agreement for six months of animal control services. Payment will be due within sixty (60) days of the invoice date and should be sent to the Fulton County Finance Department, Treasury Division, Suite 7001, 141 Pryor Street, SW, Atlanta, GA 30303. Failure to remit payment to Fulton County within sixty (60) days of the invoice date may result in suspension of services to the City until such time as the payment is received or termination of the Agreement.

ARTICLE 4

ANIMAL CONTROL SERVICES

4.1 The County agrees to contract with an animal control services vendor to provide animal control services within the County, including within the boundaries of the City.

4.2 The City recognizes the County will provide animal control services through a contract awarded to an independent animal control services vendor selected by the County Board of Commissioners.

4.3 The County and the City recognize that the City shall have the right to request of the County that it assign tasks to the animal control services vendor pursuant to this agreement. Supervision and the means by which tasks are accomplished shall be the responsibility of the County through the animal control services contract administrator.

ARTICLE 5

RECORD KEEPING AND REPORTING

5.1 The County agrees to provide the City with all reports stipulated in the animal control service vendor's contract and access to records the vendor is required to maintain in accordance with the vendor's contract.

ARTICLE 6

TERMINATION

6.1 The parties agree that the City may, upon sixty (60) days written notice to the County, terminate this agreement upon its determination it wishes to provide its own animal control services. The parties agree that the County may, upon sixty (60) days written notice to the City, terminate this agreement which would require the City to provide its own animal control services, except for state mandated rabies control.

ARTICLE 7

EVENT OF DEFAULT AND REMEDY

7.1 An event of default shall occur if the County fails to provide animal control services as stipulated in the current animal control service vendor's contract. The City shall be in default if the City fails to pay the initial fifty percent (50%) of the total contract amount or any subsequent payment due pursuant to Article 3 of this Agreement.

7.2 If the City fails to cure an Event of Default within thirty (30) days, then the city agrees that it will be responsible for providing its own animal control services at its own cost and expense and that any outstanding payments or amounts due to the County will constitute liquidated damages, and not a penalty, under this Agreement.

7.3 If the County defaults, the County agrees that the City may provide animal control services, as stipulated in the current animal control services vendor's contract, in any manner the City decides, with the County to bear all reasonable and necessary costs associated with the City providing those services during the Term of Agreement. Payment by the County to the City will be made within sixty (60) days of receipt of a City invoice.

7.4 If one or more Events of Default listed in this Article shall occur, the party suffering from the default shall provide written notice of default within thirty (30) days to the defaulting party. After receiving notice of default, the party in default shall have thirty (30) days to cure any default. If the default is not cured within thirty (30) days, the party that is not in default may terminate the Agreement.

ARTICLE 8

ENTIRE AGREEMENT

8.1 It is understood that the terms of this agreement include all of the agreements made by the County and the City without regard to any oral conversations which may have taken place prior to execution or subsequent thereto and that any changes shall be made in writing and agreed to by both parties.

ARTICLE 9

SEVERABILITY

9.1 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 the invalid portion of the provision were not part of the Agreement.

ARTICLE 10

NOTICES

10.1 Notices sent by mail will be deemed to be received upon deposit in the mail, properly addressed. Notices sent by certified or registered mail will be deemed to be received upon the date of the acknowledgement. Notices sent by facsimile will be deemed to be received upon successful transmission to the proper facsimile number. Notices delivered by hand-delivery will be deemed to be received upon acceptance by the respective party or its agent.

10.2 Either party may, at any time, change its respective address or facsimile number by sending written notice to the other party of the change.

10.3 For all notices to City the address will be as noted on the signature page for each respective city:

For all notices to County the address will be:
Fulton County
Office of the County Manager
141 Pryor Street
Atlanta, GA 30303

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

ATTEST:

John Eaves
Chair
Fulton County Board of Commissioners

Mark Massey
Clerk **SEAL**
Fulton County Board of Commissioners

Approved as to Form:

Approved as to Content:

Office of the Fulton County Attorney

Oliver R. Delk
Director, Animal Services

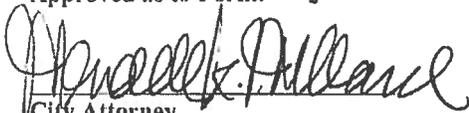
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CITY OF SANDY SPRINGS _____, GEORGIA

Rusty Paul
Mayor

Municipal Clerk SEAL

Approved as to Form: -



City Attorney

City Manager

Rusty Paul, Mayor
City of Sandy Springs
7840 Roswell Road, Building 500
Sandy Springs, Georgia 30350

Facsimile: (678) 242.2499
Attention: The Honorable Sandy Springs, Mayor

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ATTACHMENT 1

SAMPLE ONLY - Annual Animal Control Services Payment Amounts for Municipalities and Fulton County

Period July 1, 2014 - June 30, 2015

(Based on data for the period ending 6/30/14)

Payment Amount= $Y(A+V+C+M)(C/TC)$

A	Annualized contract amount	2400000
V	Vehicle replacement (total cost \$636,650 over 5 years)	127330
C	5-year capital improvement plan (total cost \$2,500,000 over 5 years)	500000
M	Annual maintenance cost	300000
	Total Annual Cost	3327330

Name of Jurisdiction	# of responses per jurisdiction	% of jurisdiction responses to total responses	Share of Total Cost	Six Month Payment
Alpharetta	533	1.92%	\$ 63,786.89	\$ 31,893.44
Atlanta	16504	59.36%	\$ 1,975,119.75	\$ 987,559.87
College Park	63	0.23%	\$ 7,539.54	\$ 3,769.77
East Point	1950	7.01%	\$ 233,366.67	\$ 116,683.33
Fairburn	435	1.56%	\$ 52,058.72	\$ 26,029.36
Hapeville	79	0.28%	\$ 9,454.34	\$ 4,727.17
Mountain Park	6	0.02%	\$ 718.05	\$ 359.03
Palmetto	223	0.80%	\$ 26,687.57	\$ 13,343.79
Sandy Springs	831	2.99%	\$ 99,450.10	\$ 49,725.05
Roswell	761	2.74%	\$ 91,072.84	\$ 45,536.42
Union City	919	3.31%	\$ 109,981.52	\$ 54,990.76
Johns Creek	517	1.86%	\$ 61,872.09	\$ 30,936.04
Milton	244	0.88%	\$ 29,200.75	\$ 14,600.38
South Fulton	4581	16.48%	\$ 548,232.16	\$ 274,116.08
Chattahoochee	157	0.56%	\$ 18,789.01	\$ 9,394.50

Total	27803	100.00%	\$ 3,327,330.00	\$ 1,663,665.00
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OFFICE OF THE FULTON COUNTY MANAGER
Fulton County Government Center
141 Pryor Street SW, Suite 10061
Atlanta, Georgia 30303



Dwight A. Ferrell
County Manager

telephone 404-612-8335
facsimile 404-893-1700
email dwight.ferrell@fultoncountyga.gov

May 22, 2014

City Manager John McDonough
City of Sandy Springs
7840 Roswell Road
Sandy Springs, GA 30350



Dear City Manager McDonough :

The new proposed Intergovernmental Agreement (IGA) and cost calculations for animal services beginning on July 1, 2014 are attached. This IGA will become effective upon approval by a majority vote of the Fulton County Board Commissioners and a duly-notice, public meeting.

In an effort to streamline the approval process which will allow the County to provide animal control services to your City over an extended period of time, we made a modification to the IGA. **The new IGA's will be effective for a three year period (7/1/2014 to 6/30/17).**

As stated in Article 3 of the IGA, during the first term of the IGA and each subsequent term thereafter, the cost to the City will be based on the classification and location of calls received by the animal control services vendor during the previous year with the payment amount determined by the following formula:

$$\text{Payment Amount} = Y (A+V+C+M)(C/TC)$$

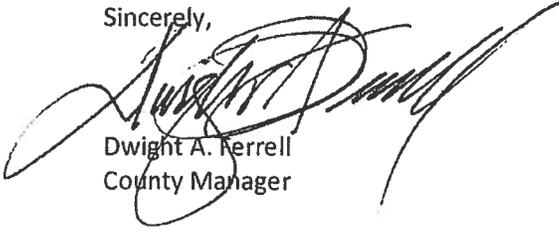
While the estimated share of total cost to your city remains unchanged, the example calculation of your payment attached to the letter and IGA now reflects this formula. As such, this example cost calculation includes the vehicle replacement over a total of 5 years, 5 year capital improvement plan and annual maintenance costs as part of the County's indirect cost/overhead included in "A," rather than breaking each indirect cost out separately, has been included as the appropriate attachment to the IGA. Again, this example calculation shows the same share of total cost for your city and simply clarifies the method for which such share was determined.

We are requesting that you sign and return two original copies by June 30, 2014 to the attention of: Oliver R. Delk, Director/Animal Services Administrator, 99 Jesse Hill Jr. Dr. Suite 403-B Atlanta, Georgia 30303.

IGA
May 22, 2014
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If you have any questions or concerns, please contact Oliver R. Delk, at 404-613-1216 or oliver.delk@fultoncountyga.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Dwight A. Ferrell", is written over the typed name and title.

Dwight A. Ferrell
County Manager

Attachments

Cc: R. David Ware, County Attorney
Mark Massey, Clerk to the Commission
Oliver R. Delk, Director/ Animal Services Administrator