



TO: Mayor and Council
FROM: John McDonough, City Manager
DATE: February 4, 2014
ITEM: Consideration of Approval to Purchase the Property Located at
4697 Wieuca Road (Sandy Springs Fire Station 4)

Recommendation:

The City Manager recommends that the Mayor and Council approve the purchase of the property located at 4697 Wieuca Road, lying within Land Lot 95 of the 17th District in Fulton County (the "Property"). The City Manager also requests that the Mayor and Council authorize him to enter into a Purchase and Sale Agreement for the Property.

Background:

The City of Sandy Springs currently leases the Wieuca Road Fire Station from the City of Atlanta, and operates Sandy Springs Fire Station 4 out of this location. In addition, pursuant to a Mutual Aid Agreement entered into between the two cities, the cities have been cooperating to provide fire and rescue services to the border areas in the vicinity of the station. The cities now agree that it is in the best interest of both cities for the City of Sandy Springs to purchase the Property. If the transaction takes place, the Mutual Aid Agreement will remain in effect and each city will continue to cooperatively provide fire and rescue services in the area.

The terms of the Purchase and Sale Agreement have been negotiated, however, the City of Atlanta desires to finalize the closing and acceptance dates after obtaining the approval of this transaction from the Mayor and Council of the City of Atlanta. Accordingly, the City Manager asks that he further be authorized to incorporate a reasonable inspection and closing schedule into the final approved agreement.

Alternatives:

The City of Sandy Spring could continue to lease from the City of Atlanta without purchasing the Property.

Financial Impact:

The property has been appraised at \$1,240,000.00, which is the amount that the City Manager recommends as the agreed to purchase price for the Property.



Requested Action:

Approval of Resolution authorizing the purchase of the Property and granting the City Manager to sign the Purchase and Sale Agreement and related documents to purchase the Property.

Attachments:

1. Purchase and Sale Agreement
2. Mutual Aid Agreement
3. Resolution

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (hereinafter "Agreement") is made and entered into as of the ___ day of _____, 2014, by and between the City of Atlanta, Georgia, a municipal corporation (hereinafter called "Seller"); and the City of Sandy Springs, Georgia, a municipal corporation, (hereinafter called "Purchaser").

WITNESSETH:

1. Purchaser hereby agrees to purchase and take from Seller, subject to and in accordance with all of the terms and conditions of this Agreement, the following property:

That certain parcel of land known as 4697 Wieuca Road, Atlanta, Georgia 30342, according to the current system of numbering in Sandy Springs, Fulton County, Georgia land lying and being in Land Lot 95, of the 17th District, of Fulton County and as more particularly described as set forth Exhibit B attached hereto, with such improvements as are located thereon, together with all lighting fixtures, attached thereto, all electrical, mechanical, plumbing, air conditioning, and any other systems or fixtures as are attached thereto, and all plants, trees and shrubbery now a part of the property (herein referred to as the "Property").

2. In addition to this Agreement, Seller and Purchaser have created a cooperative collaboration for the purpose of providing mutual aid to each other and to provide fire and rescue services to the citizens of Atlanta and Sandy Springs, Georgia. The terms of this collaboration have been set forth in an agreement dated November 20, 2008, authorized pursuant to Resolution 08-R-1788 adopted by the Atlanta City Council on October 6, 2008 and approved by the Mayor on October 14, 2008 and attached hereto as Exhibit A and incorporated herein by reference (the "Mutual Aid Agreement"). This Agreement does not supersede the Mutual Aid Agreement, and the Mutual Aid Agreement remains in full force and effect as provided therein.

3. Purchase Price, Method of Payment. The purchase price for the Property, hereinafter called the "Purchase Price," shall be **One Million Two Hundred Forty Thousand and 00/100 Dollars (\$1,240,000.00)**. The Purchase Price, after crediting the Earnest Money, and subject to the prorations and adjustments hereinafter described, shall be paid by Purchaser to Seller by wire transfer to an account designated by Seller or other payment medium acceptable to Seller on the Closing Date.

4. "As Is" Purchase. The Property is being sold in an "AS IS" condition and "WITH ALL FAULTS" as of the Date of this Agreement and Closing. Except as expressly set forth in this Agreement, no representation or warranties have been made or are made and no responsibility has been or is assumed by Seller or by any person, agent, employee, consultant, contractor or representative acting or purporting to act on behalf of Seller as to the condition of the Property or the value, or income potential thereof or as to the ability to have the Property rezoned from its current zoning designation to any other zoning designation, or as to any other fact or condition which has or might affect the Property or the condition, value, or income potential of the Property or any portion thereof. The parties agree that all understandings and agreements herein made between the them or their respective agents or representatives are merged into this Agreement and the Exhibits, which alone fully and completely express their agreement, and that this Agreement has been entered into after full investigation, or with parties satisfied with the opportunity afforded for investigation, neither party relying on upon statement or representation by the other unless such statement or

representations is specifically embodied in this Agreement or the Exhibits. To the extent that Seller has provided to Purchaser information from any report including but not limited to inspection, engineering or environmental reports concerning, Seller makes no representations or warranties with respect to the accuracy or completeness, methodology of preparation or otherwise concerning the contents of such reports. Purchaser acknowledges that Purchaser has sole responsibility to fully inspect the Property and investigate all matters relevant thereto and Purchaser shall rely solely upon the results of Purchaser's own inspections or other information obtained or otherwise available to Purchaser, rather than any information that may have been provided by Seller to Purchaser.

5. Earnest Money. Within five (5) days of the full execution of this Agreement, Purchaser shall pay to Andy Meyer, Myer Closings, LLC the sum of Ten Thousand and 00/100 Dollars (\$10,000.00) as an earnest money deposit. All earnest money deposits provided in this Paragraph 4 are herein called the "Earnest Money". On the Closing Date, the Earnest Money and any interest earned thereon shall be applied as part payment of the Purchase Price, in accordance with Paragraph 2 hereof. The Earnest Money shall otherwise be held and disbursed in accordance with the terms and provisions of this Agreement.

6. Closing.

(a) The closing of the sale of the Property (the "Closing") shall be held in Atlanta, Georgia and shall be consummated on or before _____ at City Hall, 68 Mitchell Street, SW, Atlanta, GA 30303, 4th Floor or at law offices of the closing attorney as mutually agreed upon by the parties.

(b) Ad valorem real estate taxes for the Property will not be prorated as of the Closing date.

(c) Purchaser shall pay all closing costs including the State of Georgia Transfer Tax, if any, and the recording costs on the deed of conveyance.

(d) At Closing, Seller shall deliver to Purchaser a duly executed Quit Claim Deed conveying the Property to Purchaser subject to the Matters of Title and the Restrictive Covenants, as detailed the Quit Claim Deed attached hereto as Exhibit C.

7. Prorations and Adjustments to Purchase Price. All prorations and adjustments to be made in conjunction with the Closing shall be made as of the Closing Date and shall be effected at Closing, except as otherwise provided and as further specified herein.

8. Title.

For the purposes of this Agreement, "good and marketable fee simple title" shall mean such title as is insurable by a title insurance company licensed to do business in Georgia, under its standard form of Georgia owner's policy of title insurance, at its standard rates, subject only to the following, hereinafter called the "Permitted Exceptions": (i) the standard exclusions therein; (ii) ad valorem taxes assessed against the Property not due and payable on or before the Closing Date; and (iii) all matters, if any, waived by Purchaser.

(a) Title Objections. Within thirty (30) days following the execution of this Agreement by all parties, Purchaser shall present Seller with any objections to free and clear title on the Property.

(b) Seller shall have until ten (10) days from the date of Purchaser's initial notice of objections in which to review such notice and, if Seller elects, in which to give Purchaser notice of any objections specified therein which Seller does not intend to attempt to cure or otherwise satisfy. If Seller gives Purchaser such notice with respect to any objection specified in Purchaser's initial notice of title objections, then Purchaser shall have the right, at Purchaser's option, to terminate this Agreement by giving written notice to Seller within ten (10) days after Seller's notice, in which event the Earnest Money shall promptly be refunded to Purchaser and all further rights and obligations of the Parties hereunder shall terminate (provided, however, that Seller shall retain One Hundred Dollars (\$100.00) of the Earnest Money as full and adequate consideration to Seller for this Agreement).

(c) The Parties agree that while the Mutual Aid Agreement remains in effect, Purchaser shall maintain and operate the Property as a Fire Station as provided in the Mutual Aid Agreement. Should Purchaser seek to sell the Property at anytime, Purchaser shall first offer Seller the Property. Seller shall have thirty (30) days following the date Purchaser first presents Seller such offer to negotiate an agreement for the purchase of the Property from Purchaser at market value.

8. Proceedings at Closing. On the Closing Date, the Closing shall take place as follows:

(a) Seller shall deliver to Purchaser the following documents and instruments, all in form and substance reasonably satisfactory to Purchaser and Seller, duly executed by or on behalf of Seller: (i) a quit claim deed conveying the Property; and (ii) such other documents as reasonably requested by the Purchaser or the closing attorney.

(b) Purchaser shall pay the Purchase Price to Seller in accordance with the provisions of this Agreement.

9. Costs of Closing. Purchaser shall pay the State of Georgia Realty Transfer Tax payable on the transfer of the Property and the Improvements. Purchaser shall pay all recording costs, the cost of all surveys contemplated herein, the premium for any owner's policy of title insurance issued in favor of Purchaser insuring Purchaser's title to the Property, and Purchaser's attorneys' fees. All other costs and expenses of the transaction contemplated hereby shall be borne by the Purchaser. Purchaser shall pay all costs associated with procuring any loans or mortgages on the property.

10. Title. Seller shall have, at closing, fee simple title to the Property, and Seller has the lawful right, power, authority and capacity to sell the Property in accordance with the terms, provisions and conditions of this Agreement.

11. Possession at Closing. Seller shall surrender possession of the Property to Purchaser on the Closing Date.

12. Remedies.

(a) If the purchase and sale of the Property contemplated hereby is not consummated in accordance with the terms and conditions of this Agreement due to circumstances or conditions which constitute a breach or default by Purchaser under this Agreement, Seller shall retain escrow money as full satisfaction and accord of any claims against Purchaser.

(b) If the purchase and sale of the Property contemplated hereby is not consummated in accordance with the terms and conditions of this Agreement due to circumstances or conditions which constitute a breach or default by Seller under this Agreement, Purchaser may exercise the following rights and remedies: (i) in the event of any default by Seller, Purchaser shall have the right to terminate this Agreement, the Earnest Money, including any interest earned, shall be promptly refunded to Purchaser and all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void. The inability of Seller to convey good and marketable fee simple title to the Property on the Closing Date shall not constitute a default by Seller under this subparagraph 12(b) of this Agreement unless such defect arises by reason of an affirmative act or omission to act of Seller.

13. Damage or Destruction. If any portion of Improvements on the Property are damaged or destroyed by casualty prior to Closing, Seller shall promptly commence and diligently prosecute to completion the repair of such damage, and the final Closing Date hereunder shall be extended by the number of days reasonably required to repair such damage. If any portion of the Improvements is damaged or destroyed by casualty prior to Closing and the purchase and sale of the Property contemplated by this Agreement is thereafter actually consummated: (i) the Purchase Price shall be reduced by the total of any insurance proceeds actually received by Seller with respect to such casualty and not expended by Seller prior to Closing for the repair or restoration of the Improvements; and (ii) at Closing, Seller shall assign to Purchaser all rights of Seller in and to any insurance proceeds payable thereafter by reason of such casualty.

14. Assignment. This Agreement may not be assigned by Purchaser, in whole or in part, without the prior written consent of Seller.

15. Parties. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, Purchaser and Seller and their respective legal representatives, successors and assigns.

16. Brokerage Commission; Disclosure. All negotiations relative to this Agreement and the purchase and sale of the Property as contemplated by and provided for in this Agreement have been conducted by and between Seller and Purchaser without the intervention of any person or other party as agent or broker.

17. Modification. This Agreement supersedes all prior discussions and agreements between Seller and Purchaser with respect to the purchase and sale of the Property and other matters contained herein, and this Agreement contains the sole and entire understanding between Seller and Purchaser with respect thereto. This Agreement shall not be modified or amended except by an instrument in writing signed by or on behalf of Seller and Purchaser.

18. Applicable Law. This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Georgia.

19. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

20. Time. Time is and shall be of the essence of this Agreement.

21. Captions. The captions and headings used in this Agreement are for convenience only and do not in any way restrict, modify or amplify the terms of this Agreement.

22. Exhibits. Each and every Exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each Exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

23. Notices. All notices, requests, demands, tenders and other communications hereunder shall be in writing. Any such notice, request, demand, tender or other communications shall be deemed to have been duly given if personally delivered or on the third business day after being deposited in the United States Mail, Certified Mail, Return Receipt Requested, with all postage prepaid, to the address for each party set forth below its execution hereof. Any party, by written notice to the others in the manner herein provided, may designate an address different from that set forth herein.

Seller: City of Atlanta, Georgia

Office of Enterprise Assets Management
68 Mitchell Street
Suite 1225
Atlanta, GA 30303

With a copy to:
City of Atlanta
City Attorney
68 Mitchell Street
Suite 4100
Atlanta, GA 30303

Purchaser: City of Sandy Springs, Georgia
7840 Roswell Road
Sandy Springs, GA 30350
Attn: John McDonough

With a copy to:
Wendell K. Willard and Cecil G. McLendon, Jr.
City of Sandy Springs, Georgia
7840 Roswell Road
Sandy Springs, Georgia 30350

Escrow Agent Andy Meyer
Meyer Closings, LLC
One Premier Plaza
5605 Glenridge Drive
Suite 800

24. Survival. Except as otherwise specified in this Agreement, all conditions or stipulations shall merge with the closing herein.

25. Miscellaneous. If the final date for any period provided for herein for the performance of any obligation or for the taking of any action falls on Saturday, Sunday, or banking holiday, then the time of the period shall be deemed extended to the next day which is not a Saturday, Sunday, or banking holiday.

26. Special Stipulations. The following Special Stipulations, if conflicting with any exhibit, addendum, or preceding paragraph of this Agreement, (including any changes made thereto by the parties), shall control:

(a) Seller acknowledges that Purchaser's obligation to purchase shall be conditioned upon the receipt of Phase One and, if required, Phase Two Environmental assessment of the Property acceptable to the Purchaser in Purchaser's sole discretion. In the event that the required assessments are not completed prior to the Closing Date, Purchaser may at its option extend the Closing Date and additional sixty (60) days so long as Purchaser is diligently pursuing completion of such assessment. Should Purchaser determine that the environmental condition of the Property is unacceptable based upon the assessments, Purchaser may terminate the Purchase and Sale Agreement and be refunded the entirety of the Earnest Money deposit, less \$25, provided Purchaser informs Seller of its intent to terminate the agreement in writing. The parties agree that upon execution of this Agreement, the Purchaser may enter upon the Property for the purposes of conducting the required environmental assessments.

(b) Except as set forth in Special Stipulations (a) and (b) above, Seller shall allow Purchaser sixty (60) days from the execution of this Agreement to inspect the Property and conduct its due diligence. Should Purchaser in its sole discretion deem the property unfit for its use prior to the expiration of the sixty (60) day inspection period, Purchaser may terminate this Agreement and be refunded the entirety of the Earnest Money deposit including any interest earned, less \$25, provided Purchaser informs Seller of its intent to terminate the Agreement in writing.

(c) Seller acknowledges that the Purchaser's obligations shall be conditioned upon the City Council of Sandy Springs, Georgia's approval of this Agreement.

(a) Sellers shall provide Purchaser all information in their possession regarding the Property including any surveys, environmental reports or studies, Leases, or other documents regarding the Property within five (5) business days of the execution of this Agreement.

27. Time for Acceptance. This Agreement shall be regarded as an offer made by the Purchaser on _____ to the Seller and is open for acceptance by the Seller on or before 5:00 p.m. Eastern Daylight Savings Time on _____. The only manner of acceptance binding upon the Purchaser shall be the execution of this Agreement by the Seller and receipt by the Purchaser of one executed copy on or before 5:00 p.m. on _____.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed and sealed by their duly authorized representatives, all as of the day and year first above written.

SELLER:

THE CITY OF ATLANTA,
a Georgia municipal corporation

ATTEST:

Municipal Clerk (Seal)

KASIM REED, MAYOR

RECOMMENDED:

Chief Operating Officer

APPROVED AS TO FORM:

APPROVED:

Senior Assistant City Attorney

Chief Procurement Officer

PURCHASER:

THE CITY OF SANDY SPRINGS, GEORGIA
a Municipal Corporation of the State of Georgia

EVA GALAMBOS, MAYOR

ATTEST:

Michael Casey, City Clerk

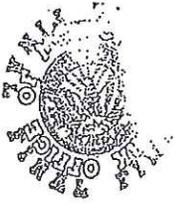
(Seal)

APPROVED AS TO FORM:

Wendell Willard, City Attorney

EXHIBIT "B"
LEGAL DESCRIPTION

EXHIBIT "C"
QUIT CLAIM DEED



Agreement of Mutual Aid and Automatic Response

This agreement is made and entered into this 27th day of November by and between the City of Sandy Springs, a political subdivision of the state of Georgia, acting by and through its duly elected city council, and the City of Atlanta, Georgia, organized and existing under the laws of the State of Georgia, acting by and through its duly elected city officials.

WITNESSETH:

WHEREAS, the City of Sandy Springs, Georgia and the City of Atlanta, Georgia are contiguous; and

WHEREAS, the City of Sandy Springs and the City of Atlanta, Georgia each maintain and staff a fire department for the purpose of fire suppression, protection, prevention, emergency medical, other emergency services, and

WHEREAS, the City of Sandy Springs and the City of Atlanta, Georgia have determined that it is to the mutual advantage and benefit of each of the parties hereto that they render supplemental fire suppression, protection, prevention and emergency medical to the other party in the event of fire or other local emergency, and to take part in the joint training exercises, and,

WHEREAS it is the desire of the signatories hereto to enter into this agreement for mutual and first response, pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section II, Paragraph 3.

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

ARTICLE I - FIRST RESPONSE AUTOMATIC AID

Paragraph 1.0 The parties shall establish a mutually beneficial response district within and up to certain feasible boundary limits as designated and agreed upon by the City of Sandy Springs Fire Chief and the City of Atlanta Fire Chief and attached and incorporated hereto as Addendum A and hereinafter referred to as "response district".

Paragraph 1.1 In the event of any fire, rescue, disturbance, or other fire related local emergency occurs in the response district, the City of Sandy Springs and the City of Atlanta shall furnish such fire suppression, prevention, protection, and rescue services as may be reasonable required to cope with such emergency, as part of the first response assignment, subject to the limitations hereinafter set forth in this agreement.

ARTICLE II - MUTUAL AID

Paragraph 2.0 The level of first response automatic aid and secondary mutual aid shall be extended to a level agreed upon by the City of Sandy Springs Fire Chief and the City of



Atlanta Fire Chief as described in Addendum B attached hereto and by this reference incorporated herein. The party furnishing aid shall determine the actual amount of equipment and staff it will extend in each instance of emergency based on the available personnel and equipment and of local conditions at the time of the emergency.

Paragraph 2.1 It is expressly understood that the aid actually furnished may be recalled at the sole discretion of the Fire Chief or Commissioner/ Director of Public Safety of Public Safety of the furnishing jurisdiction if circumstances warrant.

Paragraph 2.2 It is further agreed that the parties will participate in joint training exercises in order to insure basic standardization of operations and philosophy, to the extent necessary as determined and agreed upon by the Fire Chiefs for each party.

ARTICLE III- SUPERVISION

Paragraph 3.0 The furnishing jurisdiction shall not furnish a Battalion Chief or Assistant Chief unless the jurisdiction receiving the aid does not have a Battalion Chief or Assistant Chief available and a specific request for a Battalion Chief or Assistant Chief is made at time that the request for aid is made.

Paragraph 3.1 If a Battalion Chief or Assistant Chief is requested, then that officer is expected to coordinate and give the general directions as to the work to be done. This officer is expected to be in command until properly relieved by the jurisdiction receiving aid.

Paragraph 3.2 Personnel who are furnished will work as far as possible under their own supervisors and with their own equipment except as provided in Paragraph 3.1.

Paragraph 3.3 All general direction relative to the work will be given by the appropriate officers of the jurisdiction receiving the aid except as provided in Paragraph 3.1.

Paragraph 3.4 The receiving jurisdiction will be responsible for providing gasoline, diesel fuel, oil and other material as needed for use of equipment at the scene of the emergency or payment upon receipt of invoice after the emergency.

ARTICLE IV-LIABILITY

Paragraph 4.0 There should be no liability imposed on any party or its personnel for failure to respond for the purpose of extinguishing or controlling fire or other immediate response emergency.

Paragraph 4.1 Every employee shall be deemed to be the employee and agent of his regular employer, and under no circumstance shall any employee be deemed to be an employee or agent of any entity other than his regular employer.

Paragraph 4.2 All repairs of damages to any equipment or apparatus shall be done by the owner jurisdiction.



ARTICLE V-COMPENSATION

Paragraph 5.0 No party under this agreement will be required to pay any compensation to the other party under this agreement for services rendered pursuant to this agreement.

Paragraph 5.1 The mutual advantage and protection afforded by this agreement is considered adequate compensation to both parties.

Paragraph 5.2 Each party to this agreement shall comply with workers compensation laws of the State of Georgia without any cost to the other party.

Paragraph 5.3. Each party shall pay its own personnel without cost to the other party except as to the provision of fuels and other material for use of equipment at the scene of the emergency pursuant to Paragraph 3.4 above.

ARTICLE VI-RELEASE OF CLAIMS

Paragraph 6.0 Each of the parties agree to release the other party from any and all liabilities, claims, judgment, cost or demands for damage to that party's property whether directly existing or indirectly arising out of the use of any vehicle, equipment or apparatus being used by the other party during the provision of service pursuant to this agreement.

ARTICLE VII-INJURIES TO PERSONNEL

Paragraph 7.0 Any damage or other compensation which is required to be paid to any fire employee by reason of their injury occurring while their services are being utilized pursuant to this agreement shall be the sole liability and responsibility of the party regularly employing that person.

ARTICLE VIII-INJURIES TO PERSONNEL

Paragraph 8.0 This agreement shall not be construed as, or deemed to be, an agreement for the benefit of the third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

ARTICLE IX-TERM OF AGREEMENT

Paragraph 9.0 This agreement shall commence on the date of its entry on the Minutes of the _____ of the _____ City Council in open meeting and spread on the Minutes of the governing body of Atlanta, Georgia and shall continue until December 31. This agreement shall automatically be renewed by the parties on January 1st, and each year thereafter on January 1st unless and until such time as written notices of termination or modification is received by either party within ninety (90) days of the expiration



the term of this agreement on December 31st.

Paragraph 9.1 Nothing in this Article shall preclude termination pursuant to Article 15.

ARTICLE X-DISPATCHING OF ALARM

Paragraph 10.0 The dispatcher of the party having control will dispatch the departments' pre-assigned apparatus first.

Paragraph 10.1 The dispatcher will then contact the Chief-in-charge or his/her designee for the Fire Department providing automatic aid and inform them to dispatch the agreed upon AUTOMATIC AID apparatus to the alarm.

Paragraph 10.2 When dispatching apparatus to a location involving AUTOMATIC AID, each party's dispatcher will announce that AUTOMATIC AID is responding. This will enable the officer in charge of the assignment to know precisely what equipment the officer can expect to arrive on the scene.

ARTICLE XI-FIRE SCENE COMMUNICATIONS

Paragraph 11.0 The officer in charge of the jurisdiction having control shall provide specific instructions to the AUTOMATIC AID officer arriving on the emergency scene unless and until a more sophisticated fire scene communications system can be provided for the automatic aid system.

Paragraph 11.1 Whenever possible, the officer in charge of the emergency should provide the AUTOMATIC AID officer with a portable radio for use during the emergency.

Paragraph 11.2 Upon arriving on the scene, the AUTOMATIC AID officer shall keep his department informed of his status. If it appears the automatic aid equipment will be needed on the scene for an extended period of time, the AUTOMATIC AID officer should so advise his dispatcher. This will allow the department providing automatic aid to better prepare for covering this company's territory while it is committed to the AUTOMATIC AID assignment.

ARTICLE XII-MOVE UP OF EQUIPMENT

Paragraph 12.0 Each party agrees and acknowledges that it will be the responsibility of each party to provide the backup coverage necessary of their department.

ARTICLE XIII-ADMINISTRATION

Paragraph 13.0 It is agreed by each of the parties that for the purpose of liaison and administration, the City of Sandy Springs Fire Chief and the City of Atlanta Fire Chief shall be jointly responsible.



ARTICLE XIV-ENTIRE AGREEMENT

Paragraph 14.0 This agreement shall constitute 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 City of Sandy Springs, acting by and through its Mayor and City Council, and the City of Atlanta, acting by and through its Mayor and City Council.

Paragraph 14.1 This agreement shall be the sole instrument for the provision of an emergency fire service between parties hereto.

ARTICLE XV-TERMINATION

Paragraph 15.0 Either party to this agreement may terminate the agreement by giving not less than ninety (90) days written notice to the other party and upon the running of ninety (90) days from such written notice, this agreement shall be terminated.

ARTICLE XVI-SEVERABILITY OF TERMS

Paragraph 16.0. In the event any part or provision of this agreement is held to be invalid, the remainder of this agreement shall not be affected thereby and shall continue in full force and effect.

ARTICLE XVII-GOVERNING LAW

Paragraph 17.0. This agreement shall govern in all respects as to the validity, construction, capacity, or otherwise by the laws of the State of Georgia.

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08-R-1788
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AN RESOLUTION BY:

PUBLIC SAFETY AND LEGAL
 ADMINISTRATION COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR
 OR HER DESIGNEE TO ENTER INTO AND
 EXECUTE AN MUTUAL AID AND AUTOMATIC
 AID AGREEMENT WITH THE CITY OF
 SANDY SPRINGS TO PROVIDE MUTUAL AID
 AND ASSISTANCE BETWEEN THE ATLANTA
 FIRE RESCUE DEPARTMENT AND THE
 SANDY SPRINGS FIRE DEPARTMENT
 AND FOR OTHER PURPOSES.

ADOPTED BY

OCT 06 2008

COUNCIL

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1st ADOPT 2nd READ & REFER
- PERSONAL PAPER REFER

Date Referred

Referred To:

Date Referred

Referred To:

Date Referred

Referred To:

First Reading

Committee Public Safety & Legal Admin
 Date 9/30/08
 Chair Gico Winslow
 Referred To _____

PSLA Committee
 Date 9/30/08
 Chair [Signature]
 Action Fav, Adv, Hold (see rev. side)
 Other _____
 Members [Signatures]
 Refer To _____

Committee _____
 Date _____
 Chair _____
 Action _____
 Fav, Adv, Hold (see rev. side) _____
 Other _____
 Members _____
 Refer To _____

Committee _____
 Date _____
 Chair _____
 Action _____
 Fav, Adv, Hold (see rev. side) _____
 Other _____
 Members _____
 Refer To _____

Committee _____
 Date _____
 Chair _____
 Action _____
 Fav, Adv, Hold (see rev. side) _____
 Other _____
 Members _____
 Refer To _____

FINAL COUNCIL ACTION
 2nd 1st & 2nd 3rd
 Readings
 Consent V Vote RC Vote

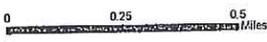
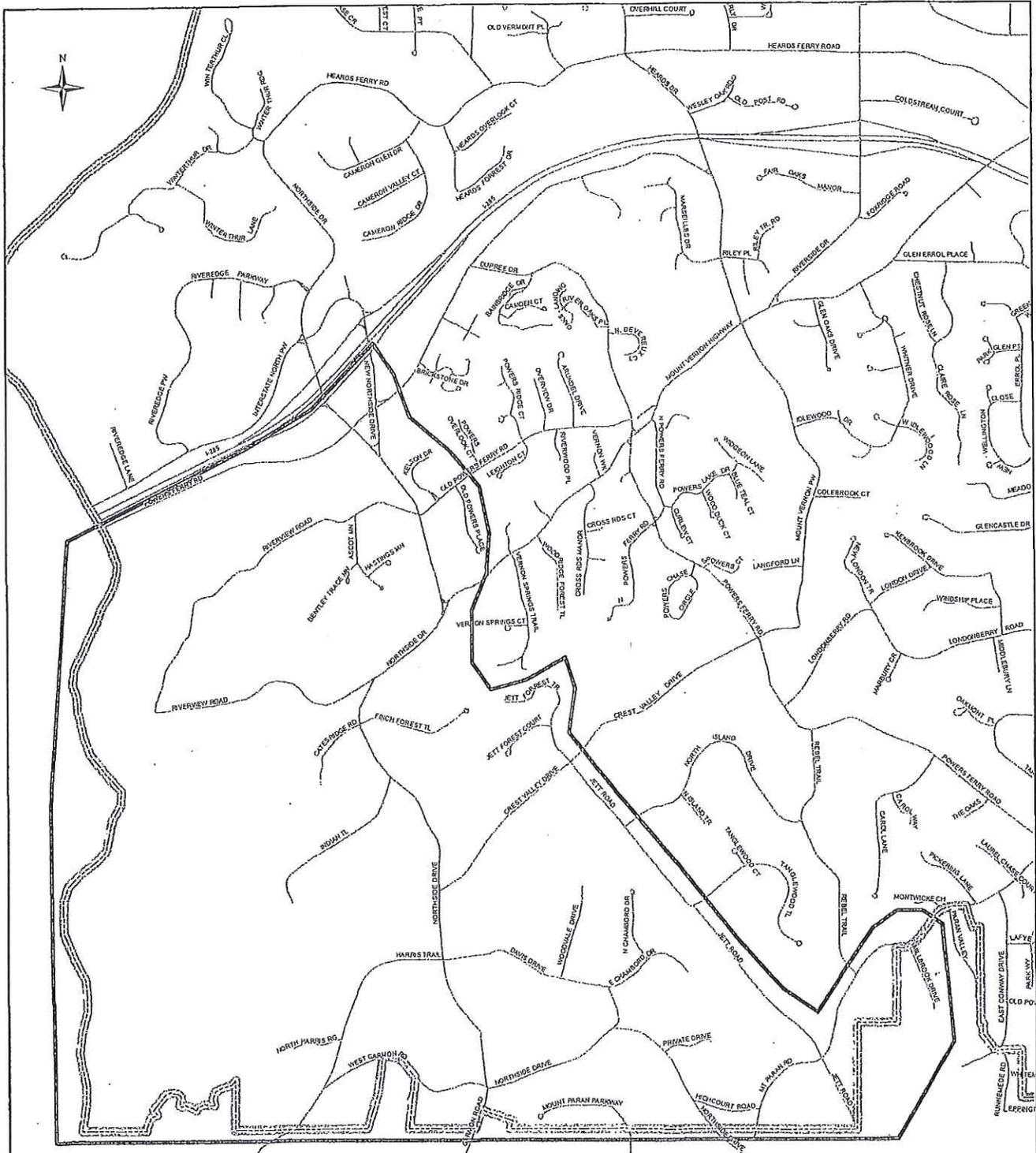
CERTIFIED
 OCT 06 2008
 ATLANTA COUNCIL PRESIDENT
[Signature]

CERTIFIED
 OCT 06 2008
 Rhonda Douglas Johnson
 MUNICIPAL CLERK

APPROVED ACTION
 OCT 14 2008
[Signature]
 MAYOR

ADDENDUM A

Automatic Aid Response Area Atlanta Fire Station #27



Legend

 Extent of Response of Atlanta Fire Station #27 in Sandy Springs

This map has been prepared from the most reliable maps available from the City of Sandy Springs, Georgia. The City of Sandy Springs is not responsible for any errors or omissions in this map. The City of Sandy Springs is not responsible for any errors or omissions in this map. The City of Sandy Springs is not responsible for any errors or omissions in this map.

ADDENDUM B

Automatic/Mutual Aid Atlanta Station 27

Subject to the terms and conditions as set forth in the Agreement, unless specific numbers and types of apparatus are requested, the following apparatus shall be dispatched:

ALL CALLS

1 - Type engines (3 personnel)

STATE OF GEORGIA
CITY OF SANDY SPRINGS

RESOLUTION NO: 2008-11-58

A RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO ENTER INTO AND EXECUTE A MUTUAL AID AND AUTHOMATIC AID AGREEMENT WITH THE CITY OF ATLANTA TO PROVIDE MUTUAL AID ASSISTANCE BETWEEN THE SANDY SPRINGS FIRE RESCUE DEPARTMENT AND THE ATLANTA FIRE DEPARTMENT AND FOR OTHER PURPOSES

WHEREAS, the City of Sandy Springs, Georgia and the City of Atlanta, Georgia are contiguous and

WHEREAS, the City of Sandy Springs and the City of Atlanta, Georgia each maintain and staff a fire department for the purpose of fire suppression, protection, prevention, emergency medical, other emergency services and

WHEREAS, the City of Sandy Springs and the City of Atlanta, Georgia have determined that it is to the mutual advantage and benefit of each of the parties hereto that they render supplemental fire suppression, protection, prevention and emergency medical to the other party in the event of fire or other local emergency, and to take a part in the joint training exercises; and

WHEREAS, it is the desire of the signatories hereto to enter into this agreement for mutual and first response, pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section II, Paragraph 3; and

WHEREAS, Section 36-69-1, et. Seq. of the Official Code of Georgia authorizes extraterritorial cooperation and assistance to local law enforcement agencies and fire departments; and

WHEREAS, the Mayor and Council of the City of Sandy Springs have determined it to be in the best interest of the citizens of Sandy Springs to provide for their mutual aid and protection in local emergencies by entering into a mutual aid agreement with the City of Atlanta;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Sandy Springs, Georgia, and it is hereby resolved by the authority of same as follows:

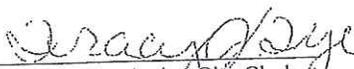
Section 1: The Mayor or her designee is hereby authorized to execute on behalf of the City of Sandy Springs, Georgia, that intergovernmental Agreement entitled, "AGREEMENT OF MUTUAL AID AND AUTOMATIC AID," in substantial form to that document attached as Exhibit "A" hereto for the mutual provision of fire and support services between the fire departments of the City of Sandy Springs and City of Atlanta, said agreement to become effective upon approval by Council and execution by the Mayor

RESOLVED this 4th day of November, 2008.

Approved:


Eva Galambos, Mayor

Attest:


Tracy J. Tye, Acting City Clerk
(Seal)



Agreement of Mutual Aid and Automatic Response

This agreement entered into this 20th day of November
by and between the City of Sandy Springs and City of Atlanta.

CITY OF SANDY SPRINGS

By: Eva Galambos

Name: Eva Galambos

Title: Mayor

Attest: Tracy Tye

Name: Tracy Tye

Title: Acting City Clerk

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO APPROVE THE PURCHASE OF 4697 WIEUCA ROAD,
PROPERTY LOCATED IN LAND LOT 95 OF THE 17TH DISTRICT,
FULTON COUNTY, CITY OF SANDY SPRINGS, GEORGIA**

WHEREAS, the City currently leases the property located at 4697 Wieuca Road, tax parcel 17-0095-000-31195, in Land Lot 95 of the 17th District, Fulton County, Georgia, and more particularly described as set forth in the Purchase and Sale Agreement attached hereto, from the City of Atlanta (“Atlanta”); and

WHEREAS, The City operates Sandy Springs First Station 4 out of this location, and provides fire and rescue services to the border areas between the City and Atlanta, pursuant to a Mutual Aid Agreement dated November 20, 2008 between the parties (the “Mutual Aid Agreement”);

WHEREAS, the City and Atlanta have now agreed that it is in the best interest of both cities for the City to purchase the Property;

WHEREAS, upon the closing of this transaction, the Mutual Aid Agreement will remain in effect, and the City will continue to provide fire and rescue services to Atlanta citizens pursuant to the Mutual Aid Agreement;

WHEREAS, the City and Atlanta have in good faith agreed upon a purchase price of One Million Two Hundred Forty Thousand and 00/100 Dollars (\$1,240,000.00); and

WHEREAS, the Mayor and Council has considered the land acquisition and determined that it is in the City’s best interest.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL FOR THE CITY OF SANDY SPRINGS, GEORGIA:

That the City of Sandy Springs Mayor and City Council approve the Purchase of the property located at 4697 Wieuca Road, in land Lot 95 of the 17th District, Fulton County, Georgia, from the City of Atlanta as set forth in the exhibits attached hereto, and authorize the City Manager to finalize negotiations and enter into a Purchase and Sale Agreement as approved by the City Attorney in a form substantially similar to the attached Exhibit “A”, and execute all documents required to close this transaction.

SO RESOLVED AND APPROVED this _____ day of February, 2014.

Russell K. Paul, Mayor

Attest:

Michael Casey, City Clerk
(Seal)