



CITY COUNCIL AGENDA ITEM

TO: Mayor & City Council

DATE: November 26, 2013

FROM: John McDonough, City Manager

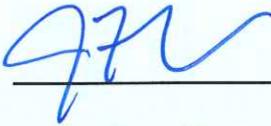
AGENDA ITEM: Intergovernmental Agreement By and Among the Cities of Alpharetta, Johns Creek, Milton, Roswell and Sandy Springs for Sharing Jail Operating Expenses

MEETING DATE: For Submission onto the December 3, 2013, City Council Regular Meeting Agenda

BACKGROUND INFORMATION: (Attach additional pages if necessary)

See attached:

Memorandum
Intergovernmental Agreement

APPROVAL BY CITY MANAGER:  APPROVED

PLACED ON AGENDA FOR: 12-3-2013

CITY ATTORNEY APPROVAL REQUIRED: () YES () NO

CITY ATTORNEY APPROVAL: 

REMARKS:

SANDY SPRINGS POLICE

SANDY SPRINGS POLICE DEPARTMENT

7840 ROSWELL RD | SUITE 301 | SANDY SPRINGS, GA 30350

PHONE 770-551-6900 | WEB SANDYSPRINGSPOLICE.ORG

To: Finance

From:  Captain B. Cain

Date: 11/12/2013

RE: Jail Management System

The City of Alpharetta has taken the lead in an attempt to get all five cities that share the Alpharetta Jail (Alpharetta, Johns Creek, Milton, Roswell, and Sandy Springs) to collaboratively fund a new jail management system for the Fulton County Sheriff's Office side of jail intake. The system would allow for automatic fingerprinting and would tie in directly to our OSSI Operating System that we currently maintain. The county does not have the funds to finance the system, and we are losing or otherwise having to track down data after the arrest, to assist in on-going investigations.

The initial cost is estimated not to exceed \$90,000.00. The average costs for annual up-keep of the system thereafter are estimated to cost approximately \$25,000.00. The City of Alpharetta currently funds the up-keep of the building and has offered to do so in the future, per their agreement with Fulton County. They are simply asking for help in funding this records management system for prisoners booked into the jail.

The formula that is in the attached form was completed by subjects unknown in the past, but never acted upon. It is supposed to be based on city population. Any deviation and/or suggestions for changes would be greatly appreciated. The formula as is, with amounts listed above would put Sandy Springs costs at \$24,300 initially, and then \$6,750 annually. The exact yearly costs for operating expenses would be provided in detail by the City of Alpharetta.

INTERGOVERNMENTAL AGREEMENT BY AND AMONG THE CITIES OF
ALPHARETTA, JOHNS CREEK, MILTON, ROSWELL AND SANDY SPRINGS FOR
SHARING JAIL OPERATING EXPENSES .

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into this _____ day of _____, 2013 by and among the Cities of Alpharetta, Johns Creek, Milton, Roswell and Sandy Springs, Georgia (collectively referred to herein as the "Participating Cities").

WITNESSETH:

WHEREAS, the City of Alpharetta ("Alpharetta") has leased its detention facility located at 2565 Old Milton Parkway (the "Jail") to the Fulton County Sheriff's Office (the "Sheriff's Office"); and

WHEREAS, the Sheriff's Office, with the consent of Alpharetta, intends to provide detention services to the Participating Cities; and

WHEREAS, providing such services incurs expenses ("Expenses"); and

WHEREAS, the Participating Cities have agreed to share such Expenses; and

WHEREAS, the Participating Cities have the authority to enter into this Agreement pursuant to Article IX, Section 111, Paragraph 1(a) of the Constitution of the State of Georgia and O.C.G.A. §36-34-2(5).

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

ARTICLE 1

PURPOSE AND INTENT

The primary purpose of this Agreement is to establish the intent of the Participating Cities to jointly fund the acquisition and installation of a jail management system (the "System") and to provide for System maintenance and facility operating expenses for the life of this Agreement. The Participating Cities also may agree from time to time to jointly

fund other projects to support the detention facility and services.

ARTICLE 2
ADMINISTRATOR

It is in the mutual interest of the Participating Cities to designate Alpharetta as the Administrator for the Agreement. As Administrator, it is Alpharetta's responsibility to work with the Sheriff's Office to document Expenses and to bill the Participating Cities for their respective shares, as defined in Article 4.

ARTICLE 3
COSTS AND ALLOCATIONS

Costs included in this Agreement (the "Costs") include the purchase and installation of all hardware and software needed to meet the functional requirements of the System, training in its use, and other reasonable start-up costs approved by the Administrator. The initial Costs shall not exceed \$90,000.00 without the consent of the Participating Cities. Thereafter, Costs include all required or reasonable expenses of maintaining the System through the life of the Agreement including, but not limited to, hardware and software replacement, and supplies such as paper, printing cartridges, and fingerprint materials. Costs also include normal facility operating expenses including, but not limited to, supplies, utilities and repair and maintenance.

Costs will be shared by the Participating Cities on the following basis:

Alpharetta	17%
Johns Creek	22%
Milton	9%
Roswell	25%
Sandy Springs	27%

ARTICLE 4
BILLING AND REPORTING

Participating Cities will be billed by the Administrator for their pro rata shares of the Costs within 60 days of successful System implementation, as determined by the Administrator, and in July of every year thereafter for the life of the Agreement. Such bills will include all Costs incurred during the twelve months ended June 30 of that year not already paid, and will be accompanied by an itemized accounting of such Costs. Bills will be payable within thirty (30) days of receipt.

ARTICLE 5

TERM OF AGREEMENT AND PROVISIONS FOR WITHDRAWAL

This Agreement shall commence upon execution by all parties to the Agreement and shall continue in effect until June 30, 2017. Any Participating City may withdraw from the Agreement as of July 1 of any year by providing written notice to the Administrator by April 1 of the same year, provided that the withdrawing city's liability for the period ending June 30 will not be reduced. In the event notice is received by the Administrator of any Participating City's intent to withdraw the Administrator will provide prompt notice to all other Participating Cities, along with a revised pro ration of Costs among the remaining cities. Participating Cities will have forty-five (45) days from the date of this notice to either accept the new Cost schedule or withdraw from the Agreement. Withdrawal of two or more Participating Cities will terminate the Agreement.

ARTICLE 6

ADDITIONAL PROJECTS AND SHARED COSTS

The Participating Cities may agree from time to time to fund additional projects or expenses to facilitate the support of the detention facility. The costs shall be allocated as provided in Article 3. Each City shall follow its own approval processes for authorizing their funding commitments for such projects and expenses.

ARTICLE 7

ALPHARETTA'S INTERGOVERNMENTAL AGREEMENT WITH FULTON COUNTY

The Participating Cities acknowledge that the City of Alpharetta is a party to an Intergovernmental Agreement with Fulton County regarding the leasing and operation of the City's detention facility. The Cities agree that they shall not interfere in Alpharetta's performance of that Intergovernmental Agreement or take any action that could cause a default or violation of such Agreement.

ARTICLE 8

NON-ASSIGNABILITY

None of the Participating Cities shall assign any of the obligations or benefits of this Agreement without the mutual written consent by resolutions of the councils of all Participating Cities.

ARTICLE 9

ENTIRE AGREEMENT

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

ARTICLE 10

AMENDMENT

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

ARTICLE 11

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 12
BINDING EFFECT

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

ARTICLE 13
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 14
GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Georgia and proper venue for any actions arising out of this Agreement shall be in the Superior Court of Fulton County.

ARTICLE 15
NOTICE

Any notice required by this Agreement may be given by a Participating City or its attorney, or its Agent herein named, and shall be given at the following addresses:

If to the City of Alpharetta:

With a copy to:

C. Sam Thomas, City Attorney
Bovis, Kyle & Burch, LLC
200 Ashford Center North
Suite 500
Atlanta, Georgia 30338-2668

If to the City of Johns Creek:

With a copy to:

William F. Riley, Jr.
City Attorney
12000 Findley Road
Suite 400
Johns Creek, Georgia 30097

If to the City of Milton:

With a copy to:

Ken Jarrard, City Attorney
Jarrard & Davis, LLP
105 Pilgrim Village Drive
Suite 200
Cumming, Georgia 30040

If to the City of Roswell:

With a copy to:

David Davidson, City Attorney
Roswell City Hall
38 Hill Street
Suite 115
Roswell, Georgia 30075

If to the City of Sandy Springs:

With a copy to:

Wendell Willard, City Attorney
Two Ravinia Drive
Suite 1630
Atlanta, Georgia 30346

All notices are effective upon receipt. Any Participating City may change an address by giving written notice of said change of address to the other Participating Cities.

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 ALPHARETTA, GEORGIA

ATTEST:

David Belle Isle, Mayor

Coty Ervin, City Clerk

Approved as to form:

(SEAL)

C. Sam Thomas, City Attorney

CITY OF JOHNS CREEK, GEORGIA

ATTEST:

Michael E. Bodker, Mayor

, City Clerk

Approved as to form:

(SEAL)

William F. Riley, Jr.
City Attorney

CITY OF MILTON, GEORGIA

ATTEST:

Joe Lockwood, Mayor

, City Clerk

Approved as to form:

(SEAL)

Ken Jarrard, City Attorney

CITY OF ROSWELL, GEORGIA

ATTEST:

Jere Wood, Mayor

, City Clerk

Approved as to form:

(SEAL)

David Davidson, City Attorney

CITY OF SANDY SPRINGS, GEORGIA

ATTEST:

Eva Galambos, Mayor

, City Clerk

Approved as to form:

(SEAL)

Wendell Willard, City Attorney

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