
CITY COUNCIL AGENDA ITEM

TO: Mayor & City Council **DATE:** December 13, 2010

FROM: John McDonough, City Manager

AGENDA ITEM: Consideration of the First Amendment to the Intergovernmental Agreement for the Activation of ChatComm

MEETING DATE: For Submission onto the December 21, 2010, City Council Regular Meeting Agenda

BACKGROUND INFORMATION: (Attach additional pages if necessary)

See attached:

Memorandum
Resolution
Amendment to Agreement

APPROVAL BY CITY MANAGER: JMM APPROVED

_____ NOT APPROVED

PLACED ON AGENDA FOR: 12/21/2010

CITY ATTORNEY APPROVAL REQUIRED: () YES () NO

CITY ATTORNEY APPROVAL: wkw

REMARKS:



TO: John McDonough, City Manager

FROM: Noah Reiter, Assistant City Manager

DATE: December 8, 2010, for Submission onto the Agenda of the December 21, 2010 City Council Meeting

ITEM: Consideration of the First Amendment to the Intergovernmental Agreement for the Activation of ChatComm

City Manager's Office (CMO) Recommendation:

The CMO recommends that the Council authorize the Mayor to execute the First Amendment to the original Intergovernmental Agreement that established the Chattahoochee River 9-1-1 Authority (ChatComm).

Background:

In October of 2008, the Cities of Sandy Springs and Johns Creek entered into an Agreement to activate an authority (ChatComm) for the purposes of the provision of 9-1-1 communications services. Original revenue projections from the Cities' consulting team indicated a financial operating surplus. As has been briefed to Council, since ChatComm commenced operations on September 1, 2009 the actual revenue has fallen short of those projections.

Through the FY11 budget process, Council authorized up to 65% of ChatComm's anticipated shortfall to be funded with General Fund dollars. The remaining 35% was to be funded by the City of Johns Creek. The calculation of the 65-35 distribution was based on each City's respective utilization of ChatComm services.

Discussion:

The attached First Amendment to the Intergovernmental Agreement for the Activation of ChatComm memorializes the agreement that was made between the Cities of Sandy Springs and Johns Creek to fund ChatComm's shortfall, as well as outlining the process for annually reviewing the anticipated shortfall and each City's required contribution. Finally, the First Amendment specifies that each City is required to contribute 1/12 of its general fund financial contribution no later than the 10th day of each month.

Alternatives:

While other revenue enhancement and cost-containment initiatives are being considered, there are no alternatives at present that would not jeopardize the level of service provided by ChatComm.

Financial Impact:

None in addition to the existing FY11 adopted budget.

Attachments:

- I. First Amendment to 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

STATE OF GEORGIA

CITY OF SANDY SPRINGS

**A RESOLUTION TO APPROVE AN AMMENDMENT 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”) sponsored 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 provide for emergency 9-1-1 call processing and dispatch services for their 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 revenues collected by the Authority are anticipated to fall short of projections by 35%; and

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

WHEREAS, the City has realized additional property tax revenue within the FY10 budget which can be utilized to cover Sandy Springs’ proportional share of the anticipated shortfall of funding for the Authority; and

WHEREAS, the Authority is seeking authorization from the Mayor and Council to amend the sponsoring Intergovernmental Agreement of the Authority 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 authorize the requested amendment to the Intergovernmental Agreement.

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

That they receive, accept, and affirm the authorization for the Mayor to execute an amendment to 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, originally executed on October 27, 2008, for the purposes of specifying the terms and conditions for each City's supplemental financial contribution to the Authority.

APPROVED AND ADOPTED this _____ day of _____, 2010.

Approved:

Eva Galambos, Mayor

Attest:

Michael Casey, City Clerk

(SEAL)

**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 financial 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, beginning on the 10th day of July each year.

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: _____

(SEAL)

ATTEST:

City Clerk

CITY OF JOHNS CREEK, GEORGIA

By: _____
Mayor Michael Bodker

Date: _____

(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 John Kachmar

(SEAL)

ATTEST:
