



**AN AMENDED RESOLUTION BY
FINANCE/EXECUTIVE COMMITTEE**

04- R-1880

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH FULTON COUNTY TO SHARE THE COST OF A STUDY OF THE CONSOLIDATION OF CITY OF ATLANTA AND FULTON COUNTY ENHANCED 911 PUBLIC SAFETY ANSWERING POINT (PSAP) CENTERS; AUTHORIZING THE CHIEF FINANCIAL OFFICER TO MAKE PAYMENTS IN AN AMOUNT NOT TO EXCEED FIFTY THOUSAND DOLLARS (\$50,000); TO BE CHARGED TO AND PAID FROM FUND, ACCOUNT AND CENTER NUMBER 1A01 561001 T31001, PAYMENTS TO OTHER GOVERNMENTS- NON-ALLOCATED FUND-WIDE EXPENSES; AND FOR OTHER PURPOSES

WHEREAS, the City of Atlanta has an overriding interest in the safety of its citizens;

WHEREAS, the City of Atlanta wishes to improve the operational efficiency of its enhanced 911 Public Safety Answering Point Center;

WHEREAS, the current processes for handling enhanced 911 calls might be improved through closer integration with, and perhaps consolidation with, Fulton County and other local jurisdictions;

WHEREAS, the City of Atlanta is currently exploring options for surplusing and selling the facility known as City Hall East, which if executed would necessitate the relocation of the City's Enhanced 911 operations center;

WHEREAS, Fulton County has agreed to jointly fund with the City of Atlanta the development of a feasibility study to assess the benefits and costs of consolidating the City of Atlanta and Fulton County Enhanced 911 Public Safety Answering Point;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor of the City of Atlanta is authorized to enter into an intergovernmental agreement, with Fulton County to study consolidation of the City of Atlanta and Fulton County Enhanced 911 Public Safety Answering Points.

BE IT FURTHER RESOLVED, that the City Attorney be, and is hereby, directed to prepare and finalize the IGA for execution by the Mayor, to be approved by the City Attorney as to form.

BE IT FURTHER RESOLVED, that the Chief Financial Officer is authorized to pay Fulton County a sum not to exceed Fifty Thousand Dollars (\$50,000) to be charged to



and paid from fund, account and center number 1A01 561001T 31001, payments to other governments- non-allocated fund-wide expenses.

Be it finally resolved, that the IGA shall not become binding upon the City of Atlanta until such agreements have been duly executed by the Mayor, attested to by the municipal clerk, and delivered to Fulton County

A true copy,

Phonda Daughin Johnson
Municipal Clerk, CMC

ADOPTED as amended by the Council
APPROVED by the Mayor

NOV 01, 2004
NOV 05, 2004



STATE OF GEORGIA
COUNTY OF FULTON

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN THE CITY OF ATLANTA, GEORGIA
AND FULTON COUNTY**

THIS INTERGOVERNMENTAL AGREEMENT (the “**Agreement**”) is made and entered into effective as of the 31 day of October 2004, by and between the City of Atlanta, Georgia, a municipal corporation duly established under the laws of the State of Georgia (hereinafter referred to as the “**City**”) and Fulton County.

WHEREAS, the City and Fulton County desire to enter into this Agreement pursuant to 1983 GEORGIA CONSTITUTION, ARTICLE IX, SECTION 3, PARAGRAPH 1, and other applicable provisions of Georgia law, for the purpose of memorializing the terms and conditions upon which the City will pay Fulton County an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) (the “**Enhanced 911 Public Safety Answering Point (PSAP) Feasibility Study Contribution**”) for certain feasibility study services for the development of a joint City and Fulton County Enhanced 911 Public Safety Answering Point call taking and dispatch center, and Fulton County will undertake said Feasibility studies for the period of October 31, 2004 through and including January 30, 2005 (the “**2004 Calendar Year**”); and

WHEREAS, the City has previously expressed its desire to have Fulton County carry out certain responsibilities critical to the feasibility assessment for the development of a joint City and Fulton County enhanced 911 strategy for future enhanced 911 services and to have Fulton County serve as the point of contact and lead participant with respect to the creation and development of an Enhanced 911 feasibility strategy centralized and specific programs and key facilities requirements throughout the City (collectively, the “**Enhanced 911 Public Safety Answering Point (PSAP) Feasibility Study Services**”); and

WHEREAS, Fulton County shares the City’s commitment to the safety of its citizens and of the entire City and County and is currently a major stakeholder in various City-wide safety efforts; and

WHEREAS, the City has determined that it is in its best interest to provide operating support for Fulton County by way of the Feasibility Study Services Contribution, in exchange Fulton County’s agreement to carry out the Feasibility Study Services.

NOW THEREFORE, the City and Fulton County, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

Section 1. The City agrees to immediately fund the Feasibility Study Contribution and Fulton County agrees to fund its share of that study. If and to the extent the Feasibility Services Contribution is materially below the level required to fund the Relocation Study Services provided by Fulton County in the 2004 Calendar Year (or any renewal period), the parties agree to negotiate in good faith toward an increase in such contribution, a reduction in service levels or a combination of both.

Section 2. The City and Fulton County hereby agree that the Feasibility Study Services shall include, without limitation, creation, promotion, coordination and implementation, as the case may be, an assessment of the programmatic, technological and financial feasibility of developing a combined Enhanced 911 Public Safety Answer Point call taking and dispatch center.

Section 3. The parties hereby agree that this Agreement may be extended, renewed, modified or otherwise amended upon the written consent of both parties, including, without limitation, extension of the initial term hereof, and/or modifications to the scope or revisions to the compensation set forth herein.

Section 4. Fulton County agrees to provide the City with such documents and information as may be reasonably requested in order to establish compliance by the City with the requirements and conditions set forth in this Agreement, including, without limitation, budgets and other financial records demonstrating the proper expenditure of the sums paid hereunder, marketing plans, materials relating to consolidation strategies and feasibility studies of key facilities and key programmatic and technological and security requirements such as operational adjacencies and parking, and other materials prepared in connection with Fulton County's performance under this Agreement.

Section 5. This Agreement shall be governed by and construed under the laws of the State of Georgia.

Section 6. Time is of the essence in every particular, and especially where the obligation to pay money is involved.

Section 7. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which when taken together constitute a single document.

Section 8. This Agreement shall remain in effect until January 30, 2005 unless extended in writing by the parties.

Section 9. The provisions of this Agreement shall be deemed independent and severable. In the event any one or more of the provisions contained herein shall,

for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of the Agreement.

ATTEST:

CITY OF ATLANTA

Municipal Clerk
[City Seal]

Mayor

APPROVED AS TO INTENT:

RECOMMENDED:

Chief Financial Officer

Chief Operating Officer

APPROVED AS TO FORM:

City Attorney

Atlanta Development Authority

By: _____
President

Secretary [Seal]

RCS# 6213
11/01/04
2:20 PM

Atlanta City Council

Regular Session

04-R-1880 IGA W/FULTON CO SHARE STUDY COST CONSOLI
COA FULTON CO ENHANCE 911 PSAP \$50,000
ADOPT AS AMEND

YEAS: 13
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 1
EXCUSED: 0
ABSENT 2

Y Smith	Y Archibong	Y Moore	Y Mitchell
Y Starnes	B Fauver	B Martin	Y Norwood
Y Young	Y Shook	Y Maddox	Y Willis
Y Winslow	Y Muller	Y Sheperd	NV Borders

04-R-1880

(Do Not Write Above This Line)

A RESOLUTION
BY: FINANCE EXECUTIVE COMMITTEE

A RESOLUTION TO AUTHORIZE THE MAYOR TO ENTER INTO AN INTER-GOVERNMENTAL AGREEMENT WITH THE ATLANTA DEVELOPMENT AUTHORITY (ADA) FOR THE RELOCATION ANALYSIS, WHICH INCLUDES A SPECIFIC PROGRAMS REQUIREMENTS STUDY, TO DEVELOP A RELOCATION STRATEGY AND DETERMINE THE DETAILED REQUIREMENTS FOR THE FUTURE SPACE FOR THE DEPARTMENT OF POLICE, DEPARTMENT OF FIRE AND DEPARTMENT OF PARKS, RECREATION AND CULTURAL AFFAIRS, AUTHORIZING THE CHIEF FINANCIAL OFFICER TO MAKE PAYMENTS IN AN AMOUNT NOT TO EXCEED TWO HUNDRED THOUSAND DOLLARS (\$200,000); TO BE CHARGED TO AND PAID FROM FUND, ACCOUNT AND CENTER NUMBER 1A01761001T31003, PAYMENTS TO OTHER GOVERNMENTS, NON-ALLOCATED, FUND-WIDE EXPENSES; AND FOR OTHER PURPOSES.

AS AMENDED

- 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 _____
 Date _____
 Chair _____
 Referred To _____

FIN Committee

Date 9-21

Chair

Action

Fav, Adv, Hold (see rev. side)

Other

Members

Denise...

Pat...

H. S. Shook

Oliver...

Refer To

Committee

Date

Chair

Action

Fav, Adv, Hold (see rev. side)

Other

Members

Committee

Date

Chair

Action

Fav, Adv, Hold (see rev. side)

Other

Members

Refer To

Committee

Date

Chair

Action

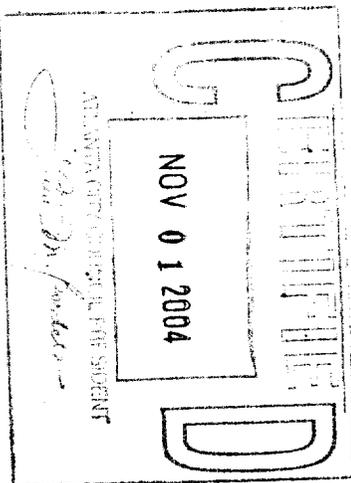
Fav, Adv, Hold (see rev. side)

Other

Members

CERTIFIED

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



MAYOR'S ACTION

MAYOR

Handwritten signature of the Mayor.