

**A RESOLUTION BY:  
PUBLIC SAFETY & LEGAL ADMINISTRATION COMMITTEE**

**A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY OF ATLANTA, TO ENTER INTO AN INTERLOCAL AGREEMENT, IN ORDER TO SHARE FUNDS FROM THE U.S. DEPARTMENT OF JUSTICE, 2009 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) FORMULA PROGRAM, IN THE AMOUNT OF FIVE-MILLION, SIX-HUNDRED FIFTY-FOUR THOUSAND, FOUR-HUNDRED AND THIRTY-ONE DOLLARS (\$5,654,431), FOR THE PURPOSE OF HIRING POLICE DEPARTMENT PERSONNEL, PURCHASING POLICE EQUIPMENT, TRAINING, AND SERVICES; AND FOR OTHER PURPOSES.**

**WHEREAS**, the United States Department of Justice, Bureau of Justice Assistance (“BJA”), offers grant funds for technical assistance, training, personnel, equipment, supplies, and/or contractual support, information systems that will improve or enhance law-enforcement; and

**WHEREAS**, BJA has announced that the City of Atlanta’s Department of Police (“Department”) is eligible to apply for the 2009 Edward Byrne Memorial Justice Assistance Grant (“JAG”) Formula Program, in conjunction with Fulton County, Georgia (“County”), and the cities of Alpharetta, College Park, East Point, Fairburn, Hapeville, Roswell, and Union City, in the amount of five-million, six-hundred fifty-four thousand, four-hundred thirty-one dollars (\$5,654,431); and

**WHEREAS**, the City of Atlanta, the County, and the cities of Alpharetta, College Park, East Point, Fairburn, Hapeville, Roswell, and Union City wish to enter into an Interlocal Agreement (“Agreement”) which will specify the terms and conditions for the reallocation of the JAG funds (see attached as Exhibit “A”); and

**WHEREAS**, pursuant to the Agreement, the City agrees to pay the County a total of one-million, six-hundred thirty-three thousand, six-hundred thirty-three dollars and twenty-six cents (\$1,633,633.26), and pay the City of Alpharetta forty-eight thousand, seven-hundred twenty dollars and eighty-three cents (\$48,720.83), and pay the City of College Park one-hundred forty-two thousand, one-hundred twelve dollars and eighty-nine cents (\$142,112.89), and pay the City of East Point one-hundred sixty-eight thousand, four-hundred ninety-seven dollars and thirty-seven cents (\$168,497.37) and pay the City of Fairburn nineteen thousand, two-hundred sixty-four dollars and seventy-eight cents (\$19,264.78), and pay the City of Hapeville twenty-six thousand, five-hundred twenty-four dollars and nineteen cents (\$26,524.19), and pay the City of Roswell seventy-one thousand, eight-hundred ninety-four dollars and one cent (\$71,894.01), and pay the City of Union City seventy-three thousand, one-hundred fifty dollars and seventy-three cents (\$73,150.73) of the JAG funds, and the City shall retain the remainder of the JAG funds in

the amount of three-million, four-hundred seventy thousand, six-hundred thirty-two dollars and seventy-three cents (\$3,470,632.73); and

**WHEREAS**, pursuant to the Agreement, the City agrees to utilize two-hundred eighty-two thousand, seven-hundred twenty-two dollars (\$282,722) of its portion of the award for administrative costs, to include the salary and benefits of a grants-analyst to act as grant-manager on behalf of all parties to the interlocal agreement, leaving \$3,187,911.38 for other purposes.

**THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY RESOLVES** that the Mayor be and is hereby authorized, on behalf of the City of Atlanta ("City"), to enter into an Interlocal Agreement ("Agreement") (see attached as Exhibit "A") with Fulton County, Georgia ("County"), and the cities of Alpharetta, College Park, East Point, Fairburn, Hapeville, Roswell, and Union City, in order to share funds from the U.S. Department of Justice, 2009 Edward Byrne Memorial Justice Assistance Grant ("JAG") Formula Program, in the amount of five-million, six-hundred fifty-four thousand, four-hundred thirty-one dollars (\$5,654,431).

**BE IT FURTHER RESOLVED**, that the City agrees to pay the County a total of one-million, six-hundred thirty-three thousand, six-hundred thirty-three dollars and twenty-six cents (\$1,633,633.26), and pay the City of Alpharetta forty-eight thousand, seven-hundred twenty dollars and eighty-three cents (\$48,720.83), and pay the City of College Park one-hundred forty-two thousand, one-hundred twelve dollars and eighty-nine cents (\$142,112.89), and pay the City of East Point one-hundred sixty-eight thousand, four-hundred ninety-seven dollars and thirty-seven cents (\$168,497.37) and pay the City of Fairburn nineteen thousand, two-hundred sixty-four dollars and seventy-eight cents (\$19,264.78), and pay the City of Hapeville twenty-six thousand, five-hundred twenty-four dollars and nineteen cents (\$26,524.19), and pay the City of Roswell seventy-one thousand, eight-hundred ninety-four dollars and one cent (\$71,894.01), and pay the City of Union City seventy-three thousand, one-hundred fifty dollars and seventy-three cents (\$73,150.73) of the JAG funds, and the City shall retain the remainder of the JAG funds in the amount of three-million, four-hundred seventy thousand, six-hundred thirty-two dollars and seventy-three cents (\$3,470,632.73).

**BE IT FURTHER RESOLVED**, that the City agrees to utilize two-hundred eighty-two thousand, seven-hundred twenty-two dollars (\$282,722) of its portion of the award for administrative costs, to include the salary and benefits of a grants-analyst to act as grant-manager on behalf of all parties to the interlocal agreement, leaving \$3,187,911.38 for other purposes.

**BE IT FINALLY RESOLVED**, that the Agreement shall not become binding upon the City and the City shall incur no obligation or liability hereunder until the same has been signed by the Mayor and attested to by the municipal clerk, and delivered to the County.

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Legislative Counsel (Signature): Investigator Kurt Braunsroth

Contact Number: (404) 853-4266

Originating Department: Department of Police

Committee(s) of Purview: Public Safety and Legal Administration

Council Deadline: 14 April 2009

Anticipated Committee Meeting Date(s): 28 & 29 April 2009

Anticipated Full Council Date: 4 May 2009

Commissioner Signature: D/C George M. Turner

Chief Procurement Officer Signature: \_\_\_\_\_

**CAPTION**

**A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY OF ATLANTA, TO ENTER INTO AN INTERLOCAL AGREEMENT, IN ORDER TO SHARE FUNDS FROM THE U.S. DEPARTMENT OF JUSTICE, 2009 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) FORMULA PROGRAM, IN THE AMOUNT OF FIVE-MILLION, SIX-HUNDRED FIFTY-FOUR THOUSAND, FOUR-HUNDRED AND THIRTY-ONE DOLLARS (\$5,654,431), FOR THE PURPOSE OF HIRING POLICE DEPARTMENT PERSONNEL, PURCHASING POLICE EQUIPMENT, TRAINING, AND SERVICES; AND FOR OTHER PURPOSES.**

FINANCIAL IMPACT (if any)

Mayor's Staff Only \_\_\_\_\_

Received by CPO: \_\_\_\_\_ (date) Received by LC from CPO: \_\_\_\_\_ (date)

Received by Mayor's Office: 4/14/09 Amc (date) Reviewed by: [Signature] (date)

Submitted to Council: \_\_\_\_\_ (date)

**THE STATE OF GEORGIA  
COUNTY OF FULTON**

**KNOW ALL BY THESE PRESENT**

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITIES OF ALPHARETTA, GEORGIA; ATLANTA, GEORGIA; COLLEGE PARK,  
GEORGIA; EAST POINT, GEORGIA; FAIRBURN, GEORGIA; HAPEVILLE,  
GEORGIA; ROSWELL, GEORGIA; UNION CITY, GEORGIA, AND FULTON  
COUNTY, GEORGIA**

**2009 AMERICAN RECOVERY AND REINVESTMENT ACT  
BYRNE JUSTICE ASSISTANCE GRANT ("JAG") PROGRAM AWARD**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between FULTON COUNTY, GEORGIA, acting by and through, the Honorable John H. Eaves, Ph.D., Chair of the Fulton County Board of Commissioners, hereinafter referred to as FULTON COUNTY, and the CITY OF ALPHARETTA, GEORGIA, acting by and through its Mayor, the Honorable Arthur Letchas; CITY OF ATLANTA, GEORGIA, acting by and through its Mayor, the Honorable Shirley Franklin; CITY OF COLLEGE PARK, GEORGIA, acting by and through its Mayor, the Honorable Paul P. Longino; CITY OF EAST POINT, GEORGIA, acting by and through its Mayor, the Honorable Joseph L. Macon; CITY OF FAIRBURN, GEORGIA acting by and through its Mayor, the Honorable Betty Hannah; CITY OF HAPEVILLE, GEORGIA, acting by and through its Mayor, the Honorable Alan Hallman; CITY OF ROSWELL, GEORGIA, acting by and through its Mayor, the Honorable Jere Wood; CITY OF UNION CITY, GEORGIA, acting by and through its Mayor, the Honorable Ralph Moore, hereinafter referred to as CITIES of Fulton County, State of Georgia, witnesseth:

**WHEREAS**, the 2009 American Recovery and Reinvestment Act of 2009 Byrne Justice Assistance Grant ("JAG") Program provides funding to local governments to create safer communities and improve the functioning of the criminal justice system from the U.S. Department of Justice ("DOJ"); and

**WHEREAS**, a disparity of allocated funding, recognized by the U.S. Department of Justice, exists between FULTON COUNTY and the eight municipalities or CITIES allocated 2009 ARRA JAG funding. This disparity is the result of the fiscal burden the County bears for the state mandated prosecution, adjudication and incarceration of all Part One felony cases in Fulton County. US DOJ JAG regulations require that an understanding (consensus) be reached by all eight of the municipalities or CITIES allocated 2009 ARRA JAG funding and the County before an application may be submitted to US DOJ.

**WHEREAS**, This Agreement is made under the authority of Fulton County Board of Commissioners, 2009 Meeting Agenda Item No. 09-\_\_\_\_\_; Alpharetta City Council

Resolution No. \_\_\_\_\_; Atlanta City Council Resolution No. 09-O-0371; College Park City Council Resolution No. \_\_\_\_\_; East Point City Council Resolution No. \_\_\_\_\_; Fairburn City Council Resolution No. \_\_\_\_\_; Hapeville City Council Resolution No. \_\_\_\_\_; Roswell City Council Resolution No. \_\_\_\_\_; Union City Council Resolution No. \_\_\_\_\_; and

**WHEREAS**, each governing body, in performing governmental function or in paying for the performance of governmental function hereunder, shall make that performance or those payments from current revenues legally available to that party; and

**WHEREAS**, each governing body finds that the performance of this Agreement is in the best interests of the parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

**WHEREAS**, the CITIES and the COUNTY will jointly share a total JAG grant allocation in the amount of \$5,654,431; and

**WHEREAS**, the CITIES and the COUNTY agree that the City of Atlanta will apply for and administer the JAG grant on behalf of all the participating CITIES and COUNTY; and

**WHEREAS**, the City of Atlanta agrees as compensation for administering the JAG grant program, in the amount of 5% or \$282,722 of the CITIES' and COUNTY's grant allocation (see attached spreadsheet); and

**WHEREAS**, the CITIES and COUNTY agree to provide to the City of Atlanta quarterly reports as required by the DOJ; and

**WHEREAS**, the CITIES and the COUNTY agree to the allocation of funds as set out in Section 1 below; and

**WHEREAS**, the CITIES and COUNTY believe it to be in their best interests to allocate the JAG funds as described and set forth herein.

**NOW THEREFORE**, FULTON COUNTY and CITIES agree as follows:

Section 1.

CITIES agree to pay FULTON COUNTY a total of \$1,235,493 of JAG funds. The CITIES and FULTON COUNTY will retain grant funds of \$4,136,216 (see attached spreadsheet).

Section 2.

FULTON COUNTY agrees to use \$1,235,493 for the state mandated prosecution, adjudication and incarceration of Part One felony cases in Fulton County for a period not to exceed three years or four grant cycles whichever is the lesser time period beginning on the date of the grant award.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against FULTON COUNTY other than claims for which liability may be imposed by statute or the Georgia General Assembly.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against CITIES other than claims for which liability may be imposed by statute or the Georgia General Assembly.

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; furthermore, this Agreement shall not create any rights in any party not a signatory hereto.

FULTON COUNTY GEORGIA

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Honorable John H. Eaves, Ph.D.  
Chair, Fulton County Board of  
Commissioners

ATTEST:

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Clerk to the Commission

APPROVED AS TO FORM:

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County Attorney

CITY OF ALPHARETTA, GEORGIA

\_\_\_\_\_  
Honorable Arthur Letchas  
Mayor

ATTEST:

\_\_\_\_\_  
Municipal Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

CITY OF ATLANTA, GEORGIA

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Honorable Shirley Franklin  
Mayor

ATTEST:

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Municipal Clerk

APPROVED AS TO FORM:

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City Attorney

CITY OF COLLEGE PARK, GEORGIA

\_\_\_\_\_  
Honorable Paul P. Longino  
Mayor

ATTEST:

\_\_\_\_\_  
Municipal Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

CITY OF EAST POINT, GEORGIA

\_\_\_\_\_  
Honorable Joseph L. Macon  
Mayor

ATTEST:

\_\_\_\_\_  
Municipal Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

CITY OF FAIRBURN, GEORGIA

\_\_\_\_\_  
Honorable Betty Hannah  
Mayor

ATTEST:

\_\_\_\_\_  
Municipal Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

CITY OF HAPEVILLE, GEORGIA

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Honorable Allan Hallman  
Mayor

ATTEST:

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Municipal Clerk

APPROVED AS TO FORM:

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City Attorney

CITY OF ROSWELL, GEORGIA

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Honorable Jere Wood  
Mayor

ATTEST:

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Municipal Clerk

APPROVED AS TO FORM:

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City Attorney

CITY OF UNION CITY, GEORGIA

\_\_\_\_\_  
Honorable Ralph Moore  
Mayor

ATTEST:

\_\_\_\_\_  
Municipal Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney