

**RESOLUTION NO. 2017-030**

**A RESOLUTION APPROVING THE INTERGOVERNMENTAL  
AGREEMENT FOR THE PROVISION OF CERTAIN SERVICES  
BETWEEN FULTON COUNTY, GEORGIA AND THE CITY OF SOUTH  
FULTON, GEORGIA**

**WHEREAS**, Fulton County, Georgia (the "County") is a constitutionally created political subdivision of the State of Georgia; and

**WHEREAS**, the City of South Fulton (the "City") is a municipality created by the 2016 Georgia General Assembly pursuant to House Bill 514 (the "City Charter"); and

**WHEREAS**, City residents are County residents, and the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

**WHEREAS**, the City Charter provides the City with a twenty-four (24) month transition period starting from November 15, 2016 before it must assume and exercise all powers of a municipality; and

**WHEREAS**, Section 7.16(b) of the City Charter provides that "during such transition period, Fulton County shall continue to provide within the territorial limits of the City of South Fulton all government services and functions which Fulton County provided in that area during 2016 and at the same actual cost, except to the extent otherwise provided in this section;" and

**WHEREAS**, the Georgia Constitution, Article IX, § 2, ¶ 3, except as otherwise provided by law, prohibits cities and counties from exercising governmental authority within each other's boundaries except by Intergovernmental Agreement; and

**WHEREAS**, O.C.G.A. § 36-31-8 provides a constitutional, statutory exception to Article IX, § 2, ¶ 3 of the Georgia Constitution and establishes a twenty-four (24) month transition period where the County shall continue to provide government services and functions in the territory of the new city until the end of the transition period, or until the City assumes the provision of services; and

**WHEREAS**, the County and City desire to enter into an Intergovernmental Agreement for the County to provide various services within the boundaries of South Fulton for a period not to exceed November 30, 2018;

**BE IT HEREBY RESOLVED** by the Mayor and City Council that:

1. The aforesaid recitals are not mere recitals, but are material portions of this Resolution.
2. The Mayor is authorized to enter into the following Intergovernmental Agreement for the Provision of Certain Services between Fulton County, Georgia and The City of South Fulton, Georgia, which has been negotiated by the Interim City Manager and the Interim City Attorney and is attached as an exhibit to this resolution.

The foregoing Resolution No. **2017-030** was offered by Councilmember **Willis**, who moved its approval. The motion was seconded by Councilmember **Baker**, and being put to a vote, the result was as follows:

	AYE	NAY
William “Bill” Edwards, Mayor	<hr/>	<hr/>
Catherine Foster Rowell, Mayor Pro Tem	<hr/> √	<hr/>
Carmalitha Lizandra Gumbs	<hr/> √	<hr/>
Helen Zenobia Willis	<hr/> √	<hr/>
Gertrude Naeema Gilyard	<hr/> √	<hr/>
Rosie Jackson	<hr/> √	<hr/>
khalid kamau	<hr/> √	<hr/>
Mark Baker	<hr/> √	<hr/>

THIS RESOLUTION adopted this 27th day of June 2017. CITY OF  
SOUTH FULTON, GEORGIA



WILLIAM "BILL" EDWARDS, MAYOR

ATTEST:



MARK MASSEY, CITY CLERK



APPROVED AS TO FORM:



JOSH BELINFANTE, INTERIM CITY ATTORNEY



**INTERGOVERNMENTAL  
AGREEMENT FOR THE PROVISION  
OF  
CERTAIN SERVICES**

**between  
FULTON COUNTY, GEORGIA and  
THE CITY OF SOUTH FULTON, GEORGIA**

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**THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), by and between Fulton County, Georgia ("County") and the City of South Fulton, Georgia ("City") entered into effective as of the 1<sup>st</sup> day of May, 2017.**

WHEREAS, Fulton County, Georgia is a constitutionally created political subdivision of the State of Georgia; and

WHEREAS, the City of South Fulton is a municipality created by the 2016 Georgia General Assembly pursuant to House Bill 514; and

WHEREAS, City residents are County residents, and the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, H.B. 514 provides that the initial mayor and councilmembers of the City will be chosen by voters on March 21, 2017, and in the April 18, 2017 runoff elections, and that the elected mayor and councilmembers shall take office immediately following their election and may act by a quorum starting on or prior to May 1, 2017 to meet and take actions that will be binding on the City; and

WHEREAS, H.B. 514 provides South Fulton with a twenty-four (24) month transition period starting from November 15, 2016 before it must assume and exercise all powers of a municipality; and

WHEREAS, Section 7.16(b) of H.B. 514 provides that "during such transition period, Fulton County shall continue to provide within the territorial limits of the City of South Fulton all government services and functions which Fulton County provided in that area during 2016 and at the same actual cost, except to the extent otherwise provided in this section;" and

WHEREAS, the Georgia Constitution, Article IX, § 2, ¶ 3, except as otherwise provided by law, prohibits cities and counties from exercising governmental authority within each other's boundaries except by Intergovernmental Agreement; and

WHEREAS, O.C.G.A. § 36-31-8 provides a constitutional, statutory exception to Article IX, § 2, ¶ 3 of the Georgia Constitution and establishes a twenty-four (24) month transition period where the County shall continue to provide government services and functions in the

territory of the new city until the end of the transition period, or until the City assumes the provision of services;

WHEREAS, the County and City desire to enter into an Intergovernmental Agreement (the "IGA") for the County to provide various services within the boundaries of South Fulton for a period not to exceed November 30, 2018; and

WHEREAS, the IGA establishes the monthly cost of services to be provided by the County to the City pursuant to that Agreement; and

WHEREAS, both the County and the City have authorized the execution of this Intergovernmental Agreement through appropriate Resolutions adopted by their respective governing bodies.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

## **ARTICLE 1**

### **PURPOSE AND INTENT**

1.1 The purpose of this Agreement is to provide for the orderly transition of the municipal services from Fulton County to the newly created City.

1.2 Code Section 36-31-8 obligates the County to continue to provide services to the City residents during the two year transition period, and it obligates the City to pay for the services at actual costs.

1.3 This IGA represents the City's request to purchase municipal services from the County, and the County agrees to provide the City with any of the services specified herein pursuant to the terms and conditions of this Agreement.

1.4 The County and City shall each cooperate with the other to the fullest extent necessary to fully effectuate the intent and purpose of this Agreement, and shall, upon reasonable request, make available to each other for review or inspection any and all documents, accounts, and other records necessary for the performance of this Agreement.

## **ARTICLE 2**

### **POWERS AND DUTIES**

In furtherance of the public purposes of this Agreement, the County and City hereby represent and warrant to each other the following:

2.1 Authority. Each party hereto expressly represents and warrants that (i) it has the power to make, deliver and perform this Agreement, and has taken all necessary action to authorize the execution, delivery and performance of this Agreement; (ii) this Agreement when executed will be legally binding upon the parties and enforceable in accordance with the terms hereof; and

(iii) no further consent or approval of any other party not specifically mentioned herein is required in connection with the execution, delivery, performance, validity and enforcement of this Agreement, unless where required by law. Without limiting the generality of the foregoing, each party hereby expressly acknowledges and represents that it has officially adopted and otherwise approved this Agreement at a meeting of its governing authority in accordance with the Constitution and laws of the State of Georgia, to include, without limitation, the Georgia Open Meetings Act, O.C.G.A. § 50-14-1 et seq., O.C.G.A. § 31-3-1 et seq., and H.B. 514. To the knowledge of the County and the City, there are no actions, suits or proceedings pending or threatened, in any court or before any governmental authority, domestic or foreign against, by or affecting the County or City which affect or question the validity or enforceability of this Agreement or of any action taken by the County or the City under this Agreement.

2.2 Public Purpose. This Agreement and the services contemplated herein are for the public welfare and benefit and are undertaken in accordance with the laws and Constitution of the State of Georgia. Without limiting the foregoing, the parties specifically and expressly warrant and represent, and do hereby find, that this Agreement (i) pertains to the provision of services and activities which the parties are by law authorized to undertake and provide; (ii) is otherwise authorized under the Intergovernmental Contracts Clause of the Georgia Constitution of 1983, Art. IX, Sec. III, Par. I(a); (iii) does not authorize the creation of new debt as contemplated by Ga. Const. of 1983, Art. IX, Sec. V. Par. I(a); and (iv) does not violate O.C.G.A. § 36-30-3(a) or otherwise prevent free legislation by any party in matters of government, and shall be binding and enforceable against the parties and their successors during the term hereof in accordance with its terms.

2.3 No Conflicting Agreements. The execution, delivery and performance of this Agreement will not violate or contravene any contract, undertaking, instrument or other agreement to which the County or the City is a party or which purports to be binding upon said parties. Furthermore, the execution, delivery and performance of this Agreement does not violate the provisions of any party's enabling legislation or Code of Ordinances, or any statutory or decisional laws of the State of Georgia regarding similarly situated boards of health in the State of Georgia or political subdivisions of said State. The representations and warranties contained in this Article shall be true and correct as of the date hereof and such representations and warranties, and the obligation of the County and the City to perform their respective obligations under this Agreement shall be expressly conditioned upon said representations and warranties being true and correct on the date hereof. Furthermore, each party hereto specifically acknowledges and agrees that it shall be forever estopped from making any claim, counterclaim, assertion, or other argument of any kind against the other party contrary to the representations and warranties set forth in this section.

### **ARTICLE 3**

#### **COMPENSATION**

3.1 The services provided under this contract will be provided at a monthly cost that is equivalent to one twelfth (1/12) of the County's 2016 budgeted cost of providing the services to the unincorporated area of the County for the particular service selected plus all allocated administrative costs for said services. This budgeted cost is deemed to be the equivalent of the

actual costs incurred by the County for these services. Said fee shall be the Monthly Service Fee. A schedule of the said Monthly Service Fee by department service area is attached as Attachment 1.

3.2 With the exception of services provided for May 2017, June 2017 and July 2017, the County will provide a monthly invoice to the City for the services that are selected to be provided, pursuant to the terms of this Agreement, by the 15<sup>th</sup> of the month prior to the month for which the services will be provided. Payment will be due by the 15<sup>th</sup> day of the following month. If the 15<sup>th</sup> falls on a weekend or recognized State holiday, then payment shall be due on the next business day. Payments must be made by electronic funds transfer to the County's account. The County's Chief Financial Officer shall provide the wiring instructions for the transfer to the City with the first invoice for payment. A failure to remit the payment pursuant to the payment dates required herein shall be a breach of this Agreement and an Event of Default pursuant to Article 5.

3.3 For the months of May 2017, June 2017 and July 2017, the County will forward invoices for these months by August 7, 2017. The City will pay one half of the total amount of the invoices described in this paragraph on or before the 30<sup>th</sup> of September, 2017. The remaining balance of the amounts owed for May through July 2017 shall be paid on a pro-rata basis over the 3 month period commencing in October 2017 through December 2017. Failure to remit the payments described herein shall be a breach of this Agreement and an Event of Default.

3.4 In the event that the City requests services beyond those provided or procured by the County from parties that are not a party to this Agreement, and County funds are required to pay contractors, vendors, and others for the performance of those other services, and the County agrees to do so, the City agrees to reimburse the County within thirty (30) days of the request for the additional services or procurements.

3.5 In the event that the City requests termination of a particular service, due to the City transitioning the responsibility for providing that service from the County to the City prior to the end of the term of this Agreement, the City agrees to pay the total amount due and outstanding for that particular service through the effective date of the termination of that service, within fifteen (15) days of the effective date of the termination.

3.6 This Article shall be construed together with Article 31, and if there is any conflict between this Article and Article 31, the Parties agree that Article 31 shall control.

#### **ARTICLE 4**

##### **TERM**

4.1 The term of this Agreement for services is for a period not to exceed twenty four (24) months, commencing May 1, 2017 at midnight and concluding, at the latest, at midnight on November 30, 2018. As the City transitions individual services from the County prior to the end of the term of this Agreement, the City will be solely responsible for providing said services within its boundaries. All of the services to be provided by the County pursuant to this

Agreement shall be transitioned from the County by the conclusion of the term of this Agreement and the City shall be solely responsible for providing said services within its boundaries, unless certain services are extended by an agreement approved by both governing bodies.

4.2 Upon the receipt of a minimum of thirty (30) days' prior notice to the County, the City may remove or terminate specific services obtained pursuant to this Agreement or terminate this Agreement. In order to insure the safety of the public and to ensure a smooth transition in the delivery of police and fire services, the period of time required for termination of police and fire services to be provided herein by the County shall be a minimum of one hundred and eighty (180) days. In the case of police and fire services, the City shall also provide the County with a written plan describing how the City plans to accomplish the tasks required to create a new police and fire department and the projected time frame for the completion of each task. Upon transmittal of a notice of termination, the City shall immediately be obligated to pay for all services rendered prior to the effective date of the termination and remit payment in full for all sums due from the City for said terminated service(s) within fifteen (15) days of the effective date of the termination.

#### 4.3 Termination.

4.3.1. Termination Without Cause. The parties may mutually agree to terminate this Agreement without cause, with the consent and approval of the governing body of each party.

4.3.2 Termination for Cause. The parties agree to resort to the remedies set forth in paragraphs 5.3 and 5.4, in lieu of termination of the Agreement for cause..

4.3.3 In the event of a termination under any provision contained herein, the City shall immediately be obligated to pay for all services rendered prior to the effective date of the termination and remit payment in full for all sums due from the City for said terminated service(s) within fifteen (15) days of the effective date of the termination.

### ARTICLE 5

#### 5.0 Event of Default

5.1 An event of default shall mean a material breach of this Agreement by the County as follows:

5.1.1 Failure to provide the services as specified in this Agreement, which the parties intend to be at the level provided for in the 2016 County Budget.

5.1.2 Repeated disregard of priorities established by the City Manager which the County is required to observe by this Agreement and which have been communicated in writing by action of the City Council to the County on more than one occasion.



- 5.1.3 The County consistently fails to meet the levels of service outlined in any article of this Agreement, which failure has been communicated in writing by action of the City Council to County through the contacts referenced in Article 34 herein, on more than one occasion.
- 5.2 An event of default shall mean a material breach of this Agreement by the City as follows:
- 5.2.1 Repeated violations of the lease-swap provisions and restrictions contained in Article 30.2 herein which the City is required to observe by this Agreement and which have been communicated in writing by action of the County to the City on more than one occasion.
- 5.2.2 Non-payment of the Monthly Service Fees and other payments required of the City within the time frame required by this Agreement.
- 5.3 Notwithstanding anything to the contrary contained herein, in the event of a material breach as defined herein, in addition to any other financial obligations imposed on the City by this Agreement, the City shall be obligated to pay interest at the rate of one and one half percent (1.5%) per month on the amount of the outstanding payment, plus any and all costs of collection including court costs and reasonable attorneys' fees actually incurred.

#### **5.4 Remedies**

5.4.1 It is hereby stipulated and agreed between the parties that, with respect to any claim or action brought by a third party and arising out of the activities described in this Agreement, each party shall only be liable for payment of that portion of any and all liability, costs, expenses, demands, settlements, or judgments resulting from the negligence, actions, or omissions of its own agents, officers, and employees. Either party may self-fund its obligations under this Agreement. The City shall procure insurance to cover its obligations under this Agreement and add the County as an additional insured to said policy. However, nothing herein shall be construed as a waiver of any party's sovereign immunity or the immunities available to the officials, officers and employees of the parties.

5.4.2 In the event of a breach or an attempted or threatened breach of any provisions of this Agreement, the parties agree that the remedies at law available to enforce this Agreement would in all likelihood be inadequate and, therefore, the provisions of this Agreement may be enforced by a mandatory or prohibitory injunction or decree of specific performance upon the application of either party to a court in Fulton County having jurisdiction over such dispute. Before any legal action is initiated, the parties agree to proceed to mediation as mandated in Article 5.3.3 below. During the course of any mediation required by this Article 5.3.2, the County shall continue to provide services required by this Agreement. The remedies herein are in addition to all other remedies available under law, including the termination provisions of this Agreement. Unless agreed to by the parties at mediation, the prevailing party shall be awarded

their mediation fees, attorneys' fees, and costs as a part of any mediation award.

5.4.3 Should any dispute arise under or about this Agreement (including, but not limited to, disputes pertaining to the interpretation of any term or provision of this Agreement, the type of program, activity, service, or action that is intended or contemplated hereunder, or the manner or level in which any program, service, activity, or other action intended or contemplated hereunder is provided or undertaken) and the parties are not able to work out such dispute between themselves, the dispute shall be submitted to mediation in Fulton County. During this time, this Agreement may not be terminated unless both parties agree. The parties' sole and exclusive relief and remedy (absent mutual agreement to terminate, modify, or amend the Agreement) for any dispute arising under this Agreement or for any breach of any term, provision, or covenant hereof shall be the enforcement of the provisions and terms of this Agreement by a mandatory or prohibitory injunction or decree of specific performance through a court in Fulton County having jurisdiction over such a dispute. The prevailing party shall be awarded their reasonable attorneys' fees actually incurred, expenses of litigation, and costs as a part of any judicial order.

5.4.4 Should the County or City believe that the other party has breached, is breaching, or has attempted or threatened to breach any of the non-monetary provisions or terms of this Agreement, the non-breaching party, prior to seeking any judicial, administrative, or other formal enforcement of the provisions and terms of this Agreement must give notice of such breach and/or potential or threatened breach to the other party. The non-breaching party shall provide a thirty (30) day opportunity to cure or correct such breach or cease the activities that are causing a breach and/or giving rise to a potential or threatened breach. If the breach and/or potential or threatened breach specified in such notice is cured within said thirty (30) day period, then such notice shall be deemed withdrawn, and no cause of action or right to seek enforcement of the breach and/or potential or threatened breach specified in such notice shall be deemed to exist. No right to cure period shall apply to any payment obligation or monetary provision contained herein.

## **ARTICLE 6**

### **PERSONNEL**

If the City desires to utilize the County to provide services pursuant to this Agreement, the following provisions shall apply:

6.1 Each assigned County employee will remain a full-time regular employee of Fulton County; will remain on the County's payroll; will remain subject to the County's general personnel administration; and will continue to receive compensation and benefits from the County, which will be covered in the Monthly Service Fee payments.

6.2 The City, further agrees to cooperate, if requested, in any personnel matter involving any County employee that provides services to the City pursuant to this Agreement.

6.3 The County will utilize the County's HR system including the County's time-keeping system, in the administration of the County employees that provide services to the City under the County's personnel policies and regulations. Such records shall remain the property of the County.

6.4 County employees shall remain subject to the County's personnel policies, rules and regulations. The County shall remain responsible for issuing payment to all the County employees' for salary and related benefits, pension, insurance, taxes and withholdings required under the County's personnel rules, policies, contracts, and applicable federal and state law. The County shall be responsible for keeping and maintaining the personnel file, payroll and other records of County employees, in a similar fashion to other employees of Fulton County.

6.5 County employees shall continue to use the Kronos time system or any other time-keeping system used by the County. The City acknowledges that the fees due for services provided pursuant to this Agreement will be based upon the amount of the payments made to the County employees for their services pursuant to the Monthly Service Fee and not on employee timesheets.

6.6 As a part of the Monthly Service Fees, the City shall be responsible for paying the County the cost of fringe benefits, including but not limited to, vacation, sick, holiday, overtime, and compensatory leave, benefits premium, pension, 401A and 457 plan contributions that are accrued by the County employees that provide services under this contract.

6.7 The County shall maintain statutory and employee liability coverage for County employees assigned to the City.

6.8 The City Manager shall direct any concerns on behalf of the City about specific employees to the Director of Human Resources during the transition period.

6.9 The costs described in this Article are also included in the "Ancillary Services" provisions contained in this Agreement.

## **ARTICLE 7**

### **EMERGENCY 911 (E911) SERVICES**

#### **Emergency 911 Definitions**

7.1 For the purposes of this Agreement, the following terms shall be defined as:

- A. ***Call-For-Service*** means a request received from the public through the County's public safety answering point, Enhanced 911 system, requiring emergency or non-emergency Police Department, Fire Department, or ambulance pre-hospital care response or assistance in response to natural and man-made incidents.



- B. ***Communications Officer*** means any employee of the Fulton County Emergency Communications Department, who has successfully completed the basic training course required by O.C.G.A. § 35-8-23, to receive, process, or transmit public safety information and dispatch law enforcement officers, firefighters, medical personnel, or emergency management personnel.
- C. ***Emergency Communications Services*** means the receipt of incoming calls for service through the enhanced 911 telephone system for emergency and non-emergency requests for medical, police, fire and other public safety services, and initiation of the appropriate response action. The service also includes the coordination of requests for support and auxiliary services from field units and refers crimes and incidents not requiring an on-scene investigation by a field unit to the appropriate police precinct or agency. The Countywide 800 MHz trunked radio system (hereinafter "County 800 MHz Radio System") is the primary method of dispatching calls for service to Fulton County field units and the Fulton County contracted private ambulance services dispatched through 911. This public safety answering point includes oversight of the private ambulance services which deliver pre-hospital emergency medical care. The City shall be required to enter into a separate Agreement for the provision of 800 MHz Radio System Access a copy of which is attached here as Exhibit A and incorporated herein by reference. The fee for these services is not a part of the Monthly Service Fee for the provision of Emergency Services.
- D. ***Emergency Services Department*** means that unit of Fulton County government responsible for emergency communications services, including answering all telephone 911 calls for emergency service and dispatching police, fire and ambulance vehicles to the proper locations and notifying the ambulance service of the request for Emergency Medical Services. The Department also maintains the County APCO P25 Phase 2 Digital 800 MHz Radio System to ensure the vital communications link between the citizens and the delivery of service by the appropriate agency is not interrupted. These services are provided pursuant to a licensing arrangement included in the separate Agreement attached in Exhibit A.
- E. ***Emergency Medical Priority Dispatch System*** means that system employed by Fulton County to process medical calls and provide callers with pre-arrival instructions.
- F. ***Enhanced 911 Emergency Telephone Number System*** means that system which provides County Emergency Communications personnel the telephone number, name and address of the telephone subscriber, and other pertinent information on any 911 calls placed within Fulton County.
- G. ***Fire Department*** means the Fulton County Fire Department, or the City of South Fulton Fire Department once established.
- H. ***Police Department*** means the Fulton County Police Department, or the City of South Fulton Police Department once established.

- I. *Public Safety Answering Point ("PSAP")* means an emergency communications dispatch operation, responsible for answering all telephone 911 calls, employing technologies such as trunked radio, Enhanced 911, Computer Aided Dispatch ("CAD") and Mobile Data.

7.2 At the City's request, the County agrees to contract for or provide the vital and necessary communications link between the City of South Fulton's citizens, the remaining unincorporated area of Fulton County, and the Fulton County Department of Emergency Services through use of the County's consolidated 911 call reception and radio dispatching of requests for public safety services.

7.3 The County therefore agrees to provide the City of South Fulton with courteous, efficient, and accessible E911 and public safety radio dispatch services to requests for assistance from citizens involving emergencies, non-emergencies, and response to natural and man-made disasters, for the term prescribed in this Agreement, consistent with the overall quality of services provided throughout the County.

7.4 The County operates a consolidated public safety answering point in its Emergency Communications Center on a 24-hour basis, 365 days per year, staffed in three 8-hour shifts each day from which the services contemplated under this Agreement will be rendered. The Communications Officers shall receive citizens' requests for service, process those requests, dispatch emergency units as appropriate, and monitor Police, Fire and EMS activities. The Emergency Medical Priority Dispatch System is employed to process medical calls and provide callers with pre-arrival instructions.

7.5 The Monthly Service Fee for the provision of E911 services is \$156,250. The County will include the Monthly Service Fee to provide E911 services to the City, in the monthly invoice that is provided to the City for all transition services selected by the City. In addition to this Monthly service fee, the County is entitled to impose and retain a monthly 911 charge upon each wired and wireless telephone subscriber served by the County's 911 service, as provided by O.C.G.A. § 46-5-134. Nothing in this Agreement shall preclude the City's or County's right to continue to collect fees for 911 access and services performed during the term hereof as it relates to calls originating from within the City of South Fulton.

7.6 The Director of the Fulton County Emergency Services Department may utilize overtime to fill temporary vacancies caused by, but not limited to: sick or annual leave issues, temporary disability, relief of duty, military leave, and Family Medical Leave Act absences. The financial costs associated with overtime utilized to fill such vacancies will be the sole responsibility of the City, if these costs exceed those allowable in the 2016 budget for these services.

7.7 The nature of the wide-ranging (both emergency and non-emergency), continuous and multitudinous nature of the calls received by a large metropolitan Public Safety Answering Point (PSAP) like the Fulton County Emergency Communications 911 Department, makes it difficult to assign an "average call answer time." However, it is the objective of the Department to respond, on average, to 911 calls emanating from the City of

South Fulton with an average ten (10) second call answer time for emergency calls for service 90% of the time. Exceptions would be unpredictable system overload, declared disaster, or disruption in voice or data transmission. The County shall provide a copy of the Key Performance Indicators (KPIs) developed for the 2016 Budget for this department. Services will be provided consistent with these KPIs to the extent possible given the nature of the transition to the new city and the ability to fill positions vacated due to the formation of the City.

## **ARTICLE 7A**

### **ANCILLARY SERVICES**

7A.1 The County must provide a variety of ancillary services incumbent on a large metropolitan public safety answering point. These services will be provided to the City pursuant to this Agreement, the consideration for which has been calculated as part of the payment provided in Article 4.

7A.2 In addition to E911 reception and radio dispatch, ancillary services provided by the Emergency Communications 911 Department include technical operations, administration, quality assurance, training, and preparing and planning for, responding to, and recovering from emergencies or disasters.

7A.3 The County will continue to provide administrative services, cost allocation, facilities maintenance, fiscal management, general operating supplies, human resources, information systems, maintenance, public information, purchasing, utilities and other critical services attendant to the operation of a public safety answering point. Such costs will be limited to the Monthly Fee established for the provision of services addressed by this Article.

7A.4 The County will continue to administer the 911 Advisory Committee as required by O.C.G.A. § 46-5-136. The City of South Fulton will be required to participate in committee meetings, as well as utilize the committee for the City's compliance with the requirements as provided for within state law.

7A.5 The Director of the Fulton County Emergency Communications 911 Department, or his/her designee, will notify the County Manager and City Manager in the event of a significant emergency communications or emergency management situation within the City. The Director of Fulton County Emergency Communications 911 Department and the City Administrator shall designate the kinds of incidents that are to be considered "significant" by a memorandum. In the event no memorandum is executed, the City Manager shall be notified consistent with the notification by the Fulton County Emergency Communications 911 Department to the County Manager.

7A.6 At the request of the City Manager, the Director of the Fulton County Emergency Communications 911 Department or that official's designee shall be available to attend City Council meetings on an "as needed" basis. The City shall direct any concerns that it has with the

911 services, provided to it by the County, through the City Manager to the Director of the Fulton County Emergency Services Department.

7A.7 The County shall be the sole provider of public safety answering point services during the operation of this Agreement.

## **ARTICLE 8**

### **ANIMAL CONTROL SERVICES**

8.1 At the City's request, the County agrees to provide animal control services through its annual contract with an animal control services vendor within the boundaries of the City.

8.2 The City recognizes that the County will provide animal control services through a contract awarded to an independent animal control services vendor selected by the County Board of Commissioners.

8.3 The County and the City agree that the supervision and the means by which tasks are accomplished shall be the responsibility of the County through the animal control services contract administrator. The City shall direct any concerns that it has with the Animal Control services, provided to it by the County, through the City Manager to the Director of Animal Control Services.

8.4 Notwithstanding any other provision of this Agreement, the City acknowledges and understands that the County's current contract with its independent animal control services vendor expires on Dec. 31, 2017. The County agrees to use its best efforts to provide the existing animal control services within the boundaries of the City for the remainder of the term of this Agreement. The City agrees to pay the County's actual costs for providing animal control services within the City for the period of May 1, 2017 through December 31, 2017, in accordance with Section 17.6 of H.B. 514 (2016). However, the services will be subject to the contract terms and conditions of the County's current Animal Control service vendor. "Actual costs" shall be the City's pro rata share of the County's total costs as determined pursuant to Article 9.

## **ARTICLE 9**

### **Calculation of Compensation for Animal Control Services**

9.1 During the term of this Agreement, the cost to the City for animal control services will be based on the classification (rabies related or not) location of calls received by the animal control services vendor during the previous year with the payment amount determined by the following formula:

$$\text{Payment Amount} = (A+V+C+M) (C/TC)$$

A = Annualized Contract Award Amount plus Indirect Cost (Applicable County Full Cost Plan)

C = Number of responses to requests for animal control service within the municipality

V= Vehicle replacement costs

M= Annual maintenance costs

TC = Total number of responses to requests for animal control services.

9.2 The annual service fee for the provision of Animal Control services for the balance of 2017 is \$395,383.79. This amount is based upon the current contract for services. The Monthly Service Fee for the provision of Animal Control services for the City for the balance of 2017 is \$49,423. This fee will be included in the invoice for Monthly Service Fees to the City for May 1, 2017 to December 31, 2017.

9.3 In the event that the County is not able to or deems it unwise to continue to contract to provide for animal control services in 2018, the Parties agree to engage in good faith negotiations regarding the continuation of service on or before November 1, 2017.

## **ARTICLE 10**

### **POLICE SERVICES DEFINITIONS**

For the purposes of this Agreement, the following terms shall be defined as:

10.1 ***Call-For-Service*** means a request received from the public through the 911 system requiring a police response or assistance.

10.2 ***City Commander*** means a designated Fulton County supervisor who is authorized by the Fulton County Chief of Police to direct the daily police operations in the City and manage the delivery of police services pursuant to this Agreement under the management and supervision of the Fulton County Chief of Police.

10.3 ***City Police Chief*** means a Chief of Police appointed by the City of South Fulton who is not a part of the Fulton County Police Department's chain of command.

10.4 ***Criminal Investigations*** means investigations of incidents of aggravated assault, burglary, criminal intelligence, domestic violence, hit and run, homicide, larceny, motor vehicle theft, narcotics, robbery, and sexual crimes in order to arrest responsible persons for prosecution.

10.5 ***Fleet Maintenance*** means the preventative maintenance, safety inspections and minor repairs for motor vehicles operated for the purpose of fulfilling obligations under this Agreement.



10.6 *Part I Crimes* means those offenses that are so categorized by the FBI's Uniform Crime Report, which include homicide, rape, robbery, aggravated assault, burglary, larceny, motor vehicle theft, and arson. All other offenses are Part II crimes or ordinance violations.

10.7 *Peace Officers Standards and Training Council (P.O.S.T.)* means that entity created by state law, pursuant to O.C.G.A. § 35-8-1, *et seq.*, vested with the responsibility and authority to establish standards for the certification of police officers in Georgia.

10.8 *Uniform Patrol Services* means those diverse activities directed toward the attainment of the objectives of enforcing the law, preventing and deterring crime, arresting criminal offenders, maintaining public order, and providing service to the community. Such activities include, but are not limited to: directing and enforcing traffic laws, responding to emergency and non-emergency calls for service, conducting field interviews, arresting criminal offenders, directing and controlling traffic, issuing traffic citations, appearance in court, and addressing quality of life issues. These activities constitute the comprehensive police patrol services provided each day of the year, on a 24-hour per day basis within the jurisdictional boundaries of the City and the remaining unincorporated area of Fulton County.

## **ARTICLE 11**

### **POLICE DEPARTMENT SERVICES**

#### **Management of Police Services**

11.1 The Fulton County Police Chief will manage the daily police operations in the City, effectuate the City's law enforcement priorities, supervise the code enforcement operations and supervise the delivery of police services contracted for in this Agreement. The Fulton County Police Chief is responsible for overseeing compliance with the County's obligations pursuant to Articles 10-16 of this Agreement.

11.2 The County recognizes the importance of an appropriate Fulton County Police Department management-level liaison designated by the Fulton County Police Chief in the provision of law enforcement services to the City. The Fulton County Police Chief or his designee shall serve as the City Commander but they will remain a Fulton County employee who reports to the Fulton County Police Chief or the County Chief Operating Officer, whichever is applicable. The City Commander will be responsive to the City and the community, to ensure that the highest level of law enforcement activities are provided to the City based on the funding provided for in this Agreement. When addressing duties arising out of the obligations imposed by this Contract and/or police services provided within the City, the City Commander shall meet with and provide written reports to the City Manager.

11.3 The parties acknowledge that there may be a City Police Chief appointed by the City of South Fulton. Such official will not be in the chain of command of any Fulton County Police Department employee, nor does such official have the authority to direct the activities

of any employee of the Fulton County Police Department. The City Police Chief will contact the Fulton County Police Chief, if needed to address any policing concerns on behalf of the City during the transition period.

## **ARTICLE 12**

### **Uniform Patrol Services**

12.1 The County shall provide uniform patrol services on a continual 24-hour per day basis within the jurisdictional boundaries of the City in accordance with Georgia law, County Ordinances and City Ordinances and the scope of work for the budget provided in this agreement.

12.2 Uniform patrol officers shall operate using existing County shifts and maintain the existing County Police Department beat structure.

12.3 Uniform patrol officers shall remain within the City's boundaries during their assigned shift unless dispatched outside the City boundaries on the authorization of the Fulton County Police Chief, pursuant to existing mutual aid agreements. The City acknowledges that, the County and the County Police Chief have the authority to enter into additional mutual aid agreements, which shall govern the parties in case of emergencies requiring assistance from neighboring law enforcement departments.

12.4 Without limiting the scope prescribed in the preceding paragraphs, all Fulton County uniform patrol officers will respond to and render aid in emergency, life-saving and in-progress violent crime incidents occurring inside the boundaries of the City. Uniform patrol officers will respond to all calls-for-service within the City as dispatched through the 911 system. The Fulton County Police Department will respond to all requests for service within the City in accordance with Fulton County Police Department General Orders.

12.5 The Monthly Service Fee for the provision of Police services is \$1,867,700. The County will include the Monthly Service Fee for providing Police services to the City in the monthly invoice that is provided to the City for all transition services selected by the City.

12.6 Uniform patrol officers will conduct watch orders upon formal request of a City resident, property owner or business owner in the City upon approval by the Fulton County Police Chief, consistent with Fulton County Police Department General Orders and existing Fulton County Police Department Policies and Procedures.

12.7 The County may utilize overtime to fill temporary vacancies caused by circumstances outside the County's control including, but not limited to: sick or annual leave issues, temporary disability, relief of duty, military leave, and Family Medical Leave Act absences. The financial costs associated with overtime utilized to fill such vacancies that are in excess of the 2016 budgeted cost for providing this service will be the sole responsibility of the City and shall be reflected as additional costs on the Monthly Service Fee invoice.

### **ARTICLE 13**

#### **Police Department Criminal Investigations Division**

The County maintains a centralized Criminal Investigations Division that conducts investigations of criminal cases, conducts high risk operations and crime scene investigations in order to arrest responsible persons. The County will continue to assign cases arising in the jurisdictional boundaries of the City and the remaining unincorporated area of Fulton County to investigators within the Criminal Investigations Division as appropriate.

### **ARTICLE 14**

#### **Authority to Enforce Laws in the City of South Fulton**

14.1 Uniform patrol officers assigned to the City, shall take an oath administered by an appropriate party of the City of South Fulton, as prescribed by O.C.G.A. §§ 45-3-1 and 45-3-10.1 prior to undertaking law enforcement duties requiring the enforcement of municipal ordinances adopted by the City, pursuant to this Agreement. This provision will only become applicable once the City establishes or contracts for a Municipal Court and adopts City ordinances.

14.2 Pursuant to this Agreement and City ordinance, uniform patrol officers shall be and hereby are vested with the additional power to enforce the ordinances of the City, to make arrests or issue citations incident to the enforcement of County and City ordinances, and to perform other tasks as are reasonable and necessary in the exercise of their powers. This vesting of additional powers to enforce the ordinances of the City of South Fulton is made for the sole and limited purpose of giving official and lawful status to the performance of law enforcement services provided by sworn officers within the City of South Fulton.

14.3 Uniform patrol officers shall enforce City ordinances and violations of City traffic ordinances and shall appear in the Municipal Court of the City of South Fulton as necessary to prosecute cases made therein. The City agrees to compensate officers for their appearance in the Municipal Court pursuant to state law. The City further agrees to provide, at its own expense, citation books containing the printed Municipal Court information to the uniform patrol officers working within the City, once the same is developed.

14.4 All uniform patrol officers assigned by Fulton County to the City of South Fulton pursuant to this Agreement shall utilize the City of South Fulton citation books to issue violations of City Code once the same are adopted and a copy of the same obtained by the Police Department.



## **ARTICLE 15**

### **Police Recordkeeping and Reporting**

15.1 The County Police Department Records Section is the central repository for all departmental records and makes available public records as defined by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.* During the term of this Agreement, the County will continue to maintain Initial Incident Reports, Supplemental Reports.

15.2 During the term of this Agreement, the County will continue to compile, maintain and submit all law enforcement data for the City, including UCR statistics to state and federal authorities in the form and manner required of police agencies in Georgia. The City shall be responsible for creation of any necessary User Agreements with the Georgia Crime Information Center ("GCIC") and the establishment of a unique originating agency identifier ("ORI") in order for the County to comply with this paragraph, if necessary. The City shall be responsible for any costs incurred with the County's software vendor if software modifications are necessary in order to comply with this paragraph, and the County shall notify the City of any additional costs incurred pursuant to this Article 15.2 no less than ten business days before obtaining any necessary software. It is the parties' intent that any costs incurred pursuant to this Article 15.2 shall not exceed \$10,000. If the City delays acquiring its own ORI, the Fulton County Police Department will continue to report the required crime statistics to the State and Federal governments as a part of unincorporated Fulton County for the duration of this Agreement.

15.3 The County shall continue to maintain a beat system that corresponds to the boundaries of the City and within the remaining unincorporated area of Fulton County. Statistical data shall be compiled to accurately describe the incidence of, reports of, and responses to criminal activity within each beat and to identify emerging trends in criminal activity.

15.4 The County shall prepare and deliver monthly incident reports to the City Manager. The reports shall describe the type and number of criminal incidents for each beat during the preceding period for both Part I and Part II offenses.

15.5 Except as limited by any provision of state or federal law, the City may request review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

## **ARTICLE 16**

### **Ancillary Police Services**

16.1 If the City contracts with the County for Police Services, the County will provide the following ancillary services to the City pursuant to the terms of this Agreement, the consideration for which has been calculated as part of the payment provided in Article 13.

16.2 Fulton County Public Safety Training Center. All officers assigned hereunder shall be appropriately trained, P.O.S.T. certified, sworn law enforcement personnel. The County agrees to provide all required in-service training during the term of this Agreement.

16.3 Additional Ancillary Services. During the term of this Agreement, the County will continue to provide administrative services, advanced technology, canine, crime analysis, facilities maintenance, fiscal management, human resources, identification technology, information systems, internal affairs, psychological services, property/evidence, public information, purchasing and other critical services attendant to the operation of a police department.

16.4 Vehicle Repair and Replacement. The City is financially responsible for the replacement of vehicles or other police equipment that become damaged or inoperable during the term of this Agreement. Normal wear and tear and maintenance costs are included in the Monthly Service Fee for police services. The County may, upon agreement by the City, initiate efforts to replace damaged or inoperable vehicles and submit the costs of the same for reimbursement by the City as an additional expense. The City shall remit payment for these expenses upon completion of the repair or replacement within thirty (30) days of receipt of an invoice for these costs. The City shall not be responsible for damage to County vehicles that existed prior to the effective date of this Agreement, nor shall the City be responsible for damage to County a vehicle that was not incurred during work performed pursuant to this Agreement. The County's current fleet of police vehicles, is attached to this Agreement as "Schedule A."

## **ARTICLE 17**

### **FIRE AND RESCUE DEPARTMENT SERVICES**

#### **Fire and Rescue Service Definitions**

For the purposes of this Agreement, the following terms shall be defined as:

17.1 *Call-For-Service* means a request received from the public through the 911 system requiring a Fire Department Services response or assistance.

17.2 *Fire and Rescue Department Services* means fire suppression, community risk reduction, fire protection, disaster mitigation, rescue, hazardous material response and first response non-transport emergency medical services provided by County Fire Department members.

17.3 *Fleet and Rescue Maintenance* means the preventative maintenance, safety inspections and minor repairs for County fire trucks and other motor vehicles operated for the purpose of fulfilling obligations under this Agreement.

## **ARTICLE 18**

### **Management of Fire and Rescue Services**

18.1 The Fire Chief will direct the daily fire department operations in the City, effectuate the City's fire prevention priorities, manage the delivery of fire department services, and ensure that the comprehensive fire and emergency medical needs of the City are adequately met. The Fire

Chief is also responsible for overseeing compliance with the County's obligations pursuant to Articles 17-22 of this Agreement and maintenance of quality fire service delivery.

18.2 The Fire Chief will promptly address concerns expressed by the City Manager regarding performance of fire department personnel pursuant to the County's written personnel policies and procedures.

18.3 All County Fire Department personnel assigned to the City as well as any other sworn personnel assigned under this Agreement are and will continue to be part of the Fulton County Fire Department Command Structure. Firefighting personnel are under the command of the Fulton County Fire Chief.

18.4 In the event the City Manager becomes dissatisfied with the performance of any sworn or civilian personnel assigned to the City, the City Manager shall discuss the concerns with the Fire Chief, as appropriate. The Fire Chief shall provide the City Manager with prompt written notice of any resignation, or termination of Fire personnel assigned to the City.

## **ARTICLE 19**

### **Fire and Rescue Department Services**

19.1 Upon request by the City, the County shall provide fire and rescue services on a continual 24-hour per day basis within the jurisdictional boundaries of the City and the remaining unincorporated area of Fulton County, in accordance with Georgia law, County Ordinances, and City Ordinances.

19.2 Fire Department units will respond to all calls-for-service within the City as dispatched through the 911 system.

19.3. Fire Department units shall make every reasonable effort to maintain an average emergency response time goal of 8 minutes or less, 90% of the time while maintaining safe operations, consistent with the departmental average. The County shall have the opportunity to provide exceptions to response time issues, *i.e.* natural and man-made disasters, interruption of voice or data transmission, storms and road closures. If the County consistently fails to meet the levels of service outlined herein, which failure has been communicated in writing by action of the City Council to the County on more than one occasion, the Fire Chief, County Manager and City Manager will meet to address the causes and remedies for the response time issues.

19.4 The Monthly Service Fee for the provision of Fire services is \$1,675,432. If selected, the County will include the Monthly Service Fee to provide Fire services to the City in the monthly invoice that is provided to the City for all transition services selected by the City.

19.5 In order to maintain response time goals, the Fire Department will respond with a sufficient number and type of apparatus to incidents occurring in the City of South Fulton and the remaining unincorporated areas of Fulton County. The combined resources will operate under the direction of the Fire Chief or his designee in the Fulton County Fire Rescue Department.

19.6 Fulton County Fire Rescue Department will respond to and render aid in emergency, life-saving and in- progress fire incidents occurring inside the boundaries of the City, and to locations covered by existing county mutual aid agreements. In the event fire department personnel must respond to incidents occurring outside the boundaries of the City, the Fire Chief or his designee shall ensure sufficient personnel remain in the City to continue routine and emergency fire suppression and emergency medical activities.

## **ARTICLE 20**

### **Fire Overtime Detail and Special Assignments**

20.1 The Fire Chief may utilize overtime to fill temporary vacancies in the positions assigned to South Fulton caused by but not limited to: authorized use of sick or annual leave, temporary disability, relief of duty, military leave and Family Medical Leave Act absences. The financial costs associated with overtime utilized to fill such vacancies will be the sole responsibility of the City, if these costs exceed those allowable in the 2016 budget for these services and shall be reflected as additional costs on the Monthly Service Fee invoice. When reasonably possible, the Fire Chief shall notify the City Manager, and if the City Manager has not been appointed, the Mayor, within five business days if overtime is used to fill temporary vacancies caused by resignation or termination

20.2 The City Manager may request additional County Fire Department services or fire personnel to work within the City to provide additional fire or rescue presence at certain activities, or for special initiatives, City sponsored activities and events. Such request must be communicated in writing to the Fulton County Fire Chief.

20.3 These additional County Fire Department activities shall be provided on an overtime basis. The financial costs associated with overtime utilized to provide additional County Fire Department activities will be the sole responsibility of the City the charges for the same and will be included on the monthly invoice provided to the City for all transition.

## **ARTICLE 21**

### **Fire Recordkeeping and Reporting**

21.1 The County Fire Department is the central repository for all fire departmental records and makes available public records as defined by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.* During the term of this Agreement, the County will continue to maintain all reports relating to Fire Department activity within the City.

21.2 The County shall prepare and deliver quarterly reports to the City Manager. The reports shall describe the type and number of calls for fire and rescue emergency medical services.

## **ARTICLE 22**

### **Ancillary Fire Services**

22.1 The County will provide ancillary services to the City pursuant to the terms of this Agreement, the consideration for which has been calculated as part of the payment provided in Article 19. In addition to fire suppression and rescue service, the Fire Department's operations include arson investigation; public education and community risk reduction; safety and member services including training; advanced life support services; hazardous materials amelioration; technical rescue services; homeland security efforts; and other services targeted to prevent accident and injury by raising public awareness of potential fire hazards and by identifying non-compliant situations.

22.2 *Fire Safety Inspections and Fire Code Enforcement.* The County will provide fire safety inspections and fire code enforcement within the City limits and the remaining area of Fulton County during this Agreement. Revenue generated from fire safety inspections shall be remitted to the City.

22.3 *Administrative Services.* During the operation of this Agreement, the County will continue to provide the same administrative and support services, attendant to the operation of a Fire Department.

22.4 *Vehicle Repair and Replacement.* The City is financially responsible for the replacement of vehicles or other fire equipment that are necessary to perform the County's obligations under this Agreement and become damaged or inoperable during the term of this Agreement. Normal wear and tear and maintenance costs are included in the Monthly Service Fee for fire services. The County may, upon agreement by the City, initiate efforts to replace damaged or inoperable vehicles and submit the costs of the same for reimbursement by the City as an additional expense. The City shall remit payment for these expenses upon completion of the repair or replacement within thirty (30) days of receipt of an invoice for these costs. The City shall not be responsible for damage to County vehicles that existed prior to the effective date of this Agreement, nor shall the City be responsible for damage to a County vehicle that was not incurred during work performed pursuant to this Agreement. The County's current fleet of fire vehicles is attached to this Agreement as "Schedule B".

## **ARTICLE 23**

### **CONDUCT OF THE MARCH 21, 2017 MUNICIPAL ELECTION**

#### **Election Services**

23.1 The City shall reimburse the County for the cost of the March 21, 2017 municipal election and April 18, 2017 run-off on or before September 30, 2017. In addition, if any municipal special and run-off elections are required to be held on or after the effective date



of this Agreement, the City will reimburse the County, for the costs of the election; provided, however, if the County is also conducting an election on the same date as the City, the City shall reimburse the County, on a pro rata basis for the cost of its election.

23.2 Further if the City requests, the County will conduct additional elections through the execution of an Intergovernmental Agreement for those specific services.

## **ARTICLE 24**

### **PLANNING AND ZONING SERVICES**

24.1 The County will utilize existing County ordinances until the City adopts its own planning and zoning ordinances.

24.2 The Monthly Service Fee for the provision of Planning and Zoning services is \$312,038. If selected, the County will include the Monthly Service Fee to provide Planning and Zoning Services to the City in the monthly invoice that is provided to the City for all transition services selected by the City.

24.3 The following programs will be provided as planning and zoning services:

24.3.1 Planning and Zoning services. This program consist of three components; comprehensive planning, plan analysis and zoning administration. The comprehensive planning component develops plans, ordinances, strategies, resolutions, and programs that set forth policies to guide the long range vision. The planning analysis component implements the policies by analyzing land use petitions for compliance with zoning code, development regulations and other related County, State and Federal codes and ordinances. The zoning component provides administrative support by maintaining the official files, which are used as the basis for defending legal challenges, maintaining and updating the official zoning map, which reflects the land use actions of the Board of Commissioners, providing permit and business license application, zoning compliance review and ensuring that all land use related applications have required documentation.

24.3.2 Administration/Customer Service. The Administration component provides the senior management for the programs of Planning and Zoning; Plan Review and Site Inspections; Permitting and Building Inspections; and oversight of the Tree Preservation Trust Fund. The Customer Service component provides front office reception for the Fulton County Government Center at Fulton Industrial Boulevard and frontline customer service duties for all departmental programs.

24.3.3 Plan review and Site Inspections. This program consists of two components; Plan Review and Site Inspection. The Plan Review component reviews grading, storm water control, infrastructure placement and road layout on all applications for land disturbance permits and plat review. The Site Inspection component is twofold,

inspecting all permitted land disturbance activities for compliance with County, State and Federal Erosion and storm water controls and stream buffer protection; the second part of Site Inspection inspects the installation of all public infrastructure for compliance with Fulton County standards.

24.3.4 Permits and Building Inspections. This program consists of two components; Permitting and Building Inspections. The permitting component intakes all permit applications submitted in unincorporated Fulton County. The division intakes, processes, issues and handles payments for all commercial and residential buildings as well as all other related development and Administrative Use Permits for projects within the City and the remaining unincorporated area of Fulton County. This division also intakes, processes, routes and processes payments for all land disturbance permits and plat review applications to the Plan Review and Site Inspection Program. The Building Inspections component inspects all permitted commercial and residential construction for compliance with current building (structural) electrical, plumbing and mechanical (HVAC) codes as required by State and County law.

24.4 The County shall not accept any application for any zoning variance, waiver or other change during the pendency of any moratorium on such applications that is enacted by the City. The City's entering into this Agreement shall not be deemed a waiver of its position that the County may not exercise quasi-judicial authority over property located in the City, nor shall it prohibit the County from processing any application received prior to the date of any City moratorium.

## **ARTICLE 25**

### **PARKS AND RECREATION SERVICES**

25.1 At the City's request, the County will provide parks and recreational services within the boundaries of the City consistent with the types of services that the County provided in 2016. A description of those services is attached to this Agreement as "Schedule C." For purposes of this Agreement the fee for the provision of Park and Recreational Services does not include the cost to maintain or operate any art centers owned by the County, as such art centers are not considered parks under this Agreement. The City agrees to memorialize the fact that it consents to the County continuing to maintain and operate all of the existing art centers within the limits of the City at its sole expense without any contribution or obligation for financial support from the City.

25.2 The Monthly Service Fee for the provision of Park and Recreational Services \$480,155. If these services are selected by the City, the County will include this Monthly Service Fee in the monthly invoice that is provided to the City for all transition services selected by the City.

25.3 The City shall direct any concerns that it has with the Parks and Recreational

services, provided to it by the County, through the City Manager to the Director of Parks and Recreation.

## **ARTICLE 26**

### **BUSINESS OCCUPATIONAL TAX SERVICES**

26.1 At the request of the City, the County will provide Business Occupational Tax services that include the issuance of Business Occupational Tax Certificates to businesses that are located within the boundaries of the City and the collection of fees related to these tax certificates. The revenue generated from the collection of these taxes shall be remitted to the City.

26.2 The Monthly Service Fee for the provision of Business Occupational Tax services is \$32,629. If the City selects this service, the County will include the Monthly Service Fee to provide Business Occupational Tax services to the City in the monthly invoice that is provided to the City for all transition services selected by the City.

26.3 The City shall direct any concerns that it has with the Business Occupational Tax services, provided to it by the County, through the City Manager to the Director of Finance.

## **ARTICLE 27**

### **TRANSPORTATION SERVICES**

#### **27.1 TSPLOST Project Management**

27.1.1 At the request of the City, the County will manage the proposed Transportation Special Local Option Sales Tax projects that are located within the boundaries of the City. The City will allow the County to be the recipient of TSPLOST funds designated for the portion of Unincorporated Fulton within the city limits of the City per the TSPLOST Agreement, until such time as the City is prepared to take over management and administration of its TSPLOST projects. In furtherance of these management efforts, the City agrees to send direction to the Commissioner of the Georgia Department of Revenue to forward TSPLOST funds that are due to the City, directly to the County. The County will pay for its expenses associated solely with managing the City projects from the TSPLOST funds due to the City.

27.1.2 The funds referenced in this Article are those necessary to provide employees and management of the City projects. These funds are in addition to the .5% Project Oversight fee that is to be paid to the County for managing the entire county-wide TSPLOST program for programs the municipalities in Fulton County described in the TSPLOST Agreement.



27.1.3 The City shall direct any concerns that it has with the TSPLOST Project Management services, provided to it by the County, through the City Manager to the Chief Operations Officer.

27.2 **Road and Highway Maintenance.** At the request of the City, the County will continue to provide basic road and highway maintenance and repair consistent with the budget for 2016. This does not include any capital projects that might be considered major repairs or capital improvements.

27.3 The Monthly Service Fee for the provision of Road and Highway maintenance services is \$567,507. This fee does not include the costs associated with providing utility services for the traffic and street lights serving the areas located within the City's city limit. Until the City establishes its own account with an electrical provider, the County will continue to provide utility services at the rate of \$91,667 per month. The Parties agree that the City is responsible only for the County's actual costs incurred by the utility services for the traffic and street lights located within the City's borders. The County must provide all backup documentation to confirm the actual cost expended by the County for providing such utility services within the City's limits. If selected, the County will include the Monthly Service Fee to provide Road and Highway maintenance along with the utility service fee to the City, in the monthly invoice that is provided to the City for all transition services selected by the City.

27.4 The City shall direct any concerns that it has with the Road and Highway Maintenance services, provided to it by the County, through the City Manager to the Chief Operations Officer.

27.5 The County and City will discuss any further work on existing Capital Improvement Projects (CIP) and negotiate a separate fee for planning, design and engineering services and a project management fee for said projects.

## **ARTICLE 28**

### **STORMWATER SERVICES**

28.1 At the request of the City, the County will implement the state issued NPDES Phase II Stormwater Permit to be issued to the City at the budgeted service levels for 2016.

28.2 The Monthly Service Fee for the provision of Stormwater Management services is \$24,587. If selected, the County will include the Monthly Service Fee to provide Stormwater Management to the City, in the monthly invoice that is provided to the City for all transition services selected by the City.

28.3 The City shall direct any concerns that it has with the Stormwater services, provided to it by the County, through the City Manager to the Chief Operations Officer.

## **ARTICLE 29**

### **FULTON INDUSTRIAL DISTRICT**

The Parties acknowledge that, at the time of the execution of this Agreement, the area known as the Fulton Industrial District ("FID") remains in unincorporated Fulton County. The Parties further acknowledge that the FID may become part of the City in the future, or it may remain in unincorporated Fulton County. The County will continue to provide services to the FID.

## **ARTICLE 30**

### **COUNTY ASSETS**

#### **30.1 Transfer of Assets**

- a) At the request of the City, County assets for Fire Stations and Parks, no longer needed by the County to perform the services required under this Agreement, the Service Delivery Strategy Agreement and/or to provide any services required by state statute, will be transferred to the City in conformity with O.C.G.A Secs. 36-31-11.1(f) and (k)(1).
- b) On or before August 15, 2017, the County will provide an inventory of various County owned assets in the custody of departments that provided services to the unincorporated areas of South Fulton County which were paid for from Special Service District (SSD) funds. The City may acquire the assets identified pursuant to this Article 30.1(b) at the time that the County is no longer obligated to provide the services in this Agreement for which the assets were used, or to perform the services required under the Service Delivery Strategy Agreement and/or to provide any services required by state statute. At such time, the County agrees to transfer those assets at the nominal rate of one dollar (\$1.00) per item as authorized by the County Board of Commissioners.
- c) At such time that the County makes a decision as to which assets used by County departments, that provided services to the unincorporated areas of South Fulton County outside of FID, it no longer needs, that were procured with non-SSD funds, the City will be granted a first right of refusal to purchase these assets for their fair market value.
- d) If the City desires to acquire any asset that has an outstanding debt, the acquisition price shall include the amount required to retire the amount of the debt in full or the City shall assume the balance of the debt repayment, if permitted by the lender/creditor.

**30.2 Shared Use of County Facilities.** The parties acknowledge that the County owns the South Fulton Annex on Stonewall Tell Road and leases the office space located at 5440 Fulton Industrial Boulevard. The County hereby agrees to allow the City to assume the rental obligations associated with the lease at 5440 Fulton Industrial Boulevard in exchange for the County's right to retain access to a District Commissioner office at 5440 FIB near the front lobby area at no cost to the County and several currently occupied offices at the Fulton Industrial Boulevard location at no cost to continue to provide many of the services required under this Agreement. The County agrees to allow the City to have access to approximately 1,239 square feet of office space in the South Fulton Annex utilized by the Transition Team and to use the Auditorium in the South Fulton Annex for monthly council meetings until November 30, 2018. The parties agree not to access or charge any additional fees for the exchange of access to the office space provided herein. The City shall provide insurance listing the County as an additional insured during the time that the parties share office space.

**30.3 Credit Offset for Lease Payment.** The County agrees to reduce the total amount of the Monthly Service Fee payments due from the City to the County, for the services provided pursuant to this Agreement, by the amount of the monthly lease payment currently paid by the City for the space located at 5440 Fulton Industrial Boulevard for as long as the County provides services to the City pursuant to this Agreement. The amount of the monthly lease payments shall be reflected as a credit on the monthly invoices presented by the County to the City. The City shall provide insurance listing the County as an additional insured during the time that the parties share office space.

## **ARTICLE 31**

### **TRANSITION**

**31.1** In the event the City chooses to provide a service directly and on its own; or in the case of termination for default, after the exhaustion of all remedies and rights; or at the time of the expiration of this Agreement, the County and the City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from the County to the City providing services to facilitate the same level of service as provided by this Agreement for the residents, businesses and visitors of the City. The parties acknowledge that as a part of the transition and the final reconciliation process, invoices from various vendors and contractors may be delayed and not received as of the date of termination. The City agrees to pay for all costs incurred by the County for services rendered through the last day of the Agreement, despite the actual date of the receipt of the invoice or payment of the same.

**31.2** The County and City agree that, on at least a quarterly basis, the City Manager and County Manager or his designee will meet and confer to effect a smooth transition and review cost reports pursuant to Article 31.3.

**31.3** The County shall provide the City with a completed "A-130" form within five business days of completing the document. Any monies paid to the County from the City during the term of this Agreement, which remain after all obligations due to the County have

been paid at cost, will be remitted back to the City. A quarterly report of the costs incurred by the County and the funds received from the City will be prepared by the County. The first report will be made on or before October 15, 2017, and it will include any prior remissions. From that point forward, the reports required by this Article 31.4 shall be presented on a quarterly basis. Failure by the County to make such payments shall be an Event of Default.

31.4 Any grants that have been awarded to Fulton County concerning services provided within the boundaries of the City will be assigned to the City within thirty (30) days from the transition of the particular service to the City to the extent allowed by the Grantors.

31.5 During the transition period, the County will not make any decision regarding land use for which an application was submitted after January 1, 2017. The City's entering into this Agreement shall not be deemed a waiver of its position that the County may not exercise quasi-judicial authority over property located in the City, nor shall it prohibit the County from processing any application received prior to January 1, 2017. Further, during the transition period, the County will not make any decision regarding the purchase of equipment or materials over \$5,000 for the City; hiring additional employees who are providing services to the City beyond the staffing levels reflected in the 2016 Budget; or other similar acts without the approval of the City.

31.6 During the transition period, any monies that are due to the City from May 1, 2017 forward but flow through the County will be remitted to the City by the County. The City acknowledges that the County will not be depositing these funds and will remit them directly to the City for processing. This Article 31.7 includes, but is not limited to, the Insurance Premium Tax, and any other source which is fee based and sent to the County in error.

31.7 The parties acknowledge that the personal and property tax revenue for the 2017 tax year will be divided. The County as the taxing authority for January 1, 2017 until April 30, 2017 shall retain tax collections from this period of time and the City shall be entitled to all tax revenues from May 1, 2017 until December 2017. The Tax Commissioner shall be directed to generate separate personal and property tax bills for each taxing authority for the applicable billing cycle for the same.

## **ARTICLE 32**

### **INDEMNIFICATION**

32.1 It is the intent of the parties to be covered under the auspices of the immunity granted by O.C.G.A. §46-5-131. Only to the extent permitted by law and in the event O.C.G.A. §46-5-131 is deemed inapplicable, shall the City defend, indemnify and hold harmless the County and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this

Agreement by the City, its employees, officers and agents. The County shall promptly notify the City of each claim, assert all statutory defenses, cooperate with the City in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the City's participation.

32.2 It is the intent of the parties to be covered under the auspices of the immunity granted by O.C.G.A. §46-5-131. Only to the extent permitted by law and in the event O.C.G.A. §46-5-131 is deemed inapplicable, shall the County defend, indemnify and hold harmless the City and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by the County, its employees, officers, and agents. The City shall promptly notify the County of each claim, assert all statutory defenses, cooperate with the County in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the County's participation.

32.3 Both parties agree to obtain insurance for the liabilities assumed herein and may fulfill this obligation by listing the other party as an additional insured on their respective policies.

32.4 The immunity and indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

### **ARTICLE 33**

#### **AMENDMENTS**

This Agreement may be modified at any time during the term by mutual written consent of both parties.

### **ARTICLE 34**

#### **NOTICES**

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

**If to the County:** Richard Anderson, County Manager  
141 Pryor Street, SW,  
Suite 1000  
Atlanta, Georgia 30303  
404-612-8335  
404-612-0350 (facsimile)



**With a copy to:** Patrise Perkins-Hooker, County Attorney  
141 Pryor Street, SW,  
Suite 4038  
Atlanta, Georgia 30303  
404-612-0246 (telephone)  
404-730-6324 (facsimile)

**If to the City:** Ruth Jones, City Manager  
5440 Fulton Industrial Boulevard  
South Fulton, Georgia 30336

**With a copy to:** Josh Belinfante, City Attorney  
999 Peachtree Street, NE  
Suite 1120  
Atlanta, Georgia 30309

### **ARTICLE 35**

#### **NON-ASSIGNABILITY**

Neither party shall assign any of the obligations or benefits of this Agreement.

### **ARTICLE 36**

#### **ENTIRE AGREEMENT**

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement.

### **ARTICLE 37**

#### **SEVERABILITY**

If a court of competent jurisdiction renders any provision of this Agreement (or 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 of the provision, were not part of this Agreement.

## **ARTICLE 38**

### **BINDING EFFECT**

This Agreement shall insure to the benefit of, and be binding upon, the respective parties' successors.

## **ARTICLE 39**

### **COUNTERPARTS**

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

## **ARTICLE 40**

### **MISCELLANEOUS**

40.1 Cooperation. The parties agree to cooperate and coordinate the creation and the submittal to each other of any necessary reports, data or records that may be needed by each to carry out its essential functions and to comply with any reporting or auditing requirements of any regulatory agency. Each party shall have the right to assert, retain and protect the confidential and/or proprietary nature of any documents created by it.

40.2 Governing Law. This Agreement and each provision hereof shall be construed under and governed by the laws of the State of Georgia.

40.3 Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part, then such invalidity or unenforceability shall attach only to such clause or provision, or a part thereof, and shall not in any manner affect such clause or provision, or any other clause or provision in this Agreement.

40.4 Entire Agreement. This Agreement constitutes the entire Agreement between the parties regarding the rights and obligations discussed herein, and it is expressly understood and agreed that the Agreement may not be altered, amended, modified, or otherwise changed in any respect, except by a writing executed by each party or an authorized representative of each party.

40.5 Captions. The captions in this Agreement are for purposes of convenient reference only and form no part hereof.

40.6 Binding Effect. This Agreement, together with any amendments or attachments hereto, shall be binding upon the parties, and their heirs and successors.

40.7 Waiver. Failure of any party to pursue any remedy pursuant to the terms of this Agreement for any default by the other party or a party's waiver of any default or non-compliance by the other party shall not affect or impair either party's rights with respect to any

subsequent default or non-compliance of the same or different nature. Furthermore, a party's delay or omission in asserting any right which the party may have hereunder will not constitute a waiver of such party's right or impair the party's right to assert such default or non-compliance by the other party.

40.8 Drafting of Agreement. This Agreement shall be construed without regard to the party or parties responsible for its preparation and shall be deemed as having been prepared jointly by the parties. Any ambiguity or uncertainty existing in this Agreement shall not be interpreted or construed against any party hereto. The parties hereto agree that no representations except those contained herein that have been made by any party to induce the execution of this Agreement by any other party.

40.9 Relationship of Parties. Notwithstanding anything in this Agreement to the contrary, neither shall have the power to bind or obligate the other except as expressly set forth in this Agreement.

40.10 Survival of Representations. All terms, conditions, covenants, warranties contained in any determination of this Agreement shall remain in effect until amended by the applicable governing authority.

40.11 No Third-Party Beneficiaries. This Agreement is made between and limited to the County and City, and is not intended, and shall in no event be construed to be, for the benefit of any person or entity other than the County and the City, and no other person or entity shall be considered a third-party beneficiary of this Agreement or otherwise entitled to enforce the terms of this Agreement for any reason whatsoever.

40.12 Compliance with Applicable Laws. The parties acknowledge that they must comply with the applicable provisions of the Administrative Simplification section for the Health Insurance Portability And Accountability Act of 1996, codified at 42 U.S.C. § 1320 through d-8 ("HIPAA"), and the requirements of all regulations promulgated there under, including, without limitation, the federal, privacy regulations as contained in 45 CFR Parts 160, 162, and 164.


40.13 Non-Discrimination in Employment Practices. The parties agree to comply with all federal laws, rules and regulations and the laws, rules and regulations of their respective states which are applicable to non-discrimination in employment practices due to political affiliation, religion, race, color, sex handicap, age or national origin. Non-discrimination in Client/Client Service Practices: The parties agree to comply with all federal laws, rules and regulations and the laws, rules and regulations of their respective states which are relative to non-discrimination in client and client service practices because of political affiliation, religion, race, color, sex, handicap, age or national origin. Compliance with Applicable Provisions for the Americans with Disabilities Act: The parties agree to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal laws, rules and regulations and the laws, rules and regulations of their respective states regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for clients with disabilities.



IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

**FULTON COUNTY, GEORGIA**


**ATTEST:**

  
\_\_\_\_\_  
**John H. Eaves**  
**Chairman**  
**Fulton County Board of Commissioners**

  
\_\_\_\_\_  
**Interim Clerk to the Commission**


**SEAL**

**Approved as to Form:**

  
\_\_\_\_\_  
**Patrise Perkins-Hooker**  
**Fulton County Attorney**




**CITY OF SOUTH FULTON, GEORGIA**

  
\_\_\_\_\_  
**Mayor**

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

**Approved as to Form:**

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



## ATTACHMENT 1

### DEPARTMENT SERVICE AREA SCHEDULE OF MONTHLY FEES

Monthly Services	Fees (/month)
E911 (Art. 7.5)	\$156,250.00 (+ 911 charges upon each wired and wireless telephone subscriber)
Animal Control (Art 9.2)	\$49,423.00
Uniform Patrol (Police) (Art 12.5)	\$1,867,700.00
Uniform Patrol (Police) (Art 12.7)	subject to overtime charges to fill temporary vacancies
Police Recordkeeping and Reporting (Art 15.2)	subject to additional costs (ORI)
Ancillary Police (Art 16.4)	TBD (Vehicle Repair and Replacement responsibility refer to "Schedule A" for County's current fleet of police vehicles)
Fire and Rescue Department (Art 19.4)	\$1,675,432.00
Fire Overtime Detail and Special Assigns (Art 20.1)	subject to overtime charges to fill temporary vacancies
Ancillary Fire (Art 22.4)	TBD (Vehicle Repair and Replacement responsibility refer to "Schedule B" for County's current fleet of fire vehicles)
Planning and Zoning (Art 24.3)	\$312,038.00
Parks and Recreation (Art 25.2)	\$480,155.00
Business Occupational Tax (Art 26.2)	\$32,629.00
Road and Highway Maintenance (Art 27.3)	\$567,507.00
Stormwater (Art. 28.2)	\$24,587.00

**EXHIBIT A**  
**INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION**  
**OF 800 MHz RADIO SYSTEM ACCESS FOR THE CITY OF SOUTH FULTON**

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## **EXHIBIT A**

### **Intergovernmental Agreement for the Provision of 800 MHz Radio System Access for the City of South Fulton**

**INTERGOVERNMENTAL AGREEMENT  
FOR THE PROVISION OF  
800 MHz RADIO SYSTEM ACCESS  
BETWEEN  
FULTON COUNTY, GEORGIA and  
THE CITY of SOUTH FULTON, GEORGIA**

---

This agreement is made and entered into on this   1   day of   May  , 2017, by and between Fulton County, Georgia, a political subdivision of the state of Georgia (hereinafter the "County"), and the City of South Fulton, a governmental authority authorized to do business in the State of Georgia, (hereinafter "User");

**RECITALS**

Whereas the County is the sole owner and operator of an APCO P25 Phase 2 Digital 800 MHz radio system (hereinafter "the County System"); and

Whereas numerous County departments, including the Police, Sheriff, Marshal, Fire Department, Public Works, General Services Administration, School Police and National Park Services are presently users on the System; and

Whereas it is desirable to have a unified system to include entities on the System who affect and further the goal of protecting the citizens of Fulton County's health, safety, and welfare; and

Whereas User is a governmental authority located within Fulton County and provides public safety services to the citizens of the City of South Fulton in Fulton County; and

Whereas User therefore affects and furthers the goal of protecting the health, safety, and welfare of the citizens of the County;

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants contained herein, the County hereby grants to User a revocable license to use 632 radio units on the County's System for eight (8) months beginning May 1, 2017 and ending December 31, 2017, with three (3) renewal options ending December 31, 2020. User's license may be revoked only for good cause and only after User has had an opportunity to show cause why its license should not be revoked before the Board constituted for such purpose as set out in Paragraph Six (6). Such license is not intended to and does not grant to User any property interest in the County System. Additionally, either party is free to withdraw from this Agreement for any reason and at no cost to each respective party upon sixty (60) days written notice to the other party. This agreement may be renewed by mutual agreement approved by both governing bodies. The parties will meet on or before January 1, 2020 to review service under this Agreement and consider proposed modifications of the term. Any such proposed change is subject to consideration and approval of the Board of Commissioners and City Council.



**User Agrees To:**

(1) Limit the number of all subscriber units, including but not limited to mobile, portable, and console to 632. User may request additional units by making formal application with supporting documentation of need to the Director of the Emergency Communications Department or his/her designee. The application for additional units shall be reviewed and approved or denied by the Director or his/her designee. The Director or his/her designee, in reviewing an application, will take into account system loading, air time usage, number of system busies, and will make a decision based on maintaining the efficiency of the County's System for all users. All requests for additional units shall be made at least sixty (60) days prior to the beginning of the County's fiscal year (January 1). In extraordinary cases, additional units may be requested and added after such time and the cost of those additions shall be calculated on a pro rata basis of the original fiscal year contribution. Any application denied may be appealed to the Board constituted for such purposes as set out in Paragraph Six (6) hereinafter. User is absolutely prohibited from selling, assigning or otherwise transferring its license to use the County System, in whole or in part, to any other person or entity.

(2) Be solely responsible for purchasing and maintaining all equipment necessary to be a user on the County System. All subscriber units must be approved by type by the County. A conforming product list is available from the Department of Emergency Communications and will be updated from time to time. Products not listed will not be accepted. All maintenance performed on User's units must be certified by a Motorola certified technician, or otherwise consented to in writing by the Director of Emergency Communications.

(3) Comply with Motorola Software security constraints.

(4) Have any of its devices, equipment, or subscriber units, which cause any problems on the County System immediately taken out of service and repaired by User. User shall be responsible for all repair costs and for any damages or consequences arising out of such problematic device, equipment, or unit.

(5) Guarantee that all persons who will be operating subscriber units are adequately trained in the use of such units.

(6) Guarantee that its employees who are trained and authorized to use the System do so in compliance with federal, state, and county laws, codes, regulations and ordinances, as well as this Agreement. Alleged violations of any applicable law, code, regulation, ordinance, or this agreement will be reviewed by the Director or his/her designee. Upon finding a violation has occurred, the Director or his/her designee, in his/her discretion may require the User to remove a unit(s) from the System, place the User on probation for a certain period of time not to exceed six (6) months, and/or take other reasonable action. Persistent violations or misuse of the County System may result in User being removed entirely from the County System after User has had an opportunity to show cause why its license should not be revoked before the Board as set out below. Any action taken by the Director or his designee may be appealed to the Board

constituted for such purposes, said Board to be comprised of the Director of the Emergency Communications Department, the Chief of the Fulton County Police Department, the Chief of the Fulton County Fire Department, the Fulton County Sheriff, and Fulton County Marshal. Any adverse decision of this Board shall be appealed to the Fulton County Board of Commissioners, and their decision shall be final. All direct and indirect expenses arising out of violations or misuse by User and its employees and agents shall be borne by User. Additionally, User shall be responsible, at the request of the County, for responding to or assisting the County in responding to any correspondence or complaint received by the County from state or federal regulatory agencies involving User's units.

(7) Restrict its use of the County System to legitimate business-related purposes of the User. The County System shall not be used to conduct personal or unrelated business, except that which is incidental and occasional.

(8) Comply with any and all mandate(s) issued by authorized regulatory agencies. If subsequent to this agreement being entered into, technical or other changes are mandated by a regulatory agency, User will have the opportunity to remain on the County System if User is able to timely comply with the mandate(s). The County will in no way be responsible for bringing User into compliance with the mandate(s) or be responsible for any direct or indirect, tangible or intangible costs, damages, or losses incurred due to the mandates. Notwithstanding the foregoing, User agrees that should the County decide to comply with the mandate(s) in a time period that is shorter than required by the regulatory agency, User agrees to comply within that shorter time period so long as the County provides User at least two (2) years prior notice. If User is unable to comply with the mandate(s) within the applicable time allowed (either by a regulatory agency or the County), User agrees it shall be removed in whole or in part from the County System.

(9) Comply within one (1) year of receipt of notice from the County with any voluntary upgrades to Users equipment that are required due to upgrades or changes to the County System, including a change in vendor. The County will have the sole discretion to update or change the County System. The County will not be responsible for any expenditure, losses, or other claims caused by or attributable to such voluntary upgrades and/or changes to the County System.

(10) Remit to the County in a timely fashion its pro rata share of the estimated cost of the actual annual maintenance cost of the County System. The amount to be paid by User will be calculated based on the number of units accessible to User. If additional units are added within a fiscal year, the cost of the use of those units shall be calculated on a pro rata basis of the original fiscal year contribution. The County Emergency Communications Department will invoice the User at least thirty (30) days prior to the due date. Due date shall be annually and payments payable on January 1<sup>st</sup> of each year; and, the first payment under this contract shall be due and payable within 30 days of agreement execution for the remaining months within the calendar year. A late payment penalty, of ten percent (10%), will apply on all payments not received by the due date. Interest will also accrue at the rate of one percent (1%) per month or part thereof for any payment that is delinquent. The monies received will be placed in a restricted designated fund and managed by the County Finance Department. All monies in the account will

be expended exclusively for maintenance, and/or upgrade of the County System. The Board of Commissioners of Fulton County shall have the sole authority to authorize any expenditure from the account. In the event the County System is replaced during the term of this agreement and in the event the cost of such replacement is less than the amount contained in the designated fund, User's pro rata portion of the amount remaining in the fund will be reimbursed. If there is no replacement of the County System during the term of this agreement, User shall receive no reimbursement or pay any additional assessment. The pro rata share for years 2017 and 2018 is \$330 times the number of radio units 632, equals annual cost of \$208,560.00 or \$17,380.00 monthly. The pro rata share for years 2019 and 2020 will increase by approximately 6% to \$350 times the number of radio units 632, equals annual cost of \$ 221,200.00 or \$18,433.33 monthly. **The total radio units include police and fire for the City of South Fulton and Fulton Industrial Boulevard Corridor.**

(11) Abide by any reasonable rules and regulations promulgated by the County regarding the use of the County System. The User shall have the right to review the rules and regulations prior to their adoption and to make suggested changes if any rules or regulations present a conflict with the reasonable operation of the User System. Changes or exceptions to the rules or regulations will voluntarily be made by the County upon a showing by the User of such a conflict.

**The County Agrees To:**

- (1) Maintain and support the core of the County System.
- (2) Use best efforts to answer questions and facilitate use of the County System by User.
- (3) Comply with federal, state, and county rules.
- (4) Give adequate notification to User of violations, service interruption, and intent to remove units from operation on the County System.
- (5) Provide User one (1) year prior notice to any voluntary upgrades or early compliance with mandates to the County System that will affect User.

**TERMINATION AND DEFAULT REMEDIES:**

In the event that either party shall default on its obligations under this Agreement, including but not limited to failure to remit payment for license use or failure to provide access to the 800 MHz system, the other party may provide the breaching party with a written notice of default specifying the basis for the default and advising the defaulting party of the time frame to cure the default. All defaults shall be cured within a (30) day time period. The non-defaulting party may grant the defaulting party additional time to cure the default. Subject to the provisions of this Agreement, the non-defaulting party may elect to terminate the Agreement if the default is not remedied in the agreed upon cure period. The County and User reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

## EXHIBIT A

Either party may terminate this Agreement for its convenience at any time upon sixty (60) days written notice to the other party. If the County terminates, the City of South Fulton shall be entitled to receive reimbursement for fees received for services beyond the 60 days. If the city terminates, the County shall be entitled to termination fees prorated for 180 days.

### **SEVERABILITY:**

If any provision of this Agreement is held as a matter of law to be unenforceable or unconscionable, the remainder of this Agreement shall be enforceable without such provision.

### **GOVERNING LAW AND VENUE:**

This Agreement shall be governed by the laws of the state of Georgia. The obligations of the parties to this Agreement are performable in Fulton County, Georgia and, if legal action is necessary to enforce same, the parties agree exclusive venue shall lie in Fulton County, Georgia.

**WHEREFORE**, the parties having read and understood the terms of this agreement, they do hereby agree to such terms by execution of their signatures on the next page.

**FULTON COUNTY, GEORGIA**

**ATTEST:**

\_\_\_\_\_  
**John Eaves, Chairman**  
**Fulton County Board of Commissioners**

\_\_\_\_\_  
**Clerk**  
**Clerk to the Commission**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**County Attorney's Office**

\_\_\_\_\_  
**Joseph Barasoain, Director**  
**Fulton County Emergency**  
**Communications E-911 Department**

**CITY OF SOUTH FULTON, GEORGIA**

**ATTEST:**

\_\_\_\_\_  
**Mayor**  
**City of South Fulton**

\_\_\_\_\_  
**Municipal Clerk (SEAL)**

**APPROVED AS TO FORM:**

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



# EXHIBIT B

## Department Service Area Schedule of Monthly Fees

Monthly Services	Fees (/month)
E911 (Art. 7.5)	\$156,250.00 (+ 911 charges upon each wired and wireless telephone subscriber)
Animal Control (Art 9.2)	\$49,423.00
Uniform Patrol (Police) (Art 12.5)	\$1,867,700.00
Uniform Patrol (Police) (Art 12.7)	subject to overtime charges to fill temporary vacancies
Police Recordkeeping and Reporting (Art 15.2)	subject to additional costs (ORI)
Ancillary Police (Art 16.4)	TBD (Vehicle Repair and Replacement responsibility refer to "Schedule A" for County's current fleet of police vehicles)
Fire and Rescue Department (Art 19.4)	\$1,675,432.00
Fire Overtime Detail and Special Assigns (Art 20.1)	subject to overtime charges to fill temporary vacancies
Ancillary Fire (Art 22.4)	TBD (Vehicle Repair and Replacement responsibility refer to "Schedule B" for County's current fleet of fire vehicles)
Planning and Zoning (Art 24.3)	\$312,038.00
Parks and Recreation (Art 25.2)	\$480,155.00
Business Occupational Tax (Art 26.2)	\$32,629.00
Road and Highway Maintenance (Art 27.3)	\$567,507.00
Stormwater (Art. 28.2)	\$24,587.00

## **ATTACHMENT 1**

### **Department Service Area Schedule of Monthly Fees**

## Attachment 1 Department Service Area Schedule of Monthly Fees

Monthly Services	Fees (/month)
E911 (Art. 7.5)	\$156,250.00 (+ 911 charges upon each wired and wireless telephone subscriber)
Animal Control (Art 9.2)	\$49,423.00
Uniform Patrol (Police) (Art 12.5)	\$1,867,700.00
Uniform Patrol (Police) (Art 12.7)	subject to overtime charges to fill temporary vacancies
Police Recordkeeping and Reporting (Art 15.2)	subject to additional costs (ORI)
Ancillary Police (Art 16.4)	TBD (Vehicle Repair and Replacement responsibility refer to "Schedule A" for County's current fleet of police vehicles)
Fire and Rescue Department (Art 19.4)	\$1,675,432.00
Fire Overtime Detail and Special Assigns (Art 20.1)	subject to overtime charges to fill temporary vacancies
Ancillary Fire (Art 22.4)	TBD (Vehicle Repair and Replacement responsibility refer to "Schedule B" for County's current fleet of fire vehicles)
Planning and Zoning (Art 24.3)	\$312,038.00
Parks and Recreation (Art 25.2)	\$480,155.00
Business Occupational Tax (Art 26.2)	\$32,629.00
Road and Highway Maintenance (Art 27.3)	\$567,507.00
Stormwater (Art. 28.2)	\$24,587.00

## **SCHEDULE A**

### **Fulton County's Current Fleet of Police Vehicles**

Info as of 6/20/17 - Subject to change		
Vehicle Identification Number	County Number	Vehicle Year, Make, and Model
1FTRW07662KC03000	260008	2002 Ford F150 Truck
1FTKR1ED5APA06496	260093	2010 Ford Ranger
1FTKR1ED3APA06495	260095	2010 Ford Ranger
1FTKR1ED9APA06498	260096	2010 Ford Ranger
1FTKR1ED1APA06494	260097	2010 Ford Ranger
1FTMF1CM3EFC16773	505078	2014 Ford F150 Truck
1FTMF1CM8EFC16770	505079	2014 Ford F150 Truck
1FTMF1CM9EFC16776	505080	2014 Ford F150 Truck
1FTMF1CM0EFC16777	505081	2014 Ford F150 Truck
1FTMF1CM5EFC16774	505082	2014 Ford F150 Truck
1FTMF1CM7EFC16775	505083	2014 Ford F150 Truck
1FTMF1CMXEFC16768	505084	2014 Ford F150 Truck
1FTMF1CMXEFC16771	505085	2014 Ford F150 Truck
1FTMF1CM1EFC16772	505086	2014 Ford F150 Truck
1FTMF1CM1EFC16769	505087	2014 Ford F150 Truck
1FTKR1ED7APA06497	303458	2010 Ford Ranger
3GNGC26U92G308706	323562	2002 Chevrolet Suburban
1FMJU1F54AEA87936	336148	2010 Ford Expedition
2G1WD5EM5A1166603	347689	2010 Chevrolet Impala
2FAFP71W84X154258	364814	2004 Ford Crown Victoria
1FAFP53UX5A131462	364820	2005 Ford Taurus
1FAFP53U45A133997	364822	2005 Ford Taurus
1FAFP53U85A131458	364831	2005 Ford Taurus
1FAFP53U35A131464	364832	2005 Ford Taurus
1FTSX21546EA85415	364839	2006 Ford F250
2FAFP71W05X109879	368449	2005 Ford Crown Victoria
2G1WD5EM6A1164004	368474	2010 Chevrolet Impala
2G1WD5EM5A1166276	368475	2010 Chevrolet Impala
1FAFP53U86A149668	377569	2006 Ford Taurus
1FAFP53U66A149670	377570	2006 Ford Taurus
1FAFP53UX6A149672	377575	2006 Ford Taurus
2G1WD5EM2A1167644	378045	2010 Chevrolet Impala
2FAHP71W96X102567	378046	2006 Ford Crown Victoria
2FAHP71W86X102575	378048	2006 Ford Crown Victoria
2D4JN1AG8BR634305	501099	2011 Dodge Caravan
2C3CDXAT5GH286280	509831	2016 Dodge Charger
2C3CDXAT7GH286281	509834	2016 Dodge Charger
1FMJK1F59AEA87937	336146	2010 Ford Expedition
1FMEU63827UA97067	354850	2007 Ford Explorer
2FAFP71V38X155248	364908	2008 Ford Crown Victoria
2FAFP71V58X155249	364910	2008 Ford Crown Victoria
2FAFP71V88X155245	364913	2008 Ford Crown Victoria
1FAFP53U56A149675	377568	2006 Ford Taurus
2FAHP71W26X102572	378055	2006 Ford Crown Victoria
1GNFC13J07J159883	451474	2010 Chevrolet Tahoe
1GNLC2E08DR330311	504776	2013 Chevrolet Tahoe



1GNLC2E06DR331490	504777	2013 Chevrolet Tahoe
1FBSS3BL5DDA09758	320016	2013 Ford E350 Passenger Van
1GCEK19V83E118258	321119	2003 Chevrolet Silverado
1GCEK19V53E117987	321120	2003 Chevrolet Silverado
2FAHP71WX6X102576	378047	2006 Ford Crown Victoria
2FABP7BV5BX108212	500134	2011 Ford Crown Victoria
2FAFP71WX5X109842	368434	2005 Ford Crown Victoria
2FAFP71W75X109877	368447	2005 Ford Crown Victoria
2FAHP71W66X102574	378050	2006 Ford Crown Victoria
2FABP7BV7BX108213	500133	2011 Ford Crown Victoria
2G1WS5S3681380605	377587	2008 Chevrolet Impala
2G1WS57M991175318	377588	2009 Chevrolet Impala
1HD1FHR17WY633360	251256	1998 Harley FLHP1
1FTZF1764WNC00252	260022	1998 Ford F150 Truck
1FTKR1ED7APA06497	260094	2010 Ford Ranger
1HD1FHW15XY631158	279683	1999 Harley FLHP1
1HD1FHW11XY631884	279684	1999 Harley FLHP1
1FBSS31L1YHA69374	279692	2000 Ford E350
1FBSS31L3YHC06461	294108	2001 Ford E350
1HD1FHW191Y637939	304888	2001 Harley FLHP1
1GCEK19V92Z222247	323559	2002 Chevrolet Silverado
3GNGC26U32G311584	323561	2002 Chevrolet Suburban
1HD1FHW172Y633826	328997	2001 Harley FLHP1
WB10499A83ZE90059	335423	2003 BMW R15CHP
WB10499A23ZE90056	335424	2003 BMW R15CHP
2FAFP71W75X109880	347686	2005 Ford Crown Victoria
2FAFP71W44X154256	364811	2004 Ford Crown Victoria
2FAFP71W64X154257	364815	2004 Ford Crown Victoria
2FAFP71W84X154261	364816	2004 Ford Crown Victoria
1FAFP53U25A131455	364826	2005 Ford Taurus
1FTSX21566EA85416	364837	2005 Ford F250
1FTSX21526EA85414	364838	2006 Ford F250
2FAFP71V98X155237	364901	2008 Ford Crown Victoria
2FAFP71V08X155241	364902	2008 Ford Crown Victoria
2FAFP71V28X155242	364903	2008 Ford Crown Victoria
2FAFP71V08X155238	364905	2008 Ford Crown Victoria
2FAFP71V68X155244	364911	2008 Ford Crown Victoria
2FAFP71V18X155247	364912	2008 Ford Crown Victoria
2FAFP71W15X109860	368418	2005 Ford Crown Victoria
2FAFP71W95X109864	368419	2005 Ford Crown Victoria
2FAFP71W45X109870	368420	2005 Ford Crown Victoria
2FAFP71W85X109841	368422	2005 Ford Crown Victoria
2FAFP71W25X109849	368427	2005 Ford Crown Victoria
2FAFP71W25X109852	368432	2005 Ford Crown Victoria
2FAFP71W35X109858	368438	2005 Ford Crown Victoria
2FAFP71W05X109834	368439	2005 Ford Crown Victoria
2FAFP71W25X109835	368441	2005 Ford Crown Victoria

2FAFP71W95X109878	368448	2005 Ford Crown Victoria
2FAFP71W75X109863	368457	2005 Ford Crown Victoria
2FAFP71W65X109868	368458	2005 Ford Crown Victoria
2FAFP71W85X109869	368460	2005 Ford Crown Victoria
4F4YR16V2XTM30596	368464	1999 Mazda B3000
WB10499A64ZE95598	368465	2004 BMW R15CHP
WB10499A84ZE95599	368466	2005 BMW R15CHP
WB10499A24ZE95601	368468	2004 BMW R15CHP
2G1WD5EMXA1166872	368473	2010 Chevrolet Impala
1FAFP53U16A149673	377573	2006 Ford Taurus
2FAHP71W26X102555	378018	2006 Ford Crown Victoria
2FAHP71W16X102563	378019	2005 Ford Crown Victoria
2FAHP71W06X102537	378021	2006 Ford Crown Victoria
2FAHP71W76X102549	378022	2006 Ford Crown Victoria
2FAHP71W56X102548	378023	2006 Ford Crown Victoria
2FAHP71W36X102564	378024	2006 Ford Crown Victoria
2FAHP71WX6X102562	378027	2006 Ford Crown Victoria
2FAHP71W46X102556	378028	2006 Ford Crown Victoria
2FAHP71W66X102543	378038	2006 Ford Crown Victoria
2FAHP71W46X102542	378031	2005 Ford Crown Victoria
2FAHP71W56X102551	378032	2006 Ford Crown Victoria
2FAHP71W76X102552	378040	2006 Ford Crown Victoria
2FAHP71W96X102553	378041	2006 Ford Crown Victoria
2FAHP71W16X102546	378044	2006 Ford Crown Victoria
2FAHP71W46X102573	378049	2006 Ford Crown Victoria
2FAHP71W96X102570	378051	2006 Ford Crown Victoria
2FAHP71W06X102571	378052	2006 Ford Crown Victoria
2FAHP71W26X102569	378054	2006 Ford Crown Victoria
2FAHP71W06X102568	378056	2006 Ford Crown Victoria
1GNEC13Z06R147069	378057	2006 Chevrolet Tahoe
1GNEC13ZX6R149749	378058	2006 Chevrolet Tahoe
1GNEC13Z86R148003	378059	2006 Chevrolet Tahoe
1GNEC13ZX6R146317	378060	2006 Chevrolet Tahoe
1GNMCAE02AR130065	378075	2010 Chevrolet Tahoe
2FABP7BV8AX110681	383685	2010 Ford Crown Victoria
2FABP7BV9AX110687	383686	2010 Ford Crown Victoria
2FABP7BVXAX110679	383687	2010 Ford Crown Victoria
2FABP7BV3AX110684	383688	2010 Ford Crown Victoria
2FABP7BV6AX110680	383689	2010 Ford Crown Victoria
2FABP7BVXAX110682	383690	2010 Ford Crown Victoria
2FABP7BV5AX110685	383691	2010 Ford Crown Victoria
2FABP7BV2AX110689	383693	2010 Ford Crown Victoria
2FABP7BV7AX110686	383694	2010 Ford Crown Victoria
2FABP7BV0AX110688	383695	2010 Ford Crown Victoria
1GNZCLEGXA209658	450703	2010 Chevrolet Suburban
2FABP7BV7BX107434	500124	2011 Ford Crown Victoria
2FABP7BVXBX107430	500125	2011 Ford Crown Victoria

2FABP7BV4BX107438	500126	2011 Ford Crown Victoria
2FABP7BV3BX107429	500127	2011 Ford Crown Victoria
2FABP7BV3BX107432	500128	2011 Ford Crown Victoria
2FABP7BV0BX107436	500129	2011 Ford Crown Victoria
2FABP7BV5BX107433	500130	2010 Ford Crown Victoria
2FABP7BV2BX107437	500131	2011 Ford Crown Victoria
2FABP7BV3BX108211	500132	2011 Ford Crown Victoria
1FMJU1F51BEF24275	500604	2011 Ford Expedition
1FAHP2MT3DG143185	503265	2013 Ford Interceptor
1FAHP2MT0EG120125	504189	2014 Ford Taurus
1FAHP2MT4EG120127	504190	2014 Ford Taurus
1FAHP2MT7EG120123	504191	2014 Ford Taurus
1FAHP2MT4EG120113	504210	2014 Ford Taurus
1FAHP2MT9EG120124	504193	2014 Ford Taurus
1FAHP2MT3EG120121	504194	2014 Ford Taurus
1FAHP2MT9EG120110	504195	2014 Ford Taurus
1FAHP2MT5EG120122	504196	2014 Ford Taurus
1FAHP2MT2EG120112	504197	2014 Ford Taurus
1FAHP2MT0EG120111	504199	2014 Ford Taurus
1FAHP2MT1EG120120	504200	2014 Ford Taurus
1FAHP2MT8EG120129	504202	2014 Ford Taurus
1FAHP2MT1EG120117	504203	2014 Ford Taurus
1FAHP2MT6EG120114	504205	2014 Ford Taurus
1FAHP2MT3EG120118	504206	2014 Ford Taurus
1FAHP2MT8EG120115	504207	2014 Ford Taurus
1FAHP2MT2EG120109	504208	2014 Ford Taurus
1FAHP2MT0EG120108	504209	2014 Ford Taurus
1FM5K8AR4FGA66171	505640	2015 Ford Explorer
1FM5K8AR6FGA66172	505641	2015 Ford Explorer
1FM5K8ARXFGA66174	505642	2015 Ford Explorer
1FM5K8AR8FGA66173	505643	2015 Ford Explorer
1FAHP2MT5FG175543	507181	2015 Ford Taurus
1FAHP2MT7FG175544	507182	2015 Ford Taurus
1FAHP2MT9FG175545	507183	2015 Ford Taurus
1FAHP2MT0FG175546	507184	2015 Ford Taurus
1FAHP2MT2FG175547	507185	2015 Ford Taurus
1FAHP2MT4FG175548	507186	2015 Ford Taurus
1FAHP2MT6FG175549	507187	2015 Ford Taurus
1FAHP2MT2FG175550	507188	2015 Ford Taurus
1FAHP2MT4FG175551	507189	2015 Ford Taurus
1FAHP2MT6FG175552	507190	2015 Ford Taurus
2C3CDXAT6GH286286	508828	2016 Dodge Charger
2C3CDXAT4GH286285	509822	2016 Dodge Charger
2C3CDXAT0GH286283	509823	2016 Dodge Charger
2C3CDXATXGH286291	509824	2016 Dodge Charger
2C3CDXATXGH286288	509825	2016 Dodge Charger
2C3CDXAT8GH286287	509826	2016 Dodge Charger

2C3CDXAT1GH286292	509827	2016 Dodge Charger
2C3CDXAT6GH286286	509828	2016 Dodge Charger
2C3CDXAT9GH286282	509829	2016 Dodge Charger
2C3CDXAT1GH286289	509830	2016 Dodge Charger
2C3CDXAT8GH286290	509832	2016 Dodge Charger
2C3CDXAT9GH286279	509833	2016 Dodge Charger
2C3CDXAT2GH286284	509835	2016 Dodge Charger
1FTRX18L51NB91944	509853	2001 Ford F150 Truck
1FMYU92Z05KA45759	540901	2005 Ford Escape
1FMZU62K23UC53939	550003	2003 Ford Explorer
1GN5GCEC5HR124159	510587	2017 Chevrolet Suburban
2C3CDXAT0GH347535	510449	2016 Dodge Charger
2C3CDXAT7GH347533	510452	2016 Dodge Charger
2C3CDXAT5GH347529	510444	2016 Dodge Charger
2C3CDXAT8GH347542	510447	2016 Dodge Charger
2C3CDXAT4GH347537	510440	2016 Dodge Charger
2C3CDXAT8GH347539	510451	2016 Dodge Charger
2C3CDXAT2GH347536	510446	2016 Dodge Charger
2C3CDXAT6GH347538	510443	2016 Dodge Charger
2C3CDXAT9GH347534	510442	2016 Dodge Charger
2C3CDXAT4GH347540	510453	2016 Dodge Charger
2C3CDXAT6GH347541	510450	2016 Dodge Charger
2C3CDXAT5GH347532	510445	2016 Dodge Charger
2C3CDXAT3GH347531	510448	2016 Dodge Charger
2C4RDGBG0HR657039	511885	2017 Dodge Grand Caravan
42131900A1TMBA03372	504086	2013 T3Motion Segway
42132000A1TMBA03371	504085	2013 T3Motion Segway
4XACH50AX3A726594	348681	2002 Polaris Sportsman 500 ATV
4XACH50A13B815111	348682	2002 Polaris Sportsman 500 ATV

## **SCHEDULE B**

### **Fulton County's Current Fleet of Fire Vehicles**



Info as of 6/20/17 - Subject to change			
Vehicle Identification Numbers	County Number	Vehicle Year, Make, and Model	
4S7AT2E9XGC080722	510163	2016 Spartan Gladiator Fire Truck (Pumper)	
1FTEW1EF3GFC00689	509852	2016 Ford F-150	
4S7AU2E98DC077519	505072	2014 Spartan-Gladiator Fire Truck (Pumper)	
4S7AQ72F904C047626	310263297	2004 Spartan-Rosnebauer (GSAR)	
4S7AT30962C042300	343723	2002 Spartan Fire Truck (Pumper)	
1FDWE35F2YH868970	263282	2000 Ford E-350 (Rescue Unit)	
4S7AU2E94DC077520	505073	2014 Spartan Gladiator Fire Truck (Pumper)	
1FTEW1EF8FKD84243	507192	2015 Ford F-150	
4S7AW4299WC027404	251951	1998 Spartan LTI Fire Truck (Tiller Aerial Truck)	
AS7AT2E98GC080721	510162	2016 Spartan Gladiator Fire Truck (Pumper)	
4S7AU2C945C050564	343727	2005 Spartan (Hazardous Material Truck)	
4P1CT02S4VA000174	310262014	1996 Pierce Fire Truck (Aerial Truck)	
4S7AT30932C042299	343722	2002 Spartan Fire Truck (Pumper)	
1FD0W4HT18EA85940	500532	2011 Ford DRW (Hazardous Material Decon 1)	
4S7AT2E91GC080723	510584	2016 Spartan Gladiator Fire Truck (Pumper)	
1FUBCYB5ADHFE0401	503525	2013 Freightliner (Decon Truck)	
1FV6TMD87YH85055	305252	1999 Freightliner Fire Truck (Pumper)	
1FV6HLCA2YH872642	263259	2000 Freightliner Air/Light Unit	
1K9AF42836N058135	377695	2006 KME Fire Truck (Pumper)	
1FDWE35F8YH855236	263280	2000 Ford E-350 (Rescue Unit)	
4S7AT3099X2G042302	343725	2002 Spartan Fire Truck (Pumper)	
1FDWE35FYH855250	263281	2000 Ford E-350 (Rescue Unit)	
1FT8W3B68FEA61497	505560	2014 F-350 Super Duty	
1FTNX21FX3EA00918	263291	2003 F-250	
1FTSF30L2E828179	263284	2001 F-350	
1FTSX20P35EB40082	263296	2005 F-250	
2FAFP71W87X101256	377698	2007 Crown Victoria	
1FTSF30L91E828180	263283	2001-F-350	
1F8SS31L52H863085	263289	2002 E-350	
1FMNU40P65ED47787	377692	2006 Excursion	
1FMNU40P65ED47789	377693	2006 Excursion	
1FMNU40P65ED47790	377694	2006 Excursion	
4S7AU4291WC027256	251952	1998 Spartan LTI	
1K9AF42856N058136	377696	2006 KME	
4S7AT30982C042301	343724	2002 Spartan	
1FDAF56F41ED78639	263287	2001 F-550	
W006X4X062640	388486	6x4 Gasoline Gator	
2FTRX17W9YNB26228	263279	2000 Ford F-150	
1GNLC2EC6FR277962	505756	2015 Chevrolet Tahoe	
1GNLCDEC0GR414374	509878	2016 Chevrolet Tahoe	
1GNLCDEC3GR414417	509879	2016 Chevrolet Tahoe	
3FA6P0G73HR150825	509877	2017 Ford Fusion	
KNADM4A39G6648205	509872	2016 KIA RIO LK	
KNADM4A36G6663468	509873	2016 KIA RIO LX	
1FTEX1CM3EKD94479		2014 Ford F-150	
1G1JC52F337266398	263295	2003 Chevrolet Cavalier	
1G1ND52J816106015	263286	2001 Chevrolet Malibu	

## **SCHEDULE C**

### **Description of Fulton County's Parks and Recreational Services**

**SCHEDULE C**

<b>Recreation Programming</b>	<b>Season</b>	<b>Anticipated Participation Numbers</b>
After School Program (4 Locations)	September – May of each year	140
Summer Camp Program (4 Locations)	June 1-July 28 of each year	150-200
Spring Break Camp (4 Locations)	First or Second week in April of each year	80
Holiday Camp (4 Locations)	Christmas & Thanksgiving Break	80-100
Positive Outreach Student Transition (P.O.S.T. – alternative student suspension program)	October – May of each year	15-20
Fulton County Schools Professional Development/Release Days (Schools Closed)	TBD by Fulton County Public Schools	100-150
Future Seekers Teen Program (Service Provider Oversight)	September – May of each year	15-20
Transforming Youth Mentoring Program (Service Provider Oversight)	September – May of each year	15-20
<b>Athletics</b>	<b>Season</b>	<b>Anticipated Participation Numbers</b>
Youth Basketball (County Oversight)	December – March 4 <sup>th</sup>	700-750
Track (County Oversight)	March-May	80-120
Karate (Service Provider Oversight)	Year Round	25-40
Gymnastics (Service Provider Oversight)	September-November	20-40
Youth Tackle Football (Youth Athletic Association Oversight) (3 Locations)	October – November	750-1000
Youth Cheerleading (Youth Athletic Association Oversight) (3 Locations)	October-November	150
Youth Baseball (Youth Athletic Association Oversight) (3 Locations)	March-June	500-700
Youth Soccer (Youth Athletic Association Oversight)	August – November	200-400
Flag Football (Youth Athletic Association Oversight)	October-November	50