

CITY OF SOUTH FULTON, GEORGIA
South Fulton Service Center Auditorium, 5600 Stonewall Tell Road
Tuesday, March 27, 2018, 7:00pm



The Honorable William “Bill” Edwards, Mayor (present)
The Honorable Mark Baker, District 7, Mayor Pro Tem (present)
The Honorable Catherine F. Rowell, District 1, Councilmember (present)
The Honorable Carmalitha Gumbs, District 2 Councilmember (present)
The Honorable Helen Z. Willis, District 3 Councilmember (present)
The Honorable Naeema Gilyard, District 4 Councilmember (present)
The Honorable Rosie Jackson, District 5 Councilmember (present)
The Honorable khalid kamau, District 6 Councilmember (present)

REGULAR MEETING MINUTES

1. Call to Order

The meeting was called to order by Mayor Edwards at 7:05pm.
Following the roll call by the City Clerk, all members were present.
Therefore, there was a quorum.

2. Invocation

The Invocation was rendered by Pastor Warren T. Henry.

3. Pledge of Allegiance

The Pledge of Allegiance was recited in unison.

CITY OF SOUTH FULTON, GEORGIA
South Fulton Service Center Auditorium, 5600 Stonewall Tell Road
Tuesday, March 27, 2018, 7:00pm

4. Approval of the Consent Agenda (*Voted upon with one motion*).

The City Clerk announced, “If discussion of any Consent Agenda item is desired, that item will be removed from the Consent agenda, moved to Regular Meeting Agenda and considered separately”.

- a. Meeting Minutes – Tuesday, March 20, 2018 (Work Session and Regular Meeting). APPROVED**

b. Emergency Items

- i. IGA for the provision of 911 Emergency communication services between Fulton County, Georgia and the City of South Fulton, Georgia (**Agr2018-014**).

Moved to Regular Meeting Agenda as approved by motion at the Work Session Meeting.

- ii. IGA for the provision of 800 MHz Radio System access and records management system (RMS) between Fulton County, Georgia and the City of South Fulton, Georgia (**Agr2018-015**).

Moved to Regular Meeting Agenda as approved by motion at the Work Session Meeting.

c. Ordinances

- i. **[2nd READING]** Ordinance to amend Title 8, traffic and vehicles, chapter, in general, of the City Code of Ordinances, to provide for restrictions on overnight parking and other parking regulations and for other lawful purposes. (**Willis and Gilyard – Ord2018-015**). **APPROVED**
- ii. **[2nd READING]** Ordinance amending Title 15, Criminal Offenses, Chapter 3, offenses involving property rights, of the City Code of Ordinances; providing for the maintenance of an orderly place; and for other lawful purposes. (**Mayor Edwards and Willis – Ord2018-016**). **APPROVED**

CITY OF SOUTH FULTON, GEORGIA
South Fulton Service Center Auditorium, 5600 Stonewall Tell Road
Tuesday, March 27, 2018, 7:00pm

- iii. **[2nd READING, AS-REVISED]** Ordinance to amend Title 1, Administration, Chapter 9, Contracting Procedures, of the City Code, to authorize the City Manager to sign contracts and make purchases and for other lawful purposes. **(Jackson – Ord2018-017). APPROVED**
- iv. **[2nd READING]** Ordinance to create Title 4, Law Enforcement, of the City Code of Ordinances, to enhance the safety, protection and general welfare of the City, its citizens and the general public and for other lawful purposes. **(Willis – Ord2018-019). APPROVED**

d. Grants

- i. Request for Approval to Apply for a Grant from Georgia Pacific Foundation for \$100,000 to support the City's Municipal Pretrial Diversion Program – Kathleen Vaughn, Grants Administrator **(Grt2018-002). APPROVED**

A motion was made by Councilmember Gumbs and seconded by Mayor Pro Tem Baker to approve the Consent Agenda with the removal of two (2) Emergency Items: IGA for 911 Emergency Services; and, IGA for 800 MHz Radio System access. The motion passed unanimously, 7-0-0.

.....
End of the Consent Agenda

5. Approval of the Regular Meeting Agenda

- a. **A motion was made by Councilmember Willis and seconded by Councilmember Jackson to add a Resolution to establish the South Fulton Business and Community Council, promote community and business outreach and for other lawful purposes. (Rowell, Gumbs, Willis, Gilyard and Jackson – Res2018-021). Mayor Pro Tem Baker, Councilmembers**

CITY OF SOUTH FULTON, GEORGIA
South Fulton Service Center Auditorium, 5600 Stonewall Tell Road
Tuesday, March 27, 2018, 7:00pm

Gumbs, Willis, Gilyard, Jackson and khalid voted yea. Councilmember Rowell voted no. Therefore, the motion passed, 6-1-0.

- b. A motion was made by Councilmember Gumbs and seconded by Councilmember Gilyard to defer three (3) zoning items, M18-001 Applicant, M18-002 Applicant and Z17-003 Applicant, as requested by the City Manager. The motion passed unanimously, 7-0-0.**
- c. A motion was made by Councilmember Gumbs and seconded by Councilmember Gilyard to defer the three (3) zoning items, to the April 10, 2018 Regular Meeting, as requested by the City Manager. The motion passed unanimously, 7-0-0.**
- d. A motion was made by Councilmember Gumbs and seconded by Councilmember Gilyard to add an EMERGENCY Ordinance amending the Municipal Court schedule and for other lawful purposes. (Ord2018-021). The motion passed unanimously, 7-0-0.**
- e. A motion was made by Councilmember Gumbs and seconded by Councilmember Willis to add an Executive Session regarding Personnel as requested by the City Manager. Mayor Pro Tem Baker, Councilmembers Rowell, Gumbs, Willis, Gilyard and Jackson voted yea. Councilmember khalid voted no. Therefore, the motion passed, 6-1-0.**
- f. A motion was made by Councilmember Willis and seconded by Councilmember Gumbs to adopt the Regular Meeting Agenda as amended. The motion passed unanimously, 7-0-0.**

CITY OF SOUTH FULTON, GEORGIA
South Fulton Service Center Auditorium, 5600 Stonewall Tell Road
Tuesday, March 27, 2018, 7:00pm

6. Proclamations and Recognitions
 - i. Proclamation recognizing First Annual Spring Egg-Stravaganza, Sunday, April 1, 2018 (**khalid**)

PRESENTED

7. Public Comment
 - a. Speakers will be granted up to two minutes each and public comment will not exceed 30 minutes. Speakers will not be allowed to yield or donate their time to other speakers.

The following eight (8) citizens offered public comment:

- **Mr. Mike Taylor (District 4)** When doing the zoning modifications, hopefully you will not do anything to violate the Cedar Grove Overlay. Also, he is very happy the City of South Fulton has a police force.
- **Ms. Nikki Cooper (District 2)** concerned with the short-term rentals of hotels (Airbnb) in the City of South Fulton, it creates violate crimes. Did not vote for Matt Dollar because she did not want to support H.B. 579.
- **Ms. Joyce Armster (District 6)** thanked Mayor, Councilmember khalid and Interim Police Chief Rogers for their support. Thanked all who came out to the Old National Clean-up, picked up 700 pounds of trash. Walmart and Bojangles' donated refreshments.
- **Dr. Jesse Hightower, Jr.** spoke on behalf of the South Fulton Tennis Center. Disappointed that they are being directed to the rear instead of the front entrance, this is hard for disabled. The past six months have experienced a lot of break-ins there.
- **Mr. Jarman Bryant (District 5)** against H.B. 1063, Family Responsibility Bill and disagree with name calling by Councilmembers. Elected Officials for D61 through D65 seem to be making the decisions for the City of South Fulton, and he is concerned about that.
- **Dr. Kenneth Walker (District 2)** commend the City for hiring police department. There have been break-ins at the Wolf Creek Country

CITY OF SOUTH FULTON, GEORGIA
South Fulton Service Center Auditorium, 5600 Stonewall Tell Road
Tuesday, March 27, 2018, 7:00pm

Club Community, but citizens will feel safer now that we have a police force.

- **Ms. Glenda Collins (District 5)** thanks for the new Police Department. The easement rules should be revised to include more property surrounding buildings and warehouses that are being built. Also, the dumping of additional traffic on 2-lane roads is very bad for our communities. The buffer rules should be revised to at least 100 feet.
- **Ms. Brenda H. Jenkins (District 7)** welcomed Mr. Donald and appreciates the City Manager's leadership. Welcomed the new Police Department and noted they look good in their uniforms; however, we need them to implement community policing model. The City Council has issued Ordinances without a Comprehensive Strategic Plan.

8. Business

a. Zoning, Modifications, Variances (Public Hearings)

- i. Request for Modification – **M18-001 Applicant**,
Public hearing to consider a modification request from two conditions identified in zoning case Z04-149 (staggered setback and minimum front yard setback) at the Riverwalk Trace subdivision (Hill Rock Lane & Sky Leaf Lane) by Christopher Harris of Rivertown Road LLC.

DEFERRED TO APRIL 10, 2018 REGULAR MEETING.

- ii. Request for Modification – **M18-002 Applicant**,
Public hearing to consider a modification request from three conditions identified in zoning case Z06-035 (staggered setback, minimum heated floor area, and number of lots) at the Old Jonesboro Landing subdivision (Ebb Circle & Rudder Circle) by Scott Butler of Century Communities of Georgia LLC.

CITY OF SOUTH FULTON, GEORGIA
South Fulton Service Center Auditorium, 5600 Stonewall Tell Road
Tuesday, March 27, 2018, 7:00pm

DEFERRED TO APRIL 10, 2018 REGULAR MEETING.

- iii. Request for Zoning – **Z17-003 Applicant**,
Public hearing to consider a rezoning request of property at 7050 Goodson Road from AG-1 (Agricultural District) to M-1 (Light Industrial District) by Adam Richards of Goodson Land Partners LLC.

DEFERRED TO APRIL 10, 2018 REGULAR MEETING.

- iv. Request for Zoning – **Z17-004 Applicant**,
Public hearing to consider a rezoning request of property at O Old National Hwy (SE intersection of Old National Hwy and Bigwood Trl) from R-4 (Single-Family Dwelling District) and AG-1 (Agricultural District) to O-I (Office and Institutional District) by Dr. Paul McKoy of Renewed Medical Concepts LLC.

Staff presented the case for Applicant Z17-004, followed by a public hearing.

- a. **A motion was made by Councilmember Gilyard and seconded by Councilmember Gumbs to open discussion for public hearing.**
- b. **A motion was made by Councilmember Willis and seconded by Councilmember Gilyard to close the public hearing.**
- c. **A motion was made by Councilmember Jackson and seconded by Councilmember Willis to close the public hearing.**
- d. **Mayor Edwards asked the public if anyone was for/against and would like to speak. There were four (4) citizens to speak.**

CITY OF SOUTH FULTON, GEORGIA
South Fulton Service Center Auditorium, 5600 Stonewall Tell Road
Tuesday, March 27, 2018, 7:00pm

- **Mr. Dan Coleman (District 4) – For, glad to see this.**
- **Ms. Nikki Cooper (District 2) – For, if Medicaid/Medicare is accepted.**
- **Ms. Erica Curry (District 6) – Against, a Medical Center at this location/area.**
- **Mr. Michael Venable (District 6) – Against, likes Medical Center but not at this location, this might set a bad precedent for other things to come in.**

A motion was made by Councilmember Jackson and seconded by Councilmember Willis to approve the rezoning request, Z17-004 Applicant. Councilmembers Rowell, Gumbs, Willis and Jackson voted yea. Councilmembers khalid and Gilyard did not vote. Mayor Pro Tem Baker abstained (Family Dentist). Therefore, the motion passed, 4-0-3.

b. Ordinances

- i. **[1st READING] Ordinance to amend Title 6, Health and Sanitation, of the City Code, to provide for Enforcement of Air Quality Standards and for other lawful purposes. (Gilyard – Ord2018-020)**

HEARD. Councilmember Gilyard informed the Mayor and Council that this Ordinance will be amended by the next Regular Council Meeting.

- ii. **Resolution to establish the South Fulton Business and Community Council, promote Community and business outreach and for other lawful purposes. (Rowell, Gumbs, Willis, Gilyard and Jackson – Res2018-021)**

A motion was made by Councilmember Willis and seconded by Councilmember Gilyard to approve Res2018-021. Mayor Pro Tem Baker, Councilmembers Rowell, Gumbs, Willis, Gilyard and Jackson voted yea. Councilmember khalid did not vote. Therefore, the motion passed, 6-0-1.

CITY OF SOUTH FULTON, GEORGIA
South Fulton Service Center Auditorium, 5600 Stonewall Tell Road
Tuesday, March 27, 2018, 7:00pm

- iii. **[EMERGENCY]** An emergency Ordinance amending the Municipal Court schedule and for other lawful purposes. (Ord2018-021)

A motion was made by Councilmember Gumbs and seconded by Councilmember Gilyard to approve Emergency Ord2018-021. The motion passed unanimously, 7-0-0.

- iv. IGA for the provision of 911 Emergency communication services between Fulton County, Georgia and the City of South Fulton, Georgia (**Agr2018-014**).

Councilmember Gilyard discussed the concerns she had with the IGA. The City Attorney reviewed her amendments and reported to the Council that Fulton County has accepted all the proposed amendments she made, which include protection clauses for the City of South Fulton.

A motion was made by Councilmember Rowell and seconded by Councilmembers Willis and Gilyard to execute the IGA for the Provision of 911 Emergency Communication Services. The motion passed unanimously, 7-0-0.

- v. IGA for the provision of 800 MHz Radio System access and records management system (RMS) between Fulton County, Georgia and the City of South Fulton, Georgia (**Agr2018-015**).

A motion was made by Councilmember Gumbs and seconded by Mayor Pro Tem Baker and Councilmember khalid to approve the IGA for the provision of 800 MHz Radio System Access and Records Management System (RMS). The motion passed unanimously, 7-0-0.

~~9. Mayor and City Council Comments (Two Minutes Each)~~

CITY OF SOUTH FULTON, GEORGIA
South Fulton Service Center Auditorium, 5600 Stonewall Tell Road
Tuesday, March 27, 2018, 7:00pm

10. Executive Session

A motion was made by Councilmember Gumbs and seconded by Mayor Pro Tem Baker to recess for a closed Executive Session regarding Personnel. The motion passed unanimously, 7-0-0.

The Executive Session began at 8:45pm and ended at 8:59pm.

A motion was made by Mayor Pro Tem Baker and seconded by Councilmember khalid to close the Executive Session. Hearing no objections, the motion passed.

11. Adjournment

A motion was made by Councilmember Gumbs and seconded by Councilmember khalid to adjourn Regular Meeting. Hearing no objections, the motion passed.


Mark Massey, City Clerk

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF
911 EMERGENCY COMMUNICATION SERVICES
BETWEEN
FULTON COUNTY, GEORGIA and
THE CITY OF SOUTH FULTON, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), by and between Fulton County, Georgia (hereinafter "County"), a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and the City of South Fulton, Georgia (hereinafter "City"), a municipality of the State of Georgia.

WITNESSETH:

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

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

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;

WHEREAS, the County and the City desire to enter into a new Intergovernmental Agreement (the "911 IGA") for the County to provide a public safety answering point within the boundaries of the City for the period from March 26, 2018 through and including September 30, 2018 with three (3) automatic one year renewals commencing on October 1 of each successive year;

WHEREAS, the 911 IGA establishes the cost of Enhanced 911 Emergency call reception and public safety radio dispatch services to be provided by the County to the City pursuant to this Agreement;

WHEREAS, 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

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereunto agree as follows:

ARTICLE 1

PURPOSE AND INTENT

- 1.1 The purpose of this Agreement is to provide the vital and necessary communications link between the City of South Fulton citizens and the Fulton County Department of Emergency Communications-911 through use of the County's consolidated 911 call reception and radio dispatching of requests of public safety services for the period from March 26, 2018 at 0000 hours and concluding at 2400 hours on September 30, 2018 with three (3) automatic one year renewals commencing on October 1 of each successive year. This Agreement shall terminate at 2400 hours on September 30, 2021.
- 1.2 Fulton 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.

ARTICLE 2

DEFINITIONS

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

- 2.1 ***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.
- 2.2 ***Communications Officer*** means any employee of the Fulton County Emergency Communications-911 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.
- 2.3 ***Contract Administrators*** means the Director of the Fulton County Emergency Communications-911 Department, or the designee of such Director for the County, and the City Manager, or the designee of such Manager of the City. The primary responsibilities of the Contract Administrators are to coordinate and communicate with each other and to manage and supervise execution and completion of the terms and conditions of this Agreement as set forth herein. In the Administration of the Agreement, as contrasted with matters of policy, all parties may rely on the instructions and determinations made by the

Contract Administrators; provided, however, that such instructions and determinations do not increase the obligations of the County or the City hereunder.

- 2.4 ***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 between citizens and Fulton County Emergency Communications-911 Department through consolidated, Enhanced 911 call reception and radio dispatching of requests for public safety services. The Countywide APCO P25 Phase 2 Digital 800 MHz radio system (hereinafter "County 800 MHz Radio System") is the primary method of dispatching calls for service to field units and private ambulance services.
- 2.5 ***Emergency Communications-911 Department ("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 and fire 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.
- 2.6 ***Emergency Medical Priority Dispatch System*** means that system employed by Fulton County to process medical calls and provide callers with pre-arrival instructions.
- 2.7 ***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.
- 2.8 ***Fire Department*** means the City of South Fulton Fire/EMS Department.
- 2.9 ***Police Department*** means the Fulton County Police Department, or the City of South Fulton Police Department.
- 2.10 ***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.

- 2.11 **Staffing Levels** means the availability of communications officers to handle calls for service from the City of South Fulton. Specific positions or individuals cannot be identified inasmuch as the number of dispatchers is based on call volume and incoming calls for service are processed by the first available call taker regardless of where the call originates, which is intended to reflect that same level being provided to the area by operation of the County budget.

ARTICLE 3

TERM OF AGREEMENT

The initial term of this Agreement is for the period from March 26, 2018 at 0000 hours and concluding September 30, 2018 with three (3) automatic renewals commencing on October 1 of each successive year. This Agreement shall terminate at 2400 hours on September 30, 2021. At the conclusion of the last term (2400 hours on September 30, 2021), the City will be solely responsible for providing all public safety answering point services within City boundaries, unless extended by mutual agreement approved by both governing bodies. The parties will meet on or before September 1, 2021 to review service under this Agreement and consider proposed modifications of the term. Any such proposal change is subject to consideration and approval of the Fulton County Board of Commissioners and the City of South Fulton Council.

The parties agree that the City may, at any time, upon sixty (60) days notice to the County, terminate this Agreement upon its determination that it wishes to provide its own emergency communications services or provide emergency communications services by other means. Upon termination, the City shall be entitled to receive reimbursement for subsidy amounts received by the County for services beyond the effective termination date.

ARTICLE 4

COMPENSATION AND CONSIDERATION

- 4.1 For the emergency communications services to be rendered pursuant to this Agreement, based upon the call volume described herein below in sub-paragraph 5.4, 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. The County is entitled to impose and retain an annual subsidy from the City for police and fire dispatch services October 1 – September 30 of each year in the amount of **\$1,650,000 or \$137,500 monthly**. The 911 prorated subsidy covering periods March 26, 2018 through September 30, 2018 for dispatch services is **\$825,000**. Nothing in this Agreement shall preclude the County's right to continue to collect such fees for 911 access and

services performed during the term hereof as it relates to calls originating from within the City of South Fulton.

- 4.2 The County agrees to provide an invoice representing the full amount of the subsidy owed by the City for the term of this Agreement and subsequent invoices for any renewals of the Agreement within thirty (30) days of the execution of the Agreement or each renewal of the Agreement as applicable. The City agrees to promptly remit full payment of the invoiced amount within thirty (30) days of receipt of the invoice from the County. A late payment penalty will accrue at the rate of one percent (1%) per month or part thereof for any payment that is delinquent.

ARTICLE 5

EMERGENCY COMMUNICATIONS SERVICES

- 5.1 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 (3) 8-hour shifts each day from which the services contemplated under this Agreement will be rendered. The Communications Officers 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.
- 5.2 Based upon the volume of calls originating from within the City of South Fulton, provisions of emergency communications services provided by communications officers shall be as furnished in the positions of call takers, dispatchers, and supervisors during day, evening, and morning shifts and may be modified by the Director of Fulton County Emergency Communications-911 Department from time to time as needs arise. These staffing positions represent the global level necessary for a complete 24-hour period in Fulton County.
- 5.3 The Director of Fulton County Emergency Communications-911 Department may utilize overtime to fill temporary vacancies caused by, but not limited to: sick or annual leave issues, temporary disability, relief of duty, and Family Medical Leave Act absences. The financial costs associated with overtime utilized to fill such vacancies will be the sole responsible of the County.
- 5.4 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.

ARTICLE 6

EQUIPMENT

The County shall furnish and maintain in good working condition for the benefit of the City, all necessary 800 MHz digital radio emergency communication facilities and equipment necessary and proper for the purpose of performing the services, duties, and responsibilities described in this Agreement.

ARTICLE 7

EMPLOYMENT STATUS

- 7.1 All emergency communications officers, as well as any other Fulton County personnel assigned under this Agreement, are and will continue to be employees of the County for all purposes, including but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions. All emergency communications employees will continue to report under the management structure established in the County Emergency Communications-911 Department.
- 7.2 In the event the City becomes dissatisfied with the performance of any sworn or civilian personnel performing emergency communications services on behalf of the City, the City Manager shall discuss the concerns with the Director of the Fulton County Emergency Communications-911 Department.
- 7.3 Fulton County Emergency Communications-911 Department employees will not be specifically assigned as call takers for the City of South Fulton, because the County operates a consolidated center, and the E911 telephone equipment routes calls from anywhere in the County to the first available call taker. Any other method of staff deployment would reduce the service level and adversely impact all citizens of Fulton County, including the City of South Fulton. Accordingly, the number of employees needed by call volume from South Fulton has been estimated, but not assigned to specific employees.

ARTICLE 8

RECORDKEEPING AND REPORTING

- 8.1 The Police and Fire Department Records Sections are the central repository for all police and fire department records and are available public records as defined by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*
- 8.2 The Director of the Fulton County Emergency Communications-911 Department shall prepare and deliver monthly reports to the City Manager. The reports shall describe the volume of 911 calls for service, identification of police, fire, or EMS, and answer speed for calls originating within the City of South Fulton.
- 8.3 Except as limited by provision of state or federal law, the City may request, review, and access data and County records, at a mutually agreed upon time and place, to ensure compliance with this Agreement.

ARTICLE 9

ANCILLARY SERVICES

- 9.1 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.
- 9.2 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.
- 9.3 During the operation of this Agreement, 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.
- 9.4 During the term of this Agreement, 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.

ARTICLE 10

CITY- COUNTY RELATIONS

- 10.1 The Director of the Fulton County Emergency Communications-911 Department, or his/her designee, will notify the County Manager and City 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 Manager 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.
- 10.2 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.
- 10.3 The County shall be the sole provider of public safety answering point services during the operation of this Agreement.

ARTICLE 11

TRANSITION

- 11.1 In the event of the termination or expiration of this Agreement, the County and the City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from County to a municipal public safety answering point and to maintain the same high quality of 911 and emergency medical response provided by this Agreement for the residents, businesses, and visitors of the City.
- 11.2 The Director of the Fulton County Emergency Communications-911 Department or his/her designee shall present a summary report to the City Council within sixty (60) days of the conclusion of this Agreement to facilitate the transition to the City's PSAP.
- 11.3 The County and the City agree that ninety (90) days prior to the expiration of this Agreement, the City Manager and County Manager will meet and confer to effect a smooth transition.

ARTICLE 12

INDEMNIFICATION

- 12.1 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 any such 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. Similarly, 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 any such 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.
- 12.2 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 13

EVENT OF DEFAULT

- 13.1 An event of default shall mean a material breach of this Agreement by the County, which shall include as follows:
- 13.1.1 The County repeatedly disregards local priorities established by the City which the County is required to observe by the Agreement and which have been communicated in writing by action of the City Council to the County on more than one occasion.

- 13.1.2 The County does not maintain sufficient personnel in the Emergency Communications-911 Department to handle the volume of 911 calls as required by Article 5.
- 13.1.3 The County consistently fails to meet the levels of service outlined in Article 5, which failure has been communicated in writing by action of the City Council to the County on more than one occasion.
- 13.2 An event of default shall mean a material breach of this Agreement by the City, which shall include as follows:
- 13.2.1 Failure of the City to establish specific objectives, written and attainable local priorities for local emergency communication services activities and transmit the same to the Director of the Fulton County Emergency Communications-911 Department.
- 13.2.2 Failure of the City to remit timely payment of any subsidy amount payable pursuant to Article 4 of this Agreement.

ARTICLE 14

TERMINATION AND REMEDIES

- 14.1 The City or the County may terminate this Agreement only for: 1) an event of default, unless the default is cured as provided in this Article, or 2) as set forth in Article 3, Term of Agreement.
- 14.2 If an event of default occurs, in the determination of the City, the City shall notify the County in writing; specify the basis for the default and advise the County that the default must be cured to the City's reasonable satisfaction within a sixty (60) day period. The City may grant additional time to cure the default, as the City may deem appropriate, without waiver of any of the City's rights, so long as the County has commenced curing the default and is effectuating a cure with diligence and continuity during the sixty (60) day period, or any longer period which the City prescribes.
- 14.3 If an event of default occurs, in the determination of the County, the County shall notify the City in writing, specify the basis for the default and advise the City that the default must be cured to the County's reasonable satisfaction within a sixty (60) day period; except that for events of default related to the payment of fees, the cure period is reduced to thirty (30) days. The County may grant additional time to cure the default, as the County may deem appropriate, without waiver of any of the County's rights, so long as the City has commenced curing the default and is effectuating a cure with diligence and continuity during the sixty (60) day period (30 days for payments) or any longer period which the County prescribes.

- 14.4 In the event that either party breaches a material term of condition of this Agreement, other than an event of default, the party in breach, upon receipt of a written request from the non-breaching party, shall remedy the breach within thirty (30) days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching party may utilize the remedies of declaratory judgment, specific performance, mandamus or injunctive relief to compel the breaching party to remedy the breach.
- 14.5 The parties reserve all available remedies afforded by law to enforce any term of condition of this Agreement.

ARTICLE 15

AMENDMENTS

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

ARTICLE 16

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 mail addresses:

If to the County:

Richard "Dick" 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

404-730-6324 (facsimile)

If to the City:

Odie Donald, City Manager
City of South Fulton
5440 Fulton Industrial Blvd
Atlanta, GA 30336
Ph: (470) 809-7700
odie.donald@cityofsouthfultonga.gov

With a copy to:

Emilia C. Walker, City Attorney
Fincher Denmark LLC
8024 Fair Oaks Court
Jonesboro, GA 30236
Ph: (770) 478-9950
Email: ewalker@fincherdenmark.com

ARTICLE 17

NON- ASSIGNABILITY

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

ARTICLE 18

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 19

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 20

BINDING EFFECT

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

ARTICLE 21

COUNTERPARTS

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

ARTICLE 23

EFFECTIVE DATE

This Agreement shall become effective upon its adoption by both governing authorities of the City and County.

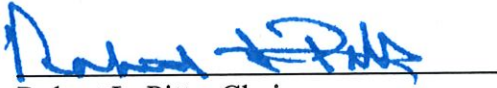
SIGNATURES APPEAR ON THE FOLLOWING PAGE

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

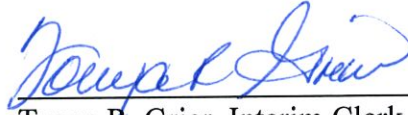
IN WITNESS WHEREOF, the parties hereto have set their hands and seals

FULTON COUNTY, GEORGIA

ATTEST:



Robert L. Pitts, Chairman
Fulton County Board of Commissioners



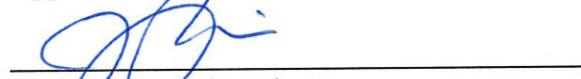
Tonya R. Grier, Interim Clerk (Seal)

Approved as to Form:



Patrise Perkins-Hooker
County Attorney

Approved as to Substance:



Joseph Barasoain, Director
Fulton County Emergency Services 911

SOUTH FULTON, GEORGIA



Mayor



City Clerk

(Seal)



ITEM# Ag 2018-014 DATE 3/27/2018

Approved as to Form:



Emilia C. Walker
City Attorney



Odie Donald
City Manager

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF
800 MHz RADIO SYSTEM ACCESS and RECORDS MANAGEMENT
SYSTEM (RMS) BETWEEN
FULTON COUNTY, GEORGIA and
THE CITY OF SOUTH FULTON, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), by and between Fulton County, Georgia (hereinafter "County"), a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and the City of South Fulton, Georgia (hereinafter "City" or "User"), a municipality of the State of Georgia.

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");

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;

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;

WHEREAS the City 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;

WHEREAS the City therefore affects and furthers the goal of protecting the health, safety, and welfare of the citizens of the County; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the County hereby grants to the City a revocable license to use **five hundred (500)** radio units on the County's System for the period from March 26, 2018 and ending September 30, 2018, with three (3) consecutive one (1) year automatic renewal options ending September 30, 2021. The City's license may be revoked only for good cause and only after the City 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 September 1, 2021 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.

The City Agrees To:

- (1) Limit the number of all subscriber units, including but not limited to mobile, portable, and console to five hundred (**500**). The City 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. the City 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 Services Department, the Chief of the Fulton County Police 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 User's 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 requested and 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 of each year; and, the first payment under this contract shall be due and payable within 30 days of Agreement's 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 is **\$350** times the number of radio units (**500**), equals annual cost of **\$ 175,000.00** or **\$ 14,583.33** monthly. Additionally, the County is entitled to impose and retain an annual subsidy from the City for the Records Management System (RMS) October 1 – September 30 of each year in the amount of **\$151,323.00**. The prorated subsidy covering periods April 1, 2018 through September 30, 2018 for the Records Management System (RMS) is **\$53,109.00**. **The prorated amount does not include the first year maintenance fee as it is included under the purchase amount. The total radio units include police and fire for the City of South Fulton; and**

(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; and
- (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 shall 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 thirty (30) day time period, however, 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.

Either party may terminate this Agreement for its convenience at any time upon sixty (60) days written notice to the other party. Upon termination, the City shall be entitled to receive reimbursement for fees received by the County for services beyond the effective termination date.

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

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 mail addresses:

If to the County:

Richard "Dick" 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
404-730-6324 (facsimile)

If to the City:

Odie Donald, City Manager
City of South Fulton
5440 Fulton Industrial Blvd
Atlanta, GA 30336

Ph: (470) 809-7700
odie.donald@cityofsouthfultonga.gov

With a copy to:

Emilia C. Walker, City Attorney
Fincher Denmark LLC
8024 Fair Oaks Court
Jonesboro, GA 30236
Ph: (770) 478-9950
Email: ewalker@fincherdenmark.com

NON- ASSIGNABILITY

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

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.

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.

EFFECTIVE DATE

This Agreement shall become effective upon its adoption by both governing authorities of the City and County.

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.

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

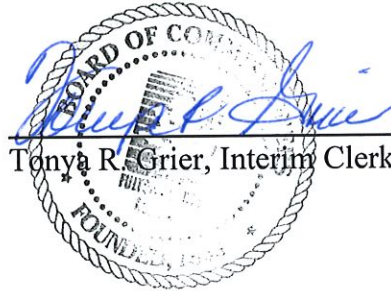
IN WITNESS WHEREOF, the parties hereto have set their hands and seals

FULTON COUNTY, GEORGIA

ATTEST:



Robert L. Pitts, Chairman
Fulton County Board of Commissioners



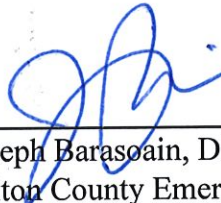
Tonya R. Grier, Interim Clerk

APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE:



Patrise Perkins-Hooker
County Attorney



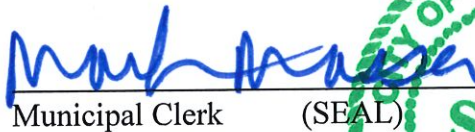
Joseph Barasoain, Director
Fulton County Emergency Services 911

CITY OF SOUTH FULTON, GEORGIA

ATTEST:



Mayor
City of South Fulton

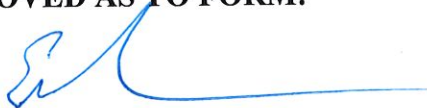


Municipal Clerk (SEAL)



ITEM# Ag2018-015 DATE 3/27/2018

APPROVED AS TO FORM:



Emilia C. Walker
City Attorney

GP Grant Application

ORGANIZATION INFORMATION

Organization Name

The City of South Fulton, Inc.

Address

5440 Fulton Industrial Blvd.

City State

Atlanta GA

Zip Code

30336

Website

<http://www.cityofsouthfultonga.gov>

Federal Tax ID Number

821374843

Organization Overview

Brief description of organization's mission and history

The City of South Fulton, Georgia sits in the south-western part of Fulton County.

Incorporated as recent as May 1, 2017, the city serves approximately 96,000 individuals; and, touts a mission statement of "To provide exceptional customer service that sustains a safe, inclusive, innovative, and economically vibrant city". This proposal is being submitted on behalf of the City of South Fulton Municipal Court, which became operational on January 2, 2018, in support of funding for the city's pretrial diversion program. The Court presently handles misdemeanor traffic offenses occurring within the city's limits, as well as violations of criminal and environment ordinances adopted by the City Council.

Organization Type

Municipalities (city, state, federal)

Annual Operating Budget

65080925.00

Enter the number of miles your organization is located from the GP facility.

For a list of facilities Click Here. To verify your distance from a facility Click Here for MapQuest

(Approximately 30 mile radius)

12.3

GP Facility Name

CONTACT INFORMATION

Primary Contact for this Request

Prefix First Name

Ms. Kathleen

Last Name

Vaughn

Title

Grants Administrator

E-mail

Kathleen.Vaughn@CityofSouthFultonGA.Gov

Office Address

5440 Fulton Industrial Blvd.

City State

Atlanta GA

Zip Code

30336

Phone Fax

4708097733

Mobile Phone

Leadership Contact

President/CEO/Executive Director/Board President

Prefix First Name

Mr. Frank

Last Name

Milazi

Title

CFO

Office Phone

4708097700

E-mail

Frank.Milazi@CityofSouthFultonGA.Gov

APPLICATION**GP Investment Area (4Es)**

Will the project or program for which you are requesting funding make a significant impact in one of the four key areas?

(Select only one area)

-Enrichment-Safety / Violence Prevention

Type of Support

Program Support

Project Title

City of South Fulton Municipal Court Pre-Trial Diversion Program

Project Description

Pretrial diversion is a type informal disposition which involves the referral of individuals to rehabilitative or restitution programs in lieu of criminal prosecution. As such, these programs are characterized as justice reinvestment programs. Meaning, they possess a deliberate and data-driven application of resources to solutions that will generate the greatest return to communities and taxpayers in terms of cost savings, public safety, long-term health and personal stability for justice-involved populations, and overall community improvement (2013, Center for Health and Justice). Individuals and the community benefit in numerous ways through pretrial diversion programs. Defendants avoid getting a conviction on their record. They also see positive results from helping others and changing their lives through education, training, treatment or counseling. The court system saves costs by reducing the number of court cases and the community benefits from the volunteer work clients are required to perform.

The City of South Fulton's diversion program is targeted at non-violent and first-time offenders to delay their entry into the criminal justice system. Program activities undertaken on the participant's behalf will be based on individual needs and evidence-based assessments. Participants will be required to pay for the program individually. Grant funds will help to reduce the participants' costs and will help to provide program supplies and resources, at no cost or reduced cost, to the participants. To meet such individualistic needs, the City of South Fulton partners with community agencies providing the following programs and/or services:

- Existing diversion programs and companies
- Community service organizations and non-profit organizations with ongoing community service opportunities
- Mental health professionals and treatment
- Screening and assessment companies

- Education and tutorial services
- Victim awareness classes and activities
- Service learning programs
- Substance abuse education and counseling
- Job skills training
- Crisis intervention
- Family counseling
- Parenting skill development
- Recreational and organized sports programs

The collective scope of the city's diversion program reflects a policy and a political context that is receptive to the benefits of safely diverting individuals – who in many cases are drug-involved or have mental health problems or both – out of costly jail or prison incarceration, and away from conviction and its lifelong collateral consequences, into a program that more effectively and efficiently addresses the behavioral health conditions underlying their criminal behaviors.

Measurable Outcomes

A monthly average of 100 individuals participate in the pretrial diversion program.

Appearance Rate: 90% of supervised defendants will make all scheduled court appearances.

Safety Rate: 90% of supervised defendants will not be charged with a new offense during the pretrial stage.

Concurrence Rate: 95% of all pretrial risk assessments of participant misconduct will correspond with the level of supervision during the program.

Success Rate: 90% of released defendants will (1) not experience revocation for technical violations of the conditions of their release, (2) appear for all scheduled court appearances, and (3) not be charged with a new offense during pretrial supervision.

Geographical Area Served

Georgia

Target Audience

All

Number of People Impacted

1200

Ethnicity

All

Gender

All

Project Budget

406000.00

Request Amount

100000.00

Other Corporate Sponsors

Provide a list of organizations that have committed support for this project.

Are you applying for multiple grants?

No

ATTACHMENTS

List of Board Members - *If applicable*

Include Name, Company Affiliations, Title

Council Members Listing.pdf

W-9

(Rev. December 2014) version of the IRS W-9 form is required.

If you are selected as a Winner and you did not upload the IRS W9 (Rev. December 2014) version, then your check may be delayed.

Choose file first, then select Upload

W-9 Signed.pdf

IRS 990 Page 1, IRS 990N, or Georgia-Pacific Government Entity Confirmation Form

You must attach one of the following:

- If your non-profit organization is required to file an IRS 990, you must upload IRS 990 Page 1.

- If your non-profit organization is NOT required to file an IRS 990, you must upload IRS 990N.

- If your organization is operating under a local, state or federal government entity, you must complete and upload the GP Government Entity Confirmation Form.

Are you part of a national organization?

Example: Chapter or affiliate operating under a national organization's Federal Tax ID

No

If you are part of a national organization, complete and upload the Georgia-Pacific Nonprofit Affiliate Confirmation Form:

[Click Here](#) for the GP Nonprofit Affiliate Confirmation Form

IRS 990 Schedule A Page 1

If your non-profit organization is required to file an IRS 990, you must upload IRS 990 Schedule A Page 1.

IRS Tax Determination Letter, if applicable



City of South Fulton City Council

Name	Position	District	Phone	Email
William "Bill" Edwards	Mayor	N/A	470-809-7710	Mayor@ CityofSouthFultonGa.Gov
Catherine Foster Rowell	Councilwoman	District 1	404-694-1211	Catherine.Rowell@ CityofSouthFultonGa.Gov
Carmalitha L. Gumbs	Councilwoman	District 2	404-803-3329	Carmalitha.Gumbs@ CityofSouthFultonGa.Gov
Helen Willis	Councilwoman	District 3	470-809-7703	Helen.Willis@ CityofSouthFultonGa.Gov
Naeema Gilyard	Councilwoman	District 4	470-809-7704	Naeema.Gilyard@ CityofSouthFultonGa.Gov
Rosie Jackson	Councilwoman	District 5	470-809-7705	Rosie.Jackson@ CityofSouthFultonGa.Gov
Khalid Kamau	Councilman	District 6	470-809-7706	Khalid.Kamau@ CityofSouthFultonGa.Gov
Mark Baker	Councilman	District 7	470-809-7706	Mark.Baker@ CityofSouthFultonGa.Gov

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. City of South Fulton, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☒ Other (see instructions) ► municipality	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) n/a Exemption from FATCA reporting code (if any) n/a (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 5440 Fulton Industrial Blvd.	Requester's name and address (optional)
6 City, state, and ZIP code Atlanta, GA 30336	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-				-			
or											
Employer identification number											
8	2			-	1	3	7	4	8	4	3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 3/28/2018
------------------	--	------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Government Entity Confirmation Form

- **If you are a Government Entity or operating under a Government Entity**
Copy and complete the information below on your organization letterhead, signed by an authorized representative.

DATE:	March 30, 2018
--------------	----------------

Ew3

GOVERNMENT ENTITY INFORMATION – Information as it appears on the tax id holder's Federal tax return

We confirm that we are operating under the local, state or federal government entity of:

Name of Local, State, or Federal Government Entity:	The City of South Fulton, Inc.
Address of Local, State, or Federal Government Entity:	5440 Fulton Industrial Blvd. Atlanta, GA 30336
Organization Federal Tax ID#:	82-1374843

PAYEE ORGANIZATION INFORMATION

Organization Name:	The City of South Fulton, Inc.
Organization Address:	5440 Fulton Industrial Blvd. Atlanta, GA 30336
Organization Main Phone Number:	470-809-7700
Authorized Representative	
Name (print):	Mr. William "Bill" Edwards
Title:	Mayor
Phone Number:	470-809-7700
Fax Number:	N/A
Email:	Mayor@CityofSouthFultonGA.Gov
Signature:	

1 STATE OF GEORGIA
2 COUNTY OF FULTON
3 CITY OF SOUTH FULTON
4

5
6 ORDINANCE NO. 2018-015
7

8 AN ORDINANCE TO AMEND TITLE 8, TRAFFIC AND VEHICLES, CHAPTER, IN
9 GENERAL, OF THE CITY CODE OF ORDINANCES, TO PROVIDE FOR
10 RESTRICTIONS ON OVERNIGHT PARKING AND OTHER PARKING
11 REGULATIONS AND FOR OTHER LAWFUL PURPOSES.
12

13 (Sponsored by Councilwoman Willis and Gilyard)
14

15 WHEREAS, the City of South Fulton, Georgia (the "City") is a municipal
16 corporation that was duly organized and created pursuant the Charter found in Act
17 Number 421 of the 2015-2016 Regular Session of the Georgia General Assembly;

18 WHEREAS, the duly elected legislative authority of the City is the Mayor and
19 Council thereof ("City Council");

20 WHEREAS, the City Council finds that the unregulated stopping or parking of
21 motor vehicles on public roads and ways within the City's municipal limits impedes the
22 proper flow of vehicular and pedestrian traffic;

23 WHEREAS, the Council further finds that the unregulated stopping or parking of
24 motor vehicles on public roads and ways within the City's municipal limits poses a
25 serious risk to public safety by impeding the ability of police, fire and ambulatory
26 personnel to promptly respond to emergency situations;

27 WHEREAS, Section 1.12(b)(18) of the Charter empowers the City to prescribe
28 regulations for the operation of motor vehicles and for traffic control over public roads
29 and ways located within the City's municipal limits;

30 WHEREAS, in the lawful exercise of said power, the City desires to regulate the
31 stopping or parking of motor vehicles on public roads and ways; and

32 WHEREAS, the City Council finds that the adoption of such regulations will
33 positively impact the public health, safety and general welfare of all persons within the
34 City.
35

36 **THE COUNCIL OF THE CITY OF SOUTH FULTON HEREBY ORDAINS AS**
37 **FOLLOWS:**

38 **Section 1.** The Code of Ordinances, City of South Fulton, Georgia is hereby
39 amended by enacting Section 8-1017, No Parking Rules, in Chapter 1, In General, of
40 Title 8, Traffic and vehicles, therein, which shall read and be codified as follows:

41 **Sec. 8-1017. No parking rules.**

42
43 (a) It shall be unlawful at any time to permit any motor vehicle to stand,
44 stop or park upon any public street, road, alley or walkway of the City
45 in any of the following places or under any of the following conditions
46 except in compliance with the directions of a law enforcement official or
47 a traffic control device:

48 (1) Parking of motor vehicles between the hours of 12:00 a.m. and
49 6:00 a.m.

50 (2) In any intersection;

51 (3) In any pedestrian crosswalk;

52 (4) Within twenty feet of any intersection or pedestrian crosswalk;

53 (5) At any place where the parking of the motor vehicle would block the
54 use of a driveway; or

55 (6) At any place where the standing, stopping, or parking of a motor
56 vehicle will reduce the usable width of the street, road, alley or
57 walkway to less than twenty-five feet.

58 (b) The police chief or his/her designee is authorized to cause signs to be
59 posted in all areas where parking is prohibited under this section,
60 under any other provision of the City code of ordinances or under State
61 law.

62 (c) Any person violating this section shall be subject to a penalty in the
63 amount of \$25.00. Each day in non-compliance shall constitute a
64 separate violation.
65

93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115

The foregoing Ordinance No. **Ord2018-015** was adopted on **March 27, 2018**, was offered by Councilmember **Gumbs**, who moved its approval. The motion was seconded by **Mayor Pro Tem Baker**, and being put to a vote, the result was as follows:

“SECOND READING” – APPROVED ON CONSENT AGENDA

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

116 THIS ORDINANCE adopted this 27th day of March 2018. CITY OF SOUTH FULTON,
117 GEORGIA.

118
119
120 "SECOND READING" - APPROVED ON CONSENT AGENDA
121
122

123
124 

125
126 WILLIAM "BILL" EDWARDS, MAYOR

127
128
129
130 ATTEST:

131
132 
133
134 MARK MASSEY, CITY CLERK
135
136 ITEM# ord2018-015 DATE 3/27/2018

137
138
139 APPROVED AS TO FORM:

140
141 

142
143 EMILIA C. WALKER, CITY ATTORNEY
144
145

1 STATE OF GEORGIA
2 COUNTY OF FULTON
3 CITY OF SOUTH FULTON
4

5 ORDINANCE No. 2018-016
6

7 AN ORDINANCE AMENDING TITLE 15, CRIMINAL OFFENSES, CHAPTER 3,
8 OFFENSES INVOLVING PROPERTY RIGHTS, OF THE CITY CODE OF
9 ORDINANCE; PROVIDING FOR THE MAINTENANCE OF AN ORDERLY PLACE;
10 AND FOR OTHER LAWFUL PURPOSES.
11

12 (Sponsored by Mayor Edwards and Councilmember Willis)
13

14 WHEREAS, the City of South Fulton ("City") is a municipal corporation duly
15 organized and existing under the laws of the State of Georgia;
16

17 WHEREAS, the duly elected governing authority of the City is the Mayor and
18 Council thereof ("City Council");
19

20 WHEREAS, the City is empowered by the City Charter Section 3.10 to adopt and
21 provide for the execution of such ordinances, resolutions, rules, and regulations,
22 necessary for the peace, good order, protection of life and property, health, welfare,
23 sanitation, comfort, convenience, prosperity, or well-being of the inhabitants of the City;
24

25 WHEREAS, the City is further empowered by the City Charter Section 1.12 to
26 provide for the destruction and removal of any building or other structure which is or
27 may become dangerous or detrimental to the public; and
28

29 WHEREAS, the City finds this ordinance to be in the best interest of the health,
30 safety and welfare of the City.
31

32 THE COUNCIL OF THE CITY OF SOUTH FULTON HEREBY ORDAINS as
33 follows:

34 Section 1: The City of South Fulton Code of Ordinances, Title 15, Criminal Offenses,
35 Chapter 3, Offenses Involving Property Rights, is hereby amended by deleting "Secs.
36 15-2010 – 15-2040 – Reserved." in its entirety to be replaced in lieu thereof with:
37

38 Sec. 15-2010. Keeping a disorderly place.
39

40 (a) *Prohibited conduct.* It shall be unlawful for a person or persons in control of real
41 property in the City by commission or omission to keep or maintain a common ill-
42 governed and disorderly place, to the common disturbance of the neighborhood.

43 (b) *Definitions:*

44 A "common ill-governed and disorderly place" is defined as a place where
45 gaming, drug use, drug sales, prostitution, disorderly conduct, gun fire, assaults,
46 robberies, or any combination of these occurring at the property on at least two
47 separate dates within a twelve month period.. Loud parties shall constitute a
48 disorderly place where they are accompanied by the occurrence of an unlawful
49 activity at the premises and/or one of the actions enumerated in this paragraph.

50 A "common disturbance of the neighborhood" may be evidenced by citizen
51 complaints for actions occurring at the property on at least two separate dates
52 within a twelve-month period.

53 The term "place" shall mean any real property within the City regardless of the
54 zoning classification of the property.

55
56 (c) *Evidence of violation; not exhaustive.* Among the circumstances which may be
57 considered in determining a violation of this subsection are:

- 58 1. The frequency of citizen complaints;
59 2. Prior warnings to the person or persons in control of the premises to curtail
60 illegal activities on the premises;
61 3. The frequency of arrests, investigations or calls for police services at the
62 location; and
63 4. Any and all additional activity which evidences a violation under this ordinance.

64 (d) *Responsible parties.* The person or persons in control of real property and subject
65 to liability under this ordinance shall include owners, renters, occupants, tenants,
66 lessees, lessors and management personnel.

67
68 **Section 2: Severability.** In the event any portion of this ordinance shall be declared
69 or adjudged invalid or unconstitutional, it is the intention of the City Council of the City of
70 South Fulton, Georgia, that such adjudication shall in no manner affect the other
71 sections, sentences, clauses or phrases of this ordinance which shall remain in full force
72 and effect, as if the invalid or unconstitutional section, sentence, clause or phrase were
73 not originally a part of the ordinance.

74
75 **Section 3: Repealer.** All ordinances and parts of ordinances in conflict with this
76 ordinance are hereby repealed.

77
78 **Section 4: Effective Date.** Unless specially specified elsewhere in this ordinance,
79 the effective date of this ordinance shall be immediately upon adoption by the City.

80 *****
81
82
83
84
85
86

The foregoing Ordinance No. **Ord2018-016** was adopted on **March 27, 2018**, was offered by Councilmember **Gumbs**, who moved its approval. The motion was seconded by **Mayor Pro Tem Baker**, and being put to a vote, the result was as follows:

“SECOND READING” - APPROVED ON CONSENT AGENDA

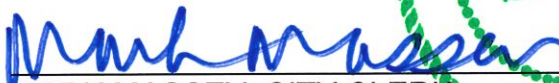
	AYE	NAY
William “Bill” Edwards, Mayor		
Mark Baker, Mayor Pro Tem	✓	
Catherine Foster Rowell	✓	
Carmalitha Lizandra Gumbs	✓	
Helen Zenobia Willis	✓	
Gertrude Naeema Gilyard	✓	
Rosie Jackson	✓	
khalid kamau	✓	

111 THIS ORDINANCE adopted this 27th day of March 2018. CITY OF SOUTH FULTON,
112 GEORGIA.

113
114
115 "SECOND READING" - APPROVED ON CONSENT AGENDA
116

117
118 
119 _____
120 WILLIAM "BILL" EDWARDS, MAYOR
121

122
123
124 ATTEST:

125
126 
127 _____
128 MARK MASSEY, CITY CLERK
129



130 ITEM# Ord2018-016 DATE 3/27/2018
131

132
133 APPROVED AS TO FORM:

134
135 
136 _____
137 EMILIA C. WALKER, CITY ATTORNEY
138
139

1 **STATE OF GEORGIA**
2 **COUNTY OF FULTON**
3 **CITY OF SOUTH FULTON**
4

5
6 **ORDINANCE NO. 2018-017**
7

8 **AN ORDINANCE TO AMEND TITLE 1, ADMINISTRATION, CHAPTER 9,**
9 **CONTRACTING PROCEDURES, OF THE CITY CODE, TO AUTHORIZE THE CITY**
10 **MANAGER TO SIGN CONTRACTS AND MAKE PURCHASES AND FOR OTHER**
11 **LAWFUL PURPOSES.**
12

13 **(Sponsored by Councilwoman Jackson)**
14

15 **WHEREAS**, the City of South Fulton, Georgia (the "City") is a municipal
16 corporation created under the laws of the State of Georgia;

17 **WHEREAS**, the duly elected legislative authority of the City is the Mayor and
18 Council thereof ("City Council");

19 **WHEREAS**, the City Council is authorized by Section 3.22 of the City Charter,
20 and other applicable laws, to delegate contract signing authority to the City Manager to
21 the extent allowed by law;
22

23 **WHEREAS**, the City Council finds that the delegation of such authority, as set
24 forth herein, will enhance administrative efficiency and operations; and
25

26 **WHEREAS**, this Ordinance will help to preserve the health, safety and welfare
27 of the public.
28

29 **NOW, THEREFORE, THE MAYOR AND CITY COUNCIL HEREBY ORDAIN AS**
30 **FOLLOWS:**
31

32 **Section 1:** The Code of the City of South Fulton is hereby revised by amending Title
33 1, Administration, Chapter 9, Purchasing, Contracting and Disposition of Property, to
34 add thereto a subsection (c) to Section 1-9001, Contracting procedures, to read as
35 follows:
36

37 **CHAPTER 9. PURCHASING, CONTRACTING, AND DISPOSITION OF PROPERTY**
38

39 **Section 1-9001. Contracting procedures.**
40

41 ...
42

43 (c) *City Manager authorization.* The City Manager shall be authorized, in addition to
the Mayor, to sign all lawful contracts approved by the City. In addition, the City

44 Manager may make purchases on behalf of the City as to approved appropriations
45 within the City budget, up to the amount of twenty-five thousand dollars (\$25,000.00)
46 per transaction, with the exception that he may not in any calendar month obligate the
47 City to any sum in excess of the monthly budget or one-twelfth (1/12) of the annual
48 approved City budget authorizing such expense.

49
50 **Section 2: Severability.** In the event any portion of this ordinance shall be declared
51 or adjudged invalid or unconstitutional, it is the intention of the City Council of the City of
52 South Fulton, Georgia, that such adjudication shall in no manner affect the other
53 sections, sentences, clauses or phrases of this ordinance which shall remain in full force
54 and effect, as if the invalid or unconstitutional section, sentence, clause or phrase were
55 not originally a part of the ordinance.

56
57 **Section 3: Repealer.** All ordinances and parts of ordinances in conflict with this
58 ordinance are hereby repealed.

59 **Section 4: Effective Date.** Unless specially specified elsewhere in this ordinance,
60 the effective date of this ordinance shall be immediately upon adoption by the City.

61 *****
62
63
64
65
66
67
68
69
70
71
72

The foregoing Ordinance No. **Ord2018-017** was adopted on **March 27, 2018**, was offered by Councilmember **Gumbs**, who moved its approval. The motion was seconded by **Mayor Pro Tem Baker**, and being put to a vote, the result was as follows:

“SECOND READING” – APPROVED ON CONSENT AGENDA

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

95 THIS ORDINANCE adopted this 27TH day of **March 2018**. CITY OF SOUTH FULTON,
96 GEORGIA.

97
98 **"SECOND READING" – APPROVED ON CONSENT AGENDA**
99

100
101
102 
103

104 WILLIAM "BILL" EDWARDS, MAYOR
105

106
107
108
109 ATTEST:

110
111 
112
113 MARK MASSEY, CITY CLERK
114
115



116 ITEM# ord 2018-017 DATE 3 / 27 / 2018
117

118
119 APPROVED AS TO FORM:

120
121 
122

123 EMILIA C. WALKER, CITY ATTORNEY
124
125

1 **STATE OF GEORGIA**
2 **COUNTY OF FULTON**
3 **CITY OF SOUTH FULTON**
4

5
6 **ORDINANCE NO. 2018-019**
7

8 **AN ORDINANCE TO CREATE TITLE 4, LAW ENFORCEMENT, OF THE CITY CODE**
9 **OF ORDINANCES, TO ENHANCE THE SAFETY, PROTECTION AND GENERAL**
10 **WELFARE OF THE CITY, ITS CITIZENS AND GENERAL PUBLIC AND FOR OTHER**
11 **LAWFUL PURPOSES**
12

13 **(Sponsored by Councilmember Willis)**
14

15 **WHEREAS**, the City of South Fulton, Georgia (the "City") is a municipal
16 corporation created under the laws of the State of Georgia;

17 **WHEREAS**, the duly elected legislative authority of the City is the Mayor and
18 Council thereof ("City Council");

19 **WHEREAS**, the City Council is authorized by Section 1.12 of the City Charter,
20 and other applicable laws, to exercise the power of arrest through duly appointed police
21 officers and to establish and operate a police department;
22

23 **WHEREAS**, police services are currently being provided to the City by Fulton,
24 County, Georgia, during the transition period through an intergovernmental agreement;
25

26 **WHEREAS**, the City has provided the County of its readiness, preparation and
27 intent to take over police services on or about March 26, 2018;
28

29 **WHEREAS**, the City Council finds the City's establishment and operation of a
30 City police department to be in the best interest of the health, safety and welfare of the
31 City and general public;
32

33 **WHEREAS**, this ordinance will help to preserve the health, safety and welfare of
34 the public.
35

36 **NOW, THEREFORE, THE MAYOR AND CITY COUNCIL HEREBY ORDAIN AS**
37 **FOLLOWS:**
38

39 **Section 1:** The Code of the City of South Fulton is hereby revised by creating a Title
40 4, Law Enforcement, to read as follows:
41

42 **TITLE 4. - LAW ENFORCEMENT**

43 **CHAPTER 1. - IN GENERAL**

44 **Sec. 4-1001. - Composition; appointment of chief.**

45 The city police department shall consist of the chief of police and such other members
46 and officers as may be provided for by the city. The chief of police shall be the head of
47 the police department. He shall keep such records and make such reports, concerning
48 the activities of his department as may be required by the city charter, code of
49 ordinance and applicable law. The police chief shall be responsible for the
50 performance by the police department of all its functions, and all persons who are
51 members of the department shall serve subject to the orders of the chief of police. He
52 shall be authorized to write and publish rules, regulations, and procedures regarding the
53 operation of the police department

54 **Sec. 4-1002. - Police powers.**

55 The police chief and city officers under his direction shall:

- 56 (1) Maintain the peace, good order and tranquility of the city by the enforcement of
57 all city ordinances, state and federal laws.
- 58 (2) Place upon the recorder's court docket or other court docket the names of all
59 persons violating any traffic laws or city ordinances and arrest and take into
60 custody all persons who violate any city ordinances, state or federal laws.
- 61 (3) Be responsible for collecting evidence, keeping official records, and issuing
62 permits and licenses pursuant to city policies and applicable laws.
- 63 (4) Perform any other lawful duties required by the city or state and federal law.
- 64 (5) Be empowered to respond to citizens' requests for police services, to suppress
65 crime and disorder, to conduct criminal investigations, to ensure traffic safety;
- 66 (6) Have authority to enter any type of business while open to the public and check
67 to see if everything is being carried on in a lawful manner. After business hours,
68 and while closed to the public, an officer has authority to check places of
69 business to see if the doors and windows are safely locked.

70 **Sec. 4-1003. - Qualifications of officers.**

Each person employed as a police officer shall meet the following requirements:

- (1) Be at least 20 years of age;
- (2) Be a citizen of the United States;
- (3) Have a high school diploma or its recognized equivalent;
- (4) Not have been convicted by any state or by the federal government of any crime the punishment for which could have been imprisonment in the federal or state prison or institution nor have been convicted of sufficient misdemeanors to establish a pattern of disregard for the law; provided that, for purposes of this subsection, violations of traffic laws and other offenses involving the operation of motor vehicles when the applicant has received a pardon shall not be considered;
- (5) Be fingerprinted and a search made of local, state and national fingerprint files to disclose any criminal record;
- (6) Possess good moral character as determined by city policies;
- (7) Have an oral interview with the police chief or his representative to determine the applicant's appearance, background, and ability to communicate;
- (8) Within six months of hiring, obtain the status of a state certified police officer.

CHAPTER 2. –PROPERTY AND RECORDS

Sec. 4-2001. –Custodian of Evidence and Property.

The police department shall be custodian of all evidence and lost, abandoned or recovered stolen property in the city. The police department shall comply with all applicable laws governing the handling and disposition of property and evidence.

Sec. 4-2002. - Records required.

It shall be the duty of the police department to maintain a separate and complete catalog record of all property coming into its possession. This property shall be identified in detail by its usual name, make and model, manufacturer's name and serial numbers, if any, and if no identifying name or numbers, shall be fully described on this catalog record as to its physical properties and appearance. This record shall also show

the dates the property came into the possession of the department and the disposal of the property.

Sec. 4-2003. - Disposition of proceeds.

It shall be the duty of the police department to make a true accounting to the finance department of all the property sold and money collected from the sales conducted, as provided in this division, which money shall be deposited in the general fund of the city.

Section 2: Severability. In the event any portion of this ordinance shall be declared or adjudged invalid or unconstitutional, it is the intention of the City Council of the City of South Fulton, Georgia, that such adjudication shall in no manner affect the other sections, sentences, clauses or phrases of this ordinance which shall remain in full force and effect, as if the invalid or unconstitutional section, sentence, clause or phrase was not originally a part of the ordinance.

Section 3: Repealer. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Section 4: Effective Date. Unless specially specified elsewhere in this ordinance, the effective date of this ordinance shall be immediately upon adoption by the City.

130

131 The foregoing Ordinance No. **Ord2018-019** was adopted on **March 27, 2018**, was
132 offered by Councilmember **Gumbs**, who moved its approval. The motion was seconded
133 by **Mayor Pro Tem Baker**, and being put to a vote, the result was as follows:

134

135

136

137 **“SECOND READING” – APPROVED ON CONSENT AGENDA**

138

139

140

141

AYE

NAY

142

143 William “Bill” Edwards, Mayor

144 Mark Baker, Mayor Pro Tem

145 Catherine Foster Rowell, Mayor Pro Tem

146 Carmalitha Lizandra Gumbs

147 Helen Zenobia Willis

148 Gertrude Naeema Gilyard

149 Rosie Jackson

150 khalid kamau

151

152

153 THIS ORDINANCE adopted this 27th day of March 2018. CITY OF SOUTH FULTON,
154 GEORGIA.

155
156
157 'SECOND READING"- APPROVED ON CONSENT AGENDA
158

159
160
161 
162 _____
163 WILLIAM "BILL" EDWARDS, MAYOR
164

165
166
167
168 ATTEST:

169
170
171 
172 _____
173 MARK MASSEY, CITY CLERK
174



175
176 ITEM# ord 2018-019 DATE 3/27/2018
177

178
179 APPROVED AS TO FORM:

180
181 
182 _____
183 EMILIA C. WALKER, CITY ATTORNEY
184
185
186

1 **STATE OF GEORGIA**
2 **COUNTY OF FULTON**
3 **CITY OF SOUTH FULTON**
4

5
6 **ORDINANCE NO. 2018-021**
7

8 **AN EMERGENCY ORDINANCE AMENDING THE MUNICIPAL COURT SCHEDULE**
9 **AND FOR OTHER LAWFUL PURPOSES**
10

11 **WHEREAS**, the City of South Fulton ("City") is a municipal corporation duly
12 organized and existing under the laws of the State of Georgia;

13 **WHEREAS**, the Mayor and Council ("City Council") is the duly elected governing
14 authority of the City;

15 **WHEREAS**, the City Council is empowered through the City Charter to create
16 ordinances setting and amending its Municipal Court Schedules;

17 **WHEREAS**, the City Council finds the amendment of its Municipal Court
18 Schedules as set forth herein to be in the best interest of the health, safety and welfare
19 of the City and general public; and

20 **WHEREAS**, this ordinance will help to ensure and preserve the health, safety
21 and welfare of the City and public.
22

23 **NOW, THEREFORE, THE MAYOR AND CITY COUNCIL HEREBY ORDAIN AS**
24 **FOLLOWS:**
25

26 **Section 1:** The City hereby declares that this Ordinance is adopted pursuant to Section
27 3.18 of the City Charter, due to the existing emergency of ensuring the availability of
28 sufficient court locations and the proper and effective operation of Municipal Court
29 services during the transition period. So, declared, the Code of the City of South Fulton
30 is hereby revised by adding the following language to the City Code, Title 7, Municipal
31 Court, Section 7-1004.5, Schedule, as follows:

32 **TITLE 7. – MUNICIPAL COURTS**
33

34 **CHAPTER 1. - IN GENERAL**

35 **Sec. 7-1004.5. - Schedule.**

36 ...

37 The Municipal Court may conduct first appearances, bind overs and other hearings on
38 the following dates and times:

- 39
- 40 ▪ Mondays: 10:00am (Community Court)
- 41 ▪ Tuesdays: 9:15am (Union City Courthouse)
- 42 ▪ Wednesdays: 1:15pm (Union City)
- 43 ▪ Thursdays: 9:15am (Union City)
- 44 ▪ Fridays: 3:00pm (Community Court)
- 45 ▪ Saturdays: 10:00am (Community Court)
- 46

47 **Section 2: Severability.** In the event any portion of this ordinance shall be declared
48 or adjudged invalid or unconstitutional, it is the intention of the City Council of the City of
49 South Fulton, Georgia, that such adjudication shall in no manner affect the other
50 sections, sentences, clauses or phrases of this ordinance which shall remain in full force
51 and effect, as if the invalid or unconstitutional section, sentence, clause or phrase was
52 not originally a part of the ordinance.

53 **Section 3: Repealer.** All ordinances and parts of ordinances in conflict with this
54 ordinance are hereby repealed.

55 **Section 4: Effective Date.** Unless specially specified elsewhere in this ordinance,
56 the effective date of this ordinance shall be immediately upon adoption by the City.

57 *****

The foregoing Ordinance No. **Ord2018-021** was adopted on **March 27, 2018**, was offered by Councilmember **Gumbs**, who moved its approval. The motion was seconded by Councilmember **Gilyard**, and being put to a vote, the result was as follows:

	AYE	NAY
William "Bill" Edwards, Mayor	☒	☐
Mark Baker, Mayor Pro Tem	☒	☐
Catherine Foster Rowell, Mayor Pro Tem	☒	☐
Carmalitha Lizandra Gumbs	☒	☐
Helen Zenobia Willis	☒	☐
Gertrude Naeema Gilyard	☒	☐
Rosie Jackson	☒	☐
khalid kamau	☒	☐

77 THIS ORDINANCE adopted this 27th day of March 2018. CITY OF SOUTH FULTON,
78 GEORGIA.

79
80
81 
82 WILLIAM "BILL" EDWARDS, MAYOR

83
84
85
86
87
88 ATTEST:

89
90
91 
92 MARK MASSEY, CITY CLERK

93
94
95 ITEM# Ord 2018-021 DATE 3/27/2018
96
97

98 APPROVED AS TO FORM:

99
100 
101
102 EMILIA C. WALKER, CITY ATTORNEY
103
104



1 STATE OF GEORGIA
2 COUNTY OF FULTON
3 CITY OF SOUTH FULTON
4
5

6 RESOLUTION No. 2018-021
7

8 A RESOLUTION TO ESTABLISH THE SOUTH FULTON BUSINESS AND
9 COMMUNITY COUNCIL, PROMOTE COMMUNITY AND BUSINESS OUTREACH
10 AND FOR OTHER LAWFUL PURPOSES

11 (Sponsored by Councilmembers Rowell, Gumbs, Willis, Gilyard and Jackson)
12

13 **WHEREAS**, the City of South Fulton ("City") is a municipal corporation duly
14 organized and existing under the laws of the State of Georgia;
15

16 **WHEREAS**, the Mayor and Council ("City Council") is the duly elected governing
17 authority of the City;
18

19 **WHEREAS**, the City Council is empowered through the City Charter to create
20 committees within the City;

21 **WHEREAS**, through this resolution, the City Council desires to create a
22 committee, to be known as the "South Fulton Business and Community Council," which
23 shall be dedicated for the purpose of business and community appreciation and
24 outreach; and

25 **WHEREAS**, this resolution will benefit the health and general welfare of the City,
26 its citizens and general public.

27 **NOW, THEREFORE, THE CITY COUNCIL OF SOUTH FULTON, GEORGIA**
28 **HEREBY RESOLVES:**

29 **Section 1.**

30 a. **Creation.** That there is hereby created a committee, to be known as the "South
31 Fulton Business and Community Council," which shall be dedicated for the
32 purpose of business and community appreciation and outreach within the City.

33 b. **Membership.** The committee shall consist of 8 members, who may be the Mayor
34 and Council, or a person appointed by the Mayor or a Councilmember,
35 individually, to serve in their place.

36 c. **Funding.** The funding for the South Fulton Business and Community Council
37 shall be generated through fundraising or as the City Budget allows.

38 d. **Meetings & By-laws.** The South Fulton Business and Community Council may
39 adopt a meetings schedule and by-laws governing its meetings.

40 **Section 2.** It is hereby declared to be the intention of the Mayor and Council that: (a)
41 All sections, paragraphs, sentences, clauses and phrases of this Resolution are or
42 were, upon their enactment, believed by the City Council to be fully valid, enforceable
43 and constitutional.

44 (b) To the greatest extent allowed by law, each and every section, paragraph,
45 sentence, clause or phrase of this Resolution is severable from every other section,
46 paragraph, sentence, clause or phrase of this Resolution. No section, paragraph,
47 sentence, clause or phrase of this Resolution is mutually dependent upon any other
48 section, paragraph, sentence, clause or phrase of this Resolution.

49 (c) In the event that any phrase, clause, sentence, paragraph or section of this
50 Resolution shall, for any reason whatsoever, be declared invalid, unconstitutional or
51 otherwise unenforceable by the valid judgment or decree of any court of competent
52 jurisdiction, it is the express intent of the City Council that such invalidity,
53 unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not
54 render invalid, unconstitutional or otherwise unenforceable any of the remaining
55 phrases, clauses, sentences, paragraphs or sections of the Resolution.

56 **Section 3.** All Resolutions and parts of Resolutions in conflict herewith are hereby
57 expressly repealed.

58 **Section 4.** The effective date of this Resolution shall be the date of adoption unless
59 provided otherwise by the City Charter or state and/or federal law.
60

The foregoing Resolution No. **Res2018-021** was adopted on **March 27, 2018**, was moved for approval by Councilmember **Willis**. The motion was seconded by Councilmember **Gilyard**, and being put to a vote, the result was as follows:

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

79 THIS RESOLUTION adopted this 27th day of March 2018. CITY OF SOUTH FULTON,
80 GEORGIA.

81
82
83 
84
85 WILLIAM "BILL" EDWARDS, MAYOR
86

87
88
89 ATTEST:

90
91
92 
93
94 MARK MASSEY, CITY CLERK



95
96
97 ITEM# Res2018-021 DATE 3/27/2018
98

99
100 APPROVED AS TO FORM:

101 
102
103
104 EMILIA C. WALKER, CITY ATTORNEY
105
106

1 STATE OF GEORGIA
2 COUNTY OF FULTON
3 CITY OF SOUTH FULTON
4
5
6

7
8
9 RESOLUTION NO. 2018-022

10
11
12
13 A RESOLUTION TO AMEND CITY ADMINISTRATIVE CLASSIFICATIONS, TO
14 ENHANCE ADMINISTRATIVE EFFICIENCY AND FOR OTHER LAWFUL PURPOSES

15 WHEREAS, the City of South Fulton ("City") is a municipal corporation duly
16 organized and existing under the laws of the State of Georgia;

17
18 WHEREAS, the Mayor and Council ("City Council") is the duly elected governing
19 authority of the City;

20
21 WHEREAS, the City Council is empowered through the City Charter to establish,
22 abolish, merge, or consolidate offices, positions of employment, departments, and
23 agencies of the city as it shall deem necessary for the proper administration of the
24 affairs of the government of the city. Charter 3.10(c); and

25
26 WHEREAS, this resolution will benefit the health and general welfare of the City,
27 its citizens and general public.

28
29 NOW, THEREFORE, THE CITY COUNCIL OF SOUTH FULTON, GEORGIA
30 HEREBY RESOLVES:

31
32 Section 1. The position of "Assistant to the City Manager" is hereby reclassified to
33 "Assistant City Manager," and shall be assigned the appropriate qualifications and
34 paygrade for an assistant city manager position by the City Human Resource
35 Department, in accordance with Human Resource protocols.

36
37 Section 2. It is hereby declared to be the intention of the Mayor and Council that: (a)
38 All sections, paragraphs, sentences, clauses and phrases of this Resolution are or
39 were, upon their enactment, believed by the City Council to be fully valid, enforceable
and constitutional.

40
41 (b) To the greatest extent allowed by law, each and every section, paragraph,
42 sentence, clause or phrase of this Resolution is severable from every other section,
43 paragraph, sentence, clause or phrase of this Resolution. No section, paragraph,
44 sentence, clause or phrase of this Resolution is mutually dependent upon any other
45 section, paragraph, sentence, clause or phrase of this Resolution.

46
47 (c) In the event that any phrase, clause, sentence, paragraph or section of this
48 Resolution shall, for any reason whatsoever, be declared invalid, unconstitutional or
49 otherwise unenforceable by the valid judgment or decree of any court of competent
jurisdiction, it is the express intent of the City Council that such invalidity,

40 unconstitutional or unenforceability shall, to the greatest extent allowed by law, not
41 render invalid, unconstitutional or otherwise unenforceable any of the remaining
42 phrases, clauses, sentences, paragraphs or sections of the Resolution.

43 **Section 3.** All Resolutions and parts of Resolutions in conflict herewith are hereby
44 expressly repealed.

45 **Section 4.** The effective date of this Resolution shall be the date of adoption unless
46 provided otherwise by the City Charter or state and/or federal law.

47 *****

The foregoing Resolution No. 2018-022 was adopted on **April 4, 2018**, was moved for approval by Councilmember **Gumbs**. The motion was seconded by Councilmember **khalid**, and being put to a vote, the result was as follows:

	AYE	NAY
William "Bill" Edwards, Mayor	<u> ✓ </u>	<u> </u>
Mark Baker, Mayor Pro Tem	<u> ✓ </u>	<u> </u>
Catherine Foster Rowell,	<u> ✓ </u>	<u> </u>
Carmalitha Lizandra Gumbs	<u> ✓ </u>	<u> </u>
Helen Zenobia Willis	<u> ✓ </u>	<u> </u>
Gertrude Naeema Gilyard	<u> ✓ </u>	<u> </u>
Rosie Jackson	<u> Not Present </u>	<u> </u>
khalid kamau	<u> ✓ </u>	<u> </u>

69 THIS RESOLUTION adopted this 4th day of April 2018. CITY OF SOUTH FULTON,
70 GEORGIA.
71
72
73
74

75 
76 _____
77 WILLIAM "BILL" EDWARDS, MAYOR
78
79

80
81
82 ATTEST:

83
84
85 
86 _____
87 MARK MASSEY, CITY CLERK
88
89



90 ITEM# Res 2018-022 DATE 4/4/2018
91
92
93

94 APPROVED AS TO FORM:

95 
96 _____
97
98
99 EMILIA C. WALKER, CITY ATTORNEY
100
101