

RESOLUTION R16-726

A RESOLUTION AUTHORIZING THE ENTERING INTO AM INTERGOVERNMENTAL AGREEMENT WITH HENRY COUNTY FOR THE PROVISION OF POLICE SERVICES; AUTHORIZING THE CITY CLERK TO ATTEST SIGNATURES AND AFFIX THE OFFICIAL SEAL OF THE CITY, AS NECESSARY; REPEALING INCONSISTENT RESOLUTIONS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Stockbridge ("City") is a municipal corporation located within Henry County, Georgia duly organized and existing under the laws of the State of Georgia and is charged with providing public services to residents located within the corporate limits of the City; and

WHEREAS, the City finds it necessary and desirable to enter into an intergovernmental agreement with Henry County for the provision of police and law enforcement services as one of its service delivery strategy agreements with Henry County;

THEREFORE, IT IS NOW RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE, GEORGIA, AS FOLLOWS:

1. **Approval of Execution.** The City hereby approves the Law Enforcement Services Agreement with Henry County attached hereto as Exhibit A, and the Mayor or Mayor Pro Tem is hereby authorized to execute said agreement with such changes as are recommended by the City Attorney.
2. **Documents.** The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate the amendment, subject to approval as to form by the City Attorney.
3. **Severability.** To the extent any portion of this Resolution is declared to be invalid, unenforceable or non-binding, that shall not affect the remaining portions of this Resolution.
4. **Repeal of Conflicting Provisions.** All City resolutions are hereby repealed to the extent they are inconsistent with this Resolution.
5. **Effective Date.** This Resolution shall be effective on the date of its approval by the City Council and Mayor as provided in the City Charter.

SO BE IT RESOLVED this 9th day of May 2016.

Anthony S. Ford
ANTHONY S. FORD, MAYOR PRO TEM

ATTEST:
Vanessa Holiday (SEAL)
VANESSA HOLIDAY, CITY CLERK

APPROVED AS TO FORM:
M/W
MICHAEL WILLIAMS, CITY ATTORNEY



EXHIBIT A

Law Enforcement Services Agreement

RESOLUTION NO. 16-123

**A RESOLUTION RATIFYING AND AUTHORIZING
INTERGOVERNMENTAL AGREEMENT
REGARDING POLICE SERVICES**

WHEREAS, the County and City entered into that certain SERVICE DELIVERY STRATEGY AGREEMENT (the "SDS Agreement") on December 24, 2009;

WHEREAS, pursuant to the SDS Agreement, the County agreed to provide police services within the municipal boundaries of the City in exchange for payment of certain sums from the City and its residents to the County;

WHEREAS, the SDS Agreement has expired; and

WHEREAS, County has determined that it is in the best interest of the County and its Citizens to enter into a new LAW ENFORCEMENT SERVICES AGREEMENT to define the City's and County's respective obligations regarding the provision of police services.

NOW THEREFORE BE IT AND IT IS HEREBY RESOLVED, that the Board of Commissioners of Henry County, Georgia hereby approves the LAW ENFORCEMENT SERVICES AGREEMENT (the "Agreement"), which Agreement is attached hereto as Exhibit "A", authorizes the Chairman to execute such Agreement and other instruments as are necessary and incidental thereto.

This 3 day of May, 2016.



Tommy N. Smith
Chairman, Board of Commissioners

Attest:



County Clerk

STATE OF GEORGIA

COUNTY OF HENRY

LAW ENFORCEMENT SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of May, 2016, by and between HENRY COUNTY, GEORGIA (hereinafter the "County") and the CITY OF STOCKBRIDGE (hereinafter the "City"), for the purpose of providing law enforcement services to the City and further providing for payment for those services.

NOW THEREFORE, it is agreed as follows:

1.

This Intergovernmental Agreement is made pursuant to Article IX, Section III, Paragraph I of the Constitution of Georgia of 1983 the County and the City are authorized to contract with one another for a purpose which the parties are otherwise authorized by law to undertake or provide and the execution, delivery and performance of this Agreement by the County and the City has been authorized by resolutions duly adopted by the respective governing body of the County and the City at a public meeting pursuant to the Open Meetings Act, O.C.G.A. §§ 50-14-1 et seq.

2.

The County shall continue to provide the same level of police service within the incorporated area of the City of Stockbridge as it does in the unincorporated areas of the County.

3.

In consideration of the provision of such Police Services, the parties agrees as follows:

- a. The County shall levy, assess and collect ad valorem taxes within the incorporated areas of the City at the same levy rate as is assessed in unincorporated Henry County to fund Police Services.

4.

The County will not enforce the Municipal Ordinances and Rules and Regulations of the City.

5.

The County shall supervise, maintain and control all personnel which it supplies to perform policing under the terms of this Agreement, and shall own all equipment utilized in the performance of the policing activity set forth in this Agreement. This paragraph shall not apply

to the Police Precinct building that is described in the Intergovernmental Lease Agreement dated September 12, 2011, according to its terms.

6.

All citations issued by the County's police officers for violations of the traffic laws of the State of Georgia committed within the municipal limits of the City shall be issued to and tried in the State Court for Henry County. The County will pay for the expense associated with the operation of the State Court and will be entitled to retain the revenue generated by the prosecution of said citations.

7.

Notwithstanding anything to the contrary set forth herein, this Agreement shall be automatically and immediately terminated in the event the County abolishes or ceases to operate the Henry County Bureau of Police Services and returns to the Sheriff of Henry County the responsibility of providing law enforcement services in Henry County.

8.

This Agreement shall commence on January 1, 2016 and shall expire December 21, 2021, unless prior written notice is given to the other party or on the expiration of the Service Delivery Strategy Agreement in effect between the County and the City of Stockbridge, whichever occurs first.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year above written.

Signed, sealed, and delivered
In the presence of:

Michelle Weaver
Unofficial Witness

[Signature]
Notary Public



Signed, sealed, and delivered
In the presence of:

Shaice J. Lane
Unofficial Witness

HENRY COUNTY, GEORGIA

By [Signature] (L.S.)
Chairman

Attest: [Signature] (L.S.)
(SEAL)

CITY OF STOCKBRIDGE, GEORGIA

By [Signature] (L.S.)
Vice Mayor [Signature]

Randi Rainey
Notary Public



Attest:

Adress Holiday (L.S.)



Reviewed and Approved by:

[Signature]
City Attorney