RESOLUTION NO. 2013-01-05

STATE OF GEORGIA
COUNTY OF FULTON

RESOLUTION AUTHORIZING A REVISED INTERGOVERNMENTAL AGREEMENT FOR THE DEVELOPMENT AND IMPLEMENTATION OF A UNIFIED RADIO SYSTEM AND TO AUTHORIZE CITY REPRESENTATIVES TO TAKE ACTIONS NECESSARY TO ENTER INTO PHASE II OF A CONTRACT WITH MOTOROLA FOR THE PURCHASE OF RADIO COMMUNICATIONS EQUIPMENT

WHEREAS, on December 18, 2012, City Council authorized Sandy Springs ("City") to enter into an Intergovernmental Agreement for the Development and Implementation of a Unified Radio System ("System") by and among the Cities of Alpharetta, Johns Creek, Milton, Roswell and Sandy Springs ("IGA"); and

WHEREAS, the City of Johns Creek has determined not to participate in the System, leaving the remaining Cities of Alpharetta, Milton, Roswell and Sandy Springs ("Participating Cities") to develop and implement the System; and

WHEREAS, the IGA has been revised ("Revised IGA"), a copy of which is attached to this resolution, to reflect the following: (a) the removal of Johns Creek from participation in the System; (b) the reallocation of contribution shares to absorb the contribution anticipated to be made by Johns Creek; and additional minor changes; and

WHEREAS, the governing bodies of the Participating Cities have each authorized or are in the process of authorizing the Revised IGA; and

WHEREAS, on December 18, 2012, City Council by resolution authorized the City Manager to proceed with the purchase of equipment for the System by utilizing state contracts with Motorola, as provided by Georgia law, in order to take advantage of significant cost savings in equipment, as well as savings in the time and energy which would have been required by separate procurement; and

WHEREAS, Motorola agreed to provide additional cost savings pursuant to a phased approach, in which the first phase is the execution of an agreement with Motorola ("Motorola Agreement") for the purchase of the core system for Sandy Springs ("Phase I") and the second phase is the execution by the remaining Participating Cities of the Motorola Agreement to purchase System requirements for unification of the System ("Phase 2"); and

WHEREAS, pursuant to Council's authorization, the City Manager entered into Phase 1 of the Motorola Agreement; and

WHEREAS, the Participating Cities now wish to enter into Phase 2 of the Motorola Agreement to allow the Participating Cities to develop and implement a unified System for the Participating Cities and making all Participating Cities subject to the terms and conditions of the Motorola Agreement;

NOW THEREFORE, BE IT RESOLVED by the City Council of Sandy Springs as follows:

EXHIBIT A

REVISED IGA

1. The Revised IGA, in substantially the form attached hereto as Exhibit A, is hereby approved and the City Manager or the Mayor are hereby authorized to execute the Revised IGA on behalf of the City; and

2. The City Manager is authorized to enter into Phase 2 of the Motorola Agreement with all Participating Cities and is further authorized to execute, on behalf of the City, such documents as are necessary to proceed to Phase 2, including but not limited to amendments, change orders, etc., to the Motorola Agreement, as are consistent with the intent of this resolution; and

3. Funding shall be appropriated up to the City's full contribution share as described in the Revised IGA, including the City's allocated contribution share for Phase 2; and

4. The City Manager and City Attorney are authorized to take such other action as may be necessary to effectuate the intent of this resolution.

RESOLVED this the 30th day of January, 2013.

Approved:

Eva Galambos, Mayor

Attest:

Michael Casey, City Clerk

(Seal)

INTERGOVERNMENTAL AGREEMENT
FOR THE DEVELOPMENT AND IMPLEMENTATION OF A UNIFIED RADIO SYSTEM BY AND AMONG THE CITIES OF ALPHARETTA, MILTON, ROSWELL AND SANDY SPRINGS, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement"), is entered into by and among the cities of Alpharetta, Milton, Roswell and Sandy Springs, Georgia (collectively, the "Cities"), this _____ day of _____, 20__.

WHEREAS, the Cities are all municipal corporations duly created under provisions of Georgia law; and

WHEREAS, the Cities, including their respective police, fire, public works and other departments, are presently users of the Fulton County radio system ("Fulton County System") by agreement; and

WHEREAS, the Fulton County System has become outdated and partially technologically obsolete for the needs of the Cities; and

WHEREAS, the Cities desire to create, own, and place into operation a new, unified radio system (the "System") including, but not limited to, erection of a radio tower or towers, implementation of equipment in existing locations, and maintenance and upgrade of radio equipment and facilities for use by the Cities to meet their respective public needs; and

WHEREAS, the Georgia Constitution, Article IX, § 2, ¶ 3, except as otherwise provided by law, encourages cities and counties to exercise governmental authority within each other's boundaries by intergovernmental agreement; and

WHEREAS, the Cities each desire to assume and exercise all municipal powers with respect to the System within their respective corporate boundaries and have determined that it is in their best interests to provide the System as a joint effort; and

WHEREAS, the Cities, each contributing a Weighted Share, as described in this Agreement, shall be the initial subscribers to the System ("Initial Subscribers"); and

WHEREAS, the Initial Subscribers are committed to and have taken overt steps to ensure that all procurement undertaken pursuant to this Agreement is consistent with the purchasing policies of the entity acting as the procurement agent and is otherwise consistent with the laws of the State of Georgia; and

WHEREAS, each of the undersigned anticipate that, subsequent to the execution of this Agreement by the Initial Subscribers, Fulton County and/or additional municipalities may desire to become subscribers in the System and the services offered by the System, making a capital contribution and agreeing to accept the terms of the Agreement and its obligations (the "Subsequent Subscribers") (the Initial Subscribers and the Subsequent Subscribers are sometimes herein referred to collectively as "Contributing Subscribers"); and

WHEREAS, the Initial Subscribers anticipate that, subsequent to the execution of this Agreement, Fulton County and/or additional municipalities may desire to become subscribers in the System and the services offered by the System, without making a capital contribution, but otherwise agreeing to accept the terms of the Agreement and its obligations (the "Non-

Contributing Subscribers") (the Contributing Subscribers and the Non-Contributing Subscribers are sometimes herein referred to collectively as the "Subscribers"); and

WHEREAS, the Initial Subscribers desire to maintain a mutually beneficial, efficient and cooperative relationship that will serve the public needs of all participating jurisdictions; and

WHEREAS, the Subscribers have authorized the execution of this Agreement through appropriate resolutions adopted by their respective governing bodies;

NOW, THEREFORE, in consideration of the following mutual obligations, the Subscribers hereby agree as follows:

ARTICLE 1
PURPOSE AND INTENT

The purpose of this Agreement is to establish the intent of the Contributing Subscribers to create, own, and place into operation the System including, but not limited to, erection of a radio tower or towers, implementation of equipment in existing places, maintenance and upgrade of radio equipment and facilities for use by the Subscribers for the protection of their respective citizens.

The System will operate as a joint project to serve, initially, the Initial Subscribers and, subsequently, all Subscribers. All Subscribers shall become a party to this Agreement, accepting all terms, conditions and obligations hereinafter set forth, and shall abide by all rules and regulations established by the Board of Managers for the governance of the System. All Contributing Subscribers shall contribute to the capitalization of the System and all Subscribers shall contribute to the ongoing maintenance of the System as hereinafter described.

ARTICLE 2
CAPITALIZATION, MAINTENANCE, AND PAYMENT

1. Capitalization. Initial capitalization of the System shall be in an amount not to exceed the sum of Sixteen Million Dollars ($16,000,000.00). Each of the Initial Subscribers shall contribute its weighted share ("Weighted Share") to the initial capitalization of the System in the percentage and amounts set forth in Exhibit A. Each Subsequent Subscriber shall likewise contribute its Weighted Share to the capital of the System; and, to the extent such contribution is for capital costs fully paid, then upon a tender of funds by a Subsequent Subscriber, each Initial Subscriber shall be entitled to an equivalent refund in the same percentage as each Initial Subscriber's Weighted Share. It is the intention of the parties hereto to establish a joint and apportioned undivided ownership interest in the assets of the System as determined by the Board of Managers. As there is currently no specific entity to hold an ownership interest, assets of the System shall be held in the name of the City of Sandy Springs on behalf of and for the benefit of all Cities of the System. The City of Sandy Springs shall be responsible for setting up a Unified Radio System Fund to account for all assets, revenues and expenditures associated with the System and for all reporting and an annual audit.

In the event the System shall need additional capital over and above the initial capitalization, the Board of Managers (as defined in Article 4) shall submit verification of need to the governing bodies of all Contributing Subscribers and obtain approval for any additional capital by resolution from all governing bodies. Any additional capital approved by all governing

bodies shall be contributed by the Contributing Subscribers in their Weighted Share in such form as determined by the Board of Managers to be in the best interest of the System.

2. Maintenance. All maintenance, upgrade or other fees incurred in connection with operating of the System, including but not limited to fees associated with acquisition or leasing of land for communications towers, shall be paid by the Contributing Subscribers in accordance with their Weighted Share and by the Non-Contributing Subscribers as shall be determined by the Board of Managers. Periodically the Board of Managers shall re-evaluate portioning of Subscriber contributions to maintenance, upgrade and ongoing fees incurred in connection with System operations. Contributing Subscriber contributions shall be re-evaluated according to Weighted Shares, and Non-Contributing Subscriber contributions shall be re-evaluated in an equitable manner determined by the Board of Managers to be in the best interest of the System.

3. Payment. As the Contributing Subscriber with responsibility to account for all assets, revenues and expenditures associated with the System, Sandy Springs shall be responsible for collecting payments from Subscribers for capitalization, purchases, maintenance and other obligations of the System and for expending such payments to satisfy such obligations. As obligations are incurred or to be incurred for the System, the City of Sandy Springs shall submit an invoice to each Subscriber with a request for payment of its Weighted Share ("Request"). The Subscriber shall review the invoice and acknowledge the obligation of payment pursuant to the invoice and shall make payment to the City of Sandy Springs at such time and as directed in the Request. In the event payment is not received from a Subscriber in accordance with the Request ("Delinquent Portion"), the non-paying Subscriber shall incur a late fee in the amount of five percent (5%) of the Delinquent Portion, and the remaining Subscribers shall contribute, in a timely manner to avoid additional cost and late penalties, the Delinquent Portion in accordance with their Weighted Shares. Subscribers paying the Delinquent Portion shall be entitled to reimbursement from the non-paying Subscriber within fourteen (14) days of the date the Subscriber shall have paid its Weighted Share of the Delinquent Portion. Reimbursement payments not made by the non-paying Subscriber within fourteen (14) days as hereinabove provided shall incur interest at the rate of six percent (6%) per annum.

ARTICLE 3
ADDITIONAL SUBSCRIBERS

Additional governmental units may subscribe for use of the System subsequent to the execution of this Agreement by unanimous approval of the existing Subscribers. These additional Subscribers may be Contributing Subscribers or Non-Contributing Subscribers.

Subsequent Subscribers who subscribe to use the System following execution of this Agreement by the Initial Subscribers shall make capital contributions based on their Weighted Shares, as described in Article 2, and shall agree to accept the terms of the Agreement and its obligations. Subsequent Subscribers shall be required to pay their Weighted Share of any and all fees associated with maintenance and upgrade of the System as described in Article 2. Subsequent Subscribers shall be represented on the Board of Managers, with the City Manager or City Administrator of the Subsequent Subscriber seated as a Manager.

Non-Contributing Subscribers shall subscribe to use the System without making a capital contribution and shall agree to accept the terms of the Agreement and its obligations. Non-Contributing Subscribers shall be required to pay fees associated with maintenance and upgrade of the System as described in Article 2. Non-Contributing Subscribers shall not be represented on the Board of Managers.

In the event additional Subscribers accept the terms and become a party to this Agreement in order to be served by the System, they may do so by action of the Board of Managers and resolutions of the governing bodies of all then-existing Subscribers.

ARTICLE 4
GOVERNANCE OF OPERATION OF SYSTEM

All matters relating to construction of the radio tower(s), acquisition of equipment and facilities and the operation of the System shall be determined by a board of managers ("Board of Managers"). Control and management of the System operations shall be vested in the Board of Managers, whose members (the "Managers") shall be the City Managers or City Administrators of the respective Contributing Subscribers, or designees. Non-Contributing Subscribers shall not be represented on the Board of Managers. The Managers shall receive no compensation for their services.

The Board of Managers shall establish rules and regulations for the governing of the System operations and may delegate to one (1) or more of the officers, agents, and employees of a Contributing Subscriber, subject to ratification by such Contributing Subscriber, such powers and duties as may be deemed necessary and proper. In the event such delegation results in a Contributing Subscriber's employee being subject to enhanced job duties, the pertinent Contributing Subscriber shall be responsible for any necessary compensation adjustment. Governance documents shall be subject to the mutual review and approval of the governing bodies of all Contributing Subscribers.

The Board of Managers shall elect a Chairman, Vice Chairman, Secretary (who is not required to be a member of the Board of Managers) and such other officers as deemed appropriate. The initial Chairman of the Board of Managers is the City Manager of Sandy Springs, who, by his signature affixed to this Agreement, accepts the appointment.

The Board of Managers shall be subject to and fully comply with the Open Meetings Act, O.C.G.A. 50-14-1, et.seq.

All new licenses required by the Federal Communications Commission ("FCC") shall be held in the name of the City of Sandy Springs on behalf of and for the benefit of the System.

ARTICLE 5
MANAGEMENT OFFICERS

The Board of Managers may designate individual Managers to exercise such offices and with such responsibilities as the Board of Managers deem appropriate for the System. A Manager so designated may hold two (2) or more offices. Any such Manager shall either be an employee of a Contributing Subscriber who is willing to assume such duties or a contract employee retained by a Contributing Subscriber to assume such duties. In the event that a Contributing Subscriber expends funds to either (1) supplement the pay of an existing employee to serve as a Manager, (2) hires a new full or part time employee to serve as a Manager, or (3) retains a contract employee to serve as a Manager, such expenditure of funds shall be recognized as a maintenance expense for the operation of the System and the Contributing Subscriber responsible for such expenditure of funds shall be entitled to reimbursement for same in accordance with the maintenance contribution obligations of Subscribers set forth in Article 2, Paragraph 2 of this Agreement. The Secretary shall be responsible for preparing

minutes of the meetings of the Managers, and authenticating the records of the System, and attesting to the position and authority of the officers acting on behalf of the Board of Managers.

ARTICLE 6
LIMITATION ON THE POWERS OF MANAGERS

The authority of the Managers under this Agreement is limited by the following:

(A) The Managers have no authority to:

(i) Do any act in contravention of federal, state or local law or this Agreement, as each may be amended from time to time.

(ii) Do any act that would make it impossible to carry on the ordinary business of the System, provided that the resignation by a Manager upon written notice to all other Managers is not restricted.

(iii) Possess property of the System, or assign any rights in specific property of the System for other than a System purpose.

(B) The Managers have no authority to sell all or substantially all of the assets of the System in a single transaction, unless consented to by all of the Managers and in no event may any assets of the System be sold or conveyed absent the unanimous ratification of the governing authorities of each Contributing Subscriber.

(C) The Managers have no authority to borrow funds on behalf of the System except as provided under federal, state or local law or this Agreement, as each may be amended from time to time.

ARTICLE 7
CONTRACTS, DEEDS AND LOANS

All contracts, deeds, mortgages, pledges, promissory notes, transfers and other written instruments binding upon the System are to be executed on behalf of the System by the Chairman of the Board of Managers and must be ratified by the governing authorities of each Contributing Subscriber. The Chairman shall be authorized to execute such instruments only upon approval of the Board of Managers and ratification by each Contributing Subscriber, pursuant to authority granted by this Agreement, or by such other persons or agents as the Board of Managers may designate from time to time.

ARTICLE 8
PROCUREMENT

Sandy Springs shall be the procurement agent on behalf of the System until such time as an Authority, as contemplated in Article 9, is created. Procurement of the radio components shall, to the fullest extent available, be secured under State of Georgia procurement contracts and pricing and otherwise in full accord with the purchasing policies of Sandy Springs. Any radio components for which State contracts and pricing is not available shall be purchased in compliance with Sandy Springs purchasing policies. Any public works construction necessary for creation of the System shall be undertaken in full conformance with Georgia's public works procurement law. It is anticipated by the parties hereto that Requests for Proposal ("RFP") shall

be issued on behalf of the System that will solicit vendor feedback regarding opportunities for private parties to construct certain components of the System infrastructure at no or reduced cost to the Contributing Subscribers and that a RFP will also be tendered seeking feedback for the Contributing Subscribers to fully fund and construct the System infrastructure that will maximize leased space on System-owned towers in order to reimburse Subscribers according to their respective weighted contributions.

ARTICLE 9
AUTHORITY CREATION

The parties hereto agree that it is their mutual expectation and preference that, at the earliest available opportunity, a duly authorized Authority be created to which title to the System shall be conveyed, and which shall ultimately be responsible for all aspects of the System, including but not limited to holding title to System property and operating, maintaining, and upgrading of the System. The parties acknowledge and agree that the creation of such an Authority is a power vested with the General Assembly of the State of Georgia; however, the parties will use their respective best efforts to facilitate the creation of such as soon as practicable. In the event such an Authority is created and duly assembled, it is the expectation and intent of the Subscribers that all obligations under this Agreement requiring the consent or ratification by the governing authorities of the various Subscribers shall be ratified and/or approved by the Authority. The governing authorities of the Subscribers shall acknowledge this transfer of authority upon the creation of the Authority and the transfer of System assets and responsibilities to same.

ARTICLE 10
OTHER PARTICIPANTS

No municipality or county may utilize or access the System unless and until that municipality or county has become a Subscriber, or until that municipality or county has entered into a Memorandum of Operation or Intergovernmental Agreement with the governing authorities of each Subscriber authorizing such utilization or access.

ARTICLE 11
INCOME INTO THE SYSTEM

The Board of Managers shall be responsible for identifying and taking steps to implement opportunities to derive income from the System. Any potential income opportunities (i.e., co-locations with private entities, etc.) shall be returned to the governing authority of each Contributing Subscriber for ratification prior to such becoming binding on the System. Any income derived from the System shall be returned to the Contributing Subscribers in a percentage that is no less than the Contributing Subscribers' Weighted Share contribution to the System, though a Contributing Subscriber may be entitled to a market rate land lease payment to account for greater initial contributions to the System by providing land to the System. In the event of such a special circumstance, the Board of Managers shall make a recommendation to the governing authorities of each Contributing Subscriber that a Contributing Subscriber should realize more than its weighted contribution as described above.

ARTICLE 12
AUDIT

Any Contributing Subscriber shall have the right to request an annual audit of all expenditures and income related to the System. Costs for such audit shall be borne by the Subscribers in the same percentage for which maintenance costs are apportioned.

ARTICLE 13
SIGNATURES ON CHECKS, DRAFTS

Checks and drafts drawn on the credit or accounts maintained for the benefit of the System shall be signed by such Managers, Officers, or such other employees or persons as the Board of Managers may designate from time to time. An account for such financial transactions may be opened for the benefit of the System, but must be established and overseen by the governing authority of a Contributing Subscriber.

ARTICLE 14
RETAINED POWERS OF GOVERNMENTAL UNITS

Each Subscriber shall retain responsibility and authority for its operational departments and for such equipment and services as are required at its place of operation to interconnect to the System's operations.

ARTICLE 15
OPERATIONS ADVISORY COMMITTEE

There is hereby created an Operations Advisory Committee for the System. The Operations Advisory Committee shall perform services of oversight and supervision of the System as authorized by the Board of Managers and shall serve in an advisory capacity. The Operations Advisory Committee is tasked with building consensus among its members regarding the review and recommendations regarding direction of the System. The Board of Managers shall consider the Committee's recommendations and advice, but shall be under no obligation to take action consistent with such recommendations and advice.

The Operations Advisory Committee membership shall consist of two (2) representatives from each Contributing Subscriber, who are the Police Chief or Public Safety Director and the Fire Chief of each Contributing Subscriber. In the event a Contributing Subscriber does not have a Fire Chief, the City Manager or City Administrator of such Contributing Subscriber shall designate a second representative to the Operations Advisory Committee for the Contributing Subscriber.

The Operations Advisory Committee shall play a vital role with all Subscribers because its members have contributed to and understand the goals, objectives and work plan activities for the System to be a success. The Committee may, among other things, establish subcommittees to consider technology solutions and related issues to assist the Committee in forming a consensus, making decisions, and providing appropriate direction to the Board of Managers.

The Operations Advisory Committee shall be subject to and fully comply with the Open Meetings Act, O.C.G.A. 50-14-1, et seq.

ARTICLE 16
TERM OF AGREEMENT

The initial term of this Agreement is for (1) twenty (20) years, commencing _____, 20__ and ending on _____, 20__, or (2) within twelve (12) months following the creation of an Authority by the General Assembly of the State of Georgia, whose purpose is to operate the System, or (3) or immediately upon conveyance of all System assets to such created Authority, whichever occurs earlier. The Subscribers understand and agree that this Agreement may be terminated only by unanimous consent of all Subscribers. This Agreement may be renewed by the Subscribers in additional terms of twenty (20) years each upon resolutions of the governing bodies of each Subscriber.

Should any Initial Subscriber desire to terminate its participation in the System, such Initial Subscriber shall be responsible for all costs associated with its removal from the System and for all capital and operating costs associated with the remaining Subscribers continuing to operate the System without degradation of capability through the end of the current fiscal year, subject to appropriations by the governing body of the withdrawing Initial Subscriber. Further, all System frequencies shall remain part of the System unless otherwise authorized by the licensing authority.

ARTICLE 17
NON-ASSIGNABILITY

Subscribers shall not assign any of the obligations or benefits of this Agreement.

ARTICLE 18
ENTIRE AGREEMENT

The Subscribers acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the Subscribers regarding the subject matter of the Agreement, and supersedes all prior oral or written agreements or understandings. No representation, oral or written, not incorporated in this Agreement shall be binding on any of the Subscribers. All Subscribers must agree to and execute any subsequent changes to this Agreement.

ARTICLE 19
AMENDMENT

This Agreement may be modified at any time upon mutual written consent by resolutions of the governing bodies of all Subscribers.

ARTICLE 20
NOTICES

All notices, statements, modifications, amendments, demands, requests, consents, approvals, or authorizations hereunder given by any Subscriber to the others shall be in writing and sent by registered or certified mail, postage prepaid. The Subscribers each agree to give the other Subscribers duplicate e-mail notice. Notices shall be addressed as follows:

If to the City of Alpharetta:	Bob Regus, City Administrator 2 South Main Street Alpharetta, Georgia 30009 Telephone: 678-297-6010 E-Mail: bregus@alpharetta.ga.us
With a copy to:	C. Sam Thomas, City Attorney 200 Ashford Center North, Suite 500 Atlanta, Georgia 30338 Telephone: 770-391-9100 E-Mail: cst@boviskyle.com
If to the City of Milton:	Christopher J. Lagerbloom, City Manager 13000 Deerfield Parkway, Suite 107 Milton, Georgia 30004 Telephone: 678-242-2488 E-Mail: chris.lagerbloom@cityofmiltonga.us
With a copy to:	Ken E. Jarrard, City Attorney 105 Pilgrim Village Drive, Suite 200 Cumming, Georgia 30040 Telephone: 678-455-7150 E-Mail: kjarrard@jarrard-davis.com
If to the City of Roswell:	Kay G. Love, City Administrator 38 Hill Street Roswell, Georgia 30075 Telephone: 770-641-3727 E-Mail: klove@roswellgov.com
With a copy to:	David B. Davidson, City Attorney 38 Hill Street, Suite 110 Roswell, Georgia 30075 Telephone: 770-594-6183 E-Mail: ddavidson@roswellgov.com
If to the City of Sandy Springs:	John McDonough, City Manager 7840 Roswell Road, Building 500 Sandy Springs, Georgia 30350 Telephone: 770-206-1414 E-Mail: jmcdonough@sandyspringsga.gov
With a copy to:	Wendell K. Willard, City Attorney 7840 Roswell Road, Building 300, Suite 330 Sandy Springs, Georgia 30350 Telephone: 770-481-7110 E-Mail: wkwillard@wendellwillard.com

ARTICLE 21
SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or any 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 were not part of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia and should any Subscriber institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Subscriber by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all Initial Subscribers have participated in the preparation hereof.

ARTICLE 22
BINDING EFFECT

This Agreement shall inure to the benefit of, and be binding upon, the respective Subscribers' successors, heirs and assigns.

ARTICLE 23
E-VERIFY

To the extent any portion of this Agreement is interpreted as a public works agreement or an agreement regarding the physical performance of services, each respective jurisdiction agrees to provide the necessary affidavits and any other documentation to establish E-Verify compliance.

ARTICLE 24
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.

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

[Signatures on following pages]

CITY OF ALPHARETTA

ATTEST:

_____ _____

David Belle Isle, Mayor City Clerk

(SEAL)

Approved as to form:

_____ _____

C. Sam Thomas, City Attorney Bob Regus, City Administrator

[Signatures continued on following pages]

CITY OF MILTON

ATTEST:

Joe Lockwood, Mayor

City Clerk

(SEAL)

Approved as to form:

Ken E. Jarrard, City Attorney

Christopher J. Lagerbloom, City Manager

[Signatures continued on following pages]

CITY OF ROSWELL

ATTEST:

Jere Wood, Mayor

City Clerk

(SEAL)

Approved as to form:

David B. Davidson, City Attorney

Kay G. Love, City Administrator

[Signatures continued on following pages]

CITY OF SANDY SPRINGS, GEORGIA

ATTEST:

Eva Galambos, Mayor

City Clerk

(SEAL)

Approved as to form:

Wendell K. Willard, City Attorney

John McDonough, City Manager

EXHIBIT A

INITIAL SUBSCRIBERS
WEIGHTED SHARES

Population	City Population	%
Alpharetta	57,551	21.13%
Milton	32,661	11.99%
Roswell	88,346	32.43%
Sandy Springs	93,853	34.45%
Total	**272,411**	**100.00%**

Land Mass	Square Miles	%
Alpharetta	26.91	18.71%
Milton	38.52	26.79%
Roswell	40.72	28.32%
Sandy Springs	37.64	26.18%
Total	**143.79**	**100.00%**

Subscriber Radios	Radios	%
Alpharetta	409	29.49%
Milton	95	6.85%
Roswell	489	35.26%
Sandy Springs	394	28.41%
Total	**1387**	**100.00%**

Weighted		
Initial Subscriber	**Weighted Share (Percentage)**	**Capital Contribution based on Initial Capitalization of $16,000,000**
Alpharetta	23.11%	$ 3,697,569.56
Milton	15.21%	$ 2,433,492.61
Roswell	32.00%	$ 5,120,328.92
Sandy Springs	29.68%	$ 4,748,608.91
Total	**100.00%**	**$16,000,000.00**