

AN ORDINANCE TO AMEND THE FY2023 ANNUAL OPERATING AND CAPITAL BUDGET FOR ATHENS-CLARKE COUNTY, GEORGIA SO AS TO PROVIDE FUNDING FROM THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA THROUGH THE UNIVERSITY OF GEORGIA FOR THE DOWNTOWN ATHENS PUBLIC SAFETY CAMERA SYSTEM AND IMPROVED LIGHTING INITIATIVE; AND FOR OTHER PURPOSES.

The Commission of Athens-Clarke County, Georgia hereby ordains as follows:

SECTION 1. The Commission of Athens-Clarke County, Georgia desires to amend the General Capital Projects Fund to provide funding from the University System of Georgia for the purchase of enhanced public safety camera capacities, installation, and lighting in the downtown district and related equipment. Said Operating and Capital budget is hereby amended as follows:

General Capital Projects Fund:

REVENUES:

Increase:

Intergovernmental - Local \$250,000

Expenditures:

Increase:

Police Department:

Capital Expenses \$250,000

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM**

SUBJECT: University of Georgia Contribution in Support of the Downtown Public Safety Camera System and Improved Lighting

DATE: July 19, 2022

BUDGET INFORMATION:

REVENUES: \$250,000

EXPENSES:

ANNUAL:

CAPITAL: \$250,000

OTHER:

FUNDING SOURCE: \$250,000 Board of Regents / University of Georgia

COMMISSION ACTION REQUESTED ON: August 2, 2022

PURPOSE:

To request that the Mayor and Commission:

- a. Approve an Intergovernmental Agreement between the Unified Government of Athens-Clarke County (ACCGov) and the Board of Regents / University of Georgia **(Attachment #1)** in support of the Downtown Public Safety Camera System and improved lighting;
- b. Accept the allocated funds;
- c. Adopt the attached budget amendment ordinance **(Attachment #2)**; and
- d. Authorize the Mayor and appropriate staff to execute all documents associated with the allocated funds.

HISTORY:

1. On July 7, 2005, the first generation of the Downtown Public Safety Camera System was made operational. The system has since expanded to meet dynamic operational needs and has been maintained.
2. In August 2021, staff began the process of evaluating a potential expansion of the Downtown Public Safety Camera System with the assistance of UGA stakeholders and resources.
3. In September 2021, stakeholders inclusive of UGA Police Department (UGAPD), Athens-Clarke County Police Department (ACCPD), and camera system installers examined potential

sites for camera system expansion and retrofitting to meet nascent operational needs. Such observations informed an ongoing discussion of where camera coverage and lighting could be enhanced to best address the presence and fear of crime.

4. In January 2022, the ACCGov Attorney's Office was contacted to assist in the development of an Intergovernmental Agreement between the Board of Regents / UGA and ACCGov.
5. In April 2022, a mutually acceptable draft agreement was returned and transmitted to UGAPD for approval and signature.
6. In May 2022, UGAPD approved the Intergovernmental Agreement and returned the project for ACCGov review and consent.
7. On June 28, 2022, the UGAPD and ACCPD were able to link their existing camera systems so that they may be viewed by the partner agency in support of actions inclusive of officer safety, situational awareness, and investigative purposes.

FACTS & ISSUES:

1. Since 2005, the Athens-Clarke County Police Department has operated a camera system within the Downtown District. Such cameras have added to the department's situational awareness, have allowed for video recordings in investigative actions, and have added to the general level of safety enjoyed by residents and visitors to the district.
2. Currently, ACCPD maintains 27 cameras within the district with pan-tilt-zoom (PTZ) capacities. This project seeks to enhance the current system as with the provision of 360-degree recording capacities, as appropriate, and to add cameras in locations as necessary to meet nascent operational needs.
3. The University of Georgia Police Department (UGAPD) has requested assistance in the prevention and detection of violations of law, which both the ACCPD and UGAPD agree is important to benefit the safety of Athens-Clarke County residents, visitors, UGA faculty, staff, and students.
4. This initiative seeks to deter criminal activity, provide a heightened sense of safety, and to aid in the follow-up on criminal reports.
5. The UGAPD and ACCPD agree to share video footage and information from the cameras installed under this agreement and each agency's pre-existing camera systems.
6. Both agencies agree to comply with all applicable federal and state laws and regulations regarding the collection, storage, retrieval, and dissemination of any video footage.
7. It is proposed that the agencies shall have direct access to view all live and archived video footage captured by the cameras installed under this agreement and pre-existing camera

systems. Each agency will also adhere to its own policies and procedures, along with state and federal law, to govern access to video footage.

8. Towards development of an enhanced camera environment and lighting, ACCPD and UGAPD stakeholders have:
 - a) Conducted visual surveys of the areas to help ensure that funds allocated are used in an effective and efficient manner;
 - b) Collaboratively identified areas of concern;
 - c) Developed recommendations for cameras and lighting;
 - d) And submitted such recommendations for the approval of both Chiefs of Police.
9. It shall be the responsibility of the ACCGov and ACCPD to:
 - a) Follow ACCGov procurement policies in obtaining equipment and bids for installation;
 - b) Acquire all materials and seek reimbursement of associated costs following purchase and installment of equipment; and
 - c) Provide ongoing management, maintenance, and support costs for acquired equipment.
10. It shall be the responsibility of UGA and UGAPD to:
 - a) Reimburse ACCGov up to \$250,000 for expenses related to this initiative;
 - b) Process payment of associated invoices in a timely manner; and
 - c) Maintain internal records as necessary concerning funding used for this initiative.
11. All equipment, hardware, and software licenses purchased pursuant to the Intergovernmental Agreement shall become the property of the ACCPD.
12. The term of this agreement shall be one (1) year, commencing on the date of execution by the later party to execute it, and will automatically renew for nine (9) additional one (1) year periods.

OPTIONS:

1. Mayor and Commission:
 - a. Approve an Intergovernmental Agreement between the Unified Government of Athens-Clarke County (ACCGov) and the Board of Regents / University of Georgia **(Attachment #1)** in support of the Downtown Public Safety Camera System and improved lighting;
 - b. Accept the allocated funds;
 - c. Adopt the attached budget amendment ordinance **(Attachment #2)**; and
 - d. Authorize the Mayor and appropriate staff to execute all documents associated with the allocated funds.
2. Mayor and Commission deny the authorization to approve the Intergovernmental Agreement and acceptance of funds.


3. Mayor and Commission defined option.

DEPARTMENT RECOMMENDED ACTION:

Option #1 a, b, c, and d

DEPARTMENT:

Prepared by: Joshua Watkins



Jerry G. Saulters

07/19/2022

Date:

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION:



Manager

July 22, 2022

Date:

ATTACHMENTS:

Attachment #1 - Intergovernmental Agreement

Attachment #2 – Budget Ordinance

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE UNIFIED GOVERNMENT
OF ATHENS-CLARKE COUNTY, GEORGIA, AND THE BOARD OF REGENTS OF
THE UNIVERSITY SYSTEM OF GEORGIA BY AND ON BEHALF OF THE
UNIVERSITY OF GEORGIA FOR ESTABLISHING THE DOWNTOWN ATHENS
SAFETY CAMERA AND LIGHTING INITIATIVE**

This Intergovernmental Agreement (“Agreement”) is entered into as of the date of execution by the latter Party to execute it between the Unified Government of Athens-Clarke County, Georgia, a body politic and corporate and a political subdivision of the State of Georgia (“ACCGov”), and the Board of Regents of the University System of Georgia by and on behalf of the University of Georgia (“UGA”), for the establishment of the Downtown Athens Safety Camera and Lighting Initiative, each a “Party” and collectively the “Parties.”

WHEREAS, pursuant to O.C.G.A. § 36-69-3(a)(2)(B) “[u]pon the request for assistance [...] in the prevention or detection of violations of any law [...] which request is made by a [...] chief of police of any institution within the University System of Georgia [...] after approval by the president of such institution, the chief of police [...] of any municipality or any county police force may, with the approval of the governing authority of any such officer’s political subdivision and the sheriff of the county, cooperate with and render assistance extraterritorially to such law enforcement agency of the institution requesting the same”; and

WHEREAS, the Chief of Police of the UGA Police Department has requested and obtained approval for the assistance of the ACCGov Police Department in the prevention and detection of violations of law, which both ACCGov and UGA agree is important to benefit the safety of Athens-Clarke County residents, visitors, and UGA faculty, staff, and students; and

WHEREAS, ACCGov and UGA are empowered to enter into this Intergovernmental Agreement pursuant to Ga. Const. Art. IX, Sec. III, Par. I as an intergovernmental agreement not exceeding fifty years.

NOW THEREFORE, ACCGov and UGA agree to be mutually bound by the terms and conditions of this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree to the following terms:

ARTICLE I – PURPOSE AND MISSION

The purpose of this initiative is to improve the overall safety of the downtown Athens area, including areas occupied by UGA, and to benefit Athens-Clarke County residents, visitors, and UGA faculty, staff, and students with a focus on student safety. Focus of the project is to deter criminal activity, provide a heightened sense of safety, and to aid in the follow-up on criminal reports. The Parties agree that this is a beneficial and collaborative affiliation between the UGA Police Department (“UGAPD”) and the Athens-Clarke County Police Department (“ACCPD”) (each hereafter referred to individually as an “Agency” or collectively the “Agencies”).

ARTICLE II – OBLIGATIONS OF THE PARTIES

- A. Visual surveys of the areas will be conducted by members of both Agencies to ensure that available funds are being used in the most effective and efficient manner possible.
- B. All additional lighting and camera installations will be based on input from each Agency's representative. Any relocation of existing cameras and lighting will also be based on input from each Agency's representative. Each Agency will nominate a lead representative and will provide the other Agency with the name and contact information of the lead representative. If the lead representative needs to be changed for any reason, the Agency must provide the other Agency notice in writing within seven (7) days of the change to include the name and contact information of the new lead representative.
- C. Input will be sought from staff of both Agencies to identify areas of concern. Areas of concern will be determined based on physical observation of the location, identified vehicle and pedestrian pathways, and analysis of call volume and criminal activity.
- D. Recommendations for installation will be submitted in writing to both the chiefs of both Agencies. Recommendations shall include supporting documentation to show why a particular area requires additional lighting or camera installation. Installation will begin only after both Agency representatives approve the installation in writing and will be consistent with the Areas of Focus, attached hereto as Exhibit A and incorporated herein.
- E. All equipment, hardware, and software licenses purchased pursuant to this Agreement shall become the property of ACCPD.
- F. Duties of ACCGov & ACCPD
 - a. ACCPD shall follow ACCGov procurement policies in obtaining equipment and bids for installation of approving additional lighting and cameras.
 - b. ACCPD shall be responsible for purchasing any hardware, materials, software or necessary items and shall cover the cost of installation for any lighting or camera equipment purchased pursuant to this Agreement.
 - c. ACCGov shall be responsible for entering into a contract with any vendor chosen to provide materials or labor in carrying out the purpose of this agreement.
 - d. ACCGov shall invoice UGA for reimbursement of associated costs following purchase and installment of equipment.
 - e. ACCGov shall provide ongoing management, maintenance, and support costs to operate and maintain the camera and lighting equipment and shall be responsible for ensuring all items are in good working condition.
 - f. ACCGov shall maintain internal records of purchase, including but not limited to, invoices, purchase agreements, warranties, and licenses, and shall provide copies of such to UGA upon request.

G. Duties of UGA & UGAPD

- a. UGA shall reimburse ACCGov up to a maximum of two hundred and fifty thousand dollars (\$250,000) for expenses related to this initiative.
 - b. UGA shall process payment of associated invoices in a timely manner.
 - c. UGA shall maintain internal records of funding used for this initiative and shall share this information with ACCGov following each expenditure or upon request.
- H. The Agencies agree to share video footage and information from the cameras installed under this Agreement and those of the Agencies' preexisting camera systems identified by each Agency.
- I. The Agencies agree to comply with all applicable federal and state laws and regulations regarding the collection, storage, retrieval, and dissemination of any video footage.
- J. The Agencies shall have direct access to view all live and archived video footage captured by the cameras installed under this Agreement and those of the Agencies' preexisting camera systems identified by each Agency.
- K. Each Agency will adhere to its own policies and procedures, along with state and federal law, to govern access to video footage.
- L. Except as otherwise required by law, neither Agency shall disseminate to any third party data or information of which the other Agency is the owner without prior written consent of the owner. Each Agency shall respond as required by law to the requests made pursuant to Georgia Open Records Act and shall provide prompt written notice to the other Agency of any request for data or information in its possession of which the other Agency is the owner.

ARTICLE III – GENERAL CONDITIONS

- A. The term of this Agreement shall be one (1) year, commencing on the date of execution by the latter Party to execute it, and will automatically renew for nine (9) additional one (1) year periods. This Agreement may be renewed or amended by written consent of the Parties.
- B. This Agreement may be terminated in whole or in part, pursuant to the following terms and conditions:
- a. by mutual written consent of the Parties hereto;
 - b. by either Party if there has been a material default or breach on the part of the other Party in any of its representations, covenants, or obligations contained in this Agreement and such default or breach is not satisfactorily cured within thirty (30) days following written notice from the non-breaching Party;
 - c. by either Party for convenience upon sixty (60) days' written notice to the other Party;
 - d. by either Party if its governing body does not allocate funding necessary to perform its obligations hereunder;
 - e. by ACCGov, if it has terminated its Agreement with the design and installation vendor for convenience,

- f. by ACCGov if there has been a material default or breach on the part of the vendor in any of its representations, covenants, or obligations to ACCGov that affect this Agreement, and such default or breach is not cured within thirty (30) days following written notice from ACCGov.
- C. If a dispute arising out of or relating to this Agreement or the breach thereof occurs, the Parties will attempt to resolve the disputes through discussion by the Chief of Police of each Agency. If the dispute cannot be settled by such discussion, the Parties may agree in good faith to settle the dispute by mediation. In the event the Parties cannot resolve a dispute, the dispute may be submitted to a court of competent jurisdiction.
- D. The Parties agree that for all purposes this Agreement shall be governed and interpreted in accordance with the laws of the United States and the State of Georgia.
- E. Neither Party shall be deemed in default of any provision of this Agreement or be liable for any delay, failure in performance, or interruption in service resulting from acts of war, acts of terrorism, acts of God, acts of civil or military authority, civil disturbance, epidemics or pandemics, floods, severe weather events, strikes, or any other cause beyond its reasonable control.
- F. The waiver by either Party of any of its rights or remedies in enforcing any action for breach under this Agreement in a particular instance shall not be considered as a waiver of the same or different rights, remedies, or actions for breach in subsequent instances.
- G. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.
- H. Neither Party shall assign or transfer this Agreement nor any rights or obligations thereunder without the express written consent of the other Party, except to the extent that such assignment, subletting, or transfer is mandated or restricted by law. Such written consent shall not be unreasonably withheld. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- I. This Agreement, together with the Attachments identified above, constitutes the entire agreement between the Parties hereto with regard to the subject matter hereof. This Agreement supersedes any and all prior discussions and/or representations, whether written or oral, and no reference to prior dealings may be used to in any way modify the expressed understandings of this Agreement.
- J. This Agreement may not be amended or modified unless done so in writing in a document of the same level of formality as this Agreement that is signed by authorized representatives of both Parties.
- K. Time is of the essence in the Parties' performance under this Agreement.
- L. Any written notice as provided herein shall be addressed as follows:

(a) If to ACCGov: Chief of Police

3035 Lexington Road
Athens, GA 30605

(b) If to UGA:

Chief of Police
286 Oconee Street
Suite 100
Athens, GA 30602

For personal delivery, notice shall be deemed effective the date of delivery. If delivered by common carrier (e.g., FedEx or UPS), delivery shall be deemed effective as shown by such carrier. If delivered by certified or registered mail, return receipt requested, delivery shall be deemed effective as shown on the receipt. If delivered by regular U.S. mail, delivery shall be deemed to be effective two (2) days after the postmark date.

SIGNATURES TO APPEAR ON FOLLOWING PAGE

**UNIFIED GOVERNMENT OF
ATHENS-CLARKE COUNTY, GEORGIA**

**BOARD OF REGENTS OF THE
UNIVERSITY SYSTEM OF GEORGIA
BY AND ON BEHALF OF THE
UNIVERSITY OF GEORGIA**

BY: _____
**Kelly Girtz, Mayor
Athens-Clarke County**

BY: _____

DATE: _____

DATE: _____

ATTEST: _____
Gloria J. Spratlin, Clerk of Commission

ATTEST: _____

Seal

Seal

APPROVED AS TO FORM:

BY: _____
Athens-Clarke County Office of the Attorney

BY: _____
Dan Silk
University of Georgia Police

BY: _____
Jerry Saulters
Athens-Clarke County Police