

Bond Case Briefs

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INTERGOVERNMENTAL AGREEMENTS - GEORGIA

City of Union Point v. Greene County

Supreme Court of Georgia - March 15, 2018 - S.E.2d - 2018 WL 1324184

City brought action against county alleging that county had unilaterally discontinued police and fire dispatch and communications services to the city's police and fire departments.

The trial court determined that portion of Service Delivery Strategy Act (SDS Act) was unconstitutional and that sovereign immunity barred remedies not specifically provided for in SDS Act. City appealed and county cross-appealed.

The Supreme Court of Georgia held that:

- Sovereign immunity did not bar city's claims under SDS Act;
- City's claims against county seeking specific performance of intergovernmental agreement concerning police and fire protection were not barred by sovereign immunity;
- Dispute resolution process prescribed by SDS Act did not violate separation of powers provision of state constitution;
- Funding of road and bridge maintenance was not at issue before mediator, such that trial court was not permitted to consider issue;
- Trial court was not authorized by SDS Act to enter permanent injunction; and
- Trial court was not authorized by SDS Act to enter declaratory and injunctive relief regarding funding of recreation and library services.

Service Delivery Strategy Act (SDS Act) waived sovereign immunity only to the extent of the Act, which extended no further than the remedies specifically authorized by Act, to allow city's action under Act against county alleging that county had breached intergovernmental agreement concerning police and fire protection.

City's claims against county seeking specific performance of intergovernmental agreement concerning police and fire protection were not barred by sovereign immunity; state constitution expressly waived sovereign immunity for breach of contract claims against state or its departments and agencies.

Dispute resolution process prescribed by Service Delivery Strategy Act (SDS Act) did not violate separation of powers provision of state constitution; Act did not authorize court to substitute its judgment for that of county and municipalities with regard to creation of service delivery agreement, nor to adopt one party's interpretation to exclusion of another, and enter that in the form of final agreement, rather, court was directed only to receive parties' evidence and resolve disputed issues of fact regarding services provided and funding of such services, and to determine whether such services and funding complied with the provisions of the law.

Funding of road and bridge maintenance was not at issue before mediator, and therefore trial court was not permitted to consider issue following mediation pursuant to Service Delivery Strategy Act (SDS Act) in dispute between city and county concerning intergovernmental agreement.

Trial court was not authorized by Service Delivery Strategy Act (SDS Act) to permanently enjoin county from imposing fees on city for emergency dispatch services and mandating use of particular technology for delivering those services in dispute between city and county concerning intergovernmental agreement; court was only permitted to employ those remedies provided for by Act, and Act did not permit issuance of permanent injunction as to funding or method of providing services.

Trial court was not authorized by Service Delivery Strategy Act (SDS Act) to enter declaratory and injunctive relief regarding funding of recreation and library services in dispute between city and county concerning intergovernmental agreement; court was only permitted to employ those remedies provided for by Act, and Act did not permit issuance of permanent injunction as to funding or method of providing services.