

HABERSHAM COUNTY BOARD OF COMMISSION

EXECUTIVE SUMMARY

SUBJECT: Intergovernmental Agreements for Animal Control Services for Habersham Municipalities

DATE: January 8, 2024

RECOMMENDATION

POLICY DISCUSSION

BUDGET INFORMATION:

STATUS REPORT

ANNUAL-

OTHER

CAPITAL-

COMMISSION ACTION REQUESTED ON: January 16, 2024

PURPOSE:

To request Commission approval of an Updated Intergovernmental Agreements for Animal Care and Control Services between the Municipalities and Habersham County.

BACKGROUND / HISTORY:

The current IGA's methodology had not been reviewed in many years. We have updated the methodology to reflect a more defensible way to charge the cities for animal control. In summary, we are taking into consideration the amount of revenue we bring in from each city's tax digest for animal control and comparing this to the cost of the service for animal control for each city. In six of the seven cities this has resulted in a decrease in the charge for animal control. The City of Alto is the only City that is paying slightly more but it is a negligible increase.

FACTS AND ISSUES:

- a) Attached are the proposed Intergovernmental Agreement for Animal Care and Control Services between each participating City and Habersham County.
 - b) This agreement provides full service for enforcement and shelter services to participating Cities.
 - c) The proposed cost varies for each City. The breakout is below. This fee is based on the annual total cost for providing Animal Control Services and netting those costs with the amount of revenue generated by each municipality's Tax Digest to get their share of the proportional cost based upon their population,
 - d) Costs will be recalculated each year in July after the Tax Digests are approved and an invoice will be sent to each one in August of each year.
 - e) Attached are each municipality's agreements.
 - f) One of the provisions in the agreement states that each City or Town Council must also approve the ordinance used by Habersham County to enforce animal control policies and regulations.
 - g) Agreements will automatically renew on July 1st of each year unless Habersham County has been provided 60-day notice of Termination.
 - h) Each IGA must be approved individually.**
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OPTIONS:

- 1) Separately approve each of the proposed Intergovernmental Agreements for Animal Care and Control Services between Habersham County and each of the respective municipalities of Alto, Baldwin, Clarkesville, Cornelia and Mount Airy.
 - 2) Separately deny each of the proposed Intergovernmental Agreements for Animal Care and Control Services between Habersham County and each of the respective municipalities of Alto, Baldwin, Clarkesville, Cornelia, and Mount Airy.
 - 3) Commission-defined alternative.
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RECOMMENDED SAMPLE MOTION:

Move to:

Approve the proposed Intergovernmental Agreement for Animal Care and Control Services between the Town of Alto and Habersham County.

Approve the proposed Intergovernmental Agreement for Animal Care and Control Services between the City of Baldwin and Habersham County.

Approve the proposed Intergovernmental Agreement for Animal Care and Control Services between the City of Clarkesville and Habersham County.

Approve the proposed Intergovernmental Agreement for Animal Care and Control Services between the City of Cornelia and Habersham County.

Approve the proposed Intergovernmental Agreement for Animal Care and Control Services between the City of Mt Airy and Habersham County.

DEPARTMENT:

Prepared by: Tim Sims

Director _____

**ADMINISTRATIVE
COMMENTS:**

DATE: _____

County Manager

**INTERGOVERNMENTAL AGREEMENT FOR ADMINISTRATION AND
ENFORCEMENT OF ANIMAL CONTROL PROVISIONS BETWEEN HABERSHAM
COUNTY, GEORGIA AND THE TOWN OF ALTO, GEORGIA**

This Intergovernmental Agreement (“Agreement”) is made and entered into with an effective date of the 1st day of July, 2023 (“anniversary date” as used herein), by and between Habersham County, through its Board of Commissioners (hereinafter “Habersham County”), and the Town of Alto through its Town Council (hereinafter the “Town”).

WITNESSETH:

WHEREAS, the Town of Alto has determined that adoption and enforcement of an Animal Control Ordinance, identical to that Animal Control Ordinance adopted by Habersham County (the “Ordinance”), is in the best interests of the citizens of the Town of Alto; and

WHEREAS, the Town’s size is such that it is not cost-effective for the Town to provide the services necessary for enforcement of the Ordinance through its own staff; and

WHEREAS, Habersham County has already adopted and has staff to enforce the Ordinance in the unincorporated portion of the county; and

WHEREAS, it would not be an undue burden on Habersham County to provide those same services in the Town provided that the Town adopts an identical Ordinance and provides financial support to the County to subsidize the additional expenditures incurred by the County in providing animal control services within the incorporated areas of the County; and

WHEREAS, Article IX, Section III, Paragraph I of the Georgia Constitution of 1983 authorized any county and any public corporation to contract with each other for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; and

WHEREAS, an intergovernmental agreement providing for Habersham County to provide inspection and enforcement of the Ordinance at the Town’s expense in the Town would promote the general health, welfare, and safety of all citizens of the Town and County;

NOW THEREFORE, for and in consideration of the premises and mutual covenants and agreements hereinafter set forth, and by and through the authority of the County and the Town, it is hereby agreed by and between the parties hereto as follows:

ARTICLE I: ADOPTION OF IDENTICAL ORDINANCE PROCEDURES.

- A. The Town hereby warrants that it has previously adopted an Animal Control Ordinance identical to that of Habersham County as of the effective date hereof.
- B. Habersham County shall provide written notice to the Town of any changes or, in its discretion, anticipated changes, in its Animal Control Ordinance.

- C. The Town shall take all steps necessary to enact identical changes within sixty days of any such notice given within or subsequent to the provisions of the County-adopted version and shall also require that the numbering system be maintained so that Habersham County Animal Care and Control (hereinafter, "HCACC") is authorized to cite any section by use of the County's numbering system alone. Town's failure to do so shall operate to terminate this Agreement without the necessity of further action by or notice to any party or person.
- D. The Board of Commissioners will be responsible for all personnel compensation, benefits equipment, training, liability insurance and will be responsible for all proper care and humane disposal of any animals taken into the possession of animal control.

ARTICLE II: ENFORCEMENT

Commencing with the effective date hereof, Habersham County shall be responsible for the enforcement of the within ordinance by HCACC. HCACC shall be fully authorized to issue citations pursuant to the within ordinance within the corporate limits of the Town with said citations returnable to the Magistrate Court of Habersham County. Such Court is hereby delegated and authority and jurisdiction to hear and decide such violations and shall be able to impose such fines and/or penalties to the maximum amount allowed herein or by state law and as determined within the discretion of the court.

ARTICLE III: COMPENSATION

All fees, fines, and other revenue attributable to enforcement activities within the Town shall be paid directly to Habersham County and all offenses shall be adjudicated in the Magistrate Court of Habersham County.

Town shall pay to County the sum of \$6340.04 reflecting the net value of actual cost less tax digest contribution from the 2023 Tax Digest. Said sum shall be recalculated annually as of June 30 and billed by County to Town by August 31 of each year and shall be due and payable by Town no later than September 30 each year.

ARTICLE IV: TERM

The term of this Agreement shall begin, and this Agreement shall constitute a binding obligation on the parties hereto from and after its execution by the last party to execute the same. This Agreement shall automatically renew on the yearly anniversary of the effective date unless sooner terminated as provided herein.

ARTICLE V: TERMINATION OR AMENDMENT OF AGREEMENT

- A. This Agreement may be amended only by mutual agreement of the parties hereto executed in writing with the same formality as the execution of this Agreement.

B. This Agreement may be terminated by either party upon sixty days written notice to the other.

ARTICLE VI: SERVICE DELIVERY STRATEGY

The Service Delivery Strategy for Habersham County is hereby revised in accordance with this Agreement.

ARTICLE V: INDEMNIFICATION

County will indemnify and hold the Town Harmless as to all claims regarding the actions of animal control negligently taking possession of and/or disposing of any animal.

IN WITNESS WHEREOF, Habersham County Board of Commissioners and the Alto Town Council, have caused this Agreement to be executed and each party has caused its seal to be hereunto impressed and attested and delivery hereof is hereby acknowledged, as of the day and year above written.

Approved by the Habersham County Board of Commissioner as of the 1st day of July 2023 and executed this _____ day of _____ 2023, in witness whereof the said party hereto has set its hand, affixed its seal and delivered these presents.

**BOARD OF COMMISSIONERS OF
HABERSHAM COUNTY, GEORGIA**

By: _____
Ty Akins, Chairman

Attest: _____
Brandalin Carnes, County Clerk

Approved by the Town of Alto, Georgia as of the 1st day of July 2023 and executed this 12 day of December, 2023, in witness whereof the said party hereto has set its hand, affixed its seal and delivered these presents.

**TOWN COUNCIL OF
ALTO, GEORGIA**

By: PJ Huggins
P.J. Huggins, Mayor

Attest: Penny Rogers
Penny Rogers, Town Clerk



INTERGOVERNMENTAL AGREEMENT FOR ADMINISTRATION AND ENFORCEMENT OF ANIMAL CONTROL PROVISIONS BETWEEN HABERSHAM COUNTY, GEORGIA AND THE CITY OF BALDWIN, GEORGIA

This Intergovernmental Agreement (“Agreement”) is made and entered into with an effective date of the 1st day of July, 2023 (“anniversary date” as used herein), by and between Habersham County, through its Board of Commissioners (hereinafter “Habersham County”), and the City of Baldwin through its City Commission (hereinafter the “City”).

WITNESSETH:

WHEREAS, the City of Baldwin has determined that adoption and enforcement of an Animal Control Ordinance, identical to that Animal Control Ordinance adopted by Habersham County (the “Ordinance”), is in the best interests of the citizens of the City of Baldwin; and

WHEREAS, the City’s size is such that it is not cost-effective for the City to provide the services necessary for enforcement of the Ordinance through its own staff; and

WHEREAS, Habersham County has already adopted and has staff to enforce the Ordinance in the unincorporated portion of the county; and

WHEREAS, it would not be an undue burden on Habersham County to provide those same services in the City provided that the City adopts an identical Ordinance and provides financial support to the County to subsidize the additional expenditures incurred by the County in providing animal control services within the incorporated areas of the County; and

WHEREAS, Article IX, Section III, Paragraph I of the Georgia Constitution of 1983 authorized any county and any public corporation to contract with each other for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; and

WHEREAS, an intergovernmental agreement providing for Habersham County to provide inspection and enforcement of the Ordinance at the City’s expense in the City would promote the general health, welfare, and safety of all citizens of the City and County;

NOW THEREFORE, for and in consideration of the premises and mutual covenants and agreements hereinafter set forth, and by and through the authority of the County and the City, it is hereby agreed by and between the parties hereto as follows:

ARTICLE I: ADOPTION OF IDENTICAL ORDINANCE PROCEDURES.

- A. The City hereby warrants that it was previously adopted an Animal Control Ordinance identical to that of Habersham County as of the effective date hereof.
- B. Habersham County shall provide written notice to the City of any changes or, in its discretion, anticipated changes, in its Animal Control Ordinance.

- C. City shall take all steps necessary to enact identical changes within sixty days of any such notice given within or subsequent to the provisions of the County-adopted version and shall also require that the numbering system be maintained so that Habersham County Animal Care and Control (hereinafter, "HCACC") is authorized to cite any section by use of the County's numbering system alone. City's failure to do so shall operate to terminate this Agreement without the necessity of further action by or notice to any party or person.

- D. The Board of Commissioners will be responsible for all personnel compensation, benefits equipment, training, liability insurance and will be responsible for all proper care and humane disposal of any animals taken into the possession of animal control.

ARTICLE II: ENFORCEMENT

Commencing with the effective date hereof, Habersham County shall be responsible for the enforcement of the within ordinance by HCACC. HCACC shall be fully authorized to issue citations pursuant to the within ordinance within the corporate limits of the City with said citations returnable to the Magistrate Court of Habersham County. Such Court is hereby delegated and authority and jurisdiction to hear and decide such violations and shall be able to impose such fines and/or penalties to the maximum amount allowed herein or by state law and as determined within the discretion of the court.

ARTICLE III: COMPENSATION

All fees, fines, and other revenue attributable to enforcement activities within the City shall be paid directly to Habersham County and all offenses shall be adjudicated in the Magistrate Court of Habersham County.

City shall annually pay to County the sum of \$18,455.58 reflecting the net value of actual cost less tax digest contribution for each year this agreement is in effect. Said sum shall be recalculated annually and billed by County to City in June of each year and shall be due and payable by City no later than the anniversary date each year.

ARTICLE IV: TERM

The term of this Agreement shall begin, and this Agreement shall constitute a binding obligation on the parties hereto from and after its execution by the last party to execute the same. This Agreement shall automatically renew on the yearly anniversary of the effective date unless sooner terminated as provided herein.

ARTICLE V: TERMINATION OR AMENDMENT OF AGREEMENT

- A. This Agreement may be amended only by mutual agreement of the parties hereto executed in writing with the same formality as the execution of this Agreement.

B. This Agreement may be terminated by either party upon sixty days written notice to the other.

ARTICLE VI: SERVICE DELIVERY STRATEGY

The Service Delivery Strategy for Habersham County is hereby revised in accordance with this Agreement.

ARTICLE V: INDEMNIFICATION

County will indemnify and hold the City Harmless as to all claims regarding the actions of animal control negligently taking possession of and/or disposing of any animal.

IN WITNESS WHEREOF, Habersham County Board of Commissioners and the Baldwin City Council, have caused this Agreement to be executed and each party has caused its seal to be hereunto impressed and attested and delivery hereof is hereby acknowledged, as of the day and year above written.

Approved by the Habersham County Board of Commissioner on the _____ day of _____ 2023, and execute this _____ day of _____ 2023, In witness whereof the parties hereto have set their hands, affixed their seals, and delivered these presents.

**BOARD OF COMMISSIONERS OF
HABERSHAM COUNTY, GEORGIA**

By: _____
Ty Akins, Chairman

Attest: _____
Brandalin Carnes, County Clerk

Approved by the City of Baldwin, Georgia on the 1st day of July 2023 and executed this _____ day of _____ 2023, in witness whereof the said party hereto has set its hand, affixed its seal and delivered these presents.

**CITY COUNCIL OF
BALDWIN, GEORGIA**

By: _____
Stephanie Almagno, Mayor

Attest: _____
Emily Woodmaster, City Clerk

INTERGOVERNMENTAL AGREEMENT FOR ADMINISTRATION AND ENFORCEMENT OF ANIMAL CONTROL PROVISIONS BETWEEN HABERSHAM COUNTY, GEORGIA AND THE CITY OF CLARKESVILLE, GEORGIA

This Intergovernmental Agreement (“Agreement”) is made and entered into with an effective date of the 1st day of July, 2023 (“anniversary date” as used herein), by and between Habersham County, through its Board of Commissioners (hereinafter “Habersham County”), and the City of Clarkesville through its City Commission (hereinafter the “City”).

WITNESSETH:

WHEREAS, the City of Clarkesville has determined that adoption and enforcement of an Animal Control Ordinance, identical to that Animal Control Ordinance adopted by Habersham County (the “Ordinance”), is in the best interests of the citizens of the City of Clarkesville; and

WHEREAS, the City’s size is such that it is not cost-effective for the City to provide the services necessary for enforcement of the Ordinance through its own staff; and

WHEREAS, Habersham County has already adopted and has staff to enforce the Ordinance in the unincorporated portion of the county; and

WHEREAS, it would not be an undue burden on Habersham County to provide those same services in the City provided that the City adopts an identical Ordinance and provides financial support to the County to subsidize the additional expenditures incurred by the County in providing animal control services within the incorporated areas of the County; and

WHEREAS, Article IX, Section III, Paragraph I of the Georgia Constitution of 1983 authorized any county and any public corporation to contract with each other for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; and

WHEREAS, an intergovernmental agreement providing for Habersham County to provide inspection and enforcement of the Ordinance at the City’s expense in the City would promote the general health, welfare, and safety of all citizens of the City and County;

NOW THEREFORE, for and in consideration of the premises and mutual covenants and agreements hereinafter set forth, and by and through the authority of the County and the City, it is hereby agreed by and between the parties hereto as follows:

ARTICLE I: ADOPTION OF IDENTICAL ORDINANCE PROCEDURES.

- A. The City hereby warrants that it was previously adopted an Animal Control Ordinance identical to that of Habersham County as of the effective date hereof.
- B. Habersham County shall provide written notice to the City of any changes or, in its discretion, anticipated changes, in its Animal Control Ordinance.

- C. City shall take all steps necessary to enact identical changes within sixty days of any such notice given within or subsequent to the provisions of the County-adopted version and shall also require that the numbering system be maintained so that Habersham County Animal Care and Control (hereinafter, "HCACC") is authorized to cite any section by use of the County's numbering system alone. City's failure to do so shall operate to terminate this Agreement without the necessity of further action by or notice to any party or person.

- D. The Board of Commissioners will be responsible for all personnel compensation, benefits equipment, training, liability insurance and will be responsible for all proper care and humane disposal of any animals taken into the possession of animal control.

ARTICLE II: ENFORCEMENT

Commencing with the effective date hereof, Habersham County shall be responsible for the enforcement of the within ordinance by HCACC. HCACC shall be fully authorized to issue citations pursuant to the within ordinance within the corporate limits of the City with said citations returnable to the Magistrate Court of Habersham County. Such Court is hereby delegated and authority and jurisdiction to hear and decide such violations and shall be able to impose such fines and/or penalties to the maximum amount allowed herein or by state law and as determined within the discretion of the court.

ARTICLE III: COMPENSATION

All fees, fines, and other revenue attributable to enforcement activities within the City shall be paid directly to Habersham County and all offenses shall be adjudicated in the Magistrate Court of Habersham County.

City shall annually pay to County the sum of \$0.00 reflecting the net value of actual cost less tax digest contribution for each year this agreement is in effect. Said sum shall be recalculated annually and billed by County to City in June of each year and shall be due and payable by City no later than the anniversary date each year.

ARTICLE IV: TERM

The term of this Agreement shall begin, and this Agreement shall constitute a binding obligation on the parties hereto from and after its execution by the last party to execute the same. This Agreement shall automatically renew on the yearly anniversary of the effective date unless sooner terminated as provided herein.

ARTICLE V: TERMINATION OR AMENDMENT OF AGREEMENT

- A. This Agreement may be amended only by mutual agreement of the parties hereto executed in writing with the same formality as the execution of this Agreement.

B. This Agreement may be terminated by either party upon sixty days written notice to the other.

ARTICLE VI: SERVICE DELIVERY STRATEGY

The Service Delivery Strategy for Habersham County is hereby revised in accordance with this Agreement.

ARTICLE V: INDEMNIFICATION

County will indemnify and hold the City Harmless as to all claims regarding the actions of animal control negligently taking possession of and/or disposing of any animal.

IN WITNESS WHEREOF, Habersham County Board of Commissioners and the Clarkesville City Council, have caused this Agreement to be executed and each party has caused its seal to be hereunto impressed and attested and delivery hereof is hereby acknowledged, as of the day and year above written.

Approved by the Habersham County Board of Commissioner on the _____ day of _____ 2023, and execute this _____ day of _____ 2023, In witness whereof the parties hereto have set their hands, affixed their seals, and delivered these presents.

**BOARD OF COMMISSIONERS OF
HABERSHAM COUNTY, GEORGIA**

By: _____
Ty Akins, Chairman

Attest: _____
Brandalin Carnes, County Clerk

Approved by the City of Clarkesville, Georgia on the 1st day of July 2023 and executed this _____ day of _____ 2023, in witness whereof the said party hereto has set its hand, affixed its seal and delivered these presents.

**CITY COUNCIL OF
CLARKESVILLE, GEORGIA**

By: _____
Barrie Aycock, Mayor

Attest: _____
Glenda Smith, City Clerk

INTERGOVERNMENTAL AGREEMENT FOR ADMINISTRATION AND ENFORCEMENT OF ANIMAL CONTROL PROVISIONS BETWEEN HABERSHAM COUNTY, GEORGIA AND THE CITY OF CORNELIA, GEORGIA

This Intergovernmental Agreement (“Agreement”) is made and entered into with an effective date of the 1st day of July, 2023 (“anniversary date” as used herein), by and between Habersham County, through its Board of Commissioners (hereinafter “Habersham County”), and the City of Cornelia through its City Commission (hereinafter the “City”).

WITNESSETH:

WHEREAS, the City of Cornelia has determined that adoption and enforcement of an Animal Control Ordinance, identical to that Animal Control Ordinance adopted by Habersham County (the “Ordinance”), is in the best interests of the citizens of the City of Cornelia; and

WHEREAS, the City’s size is such that it is not cost-effective for the City to provide the services necessary for enforcement of the Ordinance through its own staff; and

WHEREAS, Habersham County has already adopted and has staff to enforce the Ordinance in the unincorporated portion of the county; and

WHEREAS, it would not be an undue burden on Habersham County to provide those same services in the City provided that the City adopts an identical Ordinance and provides financial support to the County to subsidize the additional expenditures incurred by the County in providing animal control services within the incorporated areas of the County; and

WHEREAS, Article IX, Section III, Paragraph I of the Georgia Constitution of 1983 authorized any county and any public corporation to contract with each other for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; and

WHEREAS, an intergovernmental agreement providing for Habersham County to provide inspection and enforcement of the Ordinance at the City’s expense in the City would promote the general health, welfare, and safety of all citizens of the City and County;

NOW THEREFORE, for and in consideration of the premises and mutual covenants and agreements hereinafter set forth, and by and through the authority of the County and the City, it is hereby agreed by and between the parties hereto as follows:

ARTICLE I: ADOPTION OF IDENTICAL ORDINANCE PROCEDURES.

- A. The City hereby warrants that it was previously adopted an Animal Control Ordinance identical to that of Habersham County as of the effective date hereof.
- B. Habersham County shall provide written notice to the City of any changes or, in its discretion, anticipated changes, in its Animal Control Ordinance.

- C. City shall take all steps necessary to enact identical changes within sixty days of any such notice given within or subsequent to the provisions of the County-adopted version and shall also require that the numbering system be maintained so that Habersham County Animal Care and Control (hereinafter, "HCACC") is authorized to cite any section by use of the County's numbering system alone. City's failure to do so shall operate to terminate this Agreement without the necessity of further action by or notice to any party or person.

- D. The Board of Commissioners will be responsible for all personnel compensation, benefits equipment, training, liability insurance and will be responsible for all proper care and humane disposal of any animals taken into the possession of animal control.

ARTICLE II: ENFORCEMENT

Commencing with the effective date hereof, Habersham County shall be responsible for the enforcement of the within ordinance by HCACC. HCACC shall be fully authorized to issue citations pursuant to the within ordinance within the corporate limits of the City with said citations returnable to the Magistrate Court of Habersham County. Such Court is hereby delegated and authority and jurisdiction to hear and decide such violations and shall be able to impose such fines and/or penalties to the maximum amount allowed herein or by state law and as determined within the discretion of the court.

ARTICLE III: COMPENSATION

All fees, fines, and other revenue attributable to enforcement activities within the City shall be paid directly to Habersham County and all offenses shall be adjudicated in the Magistrate Court of Habersham County.

City shall annually pay to County the sum of \$0.00 reflecting the net value of actual cost less tax digest contribution for each year this agreement is in effect. Said sum shall be recalculated annually and billed by County to City in June of each year and shall be due and payable by City no later than the anniversary date each year.

ARTICLE IV: TERM

The term of this Agreement shall begin, and this Agreement shall constitute a binding obligation on the parties hereto from and after its execution by the last party to execute the same. This Agreement shall automatically renew on the yearly anniversary of the effective date unless sooner terminated as provided herein.

ARTICLE V: TERMINATION OR AMENDMENT OF AGREEMENT

- A. This Agreement may be amended only by mutual agreement of the parties hereto executed in writing with the same formality as the execution of this Agreement.

B. This Agreement may be terminated by either party upon sixty days written notice to the other.

ARTICLE VI: SERVICE DELIVERY STRATEGY

The Service Delivery Strategy for Habersham County is hereby revised in accordance with this Agreement.

ARTICLE V: INDEMNIFICATION

County will indemnify and hold the City Harmless as to all claims regarding the actions of animal control negligently taking possession of and/or disposing of any animal.

IN WITNESS WHEREOF, Habersham County Board of Commissioners and the Cornelia City Council, have caused this Agreement to be executed and each party has caused its seal to be hereunto impressed and attested and delivery hereof is hereby acknowledged, as of the day and year above written.

Approved by the Habersham County Board of Commissioner on the _____ day of _____ 2023 and execute this _____ day of _____ 2023, In witness whereof the parties hereto have set their hands, affixed their seals, and delivered these presents.

**BOARD OF COMMISSIONERS OF
HABERSHAM COUNTY, GEORGIA**

By: _____
Ty Akins, Chairman

Attest: _____
Brandalin Carnes, County Clerk

Approved by the City of Cornelia, Georgia on the 1st day of July 2023 and executed this _____ day of _____ 2023, in witness whereof the said party hereto has set its hand, affixed its seal and delivered these presents.

**CITY COUNCIL OF
CORNELIA, GEORGIA**

By: _____
J.C. Irby, Jr., Mayor

Attest: _____
Janie Henderson, City Clerk

INTERGOVERNMENTAL AGREEMENT FOR ADMINISTRATION AND ENFORCEMENT OF ANIMAL CONTROL PROVISIONS BETWEEN HABERSHAM COUNTY, GEORGIA AND THE CITY OF DEMOREST, GEORGIA

This Intergovernmental Agreement (“Agreement”) is made and entered into with an effective date of the 1st day of July, 2023 (“anniversary date” as used herein), by and between Habersham County, through its Board of Commissioners (hereinafter “Habersham County”), and the City of Demorest through its City Commission (hereinafter the “City”).

WITNESSETH:

WHEREAS, the City of Demorest has determined that adoption and enforcement of an Animal Control Ordinance, identical to that Animal Control Ordinance adopted by Habersham County (the “Ordinance”), is in the best interests of the citizens of the City of Demorest; and

WHEREAS, the City’s size is such that it is not cost-effective for the City to provide the services necessary for enforcement of the Ordinance through its own staff; and

WHEREAS, Habersham County has already adopted and has staff to enforce the Ordinance in the unincorporated portion of the county; and

WHEREAS, it would not be an undue burden on Habersham County to provide those same services in the City provided that the City adopts an identical Ordinance and provides financial support to the County to subsidize the additional expenditures incurred by the County in providing animal control services within the incorporated areas of the County; and

WHEREAS, Article IX, Section III, Paragraph I of the Georgia Constitution of 1983 authorized any county and any public corporation to contract with each other for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; and

WHEREAS, an intergovernmental agreement providing for Habersham County to provide inspection and enforcement of the Ordinance at the City’s expense in the City would promote the general health, welfare, and safety of all citizens of the City and County;

NOW THEREFORE, for and in consideration of the premises and mutual covenants and agreements hereinafter set forth, and by and through the authority of the County and the City, it is hereby agreed by and between the parties hereto as follows:

ARTICLE I: ADOPTION OF IDENTICAL ORDINANCE PROCEDURES.

- A. The City hereby warrants that it was previously adopted an Animal Control Ordinance identical to that of Habersham County as of the effective date hereof.
- B. Habersham County shall provide written notice to the City of any changes or, in its discretion, anticipated changes, in its Animal Control Ordinance.

- C. City shall take all steps necessary to enact identical changes within sixty days of any such notice given within or subsequent to the provisions of the County-adopted version and shall also require that the numbering system be maintained so that Habersham County Animal Care and Control (hereinafter, "HCACC") is authorized to cite any section by use of the County's numbering system alone. City's failure to do so shall operate to terminate this Agreement without the necessity of further action by or notice to any party or person.

- D. The Board of Commissioners will be responsible for all personnel compensation, benefits equipment, training, liability insurance and will be responsible for all proper care and humane disposal of any animals taken into the possession of animal control.

ARTICLE II: ENFORCEMENT

Commencing with the effective date hereof, Habersham County shall be responsible for the enforcement of the within ordinance by HCACC. HCACC shall be fully authorized to issue citations pursuant to the within ordinance within the corporate limits of the City with said citations returnable to the Magistrate Court of Habersham County. Such Court is hereby delegated and authority and jurisdiction to hear and decide such violations and shall be able to impose such fines and/or penalties to the maximum amount allowed herein or by state law and as determined within the discretion of the court.

ARTICLE III: COMPENSATION

All fees, fines, and other revenue attributable to enforcement activities within the City shall be paid directly to Habersham County and all offenses shall be adjudicated in the Magistrate Court of Habersham County.

City shall annually pay to County the sum of \$13,327.16 reflecting the net value of actual cost less tax digest contribution for each year this agreement is in effect. Said sum shall be recalculated annually and billed by County to City in June of each year and shall be due and payable by City no later than the anniversary date each year.

ARTICLE IV: TERM

The term of this Agreement shall begin, and this Agreement shall constitute a binding obligation on the parties hereto from and after its execution by the last party to execute the same. This Agreement shall automatically renew on the yearly anniversary of the effective date unless sooner terminated as provided herein.

ARTICLE V: TERMINATION OR AMENDMENT OF AGREEMENT

- A. This Agreement may be amended only by mutual agreement of the parties hereto executed in writing with the same formality as the execution of this Agreement.

B. This Agreement may be terminated by either party upon sixty days written notice to the other.

ARTICLE VI: SERVICE DELIVERY STRATEGY

The Service Delivery Strategy for Habersham County is hereby revised in accordance with this Agreement.

ARTICLE V: INDEMNIFICATION

County will indemnify and hold the City Harmless as to all claims regarding the actions of animal control negligently taking possession of and/or disposing of any animal.

IN WITNESS WHEREOF, Habersham County Board of Commissioners and the Demorest City Council, have caused this Agreement to be executed and each party has caused its seal to be hereunto impressed and attested and delivery hereof is hereby acknowledged, as of the day and year above written.

Approved by the Habersham County Board of Commissioner on the _____ day of _____ 2023, and execute this _____ day of _____ 2023, In witness whereof the parties hereto have set their hands, affixed their seals, and delivered these presents.

**BOARD OF COMMISSIONERS OF
HABERSHAM COUNTY, GEORGIA**

By: _____
Ty Akins, Chairman

Attest: _____
Brandalin Carnes, County Clerk

Approved by the City of Demorest, Georgia on the 1st day of July 2023 and executed this _____ day of _____ 2023, in witness whereof the said party hereto has set its hand, affixed its seal and delivered these presents.

**CITY COUNCIL OF
DEMOREST, GEORGIA**

By: _____
Jerry Harkness, Mayor

Attest: _____
Megan Chastain, City Clerk

INTERGOVERNMENTAL AGREEMENT FOR ADMINISTRATION AND ENFORCEMENT OF ANIMAL CONTROL PROVISIONS BETWEEN HABERSHAM COUNTY, GEORGIA AND THE CITY OF MT. AIRY, GEORGIA

This Intergovernmental Agreement (“Agreement”) is made and entered into with an effective date of the 1st day of July, 2023 (“anniversary date” as used herein), by and between Habersham County, through its Board of Commissioners (hereinafter “Habersham County”), and the City of Mt. Airy through its City Commission (hereinafter the “City”).

WITNESSETH:

WHEREAS, the City of Airy has determined that adoption and enforcement of an Animal Control Ordinance, identical to that Animal Control Ordinance adopted by Habersham, County (the “Ordinance”), is in the best interests of the citizens of the City of Mt. Airy; and

WHEREAS, the City’s size is such that it is not cost-effective for the City to provide the services necessary for enforcement of the Ordinance through its own staff; and

WHEREAS, Habersham County has already adopted and has staff to enforce the Ordinance in the unincorporated portion of the county; and

WHEREAS, it would not be an undue burden on Habersham County to provide those same services in the City provided that the City adopts an identical Ordinance and provides financial support to the County to subsidize the additional expenditures incurred by the County in providing animal control services within the incorporated areas of the County; and

WHEREAS, Article IX, Section III, Paragraph I of the Georgia Constitution of 1983 authorized any county and any public corporation to contract with each other for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; and

WHEREAS, an intergovernmental agreement providing for Habersham County to provide inspection and enforcement of the Ordinance at the City’s expense in the City would promote the general health, welfare, and safety of all citizens of the City and County;

NOW THEREFORE, for and in consideration of the premises and mutual covenants and agreements hereinafter set forth, and by and through the authority of the County and the City, it is hereby agreed by and between the parties hereto as follows:

ARTICLE I: ADOPTION OF IDENTICAL ORDINANCE PROCEDURES.

- A. The City hereby warrants that it was previously adopted an Animal Control Ordinance identical to that of Habersham County as of the effective date hereof.
- B. Habersham County shall provide written notice to the City of any changes or, in its discretion, anticipated changes, in its Animal Control Ordinance.

- C. City shall take all steps necessary to enact identical changes within sixty days of any such notice given within or subsequent to the provisions of the County-adopted version and shall also require that the numbering system be maintained so that Habersham County Animal Care and Control (hereinafter, "HCACC") is authorized to cite any section by use of the County's numbering system alone. City's failure to do so shall operate to terminate this Agreement without the necessity of further action by or notice to any party or person.

- D. The Board of Commissioners will be responsible for all personnel compensation, benefits equipment, training, liability insurance and will be responsible for all proper care and humane disposal of any animals taken into the possession of animal control.

ARTICLE II: ENFORCEMENT

Commencing with the effective date hereof, Habersham County shall be responsible for the enforcement of the within ordinance by HCACC. HCACC shall be fully authorized to issue citations pursuant to the within ordinance within the corporate limits of the City with said citations returnable to the Magistrate Court of Habersham County. Such Court is hereby delegated and authority and jurisdiction to hear and decide such violations and shall be able to impose such fines and/or penalties to the maximum amount allowed herein or by state law and as determined within the discretion of the court.

ARTICLE III: COMPENSATION

All fees, fines, and other revenue attributable to enforcement activities within the City shall be paid directly to Habersham County and all offenses shall be adjudicated in the Magistrate Court of Habersham County.

City shall annually pay to County the sum of \$7,031.17 reflecting the net value of actual cost less tax digest contribution for each year this agreement is in effect. Said sum shall be recalculated annually and billed by County to City in June of each year and shall be due and payable by City no later than the anniversary date each year.

ARTICLE IV: TERM

The term of this Agreement shall begin, and this Agreement shall constitute a binding obligation on the parties hereto from and after its execution by the last party to execute the same. This Agreement shall automatically renew on the yearly anniversary of the effective date unless sooner terminated as provided herein.

ARTICLE V: TERMINATION OR AMENDMENT OF AGREEMENT

- A. This Agreement may be amended only by mutual agreement of the parties hereto executed in writing with the same formality as the execution of this Agreement.

B. This Agreement may be terminated by either party upon sixty days written notice to the other.

ARTICLE VI: SERVICE DELIVERY STRATEGY

The Service Delivery Strategy for Habersham County is hereby revised in accordance with this Agreement.

ARTICLE V: INDEMNIFICATION

County will indemnify and hold the City Harmless as to all claims regarding the actions of animal control negligently taking possession of and/or disposing of any animal.

IN WITNESS WHEREOF, Habersham County Board of Commissioners and the Mt. Airy City Council, have caused this Agreement to be executed and each party has caused its seal to be hereunto impressed and attested and delivery hereof is hereby acknowledged, as of the day and year above written.

Approved by the Habersham County Board of Commissioner on the _____ day of _____ 2023, and execute this _____ day of _____ 2023, In witness whereof the parties hereto have set their hands, affixed their seals, and delivered these presents.

**BOARD OF COMMISSIONERS OF
HABERSHAM COUNTY, GEORGIA**

By: _____
Ty Akins, Chairman

Attest: _____
Brandalin Carnes, County Clerk

Approved by the City of Mt. Airy, Georgia on the 1st day of July 2023 and executed this _____ day of _____ 2023, in witness whereof the said party hereto has set its hand, affixed its seal and delivered these presents.

**CITY COUNCIL OF
MT. AIRY, GEORGIA**

By: _____
Ray McAllister, Mayor

Attest: _____
Sherri Berrong, City Clerk