

**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 15th day of JULY, 2020 ("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 Council (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 authorizes 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 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 City of any changes or, in its discretion, anticipated changes, in its Animal Control Ordinance.
- C. Habersham County is in the process of adopting a revised Animal Control Ordinance attached hereto as Exhibit "A".

- D. City shall take all steps necessary to enact identical changes within sixty days of any such notice given within or subsequent hereto. "Identical" shall mean that there are no additions, deletions or amendments 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.
- E. 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 the 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 a sum equal to 7.5% of the HCACC annual budget (expenses minus department generated revenue) for each year this agreement is in effect. The annual cost for the services is calculated by dividing Baldwin's proportional share of the cost of animal control and shelter services minus revenues that the County receives for providing shelter and adoption services. Said sum shall be 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. The fee may be adjusted from year to year, however, if the fee adjustment exceeds 3% in one year, this agreement is subject to renegotiation.

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 Commission, by their duly authorized council and board members, 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 first above written.

Approved by the Habersham County Board of Commissioners on the 15th day of JUNE 2020, and executed this 15th day of JUNE 2020, in witness whereof the parties hereto have set their hands, affixed their seals, and delivered these presents.

BOARD OF COMMISSIONERS OF
HABERSHAM COUNTY

By: [Signature]
Stacy Hall, Chairman

Attest: [Signature]
Lindsay Underwood, County Clerk

Approved by the City of Baldwin, Georgia, on the 26th day of May 2020, and executed this 15th day of JUNE 2020, in witness whereof the parties hereto have set their hands, affixed their seals, and delivered these presents.

CITY COUNCIL OF
BALDWIN, GEORGIA

By: [Signature]
Joe Elam, Mayor

Attest: [Signature]
Emily Woodmaster, City Clerk

HABERSHAM COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: City of Baldwin Animal Control Intergovernmental Agreement

DATE: June 09, 2020

BUDGET INFORMATION:
ANNUAL- N/A
CAPITAL- N/A

RECOMMENDATION
 POLICY DISCUSSION
 STATUS REPORT
 OTHER

COMMISSION ACTION REQUESTED ON: June 15, 2020

PURPOSE:

This requests Commission approval of the attached Intergovernmental Agreement with the City of Baldwin for Animal Control Services.

BACKGROUND / HISTORY: Habersham County Animal Care & Control attempts to ensure relevant and up to date Ordinances. Ordinances have been reviewed and amended to reflect current needs for enforcement in the HCACC Jurisdiction. The Animal Care & Control Department is now providing services to all the cities in Habersham County. The revised ordinance will allow for a more consistent enforcement of the County Code by establishing a consistent numbering system to be applied in all jurisdictions.

FACTS AND ISSUES:

1. The County's Animal Care & Control Ordinance has been recently updated.
2. The City of Baldwin has adopted the Animal Care & Control Ordinance identical to that of the County's updated Animal Care & Control Ordinance.
3. The County has provided animal care and control services to the City of Baldwin in the past under a previous IGA.
4. The City of Baldwin wishes to enter into an agreement with the County for animal care and control services under the updated ordinance.

OPTIONS:

1. Approve the Intergovernmental Agreement with the City of Baldwin.
2. Do not approve the Intergovernmental Agreement with the City of Baldwin.
3. Commission defined alternative.

RECOMMENDED SAMPLE MOTION: I move to approve the Intergovernmental Agreement with the City of Baldwin for Animal Care and Control services.
