INTERGOVERNMENTAL AGREEMENT FOR ADMINISTRATION AND ENFORCEMENT OF ANIMAL CONTROL PROVISIONS BETWEEN HALL COUNTY, GEORGIA AND THE TOWN OF CLERMONT, GEORGIA

This Intergovernmental Agreement ("Agreement") is made and entered into with an effective date of the _____ day of _____, 2026 ("anniversary date" as used herein), by and between Hall County through its Board of Commissioners (hereinafter "Hall County"), and the Town of Clermont through its Town Council (hereinafter the "Town").

WITNESSETH:

WHEREAS, the Town of Clermont has determined that adoption and enforcement of an Animal Control Ordinance, identical to that Animal Control Ordinance adopted by Hall County (the "Ordinance"), is in the best interests of the citizens of the Town of Clermont; 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, Hall 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 Hall 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 Town; 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 Hall 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.

1. The Town hereby warrants that it has previously adopted an Animal Control Ordinance identical to that of Hall County as of the effective date hereof.

2. Hall County shall provide sixty (60) days written notice to the Town of any changes or, in its discretion, anticipated changes, in its Animal Control Ordinance when practicable.

3. Hall County during the term of this Agreement may revise its Animal Control Ordinance.

4. Upon Hall County revising its Animal Control Ordinance, the Town shall take all steps necessary to enact identical changes within sixty (60) days after notice of Hall County's adoption of such

changes. "Identical" shall mean that there are no substantive additions, deletions or amendments to the provisions of the County-adopted version and shall also require that the numbering system be maintained so that Hall 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.

5. Hall County shall 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, Hall County shall be responsible for the enforcement of the Ordinance by HCACC. HCACC shall be fully authorized to issue citations pursuant to the Ordinance within the corporate limits of the Town, with said citations returnable to the Magistrate Court of Hall 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 by Town Charter 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 Hall County and all offenses shall be adjudicated in the Magistrate Court of Hall County.

Town shall annually pay to County a sum equal to $1.00 for each year this agreement is in effect. Said sum shall be billed by County to Town in June of each year and shall be due and payable by Town no later than the anniversary date each year.

ARTICLE IV: TERM.

The term of this Agreement shall commence on the effective date first written above, which shall be the date upon which the last party to this Agreement executes the same (the "anniversary date"), whereupon this Agreement shall constitute a binding obligation on the parties hereto. This Agreement shall automatically renew on the yearly anniversary of the effective date unless sooner terminated as provided herein. The maximum number of years that this Agreement shall be in effect shall not exceed fifty (50) years.

ARTICLE V: TERMINATION OR AMENDMENT OF AGREEMENT.

1. 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.

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

3. Upon the effective date of this Agreement, the existing intergovernmental agreement between Hall County and the Town concerning the administration and enforcement of animal control services shall be terminated and superseded by this Agreement.

ARTICLE VI: SERVICE DELIVERY STRATEGY.

The parties shall take such action as may be required by applicable law to reflect the services provided under this Agreement through future revision of the Hall County Service Delivery Strategy.

ARTICLE VII: LIABILITY.

Each party shall be responsible for the acts and omissions of its own officers, employees, and agents to the extent provided by law. Nothing contained in this Agreement shall be construed as a waiver of any immunity, defense, limitation of liability, or other protection available to either party under the Constitution or laws of the State of Georgia.

IN WITNESS WHEREOF, Hall County Board of Commissioners and the Clermont Town Council, 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 Hall County Board of Commissioners on the _____ day of _____, 2026, and executed this _____ day of _____, 2026, and in witness whereof the parties hereto have set their hands, affixed their seals, and delivered these presents.

BOARD OF COMMISSIONERS
OF HALL COUNTY

By: _____
Chairman

Attest: _____
County Clerk

Approved by the Town of Clermont, Georgia on the 6 day of October, 2026, and executed this 6 day of October, 2026, and in witness whereof the parties hereto have set their hands, affixed their seals, and delivered these presents.

TOWN COUNCIL OF CLERMONT, GEORGIA

By: James S. Rij
Mayor

TOWN OF CLERMONT
GEORGIA
CHARTERED 1913

Attest: _____
Town Clerk

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