

INTERGOVERNMENTAL AGREEMENT FOR ANIMAL CONTROL

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter "the Agreement"), is entered into this _____ day of _____ by and between the City of Forest Park, a municipal corporation chartered by the state of Georgia, and the City of Lake City, a municipal corporation chartered by the State of Georgia.

For the purpose of settling forth the parties' rights and responsibilities with respect to the creation and operation of animal control services as authorized by law.

WITNESSETH

WHEREAS, Article 9, Section 3, Paragraph I of the Constitution of the State of Georgia provides that municipalities may contract with each other for joint provision of services;

WHEREAS, the City of Forest Park and the City of Lake City (jointly "the Parties") have determined that there is a present and continuing need for providing joint animal control services within the City of Lake City by the City of Forest Park;

WHEREAS, the Parties have determined that the best method to accomplish this joint activity is by entering into this Agreement and by having the Dog Control Officer for the City of Forest Park appointed as the Dog Control Officer for the City of Lake City and to have the Animal Control Unit of the City of Forest Park designated as the Animal Control Unit for the City of Lake City, and by designating the Animal Shelter of the Animal Control Unit of Clayton County Police Department as the official Animal Shelter and Dog Pound of the City of Forest Park as well as the City of Lake City;

WHEREAS, the Parties have determined that it is mutually beneficial to the public health, safety, and welfare of the citizens of the City of Forest Park and the City of Lake City to have joint and cooperative dog control services and other animal control services; and

WHEREAS, the parties are desirous of setting forth the rights and responsibilities of the Parties, and the authority of the Parties in their joint cooperation and desire to provide for limited jurisdictional authority as provided in Article 9, Section 3 of the Constitution of the State of Georgia;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties hereunto agree as follows:

SECTION 1: DOG CONTROL OFFICER

The Dog Control Officer appointed by the Governing Body for the City of Forest Park pursuant to Section 11-3-32 of the City of Forest Park Code of Ordinances (hereinafter the "City Code") is hereby appointed and designated as the Dog Control Officer for the City of Lake City, and

shall perform and exercise all duties and responsibilities as the Dog Control Officer for the City of Lake City in accordance with the terms of this Agreement.

SECTION 2: ANIMAL CONTROL UNIT

The Animal Control Unit of the City of Forest Park is hereby designated and appointed as the Animal Control Unit of the City of Lake City.

- A. The Animal Control Officer or Officers employed by the Animal Control Unit of the City of Forest Park are hereby designated and authorized to pick up any stray animal within the City of Lake City, to quarantine any unvaccinated animal that has bitten a person or other animal and to impound any animal at the direction of the City of Lake City police that is needed for evidence or that is suspected of being subjected to cruelty or otherwise in violation of a City ordinance or state law. In addition, the Animal Control Officer or Officers of the City of Forest Park are authorized to put out animal traps and use such other equipment as necessary to carry out the intent and purposes of this Intergovernmental Agreement.
- B. The Animal Shelter operated by the Animal Control Unit of Clayton County Police Department is hereby designated as the animal control shelter and dog pound of the City of Forest Park and the City of Lake City. Furthermore, the standard operating procedures of the Animal Control Unit of Clayton County Police Department and the Animal Control Unit of the City of Forest Park regarding the impoundment, adoption, destruction and collection of fees for animals impounded or otherwise collected in the unincorporated portion of Clayton County or in the City of Forest Park are hereby adopted as the procedures and fees to be used within the City of Lake City.

SECTION 3: ANIMAL CONTROL BOARD

The Animal Control Board of the City of Forest Park is hereby appointed and designated as the Animal Control Board of the City of Lake City and shall exercise all duties and responsibilities as the Animal Control Board for the City of Forest Park and the City of Lake City.

SECTION 4: MUNICIPAL COURT APPEARANCES BY OFF DUTY OFFICERS.

The City of Lake City shall pay a witness fee of \$25.00 for each Municipal Court appearance by an employee of City of Forest Park who appears off duty as a witness for the City of Lake City in the prosecution of the ordinances of the City of Lake City.

SECTION 5: FEE, FINES AND FORFEITURES

The parties agree that all fees, fines and forfeitures collected pursuant to this Agreement by the City of Forest Park shall be paid over to the City of Forest Park to offset some of the costs incurred by Forest Park.

For any dog or cat impounded within the City of Lake City, which is not reclaimed by its owner, the City of Lake City shall reimburse the City of Forest Park (who shall in turn reimburse Clayton County) for any veterinary bills for the animal as well as the following costs: a kennel fee of \$15.00 per day for each day the animal is boarded; and \$50.00 (or the fee actually paid by the County, whichever is lower) to cover the cost of humane disposal if the animal is not picked up or adopted.

In the event that the Animal Control Unit of the City of Forest Park shall be called upon by the City of Lake City to pick up an animal within the City of Lake City, then the City of Lake City shall pay the following pick up costs to the City of Forest Park: during the normal operating hours of the City of Forest Park Animal Control Unit, a pick up fee of \$35.00; outside of the normal operating hours of the City of Forest Park Animal Control Unit, a pick up fee of \$75.00.

In the event that the Animal Control Unit of the City of Forest Park cannot pick up an animal within the City of Lake City, and the City of Forest Park shall request pick up by the Animal Control Unit of Clayton County, the City of Lake City shall pay the following pick up costs to the City of Forest Park, who shall in turn pay said costs to Clayton County: during the Clayton County Animal Control Unit's normal operating hours, a pick up fee of \$35.00; outside of the Clayton County Animal Control Unit's normal operating hours, a pick up fee of \$75.00.

All fees shall be paid within thirty days of invoice by check payable to the City of Forest Park, and mailed or delivered to: City of Forest Parks Department of Finance, Forest Park City Hall, 745 Forest Parkway, Forest Park Georgia 30297.

SECTION 6: POLICE RESPONSE

When requested by the City of Forest Park, the City of Lake City police will respond and assist the City of Forest Park or Clayton County Animal Control in carrying out the intent of this Intergovernmental Agreement. The City of Lake City police shall be responsible for enforcing City of Lake City ordinance violations and any violations of state animal protection laws or other state laws that occur within the city limits of the City of Lake City.

SECTION 7: DURATION

- A. This Agreement become effective immediately upon approval of the Mayor and City Council of City of Forest Park, and the Mayor and City Council of the City of Lake City.
- B. This Agreement shall continue in effect until midnight December 31, 2024, and shall be automatically renewed annually there from, unless terminated pursuant to the provisions contained herein, but for not more than 10 years.
- C. The Mayor and City Council of City of Forest Park, or the Mayor and City Council for the City of Lake City, may terminate this Agreement by resolution properly

adopted and giving thirty days notice from the date of adoption of the resolution and served upon the Mayor of the City, as applicable, and the respective clerks thereof.

SECTION 8: GOVERNING LAW

The parties agree that this Agreement shall be governed and construed in accordance with the laws of the State of Georgia.

SECTION 9: MERGER CLAUSE

The parties agree that the terms of this Agreement include the entire agreement between the Parties and as such shall exclusively bind the Parties. No other representations either oral or written may be used to contradict the terms of this Agreement.

SECTION 10: NO CREATION OF CAUSE OF ACTION

Nothing contained in this Agreement shall be construed as creating a right or cause of action for any participating officers, or any other third party, as against either of the parties hereto, or to Clayton County, or any of their respective officers, agents, employees, insurers or assigns, nor as a right for any such third party to institute or maintain a suit which would not otherwise exist under law as a legal claim against any of them.

SECTION 11: WAIVER

A waiver by any Party of any breach of any provision, term, covenant, or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant or condition.

SECTION 12: SEVERABILITY

The Parties agree that each of the provisions included in this Agreement is separate, distinct and severable from the other and remaining provisions of this Agreement, and that the invalidity or unenforceability of any Agreement provision shall not affect the validity or enforceability of any other provisions of this Agreement.

SECTION 13: CERTIFICATION BY EACH PARTICIPATING PARTY

Each of the persons signing this Agreement herein certifies that he or she has executed this Agreement only after said Agreement has been approved by the governing body of the Party. Each such person also certifies that he or she is authorized to bind his or her respective government to this Agreement.

IN WITNESS WHEREOF, the Parties have signed their names and affixed their seals to this Agreement, this ____ day _____ 2023.

CITY OF FOREST PARK

Mayor

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

CITY OF LAKE CITY

Mayor

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney