

**2022 INTERGOVERNMENTAL AGREEMENT BETWEEN  
WALTON COUNTY, GEORGIA AND THE CITY OF JERSEY  
REGARDING THE PROVISION OF CODE ENFORCEMENT AND  
MUNICIPAL COURT SERVICES**

This Intergovernmental Agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2022 (the "Effective Date"), by and between **WALTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, by and through the duly authorized governing authority of Walton County, Georgia (hereinafter referred to as "Walton County"), and the **CITY OF JERSEY**, a duly incorporated Georgia municipality situated in Walton County, by and through the duly authorized governing authority of the City of Jersey (hereinafter referred to as "Jersey").

**WHEREAS**, Walton County provides code enforcement services within the unincorporated areas of Walton County, Georgia;

**WHEREAS**, Jersey desires that Walton County provide code enforcement services within the city limits of Jersey pursuant to the terms of this Agreement;

**WHEREAS**, in connection with the provision of said code enforcement services, Jersey desires that Walton County furnish, and Walton County desires to furnish, municipal court services through the officers, employees and facilities of the Magistrate Court of Walton County pursuant to O.C.G.A. § 15-10-150, et seq.;

**NOW, THEREFORE**, Walton County and Jersey, in exchange of good and adequate consideration, the receipt of which is hereby acknowledged by the parties, which includes the mutual benefits to be received by the citizens of each local government, do hereby agree that Walton County shall provide code enforcement and municipal court services as follows:

1. **Code Enforcement Services.** Walton County shall provide the same level of code enforcement services within the city limits of Jersey that it provides in unincorporated Walton County. As a condition precedent to Walton County providing such code enforcement services, Jersey shall adopt an ordinance incorporating the provisions of the Walton County Land Development Ordinance and Subdivision Regulations as it exists on the Effective Date (hereinafter referred to as the "Land Development Ordinance") and shall promptly amend such ordinance whenever necessary to maintain consistency between Jersey's Land Development Ordinance and Walton County's Land Development Ordinance.

2. **Municipal Court Services.** For purposes of uniformly enforcing the Land Development Ordinance and prosecuting violations thereof, Walton County shall furnish municipal court services to Jersey through the officers, employees and facilities of the Magistrate Court of Walton County pursuant to O.C.G.A. § 15-10-150, et seq. As such, any citations issued for a violation of the Animal Control Ordinance within the city limits of Jersey situated in Walton County shall be subject to the jurisdiction of the Magistrate Court of Walton County, acting as the Municipal Court of Jersey.

3. **Compensation.** Any fines imposed for a violation of the Land Development Ordinance within the city limits of Jersey shall be payable to the general fund of Walton County as compensation for services rendered pursuant to this Agreement.

4. **Authority.** Jersey certifies that it has reviewed its charter prior to entering into this Agreement with Walton County and affirms by the execution of this Agreement that there is no prohibition, expressed or implied, in its charter that prevents Jersey from entering into this Agreement and performing in accordance with the terms set forth herein.

5. **Term and Termination.** The initial term of this Agreement shall commence on \_\_\_\_\_, 2022 and end on \_\_\_\_\_, 2023, unless terminated earlier pursuant to this Agreement. Thereafter, the term of this Agreement shall automatically renew for successive one (1) year terms unless one party provides written notice to the other party at least ninety (90) days in advance of the end of the then existing term that it does not wish to renew the term of the Agreement. Either party may terminate this Agreement at any time upon ninety (90) days prior written notice to the other party. Notwithstanding anything herein to the contrary, this Agreement shall automatically terminate, without further action by either party, when Mike Burke ceases to serve as Walton County Chief Magistrate Judge. Furthermore, Mike Burke may at any time and for any reason withdraw his approval of this Agreement upon ninety (90) days prior written notice to the parties hereto and, in such event, this Agreement shall terminate and be of no further force or effect.

6. **Entire Agreement.** This Agreement incorporates all prior negotiations, interpretations and understandings between the parties and is the full and complete expression of their agreement. This Agreement supersedes all prior or contemporaneous negotiations, commitments, agreements (written or oral) and writings between the parties with respect to the subject matter hereof. All such other negotiations, commitments, agreements and writings shall have no further force or effect, and the parties to any such other negotiation, commitment, agreement or writing will have no further rights or obligations thereunder.

7. **Modifications.** Any change, alteration, deletion, or addition to the terms set forth in this Agreement must be in the form of a written modification signed by both parties.

8. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first hereinabove written.

**WALTON COUNTY:**

WALTON COUNTY, GEORGIA

By: \_\_\_\_\_  
David G. Thompson  
Chairman

Attest: \_\_\_\_\_  
Name: Rhonda Hawk  
Title: County Clerk

[SEAL]

**JERSEY:**

CITY OF JERSEY

By: \_\_\_\_\_  
Randy Carithers  
Mayor

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SEAL]

Pursuant to O.C.G.A. § 15-10-151, the undersigned, being the Walton County Chief Magistrate Judge as of the date hereof, does hereby approve this Agreement:

\_\_\_\_\_  
Mike Burke, Walton County Chief Magistrate Judge