



SERVICE DELIVERY STRATEGY

FORM 1

COUNTY: **PIKE**

I. GENERAL INSTRUCTIONS:

1. **FORM 1 is required for ALL SDS submittals.** Only one set of these forms should be submitted per county. The completed forms shall clearly present the collective agreement reached by all cities and counties that were party to the service delivery strategy.
2. List each local government and/or authority that provides services included in the service delivery strategy in Section II below.
3. List all services provided or primarily funded by each general purpose local government and/or authority within the county that are continuing *without change* in Section III, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.)

<p>OPTION A <i>Revising or Adding to the SDS</i></p>	<p>OPTION B <i>Extending the Existing SDS</i></p>
<ol style="list-style-type: none"> 4. List all services provided or primarily funded by each general purpose local government and authority within the county which are revised or added to the SDS in Section IV, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.) 5. For each service or service component listed in Section IV, complete a separate, updated <i>Summary of Service Delivery Arrangements</i> form (FORM 2). 6. Complete one copy of the <i>Certifications</i> form (FORM 4) and have it signed by the authorized representatives of participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 4).] 	<ol style="list-style-type: none"> 4. In Section IV type, "NONE." 5. Complete one copy of the <i>Certifications for Extension of Existing SDS</i> form (FORM 5) and have it signed by the authorized representatives of the participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 5).] 6. Proceed to step 7, below. <div data-bbox="820 1207 1502 1438" style="background-color: #4a7c9c; color: white; padding: 5px; margin-top: 10px;"> <p><i>For answers to most frequently asked questions on Georgia's Service Delivery Act, links and helpful publications, visit DCA's website at http://www.dca.ga.gov/development/PlanningQualityGrowth/programs/servicedelivery.asp, or call the Office of Planning and Quality Growth at (404) 679-5279.</i></p> </div>

7. If any of the conditions described in the existing *Summary of Land Use Agreements* form (FORM 3) have changed or if it has been ten (10) or more years since the most recent FORM 3 was filed, update and include FORM 3 with the submittal.
8. Provide the completed forms and any attachments to your regional commission. The regional commission will upload digital copies of the SDS documents to the Department's password-protected web-server.

NOTE: ANY FUTURE CHANGES TO THE SERVICE DELIVERY ARRANGEMENTS DESCRIBED ON THESE FORMS WILL REQUIRE AN UPDATE OF THE SERVICE DELIVERY STRATEGY AND SUBMITTAL OF REVISED FORMS AND ATTACHMENTS TO THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS UNDER THE "OPTION A" PROCESS DESCRIBED, ABOVE.

II. LOCAL GOVERNMENTS INCLUDED IN THE SERVICE DELIVERY STRATEGY:

In this section, list all local governments (including cities located partially within the county) and authorities that provide services included in the service delivery strategy.

Pike County, City of Zebulon, City of Concord, City of Meansville, City of Molena, City of Williamson, Pike County Water & Sewerage Authority, Pike County Parks & Recreation Authority, Pike County Industrial Development Authority, Zebulon Downtown Development Authority.

III. SERVICES INCLUDED IN THE EXISTING SERVICE DELIVERY STRATEGY THAT ARE BEING EXTENDED WITHOUT CHANGE:

In this section, list each service or service component already included in the existing SDS which will continue as previously agreed with no need for modification.

Ambulance, Beer & Wine Licenses, Business Licenses, Coroner Services, Downtown Development, E-911, Elections- Mayoral/Council, Elections -other, Emergency Management, Extension Services, Industrial Development, Jail, Juvenile Court, Law Enforcement, Library, Magistrate, Parks & Recreation, Public Works, Probate Court, Public Health, Senior Center, Social Services, Solid Waste, Superior Court, Tax Assessor, Voter Registration, Sewerage Collection.

IV. SERVICES THAT ARE BEING REVISED OR ADDED IN THIS SUBMITTAL:

In this section, list each new service or new service component which is being added and each service or service component which is being revised in this submittal. For each item listed here, a separate Summary of Service Delivery Arrangements form (FORM 2) must be completed.

Animal Control, Building Inspections, Code Enforcement, Fire Protection, Indigent Defense, Planning & Zoning, Public Works, Traffic/Municipal Court, Water Supply & Distribution.



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:PIKE

Service:Animal Control

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Pike County**
- b.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- e.) Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes** (if "Yes," you must attach additional documentation as described, below)
- No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Pike County	General Fund, User Fees, Fines, Intergovernmental Agreements

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Pike County will provide Animal Control Services to Concord, Meansville, Molena, Zebulon, and Williamson via intergovernmental agreements with each municipality.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Intergovernmental Agreement	City of Concord & Pike County	9/13/2017
Intergovernmental Agreement	City of Meansville & Pike County	9/13/2017
Intergovernmental Agreement	City of Molena & Pike County	9/13/2017
Intergovernmental Agreement	City of Williamson & Pike County	9/13/2017
Intergovernmental Agreement	City of Zebulon & Pike County	9/13/2017

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **John Hanson, County Manager**
 Phone number: **770-567-3406** Date completed: 09/15/2017

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

STATE OF GEORGIA

COUNTY OF PIKE

2017 INTERGOVERNMENTAL AGREEMENT BETWEEN PIKE COUNTY, GEORGIA, AND THE CITY OF CONCORD, GEORGIA, REGARDING THE PROVISION OF ANIMAL CONTROL SERVICES PROVIDED BY THE COUNTY WITHIN THE CITY LIMITS OF CONCORD.

This Intergovernmental Agreement is entered this the 13th day of September, 2017 by and between **Pike County, Georgia**, a political subdivision of the State of Georgia, by and through the duly authorized governing authority of Pike County, Georgia, (hereinafter referred to as "Pike County"), and the **City of Concord**, a duly incorporated Georgia municipality wholly situated in Pike County, by and through the duly authorized governing authority of the City of Concord (hereinafter referred to as "Concord").

WHEREAS, Pike County provides specific animal control services within Pike County, Georgia, primarily in an effort to provide the services required of local governments related to the enforcement of regulations for dangerous and vicious dogs and inoculations; and,

WHEREAS, Concord does not provide any animal control services within the city limits of Concord;

WHEREAS, Pike County and Concord desire to avoid the duplication of animal control services as currently provided by Pike County;

WHEREAS, pursuant to the mutual cooperation as intended by H.B. 489 and as required by the applicable regulations related to "Service Delivery Strategy" between local governments, Pike County and Concord intend to specify and detail through this

Intergovernmental Agreement for the provision of animal control services to be provided by Pike County within the city limits of Concord;

NOW, THEREFORE, Pike County and the City of Concord, 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 Pike County shall provide animal control services within the city limits of Concord as follows:

1.

DOG OFFICIAL/OFFICER

Concord hereby appoints and designates the Pike County Dog Official/Officer as the Dog Official/Officer for the City of Concord.

2.

BASE ANIMAL CONTROL SERVICES PROVIDED BY PIKE COUNTY

The “base” services for animal control provided by Pike County is the enforcement of the provisions of the Pike County Animal Control Ordinance as amended, which is codified at Chapter 91 of the Code of Pike County, Georgia. As stated in Chapter 91 of the County Code, the purpose of the County’s Animal Control Ordinance is *“to preserve and promote the public health, safety and welfare of the citizens of Pike County through: (A) Complying with current State regulations concerning dangerous and vicious dogs; (B) Complying with current State regulations requiring the inoculation of dogs and cats against rabies; and (C) Establishing local regulations to reduce the number of animal nuisance incidents within the County.”* See §91.02 of the Code of Pike County.

3.

NECESSITY TO EXTEND APPLICABILITY OF ENFORCEMENT OF PIKE
COUNTY ORDINANCE TO CITY OF CONCORD

§91.03 of the Code of Pike County provides that the regulations of the Pike County Animal Control Ordinance *“shall apply and govern in all zoning districts in unincorporated Pike County.”* Accordingly, Pike County and Concord pursuant to this agreement agree to extend the applicability of the Pike County Animal Control Ordinance to include the city limits of Concord.

4.

ADOPTION OF THE PIKE COUNTY ANIMAL CONTROL ORDINANCE

To avoid any ambiguity, it shall be required for the purposes of the execution of this agreement that the City of Concord has adopted the Pike County Animal Control Ordinance, after a duly publicized meeting and with the requisite action taken by the Mayor and Council, whereby Concord consents to the enforcement by Pike County of the provisions of the Pike County Animal Control within the city limits of Concord.

5.

PROSECUTION OF VIOLATIONS THAT OCCUR IN THE CITY OF CONCORD

Pike County and Concord agree that violations of the Animal Control Ordinance, as adopted pursuant to paragraph 4 above, shall be prosecuted in accordance with §91.19 of the Code of Pike County. Specifically, and for the specific purposes of establishing jurisdiction and venue, the City of Concord specifically agrees for the prosecution of violations of the Animal Control Ordinance to be prosecuted before the Magistrate Court of Pike County, Georgia.

The parties acknowledge that counties and municipalities are authorized to contract concerning municipal court services pursuant to OCGA §15-10-151; and, that any such contract shall not become effective until it is approved by the Chief Magistrate of Pike County pursuant to OCGA §15-10-151.

Accordingly, it shall be considered that this Intergovernmental Agreement, related to the prosecution of violations of the Animal Control Ordinance that occur in the city limits of Concord, as contemplated herein, is intended to constitute a contract for Concord Municipal Court Services by the Pike County Magistrate Court to and for the sole purpose of handling the prosecution of animal control violations pursuant to this Agreement that occur in the city limits of Concord pursuant to the specific authority granted Local Governments pursuant to OCGA §15-10-150. This Agreement, therefore, requires the approval of the Chief Magistrate of Pike County prior to becoming effective pursuant to OCGA §15-10-151 as stated above.

6.

NO ADDITIONAL EXPENSE FOR BASE ANIMAL CONTROL SERVICES

There shall be no additional expense imposed upon Concord by Pike County for the provision of the “base” animal control services set forth herein; other than the fees/costs specifically set forth in the Animal Control Ordinance.

7

ANIMAL CONTROL SERVICES AT A HIGHER LEVEL OF SERVICE

The parties agree that if the level of animal control services desired by Concord exceeds the “base” animal control services specified herein, then additional fees/consideration may be required from Concord related to the higher level of animal

control services so desired. Moreover, any such additional fees/consideration for a higher level of animal control service(s) shall be specifically set forth in writing by separate addendum to this Agreement and/or by a separate contract between the parties.

8.

CERTIFICATION OF AUTHORITY TO ENTER INTO THIS AGREEMENT

Pike County and Concord certify that each local government has the authority to enter into this agreement and perform in accordance terms set forth herein pursuant to OCGA §15-10-150. Moreover, Concord further certifies that it has reviewed the City's Charter prior to entering into this agreement with Pike County and affirms by the execution of this agreement that there is no prohibition, expressed or implied, in the City's Charter that prevents Concord from entering into this agreement and performing in accordance with the terms set forth herein.

9.

MISCELLANEOUS PROVISIONS

Term and Termination. This Intergovernmental Agreement shall be for a period not to exceed the current term of Chief Magistrate of Pike County, Georgia. Specifically, OCGA §15-10-151 prohibits this type of Agreement from extending beyond the term of the inagistrate in office at the time the contract is entered. Accordingly, this Agreement shall not extend past the current term of the Chief Magistrate of Pike County, Georgia, which shall end on December 31, 2020. However, either party may terminate this agreement by providing the other party with written notice of termination, which shall be no less than sixty (60) days prior to the termination date.

Assignment. Neither party hereto shall, without written consent of the other, assign or transfer this agreement or any rights or obligations hereunder.

Modifications. The terms of this agreement shall not be altered, amended, or modified except in writing by the mutual consent of the parties.

Construction under Georgia Law. This Agreement shall be construed under the laws of the State of Georgia.

Notice. Any notice or communication hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, either first class, registered or certified, and addressed as follows:

As to Pike County:

Attn: County Manager
Pike County, Georgia
P.O. Box 377
Zebulon, Georgia 30295

As to City of Concord:

City of Concord
PO Box 175
Concord, GA 30206

Counterparts. This agreement may be simultaneously executed in any number of counterparts, with each counterpart considered to be an original.

Severability. If any one or more of the terms, provisions, promises, covenants or conditions of this agreement or the application thereof to any person or circumstances, shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by any court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this agreement shall not be affected thereby and shall be deemed valid and enforceable to the fullest extent permitted by law.

Headings. The captions and headings used throughout this agreement are for convenience or reference only, and the words contained therein shall not be deemed to affect the meaning of any provision of the scope or content of this agreement, nor in any way affect this agreement.

IN WITNESS WHEREOF, the parties hereto, by authorization of their respective Board and Council, pursuant to duly convened open meetings with copies of this Agreement spread upon the minutes of the respective parties, do hereby affix the hand and seal of their respective designees, this the day and year as set forth above as follows:

SO EXECUTED BY:

Pike County, Georgia

City of Concord

By: J. Brian Johnson
Chairman J. Brian Johnson

By: John Strickland
Mayor John Strickland

Attest: Jo Ann Whye
County Clerk

Attest: Marion Casney
City Clerk

(SEAL)

(SEAL)

CERTIFICATION AND APPROVAL BY CHIEF MAGISTRATE
PURSUANT TO OCGA §15-10-151

In accordance with the provisions of OCGA §15-10-150 et seq., I certify that I have reviewed this Intergovernmental Agreement between Pike County Georgia and the City of Concord. Moreover, I find that the parties are authorized to enter into this Agreement pursuant to OCGA §15-10-150 and that the term of this Agreement is limited in accordance with the provisions of OCGA §15-10-151. Based on my review of this Agreement including the certifications expressed by parties regarding their authority to enter into this Agreement and perform pursuant to the terms set forth herein, I hereby APPROVE this Intergovernmental Agreement.

So Certified and Approved this the _____ day of _____,

2017 by:

Honorable Marcia Callaway-Ingram
Chief Magistrate
Pike County Georgia

STATE OF GEORGIA

COUNTY OF PIKE

2017 INTERGOVERNMENTAL AGREEMENT BETWEEN PIKE COUNTY, GEORGIA, AND THE CITY OF MEANSVILLE, GEORGIA, REGARDING THE PROVISION OF ANIMAL CONTROL SERVICES PROVIDED BY THE COUNTY WITHIN THE CITY LIMITS OF MEANSVILLE.

This Intergovernmental Agreement is entered this the 13th day of September, 2017 by and between **Pike County, Georgia**, a political subdivision of the State of Georgia, by and through the duly authorized governing authority of Pike County, Georgia, (hereinafter referred to as “Pike County”), and the **City of Meansville**, a duly incorporated Georgia municipality wholly situated in Pike County, by and through the duly authorized governing authority of the City of Meansville (hereinafter referred to as “Meansville”).

WHEREAS, Pike County provides specific animal control services within Pike County, Georgia, primarily in an effort to provide the services required of local governments related to the enforcement of regulations for dangerous and vicious dogs and inoculations; and,

WHEREAS, Meansville does not provide any animal control services within the city limits of Meansville;

WHEREAS, Pike County and Meansville desire to avoid the duplication of animal control services as currently provided by Pike County;

WHEREAS, pursuant to the mutual cooperation as intended by H.B. 489 and as required by the applicable regulations related to “Service Delivery Strategy” between local governments, Pike County and Meansville intend to specify and detail through this

Intergovernmental Agreement for the provision of animal control services to be provided by Pike County within the city limits of Meansville;

NOW, THEREFORE, Pike County and the City of Meansville, 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 Pike County shall provide animal control services within the city limits of Meansville as follows:

1.

DOG OFFICIAL/OFFICER

Meansville hereby appoints and designates the Pike County Dog Official/Officer as the Dog Official/Officer for the City of Meansville.

2.

BASE ANIMAL CONTROL SERVICES PROVIDED BY PIKE COUNTY

The “base” services for animal control provided by Pike County is the enforcement of the provisions of the Pike County Animal Control Ordinance as amended, which is codified at Chapter 91 of the Code of Pike County, Georgia. As stated in Chapter 91 of the County Code, the purpose of the County’s Animal Control Ordinance is *“to preserve and promote the public health, safety and welfare of the citizens of Pike County through: (A) Complying with current State regulations concerning dangerous and vicious dogs; (B) Complying with current State regulations requiring the inoculation of dogs and cats against rabies; and (C) Establishing local regulations to reduce the number of animal nuisance incidents within the County.”* See §91.02 of the Code of Pike County.

3.

NECESSITY TO EXTEND APPLICABILITY OF ENFORCEMENT OF PIKE
COUNTY ORDINANCE TO CITY OF MEANSVILLE

§91.03 of the Code of Pike County provides that the regulations of the Pike County Animal Control Ordinance *“shall apply and govern in all zoning districts in unincorporated Pike County.”* Accordingly, Pike County and Meansville pursuant to this agreement agree to extend the applicability of the Pike County Animal Control Ordinance to include the city limits of Meansville.

4.

ADOPTION OF THE PIKE COUNTY ANIMAL CONTROL ORDINANCE

To avoid any ambiguity, it shall be required for the purposes of the execution of this agreement that the City of Meansville has adopted the Pike County Animal Control Ordinance, after a duly publicized meeting and with the requisite action taken by the Mayor and Council, whereby Meansville consents to the enforcement by Pike County of the provisions of the Pike County Animal Control within the city limits of Meansville.

5.

PROSECUTION OF VIOLATIONS THAT OCCUR IN THE CITY OF MEANSVILLE

Pike County and Meansville agree that violations of the Animal Control Ordinance, as adopted pursuant to paragraph 4 above, shall be prosecuted in accordance with §91.19 of the Code of Pike County. Specifically, and for the specific purposes of establishing jurisdiction and venue, the City of Meansville specifically agrees for the prosecution of violations of the Animal Control Ordinance to be prosecuted before the Magistrate Court of Pike County, Georgia.

The parties acknowledge that counties and municipalities are authorized to contract concerning municipal court services pursuant to OCGA §15-10-151; and, that any such contract shall not become effective until it is approved by the Chief Magistrate of Pike County pursuant to OCGA §15-10-151.

Accordingly, it shall be considered that this Intergovernmental Agreement, related to the prosecution of violations of the Animal Control Ordinance that occur in the city limits of Meansville, as contemplated herein, is intended to constitute a contract for Meansville Municipal Court Services by the Pike County Magistrate Court to and for the sole purpose of handling the prosecution of animal control violations pursuant to this Agreement that occur in the city limits of Meansville pursuant to the specific authority granted Local Governments pursuant to OCGA §15-10-150. This Agreement, therefore, requires the approval of the Chief Magistrate of Pike County prior to becoming effective pursuant to OCGA §15-10-151 as stated above.

6.

NO ADDITIONAL EXPENSE FOR BASE ANIMAL CONTROL SERVICES

There shall be no additional expense imposed upon Meansville by Pike County for the provision of the “base” animal control services set forth herein; other than the fees/costs specifically set forth in the Animal Control Ordinance.

7

ANIMAL CONTROL SERVICES AT A HIGHER LEVEL OF SERVICE

The parties agree that if the level of animal control services desired by Meansville exceeds the “base” animal control services specified herein, then additional fees/consideration may be required from Meansville related to the higher level of animal

control services so desired. Moreover, any such additional fees/consideration for a higher level of animal control service(s) shall be specifically set forth in writing by separate addendum to this Agreement and/or by a separate contract between the parties.

8.

CERTIFICATION OF AUTHORITY TO ENTER INTO THIS AGREEMENT

Pike County and Meansville certify that each local government has the authority to enter into this agreement and perform in accordance terms set forth herein pursuant to OCGA §15-10-150. Moreover, Meansville further certifies that it has reviewed the City's Charter prior to entering into this agreement with Pike County and affirms by the execution of this agreement that there is no prohibition, expressed or implied, in the City's Charter that prevents Meansville from entering into this agreement and performing in accordance with the terms set forth herein.

9.

MISCELLANEOUS PROVISIONS

Term and Termination. This Intergovernmental Agreement shall be for a period not to exceed the current term of Chief Magistrate of Pike County, Georgia. Specifically, OCGA §15-10-151 prohibits this type of Agreement from extending beyond the term of the magistrate in office at the time the contract is entered. Accordingly, this Agreement shall not extend past the current term of the Chief Magistrate of Pike County, Georgia, which shall end on December 31, 2020. However, either party may terminate this agreement by providing the other party with written notice of termination, which shall be no less than sixty (60) days prior to the termination date.

Assignment. Neither party hereto shall, without written consent of the other, assign or transfer this agreement or any rights or obligations hereunder.

Modifications. The terms of this agreement shall not be altered, amended, or modified except in writing by the mutual consent of the parties.

Construction under Georgia Law. This Agreement shall be construed under the laws of the State of Georgia.

Notice. Any notice or communication hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, either first class, registered or certified, and addressed as follows:

As to Pike County:

Attn: County Manager
Pike County, Georgia
P.O. Box 377
Zebulon, Georgia 30295

As to City of Meansville:

City of Meansville
PO Box 266
Meansville, GA 30256

Counterparts. This agreement may be simultaneously executed in any number of counterparts, with each counterpart considered to be an original.

Severability. If any one or more of the terms, provisions, promises, covenants or conditions of this agreement or the application thereof to any person or circumstances, shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by any court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this agreement shall not be affected thereby and shall be deemed valid and enforceable to the fullest extent permitted by law.

Headings. The captions and headings used throughout this agreement are for convenience or reference only, and the words contained therein shall not be deemed to affect the meaning of any provision of the scope or content of this agreement, nor in any way affect this agreement.

IN WITNESS WHEREOF, the parties hereto, by authorization of their respective Board and Council, pursuant to duly convened open meetings with copies of this Agreement spread upon the minutes of the respective parties, do hereby affix the hand and seal of their respective designees, this the day and year as set forth above as follows:

SO EXECUTED BY:

Pike County, Georgia

City of Meansville

By: J. Brian Johnson
Chairman J. Brian Johnson

By: Sandy Rutshell
Mayor of City of Meansville

Attest: J. Owen Whye
County Clerk

Attest: Thomas H. Martin
City Clerk attorney

(SEAL)

(SEAL)

CERTIFICATION AND APPROVAL BY CHIEF MAGISTRATE
PURSUANT TO OCGA §15-10-151

In accordance with the provisions of OCGA §15-10-150 et seq., I certify that I have reviewed this Intergovernmental Agreement between Pike County Georgia and the City of Meansville. Moreover, I find that the parties are authorized to enter into this Agreement pursuant to OCGA §15-10-150 and that the term of this Agreement is limited in accordance with the provisions of OCGA §15-10-151. Based on my review of this Agreement including the certifications expressed by parties regarding their authority to enter into this Agreement and perform pursuant to the terms set forth herein, I hereby APPROVE this Intergovernmental Agreement.

So Certified and Approved this the _____ day of _____,

2017 by:

Honorable Marcia Callaway-Ingram
Chief Magistrate
Pike County Georgia

STATE OF GEORGIA

COUNTY OF PIKE

2017 INTERGOVERNMENTAL AGREEMENT BETWEEN PIKE COUNTY, GEORGIA, AND THE CITY OF MOLENA, GEORGIA, REGARDING THE PROVISION OF ANIMAL CONTROL SERVICES PROVIDED BY THE COUNTY WITHIN THE CITY LIMITS OF MOLENA.

This Intergovernmental Agreement is entered this the 13th day of September, 2017 by and between **Pike County, Georgia**, a political subdivision of the State of Georgia, by and through the duly authorized governing authority of Pike County, Georgia, (hereinafter referred to as "Pike County"), and the **City of Molena**, a duly incorporated Georgia municipality wholly situated in Pike County, by and through the duly authorized governing authority of the City of Molena (hereinafter referred to as "Molena").

WHEREAS, Pike County provides specific animal control services within Pike County, Georgia, primarily in an effort to provide the services required of local governments related to the enforcement of regulations for dangerous and vicious dogs and inoculations; and,

WHEREAS, Molena does not provide any animal control services within the city limits of Molena;

WHEREAS, Pike County and Molena desire to avoid the duplication of animal control services as currently provided by Pike County;

WHEREAS, pursuant to the mutual cooperation as intended by H.B. 489 and as required by the applicable regulations related to "Service Delivery Strategy" between local governments, Pike County and Molena intend to specify and detail through this

Intergovernmental Agreement for the provision of animal control services to be provided by Pike County within the city limits of Molena;

NOW, THEREFORE, Pike County and the City of Molena, 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 Pike County shall provide animal control services within the city limits of Molena as follows:

1.

DOG OFFICIAL/OFFICER

Molena hereby appoints and designates the Pike County Dog Official/Officer as the Dog Official/Officer for the City of Molena.

2.

BASE ANIMAL CONTROL SERVICES PROVIDED BY PIKE COUNTY

The “base” services for animal control provided by Pike County is the enforcement of the provisions of the Pike County Animal Control Ordinance as amended, which is codified at Chapter 91 of the Code of Pike County, Georgia. As stated in Chapter 91 of the County Code, the purpose of the County’s Animal Control Ordinance is *“to preserve and promote the public health, safety and welfare of the citizens of Pike County through: (A) Complying with current State regulations concerning dangerous and vicious dogs; (B) Complying with current State regulations requiring the inoculation of dogs and cats against rabies; and (C) Establishing local regulations to reduce the number of animal nuisance incidents within the County.”* See §91.02 of the Code of Pike County.

3.

NECESSITY TO EXTEND APPLICABILITY OF ENFORCEMENT OF PIKE
COUNTY ORDINANCE TO CITY OF MOLENA

§91.03 of the Code of Pike County provides that the regulations of the Pike County Animal Control Ordinance *“shall apply and govern in all zoning districts in unincorporated Pike County.”* Accordingly, Pike County and Molena pursuant to this agreement agree to extend the applicability of the Pike County Animal Control Ordinance to include the city limits of Molena.

4.

ADOPTION OF THE PIKE COUNTY ANIMAL CONTROL ORDINANCE

To avoid any ambiguity, it shall be required for the purposes of the execution of this agreement that the City of Molena has adopted the Pike County Animal Control Ordinance, after a duly publicized meeting and with the requisite action taken by the Mayor and Council, whereby Molena consents to the enforcement by Pike County of the provisions of the Pike County Animal Control within the city limits of Molena.

5.

PROSECUTION OF VIOLATIONS THAT OCCUR IN THE CITY OF MOLENA

Pike County and Molena agree that violations of the Animal Control Ordinance, as adopted pursuant to paragraph 4 above, shall be prosecuted in accordance with §91.19 of the Code of Pike County. Specifically, and for the specific purposes of establishing jurisdiction and venue, the City of Molena specifically agrees for the prosecution of violations of the Animal Control Ordinance to be prosecuted before the Magistrate Court of Pike County, Georgia.

The parties acknowledge that counties and municipalities are authorized to contract concerning municipal court services pursuant to OCGA §15-10-151; and, that any such contract shall not become effective until it is approved by the Chief Magistrate of Pike County pursuant to OCGA §15-10-151.

Accordingly, it shall be considered that this Intergovernmental Agreement, related to the prosecution of violations of the Animal Control Ordinance that occur in the city limits of Molena, as contemplated herein, is intended to constitute a contract for Molena Municipal Court Services by the Pike County Magistrate Court to and for the sole purpose of handling the prosecution of animal control violations pursuant to this Agreement that occur in the city limits of Molena pursuant to the specific authority granted Local Governments pursuant to OCGA §15-10-150. This Agreement, therefore, requires the approval of the Chief Magistrate of Pike County prior to becoming effective pursuant to OCGA §15-10-151 as stated above.

6.

NO ADDITIONAL EXPENSE FOR BASE ANIMAL CONTROL SERVICES

There shall be no additional expense imposed upon Molena by Pike County for the provision of the “base” animal control services set forth herein; other than the fees/costs specifically set forth in the Animal Control Ordinance.

7

ANIMAL CONTROL SERVICES AT A HIGHER LEVEL OF SERVICE

The parties agree that if the level of animal control services desired by Molena exceeds the “base” animal control services specified herein, then additional fees/consideration may be required from Molena related to the higher level of animal

control services so desired. Moreover, any such additional fees/consideration for a higher level of animal control service(s) shall be specifically set forth in writing by separate addendum to this Agreement and/or by a separate contract between the parties.

8.

CERTIFICATION OF AUTHORITY TO ENTER INTO THIS AGREEMENT

Pike County and Molena certify that each local government has the authority to enter into this agreement and perform in accordance terms set forth herein pursuant to OCGA §15-10-150. Moreover, Molena further certifies that it has reviewed the City's Charter prior to entering into this agreement with Pike County and affirms by the execution of this agreement that there is no prohibition, expressed or implied, in the City's Charter that prevents Molena from entering into this agreement and performing in accordance with the terms set forth herein.

9.

MISCELLANEOUS PROVISIONS

Term and Termination. This Intergovernmental Agreement shall be for a period not to exceed the current term of Chief Magistrate of Pike County, Georgia. Specifically, OCGA §15-10-151 prohibits this type of Agreement from extending beyond the term of the magistrate in office at the time the contract is entered. Accordingly, this Agreement shall not extend past the current term of the Chief Magistrate of Pike County, Georgia, which shall end on December 31, 2020. However, either party may terminate this agreement by providing the other party with written notice of termination, which shall be no less than sixty (60) days prior to the termination date.

Assignment. Neither party hereto shall, without written consent of the other, assign or transfer this agreement or any rights or obligations hereunder.

Modifications. The terms of this agreement shall not be altered, amended, or modified except in writing by the mutual consent of the parties.

Construction under Georgia Law. This Agreement shall be construed under the laws of the State of Georgia.

Notice. Any notice or communication hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, either first class, registered or certified, and addressed as follows:

As to Pike County:

Attn: County Manager
Pike County, Georgia
P.O. Box 377
Zebulon, Georgia 30295

As to City of Molena:

City of Molena
PO Box 247
Molena, GA 30258

Counterparts. This agreement may be simultaneously executed in any number of counterparts, with each counterpart considered to be an original.

Severability. If any one or more of the terms, provisions, promises, covenants or conditions of this agreement or the application thereof to any person or circumstances, shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by any court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this agreement shall not be affected thereby and shall be deemed valid and enforceable to the fullest extent permitted by law.

Headings. The captions and headings used throughout this agreement are for convenience or reference only, and the words contained therein shall not be deemed to affect the meaning of any provision of the scope or content of this agreement, nor in any way affect this agreement.

IN WITNESS WHEREOF, the parties hereto, by authorization of their respective Board and Council, pursuant to duly convened open meetings with copies of this Agreement spread upon the minutes of the respective parties, do hereby affix the hand and seal of their respective designees, this the day and year as set forth above as follows:

SO EXECUTED BY:

Pike County, Georgia

City of Molena

By: J. Brian Johnson
Chairman J. Brian Johnson

By: Jennifer Higgins
Mayor of City of Molena

Attest: John Wayne
County Clerk

Attest: Craig R. Davis
City Clerk

(SEAL)

(SEAL)

CERTIFICATION AND APPROVAL BY CHIEF MAGISTRATE

PURSUANT TO OCGA §15-10-151

In accordance with the provisions of OCGA §15-10-150 et seq., I certify that I have reviewed this Intergovernmental Agreement between Pike County Georgia and the City of Molena. Moreover, I find that the parties are authorized to enter into this Agreement pursuant to OCGA §15-10-150 and that the term of this Agreement is limited in accordance with the provisions of OCGA §15-10-151. Based on my review of this Agreement including the certifications expressed by parties regarding their authority to enter into this Agreement and perform pursuant to the terms set forth herein, I hereby APPROVE this Intergovernmental Agreement.

So Certified and Approved this the _____ day of _____,

2017 by:

Honorable Marcia Callaway-Ingram
Chief Magistrate
Pike County Georgia

STATE OF GEORGIA

COUNTY OF PIKE

2017 INTERGOVERNMENTAL AGREEMENT BETWEEN PIKE COUNTY, GEORGIA, AND THE CITY OF WILLIAMSON, GEORGIA, REGARDING THE PROVISION OF ANIMAL CONTROL SERVICES PROVIDED BY THE COUNTY WITHIN THE CITY LIMITS OF WILLIAMSON.

This Intergovernmental Agreement is entered this the 13th day of September, 20 17 by and between **Pike County, Georgia**, a political subdivision of the State of Georgia, by and through the duly authorized governing authority of Pike County, Georgia, (hereinafter referred to as “Pike County”), and the **City of Williamson**, a duly incorporated Georgia municipality wholly situated in Pike County, by and through the duly authorized governing authority of the City of Williamson (hereinafter referred to as “Williamson”).

WHEREAS, Pike County provides specific animal control services within Pike County, Georgia, primarily in an effort to provide the services required of local governments related to the enforcement of regulations for dangerous and vicious dogs and inoculations; and,

WHEREAS, Williamson does not provide any animal control services within the city limits of Williamson;

WHEREAS, Pike County and Williamson desire to avoid the duplication of animal control services as currently provided by Pike County;

WHEREAS, pursuant to the mutual cooperation as intended by H.B. 489 and as required by the applicable regulations related to “Service Delivery Strategy” between local governments, Pike County and Williamson intend to specify and detail through this

Intergovernmental Agreement for the provision of animal control services to be provided by Pike County within the city limits of Williamson;

NOW, THEREFORE, Pike County and the City of Williamson, 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 Pike County shall provide animal control services within the city limits of Williamson as follows:

1.

DOG OFFICIAL/OFFICER

Williamson hereby appoints and designates the Pike County Dog Official/Officer as the Dog Official/Officer for the City of Williamson.

2.

BASE ANIMAL CONTROL SERVICES PROVIDED BY PIKE COUNTY

The “base” services for animal control provided by Pike County is the enforcement of the provisions of the Pike County Animal Control Ordinance as amended, which is codified at Chapter 91 of the Code of Pike County, Georgia. As stated in Chapter 91 of the County Code, the purpose of the County’s Animal Control Ordinance is *“to preserve and promote the public health, safety and welfare of the citizens of Pike County through: (A) Complying with current State regulations concerning dangerous and vicious dogs; (B) Complying with current State regulations requiring the inoculation of dogs and cats against rabies; and (C) Establishing local regulations to reduce the number of animal nuisance incidents within the County.”* See §91.02 of the Code of Pike County.

3.

NECESSITY TO EXTEND APPLICABILITY OF ENFORCEMENT OF PIKE
COUNTY ORDINANCE TO CITY OF WILLIAMSON

§91.03 of the Code of Pike County provides that the regulations of the Pike County Animal Control Ordinance *“shall apply and govern in all zoning districts in unincorporated Pike County.”* Accordingly, Pike County and Williamson pursuant to this agreement agree to extend the applicability of the Pike County Animal Control Ordinance to include the city limits of Williamson.

4.

ADOPTION OF THE PIKE COUNTY ANIMAL CONTROL ORDINANCE

To avoid any ambiguity, it shall be required for the purposes of the execution of this agreement that the City of Williamson shall adopt the Pike County Animal Control Ordinance, after a duly publicized meeting and with the requisite action taken by the Mayor and Council, whereby Williamson consents to the enforcement by Pike County of the provisions of the Pike County Animal Control within the city limits of Williamson; except, however, the prosecution of violations shall be in the Municipal Court of the City of Williamson rather than the Pike County Magistrate Court as set forth in the County’s Animal Control Ordinance.

5.

PROSECUTION OF VIOLATIONS AND ADMINISTRATIVE FEES TO BE PAID
TO PIKE COUNTY FOR PROSECUTING VIOLATIONS
IN THE MUNICIPAL COURT OF WILLIAMSON

Pike County and Williamson agree that violations of the Animal Control Ordinance, as adopted pursuant to paragraph 4 above, shall be prosecuted in the Municipal Court of Williamson. Specifically, and for the specific purposes of establishing jurisdiction and venue, Pike County and the City of Williamson specifically agree that the prosecution of violations of the Animal Control Ordinance (Pike County's Animal Control Ordinance adopted by Williamson) pursuant to this Agreement shall be prosecuted in the Municipal Court of Williamson, Georgia instead of the Magistrate Court as provided in the County's Ordinance. It is the expressed intent of the parties that Williamson hereby authorizes the prosecution of violations of the provisions of Pike County's Animal Control Ordinance that occur in within the city limits of Williamson in the Municipal Court of Williamson; and, Pike County explicitly agrees to prosecute said violations pursuant to this Agreement in the Municipal Court of Williamson.

In consideration of Pike County prosecuting the violations of the Animal Control Ordinance pursuant to this Agreement in the Municipal Court of Williamson, Williamson agrees to pay to Pike County Twenty-five Dollars (\$25.00) per case prosecuted in the Municipal Court of Williamson regardless of the number of separate violations (counts/charges) that may be included in each case. The \$25.00 to be paid by Williamson to Pike County shall constitute an administrative fee intended to cover the costs of citation books/forms and the additional administrative duties imposed upon Pike County for prosecuting the violations in the Municipal Court of Williamson rather than the Magistrate Court of Pike County. In short, the prosecution of cases in the Municipal Court of Williamson is hereby acknowledged as a higher level of service provided by Pike County to Williamson pursuant to this agreement that is above and beyond the base

level of animal control services provided to the citizens of the unincorporated areas of Pike County pursuant to the Pike County Animal Control Ordinance.

6.

NO ADDITIONAL EXPENSE FOR BASE ANIMAL CONTROL SERVICES

There shall be no additional expense imposed upon Williamson by Pike County for the provision of the “base” animal control services set forth herein; other than the fees/costs specifically set forth in the Animal Control Ordinance and the administrative fee set forth in paragraph 5 above.

7

ANIMAL CONTROL SERVICES AT A HIGHER LEVEL OF SERVICE

The parties agree that if the level of animal control services desired by Williamson exceeds the “base” animal control services specified herein, other than the prosecution of violations in the Municipal Court of Williamson as set forth in paragraph 5 above, then the parties agree that additional fees/consideration may be required from Williamson related to the higher level of animal control services that may be so requested. Moreover, any such additional fees/consideration for a requested higher level of animal control service(s) shall be specifically set forth in writing by separate addendum to this Agreement and/or by a separate contract between the parties.

8.

CERTIFICATION OF AUTHORITY TO ENTER INTO THIS AGREEMENT

Pike County and Williamson certify that each local government has the authority to enter into this agreement and perform in accordance terms set forth herein pursuant to OCGA §15-10-150. Moreover, Williamson further certifies that it has reviewed the

City's Charter prior to entering into this agreement with Pike County and affirms by the execution of this agreement that there is no prohibition, expressed or implied, in the City's Charter that prevents Williamson from entering into this agreement and performing in accordance with the terms set forth herein.

9.

MISCELLANEOUS PROVISIONS

Term and Termination. This Intergovernmental Agreement shall be for a period not to exceed three (3) years, but may be renewed for additional three (3) year terms as may be agreed upon by the parties. This Agreement may be terminated by the parties at any time by either party providing the other party with written notice of termination, which shall be no less than sixty (60) days prior to the intended termination date.

Assignment. Neither party hereto shall, without written consent of the other, assign or transfer this agreement or any rights or obligations hereunder.

Modifications. The terms of this agreement shall not be altered, amended, or modified except in writing by the mutual consent of the parties.

Construction under Georgia Law. This Agreement shall be construed under the laws of the State of Georgia.

Notice. Any notice or communication hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, either first class, registered or certified, and addressed as follows:

As to Pike County:

Attn: County Manager
Pike County, Georgia
P.O. Box 377
Williamson, Georgia 30295

As to City of Williamson:

City of Williamson
PO Box 9
Williamson, GA 30292

Counterparts. This agreement may be simultaneously executed in any number of counterparts, with each counterpart considered to be an original.

Severability. If any one or more of the terms, provisions, promises, covenants or conditions of this agreement or the application thereof to any person or circumstances, shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by any court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this agreement shall not be affected thereby and shall be deemed valid and enforceable to the fullest extent permitted by law.

Headings. The captions and headings used throughout this agreement are for convenience or reference only, and the words contained therein shall not be deemed to affect the meaning of any provision of the scope or content of this agreement, nor in any way affect this agreement.

IN WITNESS WHEREOF, the parties hereto, by authorization of their respective Board and Council, pursuant to duly convened open meetings with copies of this Agreement spread upon the minutes of the respective parties, do hereby affix the hand and seal of their respective designees, this the day and year as set forth above as follows:

(SIGNATURES ON FOLLOWING PAGE)

SO EXECUTED BY:

Pike County, Georgia

City of Williamson

By: J. Brian Johnson
Chairman J. Brian Johnson

By: Steve Fry
Mayor Steve Fry

Attest: J. Ann White
County Clerk

Attest: Karen W Brentlinger
City Clerk
KAREN W BRENTLINGER
Notary Public, Pike County, Georgia
My Commission Expires July 18, 2018

(SEAL)

(SEAL)

STATE OF GEORGIA

COUNTY OF PIKE

2017 INTERGOVERNMENTAL AGREEMENT BETWEEN PIKE COUNTY, GEORGIA, AND THE CITY OF ZEBULON, GEORGIA, REGARDING THE PROVISION OF ANIMAL CONTROL SERVICES PROVIDED BY THE COUNTY WITHIN THE CITY LIMITS OF ZEBULON.

This Intergovernmental Agreement is entered this the 13th day of September, 202017 by and between **Pike County, Georgia**, a political subdivision of the State of Georgia, by and through the duly authorized governing authority of Pike County, Georgia, (hereinafter referred to as “Pike County”), and the **City of Zebulon**, a duly incorporated Georgia municipality wholly situated in Pike County, by and through the duly authorized governing authority of the City of Zebulon (hereinafter referred to as “Zebulon”).

WHEREAS, Pike County provides specific animal control services within Pike County, Georgia, primarily in an effort to provide the services required of local governments related to the enforcement of regulations for dangerous and vicious dogs and inoculations; and,

WHEREAS, Zebulon does not provide any animal control services within the city limits of Zebulon;

WHEREAS, Pike County and Zebulon desire to avoid the duplication of animal control services as currently provided by Pike County;

WHEREAS, pursuant to the mutual cooperation as intended by H.B. 489 and as required by the applicable regulations related to “Service Delivery Strategy” between local governments, Pike County and Zebulon intend to specify and detail through this

Intergovernmental Agreement for the provision of animal control services to be provided by Pike County within the city limits of Zebulon;

NOW, THEREFORE, Pike County and the City of Zebulon, 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 Pike County shall provide animal control services within the city limits of Zebulon as follows:

1.

DOG OFFICIAL/OFFICER

Zebulon hereby appoints and designates the Pike County Dog Official/Officer as the Dog Official/Officer for the City of Zebulon.

2.

BASE ANIMAL CONTROL SERVICES PROVIDED BY PIKE COUNTY

The “base” services for animal control provided by Pike County is the enforcement of the provisions of the Pike County Animal Control Ordinance as amended, which is codified at Chapter 91 of the Code of Pike County, Georgia. As stated in Chapter 91 of the County Code, the purpose of the County’s Animal Control Ordinance is *“to preserve and promote the public health, safety and welfare of the citizens of Pike County through: (A) Complying with current State regulations concerning dangerous and vicious dogs; (B) Complying with current State regulations requiring the inoculation of dogs and cats against rabies; and (C) Establishing local regulations to reduce the number of animal nuisance incidents within the County.”* See §91.02 of the Code of Pike County.

3.

NECESSITY TO EXTEND APPLICABILITY OF ENFORCEMENT OF PIKE
COUNTY ORDINANCE TO CITY OF ZEBULON

§91.03 of the Code of Pike County provides that the regulations of the Pike County Animal Control Ordinance *“shall apply and govern in all zoning districts in unincorporated Pike County.”* Accordingly, Pike County and Zebulon pursuant to this agreement agree to extend the applicability of the Pike County Animal Control Ordinance to include the city limits of Zebulon.

4.

ADOPTION OF THE PIKE COUNTY ANIMAL CONTROL ORDINANCE

To avoid any ambiguity, it shall be required for the purposes of the execution of this agreement that the City of Zebulon shall adopt the Pike County Animal Control Ordinance, after a duly publicized meeting and with the requisite action taken by the Mayor and Council, whereby Zebulon consents to the enforcement by Pike County of the provisions of the Pike County Animal Control within the city limits of Zebulon; except, however, the prosecution of violations shall be in the Municipal Court of the City of Zebulon rather than the Pike County Magistrate Court as set forth in the County’s Animal Control Ordinance.

5.

PROSECUTION OF VIOLATIONS AND ADMINISTRATIVE FEES TO BE PAID
TO PIKE COUNTY FOR PROSECUTING VIOLATIONS
IN THE MUNICIPAL COURT OF ZEBULON

Pike County and Zebulon agree that violations of the Animal Control Ordinance, as adopted pursuant to paragraph 4 above, shall be prosecuted in the Municipal Court of Zebulon. Specifically, and for the specific purposes of establishing jurisdiction and venue, Pike County and the City of Zebulon specifically agree that the prosecution of violations of the Animal Control Ordinance (Pike County's Animal Control Ordinance adopted by Zebulon) pursuant to this Agreement shall be prosecuted in the Municipal Court of Zebulon, Georgia instead of the Magistrate Court as provided in the County's Ordinance. It is the expressed intent of the parties that Zebulon hereby authorizes the prosecution of violations of the provisions of Pike County's Animal Control Ordinance that occur in within the city limits of Zebulon in the Municipal Court of Zebulon; and, Pike County explicitly agrees to prosecute said violations pursuant to this Agreement in the Municipal Court of Zebulon.

In consideration of Pike County prosecuting the violations of the Animal Control Ordinance pursuant to this Agreement in the Municipal Court of Zebulon, Zebulon agrees to pay to Pike County Twenty-five Dollars (\$25.00) per case prosecuted in the Municipal Court of Zebulon regardless of the number of separate violations (counts/charges) that may be included in each case. The \$25.00 to be paid by Zebulon to Pike County shall constitute an administrative fee intended to cover the costs of citation books/forms and the additional administrative duties imposed upon Pike County for prosecuting the violations in the Municipal Court of Zebulon rather than the Magistrate Court of Pike County. In short, the prosecution of cases in the Municipal Court of Zebulon is hereby acknowledged as a higher level of service provided by Pike County to Zebulon pursuant to this agreement that is above and beyond the base level of animal control services

provided to the citizens of the unincorporated areas of Pike County pursuant to the Pike County Animal Control Ordinance.

6.

NO ADDITIONAL EXPENSE FOR BASE ANIMAL CONTROL SERVICES

There shall be no additional expense imposed upon Zebulon by Pike County for the provision of the “base” animal control services set forth herein; other than the fees/costs specifically set forth in the Animal Control Ordinance and the administrative fee set forth in paragraph 5 above.

7

ANIMAL CONTROL SERVICES AT A HIGHER LEVEL OF SERVICE

The parties agree that if the level of animal control services desired by Zebulon exceeds the “base” animal control services specified herein, other than the prosecution of violations in the Municipal Court of Zebulon as set forth in paragraph 5 above, then the parties agree that additional fees/consideration may be required from Zebulon related to the higher level of animal control services that may be so requested. Moreover, any such additional fees/consideration for a requested higher level of animal control service(s) shall be specifically set forth in writing by separate addendum to this Agreement and/or by a separate contract between the parties.

8.

CERTIFICATION OF AUTHORITY TO ENTER INTO THIS AGREEMENT

Pike County and Zebulon certify that each local government has the authority to enter into this agreement and perform in accordance terms set forth herein pursuant to OCGA §15-10-150. Moreover, Zebulon further certifies that it has reviewed the City’s

Charter prior to entering into this agreement with Pike County and affirms by the execution of this agreement that there is no prohibition, expressed or implied, in the City's Charter that prevents Zebulon from entering into this agreement and performing in accordance with the terms set forth herein.

9.

MISCELLANEOUS PROVISIONS

Term and Termination. This Intergovernmental Agreement shall be for a period not to exceed three (3) years, but may be renewed for additional three (3) year terms as may be agreed upon by the parties. This Agreement may be terminated by the parties at any time by either party providing the other party with written notice of termination, which shall be no less than sixty (60) days prior to the intended termination date.

Assignment. Neither party hereto shall, without written consent of the other, assign or transfer this agreement or any rights or obligations hereunder.

Modifications. The terms of this agreement shall not be altered, amended, or modified except in writing by the mutual consent of the parties.

Construction under Georgia Law. This Agreement shall be construed under the laws of the State of Georgia.

Notice. Any notice or communication hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, either first class, registered or certified, and addressed as follows:

As to Pike County:

Attn: County Manager
Pike County, Georgia
P.O. Box 377
Zebulon, Georgia 30295

As to City of Zebulon:

City of Zebulon
PO Box 385
Zebulon, GA 30295

Counterparts. This agreement may be simultaneously executed in any number of counterparts, with each counterpart considered to be an original.

Severability. If any one or more of the terms, provisions, promises, covenants or conditions of this agreement or the application thereof to any person or circumstances, shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by any court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this agreement shall not be affected thereby and shall be deemed valid and enforceable to the fullest extent permitted by law.

Headings. The captions and headings used throughout this agreement are for convenience or reference only, and the words contained therein shall not be deemed to affect the meaning of any provision of the scope or content of this agreement, nor in any way affect this agreement.

IN WITNESS WHEREOF, the parties hereto, by authorization of their respective Board and Council, pursuant to duly convened open meetings with copies of this Agreement spread upon the minutes of the respective parties, do hereby affix the hand and seal of their respective designees, this the day and year as set forth above as follows:

(SIGNATURES ON FOLLOWING PAGE)

SO EXECUTED BY:

Pike County, Georgia

City of Zebulon

By: J. Brian Johnson
Chairman J. Brian Johnson

By: Bobby Blalock
Mayor Bobby Blalock

Attest: Jo Ann Weyl
County Clerk

Attest: Randy G. Mitchell
City Clerk

(SEAL)

(SEAL)



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:PIKE	Service:Building Inspections
--------------------	-------------------------------------

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Pike County**
- b.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- e.) Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes** (if "Yes," you must attach additional documentation as described, below)
- No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Pike County	General Fund, User Fees, Intergovernmental Agreements

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Pike County will provide inspections for Concord, Meansville, Molena, Zebulon, and Williamson via intergovernmental agreements with each municipality.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Intergovernmental Agreement	City of Concord & Pike County	9/13/2017
Intergovernmental Agreement	City of Meansville & Pike County	9/13/2017
Intergovernmental Agreement	City of Molena & Pike County	6/29/2010
Intergovernmental Agreement	City of Williamson & Pike County	10/1/2009
Intergovernmental Agreement	City of Zebulon & Pike County	9/13/2017

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

Provide Details Here

7. Person completing form: **John Hanson, County Manager**
 Phone number: **770-567-3406** Date completed: 09/15/2017

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

STATE OF GEORGIA

COUNTY OF PIKE

**2017 INTERGOVERNMENTAL AGREEMENT
BETWEEN PIKE COUNTY, GEORGIA, AND THE CITY OF CONCORD,
GEORGIA, FOR THE COLLECTION OF PIKE COUNTY DEVELOPMENT
IMPACT FEES AND THE PROVISION OF ADMINISTRATIVE SERVICES
FOR ZONING AND BUILDING AND DEVELOPMENT
INCLUDING PERMITTING AND CODE ENFORCEMENT**

This Intergovernmental Agreement, entered as of the 13th day of September 2017, by and between the **City of Concord**, a Georgia municipal corporation wholly situated in Pike County, as approved by and through its duly authorized City Council (hereinafter referred to as "City"), and **Pike County, Georgia**, a political subdivision of the State of Georgia, by and through its duly authorized governing authority, the Board of Commissioners of Pike County, Georgia, (hereinafter referred to "Pike County"), pursuant to O.C.G.A. §36-71-11 for the purpose of developing joint plans for capital improvements relating to countywide Public Facilities, as hereinafter defined, pursuant to H.B. 489 for the purposes of preventing the duplication of services, and setting forth the responsibilities of each party as they concern the collection and expenditure of Pike County Development Impact Fees within the municipal boundaries of the City of Concord, Georgia and for the provision of administration services by Pike County related to zoning, building and development including permitting and code enforcement within the municipal boundaries of the City of Concord, Georgia. This Agreement, as it relates to such issues, provides as follows:

WHEREAS, the Board of Commissioners of Pike County, Georgia, by Ordinance (hereafter, the "Ordinance") and pursuant to O.C.G.A. §36-71-1 et. seq., did adopt and impose development impact fees, as hereinafter set forth for certain Public

Facilities, (hereafter referred to collectively as the “Public Facilities” which form part of the subject of this intergovernmental agreement), which in accordance with both the 2004 and 2017 Pike County Service Delivery Strategy constitute services of the County delivered within a countywide service area as defined in said Ordinance;

WHEREAS, the imposition of such development impact fees serve to assist Pike County and its municipalities in planning for and financing of public facilities to serve new growth and development and to further accommodate and promote orderly growth and development, and to protect the public health, safety and general welfare of all citizens of Pike County and its various municipalities;

WHEREAS; existing Public Facilities have been and must be further expanded if new growth and development is to be accommodated at the same level of service now available to existing development;

WHEREAS; it is fair and equitable that all new land development shall bear a proportionate share of the costs of such countywide public facilities necessary to serve new growth and development; and

WHEREAS; the construction, improvement, and upgrading of such proposed countywide public facilities benefits not only citizens residing in the unincorporated area of Pike County, Georgia, but also to benefit County citizens residing within the various municipalities located within Pike County, Georgia, all being within countywide service area as defined in the Ordinance; and,

WHEREAS; Pike County and the City of Concord in an effort to avoid the duplication of services, to provide adequate services to the citizens of Concord, and in cooperation pursuant to the intent of H.B. 489, the parties desire that Pike County,

through its Department of Planning and Development, shall provide certain administrative services for matters involving zoning, building and development including permitting and code enforcement within the municipal boundaries of the City of Concord;

NOW THEREFORE, and in exchange of the mutual covenants and consideration set forth herein, including the recognition of the mutual benefits to be received by the respective citizens of each local government, Pike County and The City of Concord hereby specifically agree as follows:

I.

OBLIGATIONS OF THE COUNTY

A.

COLLECTION OF DEVELOPMENT IMPACT FEES

1.

Pike County hereby agrees to provide for certain Public Facilities, as more particularly described in the Capital Improvement Element to the Pike County Comprehensive Plan, to be constructed, improved and/or upgraded in such a manner as to provide its services to all citizens of the County, including those who also reside in the incorporated municipalities of Concord, Meansville, Molena, Williamson, and Zebulon. The City's citizens shall have equal access and privileges related to the use of such public facility/facilities on the same basis as the citizens of the unincorporated area of Pike County, Georgia. The current Pike County Comprehensive Plan and Capital Improvement Element are by this reference incorporated herein.

2.

Pike County shall be solely responsible to provide for the design, permitting, location, operation and maintenance of the Public Facilities pertaining to this Agreement; but, the City shall be provided full access to all plans and specifications for the construction, improvement and/or upgrading of such facility/facilities and shall provide the City with reasonable opportunity to comment upon and contribute to future amendments to the County's Capital Improvement Element to its Comprehensive Plan for countywide Public Facilities.

3.

Pike County shall be solely responsible for providing the total salary, employee benefits, workers' compensation, insurance, payment of social security tax, and all other compensation for the employees who shall be necessary to operate the subject public facility/facilities proposed herein.

4.

Pike County agrees to use its best efforts in good faith and with due diligence to acquire any necessary or mandatory third party consents, agreements, or permits, or any combination thereof, including but not limited to (if necessary) any consent agreements, or permits, or any combination thereof, from the Environmental Protection Division of the Georgia Department of Natural Resources or other state and/or federal agencies in order to provide for the design, construction, operation and maintenance of the public facilities proposed herein. Upon the request of Pike County, the City agrees to use its best efforts in good faith and with due diligence to assist Pike County in such endeavors.

5.

Pike County agrees to collect the Impact Fees for building permits to be issued by the City of Concord or its designee and to issue paid receipts as proof of payment, or will provide a written notice to the City of Concord of any development which has been deemed exempt from the Pike County Development Impact Fee ordinance. For purposes of interpretation, only those platted, residential lots within the City of Concord on which a habitable structure existed as of the effective date of this agreement shall be considered in connection with lots being reviewed as “construction not subject to impact fees.”

B.

ADMINISTRATIVE SERVICES FOR ZONING, BUILDING AND DEVELOPMENT
INCLUDING PERMITTING AND CODE ENFORCEMENT

6.

Pike County agrees to provide administrative services related to zoning, building and development including permitting and code enforcement that may arise within the municipal boundaries of the City of Concord and as may be otherwise requested by the City of Concord.

7.

Pike County shall be solely responsible for providing the total salary and/or compensation, employee benefits, workers' compensation, insurance, payment of social security tax, and all other compensation for the employees providing the administrative services pursuant to this Agreement.

8.

It is understood by the Parties that the City of Concord may contract with an individual/entity to serve as the City's Zoning Administrator. The services and

compensation of any employed or contracted City Zoning Administrator are not covered by this Intergovernmental Agreement and shall be the sole responsibility of the City of Concord.

C.

FEES ASSOCIATED WITH THE ADMINISTRATIVE SERVICES PROVIDED BY
THE COUNTY FOR ZONING AND BUILDING AND DEVELOPMENT INCLUDING
PERMITTING AND CODE ENFORCEMENT

9.

The fees collected by Pike County for the administrative services related to zoning, building and development provided by the County on behalf of the City of Concord pursuant to this Agreement shall include the standard fees required by the County for such services plus an additional Twenty-five Dollars (\$25.00), which additional \$25.00 will be forwarded to the City of Concord for the additional City administrative services necessary to effectuate this agreement. The additional administrative fee collected on behalf of the City of Concord shall be forwarded by the County to the City of Concord on at least a quarterly basis.

D.

CODE ENFORCEMENT BY COUNTY PURSUANT TO THIS AGREEMENT

10.

The code enforcement services provided by Pike County pursuant to this Agreement and within the municipal limits and jurisdiction of the City shall include the base level of services provided by Pike County related to code enforcement in the unincorporated areas of Pike County. Specifically, the services shall include inspections

and investigations, the issuances of written notices, warnings and corrective action plans, the issuance of citations for noncompliance, with the prosecution of cases in the Municipal Court of the City. If the City adopts the zoning, building and development regulations of Pike County, then the enforcement of violations pursuant to this Agreement may be effectuated in the Magistrate Court of Pike County contingent upon the further written agreement of the Parties that will require the formal approval of the Chief Magistrate of Pike County.

E.

CITY UTILITY WORK WITHIN THE UNINCORPORATED COUNTY

11.

The County shall provide without charge to the City permits to locate city utilities within its public right of way that are now or in the future needed by the City to accommodate City's utility infrastructure so long as such utility installations do not obstruct travel along public rights of way, or interfere with existing utility installations within the public right-of-way. Furthermore, any such permits to be issued by the County shall be contingent on adequate space in the County available to accommodate such utility installation; and, shall be further contingent upon the permitting process described herein otherwise complying with the ordinances of the County governing Public Works; Streets, Rights-of-Way, Sidewalks and Other Public Places. In connection with such permits, the City shall be responsible for providing any engineering plans and specifications needed to approve such permits. Additionally, should utilities within the municipal boundaries of the County have to be relocated due to the projects by the City contemplated by this provision, then the City shall bear all the cost and expenses of

relocating said utilities, including, if necessary, the cost of acquisition of additional right-of-way or easements across property owned by private individuals and entities, without any cost to the County.

II.

OBLIGATIONS OF THE CITY

A.

COLLECTION OF DEVELOPMENT IMPACT FEES

1.

The City agrees not to issue any building permits for development within its municipal boundaries, unless and until the applicant shows to the City satisfactory proof of payment to Pike County of its applicable Impact Fees for countywide Public Facilities, or evidence that Pike County has exempted the development from Impact Fees under the Pike County Development Impact Fee ordinance. It is understood by the parties that no later than by June 30th of each year, the City will received from the County a financial report, with information through December 31st of the prior calendar year, concerning the fees collected by Pike County during the preceding calendar year from development within the City. Such annual report shall be prepared in a format to satisfy the annual reporting requirements of the Georgia Department of Community Affairs regarding impact fees. The City shall be entitled, upon giving Pike County reasonable notice, to review the financial records of Pike County related to the collection and disbursement of Impact Fees for statistical purposes.

2.

The City shall provide without charge to Pike County permits to locate utilities within its public right of way that are now or in the future needed by Pike County to accommodate countywide Public Facilities so long as such utility installations do not obstruct travel along public rights of way, or interfere with existing utility installations within the public right-of-way. Furthermore, any such permits to be issued by the City shall be contingent on adequate space in the City available to accommodate such utility installation; and, shall be further contingent upon the permitting process described herein otherwise complying with the ordinances of the City governing Public Works; Streets, Rights-of-Way, Sidewalks and Other Public Places. In connection with such permits, Pike County shall be responsible for providing any engineering plans and specifications needed to approve such permits. Additionally, should utilities within the municipal boundaries of the City have to be relocated due to the projects by Pike County to provide countywide Public Facilities within the City, then the County shall bear all the cost and expenses of relocating said utilities, including, if necessary, the cost of acquisition of additional right-of-way or easements across property owned by private individuals and entities, without any cost to the City.

3.

The City acknowledges that it has reviewed the Pike County Development Impact Fee Ordinance, which is by this reference made a part hereof, and that it will endeavor to apply to the legal extent possible the terms and provisions of such Ordinance within the City's municipal limits in the same manner as it is applied by Pike County within its unincorporated area. All appeals, credits, individual assessments, refunds and

interpretations of the terms and provisions of the Impact Fee Ordinance shall be reserved exclusively to the County.

B.

ADMINISTRATIVE SERVICES FOR ZONING, BUILDING AND DEVELOPMENT
INCLUDING PERMITTING AND CODE ENFORCEMENT

4.

The City of Concord authorizes Pike County to provide the necessary administration services for zoning, building and development matters so requested by the City of Concord including permitting and code enforcement within the municipal boundaries of the City of Concord.

5.

The fees collected by Pike County for the zoning, building and development services provided by the County on behalf of the City of Concord pursuant to this Agreement shall include the standard fees required assessed by the County for such services plus an additional Twenty-five Dollars (\$25.00), which said additional \$25.00 shall be forwarded to the City of Concord. The additional \$25.00 is intended to cover the additional administrative services by the City necessary to effectuate this agreement. The additional administrative fee collected on behalf of the City of Concord shall be forwarded by the County to the City of Concord on at least a quarterly basis.

C.

CODE ENFORCEMENT BY COUNTY PURSUANT TO THIS AGREEMENT

5.

The City will allow Pike County to perform code enforcement services within the municipal within the municipal limits and jurisdiction of the City at the base level of code enforcement services provided by Pike County related to code enforcement in the unincorporated areas of Pike County. Specifically, the City will require the services to include the provision of inspections and investigations, the issuances of written notices, warnings and corrective action plans, the issuance of citations for noncompliance, with the prosecution of cases in the Municipal Court of the City. The City will cooperate with the officials of Pike County providing the code enforcement services, including but not limited to, the provision of background information and the identification of the applicable provisions of the City's codes, ordinances, resolutions and/or regulations in connection with the alleged violations and related prosecutions.

6.

If the City is willing to adopt the zoning, building and development codes, ordinances, resolutions and regulations of Pike County, then the enforcement of violations pursuant to this Agreement may be effectuated in the Magistrate Court of Pike County contingent, however, upon the parties entering a further written agreement or addendum to this Agreement whereby said further agreement or addendum will also require the formal approval of the Chief Magistrate of Pike County.

III.

MISCELLANEOUS

1. **Term.** The term of the agreement shall commence as of the date of the execution by the parties hereto and shall continue until (a) the County amends or modifies its Development Impact Fee Ordinance as it affects countywide Public

Facilities, or (b) the Pike County Comprehensive Plan, Capital Improvement Element, is amended or modified to eliminate the specified Public Facilities as countywide services; but in no event shall such term exceed fifty (50) years from the initial date of execution hereto. Upon the condition precedent that Pike County had resolved to cease the operation of the subject public facility/facilities provided herein or upon the City's decision to impose its own development impact fees, which fees shall provide for a public facility/facilities having a higher level of service than the subject facility/facilities as provided herein, then either party shall have the right to terminate this agreement without cause after having given twelve (12) months written notice of its intent to terminate the agreement to the other. Upon the further condition precedent that either party has breached or has not otherwise met its obligations in accordance with the terms and conditions of this agreement (or as hereafter amended), then the non-breaching party shall have the right to terminate this agreement after giving ninety (90) days written notice of its intent to so terminate to the other party.

2. **Assignment.** Neither party hereto shall, without written consent of the other, assign or transfer this agreement or any rights or obligations hereunder.

3. **Modifications.** The terms of this agreement shall not be altered, amended, or modified except in writing signed by duly authorized officers of the parties hereto.

4. **Construction Under Georgia Law.** This Agreement shall be construed under the laws of the State of Georgia.

5. **Notice.** Any notice or communication hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, registered or certified, addressed as follows:

As to City of Concord:

City of Concord
P.O. Box 175
Concord, Georgia 30206
Attn: Mayor and City Council

As to Pike County:

Pike County, Georgia
P.O. Box 377
Zebulon, Georgia 30295

6. **Counterparts.** This agreement may be simultaneously executed in any number of counterparts, with each counterpart considered to be an original.

7. **Severability.** If any one or more of the terms, provisions, promises, covenants or conditions of this agreement or the application thereof to any person or circumstances, shall to any extent be adjudged invalid, or unenforceable, void or voidable for any reason whatsoever by any court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

8. **Headings.** The captions and headings used throughout this agreement are for convenience or reference only, and the words contained therein shall not be deemed

to affect the meaning of any provision of the scope or content of this agreement, nor in any way affect this agreement.

IN WITNESS WHEREOF, the parties hereto, by authorization of their respective Councils and/or Boards in duly convened open meetings, with copies hereof spread upon the minutes; affix the hand and seal of their respective designees, the day and year above written.

SO EXECUTED BY:

Pike County, Georgia

City of Concord

By: J. Brian Johnson
Chairman J. Brian Johnson

By: John Strickland
Mayor John Strickland

Attest: John Wayne
County Clerk

Attest: Sharon Coats
City Clerk

(SEAL)

(SEAL)

STATE OF GEORGIA

COUNTY OF PIKE

**2017 INTERGOVERNMENTAL AGREEMENT BETWEEN
PIKE COUNTY, GEORGIA, AND THE CITY OF MEANSVILLE, GEORGIA,
REGARDING THE PROVISION OF ADMINSTRATIVE SERVICES FOR
BUILDING, ZONING, AND DEVELOPMENT INCLUDING
PERMITTING, INSPECTIONS AND CODE ENFORCEMENT.**

This Intergovernmental Agreement is entered this the 13th day of September, 2017 by and between **Pike County, Georgia**, a political subdivision of the State of Georgia, by and through the duly authorized governing authority of Pike County, Georgia, (hereinafter referred to as “Pike County”), and the **City of Meansville**, a duly incorporated Georgia municipality wholly situated in Pike County, by and through the duly authorized governing authority of the City of Meansville (hereinafter referred to as “Meansville”).

WHEREAS, both Pike County and the City of Meansville have the need for administrative services related to zoning, building, and development including permitting, inspections and code enforcement;

WHEREAS, the local governments of Pike County and the City of Meansville, Georgia, desire to provide the services identified in this agreement to the citizens of Pike County and the City of Meansville in such a manner as to avoid the duplication of services by the local governments and the double taxation of citizens of Pike County and Meansville;

WIHEREAS, pursuant to the mutual cooperation as intended by H.B. 489 and as required by the applicable regulations related to “Service Delivery Strategy” between local governments, Pike County and Meansville intend to specify and detail through this

Intergovernmental Agreement for the provision of administrative services related to zoning, building, and development, including permitting, inspections and code enforcement, by Pike County, Georgia, within the municipal jurisdiction of the City of Meansville;

NOW, THEREFORE, Pike County and the City of Meansville, 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 Pike County shall provide administrative services related to zoning, building, and development, including permitting, inspections and code enforcement within the city limits of Meansville as follows:

ADMINISTRATIVE SERVICES FOR ZONING, BUILDING AND DEVELOPMENT
INCLUDING PERMITTING, INSPECTIONS AND CODE ENFORCEMENT

1.

Pike County agrees to provide administrative services related to zoning, building and development including permitting, inspections and code enforcement that may arise within the municipal boundaries of the City of Meansville and as may be otherwise requested by the City of Meansville.

2.

Pike County shall be solely responsible for providing the total salary and/or compensation, employee benefits, workers' compensation, insurance, payment of social security tax, and all other compensation for the employees providing the administrative services pursuant to this Agreement.

3.

It is understood by the Parties that the City of Meansville may contract with an individual/entity to serve as the City's Zoning Administrator. The services and compensation of any employed or contracted City Zoning Administrator are not covered by this Intergovernmental Agreement and shall be the sole responsibility of the City of Meansville.

4.

It is further agreed that prior to the issuance of building permits and/or certificates of occupancy pursuant to this Agreement, Pike County will verify that all conditions precedent to the issuance of such permit and/or certificate have been met by the applicant. Examples of conditions precedent include, but are not limited to, the following: meeting all City standards and specifications as well as having the proper zoning, special exception, or variance; obtaining architectural design review and approval, development review and approval, and/or signage review and approval; and, the proof of payment of any and all required City's fees that may be applicable, such as City Engineer review fees, tap and meter fees, impact fees, zoning and variance fees, sign fees, and any other applicable city fees. Certification that the "conditions precedent", mentioned above and contemplated herein, have been satisfied may require the written certification, confirmation or documentation from the City Administrator, City Zoning Administrator, City Engineer, and/or City Attorney.

FEES ASSOCIATED WITH THE ADMINISTRATIVE SERVICES PROVIDED BY
THE COUNTY FOR ZONING AND BUILDING AND DEVELOPMENT INCLUDING
PERMITTING AND CODE ENFORCEMENT

5.

The fees collected by Pike County for the administrative services related to zoning, building and development provided by the County on behalf of the City of Meansville pursuant to this Agreement shall include the standard fees required by the County for such services plus an additional Twenty-five Dollars (\$25.00), which additional \$25.00 will be forwarded to the City of Meansville for the additional City administrative services necessary to effectuate this agreement. The additional administrative fee collected on behalf of the City of Meansville shall be forwarded by the County to the City of Meansville on at least a quarterly basis.

CODE ENFORCEMENT BY COUNTY PURSUANT TO THIS AGREEMENT

6.

The code enforcement services provided by Pike County pursuant to this Agreement and within the municipal limits and jurisdiction of the City shall include the base level of services provided by Pike County related to code enforcement in the unincorporated areas of Pike County. Specifically, the services shall include inspections and investigations, the issuances of written notices, warnings and corrective action plans, the issuance of citations for noncompliance, with the prosecution of cases in the Municipal Court of the City. If the City adopts the zoning, building and development regulations of Pike County, then the enforcement of violations pursuant to this Agreement may be effectuated in the Magistrate Court of Pike County contingent upon

the further written agreement of the Parties that will require the formal approval of the Chief Magistrate of Pike County.

7.

The City will allow Pike County to perform code enforcement services within the municipal limits and jurisdiction of the City at the base level of code enforcement services provided by Pike County related to code enforcement in the unincorporated areas of Pike County. Specifically, the City will require the services to include the provision of inspections and investigations, the issuances of written notices, warnings and corrective action plans, the issuance of citations for noncompliance, with the prosecution of cases in the Municipal Court of the City. The City will cooperate with the officials of Pike County providing the code enforcement services, including but not limited to, the provision of background information and the identification of the applicable provisions of the City's codes, ordinances, resolutions and/or regulations in connection with the alleged violations and related prosecutions.

COMMUNICATIONS

8.

Communications regarding the services provided pursuant this Agreement shall be between the County Manager of Pike County and the City Administrator of the City of Meansville.

MISCELLANEOUS PROVISIONS

9.

Term and Termination

This Intergovernmental Agreement shall be for an initial three (3) year period; except, however, either party may terminate this agreement by providing the other party with written notice of termination, which shall be no less than sixty (60) days prior to the termination date.

10.

Assignment

Neither party hereto shall, without written consent of the other, assign or transfer this agreement or any rights or obligations hereunder.

11.

Modifications

The terms of this agreement shall not be altered, amended, or modified except in writing by the mutual consent of the parties.

12.

Construction under Georgia Law

This Agreement shall be construed under the laws of the State of Georgia.

13.

Notices

Any notice or communication hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, either first class, registered or certified, and addressed as follows:

As to Pike County:
Attn: County Manager
Pike County, Georgia
P.O. Box 377
Meansville, Georgia 30295

As to City of Meansville:
Attn: Mayor and Council
City of Meansville
PO Box 266
Meansville, GA 30256

14.

Counterparts

This agreement may be simultaneously executed in any number of counterparts, with each counterpart considered to be an original.

15.

Severability

If any one or more of the terms, provisions, promises, covenants or conditions of this agreement or the application thereof to any person or circumstances, shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by any court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this agreement shall not be affected thereby and shall be deemed valid and enforceable to the fullest extent permitted by law.

16.

Headings

The captions and headings used throughout this agreement are for convenience or reference only, and the words contained therein shall not be deemed to affect the meaning of any provision of the scope or content of this agreement, nor in any way affect this agreement.

IN WITNESS WHEREOF, the parties hereto, by authorization of their respective Board and Council, pursuant to duly convened open meetings with copies of this Agreement spread upon the minutes of the respective parties, do hereby affix the hand and seal of their respective designees, this the day and year as set forth above as follows:

(SIGNATURES ON FOLLOWING PAGE)

SO EXECUTED BY:

Pike County, Georgia

City of Meansville

By: J. Briar Johnson
Chairman J. Briar Johnson

By: Sandy Mitchell
Mayor ~~Bobby Blalock~~
Pro tem

Attest: J. Brad Wayne
County Clerk

Attest: Thomas H. Martin
City Clerk attorney

(SEAL)

(SEAL)

STATE OF GEORGIA

COUNTY OF PIKE

2010 INTERGOVERNMENTAL AGREEMENT
BETWEEN PIKE COUNTY, GEORGIA, AND THE CITY OF MOLENA,
GEORGIA, FOR THE COLLECTION OF PIKE COUNTY DEVELOPMENT
IMPACT FEES AND THE PROVISION OF ADMINISTRATIVE SERVICES
FOR ZONING AND BUILDING AND DEVELOPMENT
INCLUDING PERMITTING AND CODE ENFORCEMENT

This Intergovernmental Agreement, entered as of the 29th day of June 2010, by and between the **City of Molena**, a Georgia municipal corporation wholly situated in Pike County, as approved by and through its duly authorized City Council (hereinafter referred to as "City"), and **Pike County, Georgia**, a political subdivision of the State of Georgia, by and through its duly authorized governing authority, the Board of Commissioners of Pike County, Georgia, (hereinafter referred to "Pike County"), pursuant to O.C.G.A. §36-71-11 for the purpose of developing joint plans for capital improvements relating to countywide Public Facilities, as hereinafter defined, pursuant to H.B. 489 for the purposes of preventing the duplication of services, and setting forth the responsibilities of each party as they concern the collection and expenditure of Pike County Development Impact Fees within the municipal boundaries of the City of Molena, Georgia and for the provision of administration services by Pike County related to zoning, building and development including permitting, and code enforcement within the municipal boundaries of the City of Molena, Georgia. This Agreement, as it relates to such issues, provides as follows:

WHEREAS, the Board of Commissioners of Pike County, Georgia, by Ordinance (hereafter, the "Ordinance") and pursuant to O.C.G.A. §36-71-1 et. seq., did adopt and impose development impact fees, as hereinafter set forth for certain Public

Facilities, (hereafter referred to collectively as the “Public Facilities” which form part of the subject of this intergovernmental agreement), which in accordance with 2004 Pike County Service Delivery Strategy constitute services of the County delivered within a countywide service area as defined in said Ordinance;

WHEREAS, the imposition of such development impact fees serve to assist Pike County and its municipalities in planning for and financing of public facilities to serve new growth and development and to further accommodate and promote orderly growth and development, and to protect the public health, safety and general welfare of all citizens of Pike County and its various municipalities;

WHEREAS; existing Public Facilities have been and must be further expanded if new growth and development is to be accommodated at the same level of service now available to existing development;

WHEREAS; it is fair and equitable that all new land development shall bear a proportionate share of the costs of such countywide public facilities necessary to serve new growth and development; and

WHEREAS; the construction, improvement, and upgrading of such proposed countywide public facilities benefits not only citizens residing in the unincorporated area of Pike County, Georgia, but also to benefit County citizens residing within the various municipalities located within Pike County, Georgia, all being within countywide service area as defined in the Ordinance; and,

WHEREAS; Pike County and the City of Molena in an effort to avoid the duplication of services, provide adequate services to the citizens of Molena and in cooperation pursuant to the intent of H.B. 489, desire that Pike County, through the

Department of Planning and Development, provide certain administrative services for matters involving zoning and building and development including permitting, and code enforcement within the municipal boundaries of the City of Molena;

NOW, THEREFORE, Pike County and the City of Molena, recognizing the mutual benefit of the citizens of each government, hereby specifically agree as follows:

OBLIGATIONS OF THE COUNTY

COLLECTION OF DEVELOPMENT IMPACT FEES

1.

Pike County hereby agrees to provide for certain Public Facilities, as more particularly described in the Capital Improvement Element to the Pike County Comprehensive Plan, to be constructed, improved and/or upgraded in such a manner as to provide its services to all citizens of the County, including those who also reside in the incorporated municipalities of Williamson, Zebulon, Concord, Meansville, and Molena, which citizens shall have equal access and privileges of the use of such facility/facilities on the same basis as the citizens of the unincorporated area of Pike County, Georgia. The current Pike County Comprehensive Plan and Capital Improvement Element are by reference incorporated herein.

2.

Pike County shall be solely responsible and shall provide for the design, permitting, location, operation and maintenance of the Public Facilities above referenced but will provide to the City full access to all plans and specifications for the construction, improvement and/or upgrading of such facility/facilities and shall provide the City with reasonable opportunity to comment upon and contribute to future amendments to the

County's Capital Improvement Element to its Comprehensive Plan for countywide Public Facilities.

3.

Pike County shall be solely responsible for providing the total salary, employee benefits, workers' compensation, insurance, payment of social security tax, and all other compensation for the employees who shall be necessary to operate the subject public facility/facilities proposed herein.

4.

Pike County agrees to use its best efforts in good faith and with due diligence to acquire any necessary or mandatory third party consents, agreements, or permits, or any combination thereof, including but not limited to (if necessary) any consent agreements, or permits, or any combination thereof, from the Environmental Protection Division of the Georgia Department of Natural Resources or other state and/or federal agencies in order to provide for the design, construction, operation and maintenance of the public facilities proposed herein. Upon the request of Pike County, the City agrees to use its best efforts in good faith and with due diligence to assist Pike County in such endeavors.

5.

Contemporaneous with execution of this intergovernmental agreement, Pike County will attempt to obtain approval from the governing authorities of the cities of Zebulon, Concord, and Meansville, to collect Impact Fees for the countywide Public Facilities on the same or similar terms as set forth herein. The City of Williamson has previously entered into such an agreement with similar terms. Should either city fail or

refuse to enter into such intergovernmental agreement with the County, the County shall promptly act to amend its ordinance to exclude from the countywide service area the territory of that municipality in order to assure Impact Fees collected for countywide Public Facilities are only expended within those areas of the County from which Impact Fees are collected.

6.

Pike County agrees to collect the Impact Fees for building permits to be issued by the City of Molena or its designee and to issue paid receipts as proof of payment, or will provide a written notice to the City of Molena of any development which has been deemed exempt from the Pike County Development Impact Fee ordinance. For purposes of interpretation, only those platted, residential lots within the City of Molena on which a habitable structure existed as of the effective date of this agreement are "construction not subject to impact fees.

ADMINISTRATIVE SERVICES FOR ZONING, BUILDING AND DEVELOPMENT
INCLUDING PERMITTING AND CODE ENFORCEMENT

7.

Pike County agrees to provide administrative services related to zoning and building and development including permitting and code enforcement that may arise within the municipal boundaries of the City of Molena and as may be otherwise requested by the City of Molena.

8.

Pike County shall be solely responsible for providing the total salary and/or compensation, employee benefits, workers' compensation, insurance, payment of social

security tax, and all other compensation for the employees providing the administrative services referenced and proposed in paragraph 7 above.

9.

It is understood by the Parties that the City of Molena has contacted with Chad Jacobs to serve as the City's Zoning Administrator. The services and compensation of Mr. Jacobs are not covered by this Intergovernmental Agreement and shall be the sole responsibility of the City of Molena.

FEES ASSOCIATED WITH THE ADMINISTRATIVE SERVICES PROVIDED BY
THE COUNTY FOR ZONING AND BUILDING AND DEVELOPMENT INCLUDING
PERMITTING AND CODE ENFORCEMENT

10.

The fees collected by Pike County for zoning and building and development services provided by the County on behalf of the City of Molena pursuant to the intent of this Agreement shall include the standard fees applicable to services required normally assessed by the County plus an additional Twenty-five Dollars (\$25.00) to be forwarded to the City of Molena for the additional administrative services necessary to effectuate this agreement. The additional administrative fee collected on behalf of the City of Molena shall be forwarded by the County to the City of Molena on a quarterly basis.

OBLIGATIONS OF THE CITY

COLLECTION OF DEVELOPMENT IMPACT FEES

1.

The City agrees not to issue any building permits for development within its municipal boundaries, unless and until the applicant shows to the City satisfactory proof

of payment to Pike County of its applicable Impact Fees for countywide Public Facilities, or evidence that Pike County has exempted the development from Impact Fees under the Pike County Development Impact Fee ordinance. Not later than every June 30th of each year, the County shall provide a financial report, as of December 31 of the prior calendar year, to the City of fees collected during the preceding calendar year from development within the City, such report shall be prepared in format to satisfy the annual reporting requirements of the Georgia Department of Community Affairs regarding impact fees. The County shall make available to the City, upon reasonable notice, its financial records relating to collection and disbursement of Impact Fees for statistical purposes.

2.

The City shall provide without charge to Pike County permits to locate utilities within its public right of way that are now or in the future needed by Pike County to accommodate countywide Public Facilities so long as such utility installations do not obstruct travel along public rights of way, interfere with existing utility installations within the public right-of-way, adequate space is available to accommodate such utility installation, and the permitting process described herein otherwise complies with the ordinances of the City governing Public Works; Streets, Rights-of-Way, Sidewalks and Other Public Places. Pike County shall be responsible for providing any engineering plans and specifications needed to approve such permits. Further, should utilities within the municipal boundaries of the City have to be relocated due to projects by Pike County to provide countywide Public Facilities, then the County shall bear all cost and expense of relocating said utilities, including if necessary the acquisition of additional right-of-

way or easements across property owned by private individuals and entities, without cost to the City.

3.

The City acknowledges that it has reviewed the Pike County Development Impact Fee Ordinance, which is by reference made a part hereof, and that it will endeavor to apply to the legal extent possible the terms and provisions of such Ordinance within the City's municipal limits in the same manner as it is applied by Pike County within its unincorporated area. All appeals, credits, individual assessments, refunds and interpretations of the terms and provisions of the Impact Fee Ordinance shall be reserved exclusively to the County.

ADMINISTRATIVE SERVICES FOR ZONING, BUILDING AND DEVELOPMENT
INCLUDING PERMITTING AND CODE ENFORCEMENT

4.

The City of Molena authorizes Pike County to provide the necessary administration of zoning and building and development matters so requested by the City of Molena including permitting and code enforcement within the municipal boundaries of the City of Molena.

5.

The fees collected by Pike County for zoning and building and development services provided by the County on behalf of the City of Molena pursuant to the intent of this Agreement shall include the standard fees applicable to services required normally assessed by the County plus an additional Twenty-five Dollars (\$25.00) to be forwarded

to the City of Molena for the additional administrative services necessary to effectuate this agreement. The additional administrative fee collected on behalf of the City of Molena shall be forwarded by the County to the City of Molena on a quarterly basis.

MISCELLANEOUS

1. **Term.** The term of the agreement shall commence as of the date of the execution by the parties hereto and shall continue until (a) the County amends or modifies its Development Impact Fee Ordinance as it affects countywide Public Facilities, or (b) the Pike County Comprehensive Plan, Capital Improvement Element, is amended or modified to eliminate the specified Public Facilities as countywide services; but in no event shall such term exceed fifty (50) years from the initial date of execution hereto. Upon the condition precedent that Pike County had resolved to cease the operation of the subject public facility/facilities provided herein or upon the City's decision to impose its own development impact fees, which fees shall provide for a public facility/facilities having a higher level of service than the subject facility/facilities as provided herein, then either party shall have the right to terminate this agreement without cause after having given twelve (12) months written notice of its intent to terminate the agreement to the other. Upon the further condition precedent that either party has breached or has not otherwise met its obligations in accordance with the terms and conditions of this agreement (or as hereafter amended), then the non-breaching party shall have the right to terminate this agreement after giving ninety (90) days written notice of its intent to so terminate to the other party.

2. **Assignment.** Neither party hereto shall, without written consent of the other, assign or transfer this agreement or any rights or obligations hereunder.

3. **Modifications.** The terms of this agreement shall not be altered, amended, or modified except in writing signed by duly authorized officers of the parties hereto.

4. **Construction Under Georgia Law.** This Agreement shall be construed under the laws of the State of Georgia.

5. **Notice.** Any notice or communication hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, registered or certified, addressed as follows:

As to City of Molena:

City of Molena
P.O. Box 247
Molena, Georgia 30258
Attn: Mayor and City Council

As to Pike County:

Pike County, Georgia
P.O. Box 377
Zebulon, Georgia 30295

6. **Counterparts.** This agreement may be simultaneously executed in any number of counterparts, with each counterpart considered to be an original.

7. **Severability.** If any one or more of the terms, provisions, promises, covenants or conditions of this agreement or the application thereof to any person or circumstances, shall to any extent be adjudged invalid, or unenforceable, void or voidable for any reason whatsoever by any court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this agreement shall

not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

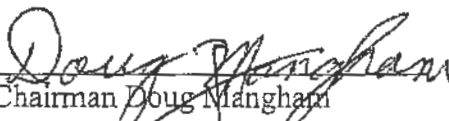
8. **Headings.** The captions and headings used throughout this agreement are for convenience or reference only, and the words contained therein shall not be deemed to affect the meaning of any provision of the scope or content of this agreement, nor in any way affect this agreement.

IN WITNESS WHEREOF, the parties hereto, by authorization of their respective Councils and/or Boards in duly convened open meetings, with copies hereof spread upon the minutes; affix the hand and seal of their respective designees, the day and year above written.

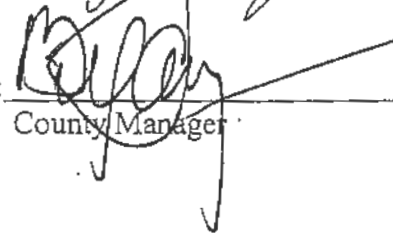
SO EXECUTED BY:

Pike County, Georgia (SEAL)

City of Molena (SEAL)

By: 
Chairman Doug Mangham

By: _____
Mayor Elizabeth Anne Barker

Attest: 
County Manager

Attest: _____
Clerk

STATE OF GEORGIA

COUNTY OF PIKE

2009 INTERGOVERNMENTAL AGREEMENT BETWEEN PIKE COUNTY, GEORGIA, AND THE CITY OF WILLIAMSON, GEORGIA, FOR THE COLLECTION OF PIKE COUNTY DEVELOPMENT IMPACT FEES AND THE PROVISION OF ADMINISTRATIVE SERVICES FOR ZONING, BUILDING AND DEVELOPMENT INCLUDING PERMITTING, AND CODE ENFORCEMENT

This Intergovernmental Agreement, entered as of the 1ST day of OCTOBER 2009, by and between the **City of Williamson**, a Georgia municipal corporation wholly situated in Pike County, as approved by and through its duly authorized City Council (hereinafter referred to as "City"), and **Pike County, Georgia**, a political subdivision of the State of Georgia, by and through its duly authorized governing authority, the Board of Commissioners of Pike County, Georgia, (hereinafter referred to "Pike County"), pursuant to O.C.G.A. §36-71-11 for the purpose of developing joint plans for capital improvements relating to countywide Public Facilities, as hereinafter defined, pursuant to H.B. 489 for the purposes of preventing the duplication of services, and setting forth the responsibilities of each party as they concern the collection and expenditure of Pike County Development Impact Fees within the municipal boundaries of the City of Williamson, Georgia and for the provision of administration services by Pike County related to zoning, building and development including permitting, and code enforcement within the municipal boundaries of the City of Williamson, Georgia. This Agreement, as it relates to such issues, provides as follows:

WHEREAS, the Board of Commissioners of Pike County, Georgia, by Ordinance (hereafter, the "Ordinance") and pursuant to O.C.G.A. §36-71-1 et. seq., did adopt and impose development impact fees, as hereinafter set forth for certain Public

Facilities, (hereafter referred to collectively as the “Public Facilities” which form part of the subject of this intergovernmental agreement), which in accordance with 2004 Pike County Service Delivery Strategy constitute services of the County delivered within a countywide service area as defined in said Ordinance;

WHEREAS, the imposition of such development impact fees serve to assist Pike County and its municipalities in planning for and financing of public facilities to serve new growth and development and to further accommodate and promote orderly growth and development, and to protect the public health, safety and general welfare of all citizens of Pike County and its various municipalities;

WHEREAS; existing Public Facilities have been and must be further expanded if new growth and development is to be accommodated at the same level of service now available to existing development;

WHEREAS; it is fair and equitable that all new land development shall bear a proportionate share of the costs of such countywide public facilities necessary to serve new growth and development; and

WHEREAS; the construction, improvement, and upgrading of such proposed countywide public facilities benefits not only citizens residing in the unincorporated area of Pike County, Georgia, but also to benefit County citizens residing within the various municipalities located within Pike County, Georgia, all being within countywide service area as defined in the Ordinance; and,

WHEREAS; Pike County and the City of Williamson in an effort to avoid the duplication of services, provide adequate services to the citizens of Williamson and in cooperation pursuant to the intent of H.B. 489, desire that Pike County, through the

Department of Planning and Development, provide administrative services for all zoning, building and development including permitting, and code enforcement within the municipal boundaries of the City of Williamson;

NOW, THEREFORE, Pike County and the City of Williamson, recognizing the mutual benefit of the citizens of each government, hereby specifically agree as follows:

OBLIGATIONS OF THE COUNTY

COLLECTION OF DEVELOPMENT IMPACT FEES

1.

Pike County hereby agrees to provide for certain Public Facilities, as more particularly described in the Capital Improvement Element to the Pike County Comprehensive Plan, to be constructed, improved and/or upgraded in such a manner as to provide its services to all citizens of the County, including those who also reside in the incorporated municipalities of Williamson, Zebulon, Concord, Meansville, and Molena, which citizens shall have equal access and privileges of the use of such facility/facilities on the same basis as the citizens of the unincorporated area of Pike County, Georgia. A copy of the current Pike County Comprehensive Plan and Capital Improvement Element is attached hereto as Exhibit "A" to this agreement, which by reference, is incorporated herein.

2.

Pike County shall be solely responsible and shall provide for the design, permitting, location, operation and maintenance of the Public Facilities above referenced but will provide to the City full access to all plans and specifications for the construction, improvement and/or upgrading of such facility/facilities and shall provide the City with

reasonable opportunity to comment upon and contribute to future amendments to the County's Capital Improvement Element to its Comprehensive Plan for countywide Public Facilities.

3.

Pike County shall be solely responsible for providing the total salary, employee benefits, workers' compensation, insurance, payment of social security tax, and all other compensation for the employees who shall be necessary to operate the subject public facility/facilities proposed herein.

4.

Pike County agrees to use its best efforts in good faith and with due diligence to acquire any necessary or mandatory third party consents, agreements, or permits, or any combination thereof, including but not limited to (if necessary) any consents agreements, or permits, or any combination thereof, from the Environmental Protection Division of the Georgia Department of Natural Resources or other state and/or federal agencies in order to provide for the design, construction, operation and maintenance of the public facilities proposed herein. Upon the request of Pike County, the City agrees to use its best efforts in good faith and with due diligence to assist Pike County in such endeavors.

5.

Contemporaneous with execution of this intergovernmental agreement, Pike County will obtain approval from the governing authorities of the cities of Zebulon, Concord, Meansville, and Molena to collect Impact Fees for the countywide Public Facilities on the same or similar terms as set forth herein. Should either city fail or refuse

to enter into such intergovernmental agreement with the County, the County shall promptly act to amend its ordinance to exclude from the countywide service area the territory of that municipality in order to assure Impact Fees collected for countywide Public Facilities are only expended within those areas of the County from which Impact Fees are collected.

6.

Pike County agrees to collect the Impact Fees for building permits to be issued by the City of Williamson or its designee and to issue paid receipts as proof of payment, or will provide a written notice to the City of Williamson of any development which has been deemed exempt from the Pike County Development Impact Fee ordinance. For purposes of interpretation, only those platted, residential lots within the City of Williamson on which a habitable structure existed as of May 1, 2009 are “construction not subject to impact fees”, provided that the new construction is residential.

ADMINISTRATIVE SERVICES FOR ZONING, BUILDING AND DEVELOPMENT
INCLUDING PERMITTING AND CODE ENFORCEMENT

7.

Pike County agrees to provide all administrative services related to zoning, building and development including permitting, and code enforcement that may arise within the municipal boundaries of the City of Williamson.

8.

Pike County shall be solely responsible for providing the total salary and/or compensation, employee benefits, workers' compensation, insurance, payment of social

security tax, and all other compensation for the employees providing the administrative services referenced and proposed in paragraph 7 above.

9.

Pike County and the City of Williamson, upon execution of this Intergovernmental Agreement, shall negotiate and mutually agree upon a fee structure for the collection and distribution of fees associated with the provision of the administrative services contemplated in paragraph 7 above. Once agreed upon, said "Fee Agreement" shall be an addendum to this Intergovernmental Agreement.

OBLIGATIONS OF THE CITY

COLLECTION OF DEVELOPMENT IMPACT FEES

1.

The City agrees not to issue any building permits for development within its municipal boundaries, unless and until the applicant shows to the City satisfactory proof of payment to Pike County of its applicable Impact Fees for countywide Public Facilities, or evidence that Pike County has exempted the development from Impact Fees under the Pike County Development Impact Fee ordinance. Not later than every June 30th of each year, the County shall provide a financial report, as of December 31 of the prior calendar year, to the City of fees collected during the preceding calendar year from development within the City, such report shall be prepared in format to satisfy the annual reporting requirements of the Georgia Department of Community Affairs regarding impact fees. The County shall make available to the City, upon reasonable notice, its financial records relating to collection and disbursement of Impact Fees for statistical purposes.

2.

The City shall provide without charge to Pike County permits to locate utilities within its public right of way that are now or in the future needed by Pike County to accommodate countywide Public Facilities so long as such utility installations do not obstruct travel along public rights of way, interfere with existing utility installations within the public right-of-way, adequate space is available to accommodate such utility installation, and the permitting process described herein otherwise complies with the provisions of Title 4 of the Williamson Code entitled "Public Works; Streets, Rights-of-Way, Sidewalks and Other Public Places" . Pike County shall be responsible for providing any engineering plans and specifications needed to approve such permits. Further, should utilities within the municipal boundaries of the City have to be relocated due to projects by Pike County to provide countywide Public Facilities, then the County shall bear all cost and expense of relocating said utilities, including if necessary the acquisition of additional right-of-way or easements across property owned by private individuals and entities, without cost to the City.

3.

The City acknowledges that it has reviewed the Pike County Development Impact Fee Ordinance, a copy of which is attached hereto and, by reference, made a part hereof as Exhibit "B" to this agreement, and that it will endeavor to apply to the legal extent possible the terms and provisions of such Ordinance within the City's municipal limits in the same manner as it is applied by Pike County within its unincorporated area. All appeals, credits, individual assessments, refunds and interpretations of the terms and provisions of the Impact Fee Ordinance shall be reserved exclusively to the County.

ADMINISTRATIVE SERVICES FOR ZONING, BUILDING AND DEVELOPMENT
INCLUDING PERMITTING AND CODE ENFORCEMENT

4.

The City of Williamson authorizes Pike County to provide the necessary administration of zoning, building and development including permitting, and code enforcement within the municipal boundaries of the City of Williamson.

5.

Pike County and the City of Williamson, upon execution of this Intergovernmental Agreement, shall negotiate and mutually agree upon a fee structure for the collection and distribution of fees associated with the provision of the administrative services contemplated in paragraph 7 above. Once agreed upon, said "Fee Agreement" shall be an addendum to this Intergovernmental Agreement.

MISCELLANEOUS

1. **Term.** The term of the agreement shall commence as of the date of the execution by the parties hereto and shall continue until (a) the County amends or modifies its Development Impact Fee Ordinance as it affects countywide Public Facilities, or (b) the Pike County Comprehensive Plan, Capital Improvement Element, is amended or modified to eliminate the specified Public Facilities as countywide services; but in no event shall such term exceed fifty (50) years from the initial date of execution hereto. Upon the condition precedent that Pike County had resolved to cease the operation of the subject public facility/facilities provided herein or upon the City's

decision to impose its own development impact fees, which fees shall provide for a public facility/facilities having a higher level of service than the subject facility/facilities as provided herein, then either party shall have the right to terminate this agreement without cause after having given twelve (12) Months written notice of its intent to terminate the agreement to the other. Upon the further condition precedent that either party has breached or has not otherwise met its obligations in accordance with the terms and conditions of this agreement (or as hereafter amended), then the non-breaching party shall have the right to terminate this agreement after giving ninety (90) days written notice of its intent to so terminate to the other party.

2. **Assignment.** Neither party hereto shall, without written consent of the other, assign or transfer this agreement or any rights or obligations hereunder.

3. **Modifications.** The terms of this agreement shall not be altered, amended, or modified except in writing signed by duly authorized officers of the parties hereto.

4. **Construction Under Georgia Law.** This Agreement shall be construed under the laws of the State of Georgia.

5. **Notice.** Any notice or communication hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, registered or certified, addressed as follows:

As to City of Williamson:

City of Williamson
P.O. Box 9
Williamson, Georgia 30292
Attn: Mayor and City Council

As to Pike County:

Pike County, Georgia
P.O. Box 377
Zebulon, Georgia 30295

6. Counterparts. This agreement may be simultaneously executed in any number of counterparts, with each counterpart considered to be an original.

7. Severability. If any one or more of the terms, provisions, promises, covenants or conditions of this agreement or the application thereof to any person or circumstances, shall to any extent be adjudged invalid, or unenforceable, void or voidable for any reason whatsoever by any court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

8. Headings. The captions and headings used throughout this agreement are for convenience or reference only, and the words contained therein shall not be deemed to affect the meaning of any provision of the scope or content of this agreement, nor in any way affect this agreement.

IN WITNESS WHEREOF, the parties hereto, by authorization of their respective Councils and/or Boards in duly convened open meetings, with copies hereof spread upon the minutes; affix the hand and seal of their respective designees, the day and year above written.

SO EXECUTED BY:

Pike County, Georgia (SEAL)

City of Williamson (SEAL)

By: Doug Mangham
Chairman Doug Mangham

By: Steve Fry
Mayor Steve Fry

Attest: _____
County Manager

Attest: Clara Ann Yeoman
CLARA ANN YEOMAN
Notary Public, Pike County, Georgia
My Commission Expires Sept. 21, 2012
Clerk

This was not executed by the City of Williamson in timely fashion. At the time they signed Steve Marro, the CM who structured this agreement, was no longer the CM. Current CM Bill Sawyer not expected to sign so attestation is left blank.

STATE OF GEORGIA

COUNTY OF PIKE

**2017 INTERGOVERNMENTAL AGREEMENT BETWEEN
PIKE COUNTY, GEORGIA, AND THE CITY OF ZEBULON, GEORGIA,
REGARDING THE PROVISION OF ADMINISTRATIVE SERVICES FOR
BUILDING, ZONING, AND DEVELOPMENT INCLUDING
PERMITTING, INSPECTIONS AND CODE ENFORCEMENT.**

This Intergovernmental Agreement is entered this the 13th day of
September, 20 17 by and between **Pike County,**
Georgia, a political subdivision of the State of Georgia, by and through the duly
authorized governing authority of Pike County, Georgia, (hereinafter referred to as “Pike
County”), and the **City of Zebulon**, a duly incorporated Georgia municipality wholly
situated in Pike County, by and through the duly authorized governing authority of the
City of Zebulon (hereinafter referred to as “Zebulon”).

WHEREAS, both Pike County and the City of Zebulon have the need for
administrative services related to zoning, building, and development including
permitting, inspections and code enforcement;

WHEREAS, the local governments of Pike County and the City of Zebulon,
Georgia, desire to provide the services identified in this agreement to the citizens of Pike
County and the City of Zebulon in such a manner as to avoid the duplication of services
by the local governments and the double taxation of citizens of Pike County and Zebulon;

WHEREAS, pursuant to the mutual cooperation as intended by H.B. 489 and as
required by the applicable regulations related to “Service Delivery Strategy” between
local governments, Pike County and Zebulon intend to specify and detail through this
Intergovernmental Agreement for the provision of administrative services related to

zoning, building, and development, including permitting, inspections and code enforcement, by Pike County, Georgia, within the municipal jurisdiction of the City of Zebulon;

NOW, THEREFORE, Pike County and the City of Zebulon, 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 Pike County shall provide administrative services related to zoning, building, and development, including permitting, inspections and code enforcement within the city limits of Zebulon as follows:

ADMINISTRATIVE SERVICES FOR ZONING, BUILDING AND DEVELOPMENT
INCLUDING PERMITTING, INSPECTIONS AND CODE ENFORCEMENT

1.

Pike County agrees to provide administrative services related to zoning, building and development including permitting, inspections and code enforcement that may arise within the municipal boundaries of the City of Zebulon and as may be otherwise requested by the City of Zebulon.

2.

Pike County shall be solely responsible for providing the total salary and/or compensation, employee benefits, workers' compensation, insurance, payment of social security tax, and all other compensation for the employees providing the administrative services pursuant to this Agreement.

3.

It is understood by the Parties that the City of Zebulon may contract with an individual/entity to serve as the City's Zoning Administrator. The services and compensation of any employed or contracted City Zoning Administrator are not covered by this Intergovernmental Agreement and shall be the sole responsibility of the City of Zebulon.

4.

It is further agreed that prior to the issuance of building permits and/or certificates of occupancy pursuant to this Agreement, Pike County will verify that all conditions precedent to the issuance of such permit and/or certificate have been met by the applicant. Examples of conditions precedent include, but are not limited to, the following: meeting all City standards and specifications as well as having the proper zoning, special exception, or variance; obtaining architectural design review and approval, development review and approval, and/or signage review and approval; and, the proof of payment of any and all required City's fees that may be applicable, such as City Engineer review fees, tap and meter fees, impact fees, zoning and variance fees, sign fees, and any other applicable city fees. Certification that the "conditions precedent", mentioned above and contemplated herein, have been satisfied may require the written certification, confirmation or documentation from the City Administrator, City Zoning Administrator, City Engineer, and/or City Attorney.

FEES ASSOCIATED WITH THE ADMINISTRATIVE SERVICES PROVIDED BY
THE COUNTY FOR ZONING AND BUILDING AND DEVELOPMENT INCLUDING
PERMITTING AND CODE ENFORCEMENT

5.

The fees collected by Pike County for the administrative services related to zoning, building and development provided by the County on behalf of the City of Zebulon pursuant to this Agreement shall include the standard fees required by the County for such services plus an additional Twenty-five Dollars (\$25.00), which addition \$25.00 will be forwarded to the City of Zebulon for the additional City administrative services necessary to effectuate this agreement. The additional administrative fee collected on behalf of the City of Zebulon shall be forwarded by the County to the City of Zebulon on at least a quarterly basis.

CODE ENFORCEMENT BY COUNTY PURSUANT TO THIS AGREEMENT

6.

The code enforcement services provided by Pike County pursuant to this Agreement and within the municipal limits and jurisdiction of the City shall include the base level of services provided by Pike County related to code enforcement in the unincorporated areas of Pike County. Specifically, the services shall include inspections and investigations, the issuances of written notices, warnings and corrective action plans, the issuance of citations for noncompliance, with the prosecution of cases in the Municipal Court of the City. If the City adopts the zoning, building and development regulations of Pike County, then the enforcement of violations pursuant to this Agreement may be effectuated in the Magistrate Court of Pike County contingent upon the further written agreement of the Parties that will require the formal approval of the Chief Magistrate of Pike County.

7.

The City will allow Pike County to perform code enforcement services within the municipal limits and jurisdiction of the City at the base level of code enforcement services provided by Pike County related to code enforcement in the unincorporated areas of Pike County. Specifically, the City will require the services to include the provision of inspections and investigations, the issuances of written notices, warnings and corrective action plans, the issuance of citations for noncompliance, with the prosecution of cases in the Municipal Court of the City. The City will cooperate with the officials of Pike County providing the code enforcement services, including but not limited to, the provision of background information and the identification of the applicable provisions of the City's codes, ordinances, resolutions and/or regulations in connection with the alleged violations and related prosecutions.

COMMUNICATIONS

8.

Communications regarding the services provided pursuant this Agreement shall be between the County Manager of Pike County and the City Administrator of the City of Zebulon.

MISCELLANEOUS PROVISIONS

9.

Term and Termination

This Intergovernmental Agreement shall be for an initial three (3) year period; except, however, either party may terminate this agreement by providing the other party

with written notice of termination, which shall be no less than sixty (60) days prior to the termination date.

10.

Assignment

Neither party hereto shall, without written consent of the other, assign or transfer this agreement or any rights or obligations hereunder.

11.

Modifications

The terms of this agreement shall not be altered, amended, or modified except in writing by the mutual consent of the parties.

12.

Construction under Georgia Law

This Agreement shall be construed under the laws of the State of Georgia.

13.

Notices

Any notice or communication hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, either first class, registered or certified, and addressed as follows:

As to Pike County:
Attn: County Manager
Pike County, Georgia
P.O. Box 377
Zebulon, Georgia 30295

As to City of Zebulon:
Attn: City Administrator
City of Zebulon
PO Box 385
Zebulon, GA 30295

14.

Counterparts

This agreement may be simultaneously executed in any number of counterparts, with each counterpart considered to be an original.

15.

Severability

If any one or more of the terms, provisions, promises, covenants or conditions of this agreement or the application thereof to any person or circumstances, shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by any court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this agreement shall not be affected thereby and shall be deemed valid and enforceable to the fullest extent permitted by law.

16.

Headings

The captions and headings used throughout this agreement are for convenience or reference only, and the words contained therein shall not be deemed to affect the meaning of any provision of the scope or content of this agreement, nor in any way affect this agreement.

IN WITNESS WHEREOF, the parties hereto, by authorization of their respective Board and Council, pursuant to duly convened open meetings with copies of this Agreement spread upon the minutes of the respective parties, do hereby affix the hand and seal of their respective designees, this the day and year as set forth above as follows:

(SIGNATURES ON FOLLOWING PAGE)

SO EXECUTED BY:

Pike County, Georgia

City of Zebulon

By: J. Briar Johnson
Chairman J. Briar Johnson

By: Bobby Blalock
Mayor Bobby Blalock

Attest: John Wye
County Clerk

Attest: Randy G. Hutcherson
City Clerk

(SEAL)

(SEAL)



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:PIKE

Service:Code Enforcement

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):**Pike County**
- b.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- e.) Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Pike County	General Fund, User Fees, Fines, Forfeitures, Intergovernmental Agreements

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Pike County will provide Code Enforcement for Concord, Meansville, Molena, Zebulon, and Williamson via intergovernmental agreements with each municipality.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Intergovernmental Agreement	City of Concord & Pike County	9/13/2017
Intergovernmental Agreement	City of Meansville & Pike County	9/131/2017
Intergovernmental Agreement	City of Molena & Pike County	6/29/2010
Intergovernmental Agreement	City of Williamson & Pike County	10/1/2009
Intergovernmental Agreement	City of Zebulon & Pike County	9/13/2017

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **John Hanson, County Manager**
 Phone number: **770-567-3406** Date completed: 09/15/2017

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

STATE OF GEORGIA

COUNTY OF PIKE

**2017 INTERGOVERNMENTAL AGREEMENT
BETWEEN PIKE COUNTY, GEORGIA, AND THE CITY OF CONCORD,
GEORGIA, FOR THE COLLECTION OF PIKE COUNTY DEVELOPMENT
IMPACT FEES AND THE PROVISION OF ADMINISTRATIVE SERVICES
FOR ZONING AND BUILDING AND DEVELOPMENT
INCLUDING PERMITTING AND CODE ENFORCEMENT**

This Intergovernmental Agreement, entered as of the 13th day of September 2017, by and between the **City of Concord**, a Georgia municipal corporation wholly situated in Pike County, as approved by and through its duly authorized City Council (hereinafter referred to as "City"), and **Pike County, Georgia**, a political subdivision of the State of Georgia, by and through its duly authorized governing authority, the Board of Commissioners of Pike County, Georgia, (hereinafter referred to "Pike County"), pursuant to O.C.G.A. §36-71-11 for the purpose of developing joint plans for capital improvements relating to countywide Public Facilities, as hereinafter defined, pursuant to H.B. 489 for the purposes of preventing the duplication of services, and setting forth the responsibilities of each party as they concern the collection and expenditure of Pike County Development Impact Fees within the municipal boundaries of the City of Concord, Georgia and for the provision of administration services by Pike County related to zoning, building and development including permitting and code enforcement within the municipal boundaries of the City of Concord, Georgia. This Agreement, as it relates to such issues, provides as follows:

WHEREAS, the Board of Commissioners of Pike County, Georgia, by Ordinance (hereafter, the "Ordinance") and pursuant to O.C.G.A. §36-71-1 et. seq., did adopt and impose development impact fees, as hereinafter set forth for certain Public

Facilities, (hereafter referred to collectively as the “Public Facilities” which form part of the subject of this intergovernmental agreement), which in accordance with both the 2004 and 2017 Pike County Service Delivery Strategy constitute services of the County delivered within a countywide service area as defined in said Ordinance;

WHEREAS, the imposition of such development impact fees serve to assist Pike County and its municipalities in planning for and financing of public facilities to serve new growth and development and to further accommodate and promote orderly growth and development, and to protect the public health, safety and general welfare of all citizens of Pike County and its various municipalities;

WHEREAS; existing Public Facilities have been and must be further expanded if new growth and development is to be accommodated at the same level of service now available to existing development;

WHEREAS; it is fair and equitable that all new land development shall bear a proportionate share of the costs of such countywide public facilities necessary to serve new growth and development; and

WHEREAS; the construction, improvement, and upgrading of such proposed countywide public facilities benefits not only citizens residing in the unincorporated area of Pike County, Georgia, but also to benefit County citizens residing within the various municipalities located within Pike County, Georgia, all being within countywide service area as defined in the Ordinance; and,

WHEREAS; Pike County and the City of Concord in an effort to avoid the duplication of services, to provide adequate services to the citizens of Concord, and in cooperation pursuant to the intent of H.B. 489, the parties desire that Pike County,

through its Department of Planning and Development, shall provide certain administrative services for matters involving zoning, building and development including permitting and code enforcement within the municipal boundaries of the City of Concord;

NOW THEREFORE, and in exchange of the mutual covenants and consideration set forth herein, including the recognition of the mutual benefits to be received by the respective citizens of each local government, Pike County and The City of Concord hereby specifically agree as follows:

I.

OBLIGATIONS OF THE COUNTY

A.

COLLECTION OF DEVELOPMENT IMPACT FEES

1.

Pike County hereby agrees to provide for certain Public Facilities, as more particularly described in the Capital Improvement Element to the Pike County Comprehensive Plan, to be constructed, improved and/or upgraded in such a manner as to provide its services to all citizens of the County, including those who also reside in the incorporated municipalities of Concord, Meansville, Molena, Williamson, and Zebulon. The City's citizens shall have equal access and privileges related to the use of such public facility/facilities on the same basis as the citizens of the unincorporated area of Pike County, Georgia. The current Pike County Comprehensive Plan and Capital Improvement Element are by this reference incorporated herein.

2.

Pike County shall be solely responsible to provide for the design, permitting, location, operation and maintenance of the Public Facilities pertaining to this Agreement; but, the City shall be provided full access to all plans and specifications for the construction, improvement and/or upgrading of such facility/facilities and shall provide the City with reasonable opportunity to comment upon and contribute to future amendments to the County's Capital Improvement Element to its Comprehensive Plan for countywide Public Facilities.

3.

Pike County shall be solely responsible for providing the total salary, employee benefits, workers' compensation, insurance, payment of social security tax, and all other compensation for the employees who shall be necessary to operate the subject public facility/facilities proposed herein.

4.

Pike County agrees to use its best efforts in good faith and with due diligence to acquire any necessary or mandatory third party consents, agreements, or permits, or any combination thereof, including but not limited to (if necessary) any consent agreements, or permits, or any combination thereof, from the Environmental Protection Division of the Georgia Department of Natural Resources or other state and/or federal agencies in order to provide for the design, construction, operation and maintenance of the public facilities proposed herein. Upon the request of Pike County, the City agrees to use its best efforts in good faith and with due diligence to assist Pike County in such endeavors.

5.

Pike County agrees to collect the Impact Fees for building permits to be issued by the City of Concord or its designee and to issue paid receipts as proof of payment, or will provide a written notice to the City of Concord of any development which has been deemed exempt from the Pike County Development Impact Fee ordinance. For purposes of interpretation, only those platted, residential lots within the City of Concord on which a habitable structure existed as of the effective date of this agreement shall be considered in connection with lots being reviewed as “construction not subject to impact fees.”

B.

ADMINISTRATIVE SERVICES FOR ZONING, BUILDING AND DEVELOPMENT
INCLUDING PERMITTING AND CODE ENFORCEMENT

6.

Pike County agrees to provide administrative services related to zoning, building and development including permitting and code enforcement that may arise within the municipal boundaries of the City of Concord and as may be otherwise requested by the City of Concord.

7.

Pike County shall be solely responsible for providing the total salary and/or compensation, employee benefits, workers' compensation, insurance, payment of social security tax, and all other compensation for the employees providing the administrative services pursuant to this Agreement.

8.

It is understood by the Parties that the City of Concord may contract with an individual/entity to serve as the City's Zoning Administrator. The services and

compensation of any employed or contracted City Zoning Administrator are not covered by this Intergovernmental Agreement and shall be the sole responsibility of the City of Concord.

C.

FEES ASSOCIATED WITH THE ADMINISTRATIVE SERVICES PROVIDED BY
THE COUNTY FOR ZONING AND BUILDING AND DEVELOPMENT INCLUDING
PERMITTING AND CODE ENFORCEMENT

9.

The fees collected by Pike County for the administrative services related to zoning, building and development provided by the County on behalf of the City of Concord pursuant to this Agreement shall include the standard fees required by the County for such services plus an additional Twenty-five Dollars (\$25.00), which addition \$25.00 will be forwarded to the City of Concord for the additional City administrative services necessary to effectuate this agreement. The additional administrative fee collected on behalf of the City of Concord shall be forwarded by the County to the City of Concord on at least a quarterly basis.

D.

CODE ENFORCEMENT BY COUNTY PURSUANT TO THIS AGREEMENT

10.

The code enforcement services provided by Pike County pursuant to this Agreement and within the municipal limits and jurisdiction of the City shall include the base level of services provided by Pike County related to code enforcement in the unincorporated areas of Pike County. Specifically, the services shall include inspections

and investigations, the issuances of written notices, warnings and corrective action plans, the issuance of citations for noncompliance, with the prosecution of cases in the Municipal Court of the City. If the City adopts the zoning, building and development regulations of Pike County, then the enforcement of violations pursuant to this Agreement may be effectuated in the Magistrate Court of Pike County contingent upon the further written agreement of the Parties that will require the formal approval of the Chief Magistrate of Pike County.

E.

CITY UTILITY WORK WITHIN THE UNINCORPORATED COUNTY

11.

The County shall provide without charge to the City permits to locate city utilities within its public right of way that are now or in the future needed by the City to accommodate City's utility infrastructure so long as such utility installations do not obstruct travel along public rights of way, or interfere with existing utility installations within the public right-of-way. Furthermore, any such permits to be issued by the County shall be contingent on adequate space in the County available to accommodate such utility installation; and, shall be further contingent upon the permitting process described herein otherwise complying with the ordinances of the County governing Public Works; Streets, Rights-of-Way, Sidewalks and Other Public Places. In connection with such permits, the City shall be responsible for providing any engineering plans and specifications needed to approve such permits. Additionally, should utilities within the municipal boundaries of the County have to be relocated due to the projects by the City contemplated by this provision, then the City shall bear all the cost and expenses of

relocating said utilities, including, if necessary, the cost of acquisition of additional right-of-way or easements across property owned by private individuals and entities, without any cost to the County.

II.

OBLIGATIONS OF THE CITY

A.

COLLECTION OF DEVELOPMENT IMPACT FEES

1.

The City agrees not to issue any building permits for development within its municipal boundaries, unless and until the applicant shows to the City satisfactory proof of payment to Pike County of its applicable Impact Fees for countywide Public Facilities, or evidence that Pike County has exempted the development from Impact Fees under the Pike County Development Impact Fee ordinance. It is understood by the parties that no later than by June 30th of each year, the City will received from the County a financial report, with information through December 31st of the prior calendar year, concerning the fees collected by Pike County during the preceding calendar year from development within the City. Such annual report shall be prepared in a format to satisfy the annual reporting requirements of the Georgia Department of Community Affairs regarding impact fees. The City shall be entitled, upon giving Pike County reasonable notice, to review the financial records of Pike County related to the collection and disbursement of Impact Fees for statistical purposes.

2.

The City shall provide without charge to Pike County permits to locate utilities within its public right of way that are now or in the future needed by Pike County to accommodate countywide Public Facilities so long as such utility installations do not obstruct travel along public rights of way, or interfere with existing utility installations within the public right-of-way. Furthermore, any such permits to be issued by the City shall be contingent on adequate space in the City available to accommodate such utility installation; and, shall be further contingent upon the permitting process described herein otherwise complying with the ordinances of the City governing Public Works; Streets, Rights-of-Way, Sidewalks and Other Public Places. In connection with such permits, Pike County shall be responsible for providing any engineering plans and specifications needed to approve such permits. Additionally, should utilities within the municipal boundaries of the City have to be relocated due to the projects by Pike County to provide countywide Public Facilities within the City, then the County shall bear all the cost and expenses of relocating said utilities, including, if necessary, the cost of acquisition of additional right-of-way or easements across property owned by private individuals and entities, without any cost to the City.

3.

The City acknowledges that it has reviewed the Pike County Development Impact Fee Ordinance, which is by this reference made a part hereof, and that it will endeavor to apply to the legal extent possible the terms and provisions of such Ordinance within the City's municipal limits in the same manner as it is applied by Pike County within its unincorporated area. All appeals, credits, individual assessments, refunds and

interpretations of the terms and provisions of the Impact Fee Ordinance shall be reserved exclusively to the County.

B.

ADMINISTRATIVE SERVICES FOR ZONING, BUILDING AND DEVELOPMENT
INCLUDING PERMITTING AND CODE ENFORCEMENT

4.

The City of Concord authorizes Pike County to provide the necessary administration services for zoning, building and development matters so requested by the City of Concord including permitting and code enforcement within the municipal boundaries of the City of Concord.

5.

The fees collected by Pike County for the zoning, building and development services provided by the County on behalf of the City of Concord pursuant to this Agreement shall include the standard fees required assessed by the County for such services plus an additional Twenty-five Dollars (\$25.00), which said additional \$25.00 shall be forwarded to the City of Concord. The additional \$25.00 is intended to cover the additional administrative services by the City necessary to effectuate this agreement. The additional administrative fee collected on behalf of the City of Concord shall be forwarded by the County to the City of Concord on at least a quarterly basis.

C.

CODE ENFORCEMENT BY COUNTY PURSUANT TO THIS AGREEMENT

5.

The City will allow Pike County to perform code enforcement services within the municipal within the municipal limits and jurisdiction of the City at the base level of code enforcement services provided by Pike County related to code enforcement in the unincorporated areas of Pike County. Specifically, the City will require the services to include the provision of inspections and investigations, the issuances of written notices, warnings and corrective action plans, the issuance of citations for noncompliance, with the prosecution of cases in the Municipal Court of the City. The City will cooperate with the officials of Pike County providing the code enforcement services, including but not limited to, the provision of background information and the identification of the applicable provisions of the City's codes, ordinances, resolutions and/or regulations in connection with the alleged violations and related prosecutions.

6.

If the City is willing to adopt the zoning, building and development codes, ordinances, resolutions and regulations of Pike County, then the enforcement of violations pursuant to this Agreement may be effectuated in the Magistrate Court of Pike County contingent, however, upon the parties entering a further written agreement or addendum to this Agreement whereby said further agreement or addendum will also require the formal approval of the Chief Magistrate of Pike County.

III.

MISCELLANEOUS

1. **Term.** The term of the agreement shall commence as of the date of the execution by the parties hereto and shall continue until (a) the County amends or modifies its Development Impact Fee Ordinance as it affects countywide Public

Facilities, or (b) the Pike County Comprehensive Plan, Capital Improvement Element, is amended or modified to eliminate the specified Public Facilities as countywide services; but in no event shall such term exceed fifty (50) years from the initial date of execution hereto. Upon the condition precedent that Pike County had resolved to cease the operation of the subject public facility/facilities provided herein or upon the City's decision to impose its own development impact fees, which fees shall provide for a public facility/facilities having a higher level of service than the subject facility/facilities as provided herein, then either party shall have the right to terminate this agreement without cause after having given twelve (12) months written notice of its intent to terminate the agreement to the other. Upon the further condition precedent that either party has breached or has not otherwise met its obligations in accordance with the terms and conditions of this agreement (or as hereafter amended), then the non-breaching party shall have the right to terminate this agreement after giving ninety (90) days written notice of its intent to so terminate to the other party.

2. **Assignment.** Neither party hereto shall, without written consent of the other, assign or transfer this agreement or any rights or obligations hereunder.

3. **Modifications.** The terms of this agreement shall not be altered, amended, or modified except in writing signed by duly authorized officers of the parties hereto.

4. **Construction Under Georgia Law.** This Agreement shall be construed under the laws of the State of Georgia.

5. **Notice.** Any notice or communication hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, registered or certified, addressed as follows:

As to City of Concord:

City of Concord
P.O. Box 175
Concord, Georgia 30206
Attn: Mayor and City Council

As to Pike County:

Pike County, Georgia
P.O. Box 377
Zebulon, Georgia 30295

6. **Counterparts.** This agreement may be simultaneously executed in any number of counterparts, with each counterpart considered to be an original.

7. **Severability.** If any one or more of the terms, provisions, promises, covenants or conditions of this agreement or the application thereof to any person or circumstances, shall to any extent be adjudged invalid, or unenforceable, void or voidable for any reason whatsoever by any court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

8. **Headings.** The captions and headings used throughout this agreement are for convenience or reference only, and the words contained therein shall not be deemed

to affect the meaning of any provision of the scope or content of this agreement, nor in any way affect this agreement.

IN WITNESS WHEREOF, the parties hereto, by authorization of their respective Councils and/or Boards in duly convened open meetings, with copies hereof spread upon the minutes; affix the hand and seal of their respective designees, the day and year above written.

SO EXECUTED BY:

Pike County, Georgia

City of Concord

By: J. Brian Johnson
Chairman J. Brian Johnson

By: John P. Strickland
Mayor John Strickland

Attest: J. Ann Whyte
County Clerk

Attest: Sharon Campbell
City Clerk

(SEAL)

(SEAL)

STATE OF GEORGIA

COUNTY OF PIKE

**2017 INTERGOVERNMENTAL AGREEMENT BETWEEN
PIKE COUNTY, GEORGIA, AND THE CITY OF MEANSVILLE, GEORGIA,
REGARDING THE PROVISION OF ADMINISTRATIVE SERVICES FOR
BUILDING, ZONING, AND DEVELOPMENT INCLUDING
PERMITTING, INSPECTIONS AND CODE ENFORCEMENT.**

This Intergovernmental Agreement is entered this the 13th day of September, 2017 by and between **Pike County, Georgia**, a political subdivision of the State of Georgia, by and through the duly authorized governing authority of Pike County, Georgia, (hereinafter referred to as “Pike County”), and the **City of Meansville**, a duly incorporated Georgia municipality wholly situated in Pike County, by and through the duly authorized governing authority of the City of Meansville (hereinafter referred to as “Meansville”).

WHEREAS, both Pike County and the City of Meansville have the need for administrative services related to zoning, building, and development including permitting, inspections and code enforcement;

WHEREAS, the local governments of Pike County and the City of Meansville, Georgia, desire to provide the services identified in this agreement to the citizens of Pike County and the City of Meansville in such a manner as to avoid the duplication of services by the local governments and the double taxation of citizens of Pike County and Meansville;

WHEREAS, pursuant to the mutual cooperation as intended by H.B. 489 and as required by the applicable regulations related to “Service Delivery Strategy” between local governments, Pike County and Meansville intend to specify and detail through this

Intergovernmental Agreement for the provision of administrative services related to zoning, building, and development, including permitting, inspections and code enforcement, by Pike County, Georgia, within the municipal jurisdiction of the City of Meansville;

NOW, THEREFORE, Pike County and the City of Meansville, 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 Pike County shall provide administrative services related to zoning, building, and development, including permitting, inspections and code enforcement within the city limits of Meansville as follows:

ADMINISTRATIVE SERVICES FOR ZONING, BUILDING AND DEVELOPMENT
INCLUDING PERMITTING, INSPECTIONS AND CODE ENFORCEMENT

1.

Pike County agrees to provide administrative services related to zoning, building and development including permitting, inspections and code enforcement that may arise within the municipal boundaries of the City of Meansville and as may be otherwise requested by the City of Meansville.

2.

Pike County shall be solely responsible for providing the total salary and/or compensation, employee benefits, workers' compensation, insurance, payment of social security tax, and all other compensation for the employees providing the administrative services pursuant to this Agreement.

3.

It is understood by the Parties that the City of Meansville may contract with an individual/entity to serve as the City's Zoning Administrator. The services and compensation of any employed or contracted City Zoning Administrator are not covered by this Intergovernmental Agreement and shall be the sole responsibility of the City of Meansville.

4.

It is further agreed that prior to the issuance of building permits and/or certificates of occupancy pursuant to this Agreement, Pike County will verify that all conditions precedent to the issuance of such permit and/or certificate have been met by the applicant. Examples of conditions precedent include, but are not limited to, the following: meeting all City standards and specifications as well as having the proper zoning, special exception, or variance; obtaining architectural design review and approval, development review and approval, and/or signage review and approval; and, the proof of payment of any and all required City's fees that may be applicable, such as City Engineer review fees, tap and meter fees, impact fees, zoning and variance fees, sign fees, and any other applicable city fees. Certification that the "conditions precedent", mentioned above and contemplated herein, have been satisfied may require the written certification, confirmation or documentation from the City Administrator, City Zoning Administrator, City Engineer, and/or City Attorney.

FEES ASSOCIATED WITH THE ADMINISTRATIVE SERVICES PROVIDED BY
THE COUNTY FOR ZONING AND BUILDING AND DEVELOPMENT INCLUDING
PERMITTING AND CODE ENFORCEMENT

5.

The fees collected by Pike County for the administrative services related to zoning, building and development provided by the County on behalf of the City of Meansville pursuant to this Agreement shall include the standard fees required by the County for such services plus an additional Twenty-five Dollars (\$25.00), which additional \$25.00 will be forwarded to the City of Meansville for the additional City administrative services necessary to effectuate this agreement. The additional administrative fee collected on behalf of the City of Meansville shall be forwarded by the County to the City of Meansville on at least a quarterly basis.

CODE ENFORCEMENT BY COUNTY PURSUANT TO THIS AGREEMENT

6.

The code enforcement services provided by Pike County pursuant to this Agreement and within the municipal limits and jurisdiction of the City shall include the base level of services provided by Pike County related to code enforcement in the unincorporated areas of Pike County. Specifically, the services shall include inspections and investigations, the issuances of written notices, warnings and corrective action plans, the issuance of citations for noncompliance, with the prosecution of cases in the Municipal Court of the City. If the City adopts the zoning, building and development regulations of Pike County, then the enforcement of violations pursuant to this Agreement may be effectuated in the Magistrate Court of Pike County contingent upon

the further written agreement of the Parties that will require the formal approval of the Chief Magistrate of Pike County.

7.

The City will allow Pike County to perform code enforcement services within the municipal limits and jurisdiction of the City at the base level of code enforcement services provided by Pike County related to code enforcement in the unincorporated areas of Pike County. Specifically, the City will require the services to include the provision of inspections and investigations, the issuances of written notices, warnings and corrective action plans, the issuance of citations for noncompliance, with the prosecution of cases in the Municipal Court of the City. The City will cooperate with the officials of Pike County providing the code enforcement services, including but not limited to, the provision of background information and the identification of the applicable provisions of the City's codes, ordinances, resolutions and/or regulations in connection with the alleged violations and related prosecutions.

COMMUNICATIONS

8.

Communications regarding the services provided pursuant this Agreement shall be between the County Manager of Pike County and the City Administrator of the City of Meansville.

MISCELLANEOUS PROVISIONS

9.

Term and Termination

This Intergovernmental Agreement shall be for an initial three (3) year period; except, however, either party may terminate this agreement by providing the other party with written notice of termination, which shall be no less than sixty (60) days prior to the termination date.

10.

Assignment

Neither party hereto shall, without written consent of the other, assign or transfer this agreement or any rights or obligations hereunder.

11.

Modifications

The terms of this agreement shall not be altered, amended, or modified except in writing by the mutual consent of the parties.

12.

Construction under Georgia Law

This Agreement shall be construed under the laws of the State of Georgia.

13.

Notices

Any notice or communication hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, either first class, registered or certified, and addressed as follows:

As to Pike County:
Attn: County Manager
Pike County, Georgia
P.O. Box 377
Meansville, Georgia 30295

As to City of Meansville:
Attn: Mayor and Council
City of Meansville
PO Box 266
Meansville, GA 30256

14.

Counterparts

This agreement may be simultaneously executed in any number of counterparts, with each counterpart considered to be an original.

15.

Severability

If any one or more of the terms, provisions, promises, covenants or conditions of this agreement or the application thereof to any person or circumstances, shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by any court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this agreement shall not be affected thereby and shall be deemed valid and enforceable to the fullest extent permitted by law.

16.

Headings

The captions and headings used throughout this agreement are for convenience or reference only, and the words contained therein shall not be deemed to affect the meaning of any provision of the scope or content of this agreement, nor in any way affect this agreement.

IN WITNESS WHEREOF, the parties hereto, by authorization of their respective Board and Council, pursuant to duly convened open meetings with copies of this Agreement spread upon the minutes of the respective parties, do hereby affix the hand and seal of their respective designees, this the day and year as set forth above as follows:

(SIGNATURES ON FOLLOWING PAGE)

SO EXECUTED BY:

Pike County, Georgia

City of Meansville

By: J. Briar Johnson
Chairman J. Briar Johnson

By: Andy Mitchell
Mayor ~~Bobby Blalock~~
Pro-tem

Attest: John Wayne
County Clerk

Attest: Thomas H. Motion
City Clerk Attorney

(SEAL)

(SEAL)

STATE OF GEORGIA

COUNTY OF PIKE

2010 INTERGOVERNMENTAL AGREEMENT
BETWEEN PIKE COUNTY, GEORGIA, AND THE CITY OF MOLENA,
GEORGIA, FOR THE COLLECTION OF PIKE COUNTY DEVELOPMENT
IMPACT FEES AND THE PROVISION OF ADMINISTRATIVE SERVICES
FOR ZONING AND BUILDING AND DEVELOPMENT
INCLUDING PERMITTING AND CODE ENFORCEMENT

This Intergovernmental Agreement, entered as of the 29th day of June 2010, by and between the **City of Molena**, a Georgia municipal corporation wholly situated in Pike County, as approved by and through its duly authorized City Council (hereinafter referred to as "City"), and **Pike County, Georgia**, a political subdivision of the State of Georgia, by and through its duly authorized governing authority, the Board of Commissioners of Pike County, Georgia, (hereinafter referred to "Pike County"), pursuant to O.C.G.A. §36-71-11 for the purpose of developing joint plans for capital improvements relating to countywide Public Facilities, as hereinafter defined, pursuant to H.B. 489 for the purposes of preventing the duplication of services, and setting forth the responsibilities of each party as they concern the collection and expenditure of Pike County Development Impact Fees within the municipal boundaries of the City of Molena, Georgia and for the provision of administration services by Pike County related to zoning, building and development including permitting, and code enforcement within the municipal boundaries of the City of Molena, Georgia. This Agreement, as it relates to such issues, provides as follows:

WHEREAS, the Board of Commissioners of Pike County, Georgia, by Ordinance (hereafter, the "Ordinance") and pursuant to O.C.G.A. §36-71-1 et. seq., did adopt and impose development impact fees, as hereinafter set forth for certain Public

Facilities, (hereafter referred to collectively as the “Public Facilities” which form part of the subject of this intergovernmental agreement), which in accordance with 2004 Pike County Service Delivery Strategy constitute services of the County delivered within a countywide service area as defined in said Ordinance;

WHEREAS, the imposition of such development impact fees serve to assist Pike County and its municipalities in planning for and financing of public facilities to serve new growth and development and to further accommodate and promote orderly growth and development, and to protect the public health, safety and general welfare of all citizens of Pike County and its various municipalities;

WHEREAS; existing Public Facilities have been and must be further expanded if new growth and development is to be accommodated at the same level of service now available to existing development;

WHEREAS; it is fair and equitable that all new land development shall bear a proportionate share of the costs of such countywide public facilities necessary to serve new growth and development; and

WHEREAS; the construction, improvement, and upgrading of such proposed countywide public facilities benefits not only citizens residing in the unincorporated area of Pike County, Georgia, but also to benefit County citizens residing within the various municipalities located within Pike County, Georgia, all being within countywide service area as defined in the Ordinance; and,

WHEREAS; Pike County and the City of Molena in an effort to avoid the duplication of services, provide adequate services to the citizens of Molena and in cooperation pursuant to the intent of H.B. 489, desire that Pike County, through the

Department of Planning and Development, provide certain administrative services for matters involving zoning and building and development including permitting, and code enforcement within the municipal boundaries of the City of Molena;

NOW, THEREFORE, Pike County and the City of Molena, recognizing the mutual benefit of the citizens of each government, hereby specifically agree as follows:

OBLIGATIONS OF THE COUNTY

COLLECTION OF DEVELOPMENT IMPACT FEES

1.

Pike County hereby agrees to provide for certain Public Facilities, as more particularly described in the Capital Improvement Element to the Pike County Comprehensive Plan, to be constructed, improved and/or upgraded in such a manner as to provide its services to all citizens of the County, including those who also reside in the incorporated municipalities of Williamson, Zebulon, Concord, Meansville, and Molena, which citizens shall have equal access and privileges of the use of such facility/facilities on the same basis as the citizens of the unincorporated area of Pike County, Georgia. The current Pike County Comprehensive Plan and Capital Improvement Element are by reference incorporated herein.

2.

Pike County shall be solely responsible and shall provide for the design, permitting, location, operation and maintenance of the Public Facilities above referenced but will provide to the City full access to all plans and specifications for the construction, improvement and/or upgrading of such facility/facilities and shall provide the City with reasonable opportunity to comment upon and contribute to future amendments to the

County's Capital Improvement Element to its Comprehensive Plan for countywide Public Facilities.

3.

Pike County shall be solely responsible for providing the total salary, employee benefits, workers' compensation, insurance, payment of social security tax, and all other compensation for the employees who shall be necessary to operate the subject public facility/facilities proposed herein.

4.

Pike County agrees to use its best efforts in good faith and with due diligence to acquire any necessary or mandatory third party consents, agreements, or permits, or any combination thereof, including but not limited to (if necessary) any consent agreements, or permits, or any combination thereof, from the Environmental Protection Division of the Georgia Department of Natural Resources or other state and/or federal agencies in order to provide for the design, construction, operation and maintenance of the public facilities proposed herein. Upon the request of Pike County, the City agrees to use its best efforts in good faith and with due diligence to assist Pike County in such endeavors.

5.

Contemporaneous with execution of this intergovernmental agreement, Pike County will attempt to obtain approval from the governing authorities of the cities of Zebulon, Concord, and Meansville, to collect Impact Fees for the countywide Public Facilities on the same or similar terms as set forth herein. The City of Williamson has previously entered into such an agreement with similar terms. Should either city fail or

refuse to enter into such intergovernmental agreement with the County, the County shall promptly act to amend its ordinance to exclude from the countywide service area the territory of that municipality in order to assure Impact Fees collected for countywide Public Facilities are only expended within those areas of the County from which Impact Fees are collected.

6.

Pike County agrees to collect the Impact Fees for building permits to be issued by the City of Molena or its designee and to issue paid receipts as proof of payment, or will provide a written notice to the City of Molena of any development which has been deemed exempt from the Pike County Development Impact Fee ordinance. For purposes of interpretation, only those platted, residential lots within the City of Molena on which a habitable structure existed as of the effective date of this agreement are "construction not subject to impact fees.

ADMINISTRATIVE SERVICES FOR ZONING, BUILDING AND DEVELOPMENT
INCLUDING PERMITTING AND CODE ENFORCEMENT

7.

Pike County agrees to provide administrative services related to zoning and building and development including permitting and code enforcement that may arise within the municipal boundaries of the City of Molena and as may be otherwise requested by the City of Molena.

8.

Pike County shall be solely responsible for providing the total salary and/or compensation, employee benefits, workers' compensation, insurance, payment of social

security tax, and all other compensation for the employees providing the administrative services referenced and proposed in paragraph 7 above.

9.

It is understood by the Parties that the City of Molena has contacted with Chad Jacobs to serve as the City's Zoning Administrator. The services and compensation of Mr. Jacobs are not covered by this Intergovernmental Agreement and shall be the sole responsibility of the City of Molena.

FEEES ASSOCIATED WITH THE ADMINISTRATIVE SERVICES PROVIDED BY
THE COUNTY FOR ZONING AND BUILDING AND DEVELOPMENT INCLUDING
PERMITTING AND CODE ENFORCEMENT

10.

The fees collected by Pike County for zoning and building and development services provided by the County on behalf of the City of Molena pursuant to the intent of this Agreement shall include the standard fees applicable to services required normally assessed by the County plus an additional Twenty-five Dollars (\$25.00) to be forwarded to the City of Molena for the additional administrative services necessary to effectuate this agreement. The additional administrative fee collected on behalf of the City of Molena shall be forwarded by the County to the City of Molena on a quarterly basis.

OBLIGATIONS OF THE CITY

COLLECTION OF DEVELOPMENT IMPACT FEES

1.

The City agrees not to issue any building permits for development within its municipal boundaries, unless and until the applicant shows to the City satisfactory proof

of payment to Pike County of its applicable Impact Fees for countywide Public Facilities, or evidence that Pike County has exempted the development from Impact Fees under the Pike County Development Impact Fee ordinance. Not later than every June 30th of each year, the County shall provide a financial report, as of December 31 of the prior calendar year, to the City of fees collected during the preceding calendar year from development within the City, such report shall be prepared in format to satisfy the annual reporting requirements of the Georgia Department of Community Affairs regarding impact fees. The County shall make available to the City, upon reasonable notice, its financial records relating to collection and disbursement of Impact Fees for statistical purposes.

2.

The City shall provide without charge to Pike County permits to locate utilities within its public right of way that are now or in the future needed by Pike County to accommodate countywide Public Facilities so long as such utility installations do not obstruct travel along public rights of way, interfere with existing utility installations within the public right-of-way, adequate space is available to accommodate such utility installation, and the permitting process described herein otherwise complies with the ordinances of the City governing Public Works; Streets, Rights-of-Way, Sidewalks and Other Public Places. Pike County shall be responsible for providing any engineering plans and specifications needed to approve such permits. Further, should utilities within the municipal boundaries of the City have to be relocated due to projects by Pike County to provide countywide Public Facilities, then the County shall bear all cost and expense of relocating said utilities, including if necessary the acquisition of additional right-of-

way or easements across property owned by private individuals and entities, without cost to the City.

3.

The City acknowledges that it has reviewed the Pike County Development Impact Fee Ordinance, which is by reference made a part hereof, and that it will endeavor to apply to the legal extent possible the terms and provisions of such Ordinance within the City's municipal limits in the same manner as it is applied by Pike County within its unincorporated area. All appeals, credits, individual assessments, refunds and interpretations of the terms and provisions of the Impact Fee Ordinance shall be reserved exclusively to the County.

ADMINISTRATIVE SERVICES FOR ZONING, BUILDING AND DEVELOPMENT
INCLUDING PERMITTING AND CODE ENFORCEMENT

4.

The City of Molena authorizes Pike County to provide the necessary administration of zoning and building and development matters so requested by the City of Molena including permitting and code enforcement within the municipal boundaries of the City of Molena.

5.

The fees collected by Pike County for zoning and building and development services provided by the County on behalf of the City of Molena pursuant to the intent of this Agreement shall include the standard fees applicable to services required normally assessed by the County plus an additional Twenty-five Dollars (\$25.00) to be forwarded

to the City of Molena for the additional administrative services necessary to effectuate this agreement. The additional administrative fee collected on behalf of the City of Molena shall be forwarded by the County to the City of Molena on a quarterly basis.

MISCELLANEOUS

1. **Term.** The term of the agreement shall commence as of the date of the execution by the parties hereto and shall continue until (a) the County amends or modifies its Development Impact Fee Ordinance as it affects countywide Public Facilities, or (b) the Pike County Comprehensive Plan, Capital Improvement Element, is amended or modified to eliminate the specified Public Facilities as countywide services; but in no event shall such term exceed fifty (50) years from the initial date of execution hereto. Upon the condition precedent that Pike County had resolved to cease the operation of the subject public facility/facilities provided herein or upon the City's decision to impose its own development impact fees, which fees shall provide for a public facility/facilities having a higher level of service than the subject facility/facilities as provided herein, then either party shall have the right to terminate this agreement without cause after having given twelve (12) months written notice of its intent to terminate the agreement to the other. Upon the further condition precedent that either party has breached or has not otherwise met its obligations in accordance with the terms and conditions of this agreement (or as hereafter amended), then the non-breaching party shall have the right to terminate this agreement after giving ninety (90) days written notice of its intent to so terminate to the other party.

2. **Assignment.** Neither party hereto shall, without written consent of the other, assign or transfer this agreement or any rights or obligations hereunder.

3. **Modifications.** The terms of this agreement shall not be altered, amended, or modified except in writing signed by duly authorized officers of the parties hereto.

4. **Construction Under Georgia Law.** This Agreement shall be construed under the laws of the State of Georgia.

5. **Notice.** Any notice or communication hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, registered or certified, addressed as follows:

As to City of Molena:

City of Molena
P.O. Box 247
Molena, Georgia 30258
Attn: Mayor and City Council

As to Pike County:

Pike County, Georgia
P.O. Box 377
Zebulon, Georgia 30295

6. **Counterparts.** This agreement may be simultaneously executed in any number of counterparts, with each counterpart considered to be an original.

7. **Severability.** If any one or more of the terms, provisions, promises, covenants or conditions of this agreement or the application thereof to any person or circumstances, shall to any extent be adjudged invalid, or unenforceable, void or voidable for any reason whatsoever by any court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this agreement shall

not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

8. **Headings.** The captions and headings used throughout this agreement are for convenience or reference only, and the words contained therein shall not be deemed to affect the meaning of any provision of the scope or content of this agreement, nor in any way affect this agreement.

IN WITNESS WHEREOF, the parties hereto, by authorization of their respective Councils and/or Boards in duly convened open meetings, with copies hereof spread upon the minutes; affix the hand and seal of their respective designees, the day and year above written.

SO EXECUTED BY:

Pike County, Georgia (SEAL)

City of Molena (SEAL)

By: Doug Mangham
Chairman Doug Mangham

By: _____
Mayor Elizabeth Anne Barker

Attest: [Signature]
County Manager

Attest: _____
Clerk

STATE OF GEORGIA

COUNTY OF PIKE

2009 INTERGOVERNMENTAL AGREEMENT BETWEEN PIKE COUNTY, GEORGIA, AND THE CITY OF WILLIAMSON, GEORGIA, FOR THE COLLECTION OF PIKE COUNTY DEVELOPMENT IMPACT FEES AND THE PROVISION OF ADMINISTRATIVE SERVICES FOR ZONING, BUILDING AND DEVELOPMENT INCLUDING PERMITTING, AND CODE ENFORCEMENT

This Intergovernmental Agreement, entered as of the 15TH day of OCTOBER 2009, by and between the **City of Williamson**, a Georgia municipal corporation wholly situated in Pike County, as approved by and through its duly authorized City Council (hereinafter referred to as "City"), and **Pike County, Georgia**, a political subdivision of the State of Georgia, by and through its duly authorized governing authority, the Board of Commissioners of Pike County, Georgia, (hereinafter referred to "Pike County"), pursuant to O.C.G.A. §36-71-11 for the purpose of developing joint plans for capital improvements relating to countywide Public Facilities, as hereinafter defined, pursuant to H.B. 489 for the purposes of preventing the duplication of services, and setting forth the responsibilities of each party as they concern the collection and expenditure of Pike County Development Impact Fees within the municipal boundaries of the City of Williamson, Georgia and for the provision of administration services by Pike County related to zoning, building and development including permitting, and code enforcement within the municipal boundaries of the City of Williamson, Georgia. This Agreement, as it relates to such issues, provides as follows:

WHEREAS, the Board of Commissioners of Pike County, Georgia, by Ordinance (hereafter, the "Ordinance") and pursuant to O.C.G.A. §36-71-1 et. seq., did adopt and impose development impact fees, as hereinafter set forth for certain Public

Facilities, (hereafter referred to collectively as the “Public Facilities” which form part of the subject of this intergovernmental agreement), which in accordance with 2004 Pike County Service Delivery Strategy constitute services of the County delivered within a countywide service area as defined in said Ordinance;

WHEREAS, the imposition of such development impact fees serve to assist Pike County and its municipalities in planning for and financing of public facilities to serve new growth and development and to further accommodate and promote orderly growth and development, and to protect the public health, safety and general welfare of all citizens of Pike County and its various municipalities;

WHEREAS; existing Public Facilities have been and must be further expanded if new growth and development is to be accommodated at the same level of service now available to existing development;

WHEREAS; it is fair and equitable that all new land development shall bear a proportionate share of the costs of such countywide public facilities necessary to serve new growth and development; and

WHEREAS; the construction, improvement, and upgrading of such proposed countywide public facilities benefits not only citizens residing in the unincorporated area of Pike County, Georgia, but also to benefit County citizens residing within the various municipalities located within Pike County, Georgia, all being within countywide service area as defined in the Ordinance; and,

WHEREAS; Pike County and the City of Williamson in an effort to avoid the duplication of services, provide adequate services to the citizens of Williamson and in cooperation pursuant to the intent of H.B. 489, desire that Pike County, through the

Department of Planning and Development, provide administrative services for all zoning, building and development including permitting, and code enforcement within the municipal boundaries of the City of Williamson;

NOW, THEREFORE, Pike County and the City of Williamson, recognizing the mutual benefit of the citizens of each government, hereby specifically agree as follows:

OBLIGATIONS OF THE COUNTY

COLLECTION OF DEVELOPMENT IMPACT FEES

1.

Pike County hereby agrees to provide for certain Public Facilities, as more particularly described in the Capital Improvement Element to the Pike County Comprehensive Plan, to be constructed, improved and/or upgraded in such a manner as to provide its services to all citizens of the County, including those who also reside in the incorporated municipalities of Williamson, Zebulon, Concord, Meansville, and Molena, which citizens shall have equal access and privileges of the use of such facility/facilities on the same basis as the citizens of the unincorporated area of Pike County, Georgia. A copy of the current Pike County Comprehensive Plan and Capital Improvement Element is attached hereto as Exhibit "A" to this agreement, which by reference, is incorporated herein.

2.

Pike County shall be solely responsible and shall provide for the design, permitting, location, operation and maintenance of the Public Facilities above referenced but will provide to the City full access to all plans and specifications for the construction, improvement and/or upgrading of such facility/facilities and shall provide the City with

reasonable opportunity to comment upon and contribute to future amendments to the County's Capital Improvement Element to its Comprehensive Plan for countywide Public Facilities.

3.

Pike County shall be solely responsible for providing the total salary, employee benefits, workers' compensation, insurance, payment of social security tax, and all other compensation for the employees who shall be necessary to operate the subject public facility/facilities proposed herein.

4.

Pike County agrees to use its best efforts in good faith and with due diligence to acquire any necessary or mandatory third party consents, agreements, or permits, or any combination thereof, including but not limited to (if necessary) any consents agreements, or permits, or any combination thereof, from the Environmental Protection Division of the Georgia Department of Natural Resources or other state and/or federal agencies in order to provide for the design, construction, operation and maintenance of the public facilities proposed herein. Upon the request of Pike County, the City agrees to use its best efforts in good faith and with due diligence to assist Pike County in such endeavors.

5.

Contemporaneous with execution of this intergovernmental agreement, Pike County will obtain approval from the governing authorities of the cities of Zebulon, Concord, Meansville, and Molena to collect Impact Fees for the countywide Public Facilities on the same or similar terms as set forth herein. Should either city fail or refuse

to enter into such intergovernmental agreement with the County, the County shall promptly act to amend its ordinance to exclude from the countywide service area the territory of that municipality in order to assure Impact Fees collected for countywide Public Facilities are only expended within those areas of the County from which Impact Fees are collected.

6.

Pike County agrees to collect the Impact Fees for building permits to be issued by the City of Williamson or its designee and to issue paid receipts as proof of payment, or will provide a written notice to the City of Williamson of any development which has been deemed exempt from the Pike County Development Impact Fee ordinance. For purposes of interpretation, only those platted, residential lots within the City of Williamson on which a habitable structure existed as of May 1, 2009 are “construction not subject to impact fees”, provided that the new construction is residential.

ADMINISTRATIVE SERVICES FOR ZONING, BUILDING AND DEVELOPMENT
INCLUDING PERMITTING AND CODE ENFORCEMENT

7.

Pike County agrees to provide all administrative services related to zoning, building and development including permitting, and code enforcement that may arise within the municipal boundaries of the City of Williamson.

8.

Pike County shall be solely responsible for providing the total salary and/or compensation, employee benefits, workers' compensation, insurance, payment of social

security tax, and all other compensation for the employees providing the administrative services referenced and proposed in paragraph 7 above.

9.

Pike County and the City of Williamson, upon execution of this Intergovernmental Agreement, shall negotiate and mutually agree upon a fee structure for the collection and distribution of fees associated with the provision of the administrative services contemplated in paragraph 7 above. Once agreed upon, said "Fee Agreement" shall be an addendum to this Intergovernmental Agreement.

OBLIGATIONS OF THE CITY

COLLECTION OF DEVELOPMENT IMPACT FEES

1.

The City agrees not to issue any building permits for development within its municipal boundaries, unless and until the applicant shows to the City satisfactory proof of payment to Pike County of its applicable Impact Fees for countywide Public Facilities, or evidence that Pike County has exempted the development from Impact Fees under the Pike County Development Impact Fee ordinance. Not later than every June 30th of each year, the County shall provide a financial report, as of December 31 of the prior calendar year, to the City of fees collected during the preceding calendar year from development within the City, such report shall be prepared in format to satisfy the annual reporting requirements of the Georgia Department of Community Affairs regarding impact fees. The County shall make available to the City, upon reasonable notice, its financial records relating to collection and disbursement of Impact Fees for statistical purposes.

2.

The City shall provide without charge to Pike County permits to locate utilities within its public right of way that are now or in the future needed by Pike County to accommodate countywide Public Facilities so long as such utility installations do not obstruct travel along public rights of way, interfere with existing utility installations within the public right-of-way, adequate space is available to accommodate such utility installation, and the permitting process described herein otherwise complies with the provisions of Title 4 of the Williamson Code entitled "Public Works; Streets, Rights-of-Way, Sidewalks and Other Public Places" . Pike County shall be responsible for providing any engineering plans and specifications needed to approve such permits. Further, should utilities within the municipal boundaries of the City have to be relocated due to projects by Pike County to provide countywide Public Facilities, then the County shall bear all cost and expense of relocating said utilities, including if necessary the acquisition of additional right-of-way or easements across property owned by private individuals and entities, without cost to the City.

3.

The City acknowledges that it has reviewed the Pike County Development Impact Fee Ordinance, a copy of which is attached hereto and, by reference, made a part hereof as Exhibit "B" to this agreement, and that it will endeavor to apply to the legal extent possible the terms and provisions of such Ordinance within the City's municipal limits in the same manner as it is applied by Pike County within its unincorporated area. All appeals, credits, individual assessments, refunds and interpretations of the terms and provisions of the Impact Fee Ordinance shall be reserved exclusively to the County.

ADMINISTRATIVE SERVICES FOR ZONING, BUILDING AND DEVELOPMENT
INCLUDING PERMITTING AND CODE ENFORCEMENT

4.

The City of Williamson authorizes Pike County to provide the necessary administration of zoning, building and development including permitting, and code enforcement within the municipal boundaries of the City of Williamson.

5.

Pike County and the City of Williamson, upon execution of this Intergovernmental Agreement, shall negotiate and mutually agree upon a fee structure for the collection and distribution of fees associated with the provision of the administrative services contemplated in paragraph 7 above. Once agreed upon, said "Fee Agreement" shall be an addendum to this Intergovernmental Agreement.

MISCELLANEOUS

1. **Term.** The term of the agreement shall commence as of the date of the execution by the parties hereto and shall continue until (a) the County amends or modifies its Development Impact Fee Ordinance as it affects countywide Public Facilities, or (b) the Pike County Comprehensive Plan, Capital Improvement Element, is amended or modified to eliminate the specified Public Facilities as countywide services; but in no event shall such term exceed fifty (50) years from the initial date of execution hereto. Upon the condition precedent that Pike County had resolved to cease the operation of the subject public facility/facilities provided herein or upon the City's

decision to impose its own development impact fees, which fees shall provide for a public facility/facilities having a higher level of service than the subject facility/facilities as provided herein, then either party shall have the right to terminate this agreement without cause after having given twelve (12) Months written notice of its intent to terminate the agreement to the other. Upon the further condition precedent that either party has breached or has not otherwise met its obligations in accordance with the terms and conditions of this agreement (or as hereafter amended), then the non-breaching party shall have the right to terminate this agreement after giving ninety (90) days written notice of its intent to so terminate to the other party.

2. **Assignment.** Neither party hereto shall, without written consent of the other, assign or transfer this agreement or any rights or obligations hereunder.

3. **Modifications.** The terms of this agreement shall not be altered, amended, or modified except in writing signed by duly authorized officers of the parties hereto.

4. **Construction Under Georgia Law.** This Agreement shall be construed under the laws of the State of Georgia.

5. **Notice.** Any notice or communication hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, registered or certified, addressed as follows:

As to City of Williamson:

City of Williamson
P.O. Box 9
Williamson, Georgia 30292
Attn: Mayor and City Council

As to Pike County:

Pike County, Georgia
P.O. Box 377
Zebulon, Georgia 30295

6. Counterparts. This agreement may be simultaneously executed in any number of counterparts, with each counterpart considered to be an original.

7. Severability. If any one or more of the terms, provisions, promises, covenants or conditions of this agreement or the application thereof to any person or circumstances, shall to any extent be adjudged invalid, or unenforceable, void or voidable for any reason whatsoever by any court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

8. Headings. The captions and headings used throughout this agreement are for convenience or reference only, and the words contained therein shall not be deemed to affect the meaning of any provision of the scope or content of this agreement, nor in any way affect this agreement.

IN WITNESS WHEREOF, the parties hereto, by authorization of their respective Councils and/or Boards in duly convened open meetings, with copies hereof spread upon the minutes; affix the hand and seal of their respective designees, the day and year above written.

SO EXECUTED BY:

Pike County, Georgia (SEAL)

City of Williamson (SEAL)

By: *Doug Mangham*
Chairman Doug Mangham

By: *Steve Fry*
Mayor Steve Fry

Attest: _____
County Manager

Attest: *Clara Ann Yeoman*
CLARA ANN YEOMAN
Notary Public, Pike County, Georgia
My Commission Expires Sept. 21, 2012
Clerk

This was not executed by the City of Williamson in timely fashion. At the time they signed Steve Marro, the CM who structured this agreement, was no longer the CM. Current CM Bill Sawyer not expected to sign so attestation is left blank.

STATE OF GEORGIA

COUNTY OF PIKE

**2017 INTERGOVERNMENTAL AGREEMENT BETWEEN
PIKE COUNTY, GEORGIA, AND THE CITY OF ZEBULON, GEORGIA,
REGARDING THE PROVISION OF ADMINISTRATIVE SERVICES FOR
BUILDING, ZONING, AND DEVELOPMENT INCLUDING
PERMITTING, INSPECTIONS AND CODE ENFORCEMENT.**

This Intergovernmental Agreement is entered this the 13th day of September, 20 17 by and between **Pike County, Georgia**, a political subdivision of the State of Georgia, by and through the duly authorized governing authority of Pike County, Georgia, (hereinafter referred to as “Pike County”), and the **City of Zebulon**, a duly incorporated Georgia municipality wholly situated in Pike County, by and through the duly authorized governing authority of the City of Zebulon (hereinafter referred to as “Zebulon”).

WHEREAS, both Pike County and the City of Zebulon have the need for administrative services related to zoning, building, and development including permitting, inspections and code enforcement;

WHEREAS, the local governments of Pike County and the City of Zebulon, Georgia, desire to provide the services identified in this agreement to the citizens of Pike County and the City of Zebulon in such a manner as to avoid the duplication of services by the local governments and the double taxation of citizens of Pike County and Zebulon;

WHEREAS, pursuant to the mutual cooperation as intended by H.B. 489 and as required by the applicable regulations related to “Service Delivery Strategy” between local governments, Pike County and Zebulon intend to specify and detail through this Intergovernmental Agreement for the provision of administrative services related to

zoning, building, and development, including permitting, inspections and code enforcement, by Pike County, Georgia, within the municipal jurisdiction of the City of Zebulon;

NOW, THEREFORE, Pike County and the City of Zebulon, 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 Pike County shall provide administrative services related to zoning, building, and development, including permitting, inspections and code enforcement within the city limits of Zebulon as follows:

ADMINISTRATIVE SERVICES FOR ZONING, BUILDING AND DEVELOPMENT
INCLUDING PERMITTING, INSPECTIONS AND CODE ENFORCEMENT

1.

Pike County agrees to provide administrative services related to zoning, building and development including permitting, inspections and code enforcement that may arise within the municipal boundaries of the City of Zebulon and as may be otherwise requested by the City of Zebulon.

2.

Pike County shall be solely responsible for providing the total salary and/or compensation, employee benefits, workers' compensation, insurance, payment of social security tax, and all other compensation for the employees providing the administrative services pursuant to this Agreement.

3.

It is understood by the Parties that the City of Zebulon may contract with an individual/entity to serve as the City's Zoning Administrator. The services and compensation of any employed or contracted City Zoning Administrator are not covered by this Intergovernmental Agreement and shall be the sole responsibility of the City of Zebulon.

4.

It is further agreed that prior to the issuance of building permits and/or certificates of occupancy pursuant to this Agreement, Pike County will verify that all conditions precedent to the issuance of such permit and/or certificate have been met by the applicant. Examples of conditions precedent include, but are not limited to, the following: meeting all City standards and specifications as well as having the proper zoning, special exception, or variance; obtaining architectural design review and approval, development review and approval, and/or signage review and approval; and, the proof of payment of any and all required City's fees that may be applicable, such as City Engineer review fees, tap and meter fees, impact fees, zoning and variance fees, sign fees, and any other applicable city fees. Certification that the "conditions precedent", mentioned above and contemplated herein, have been satisfied may require the written certification, confirmation or documentation from the City Administrator, City Zoning Administrator, City Engineer, and/or City Attorney.

FEES ASSOCIATED WITH THE ADMINISTRATIVE SERVICES PROVIDED BY
THE COUNTY FOR ZONING AND BUILDING AND DEVELOPMENT INCLUDING
PERMITTING AND CODE ENFORCEMENT

5.

The fees collected by Pike County for the administrative services related to zoning, building and development provided by the County on behalf of the City of Zebulon pursuant to this Agreement shall include the standard fees required by the County for such services plus an additional Twenty-five Dollars (\$25.00), which addition \$25.00 will be forwarded to the City of Zebulon for the additional City administrative services necessary to effectuate this agreement. The additional administrative fee collected on behalf of the City of Zebulon shall be forwarded by the County to the City of Zebulon on at least a quarterly basis.

CODE ENFORCEMENT BY COUNTY PURSUANT TO THIS AGREEMENT

6.

The code enforcement services provided by Pike County pursuant to this Agreement and within the municipal limits and jurisdiction of the City shall include the base level of services provided by Pike County related to code enforcement in the unincorporated areas of Pike County. Specifically, the services shall include inspections and investigations, the issuances of written notices, warnings and corrective action plans, the issuance of citations for noncompliance, with the prosecution of cases in the Municipal Court of the City. If the City adopts the zoning, building and development regulations of Pike County, then the enforcement of violations pursuant to this Agreement may be effectuated in the Magistrate Court of Pike County contingent upon the further written agreement of the Parties that will require the formal approval of the Chief Magistrate of Pike County.

7.

The City will allow Pike County to perform code enforcement services within the municipal limits and jurisdiction of the City at the base level of code enforcement services provided by Pike County related to code enforcement in the unincorporated areas of Pike County. Specifically, the City will require the services to include the provision of inspections and investigations, the issuances of written notices, warnings and corrective action plans, the issuance of citations for noncompliance, with the prosecution of cases in the Municipal Court of the City. The City will cooperate with the officials of Pike County providing the code enforcement services, including but not limited to, the provision of background information and the identification of the applicable provisions of the City's codes, ordinances, resolutions and/or regulations in connection with the alleged violations and related prosecutions.

COMMUNICATIONS

8.

Communications regarding the services provided pursuant this Agreement shall be between the County Manager of Pike County and the City Administrator of the City of Zebulon.

MISCELLANEOUS PROVISIONS

9.

Term and Termination

This Intergovernmental Agreement shall be for an initial three (3) year period; except, however, either party may terminate this agreement by providing the other party

with written notice of termination, which shall be no less than sixty (60) days prior to the termination date.

10.

Assignment

Neither party hereto shall, without written consent of the other, assign or transfer this agreement or any rights or obligations hereunder.

11.

Modifications

The terms of this agreement shall not be altered, amended, or modified except in writing by the mutual consent of the parties.

12.

Construction under Georgia Law

This Agreement shall be construed under the laws of the State of Georgia.

13.

Notices

Any notice or communication hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, either first class, registered or certified, and addressed as follows:

As to Pike County:
Attn: County Manager
Pike County, Georgia
P.O. Box 377
Zebulon, Georgia 30295

As to City of Zebulon:
Attn: City Administrator
City of Zebulon
PO Box 385
Zebulon, GA 30295

14.

Counterparts

This agreement may be simultaneously executed in any number of counterparts, with each counterpart considered to be an original.

15.

Severability

If any one or more of the terms, provisions, promises, covenants or conditions of this agreement or the application thereof to any person or circumstances, shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by any court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this agreement shall not be affected thereby and shall be deemed valid and enforceable to the fullest extent permitted by law.

16.

Headings

The captions and headings used throughout this agreement are for convenience or reference only, and the words contained therein shall not be deemed to affect the meaning of any provision of the scope or content of this agreement, nor in any way affect this agreement.

IN WITNESS WHEREOF, the parties hereto, by authorization of their respective Board and Council, pursuant to duly convened open meetings with copies of this Agreement spread upon the minutes of the respective parties, do hereby affix the hand and seal of their respective designees, this the day and year as set forth above as follows:

(SIGNATURES ON FOLLOWING PAGE)

SO EXECUTED BY:

Pike County, Georgia

City of Zebulon

By: J. Briar Johnson
Chairman J. Briar Johnson

By: Bobby Blalock
Mayor Bobby Blalock

Attest: John Wayne
County Clerk

Attest: Randy G. Hutcherson
City Clerk

(SEAL)

(SEAL)



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:PIKE	Service:Fire Protection
--------------------	--------------------------------

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

- b.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

- c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):

- d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Pike County, City of Meansville**

- e.) Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes** (if "Yes," you must attach additional documentation as described, below)

- No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Pike County	General Fund
City of Meansville	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

In prior Service Delivery Strategy each City and the County had their own Fire Protection services. Now the County provides the service to the unincorporated areas and incorporated Concord, Molena, Williamson, and Zebulon. Mutual Aid and Intergovernmental Agreement with the City of Meansville.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Intergovernmental Agreement	Pike County & City of Concord	8-27-2009- Current
Intergovernmental Agreement	Pike County & City of Molena	9-24-2009- Current
Intergovernmental Agreement	Pike County & City of Williamson	3-3-1998- Current
Intergovernmental Agreement	Pike County & City of Zebulon	8-31-2009- Current
Intergovernmental Agreement	Pike County & City of Meansville	10-4-2011- Current
Automatic Aid Agreement	Pike County & City of Meansville	3-11-2015 Current

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

2010 Pike County Fire Department Ordinance - See Attached

7. Person completing form: **John Hanson, County Manager**
 Phone number: **770-567-3406** Date completed: 9/15/2017

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

STATE OF GEORGIA

COUNTY OF PIKE

2009 INTERGOVERNMENTAL AGREEMENT BETWEEN PIKE COUNTY, GEORGIA, AND THE CITY OF CONCORD, GEORGIA, FOR THE INCLUSION OF CONCORD IN THE PIKE COUNTY FIRE DISTRICT AND THE ACQUISITION OF CONCORD EQUIPMENT BY PIKE COUNTY

WHEREAS, this Intergovernmental Agreement is entered as of the 27 day of August 2009, by and between **Pike County, Georgia**, a political subdivision of the State of Georgia, by and through its duly authorized governing authority, the Board of Commissioners of Pike County, Georgia, (hereinafter referred to "Pike County") and the **City of Concord**, a Georgia municipal corporation wholly situated in Pike County, as approved by and through its duly authorized City Council (hereinafter referred to as "Concord"), and; and,

WHEREAS, Pike County, pursuant to Article IX, Section II, Paragraph VI of the Constitution of the State of Georgia, duly established by Ordinance a special fire district known as the Pike County Fire District for the provision and funding of countywide fire protection services within the Pike County Fire District; and,

WHEREAS, the establishment of the Pike County Fire District serves to assist Pike County and its municipalities in planning for and financing of fire protection services for the benefit of the public health, safety and general welfare of all citizens of Pike County and the various municipalities located therein including Concord; and,

WHEREAS, the establishment of the Pike County Fire District benefits not only citizens residing in the unincorporated area of Pike County, Georgia, but is also intended to benefit the citizens residing within the various municipalities located within Pike County, Georgia; and,

WHEREAS, Pike County and Concord desire to enter into this Intergovernmental Agreement pursuant to H.B. 489 in an effort to avoid the duplication of fire protection services within the boundaries of Pike County, Georgia including the municipal boundaries of Concord; and,

WHEREAS, it is the desire and intent of Pike County and Concord to include Concord and its municipal boundaries within the Pike County Fire District;

WHEREAS, it is the desire and intent of Pike County and Concord to provide the same level of fire services or better to the municipal boundaries of Concord by entering into this agreement; and,

WHEREFORE, Pike County and Concord, recognizing the mutual benefit of the citizens of Pike County and Concord, and in exchange of other good and valuable consideration as set forth herein, do hereby agree as follows:

CONCORD INCLUDED IN PIKE COUNTY FIRE DISTRICT

Concord, including all of the territory within the municipal boundaries of Concord, shall be included as part of the Pike County Fire District.

COLLECTION OF SPECIAL FIRE ASSESSMENTS

In accordance with the specific provisions of the Pike County Fire District Ordinance, special fire assessments shall be collected from the citizens within the Pike County Fire District. The proceeds from the assessments shall be used solely for the operation of the fire protections services within said district and shall include funding the specific items of operation set forth in the Pike County Fire District Ordinance.

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ACQUISITION OF CONCORD FIRE EQUIPMENT

Pike County intends to acquire and take immediate possession of all fire equipment, including but not limited to all Concord fire apparatus/vehicles and related equipment. The specific terms of the acquisition and possession by Pike County will be more specifically set forth in a separate written agreement between Pike County and Concord.

CONCORD FIRE PERSONNEL TO BECOME COUNTY FIRE PERSONNEL

It is the intent of the parties for existing Concord Fire Personnel, including the Fire Chief and Assistant Fire Chief of Concord, to become Pike County Fire Personnel as determined by the Pike County Fire Chief. Specifically, it is understood by the parties that the Pike County Fire Chief shall determine the chain of command for the Pike County Fire Department and Personnel.

DEDICATION OF FIRE PERSONNEL AND EQUIPMENT BY PIKE COUNTY

As provided by the Pike County Fire District Ordinance, Pike County shall provide fire prevention, EMA, EMS, Fire Fighting Services and Fire Fighting Operations as may be from time to time determined necessary within the Pike County Fire District.

Pike County further agrees to dedicate county fire personnel and the newest fire apparatus/equipment reasonably available to Pike County for the provision of fire protection services within that portion of the Pike County Fire District that includes the municipal boundaries of Concord.

It is intended that Pike County shall, at a minimum, maintain the same level of fire protection service as currently exists in Concord with the goal of improving the level of fire protection service throughout the Pike County Fire District.

Also, Pike County agrees to maintain fire protection facilities within Concord as long as Concord remains an incorporated municipality.

LEASE AGREEMENT FOR USE OF EXISTING CONCORD FACILITIES

Pike County agrees to lease the existing Concord Fire facility(ies). The specific terms of the lease agreement shall be more fully set forth in a separate written lease agreement between Pike County and Concord.

TRANSITION COMMITTEE

Pike County agrees to establish a Fire District Transition Committee comprised of the County Manager, the Pike County Fire Chief, and the Mayor of each municipality included in the Pike County Fire District. The Transition Committee is intended to provide a forum to exchange information and review the quality of fire protection services within the Pike County Fire District during the initial term of transition. It is intended by the Parties for the Transition Committee to meet at a minimum each quarter for the initial 12 months of transition with the option to continue meeting for additional periods as may be deemed beneficial by Pike County and the Transition Committee. The Parties agree, however, that the Transition Committee will not constitute an oversight committee and will not have any legislative authority.

INSURANCE ROLLBACK FEES

Pike County acknowledges that each municipality is entitled to the receipt of certain insurance fees also known as "rollback" fees pursuant to State Law. Pike County

further acknowledges that said Insurance Fees, or rollbacks, are municipal fees and will not be received by Pike County. This Acknowledgment by Pike County will not prevent, however, any portion of said municipal insurance fees to be offered by Concord to Pike County for the purposes of assisting with the funding of the Fire Protection Services set forth in this intergovernmental agreement and as may be approved by Concord and authorized by State and Local law.

MISCELLANEOUS

1. Term. The term of the agreement shall commence as of the date of the execution by the parties hereto and shall continue until Pike County amends or modifies its Pike County Fire District Ordinance, or by other formal Pike County action, whereby the provision of fire protection services to the Pike County Fire District is eliminated. In no event shall this term exceed fifty (50) years from the initial date of execution hereto.

2. Mutual Termination or Termination by Concord. It is understood that the parties may terminate this agreement by mutual agreement. It is further understood that Concord shall have the right to terminate this agreement in order to provide a higher level of fire protection services within the municipal boundaries of Concord. Concord shall provide Pike County written notice of its intended termination of this agreement no later than four (4) months before the end of the calendar year preceding the intended termination (e.g., by August 31st) so that Pike County shall have reasonably sufficient time and opportunity to have Concord removed from the Pike County Fire District and the collection of the special fire assessments.

3. Assignment. Neither party hereto shall, without written consent of the other, assign or transfer this agreement or any rights or obligations hereunder.

4. Modifications. The terms of this agreement shall not be altered, amended, or modified except in writing signed by duly authorized officers of the parties hereto.

5. Construction Under Georgia Law. This Agreement shall be construed under the laws of the State of Georgia.

6. Notice. Any notice or communication hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, registered or certified, addressed as follows:

As to Pike County:

Pike County, Georgia
P.O. Box 377
Concord, Georgia 30295

As to City of Concord:

City of Concord
P.O. Box 247
Concord, Georgia 30295
Attn: Mayor and City Council

7. Counterparts. This agreement may be simultaneously executed in any number of counterparts, with each counterpart considered to be an original.

8. Severability. If any one or more of the terms, provisions, promises, covenants or conditions of this agreement or the application thereof to any person or circumstances, shall to any extent be adjudged invalid, or unenforceable, void or voidable for any reason whatsoever by any court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this agreement shall

not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

9. Headings. The captions and headings used throughout this agreement are for convenience or reference only, and the words contained therein shall not be deemed to affect the meaning of any provision of the scope or content of this agreement, nor in any way affect this agreement.

10. Dispute Resolution. The parties agree to make reasonable efforts to resolve any disputes arising out of this agreement first through mediation then through arbitration as a condition precedent to filing any legal action.

IN WITNESS HEREOF, the parties hereto, by authorization of their respective Boards and/or Council in duly convened open meetings, with copies hereof spread upon the minutes; affix the hand and seal of their respective designees, the day and year above written.

SO EXECUTED BY:

Pike County, Georgia (SEAL)

City of Concord (SEAL)

By: Doug Mangham
Chairman Doug Mangham

By: Charles M. Story
Mayor Charles M. Story

Attest: Stephen O. Moran
County Manager

Attest: Carolyn Clifford
Clerk

STATE OF GEORGIA

COUNTY OF PIKE

2009 INTERGOVERNMENTAL AGREEMENT BETWEEN PIKE COUNTY, GEORGIA, AND THE CITY OF MOLENA, GEORGIA, FOR THE INCLUSION OF MOLENA IN THE PIKE COUNTY FIRE DISTRICT AND THE ACQUISITION OF MOLENA EQUIPMENT BY PIKE COUNTY

WHEREAS, this Intergovernmental Agreement is entered as of the 24 day of September 2009, by and between **Pike County, Georgia**, a political subdivision of the State of Georgia, by and through its duly authorized governing authority, the Board of Commissioners of Pike County, Georgia, (hereinafter referred to "Pike County") and the **City of Molena**, a Georgia municipal corporation wholly situated in Pike County, as approved by and through its duly authorized City Council (hereinafter referred to as "Molena"), and; and,

WHEREAS, Pike County, pursuant to Article IX, Section II, Paragraph VI of the Constitution of the State of Georgia, duly established by Ordinance a special fire district known as the Pike County Fire District for the provision and funding of countywide fire protection services within the Pike County Fire District; and,

WHEREAS, the establishment of the Pike County Fire District serves to assist Pike County and its municipalities in planning for and financing of fire protection services for the benefit of the public health, safety and general welfare of all citizens of Pike County and the various municipalities located therein including Molena; and,

WHEREAS, the establishment of the Pike County Fire District benefits not only citizens residing in the unincorporated area of Pike County, Georgia, but is also intended to benefit the citizens residing within the various municipalities located within Pike County, Georgia; and,

WHEREAS, Pike County and Molena desire to enter into this Intergovernmental Agreement pursuant to H.B. 489 in an effort to avoid the duplication of fire protection services within the boundaries of Pike County, Georgia including the municipal boundaries of Molena; and,

WHEREAS, it is the desire and intent of Pike County and Molena to include Molena and its municipal boundaries within the Pike County Fire District;

WHEREAS, it is the desire and intent of Pike County and Molena to provide the same level of fire services or better to the municipal boundaries of Molena by entering into this agreement; and,

WHEREFORE, Pike County and Molena, recognizing the mutual benefit of the citizens of Pike County and Molena, and in exchange of other good and valuable consideration as set forth herein, do hereby agree as follows:

MOLENA INCLUDED IN PIKE COUNTY FIRE DISTRICT

Molena, including all of the territory within the municipal boundaries of Molena, shall be included as part of the Pike County Fire District.

COLLECTION OF SPECIAL FIRE ASSESSMENTS

In accordance with the specific provisions of the Pike County Fire District Ordinance, special fire assessments shall be collected from the citizens within the Pike County Fire District. The proceeds from the assessments shall be used solely for the operation of the fire protections services within said district and shall include funding the specific items of operation set forth in the Pike County Fire District Ordinance.

ACQUISITION OF MOLENA FIRE EQUIPMENT

Pike County intends to acquire and take immediate possession of all fire equipment, including but not limited to all Molena fire apparatus/vehicles and related equipment. The specific terms of the acquisition and possession by Pike County will be more specifically set forth in a separate written agreement between Pike County and Molena.

MOLENA FIRE PERSONNEL TO BECOME COUNTY FIRE PERSONNEL

It is the intent of the parties for existing Molena Fire Personnel, including the Fire Chief and Assistant Fire Chief of Molena, to become Pike County Fire Personnel as determined by the Pike County Fire Chief. Specifically, it is understood by the parties that the Pike County Fire Chief shall determine the chain of command for the Pike County Fire Department and Personnel.

DEDICATION OF FIRE PERSONNEL AND EQUIPMENT BY PIKE COUNTY

As provided by the Pike County Fire District Ordinance, Pike County shall provide fire prevention, EMA, EMS, Fire Fighting Services and Fire Fighting Operations as may be from time to time determined necessary within the Pike County Fire District.

Pike County further agrees to dedicate county fire personnel and the newest fire apparatus/equipment reasonably available to Pike County for the provision of fire protection services within that portion of the Pike County Fire District that includes the municipal boundaries of Molena.

It is intended that Pike County shall, at a minimum, maintain the same level of fire protection service as currently exists in Molena with the goal of improving the level of fire protection service throughout the Pike County Fire District.

Also, Pike County agrees to maintain fire protection facilities within Molena as long as Molena remains an incorporated municipality.

LEASE AGREEMENT FOR USE OF EXISTING MOLENA FACILITIES

Pike County agrees to lease the existing Molena Fire facility(ies) and future facilities. The specific terms of the lease agreement shall be more fully set forth in a separate written lease agreement between Pike County and Molena.

TRANSITION COMMITTEE

Pike County agrees to establish a Fire District Transition Committee comprised of the County Manager, the Pike County Fire Chief, and the Mayor of each municipality included in the Pike County Fire District. The Transition Committee is intended to provide a forum to exchange information and review the quality of fire protection services within the Pike County Fire District during the initial term of transition. It is intended by the Parties for the Transition Committee to meet at a minimum each quarter for the initial 12 months of transition with the option to continue meeting for additional periods as may be deemed beneficial by Pike County and the Transition Committee. The Parties agree, however, that the Transition Committee will not constitute an oversight committee and will not have any legislative authority.

INSURANCE ROLLBACK FEES

Pike County acknowledges that each municipality is entitled to the receipt of certain insurance fees also known as "rollback" fees pursuant to State Law. Pike County

further acknowledges that said Insurance Fees, or rollbacks, are municipal fees and will not be received by Pike County. This Acknowledgment by Pike County will not prevent, however, any portion of said municipal insurance fees to be offered by Molena to Pike County for the purposes of assisting with the funding of the Fire Protection Services set forth in this intergovernmental agreement and as may be approved by Molena and authorized by State and Local law.

MISCELLANEOUS

1. Term. The term of the agreement shall commence as of the date of the execution by the parties hereto and shall continue until Pike County amends or modifies its Pike County Fire District Ordinance, or by other formal Pike County action, whereby the provision of fire protection services to the Pike County Fire District is eliminated. In no event shall this term exceed fifty (50) years from the initial date of execution hereto.

2. Mutual Termination or Termination by Molena. It is understood that the parties may terminate this agreement by mutual agreement. It is further understood that Molena shall have the right to terminate this agreement in order to provide a higher level of fire protection services within the municipal boundaries of Molena. Molena shall provide Pike County written notice of its intended termination of this agreement no later than four (4) months before the end of the calendar year preceding the intended termination (e.g., by August 31st) so that Pike County shall have reasonably sufficient time and opportunity to have Molena removed from the Pike County Fire District and the collection of the special fire assessments.

3. Assignment. Neither party hereto shall, without written consent of the other, assign or transfer this agreement or any rights or obligations hereunder.

4. Modifications. The terms of this agreement shall not be altered, amended, or modified except in writing signed by duly authorized officers of the parties hereto.

5. Construction Under Georgia Law. This Agreement shall be construed under the laws of the State of Georgia.

6. Notice. Any notice or communication hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, registered or certified, addressed as follows:

As to Pike County:

Pike County, Georgia
P.O. Box 377
Molena, Georgia 30295

As to City of Molena:

City of Molena
P.O. Box 247
Molena, Georgia 30295
Attn: Mayor and City Council

7. Counterparts. This agreement may be simultaneously executed in any number of counterparts, with each counterpart considered to be an original.

8. Severability. If any one or more of the terms, provisions, promises, covenants or conditions of this agreement or the application thereof to any person or circumstances, shall to any extent be adjudged invalid, or unenforceable, void or voidable for any reason whatsoever by any court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this agreement shall

not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

9. Headings. The captions and headings used throughout this agreement are for convenience or reference only, and the words contained therein shall not be deemed to affect the meaning of any provision of the scope or content of this agreement, nor in any way affect this agreement.

10. Dispute Resolution. The parties agree to make reasonable efforts to resolve any disputes arising out of this agreement first through mediation then through arbitration as a condition precedent to filing any legal action.

IN WITNESS HEREOF, the parties hereto, by authorization of their respective Boards and/or Council in duly convened open meetings, with copies hereof spread upon the minutes; affix the hand and seal of their respective designees, the day and year above written.

SO EXECUTED BY:

Pike County, Georgia (SEAL)

City of Molena (SEAL)

By: Doug Mangham
Chairman Doug Mangham

By: Elizabeth Anne Barker
Mayor/Elizabeth Anne Barker

Attest: Stephen A. Marro
County Manager

Attest: Heidi Beckler
Clerk

STATE OF GEORGIA,

PIKE COUNTY:

**INTERGOVERNMENTAL AGREEMENT FOR THE
PROVISION OF FIRE PROTECTIVE SERVICES
BETWEEN PIKE COUNTY, GEORGIA,
AND
THE CITY OF WILLIAMSON, GEORGIA**

THIS AGREEMENT, made and entered this 3rd day of March, 1998 by and between PIKE COUNTY, GEORGIA, a political subdivision of the State of Georgia (hereafter "Pike County"), and the CITY OF WILLIAMSON, GEORGIA, a municipal corporation organized and existing under the laws of the State of Georgia (hereafter "Williamson"), provides as follows:

WHEREAS, both Pike County (pursuant to general statutory state law) and Williamson (pursuant to general statutory state law and its Charter) are empowered pursuant to their general police power to operate and maintain a public fire department for protection of the health, safety and welfare of the citizens within each jurisdiction;

WHEREAS, Williamson agrees to transfer the operation and equipment used by its local fire department to Pike County Volunteer Fire Department. The Pike County Volunteer Fire

agrees to accept receipt of the equipment used by Williamson's local fire department and further agrees to maintain and provide fire protection services within Pike County including the municipality boundaries of Williamson;

Pike County agrees to fund the cost of operation and all ongoing maintenance cost.

At any time this contract can be terminated by either party with one (1) year's notice.

Pike County will continue fire department services during the interim period until resolution of stated termination of contract.

Time is of the essence of this contract.

The provisions of this contract are hereby deemed and declared to be severable. If any provisions of this contract, or the application of any provisions to any circumstances, is held to be unconstitutional, unenforceable or invalid, for any reason, the remaining terms, conditions and obligations contained herein shall not be affected thereby and this contract shall otherwise remain in full force and effect.

IN WITNESS THEREOF, the parties hereto, acting through the duly authorized and empowered Chairman or Mayor of the respective governing authority, as attested to by its respective Clerk of Secretary, have executed this Contract, in duplicate originals, under their respective seals, the day and year first above written.

STATE OF GEORGIA

COUNTY OF PIKE

2009 INTERGOVERNMENTAL AGREEMENT BETWEEN PIKE COUNTY, GEORGIA, AND THE CITY OF ZEBULON, GEORGIA, FOR THE INCLUSION OF ZEBULON IN THE PIKE COUNTY FIRE DISTRICT AND THE ACQUISITION OF ZEBULON EQUIPMENT BY PIKE COUNTY

WHEREAS, this Intergovernmental Agreement is entered as of the 31 day of August 2009, by and between **Pike County, Georgia**, a political subdivision of the State of Georgia, by and through its duly authorized governing authority, the Board of Commissioners of Pike County, Georgia, (hereinafter referred to "Pike County") and the **City of Zebulon**, a Georgia municipal corporation wholly situated in Pike County, as approved by and through its duly authorized City Council (hereinafter referred to as "Zebulon"), and; and,

WHEREAS, Pike County, pursuant to Article IX, Section II, Paragraph VI of the Constitution of the State of Georgia, duly established by Ordinance a special fire district known as the Pike County Fire District for the provision and funding of countywide fire protection services within the Pike County Fire District; and,

WHEREAS, the establishment of the Pike County Fire District serves to assist Pike County and its municipalities in planning for and financing of fire protection services for the benefit of the public health, safety and general welfare of all citizens of Pike County and the various municipalities located therein including Zebulon; and,

WHEREAS, the establishment of the Pike County Fire District benefits not only citizens residing in the unincorporated area of Pike County, Georgia, but is also intended to benefit the citizens residing within the various municipalities located within Pike County, Georgia; and,

WHEREAS, Pike County and Zebulon desire to enter into this Intergovernmental Agreement pursuant to H.B. 489 in an effort to avoid the duplication of fire protection services within the boundaries of Pike County, Georgia including the municipal boundaries of Zebulon; and,

WHEREAS, it is the desire and intent of Pike County and Zebulon to include Zebulon and its municipal boundaries within the Pike County Fire District;

WHEREAS, it is the desire and intent of Pike County and Zebulon to provide the same level of fire services or better to the municipal boundaries of Zebulon by entering into this agreement; and,

WHEREFORE, Pike County and Zebulon, recognizing the mutual benefit of the citizens of Pike County and Zebulon, and in exchange of other good and valuable consideration as set forth herein, do hereby agree as follows:

ZEBULON INCLUDED IN PIKE COUNTY FIRE DISTRICT

Zebulon, including all of the territory within the municipal boundaries of Zebulon, shall be included as part of the Pike County Fire District.

COLLECTION OF SPECIAL FIRE ASSESSMENTS

In accordance with the specific provisions of the Pike County Fire District Ordinance, special fire assessments shall be collected from the citizens within the Pike County Fire District. The proceeds from the assessments shall be used solely for the operation of the fire protections services within said district and shall include funding the specific items of operation set forth in the Pike County Fire District Ordinance.

ACQUISITION OF ZEBULON FIRE EQUIPMENT

Pike County intends to acquire and take immediate possession of all fire equipment, including but not limited to all Zebulon fire apparatus/vehicles and related equipment. The specific terms of the acquisition and possession by Pike County will be more specifically set forth in a separate written agreement between Pike County and Zebulon.

ZEBULON FIRE PERSONNEL TO BECOME COUNTY FIRE PERSONNEL

It is the intent of the parties for existing Zebulon Fire Personnel, including the Fire Chief and Assistant Fire Chief of Zebulon, to become Pike County Fire Personnel as determined by the Pike County Fire Chief. Specifically, it is understood by the parties that the Pike County Fire Chief shall determine the chain of command for the Pike County Fire Department and Personnel.

DEDICATION OF FIRE PERSONNEL AND EQUIPMENT BY PIKE COUNTY

As provided by the Pike County Fire District Ordinance, Pike County shall provide fire prevention, EMA, EMS, Fire Fighting Services and Fire Fighting Operations as may be from time to time determined necessary within the Pike County Fire District.

Pike County further agrees to dedicate county fire personnel and the newest fire apparatus/equipment reasonably available to Pike County for the provision of fire protection services within that portion of the Pike County Fire District that includes the municipal boundaries of Zebulon.

It is intended that Pike County shall, at a minimum, maintain the same level of fire protection service as currently exists in Zebulon with the goal of improving the level of fire protection service throughout the Pike County Fire District.

Also, Pike County agrees to maintain fire protection facilities within Zebulon as long as Zebulon remains an incorporated municipality.

LEASE AGREEMENT FOR USE OF EXISTING ZEBULON FACILITIES

Pike County agrees to lease the existing Zebulon Fire and EMS facility(ies). The specific terms of the lease agreement shall be more fully set forth in a separate written lease agreement between Pike County and Zebulon.

TRANSITION COMMITTEE

Pike County agrees to establish a Fire District Transition Committee comprised of the County Manager, the Pike County Fire Chief, and the Mayor of each municipality included in the Pike County Fire District. The Transition Committee is intended to provide a forum to exchange information and review the quality of fire protection services within the Pike County Fire District during the initial term of transition. It is intended by the Parties for the Transition Committee to meet at a minimum each quarter for the initial 12 months of transition with the option to continue meeting for additional periods as may be deemed beneficial by Pike County and the Transition Committee. The Parties agree, however, that the Transition Committee will not constitute an oversight committee and will not have any legislative authority.

INSURANCE ROLLBACK FEES

Pike County acknowledges that each municipality is entitled to the receipt of certain insurance fees also known as "rollback" fees pursuant to State Law. Pike County

further acknowledges that said Insurance Fees, or rollbacks, are municipal fees and will not be received by Pike County. This Acknowledgment by Pike County will not prevent, however, any portion of said municipal insurance fees to be offered by Zebulon to Pike County for the purposes of assisting with the funding of the Fire Protection Services set forth in this intergovernmental agreement and as may be approved by Zebulon and authorized by State and Local law.

MISCELLANEOUS

1. Term. The term of the agreement shall commence as of the date of the execution by the parties hereto and shall continue until Pike County amends or modifies its Pike County Fire District Ordinance, or by other formal Pike County action, whereby the provision of fire protection services to the Pike County Fire District is eliminated. In no event shall this term exceed fifty (50) years from the initial date of execution hereto.

2. Mutual Termination or Termination by Zebulon. It is understood that the parties may terminate this agreement by mutual agreement. It is further understood that Zebulon shall have the right to terminate this agreement in order to provide a higher level of fire protection services within the municipal boundaries of Zebulon. Zebulon shall provide Pike County written notice of its intended termination of this agreement no later than four (4) months before the end of the calendar year preceding the intended termination (e.g., by August 31st) so that Pike County shall have reasonably sufficient time and opportunity to have Zebulon removed from the Pike County Fire District and the collection of the special fire assessments.

3. Assignment. Neither party hereto shall, without written consent of the other, assign or transfer this agreement or any rights or obligations hereunder.

4. Modifications. The terms of this agreement shall not be altered, amended, or modified except in writing signed by duly authorized officers of the parties hereto.

5. Construction Under Georgia Law. This Agreement shall be construed under the laws of the State of Georgia.

6. Notice. Any notice or communication hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, registered or certified, addressed as follows:

As to Pike County:

Pike County, Georgia
P.O. Box 377
Zebulon, Georgia 30295

As to City of Zebulon:

City of Zebulon
P.O. Box 385
Zebulon, Georgia 30295
Attn: Mayor and City Council

7. Counterparts. This agreement may be simultaneously executed in any number of counterparts, with each counterpart considered to be an original.

8. Severability. If any one or more of the terms, provisions, promises, covenants or conditions of this agreement or the application thereof to any person or circumstances, shall to any extent be adjudged invalid, or unenforceable, void or voidable for any reason whatsoever by any court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this agreement shall

not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

9. Headings. The captions and headings used throughout this agreement are for convenience or reference only, and the words contained therein shall not be deemed to affect the meaning of any provision of the scope or content of this agreement, nor in any way affect this agreement.

10. Dispute Resolution. The parties agree to make reasonable efforts to resolve any disputes arising out of this agreement first through mediation then through arbitration as a condition precedent to filing any legal action.

IN WITNESS HEREOF, the parties hereto, by authorization of their respective Boards and/or Council in duly convened open meetings, with copies hereof spread upon the minutes; affix the hand and seal of their respective designees, the day and year above written.

SO EXECUTED BY:

Pike County, Georgia (SEAL)

City of Zebulon (SEAL)

By: Doug Mangham
Chairman Doug Mangham

By: Mike Beres
Mayor Mike Beres

Attest: Stephen C. Manno
County Manager

Attest: Sue Frank
Clerk

Intergovernmental Agreement

This Intergovernmental Agreement made this 4th day of October, 2011 by and between the City of Meansville, Georgia, a chartered municipality of the State of Georgia, (Hereinafter the "City") and Pike County, Georgia a corporate entity of the State of Georgia, (hereinafter the "County").

WITNESSETH:

WHEREAS, the City and the County have entered into an "Automatic Aid Agreement" and a "Memorandum of Understanding" pertaining to the City of Meansville Volunteer Fire Department;

WHEREAS, the City and the County both desire for the City of Meansville Volunteer Fire Department to be maintained and operated at a high standard of efficiency, ready to promptly respond to all fire calls in the City limits as well as the areas in the County that are in the immediate area of the City or as may be covered by the Automatic Aid Agreement and Memorandum of Understanding mentioned above; and,

WHEREAS, the County is desirous of making an annual contribution to the City of Meansville in order to assist the City in maintaining a full service fire department.

NOW THEREFORE, in consideration of the mutual benefits to both the City and the County and for other good and valuable consideration the receipt of which is hereby acknowledged the parties hereto do hereby agree as follows:

1.01 Maintenance and Operation of Meansville Volunteer Fire Department:

The City agrees to maintain a City Volunteer Fire Department that is properly equipped and ready to respond to all Fire and Emergency calls.

1.02 Financial Contributions:

A. Amounts:

1. By the County: In consideration of agreement by the Mayor and City Council of the City of Meansville to continue to operate and maintain the City's Volunteer Fire Department and in order to assure that the City's Volunteer Fire Department continues to be operated at a high standard of efficiency and readiness the County agrees to contribute an annual sum of \$5,000 to the City. This sum is to be used by the City solely for and in connection with costs incurred by the City for maintenance, services, repairing, replacing, calibrating and updating the City's fire fighting vehicles, equipment, apparatus, hoses, siren warning equipment, defibrillators, respirators, protective clothing and other firefighting related items including for such first aid stretchers, equipment and such other apparatus as may be necessary for protection of life and limb including such equipment for emergency treatment for injuries such as for smoke inhalation, heart condition, burns, etc.

2. By the City: The City agrees to match the County's \$5,000.00 annual contribution.

B. Date of Payment:

The Mayor and City Council of the City of Meansville acknowledge that the County has already made the \$5,000 payment to the City for the year 2011. For each year hereafter, unless this agreement should be terminated by either party, the County agrees to continue to make an annual contribution in the amount of \$5,000 payable on or before the 15th day of January of each year. Accordingly, the next payment would be due on or before the 15th day of January 2012 and each year thereafter and continuing until such time as the Automatic Aid Agreement and the Memorandum of Understanding may be terminated by either of the respective parties.

1.03 ISO:

The City and County agree to cooperate with each other in addressing insurance carrier ISO ratings.

1.04 Medical Call Responses:

The County agrees, in connection with the responses made by the City of Meansville Volunteer Fire Department to medical emergency calls, that the City of Meansville Volunteer Fire Department will be covered under the County's medical response license.

1.05 Disputes:

The parties agree with regard to any disputes that may arise between the parties hereto in connection with any matters as set forth in either the separate "Automatic Aid Agreement" or with the separate "Memorandum of Understanding" or with this "Intergovernmental Agreement", pertaining to the City of Meansville Volunteer Fire Department that any such disputes will be resolved by negotiation between the Mayor on behalf of the City of Meansville subject, as may be necessary, to the approval of the City Council for the City of Meansville and by the County Manager, subject as may be necessary to the approval of the County Board of Commissioners.

1.06 Revisions/Modifications:

This Intergovernmental Agreement may be revised, modified or amended by the written agreement of the parties.

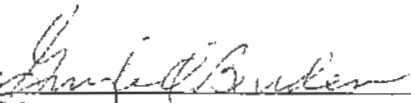
1.07 Termination:

This agreement may be terminated by either party in the event the Automatic Aid Agreement and/or the Memorandum of Understanding is/are terminated. This agreement may also be terminated by either party by providing at least thirty (30) days prior written

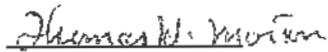
notice. Said termination, unless otherwise provided, shall occur at the end of the calendar year in which the notice was so provided.

Signed this 4th day of October, 2011


The City of Meansville

By: 
Mayor


Attest:


City Clerk
City of Meansville

Pike County

By: 
County Manager

Attest:


County Clerk



**2015 AUTOMATIC AID AGREEMENT
BETWEEN PIKE COUNTY, GEORGIA AND CITY OF MEANSVILLE, GEORGIA**

WHEREAS, Pike County provides emergency services including fire-fighting services through the geographical boundaries of Pike County, Georgia;

WHEREAS, the City of Meansville is a duly incorporated municipality located within the geographical boundaries of Pike County, Georgia;

WHEREAS, the City of Meansville operates and maintains the Meansville Fire Department that also provides emergency services including fire-fighting services within the geographical boundaries of Meansville, Georgia;

WHEREAS, Pike County, Georgia and the City of Meansville, Georgia desire to enter into this Automatic Aid Agreement to provide for the implementation and clarification of procedures related to the provision of automatic assistance response between Pike County Emergency Services including the Pike County Fire Department (hereinafter referred to as "Pike County") and the City of Meansville Fire Department (hereinafter referred to as "Meansville").

WHEREFORE, Pike County and Meansville agree as follows:

Amount and Type of Assistance

This Agreement is for the automatic exchange of fire and/or EMS services in the specified response areas set forth below. Fire and/or EMS services may include, but shall not be limited to services related to the following: structure fires, requests for emergency medical services, reported hazardous material incidents, smoke or odor investigations, motor vehicle crashes and any other incidents as may be deemed appropriate, particularly as may be related to calls received by the Pike County Communications Center.

Upon receipt of the call(s) related to the dual response area set forth below, the Pike County Communications Center (911 Center) shall dispatch both Pike County and Meansville to the calls received at any time 24 hours a day and 7 days a week.

Dual Response Areas

This Agreement is intended for the provisions of automatic aid between the parties for all addresses or occupancies within the geographical boundaries of both Pike County and Meansville.

Limitations

If the agreed upon response from either department is not available or is temporarily depleted, the assisting department need not respond. However, if a fill-in company is in quarters at a fire station, which is part of the Agreement, that company will respond. If the response is not available, the other party will be notified immediately.

Training

Joint framing exercises are to be conducted, at a minimum, semiannually. The teaming exercises will be coordinated and observed by the respective department Chief or Designee, for the purpose of maintaining coordination in firefighting procedures, dispatching and communications. The following topics may be utilized for the establishment of training parameters, when applicable:

- Apparatus Familiarization
- Coordination of Engine Companies and MICUs
- EMS Procedures
- Equipment/Minor Tools Carried
- Incident Command System
- Communications Manual of Procedures
- Tactics
- Use of Water Additives
- Water Management during Fire Incidents
- Additional subject matter based upon agreement between the Chiefs of each department

Parties shall not perform training of any type in the other party's jurisdiction without proper notification and permission in writing. Any such framing will be coordinated and observed by the respective department Chief or Designee.

Both parties shall agree that respective Workers' Compensation insurance will cover personnel during any and all joint training sessions.

Communications

Communications will be managed by Pike County E911. Communications from Pike County E911 center to mobile units will be on frequencies as currently utilized by both departments.

All communications will utilize NIMS-compliant plain language, i.e., no "10 codes" will be used by personnel of either department.

Both parties will develop a standardized numbering system for both personnel and apparatus.

Radios necessary for communications will be responsibility of each department. Maintenance (to include programming), training, and replacement of radios will be the responsibility of the department that owns the radios.

Incident Command

For all calls outside of the geographical boundaries of the City of Meansville, Pike County will assume command of the incident pursuant to the protocols adopted by Pike County. For all calls within the geographical boundaries of the City of Meansville, any officer that first arrives on scene will assume command until such time as Meansville can assume command pursuant to the protocols adopted by Meansville.

For clarification purposes, the ranking officer of respective departments that has assumed command of any incident shall exercise sole control over the personnel on scene. This officer shall respond to requests based upon needs that are clearly communicated and received by the command officer.

Accountability of Personnel

Both parties recognize the inherent need for accountability of personnel on incident scenes. Each party will be responsible for utilizing their own accountability system and updating it on incident scenes.

To ensure working knowledge of the accountability systems of the other party, both parties will notify the other of details of their accountability system in writing. Such shall be attached as an addendum to this Agreement.

To prevent confusion regarding administrative matters or on incident scenes, personnel shall be a member or only-one department.

Identification of Personnel and Rank

Each party shall provide the other with a personnel roster to include radio number, rank, and certification(s). As rosters are updated, parties will provide the other in a timely a manner as possible.

Both parties shall define identifying insignia and/or equipment worn by personnel. This includes helmet placards, helmet stickers, identification tapes, helmet color, and/or helmet type.

Incident Reporting

Each department will be responsible for obtaining needed information to complete reports for incidents within their respective jurisdictions. Assisting units shall cooperate with jurisdictional units to provide necessary information,

Reports shall be made available, free of charge, to the other party. Requests for reports will be filled within two (2) business days.

Reports will be available to citizens and insurance companies according to local policy or ordinance. Said requests for reports will be filled in accordance with the requirements of state or local law.

Insurance Services Organization (ISO) Rating

Each party is responsible for maintaining ratings as classified by the Insurance Services Organization (ISO). To this end, each department is responsible for the purchase and maintenance of all apparatus and equipment necessary to maintain ISO ratings.

Inherent to this agreement is the extension of ISO ratings to citizens across jurisdictional lines. Both parties shall provide necessary information to insurers and/or underwriters to benefit such citizens. Such requests will be filled within five (5) working days.

Billing of Third Parties

Neither party shall bill victims of fire, disaster, or conflagration outside their respective jurisdiction for services, damaged equipment, and/or depleted supplies. The exception is persons transported by ambulance in ambulance(s) that are owned and operated by either party.

Revisions

This Agreement may be revised or amended at any time by mutual agreement of Pike County and Meansville.

Termination

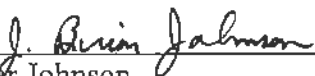
Either party may withdraw from or terminate this Agreement upon the provision of sixty (60) days prior written notice to the other party by certified mail.

Prior Agreements

This 2015 Automatic Aid Agreement is intended to supersede and replace all previous automatic aid agreements between the parties. This Agreement, however, is not intended to supersede or replace other intergovernmental agreements past, present or future between the parties that do not pertain specifically to the provision of automatic aid as set forth in this Agreement.

THIS AUTOMATIC AID AGREEMENT IS ENTERED INTO BY PIKE COUNTY AND MEANSVILLE AS EVIDENCED BY THE SIGNATURES BELOW:

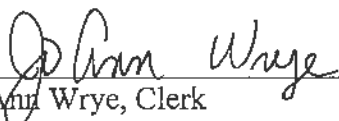
FOR PIKE COUNTY,



J. Brian Johnson
Chairman, Board of Commissioners, Pike County

Date 3.11.2015

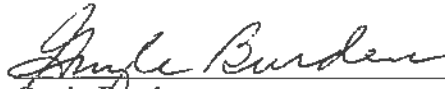
Attested to by: (SEAL)



JoAnn Wrye, Clerk

Pike County

FOR THE CITY OF MEANSVILLE,

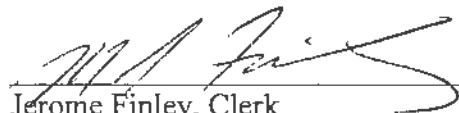


Gayle Burden
Mayor, City of Meansville

Date March 9, 2015

Attested to by:

(SEAL)



Jerome Finley, Clerk
City of Meansville

TITLE III: ADMINISTRATION

Chapter 32

Police and Fire Department

CHAPTER 32: POLICE AND FIRE DEPARTMENT

Section

- 32.01 County Police Department
- 32.02 Police & Fire Department
- 32.03 Mutual aid and automatic fire alarm agreement

§ 32.01 COUNTY POLICE DEPARTMENT

- (A) It is so resolved that there be established a Pike County Police Department to consist of such number of qualified personnel as the Board of Commissioners of Pike County may, from time to time, deem necessary to appoint.
- (B) County Police appointed by this Board shall serve at the pleasure of the Board, shall post a good and solvent bond as set forth in Ga. Code, § 36-8-3, shall be governed by such rules and regulations as shall from time to time be promulgated by this Board and shall be paid from the County Treasury in such amounts as this Board shall set from time to time. (Res. passed 8-14-85)

§ 32.02 POLICE AND FIRE DEPARTMENT

- (A) Fire Prevention, Fire Fighting and Related Services.
Pike County shall provide fire prevention, firefighting and other fire/emergency related services within the geographical boundaries of Pike County, Georgia, including within the various municipalities within Pike County as may be authorized by law and/or agreement. The services may include fire prevention, EMA, EMS, firefighting services and operations as such may be deemed necessary and reasonable including services by contract or in cooperation with any municipality located within Pike County or in cooperation with any other fire protection entity or emergency service provider.
- (B) State Compliance of Minimum Standards.
Pike County shall adhere to the minimum requirements for such a fire department as set forth by the State in OCGA 25-3-20 et seq. As of the date of the adoption of this ordinance, Pike County has received and maintained certifications of state compliance for all of the various Pike County Fire Stations (Stations 1,2,3,5,6,7, and 8).
- (C) Provision of Fire Prevention, Fire Fighting and other Fire/Emergency Related Services to Municipalities or Other Areas and/or Providers.
Pike County previously entered into intergovernmental agreements with the municipalities of Zebulon, Concord and Molena for the provision of fire prevention and firefighting services by the Pike County Fire Department within the respective boundaries of each municipality. Pike County hereby expresses its intent to ratify the existing intergovernmental agreements between Pike County and the cities of Zebulon, Concord and Molena by the adoption of this ordinance. Accordingly, the Pike County Fire Department shall continue to provide fire prevention and firefighting services as defined in Paragraph (A) of this section within the geographical boundaries of the City of Zebulon, the City of Concord and the City of Molena as well as within the unincorporated areas of Pike County, Georgia. In addition, the Pike County Fire Department may provide fire prevention, firefighting and other fire/emergency related services to any other area(s) as may be authorized by law and/or by agreement.

- (D) Fire Department Policies, Procedures, Rules and/or Regulations.
The Pike County Board of Commissioners authorize the adoption of policies, procedures, rules and/or regulations by the Pike County Fire Department related to the provisions of fire prevention, firefighting and other fire/emergency related services as set defined herein subject the review of such policies, procedures, rules and/or regulations by the Board of Commissioners and County Manager.
 - (E) Oversight of Fire Department by County Manager.
As with any other County department, the County Manager shall have oversight of the Pike County Fire Department, including but not limited to financial, budgetary and personnel related issues.
 - (F) Repealer.
All ordinances or parts of this ordinance in conflict with this ordinance are hereby repealed.
 - (G) Severability.
The sections, paragraphs, sentences, clauses and phrases in this ordinance are severable. Should any section, paragraph, sentence, clause, phrase of this ordinance be rendered invalid by any court of law, the remaining sections, paragraphs, sentences, clauses or phrases shall not be affected but shall continue in effect until amended or repealed by action of the governing authority of Pike County, Georgia.
 - (H) Effective Date.
This ordinance shall go into effect upon the second reading and adoption by the Pike County Board of Commissioners.
- (Res. 7-93, passed 8-11-93)(Amend. Ord. Passed 12-29-10)

§ 32.03 MUTUAL AID AND AUTOMATIC FIRE ALARM AGREEMENT

- (A) The rendering of assistance under terms of this agreement shall be automatic upon request of either party to the other, by voice/tone dispatch, verbal, radio or other request.
- (B) In the event of an emergency where mutual aid is needed, the Department requesting mutual aid will inform the assisting department as to what equipment and personnel is needed. The assisting department will respond in good faith, taking into account available equipment and personnel and emergency circumstances, if any, in the responding party's home area.
- (C) In the event of a situation involving a major disaster, multiple fire scenes or a fire scene taxing the resources of both Departments, equipment and personnel from both Departments can be temporarily deployed in either area to maximize coverage in both areas.
- (D) There shall be no liability imposed on either party or its personnel for failure to respond when dispatched.
- (E) All services performed by any party hereto shall be rendered without reimbursement unless previously specifically authorized by the parties to this contract.
- (F) Any injury to any person incurred while that person is responding to a dispatch or call pursuant to this agreement shall be the sole responsibility of the Department providing insurance coverage to that person, to the extent that there is any departmental liability or responsibility for said injury. Any damages to any equipment shall be borne by the Department to which the equipment belongs or is assigned.

- (G) The ranking officer of the Department of the area of alarm shall assume command of the scene. All mutual companies and personnel responding to the scene shall contact incident command upon arrival and be assigned to their duties.
- (H) The chiefs and training officers of both Departments will plan training necessary to ensure familiarization and competency with both Department's equipment. Such training, if feasible, will take place at least quarterly at a site which is mutually selected. In addition, the Departments shall cooperate on pre-fire planning, hydrant surveys and other mutually-beneficial training and special projects as agreed by the Department Chiefs and training officers.
- (I) Plans and procedures for effectively implementing this agreement will be maintained at each Department's headquarters.
- (J) This agreement shall become binding and effective upon the date hereof and shall remain in full force and effect unless and until canceled by mutual agreement of both parties hereto or by written notice by one party to the other, giving 30 days' notice of said cancellation.

(Res. passed 11-2-99)



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:PIKE	Service:Indigent Defense
--------------------	---------------------------------

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

- b.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

- c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):

- d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Pike County, City of Concord, City of Molena, City of Williamson, City of Zebulon.**

- e.) Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes** (if "Yes," you must attach additional documentation as described, below)

- No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Pike County	General Funds, Fines
City of Concord	General Funds, Fines
City of Molena	General Funds, Fines
City of Williamson	General Funds, Fines
City of Zebulon	General Funds, Fines

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Since the previous Service Delivery Strategy update the City of Williamson now has Municipal Court which provides indigent defense.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **John Hanson, County Manager**
 Phone number: **770-567-3406** Date completed: 9/15/2017

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: PIKE

Service: Planning & Zoning Administration

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Pike County**
- b.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- e.) Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes** (if "Yes," you must attach additional documentation as described, below)
- No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Pike County	General Fund, User Fees, Intergovernmental Agreements

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Each local government will continue handling general zoning and planning within their respective incorporated area (ie. Planning Commissions and zoning actions related to zoning and development; however, Pike County will provide administrative code enforcement services for Concord, Meansville, Molena, Zebulon, and Williamson via intergovernmental agreements with each municipality.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	Contracting Parties	Effective and Ending Dates
Intergovernmental Agreement	City of Concord & Pike County	9/13/2017
Intergovernmental Agreement	City of Meansville & Pike County	9/13/2017
Intergovernmental Agreement	City of Molena & Pike County	6/29/2010
Intergovernmental Agreement	City of Williamson & Pike County	10/1/2009
Intergovernmental Agreement	City of Zebulon & Pike County	9/13/2017

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **John Hanson, County Manager**
 Phone number: **770-567-3406** Date completed: 09/15/2017

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

STATE OF GEORGIA

COUNTY OF PIKE

**2017 INTERGOVERNMENTAL AGREEMENT
BETWEEN PIKE COUNTY, GEORGIA, AND THE CITY OF CONCORD,
GEORGIA, FOR THE COLLECTION OF PIKE COUNTY DEVELOPMENT
IMPACT FEES AND THE PROVISION OF ADMINISTRATIVE SERVICES
FOR ZONING AND BUILDING AND DEVELOPMENT
INCLUDING PERMITTING AND CODE ENFORCEMENT**

This Intergovernmental Agreement, entered as of the 13th day of September 2017, by and between the **City of Concord**, a Georgia municipal corporation wholly situated in Pike County, as approved by and through its duly authorized City Council (hereinafter referred to as "City"), and **Pike County, Georgia**, a political subdivision of the State of Georgia, by and through its duly authorized governing authority, the Board of Commissioners of Pike County, Georgia, (hereinafter referred to "Pike County"), pursuant to O.C.G.A. §36-71-11 for the purpose of developing joint plans for capital improvements relating to countywide Public Facilities, as hereinafter defined, pursuant to H.B. 489 for the purposes of preventing the duplication of services, and setting forth the responsibilities of each party as they concern the collection and expenditure of Pike County Development Impact Fees within the municipal boundaries of the City of Concord, Georgia and for the provision of administration services by Pike County related to zoning, building and development including permitting and code enforcement within the municipal boundaries of the City of Concord, Georgia. This Agreement, as it relates to such issues, provides as follows:

WHEREAS, the Board of Commissioners of Pike County, Georgia, by Ordinance (hereafter, the "Ordinance") and pursuant to O.C.G.A. §36-71-1 et. seq., did adopt and impose development impact fees, as hereinafter set forth for certain Public

Facilities, (hereafter referred to collectively as the “Public Facilities” which form part of the subject of this intergovernmental agreement), which in accordance with both the 2004 and 2017 Pike County Service Delivery Strategy constitute services of the County delivered within a countywide service area as defined in said Ordinance;

WHEREAS, the imposition of such development impact fees serve to assist Pike County and its municipalities in planning for and financing of public facilities to serve new growth and development and to further accommodate and promote orderly growth and development, and to protect the public health, safety and general welfare of all citizens of Pike County and its various municipalities;

WHEREAS; existing Public Facilities have been and must be further expanded if new growth and development is to be accommodated at the same level of service now available to existing development;

WHEREAS; it is fair and equitable that all new land development shall bear a proportionate share of the costs of such countywide public facilities necessary to serve new growth and development; and

WHEREAS; the construction, improvement, and upgrading of such proposed countywide public facilities benefits not only citizens residing in the unincorporated area of Pike County, Georgia, but also to benefit County citizens residing within the various municipalities located within Pike County, Georgia, all being within countywide service area as defined in the Ordinance; and,

WHEREAS; Pike County and the City of Concord in an effort to avoid the duplication of services, to provide adequate services to the citizens of Concord, and in cooperation pursuant to the intent of H.B. 489, the parties desire that Pike County,

through its Department of Planning and Development, shall provide certain administrative services for matters involving zoning, building and development including permitting and code enforcement within the municipal boundaries of the City of Concord;

NOW THEREFORE, and in exchange of the mutual covenants and consideration set forth herein, including the recognition of the mutual benefits to be received by the respective citizens of each local government, Pike County and The City of Concord hereby specifically agree as follows:

I.

OBLIGATIONS OF THE COUNTY

A.

COLLECTION OF DEVELOPMENT IMPACT FEES

1.

Pike County hereby agrees to provide for certain Public Facilities, as more particularly described in the Capital Improvement Element to the Pike County Comprehensive Plan, to be constructed, improved and/or upgraded in such a manner as to provide its services to all citizens of the County, including those who also reside in the incorporated municipalities of Concord, Meansville, Molena, Williamson, and Zebulon. The City's citizens shall have equal access and privileges related to the use of such public facility/facilities on the same basis as the citizens of the unincorporated area of Pike County, Georgia. The current Pike County Comprehensive Plan and Capital Improvement Element are by this reference incorporated herein.

2.

Pike County shall be solely responsible to provide for the design, permitting, location, operation and maintenance of the Public Facilities pertaining to this Agreement; but, the City shall be provided full access to all plans and specifications for the construction, improvement and/or upgrading of such facility/facilities and shall provide the City with reasonable opportunity to comment upon and contribute to future amendments to the County's Capital Improvement Element to its Comprehensive Plan for countywide Public Facilities.

3.

Pike County shall be solely responsible for providing the total salary, employee benefits, workers' compensation, insurance, payment of social security tax, and all other compensation for the employees who shall be necessary to operate the subject public facility/facilities proposed herein.

4.

Pike County agrees to use its best efforts in good faith and with due diligence to acquire any necessary or mandatory third party consents, agreements, or permits, or any combination thereof, including but not limited to (if necessary) any consent agreements, or permits, or any combination thereof, from the Environmental Protection Division of the Georgia Department of Natural Resources or other state and/or federal agencies in order to provide for the design, construction, operation and maintenance of the public facilities proposed herein. Upon the request of Pike County, the City agrees to use its best efforts in good faith and with due diligence to assist Pike County in such endeavors.

5.

Pike County agrees to collect the Impact Fees for building permits to be issued by the City of Concord or its designee and to issue paid receipts as proof of payment, or will provide a written notice to the City of Concord of any development which has been deemed exempt from the Pike County Development Impact Fee ordinance. For purposes of interpretation, only those platted, residential lots within the City of Concord on which a habitable structure existed as of the effective date of this agreement shall be considered in connection with lots being reviewed as “construction not subject to impact fees.”

B.

ADMINISTRATIVE SERVICES FOR ZONING, BUILDING AND DEVELOPMENT
INCLUDING PERMITTING AND CODE ENFORCEMENT

6.

Pike County agrees to provide administrative services related to zoning, building and development including permitting and code enforcement that may arise within the municipal boundaries of the City of Concord and as may be otherwise requested by the City of Concord.

7.

Pike County shall be solely responsible for providing the total salary and/or compensation, employee benefits, workers' compensation, insurance, payment of social security tax, and all other compensation for the employees providing the administrative services pursuant to this Agreement.

8.

It is understood by the Parties that the City of Concord may contract with an individual/entity to serve as the City's Zoning Administrator. The services and

compensation of any employed or contracted City Zoning Administrator are not covered by this Intergovernmental Agreement and shall be the sole responsibility of the City of Concord.

C.

FEES ASSOCIATED WITH THE ADMINISTRATIVE SERVICES PROVIDED BY
THE COUNTY FOR ZONING AND BUILDING AND DEVELOPMENT INCLUDING
PERMITTING AND CODE ENFORCEMENT

9.

The fees collected by Pike County for the administrative services related to zoning, building and development provided by the County on behalf of the City of Concord pursuant to this Agreement shall include the standard fees required by the County for such services plus an additional Twenty-five Dollars (\$25.00), which addition \$25.00 will be forwarded to the City of Concord for the additional City administrative services necessary to effectuate this agreement. The additional administrative fee collected on behalf of the City of Concord shall be forwarded by the County to the City of Concord on at least a quarterly basis.

D.

CODE ENFORCEMENT BY COUNTY PURSUANT TO THIS AGREEMENT

10.

The code enforcement services provided by Pike County pursuant to this Agreement and within the municipal limits and jurisdiction of the City shall include the base level of services provided by Pike County related to code enforcement in the unincorporated areas of Pike County. Specifically, the services shall include inspections

and investigations, the issuances of written notices, warnings and corrective action plans, the issuance of citations for noncompliance, with the prosecution of cases in the Municipal Court of the City. If the City adopts the zoning, building and development regulations of Pike County, then the enforcement of violations pursuant to this Agreement may be effectuated in the Magistrate Court of Pike County contingent upon the further written agreement of the Parties that will require the formal approval of the Chief Magistrate of Pike County.

E.

CITY UTILITY WORK WITHIN THE UNINCORPORATED COUNTY

11.

The County shall provide without charge to the City permits to locate city utilities within its public right of way that are now or in the future needed by the City to accommodate City's utility infrastructure so long as such utility installations do not obstruct travel along public rights of way, or interfere with existing utility installations within the public right-of-way. Furthermore, any such permits to be issued by the County shall be contingent on adequate space in the County available to accommodate such utility installation; and, shall be further contingent upon the permitting process described herein otherwise complying with the ordinances of the County governing Public Works; Streets, Rights-of-Way, Sidewalks and Other Public Places. In connection with such permits, the City shall be responsible for providing any engineering plans and specifications needed to approve such permits. Additionally, should utilities within the municipal boundaries of the County have to be relocated due to the projects by the City contemplated by this provision, then the City shall bear all the cost and expenses of

relocating said utilities, including, if necessary, the cost of acquisition of additional right-of-way or easements across property owned by private individuals and entities, without any cost to the County.

II.

OBLIGATIONS OF THE CITY

A.

COLLECTION OF DEVELOPMENT IMPACT FEES

1.

The City agrees not to issue any building permits for development within its municipal boundaries, unless and until the applicant shows to the City satisfactory proof of payment to Pike County of its applicable Impact Fees for countywide Public Facilities, or evidence that Pike County has exempted the development from Impact Fees under the Pike County Development Impact Fee ordinance. It is understood by the parties that no later than by June 30th of each year, the City will received from the County a financial report, with information through December 31st of the prior calendar year, concerning the fees collected by Pike County during the preceding calendar year from development within the City. Such annual report shall be prepared in a format to satisfy the annual reporting requirements of the Georgia Department of Community Affairs regarding impact fees. The City shall be entitled, upon giving Pike County reasonable notice, to review the financial records of Pike County related to the collection and disbursement of Impact Fees for statistical purposes.

2.

The City shall provide without charge to Pike County permits to locate utilities within its public right of way that are now or in the future needed by Pike County to accommodate countywide Public Facilities so long as such utility installations do not obstruct travel along public rights of way, or interfere with existing utility installations within the public right-of-way. Furthermore, any such permits to be issued by the City shall be contingent on adequate space in the City available to accommodate such utility installation; and, shall be further contingent upon the permitting process described herein otherwise complying with the ordinances of the City governing Public Works; Streets, Rights-of-Way, Sidewalks and Other Public Places. In connection with such permits, Pike County shall be responsible for providing any engineering plans and specifications needed to approve such permits. Additionally, should utilities within the municipal boundaries of the City have to be relocated due to the projects by Pike County to provide countywide Public Facilities within the City, then the County shall bear all the cost and expenses of relocating said utilities, including, if necessary, the cost of acquisition of additional right-of-way or easements across property owned by private individuals and entities, without any cost to the City.

3.

The City acknowledges that it has reviewed the Pike County Development Impact Fee Ordinance, which is by this reference made a part hereof, and that it will endeavor to apply to the legal extent possible the terms and provisions of such Ordinance within the City's municipal limits in the same manner as it is applied by Pike County within its unincorporated area. All appeals, credits, individual assessments, refunds and

interpretations of the terms and provisions of the Impact Fee Ordinance shall be reserved exclusively to the County.

B.

ADMINISTRATIVE SERVICES FOR ZONING, BUILDING AND DEVELOPMENT
INCLUDING PERMITTING AND CODE ENFORCEMENT

4.

The City of Concord authorizes Pike County to provide the necessary administration services for zoning, building and development matters so requested by the City of Concord including permitting and code enforcement within the municipal boundaries of the City of Concord.

5.

The fees collected by Pike County for the zoning, building and development services provided by the County on behalf of the City of Concord pursuant to this Agreement shall include the standard fees required assessed by the County for such services plus an additional Twenty-five Dollars (\$25.00), which said additional \$25.00 shall be forwarded to the City of Concord. The additional \$25.00 is intended to cover the additional administrative services by the City necessary to effectuate this agreement. The additional administrative fee collected on behalf of the City of Concord shall be forwarded by the County to the City of Concord on at least a quarterly basis.

C.

CODE ENFORCEMENT BY COUNTY PURSUANT TO THIS AGREEMENT

5.

The City will allow Pike County to perform code enforcement services within the municipal within the municipal limits and jurisdiction of the City at the base level of code enforcement services provided by Pike County related to code enforcement in the unincorporated areas of Pike County. Specifically, the City will require the services to include the provision of inspections and investigations, the issuances of written notices, warnings and corrective action plans, the issuance of citations for noncompliance, with the prosecution of cases in the Municipal Court of the City. The City will cooperate with the officials of Pike County providing the code enforcement services, including but not limited to, the provision of background information and the identification of the applicable provisions of the City's codes, ordinances, resolutions and/or regulations in connection with the alleged violations and related prosecutions.

6.

If the City is willing to adopt the zoning, building and development codes, ordinances, resolutions and regulations of Pike County, then the enforcement of violations pursuant to this Agreement may be effectuated in the Magistrate Court of Pike County contingent, however, upon the parties entering a further written agreement or addendum to this Agreement whereby said further agreement or addendum will also require the formal approval of the Chief Magistrate of Pike County.

III.

MISCELLANEOUS

1. **Term.** The term of the agreement shall commence as of the date of the execution by the parties hereto and shall continue until (a) the County amends or modifies its Development Impact Fee Ordinance as it affects countywide Public

Facilities, or (b) the Pike County Comprehensive Plan, Capital Improvement Element, is amended or modified to eliminate the specified Public Facilities as countywide services; but in no event shall such term exceed fifty (50) years from the initial date of execution hereto. Upon the condition precedent that Pike County had resolved to cease the operation of the subject public facility/facilities provided herein or upon the City's decision to impose its own development impact fees, which fees shall provide for a public facility/facilities having a higher level of service than the subject facility/facilities as provided herein, then either party shall have the right to terminate this agreement without cause after having given twelve (12) months written notice of its intent to terminate the agreement to the other. Upon the further condition precedent that either party has breached or has not otherwise met its obligations in accordance with the terms and conditions of this agreement (or as hereafter amended), then the non-breaching party shall have the right to terminate this agreement after giving ninety (90) days written notice of its intent to so terminate to the other party.

2. **Assignment.** Neither party hereto shall, without written consent of the other, assign or transfer this agreement or any rights or obligations hereunder.

3. **Modifications.** The terms of this agreement shall not be altered, amended, or modified except in writing signed by duly authorized officers of the parties hereto.

4. **Construction Under Georgia Law.** This Agreement shall be construed under the laws of the State of Georgia.

5. **Notice.** Any notice or communication hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, registered or certified, addressed as follows:

As to City of Concord:

City of Concord
P.O. Box 175
Concord, Georgia 30206
Attn: Mayor and City Council

As to Pike County:

Pike County, Georgia
P.O. Box 377
Zebulon, Georgia 30295

6. **Counterparts.** This agreement may be simultaneously executed in any number of counterparts, with each counterpart considered to be an original.

7. **Severability.** If any one or more of the terms, provisions, promises, covenants or conditions of this agreement or the application thereof to any person or circumstances, shall to any extent be adjudged invalid, or unenforceable, void or voidable for any reason whatsoever by any court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

8. **Headings.** The captions and headings used throughout this agreement are for convenience or reference only, and the words contained therein shall not be deemed

to affect the meaning of any provision of the scope or content of this agreement, nor in any way affect this agreement.

IN WITNESS WHEREOF, the parties hereto, by authorization of their respective Councils and/or Boards in duly convened open meetings, with copies hereof spread upon the minutes; affix the hand and seal of their respective designees, the day and year above written.

SO EXECUTED BY:

Pike County, Georgia

City of Concord

By: J. Brian Johnson
Chairman J. Brian Johnson

By: John Strickland
Mayor John Strickland

Attest: John Wayne
County Clerk

Attest: Sharon Coakley
City Clerk

(SEAL)

(SEAL)

STATE OF GEORGIA

COUNTY OF PIKE

**2017 INTERGOVERNMENTAL AGREEMENT BETWEEN
PIKE COUNTY, GEORGIA, AND THE CITY OF MEANSVILLE, GEORGIA,
REGARDING THE PROVISION OF ADMINISTRATIVE SERVICES FOR
BUILDING, ZONING, AND DEVELOPMENT INCLUDING
PERMITTING, INSPECTIONS AND CODE ENFORCEMENT.**

This Intergovernmental Agreement is entered this the 13th day of September, 2017 by and between **Pike County, Georgia**, a political subdivision of the State of Georgia, by and through the duly authorized governing authority of Pike County, Georgia, (hereinafter referred to as "Pike County"), and the **City of Meansville**, a duly incorporated Georgia municipality wholly situated in Pike County, by and through the duly authorized governing authority of the City of Meansville (hereinafter referred to as "Meansville").

WHEREAS, both Pike County and the City of Meansville have the need for administrative services related to zoning, building, and development including permitting, inspections and code enforcement;

WHEREAS, the local governments of Pike County and the City of Meansville, Georgia, desire to provide the services identified in this agreement to the citizens of Pike County and the City of Meansville in such a manner as to avoid the duplication of services by the local governments and the double taxation of citizens of Pike County and Meansville;

WHEREAS, pursuant to the mutual cooperation as intended by H.B. 489 and as required by the applicable regulations related to "Service Delivery Strategy" between local governments, Pike County and Meansville intend to specify and detail through this

Intergovernmental Agreement for the provision of administrative services related to zoning, building, and development, including permitting, inspections and code enforcement, by Pike County, Georgia, within the municipal jurisdiction of the City of Meansville;

NOW, THEREFORE, Pike County and the City of Meansville, 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 Pike County shall provide administrative services related to zoning, building, and development, including permitting, inspections and code enforcement within the city limits of Meansville as follows:

ADMINISTRATIVE SERVICES FOR ZONING, BUILDING AND DEVELOPMENT
INCLUDING PERMITTING, INSPECTIONS AND CODE ENFORCEMENT

1.

Pike County agrees to provide administrative services related to zoning, building and development including permitting, inspections and code enforcement that may arise within the municipal boundaries of the City of Meansville and as may be otherwise requested by the City of Meansville.

2.

Pike County shall be solely responsible for providing the total salary and/or compensation, employee benefits, workers' compensation, insurance, payment of social security tax, and all other compensation for the employees providing the administrative services pursuant to this Agreement.

3.

It is understood by the Parties that the City of Meansville may contract with an individual/entity to serve as the City's Zoning Administrator. The services and compensation of any employed or contracted City Zoning Administrator are not covered by this Intergovernmental Agreement and shall be the sole responsibility of the City of Meansville.

4.

It is further agreed that prior to the issuance of building permits and/or certificates of occupancy pursuant to this Agreement, Pike County will verify that all conditions precedent to the issuance of such permit and/or certificate have been met by the applicant. Examples of conditions precedent include, but are not limited to, the following: meeting all City standards and specifications as well as having the proper zoning, special exception, or variance; obtaining architectural design review and approval, development review and approval, and/or signage review and approval; and, the proof of payment of any and all required City's fees that may be applicable, such as City Engineer review fees, tap and meter fees, impact fees, zoning and variance fees, sign fees, and any other applicable city fees. Certification that the "conditions precedent", mentioned above and contemplated herein, have been satisfied may require the written certification, confirmation or documentation from the City Administrator, City Zoning Administrator, City Engineer, and/or City Attorney.

FEES ASSOCIATED WITH THE ADMINISTRATIVE SERVICES PROVIDED BY
THE COUNTY FOR ZONING AND BUILDING AND DEVELOPMENT INCLUDING
PERMITTING AND CODE ENFORCEMENT

5.

The fees collected by Pike County for the administrative services related to zoning, building and development provided by the County on behalf of the City of Meansville pursuant to this Agreement shall include the standard fees required by the County for such services plus an additional Twenty-five Dollars (\$25.00), which addition \$25.00 will be forwarded to the City of Meansville for the additional City administrative services necessary to effectuate this agreement. The additional administrative fee collected on behalf of the City of Meansville shall be forwarded by the County to the City of Meansville on at least a quarterly basis.

CODE ENFORCEMENT BY COUNTY PURSUANT TO THIS AGREEMENT

6.

The code enforcement services provided by Pike County pursuant to this Agreement and within the municipal limits and jurisdiction of the City shall include the base level of services provided by Pike County related to code enforcement in the unincorporated areas of Pike County. Specifically, the services shall include inspections and investigations, the issuances of written notices, warnings and corrective action plans, the issuance of citations for noncompliance, with the prosecution of cases in the Municipal Court of the City. If the City adopts the zoning, building and development regulations of Pike County, then the enforcement of violations pursuant to this Agreement may be effectuated in the Magistrate Court of Pike County contingent upon

the further written agreement of the Parties that will require the formal approval of the Chief Magistrate of Pike County.

7.

The City will allow Pike County to perform code enforcement services within the municipal limits and jurisdiction of the City at the base level of code enforcement services provided by Pike County related to code enforcement in the unincorporated areas of Pike County. Specifically, the City will require the services to include the provision of inspections and investigations, the issuances of written notices, warnings and corrective action plans, the issuance of citations for noncompliance, with the prosecution of cases in the Municipal Court of the City. The City will cooperate with the officials of Pike County providing the code enforcement services, including but not limited to, the provision of background information and the identification of the applicable provisions of the City's codes, ordinances, resolutions and/or regulations in connection with the alleged violations and related prosecutions.

COMMUNICATIONS

8.

Communications regarding the services provided pursuant this Agreement shall be between the County Manager of Pike County and the City Administrator of the City of Meansville.

MISCELLANEOUS PROVISIONS

9.

Term and Termination

This Intergovernmental Agreement shall be for an initial three (3) year period; except, however, either party may terminate this agreement by providing the other party with written notice of termination, which shall be no less than sixty (60) days prior to the termination date.

10.

Assignment

Neither party hereto shall, without written consent of the other, assign or transfer this agreement or any rights or obligations hereunder.

11.

Modifications

The terms of this agreement shall not be altered, amended, or modified except in writing by the mutual consent of the parties.

12.

Construction under Georgia Law

This Agreement shall be construed under the laws of the State of Georgia.

13.

Notices

Any notice or communication hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, either first class, registered or certified, and addressed as follows:

As to Pike County:
Attn: County Manager
Pike County, Georgia
P.O. Box 377
Meansville, Georgia 30295

As to City of Meansville:
Attn: Mayor and Council
City of Meansville
PO Box 266
Meansville, GA 30256

14.

Counterparts

This agreement may be simultaneously executed in any number of counterparts, with each counterpart considered to be an original.

15.

Severability

If any one or more of the terms, provisions, promises, covenants or conditions of this agreement or the application thereof to any person or circumstances, shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by any court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this agreement shall not be affected thereby and shall be deemed valid and enforceable to the fullest extent permitted by law.

16.

Headings

The captions and headings used throughout this agreement are for convenience or reference only, and the words contained therein shall not be deemed to affect the meaning of any provision of the scope or content of this agreement, nor in any way affect this agreement.

IN WITNESS WHEREOF, the parties hereto, by authorization of their respective Board and Council, pursuant to duly convened open meetings with copies of this Agreement spread upon the minutes of the respective parties, do hereby affix the hand and seal of their respective designees, this the day and year as set forth above as follows:

(SIGNATURES ON FOLLOWING PAGE)

SO EXECUTED BY:

Pike County, Georgia

City of Meansville

By: J. Briar Johnson
Chairman J. Briar Johnson

By: Judy Mitchell
Mayor ~~Bobby Blacklock~~
Pro-tem

Attest: John Wayne
County Clerk

Attest: Thomas H. Motion
City Clerk Attorney

(SEAL)

(SEAL)

STATE OF GEORGIA

COUNTY OF PIKE

**2010 INTERGOVERNMENTAL AGREEMENT
BETWEEN PIKE COUNTY, GEORGIA, AND THE CITY OF MOLENA,
GEORGIA, FOR THE COLLECTION OF PIKE COUNTY DEVELOPMENT
IMPACT FEES AND THE PROVISION OF ADMINISTRATIVE SERVICES
FOR ZONING AND BUILDING AND DEVELOPMENT
INCLUDING PERMITTING AND CODE ENFORCEMENT**

This Intergovernmental Agreement, entered as of the 29th day of June

2010, by and between the City of Molena, a Georgia municipal corporation wholly situated in Pike County, as approved by and through its duly authorized City Council (hereinafter referred to as "City"), and Pike County, Georgia, a political subdivision of the State of Georgia, by and through its duly authorized governing authority, the Board of Commissioners of Pike County, Georgia, (hereinafter referred to "Pike County"), pursuant to O.C.G.A. §36-71-11 for the purpose of developing joint plans for capital improvements relating to countywide Public Facilities, as hereinafter defined, pursuant to H.B. 489 for the purposes of preventing the duplication of services, and setting forth the responsibilities of each party as they concern the collection and expenditure of Pike County Development Impact Fees within the municipal boundaries of the City of Molena, Georgia and for the provision of administration services by Pike County related to zoning, building and development including permitting, and code enforcement within the municipal boundaries of the City of Molena, Georgia. This Agreement, as it relates to such issues, provides as follows:

WHEREAS, the Board of Commissioners of Pike County, Georgia, by Ordinance (hereafter, the "Ordinance") and pursuant to O.C.G.A. §36-71-1 et. seq., did adopt and impose development impact fees, as hereinafter set forth for certain Public

Facilities, (hereafter referred to collectively as the “Public Facilities” which form part of the subject of this intergovernmental agreement), which in accordance with 2004 Pike County Service Delivery Strategy constitute services of the County delivered within a countywide service area as defined in said Ordinance;

WHEREAS, the imposition of such development impact fees serve to assist Pike County and its municipalities in planning for and financing of public facilities to serve new growth and development and to further accommodate and promote orderly growth and development, and to protect the public health, safety and general welfare of all citizens of Pike County and its various municipalities;

WHEREAS; existing Public Facilities have been and must be further expanded if new growth and development is to be accommodated at the same level of service now available to existing development;

WHEREAS; it is fair and equitable that all new land development shall bear a proportionate share of the costs of such countywide public facilities necessary to serve new growth and development; and

WHEREAS; the construction, improvement, and upgrading of such proposed countywide public facilities benefits not only citizens residing in the unincorporated area of Pike County, Georgia, but also to benefit County citizens residing within the various municipalities located within Pike County, Georgia, all being within countywide service area as defined in the Ordinance; and,

WHEREAS; Pike County and the City of Molena in an effort to avoid the duplication of services, provide adequate services to the citizens of Molena and in cooperation pursuant to the intent of H.B. 489, desire that Pike County, through the

Department of Planning and Development, provide certain administrative services for matters involving zoning and building and development including permitting, and code enforcement within the municipal boundaries of the City of Molena;

NOW, THEREFORE, Pike County and the City of Molena, recognizing the mutual benefit of the citizens of each government, hereby specifically agree as follows:

OBLIGATIONS OF THE COUNTY

COLLECTION OF DEVELOPMENT IMPACT FEES

1.

Pike County hereby agrees to provide for certain Public Facilities, as more particularly described in the Capital Improvement Element to the Pike County Comprehensive Plan, to be constructed, improved and/or upgraded in such a manner as to provide its services to all citizens of the County, including those who also reside in the incorporated municipalities of Williamson, Zebulon, Concord, Meansville, and Molena, which citizens shall have equal access and privileges of the use of such facility/facilities on the same basis as the citizens of the unincorporated area of Pike County, Georgia. The current Pike County Comprehensive Plan and Capital Improvement Element are by reference incorporated herein.

2.

Pike County shall be solely responsible and shall provide for the design, permitting, location, operation and maintenance of the Public Facilities above referenced but will provide to the City full access to all plans and specifications for the construction, improvement and/or upgrading of such facility/facilities and shall provide the City with reasonable opportunity to comment upon and contribute to future amendments to the

County's Capital Improvement Element to its Comprehensive Plan for countywide Public Facilities.

3.

Pike County shall be solely responsible for providing the total salary, employee benefits, workers' compensation, insurance, payment of social security tax, and all other compensation for the employees who shall be necessary to operate the subject public facility/facilities proposed herein.

4.

Pike County agrees to use its best efforts in good faith and with due diligence to acquire any necessary or mandatory third party consents, agreements, or permits, or any combination thereof, including but not limited to (if necessary) any consent agreements, or permits, or any combination thereof, from the Environmental Protection Division of the Georgia Department of Natural Resources or other state and/or federal agencies in order to provide for the design, construction, operation and maintenance of the public facilities proposed herein. Upon the request of Pike County, the City agrees to use its best efforts in good faith and with due diligence to assist Pike County in such endeavors.

5.

Contemporaneous with execution of this intergovernmental agreement, Pike County will attempt to obtain approval from the governing authorities of the cities of Zebulon, Concord, and Meansville, to collect Impact Fees for the countywide Public Facilities on the same or similar terms as set forth herein. The City of Williamson has previously entered into such an agreement with similar terms. Should either city fail or

refuse to enter into such intergovernmental agreement with the County, the County shall promptly act to amend its ordinance to exclude from the countywide service area the territory of that municipality in order to assure Impact Fees collected for countywide Public Facilities are only expended within those areas of the County from which Impact Fees are collected.

6.

Pike County agrees to collect the Impact Fees for building permits to be issued by the City of Molena or its designee and to issue paid receipts as proof of payment, or will provide a written notice to the City of Molena of any development which has been deemed exempt from the Pike County Development Impact Fee ordinance. For purposes of interpretation, only those platted, residential lots within the City of Molena on which a habitable structure existed as of the effective date of this agreement are "construction not subject to impact fees.

ADMINISTRATIVE SERVICES FOR ZONING, BUILDING AND DEVELOPMENT
INCLUDING PERMITTING AND CODE ENFORCEMENT

7.

Pike County agrees to provide administrative services related to zoning and building and development including permitting and code enforcement that may arise within the municipal boundaries of the City of Molena and as may be otherwise requested by the City of Molena.

8.

Pike County shall be solely responsible for providing the total salary and/or compensation, employee benefits, workers' compensation, insurance, payment of social

security tax, and all other compensation for the employees providing the administrative services referenced and proposed in paragraph 7 above.

9.

It is understood by the Parties that the City of Molena has contacted with Chad Jacobs to serve as the City's Zoning Administrator. The services and compensation of Mr. Jacobs are not covered by this Intergovernmental Agreement and shall be the sole responsibility of the City of Molena.

FEES ASSOCIATED WITH THE ADMINISTRATIVE SERVICES PROVIDED BY
THE COUNTY FOR ZONING AND BUILDING AND DEVELOPMENT INCLUDING
PERMITTING AND CODE ENFORCEMENT

10.

The fees collected by Pike County for zoning and building and development services provided by the County on behalf of the City of Molena pursuant to the intent of this Agreement shall include the standard fees applicable to services required normally assessed by the County plus an additional Twenty-five Dollars (\$25.00) to be forwarded to the City of Molena for the additional administrative services necessary to effectuate this agreement. The additional administrative fee collected on behalf of the City of Molena shall be forwarded by the County to the City of Molena on a quarterly basis.

OBLIGATIONS OF THE CITY

COLLECTION OF DEVELOPMENT IMPACT FEES

1.

The City agrees not to issue any building permits for development within its municipal boundaries, unless and until the applicant shows to the City satisfactory proof

of payment to Pike County of its applicable Impact Fees for countywide Public Facilities, or evidence that Pike County has exempted the development from Impact Fees under the Pike County Development Impact Fee ordinance. Not later than every June 30th of each year, the County shall provide a financial report, as of December 31 of the prior calendar year, to the City of fees collected during the preceding calendar year from development within the City, such report shall be prepared in format to satisfy the annual reporting requirements of the Georgia Department of Community Affairs regarding impact fees. The County shall make available to the City, upon reasonable notice, its financial records relating to collection and disbursement of Impact Fees for statistical purposes.

2.

The City shall provide without charge to Pike County permits to locate utilities within its public right of way that are now or in the future needed by Pike County to accommodate countywide Public Facilities so long as such utility installations do not obstruct travel along public rights of way, interfere with existing utility installations within the public right-of-way, adequate space is available to accommodate such utility installation, and the permitting process described herein otherwise complies with the ordinances of the City governing Public Works; Streets, Rights-of-Way, Sidewalks and Other Public Places. Pike County shall be responsible for providing any engineering plans and specifications needed to approve such permits. Further, should utilities within the municipal boundaries of the City have to be relocated due to projects by Pike County to provide countywide Public Facilities, then the County shall bear all cost and expense of relocating said utilities, including if necessary the acquisition of additional right-of-

way or easements across property owned by private individuals and entities, without cost to the City.

3.

The City acknowledges that it has reviewed the Pike County Development Impact Fee Ordinance, which is by reference made a part hereof, and that it will endeavor to apply to the legal extent possible the terms and provisions of such Ordinance within the City's municipal limits in the same manner as it is applied by Pike County within its unincorporated area. All appeals, credits, individual assessments, refunds and interpretations of the terms and provisions of the Impact Fee Ordinance shall be reserved exclusively to the County.

ADMINISTRATIVE SERVICES FOR ZONING, BUILDING AND DEVELOPMENT
INCLUDING PERMITTING AND CODE ENFORCEMENT

4.

The City of Molena authorizes Pike County to provide the necessary administration of zoning and building and development matters so requested by the City of Molena including permitting and code enforcement within the municipal boundaries of the City of Molena.

5.

The fees collected by Pike County for zoning and building and development services provided by the County on behalf of the City of Molena pursuant to the intent of this Agreement shall include the standard fees applicable to services required normally assessed by the County plus an additional Twenty-five Dollars (\$25.00) to be forwarded

to the City of Molena for the additional administrative services necessary to effectuate this agreement. The additional administrative fee collected on behalf of the City of Molena shall be forwarded by the County to the City of Molena on a quarterly basis.

MISCELLANEOUS

1. **Term.** The term of the agreement shall commence as of the date of the execution by the parties hereto and shall continue until (a) the County amends or modifies its Development Impact Fee Ordinance as it affects countywide Public Facilities, or (b) the Pike County Comprehensive Plan, Capital Improvement Element, is amended or modified to eliminate the specified Public Facilities as countywide services; but in no event shall such term exceed fifty (50) years from the initial date of execution hereto. Upon the condition precedent that Pike County had resolved to cease the operation of the subject public facility/facilities provided herein or upon the City's decision to impose its own development impact fees, which fees shall provide for a public facility/facilities having a higher level of service than the subject facility/facilities as provided herein, then either party shall have the right to terminate this agreement without cause after having given twelve (12) months written notice of its intent to terminate the agreement to the other. Upon the further condition precedent that either party has breached or has not otherwise met its obligations in accordance with the terms and conditions of this agreement (or as hereafter amended), then the non-breaching party shall have the right to terminate this agreement after giving ninety (90) days written notice of its intent to so terminate to the other party.

2. **Assignment.** Neither party hereto shall, without written consent of the other, assign or transfer this agreement or any rights or obligations hereunder.

3. **Modifications.** The terms of this agreement shall not be altered, amended, or modified except in writing signed by duly authorized officers of the parties hereto.

4. **Construction Under Georgia Law.** This Agreement shall be construed under the laws of the State of Georgia.

5. **Notice.** Any notice or communication hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, registered or certified, addressed as follows:

As to City of Molena:

City of Molena
P.O. Box 247
Molena, Georgia 30258
Attn: Mayor and City Council

As to Pike County:

Pike County, Georgia
P.O. Box 377
Zebulon, Georgia 30295

6. **Counterparts.** This agreement may be simultaneously executed in any number of counterparts, with each counterpart considered to be an original.

7. **Severability.** If any one or more of the terms, provisions, promises, covenants or conditions of this agreement or the application thereof to any person or circumstances, shall to any extent be adjudged invalid, or unenforceable, void or voidable for any reason whatsoever by any court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this agreement shall

not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

8. **Headings.** The captions and headings used throughout this agreement are for convenience or reference only, and the words contained therein shall not be deemed to affect the meaning of any provision of the scope or content of this agreement, nor in any way affect this agreement.

IN WITNESS WHEREOF, the parties hereto, by authorization of their respective Councils and/or Boards in duly convened open meetings, with copies hereof spread upon the minutes; affix the hand and seal of their respective designees, the day and year above written.

SO EXECUTED BY:

Pike County, Georgia (SEAL)

City of Molena (SEAL)

By: *Doug Mangham*
Chairman Doug Mangham

By: _____
Mayor Elizabeth Anne Barker

Attest: *[Signature]*
County Manager

Attest: _____
Clerk

STATE OF GEORGIA

COUNTY OF PIKE

2009 INTERGOVERNMENTAL AGREEMENT BETWEEN PIKE COUNTY, GEORGIA, AND THE CITY OF WILLIAMSON, GEORGIA, FOR THE COLLECTION OF PIKE COUNTY DEVELOPMENT IMPACT FEES AND THE PROVISION OF ADMINISTRATIVE SERVICES FOR ZONING, BUILDING AND DEVELOPMENT INCLUDING PERMITTING, AND CODE ENFORCEMENT

This Intergovernmental Agreement, entered as of the 15TH day of OCTOBER 2009, by and between the **City of Williamson**, a Georgia municipal corporation wholly situated in Pike County, as approved by and through its duly authorized City Council (hereinafter referred to as "City"), and **Pike County, Georgia**, a political subdivision of the State of Georgia, by and through its duly authorized governing authority, the Board of Commissioners of Pike County, Georgia, (hereinafter referred to "Pike County"), pursuant to O.C.G.A. §36-71-11 for the purpose of developing joint plans for capital improvements relating to countywide Public Facilities, as hereinafter defined, pursuant to H.B. 489 for the purposes of preventing the duplication of services, and setting forth the responsibilities of each party as they concern the collection and expenditure of Pike County Development Impact Fees within the municipal boundaries of the City of Williamson, Georgia and for the provision of administration services by Pike County related to zoning, building and development including permitting, and code enforcement within the municipal boundaries of the City of Williamson, Georgia. This Agreement, as it relates to such issues, provides as follows:

WHEREAS, the Board of Commissioners of Pike County, Georgia, by Ordinance (hereafter, the "Ordinance") and pursuant to O.C.G.A. §36-71-1 et. seq., did adopt and impose development impact fees, as hereinafter set forth for certain Public

Facilities, (hereafter referred to collectively as the “Public Facilities” which form part of the subject of this intergovernmental agreement), which in accordance with 2004 Pike County Service Delivery Strategy constitute services of the County delivered within a countywide service area as defined in said Ordinance;

WHEREAS, the imposition of such development impact fees serve to assist Pike County and its municipalities in planning for and financing of public facilities to serve new growth and development and to further accommodate and promote orderly growth and development, and to protect the public health, safety and general welfare of all citizens of Pike County and its various municipalities;

WHEREAS; existing Public Facilities have been and must be further expanded if new growth and development is to be accommodated at the same level of service now available to existing development;

WHEREAS; it is fair and equitable that all new land development shall bear a proportionate share of the costs of such countywide public facilities necessary to serve new growth and development; and

WHEREAS; the construction, improvement, and upgrading of such proposed countywide public facilities benefits not only citizens residing in the unincorporated area of Pike County, Georgia, but also to benefit County citizens residing within the various municipalities located within Pike County, Georgia, all being within countywide service area as defined in the Ordinance; and,

WHEREAS; Pike County and the City of Williamson in an effort to avoid the duplication of services, provide adequate services to the citizens of Williamson and in cooperation pursuant to the intent of H.B. 489, desire that Pike County, through the

Department of Planning and Development, provide administrative services for all zoning, building and development including permitting, and code enforcement within the municipal boundaries of the City of Williamson;

NOW, THEREFORE, Pike County and the City of Williamson, recognizing the mutual benefit of the citizens of each government, hereby specifically agree as follows:

OBLIGATIONS OF THE COUNTY

COLLECTION OF DEVELOPMENT IMPACT FEES

1.

Pike County hereby agrees to provide for certain Public Facilities, as more particularly described in the Capital Improvement Element to the Pike County Comprehensive Plan, to be constructed, improved and/or upgraded in such a manner as to provide its services to all citizens of the County, including those who also reside in the incorporated municipalities of Williamson, Zebulon, Concord, Meansville, and Molena, which citizens shall have equal access and privileges of the use of such facility/facilities on the same basis as the citizens of the unincorporated area of Pike County, Georgia. A copy of the current Pike County Comprehensive Plan and Capital Improvement Element is attached hereto as Exhibit "A" to this agreement, which by reference, is incorporated herein.

2.

Pike County shall be solely responsible and shall provide for the design, permitting, location, operation and maintenance of the Public Facilities above referenced but will provide to the City full access to all plans and specifications for the construction, improvement and/or upgrading of such facility/facilities and shall provide the City with

reasonable opportunity to comment upon and contribute to future amendments to the County's Capital Improvement Element to its Comprehensive Plan for countywide Public Facilities.

3.

Pike County shall be solely responsible for providing the total salary, employee benefits, workers' compensation, insurance, payment of social security tax, and all other compensation for the employees who shall be necessary to operate the subject public facility/facilities proposed herein.

4.

Pike County agrees to use its best efforts in good faith and with due diligence to acquire any necessary or mandatory third party consents, agreements, or permits, or any combination thereof, including but not limited to (if necessary) any consents agreements, or permits, or any combination thereof, from the Environmental Protection Division of the Georgia Department of Natural Resources or other state and/or federal agencies in order to provide for the design, construction, operation and maintenance of the public facilities proposed herein. Upon the request of Pike County, the City agrees to use its best efforts in good faith and with due diligence to assist Pike County in such endeavors.

5.

Contemporaneous with execution of this intergovernmental agreement, Pike County will obtain approval from the governing authorities of the cities of Zebulon, Concord, Meansville, and Molena to collect Impact Fees for the countywide Public Facilities on the same or similar terms as set forth herein. Should either city fail or refuse

to enter into such intergovernmental agreement with the County, the County shall promptly act to amend its ordinance to exclude from the countywide service area the territory of that municipality in order to assure Impact Fees collected for countywide Public Facilities are only expended within those areas of the County from which Impact Fees are collected.

6.

Pike County agrees to collect the Impact Fees for building permits to be issued by the City of Williamson or its designee and to issue paid receipts as proof of payment, or will provide a written notice to the City of Williamson of any development which has been deemed exempt from the Pike County Development Impact Fee ordinance. For purposes of interpretation, only those platted, residential lots within the City of Williamson on which a habitable structure existed as of May 1, 2009 are "construction not subject to impact fees", provided that the new construction is residential.

ADMINISTRATIVE SERVICES FOR ZONING, BUILDING AND DEVELOPMENT
INCLUDING PERMITTING AND CODE ENFORCEMENT

7.

Pike County agrees to provide all administrative services related to zoning, building and development including permitting, and code enforcement that may arise within the municipal boundaries of the City of Williamson.

8.

Pike County shall be solely responsible for providing the total salary and/or compensation, employee benefits, workers' compensation, insurance, payment of social

security tax, and all other compensation for the employees providing the administrative services referenced and proposed in paragraph 7 above.

9.

Pike County and the City of Williamson, upon execution of this Intergovernmental Agreement, shall negotiate and mutually agree upon a fee structure for the collection and distribution of fees associated with the provision of the administrative services contemplated in paragraph 7 above. Once agreed upon, said "Fee Agreement" shall be an addendum to this Intergovernmental Agreement.

OBLIGATIONS OF THE CITY

COLLECTION OF DEVELOPMENT IMPACT FEES

1.

The City agrees not to issue any building permits for development within its municipal boundaries, unless and until the applicant shows to the City satisfactory proof of payment to Pike County of its applicable Impact Fees for countywide Public Facilities, or evidence that Pike County has exempted the development from Impact Fees under the Pike County Development Impact Fee ordinance. Not later than every June 30th of each year, the County shall provide a financial report, as of December 31 of the prior calendar year, to the City of fees collected during the preceding calendar year from development within the City, such report shall be prepared in format to satisfy the annual reporting requirements of the Georgia Department of Community Affairs regarding impact fees. The County shall make available to the City, upon reasonable notice, its financial records relating to collection and disbursement of Impact Fees for statistical purposes.

2.

The City shall provide without charge to Pike County permits to locate utilities within its public right of way that are now or in the future needed by Pike County to accommodate countywide Public Facilities so long as such utility installations do not obstruct travel along public rights of way, interfere with existing utility installations within the public right-of-way, adequate space is available to accommodate such utility installation, and the permitting process described herein otherwise complies with the provisions of Title 4 of the Williamson Code entitled "Public Works; Streets, Rights-of-Way, Sidewalks and Other Public Places" . Pike County shall be responsible for providing any engineering plans and specifications needed to approve such permits. Further, should utilities within the municipal boundaries of the City have to be relocated due to projects by Pike County to provide countywide Public Facilities, then the County shall bear all cost and expense of relocating said utilities, including if necessary the acquisition of additional right-of-way or easements across property owned by private individuals and entities, without cost to the City.

3.

The City acknowledges that it has reviewed the Pike County Development Impact Fee Ordinance, a copy of which is attached hereto and, by reference, made a part hereof as Exhibit "B" to this agreement, and that it will endeavor to apply to the legal extent possible the terms and provisions of such Ordinance within the City's municipal limits in the same manner as it is applied by Pike County within its unincorporated area. All appeals, credits, individual assessments, refunds and interpretations of the terms and provisions of the Impact Fee Ordinance shall be reserved exclusively to the County.

ADMINISTRATIVE SERVICES FOR ZONING, BUILDING AND DEVELOPMENT
INCLUDING PERMITTING AND CODE ENFORCEMENT

4.

The City of Williamson authorizes Pike County to provide the necessary administration of zoning, building and development including permitting, and code enforcement within the municipal boundaries of the City of Williamson.

5.

Pike County and the City of Williamson, upon execution of this Intergovernmental Agreement, shall negotiate and mutually agree upon a fee structure for the collection and distribution of fees associated with the provision of the administrative services contemplated in paragraph 7 above. Once agreed upon, said "Fee Agreement" shall be an addendum to this Intergovernmental Agreement.

MISCELLANEOUS

1. **Term.** The term of the agreement shall commence as of the date of the execution by the parties hereto and shall continue until (a) the County amends or modifies its Development Impact Fee Ordinance as it affects countywide Public Facilities, or (b) the Pike County Comprehensive Plan, Capital Improvement Element, is amended or modified to eliminate the specified Public Facilities as countywide services; but in no event shall such term exceed fifty (50) years from the initial date of execution hereto. Upon the condition precedent that Pike County had resolved to cease the operation of the subject public facility/facilities provided herein or upon the City's

decision to impose its own development impact fees, which fees shall provide for a public facility/facilities having a higher level of service than the subject facility/facilities as provided herein, then either party shall have the right to terminate this agreement without cause after having given twelve (12) Months written notice of its intent to terminate the agreement to the other. Upon the further condition precedent that either party has breached or has not otherwise met its obligations in accordance with the terms and conditions of this agreement (or as hereafter amended), then the non-breaching party shall have the right to terminate this agreement after giving ninety (90) days written notice of its intent to so terminate to the other party.

2. **Assignment.** Neither party hereto shall, without written consent of the other, assign or transfer this agreement or any rights or obligations hereunder.

3. **Modifications.** The terms of this agreement shall not be altered, amended, or modified except in writing signed by duly authorized officers of the parties hereto.

4. **Construction Under Georgia Law.** This Agreement shall be construed under the laws of the State of Georgia.

5. **Notice.** Any notice or communication hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, registered or certified, addressed as follows:

As to City of Williamson:

City of Williamson
P.O. Box 9
Williamson, Georgia 30292
Attn: Mayor and City Council

As to Pike County:

Pike County, Georgia
P.O. Box 377
Zebulon, Georgia 30295

6. **Counterparts.** This agreement may be simultaneously executed in any number of counterparts, with each counterpart considered to be an original.

7. **Severability.** If any one or more of the terms, provisions, promises, covenants or conditions of this agreement or the application thereof to any person or circumstances, shall to any extent be adjudged invalid, or unenforceable, void or voidable for any reason whatsoever by any court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

8. **Headings.** The captions and headings used throughout this agreement are for convenience or reference only, and the words contained therein shall not be deemed to affect the meaning of any provision of the scope or content of this agreement, nor in any way affect this agreement.

IN WITNESS WHEREOF, the parties hereto, by authorization of their respective Councils and/or Boards in duly convened open meetings, with copies hereof spread upon the minutes; affix the hand and seal of their respective designees, the day and year above written.

SO EXECUTED BY:

Pike County, Georgia (SEAL)

City of Williamson (SEAL)

By: Doug Mangham
Chairman Doug Mangham

By: Steve Fry
Mayor Steve Fry

Attest: _____
County Manager

Attest: Clara Ann Yeoman
CLARA ANN YEOMAN
Notary Public, Pike County, Georgia
My Commission Expires Sept. 21, 2012
Clerk

This was not executed by the City of Williamson in timely fashion. At the time they signed Steve Marro, the GM who structured this agreement, was no longer the GM. Current GM Bill Sawyer not expected to sign so attestation is left blank.

STATE OF GEORGIA

COUNTY OF PIKE

**2017 INTERGOVERNMENTAL AGREEMENT BETWEEN
PIKE COUNTY, GEORGIA, AND THE CITY OF ZEBULON, GEORGIA,
REGARDING THE PROVISION OF ADMINISTRATIVE SERVICES FOR
BUILDING, ZONING, AND DEVELOPMENT INCLUDING
PERMITTING, INSPECTIONS AND CODE ENFORCEMENT.**

This Intergovernmental Agreement is entered this the 13th day of September, 20 17 by and between **Pike County, Georgia**, a political subdivision of the State of Georgia, by and through the duly authorized governing authority of Pike County, Georgia, (hereinafter referred to as “Pike County”), and the **City of Zebulon**, a duly incorporated Georgia municipality wholly situated in Pike County, by and through the duly authorized governing authority of the City of Zebulon (hereinafter referred to as “Zebulon”).

WHEREAS, both Pike County and the City of Zebulon have the need for administrative services related to zoning, building, and development including permitting, inspections and code enforcement;

WHEREAS, the local governments of Pike County and the City of Zebulon, Georgia, desire to provide the services identified in this agreement to the citizens of Pike County and the City of Zebulon in such a manner as to avoid the duplication of services by the local governments and the double taxation of citizens of Pike County and Zebulon;

WHEREAS, pursuant to the mutual cooperation as intended by H.B. 489 and as required by the applicable regulations related to “Service Delivery Strategy” between local governments, Pike County and Zebulon intend to specify and detail through this Intergovernmental Agreement for the provision of administrative services related to

zoning, building, and development, including permitting, inspections and code enforcement, by Pike County, Georgia, within the municipal jurisdiction of the City of Zebulon;

NOW, THEREFORE, Pike County and the City of Zebulon, 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 Pike County shall provide administrative services related to zoning, building, and development, including permitting, inspections and code enforcement within the city limits of Zebulon as follows:

ADMINISTRATIVE SERVICES FOR ZONING, BUILDING AND DEVELOPMENT
INCLUDING PERMITTING, INSPECTIONS AND CODE ENFORCEMENT

1.

Pike County agrees to provide administrative services related to zoning, building and development including permitting, inspections and code enforcement that may arise within the municipal boundaries of the City of Zebulon and as may be otherwise requested by the City of Zebulon.

2.

Pike County shall be solely responsible for providing the total salary and/or compensation, employee benefits, workers' compensation, insurance, payment of social security tax, and all other compensation for the employees providing the administrative services pursuant to this Agreement.

3.

It is understood by the Parties that the City of Zebulon may contract with an individual/entity to serve as the City's Zoning Administrator. The services and compensation of any employed or contracted City Zoning Administrator are not covered by this Intergovernmental Agreement and shall be the sole responsibility of the City of Zebulon.

4.

It is further agreed that prior to the issuance of building permits and/or certificates of occupancy pursuant to this Agreement, Pike County will verify that all conditions precedent to the issuance of such permit and/or certificate have been met by the applicant. Examples of conditions precedent include, but are not limited to, the following: meeting all City standards and specifications as well as having the proper zoning, special exception, or variance; obtaining architectural design review and approval, development review and approval, and/or signage review and approval; and, the proof of payment of any and all required City's fees that may be applicable, such as City Engineer review fees, tap and meter fees, impact fees, zoning and variance fees, sign fees, and any other applicable city fees. Certification that the "conditions precedent", mentioned above and contemplated herein, have been satisfied may require the written certification, confirmation or documentation from the City Administrator, City Zoning Administrator, City Engineer, and/or City Attorney.

FEES ASSOCIATED WITH THE ADMINISTRATIVE SERVICES PROVIDED BY
THE COUNTY FOR ZONING AND BUILDING AND DEVELOPMENT INCLUDING
PERMITTING AND CODE ENFORCEMENT

5.

The fees collected by Pike County for the administrative services related to zoning, building and development provided by the County on behalf of the City of Zebulon pursuant to this Agreement shall include the standard fees required by the County for such services plus an additional Twenty-five Dollars (\$25.00), which additional \$25.00 will be forwarded to the City of Zebulon for the additional City administrative services necessary to effectuate this agreement. The additional administrative fee collected on behalf of the City of Zebulon shall be forwarded by the County to the City of Zebulon on at least a quarterly basis.

CODE ENFORCEMENT BY COUNTY PURSUANT TO THIS AGREEMENT

6.

The code enforcement services provided by Pike County pursuant to this Agreement and within the municipal limits and jurisdiction of the City shall include the base level of services provided by Pike County related to code enforcement in the unincorporated areas of Pike County. Specifically, the services shall include inspections and investigations, the issuances of written notices, warnings and corrective action plans, the issuance of citations for noncompliance, with the prosecution of cases in the Municipal Court of the City. If the City adopts the zoning, building and development regulations of Pike County, then the enforcement of violations pursuant to this Agreement may be effectuated in the Magistrate Court of Pike County contingent upon the further written agreement of the Parties that will require the formal approval of the Chief Magistrate of Pike County.

7.

The City will allow Pike County to perform code enforcement services within the municipal limits and jurisdiction of the City at the base level of code enforcement services provided by Pike County related to code enforcement in the unincorporated areas of Pike County. Specifically, the City will require the services to include the provision of inspections and investigations, the issuances of written notices, warnings and corrective action plans, the issuance of citations for noncompliance, with the prosecution of cases in the Municipal Court of the City. The City will cooperate with the officials of Pike County providing the code enforcement services, including but not limited to, the provision of background information and the identification of the applicable provisions of the City's codes, ordinances, resolutions and/or regulations in connection with the alleged violations and related prosecutions.

COMMUNICATIONS

8.

Communications regarding the services provided pursuant this Agreement shall be between the County Manager of Pike County and the City Administrator of the City of Zebulon.

MISCELLANEOUS PROVISIONS

9.

Term and Termination

This Intergovernmental Agreement shall be for an initial three (3) year period; except, however, either party may terminate this agreement by providing the other party

with written notice of termination, which shall be no less than sixty (60) days prior to the termination date.

10.

Assignment

Neither party hereto shall, without written consent of the other, assign or transfer this agreement or any rights or obligations hereunder.

11.

Modifications

The terms of this agreement shall not be altered, amended, or modified except in writing by the mutual consent of the parties.

12.

Construction under Georgia Law

This Agreement shall be construed under the laws of the State of Georgia.

13.

Notices

Any notice or communication hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, either first class, registered or certified, and addressed as follows:

As to Pike County:
Attn: County Manager
Pike County, Georgia
P.O. Box 377
Zebulon, Georgia 30295

As to City of Zebulon:
Attn: City Administrator
City of Zebulon
PO Box 385
Zebulon, GA 30295

14.

Counterparts

This agreement may be simultaneously executed in any number of counterparts, with each counterpart considered to be an original.

15.

Severability

If any one or more of the terms, provisions, promises, covenants or conditions of this agreement or the application thereof to any person or circumstances, shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by any court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this agreement shall not be affected thereby and shall be deemed valid and enforceable to the fullest extent permitted by law.

16.

Headings

The captions and headings used throughout this agreement are for convenience or reference only, and the words contained therein shall not be deemed to affect the meaning of any provision of the scope or content of this agreement, nor in any way affect this agreement.

IN WITNESS WHEREOF, the parties hereto, by authorization of their respective Board and Council, pursuant to duly convened open meetings with copies of this Agreement spread upon the minutes of the respective parties, do hereby affix the hand and seal of their respective designees, this the day and year as set forth above as follows:

(SIGNATURES ON FOLLOWING PAGE)

SO EXECUTED BY:

Pike County, Georgia

City of Zebulon

By: J. Brian Johnson
Chairman J. Brian Johnson

By: Bobby Blalock
Mayor Bobby Blalock

Attest: John Wayne
County Clerk

Attest: Randy G. Hitchman
City Clerk

(SLAL)

(SEAL)



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:PIKE	Service:Public Works
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1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

- b.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

- c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):

- d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Pike County, City of Concord, City of Molena, and City of Zebulon.**

- e.) Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes** (if "Yes," you must attach additional documentation as described, below)

- No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Pike County	General Fund
City of Concord	General Fund
City of Molena	General Fund
City of Zebulon	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

The County has traditionally assisted the Cities on an as need basis and will continue. The County and the City of Zebulon have entered into an Intergovernmental Agreement to provide services above the basic level of service.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	Contracting Parties	Effective and Ending Dates
Intergovernmental Agreement	Pike County & City of Zebulon	7/1/17 - 6/30/20

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **John Hanson, County Manager**
 Phone number: **770-567-3406** Date completed: 9/15/2017

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

STATE OF GEORGIA

COUNTY OF PIKE

2017 INTERGOVERNMENTAL AGREEMENT BETWEEN PIKE COUNTY, GEORGIA, AND THE CITY OF ZEBULON, GEORGIA, REGARDING THE PROVISION OF MAINTENANCE RELATED TO RIGHTS OF WAYS, SIDEWALKS, CURBS AND GUTTERS WITHIN A PORTION OF THE CENTRAL DOWNTOWN DISTRICT OF THE CITY OF ZEBULON.

This Intergovernmental Agreement is entered this the 8th day of August, 2017 by and between **Pike County, Georgia**, a political subdivision of the State of Georgia, by and through the duly authorized governing authority of Pike County, Georgia, (hereinafter referred to as “Pike County”), and the **City of Zebulon**, a duly incorporated Georgia municipality wholly situated in Pike County, by and through the duly authorized governing authority of the City of Concord (hereinafter referred to as “Concord”).

WHEREAS, both Pike County and the City of Zebulon have public works and/or building and grounds departments that provide maintenance services related to the cleanup and maintenance of streets, sidewalks, curbs and gutters;

WHEREAS, the local governments of Pike County and the City of Zebulon, Georgia, desire to provide the maintenance services identified in this agreement while avoiding the duplication of services by the local governments and the double taxation of citizens of Zebulon and Pike County;

WHEREAS, pursuant to the mutual cooperation as intended by H.B. 489 and as required by the applicable regulations related to “Service Delivery Strategy” between local governments, Pike County and Zebulon intend to specify and detail through this Intergovernmental Agreement for the provision of maintenance services by Pike County,

Georgia, including the cleanup and minor repair of the rights of way, sidewalks, curbs and gutters within the area of the Central Downtown District of the City of Zebulon specifically identified and designated in this Agreement;

NOW, THEREFORE, Pike County and the City of Zebulon, 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 Pike County shall provide maintenance services for the rights of ways, sidewalks, curbs and gutters within the area designated below that is within the Central Downtown District and city limits of Zebulon as follows:

1.

**MAINTENANCE OF RIGHTS OF WAYS,
SIDEWALKS, CURBS AND GUTTERS**

Pike County will provide maintenance services to the City of Zebulon including but not limited to the following: mowing of rights of way; weed control for sidewalks, landscaping beds, curbs and gutters, including edging; and, the removal of debris from the subject areas.

2.

COMPENSATION FOR HIGHER LEVEL OF SERVICES

The services contemplated in this Intergovernmental Agreement are considered as a higher level of service to be provided by Pike County above and beyond the “base” services provided by the Pike County Public Works and Building and Grounds Departments. Specifically, the City of Zebulon agrees that the services contemplated in this agreement constitute services that would have traditionally been the responsibility of

the City of Zebulon and the Zebulon Public Works Department. Accordingly, the City of Zebulon has agreed to pay Pike County \$12,000.00 annually for the provision of the maintenance services set forth herein, which shall be payable in equal monthly installments of \$1,000.00; which is intended to offset the cost of the higher level service provided by Pike County and to avoid the additional taxation upon the citizens.

3.

DESIGNATED MAINTENANCE AREA

The Parties agree that the maintenance area for the purposes of this Intergovernmental Agreement shall be the rights of way, sidewalks, curbs, landscaping beds, and gutters located along the highway 19 corridor of the Central Downtown District of Zebulon from what is known as “triangle to triangle”, including the area between the north and south beginning and ending points of the one way traffic on Highway 19; said maintenance area shall also include the small triangle located on the south end of the designated area that includes one of the City’s fountains with surrounding landscaping; and, said maintenance area shall also include the city block west of the Courthouse that includes the area south of Jackson Street from Highway 19 to Adams Street, east of Adams street from Jackson Street to Concord Street, the north and south sides of Concord Street from Adams Street to Highway 19, and west of Highway 19 from Concord Street to Jackson Street. This designated maintenance area is depicted as the highlighted area on the attached exhibit A.

4.

COMMUNICATIONS

Communications regarding the services provided pursuant this Agreement shall be between the County Manager of Pike County and the City Administrator of the City of Zebulon.

5.

MISCELLANEOUS PROVISIONS

A. **Term and Termination.** This Intergovernmental Agreement shall be for an initial three (3) year period; except, however, either party may terminate this agreement by providing the other party with written notice of termination, which shall be no less than sixty (60) days prior to the termination date.

B. **Assignment.** Neither party hereto shall, without written consent of the other, assign or transfer this agreement or any rights or obligations hereunder.

C. **Modifications.** The terms of this agreement shall not be altered, amended, or modified except in writing by the mutual consent of the parties.

D. **Construction under Georgia Law.** This Agreement shall be construed under the laws of the State of Georgia.

E. **Notice.** Any notice or communication hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, either first class, registered or certified, and addressed as follows:

As to Pike County:

Attn: County Manager
Pike County, Georgia
P.O. Box 377
Zebulon, Georgia 30295

As to City of Zebulon:

Attn: City Administrator
City of Zebulon
PO Box 385
Zebulon, GA 30295

F. **Counterparts.** This agreement may be simultaneously executed in any number of counterparts, with each counterpart considered to be an original.

G. **Severability.** If any one or more of the terms, provisions, promises, covenants or conditions of this agreement or the application thereof to any person or circumstances, shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by any court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this agreement shall not be affected thereby and shall be deemed valid and enforceable to the fullest extent permitted by law.

H. **Headings.** The captions and headings used throughout this agreement are for convenience or reference only, and the words contained therein shall not be deemed to affect the meaning of any provision of the scope or content of this agreement, nor in any way affect this agreement.

IN WITNESS WHEREOF, the parties hereto, by authorization of their respective Board and Council, pursuant to duly convened open meetings with copies of this Agreement spread upon the minutes of the respective parties, do hereby affix the hand and seal of their respective designees, this the day and year as set forth above as follows:

(SIGNATURES ON FOLLOWING PAGE)

SO EXECUTED BY:

Pike County, Georgia

City of Zebulon

By: J. Briar Johnson
Chairman J. Briar Johnson

By: Bobby Blalock
Mayor Bobby Blalock

Attest: John Wayne
County Clerk

Attest: Randy G. Mitchell
City Clerk

(SEAL)

(SEAL)

Exhibit A



Overview




Legend

-  Parcels
-  Roads

Date created: 7/12/2017
Last Data Uploaded: 7/11/2017 9:28:19 PM

 Developed by
The Schneider Corporation

 Designated Maintenance Area



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: PIKE

Service: Traffic/Municipal Court

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

- b.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

- c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):

- d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Pike County, City of Molena, City of Williamson, City of Zebulon.**

- e.) Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes (If "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Pike County	General Funds, Fines, Forfeitures
City of Concord	General Funds, Fines, Forfeitures
City of Molena	General Funds, Fines, Forfeitures
City of Williamson	General Funds, Fines, Forfeitures
City of Zebulon	General Funds, Fines, Forfeitures

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Since the previous Service Delivery Strategy update the City of Williamson now has a Municipal Court.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **John Hanson, County Manager**
 Phone number: **770-567-3406** Date completed: 9/15/2017

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: PIKE

Service: Water Supply & Distribution

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

- b.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

- c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):

- d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Pike County, City of Concord, City of Meansville, City of Molena, City of Williamson, City of Zebulon**

- e.) Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes (if "Yes," you must attach additional documentation as described, below)

No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Pike County	General Fund, User Fees
City of Concord	General Fund, User Fees
City of Meansville	General Fund, User Fees
City of Molena	General Fund, User Fees
City of Williamson	General Fund, User Fees
City of Zebulon	General Fund, User Fees, Impact Fees.

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Prior Service Delivery Update in 2005 referenced addendum with City of Zebulon forthcoming which was completed and is now in effect.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Addendum - Water Agreement	Pike County Water/Sewerage & City of Zebulon	10-14-2004

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **John Hanson, County Manager**
 Phone number: **770-567-3406** Date completed: 09/15/2017

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

**ADDENDUM TO
WATER PURCHASE AGREEMENT BETWEEN
THE PIKE COUNTY WATER AND SEWERAGE AUTHORITY
AND
THE CITY OF ZEBULON**

THIS ADDENDUM is made this 14th day of October, 2004, by and between THE PIKE COUNTY WATER AND SEWERAGE AUTHORITY, a political subdivision of the State of Georgia (hereinafter referred to as "the Pike Authority"), and CITY OF ZEBULON, a municipality of the State of Georgia acting by and through its duly elected Council (hereinafter referred to as "Zebulon").

The Pike Authority and Zebulon entered into a contract for the purchase of water on the 2nd day of September, 2003 (hereinafter referred to as the "Water Purchase Agreement"). In consideration of the mutual covenants contained herein and the obligations of the Pike Authority and Zebulon under the terms of the Water Purchase Agreement, the parties agree as follows:

1. Section 1 of the Water Purchase Agreement is herewith amended by the addition of the following paragraphs following the existing text:

"For purposes of this Agreement the parties agree that the following service delivery areas for the providing of water and/or sewer services shall be applicable:

Zebulon. The service delivery area for the providing of water and/or sewer services by Zebulon shall consist of (a) the incorporated city limits of Zebulon as of the date of this addendum as shown and depicted on Exhibit "A" attached hereto and made a part hereof and (b) the parcels of real property located within unincorporated Pike County which as of

October 14th, 2004, are adjacent to existing water service lines of Zebulon. Said existing water service lines are shown and depicted on Exhibit "B" attached hereto and made a part hereof. During the term of the Water Purchase Agreement Zebulon shall not initiate the provision of water or sewer services outside the service delivery area for Zebulon as identified by this Addendum and as depicted and shown on Exhibits "A" and "B".

Pike Authority. The service delivery area for the providing of water and/or sewer services by the Pike Authority shall consist of all of unincorporated Pike County with the exception of those unincorporated areas located within the service delivery area of Zebulon described in the preceding paragraph of this Addendum, which are depicted on the attached Exhibit "B".

In addition the Pike Authority rather than Zebulon shall provide water and/or sewer service to parcels of property located in the area outside of the incorporated City Limits of Zebulon and depicted on Exhibit "B" and which were not a customer of Zebulon with an established account as of October 14th, 2004 in the event of either (a) any request for water service with a meter service of greater than four inches or (b) any request for water service consisting of more than two water customers (examples of this type of request - subdivision of land of more than two parcels, residential subdivision development of more than two lots, commercial development of more than two water customers).

During the term of the Water Purchase Agreement Zebulon shall not initiate the provision of water or sewer services outside the service delivery area for Zebulon as identified by this Addendum and as depicted and shown on Exhibits "A" and "B".

In the event Zebulon should expand through annexation during the term of the Water Purchase Agreement any property annexed that the Pike Authority provides water or sewer services at the time of annexation shall remain within the service delivery area of the Pike Authority. In the event the property annexed is not serviced by the Pike Authority at the time of annexation the property shall become part of the service delivery area for Zebulon."

2. Section 3 of the Water Purchase Agreement is herewith amended by the addition of the following sentence following the existing text of the first paragraph of Section 3:

"The Pike Authority shall provide said notice in accordance with the format depicted on Exhibit "C" attached hereto and made a part hereof."

Zebulon and the Pike Authority recommend to Pike County that the service delivery area designated by the parties in this Addendum for the providing of water and/or sewer service be incorporated in the service delivery strategy agreement as between Zebulon and Pike County.

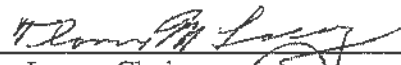
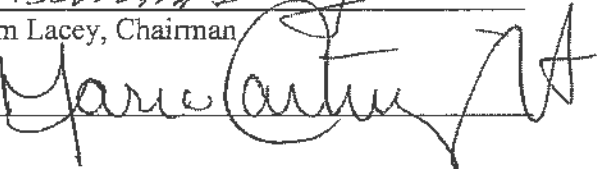
Finally, the parties agree, that, if required by the Georgia Department of Natural Resources, Environmental Protection Division, the Pike County Authority shall obtain and maintain in good standing a permit as a water distribution system operator.

With the exception of the modifications made by this Addendum, the terms of the Water Purchase Agreement shall remain in full force and effect. Upon execution of this Addendum by

each of the parties and appropriate approval the Addendum to the Water Purchase Agreement dated 2nd day of November, 2003 shall be of no force or effect.

IN WITNESS WHEREOF, the parties have caused this Addendum to be signed by their duly authorized representatives the day and year first above written.

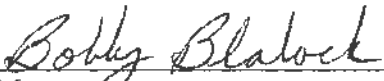

**PIKE COUNTY WATER AND
SEWERAGE AUTHORITY**

By: 
Tom Lacey, Chairman
Attest: 

Approved as to form:

Attorney for the Authority

CITY OF ZEBULON, GEORGIA

By: 
Mayor
Attest: 

Approved as to form:

City Attorney

EXHIBIT C
ADDENDUM TO
WATER PURCHASE AGREEMENT BETWEEN
THE PIKE COUNTY WATER AND SEWERAGE AUTHORITY
AND
THE CITY OF ZEBULON

1. The written notice required by Section 3 of the Water Purchase Agreement shall contain the following information upon submission by the Pike Authority:
 - (a) location of proposed meter placement
 - (b) proposed meter size
 - (c) estimated amount of water to be purchased
 - (d) estimated number of lots or customers to be served from meter
2. Zebulon shall conduct within fifteen days of receipt of the submission by the Pike Authority the evaluations necessary to determine if one of the two conditions defined in Section 4 of the Water Purchase Agreement are present.
3. Within the first fifteen days of receipt of the submission and upon determination that both of the conditions defined by Section 4 are not present, Zebulon shall then submit the request to the City's Engineer for review and approval. Specifically, the City of Zebulon must have the Engineer's stamped approval prior to forwarding the request to EPD for the required EPD approval. In the event one or both conditions are present, Zebulon may reject the submission as provided by Section 4 of the Water Purchase Agreement.
4. Within ten (10) days of the receipt of the stamped approval from the City's Engineer, Zebulon will forward the request to EPD for review and approval. Specifically, Zebulon can not begin or allow the installation of the meter without EPD approval and authorization. If the City's Engineer should reject the request based upon one of the conditions defined by Section 4 of the Water Purchase Agreement, Zebulon may reject the submission as provided by Section 4 of the Water Purchase Agreement. If approved by the City's Engineer and Zebulon forwards the request to EPD for review and approval, Zebulon will then prepare a cost estimate for installation of water service. The cost estimate to include all costs associated with labor, materials and fees.
5. Upon receipt of approval and authorization from EPD, Zebulon will forward the cost estimate to the Pike Authority. Upon receipt of acceptance of the cost estimate and payment from the Pike Authority Zebulon shall complete installation within 30 days. In the alternative the Pike Authority, upon receipt of the cost estimate from Zebulon, may install the meter at its sole cost subject to installation review and approval by Zebulon which approval shall not unreasonably be withheld. Approval by Zebulon in this regard shall include the manner in which the meter is connected, the location of the meter, the size and type of meter in conjunction with any recommendations from the City's Engineer.
6. At the option of the parties and if acceptable to EPD, the Pike Authority may submit the engineered plans for the meter and water lines directly to EPD pending approval of the Pike Authority submission required by Section 3 of the Water Purchase Agreement. If approved by EPD the approval shall satisfy the EPD approval and authorization referenced in paragraph 5 of this Exhibit "C".



SERVICE DELIVERY STRATEGY

FORM 3: Summary of Land Use Agreements

Instructions:

Answer each question below, attaching additional pages as necessary. Please note that any changes to the answers provided will require an update of the service delivery strategy. If the contact person for this service (listed at the bottom of this page) changes, this should be reported to the Department of Community Affairs.

COUNTY: PIKE

1. What incompatibilities or conflicts between the land use plans of local governments were identified in the process of developing the service delivery strategy?

None

2. Check the boxes indicating how these incompatibilities or conflicts were addressed:

- Amendments to existing comprehensive plans
- Adoption of a joint comprehensive plan
- Other measures (amend zoning ordinances, add environmental regulations, etc.)

If "other measures" was checked, describe these measures:

None

NOTE:

If the necessary plan amendments, regulations, ordinances, etc. have not yet been formally adopted, indicate when each of the affected local governments will adopt them.

3. What policies, procedures and/or processes have been established by local governments (and water and sewer authorities) to ensure that new extraterritorial water and sewer service will be consistent with all applicable land use plans and ordinances? Intergovernmental Agreements in place. No change.

4. Person completing form: **John Hanson, County Manager**

Phone number: **770 -567-3406** Date completed: 9/15/2017

5. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:



SERVICE DELIVERY STRATEGY
FORM 4: Certifications

Instructions:

This form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2010 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2010 population of between 500 and 9,000 residing within the county. Cities with a 2010 population below 500 and local authorities providing services under the strategy are not required to sign this form, but are encouraged to do so.

COUNTY: PIKE

We, the undersigned authorized representatives of the jurisdictions listed below, certify that:

1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (2)); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
<u>LIST EACH JURISDICTION HERE, ALPHABETICALLY</u>	Pike County Chairman	Briar Johnson	<i>Briar Johnson</i>	9-13-2017
	City of Concord Mayor	John Strickland	<i>John Strickland</i>	9-12-17
	City of Meansville Mayor <i>Pro Tem</i>	Gayle Burden Sandy Mitchell	<i>Sandy Mitchell</i>	9-13-2017
	City of Molena Mayor <i>Pro Tem</i>	Jennifer Riggins	<i>Jennifer Riggins</i>	9-13-17
	City of Williamson Mayor	Steve Fry	<i>Steve Fry</i>	9-14-17
	City of Zebulon Mayor	Bobby Blalock	<i>Bobby Blalock</i>	9-12-17