

14-R-3600

(Do Not Write Above This Line) 4454

*Carl Ansh*

A resolution authorizing the mayor, or his designee, to enter into an intergovernmental agreement (iga) with fulton county, georgia for the provision of animal control services within the city of atlanta for a period of three years and six months. In an amount to be calculated and invoiced annually and to be based on the number of calls received by the vendor with which fulton county has contracted for the provision of animal control services within the corporate limits of the city of atlanta and which are not related to state mandated county rabies control responses, to be charged to and paid from fund, department, organization, and account number 1001 (general fund) 20052 (ndp fulton county) 5710001 (payments to other governments) 1514000 (tax administration); and for other purposes.

Approved By:

**ADOPTED BY**

Councilmember

MAY 1 9 2014

**COUNCIL**

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1st ADOPT 2nd READ & REFER
- PERSONAL PAPER REFER

Date Referred  
 Referred To:  
 Date Referred  
 Referred To:  
 Date Referred  
 Referred To:

**First Reading**

Committee \_\_\_\_\_  
 Date \_\_\_\_\_  
 Chair \_\_\_\_\_  
 Referred To \_\_\_\_\_

Committee

Date

Chair

Action

Fav, Adv, Hold (see rev. side)

Other

Members

Refer To

Committee

Date

Chair

Action

Fav, Adv, Hold (see rev. side)

Other

Members

Refer To

Committee

Date

Chair

Action

Fav, Adv, Hold (see rev. side)

Other

Members

Refer To

Committee

Date

Chair

Action

Fav, Adv, Hold (see rev. side)

Other

Members

Refer To

**FINAL COUNCIL ACTION**  
 2nd  1st & 2nd  3rd  
 Readings  
 Consent  V Vote  RC Vote

**CERTIFIED**

**CERTIFIED**  
 MAY 1 9 2014

ATLANTA CITY COUNCIL PRESIDENT

*[Signature]*

**CERTIFIED**  
 MAY 1 9 2014

*Rachel Doughton Johnson*  
 MUNICIPAL CLERK

MAYOR'S ACTION

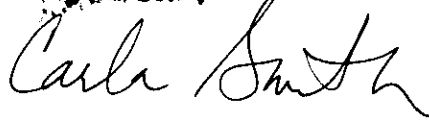
**APPROVED**

MAY 2 8 2014

WITHOUT SIGNATURE  
 BY OPERATION OF LAW

CITY COUNCIL  
ATLANTA, GEORGIA

RESOLUTION BY



A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH FULTON COUNTY, GEORGIA FOR THE PROVISION OF ANIMAL CONTROL SERVICES WITHIN THE CITY OF ATLANTA FOR A PERIOD OF THREE YEARS AND SIX MONTHS, IN AN AMOUNT TO BE CALCULATED AND INVOICED ANNUALLY AND TO BE BASED ON THE NUMBER OF CALLS RECEIVED BY THE VENDOR WITH WHICH FULTON COUNTY HAS CONTRACTED FOR THE PROVISION OF ANIMAL CONTROL SERVICES WITHIN THE CORPORATE LIMITS OF THE CITY OF ATLANTA AND WHICH ARE NOT RELATED TO STATE MANDATED COUNTY RABIES CONTROL RESPONSES, TO BE CHARGED TO AND PAID FROM FUND, DEPARTMENT, ORGANIZATION, AND ACCOUNT NUMBER 1001 (GENERAL FUND) 20052 (NDP FULTON COUNTY) 5710001 (PAYMENTS TO OTHER GOVERNMENTS) 1514000 (TAX ADMINISTRATION); AND FOR OTHER PURPOSES.

**WHEREAS**, there exists a need to control animal-borne diseases, and investigate cruelty and other complaints involving animals with the City of Atlanta (**City**); and

**WHEREAS**, the Georgia Constitution, ARTICLE IX, Section 2, Paragraph 3, except as otherwise provided by law, prohibits cities and counties from exercising governmental authority within each other's boundaries except by Intergovernmental Agreement; and

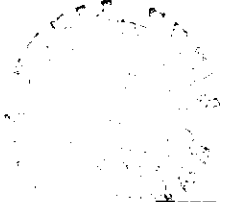
**WHEREAS**, to address this need, Fulton County (**County**) and the City desire to enter into an Intergovernmental Agreement for the County to respond to citizens' requests for animal control services twenty-four hours per day with in the corporate limits of the City; and

**WHEREAS**, the County intends to provide the animal control services to the City through a contract with an approved animal control services vendor (**Vendor**) under the direction and control of the County; and

**WHEREAS**, the County and the City recognize and agree that pursuant to the animal services contract, the County shall only enforce the animal control ordinances contained in Chapter 18, Article IV of the City of Atlanta Code of Ordinances; and

**WHEREAS**, the animal control ordinances contained in Chapter 18, Article IV of the City of Atlanta Code of Ordinances contain provisions making animal cruelty unlawful, and specifically prohibiting abusive behavior towards elephants; and

**WHEREAS**, it is the desire of the City that these provisions prohibiting animal cruelty and specifically prohibiting abusive behavior towards elephants be robustly enforced within the corporate limits of the City.



**THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES**, that the Mayor is authorized to execute an Intergovernmental Agreement (**IGA**) with Fulton County for the provision of animal control services twenty-four hours per day within the City of Atlanta, in an amount to be calculated and invoiced annually and to be based on the number of calls received by the vendor with which Fulton County has contracted for the provision of animal control services within the corporate limits of the City of Atlanta and which are not related to state mandated county rabies control responses.

**BE IT FURTHER RESOLVED**, that the term of the IGA shall be three years and six months, commencing on July 1, 2014 and concluding on December 31, 2017.

**BE IT FURTHER RESOLVED**, that the City Attorney or her/his designee be and is directed to prepare the agreement for execution by the Mayor, and the agreement shall be approved by the City Attorney or her/his designee as to form.

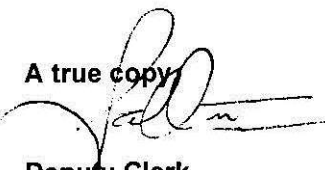
**BE IT FURTHER RESOLVED**, that the agreement shall not become binding upon the City and the City shall incur no obligation or liability hereunder until the same has been signed by the Mayor and attested to by the municipal clerk, and delivered to Fulton County, Georgia.

**BE IT FINALLY RESOLVED**, that all payments to Fulton County, Georgia under the IGA shall be charged to and paid from fund, department, organization, and account number 1001 (General Fund) 20052 (NDP Fulton County) 5710001 (Payments to Other Governments) 1514000 (Tax Administration).

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AAR

A true copy



Deputy Clerk

ADOPTED by the Atlanta City Council  
APPROVED as per City Charter Section 2-403

MAY 19, 2014  
MAY 28, 2014

**INTERGOVERNMENTAL AGREEMENT  
FOR THE PROVISION OF  
ANIMAL CONTROL SERVICES  
BETWEEN  
FULTON COUNTY, GEORGIA  
AND  
ATLANTA, GEORGIA**

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THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), by and between Fulton County, Georgia ("County") and the City of Atlanta, Georgia ("City") within Fulton County is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

WHEREAS, Fulton County, Georgia is a constitutionally created political subdivision of the State of Georgia; and

WHEREAS, the Georgia Constitution, ARTICLE IX, Section 2, Paragraph 3, except as otherwise provided by law, prohibits cities and counties from exercising governmental authority within each other's boundaries except by Intergovernmental Agreement; and

WHEREAS, the County and City desire to enter into an Intergovernmental Agreement for the County to respond to citizens' requests for animal control services twenty-four (24) hours per day within the corporate limits of the City; and

WHEREAS, there is a need to control rabies, investigate cruelty complaints, and investigate animal bites within the corporate limits of the City upon request of the City; and

WHEREAS, the County has the capacity to provide such services through a contract with an approved animal control services vendor; and

WHEREAS, the City wishes to purchase animal control services within its corporate limits and delegate response to animal control complaints by its citizens twenty-four (24) hours per day, such response to be made in accordance with the provisions of the animal services contract; and

WHEREAS, the County wishes to provide such services to the City through a contract with an approved animal control services vendor under the direction and control of the County;

WHEREAS, the County and the City recognize and agree that pursuant to the animal services contract, the County shall only enforce the animal control ordinances contained in Chapter 18, Article IV of the City of Atlanta Code of Ordinances;

WHEREAS, the animal control ordinances contained in Chapter 18, Article IV of the City of Atlanta Code of Ordinances contain a provisions making animal cruelty unlawful, and specifically prohibiting abusive behavior towards elephants;

WHEREAS, the City wishes that these provisions prohibiting animal cruelty and specifically prohibiting abusive behavior towards elephants be robustly enforced in the City of Atlanta;

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:



**ARTICLE 1**

**PURPOSE AND INTENT**

1.1 The County agrees to provide animal control services through a contract with an animal control services vendor within the corporate limits of the City.

1.2 The County agrees to provide a response to requests for animal control services within the City in accordance with the time periods specified in the County's contract with its approved animal control services vendor.

1.3 The County agrees to provide rabies control services within the corporate limits of the City upon request of the City and in accordance with the approved contract with the animal control services vendor.

**ARTICLE 2**

**TERM OF AGREEMENT**

2.1 The term of this Agreement is for three (3) years and six (6) months commencing on July 1, 2014 and concluding on December 31, 2017. At the conclusion of this term, the City will be solely responsible for providing all animal control services within its boundaries, with the exception of state mandated rabies control response which the County will continue to provide unless the term of the Agreement is extended in accordance with the provisions of this Agreement. This Agreement may be extended for additional terms by mutual agreement approved by both governing bodies.

**ARTICLE 3**

**COMPENSATION AND CONSIDERATION**

3.1 During the first term of this agreement and each subsequent term thereafter, the cost to the City will be based on the classification and location of calls received by the animal control services vendor during the previous year with the payment amount determined by the following formula:

$$\text{Payment Amount} = Y (A) (C/TC)$$

Y = Percentage of response NOT related to state mandated county rabies control responses.

A = Contract Award Amount plus Indirect Cost (Applicable County Full Cost Plan)

C = Number of responses to requests for animal control service within the City or unincorporated Fulton County

TC = Total number of responses for each municipality and Fulton County

The payment amount for each municipality and Fulton County and an example calculation is included (Attachment 1).

3.2 Upon commencement of the Agreement and again on every July 1 of each subsequent year during the term of the agreement, the County will invoice the City for the annual compensation due under the Agreement. The invoice will include compensation under the Agreement for twelve months of animal control services. Payment will be due within sixty (60) days of the invoice date and should be sent to the Fulton County Finance Department, Treasury Division, Suite 7001, 141 Pryor Street, SW, Atlanta, GA 30303. Failure to remit payment to Fulton County within sixty (60) days of the invoice date may result in suspension of services to the City until such time as the payment is received or termination of the Agreement.

#### ARTICLE 4

##### ANIMAL CONTROL SERVICES

4.1 The County agrees to contract with an animal control services vendor to provide animal control services within the County, including within the boundaries of the City.

4.2 The City recognizes that the County will provide animal control services through a contract awarded to an independent animal control services vendor selected by the County Board of Commissioners.

4.3 The County and the City recognize and agree that the County shall only enforce the animal control ordinances contained in Chapter 18, Article IV of the City of Atlanta Code of Ordinances.

4.4 The County and the City recognize that the City shall have the right to request of the County that it assign tasks to the animal control services vendor pursuant to this agreement. Supervision and the means by which tasks are accomplished shall be the responsibility of the County through the animal control services contract administrator.

4.5 The County and the City recognize and agree that, at any time a Traveling Company Providing Public Entertainment<sup>1</sup> stages an event which includes performing elephants within the boundaries of the City, the County shall cause the animal control services vendor to conduct four daily random site visits, unannounced to the Traveling Company, and continuing daily until the event is concluded. The County shall cause the animal control vendor to provide digital and/or video documentation and an inspection report of each site visit.

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<sup>1</sup> For purposes of this Agreement, the term "Traveling Company Providing Public Entertainment" means any company which travels to various locations throughout the country to provide public entertainment for a limited time period of no more than 90 days.



**ARTICLE 5**

**RECORD KEEPING AND REPORTING**

5.1 The County agrees to provide the City with all reports stipulated in the animal control service vendor's contract and access to records the vendor is required to maintain in accordance with the vendor's contract.

**ARTICLE 6**

**TERMINATION**

6.1 The parties agree that the City may, upon sixty (60) days written notice to the County, terminate this agreement upon its determination it wishes to provide its own animal control services. The parties agree that the County may, upon sixty (60) days written notice to the City, terminate this agreement which would require the City to provide its own animal control services, except for state mandated rabies control.

**ARTICLE 7**

**EVENT OF DEFAULT AND REMEDY**

7.1 An event of default shall occur if the County fails to provide animal control services as stipulated in the current animal control service vendor's contract, through an animal control services vendor as selected by the County Board of Commissioners or the City shall be in default if the City fails to pay any subsequent payment due pursuant to Article 3 of this Agreement.

7.2 If the City fails to cure an Event of Default within thirty (30) days, then the city agrees that it will be responsible for providing its own animal control services at its own cost and expense and that any outstanding payments or amounts due to the County will constitute liquidated damages, and not a penalty, under this Agreement.


7.3 If the County defaults, the County agrees that the City may provide animal control services, as stipulated in the current animal control services vendor's contract, in any manner the City decides, with the County to bear all reasonable and necessary costs associated with the City providing those services during the Term of Agreement. Payment by the County to the City will be made within sixty (60) days of receipt of a City invoice.

7.4 If one or more Events of Default listed in this Article shall occur, the party suffering from the default shall provide written notice of default within thirty (30) days to the defaulting party. After receiving notice of default, the party in default shall have thirty (30) days to cure any default. If the default is not cured within thirty (30) days, the party that is not in default may terminate the Agreement.

**ARTICLE 8**

**ENTIRE AGREEMENT**

8.1 It is understood that the provisions of this agreement include all of the agreements made by the County and the City without regard to any oral conversations which may



have taken place prior to execution or subsequent thereto and that any changes shall be made in writing and agreed to by both parties.

## **ARTICLE 9**

### **SEVERABILITY**

9.1 If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or the invalid portion of the provision were not part of the Agreement.

## **ARTICLE 10**

### **NOTICES**

10.1 Notices sent by mail will be deemed to be received upon deposit in the mail, properly addressed. Notices sent by certified or registered mail will be deemed to be received upon the date of the acknowledgement. Notices sent by facsimile will be deemed to be received upon successful transmission to the proper facsimile number. Notices delivered by hand-delivery will be deemed to be received upon acceptance by the respective party or its agent.

10.2 Either party may, at any time, change its respective address or facsimile number by sending written notice to the other party of the change.

10.3 For all notices to City the address will be as noted on the signature page for each respective city:

For all notices to County the address will be:

Fulton County  
Office of the County Manager  
141 Pryor Street  
Atlanta, GA 30303

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**IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.**

**FULTON COUNTY, GEORGIA**

**ATTEST:**

\_\_\_\_\_  
**John Eaves**  
**Chair**  
**Fulton County Board of Commissioners**

\_\_\_\_\_  
**Mark Massey**  
**Clerk** **SEAL**  
**Fulton County Board of Commissioners**

**Approved as to Form:**

\_\_\_\_\_  
**Office of the Fulton County Attorney**

\_\_\_\_\_  
**Director, Planning and Community Services**

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**CITY OF ATLANTA, GEORGIA**

\_\_\_\_\_  
**Kasim Reed**  
**Mayor**

\_\_\_\_\_  
**Municipal Clerk**                      **SEAL**

**Approved as to Form:**

\_\_\_\_\_  
**City Attorney**

\_\_\_\_\_  
**City Manager**

City of Atlanta  
55 Trinity Avenue, S.W.  
Atlanta, GA 30303

Facsimile: (404) 658-6893  
Attention: The Honorable Kasim Reed, Mayor

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RCS# 327  
5/19/14  
4:16 PM

Atlanta City Council

PERSONAL

ANIMAL CONTROL

ADOPT/SMITH

YEAS: 12  
NAYS: 0  
ABSTENTIONS: 0  
NOT VOTING: 1  
EXCUSED: 0  
ABSENT 3

Y Smith	Y Archibong	Y Moore	Y Bond
Y Hall	B Wan	Y Martin	Y Norwood
B Young	Y Shook	Y Bottoms	Y Dickens
B Winslow	Y Adrean	Y Sheperd	NV Mitchell

PERSONAL