COUNTY AGENDA REQUEST

Department:	Administration	Presenter(s):	Jack Krakeel
Meeting Date:	Thursday, March 8, 2012	Type of Request:	Consent

Wording for the Agenda:

Approval of staff's recommendation to approve an "Amendment to Service Agreements Between Fayette County, Georgia and the Town of Brooks, Georgia", which makes all service agreements between the County and the Town expire on December 31 in the years in each agreement, and provides consistent renewal terms and conditions ; and authorization for the Chairman to execute said Amendment.

Background/History/Details:

This item is a "house-keeping" item. Fayette County provides a varying number of services to our municipalities, each of which has been determined to be more efficiently provided by the County. These services are administered by agreements between the County and each of the cities.

The County provides many services to the Town of Brooks. The various intergovernmental agreements which enable these services have different termination dates. The County is in the process of attempting to have all agreements* end on a consistent date, December 31. The proposed Amendment in question here will change the date of termination of each of the County's agreements with the Town of Brooks to December 31, although the year of termination will not change from what is specified in each agreement.

*The County Government maintains volumes of agreements for the provision of goods and services, intergovernmental agreements, for grant programs, with contractors, and so on. To improve efficiency in budgeting and administration of all these agreements, the County is attempting to modify old, and issue new agreements with a December termination date, no matter what year is called for.

What action are you seeking from the Board of Commissioners?

Approval of staff's recommendation to approve an "Amendment to Service Agreements Between Fayette County, Georgia and the Town of Brooks, Georgia, which makes all service agreements between the County and the Town expire on December 31 of the specified year in each agreement; and authorization for the Chairman to execute said Amendment.

If this item requires funding, please describe:

None

Has this request been considered within the past two years?	No	If so, when?	
Is Audio-Visual Equipment Required for this Request?*	No	Backup Provided with Request?	Yes

**** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.***

Approved by Finance	Not Applicable	Reviewed by Legal	Yes
Approved by Purchasing	Not Applicable	County Clerk's Approval	Yes
Administrator's Approval	Yes		

Staff Notes:

TOWN OF BROOKS

Post Office Box 96
Brooks, GA 30205

MAYOR
Daniel C. Langford, Jr.

COUNCILMEN
Lewis B. Harper
Scott A. Israel
Todd A. Speer
Ted H. Britt
Jake C. Kunz

February 13, 2012

Jack Krakeel, Fayette County Administrator
Fayette County Administration Building
140 Stonewall Avenue West
Fayetteville, GA 30214

Re: Amendment to Service Agreements

Dear Mr. Krakeel:

Please find enclosed the ORIGINAL Amendment to Service Agreements Between Fayette County, Georgia and the City of Brooks, Georgia which has been duly executed by Mayor Langford on behalf of the City of Brooks. Once the remaining parties have added their signatures, please return a fully-executed copy to this office for our records.

On behalf of the Mayor and Council Members, thank you for your assistance in moving this matter forward.

If you have any questions, please do not hesitate to contact me.

Sincerely,
TOWN OF BROOKS

Cynthia J. Winkle, Clerk

cc: Mayor Daniel C. Langford
Town of Brooks, GA

Amendment to Service Agreements Between Fayette County, Georgia and the City of Brooks, Georgia

STATE OF GEORGIA

COUNTY OF FAYETTE

AGREEMENT

This Agreement is made and entered into by and between the City of Brooks, a Georgia municipal corporation, duly organized and existing under the laws of the State of Georgia, hereinafter referred to as "Brooks", and Fayette County, Georgia, duly organized and existing under the laws of the State of Georgia, hereinafter referred to as "Fayette County".

WHEREAS, in order to promote effective and efficient public services, programs and facilities in the City and County and to avoid duplication of services, the parties hereto have reached the agreement herein specified pursuant to the provisions of Article IX, Section III, paragraph I of the 1983 Constitution of the State of Georgia;

WHEREAS, Brooks and Fayette County have previously entered into several agreements for the provision of services in the City by the County;

WHEREAS, each of the agreements referenced herein have different termination dates, renewal terms and conditions; and

WHEREAS, Brooks and Fayette County desire to amend each of these agreements so that they have consistent termination dates, renewal terms and conditions.

NOW, THEREFORE, for the considerations hereinafter stated, the parties do agree as follows:

I. Agreements to be Amended:

The following Agreements are hereby amended as provided herein (collectively "Agreements"):

Exhibit A Fire Protection, EMS, Roads, Solid Waste, Building Inspections, and Elections

Exhibit B Soil and Erosion

Exhibit C Law Enforcement

Exhibit D Animal Control

II. Amendment to Termination Provisions:

(a) The Agreements are here hereby amended so that each Agreement shall expire on the 31st day of December of each calendar year for which such Agreement remains in effect.

(b) Each Agreement shall automatically renew for an additional twelve (12) month period if neither party terminates the Agreement(s) as provided for in subparagraph (c) below.

(c) Each individual Agreement may be unilaterally terminated by either party, in whole or in part, for any reason whatsoever. If the County decides to terminate any Agreement, it shall provide the City written notice of its intent to terminate by delivering in writing to the City at least one hundred and eighty (180) days prior to the expiration of the Agreement. If the City decides to terminate an Agreement, the City shall provide the County written notice of its intent to terminate by delivering in writing to the County at least sixty (60) days notice prior to the expiration. A Notice of Termination shall specify the specific Agreement(s) being terminated.

III. Severability

It is hereby the declared intention of Brooks and Fayette County that the paragraphs, sections, sentences, clauses, and phrases of this agreement are severable. If one or more paragraphs, sections sentences, clauses, or phrases shall be declared void, invalid or otherwise unenforceable for any reason by the valid, final judgment or decree of any court of competent jurisdiction, such judgment or decree shall not affect the remaining provisions of this agreement and the same shall continue to be fully effective and enforceable on the basis that said remaining provisions would have been agreed to by Brooks and Fayette County without the incorporation of such void, invalid or otherwise unenforceable paragraph, section, sentence, clause or phrase.

IV. Notices

Whenever written notice is required under this agreement, said notice shall be sufficient when received by the County Administrator of Fayette County or the Mayor of Brooks. Said notice may be mailed or hand-delivered but shall not be effective unless actually received.

[SIGNATURES ON FOLLOWING PAGE]

FAYETTE COUNTY, GEORGIA

[SEAL]

_____
Herb Frady, Chairman
Date:

Attest:

_____
Clerk

SHERIFF of FAYETTE COUNTY, GEORGIA

[SEAL]

_____
Wayne Hannah
Date:

Attest:

_____
Clerk

CITY of BROOKS, GEORGIA

[SEAL]

_____
Daniel P. Langford, Jr., Mayor
Date: 2/9/2011

Attest:

_____
Clerk

EXHIBIT A

"ATTACHMENT NO. 7"

STATE OF GEORGIA

COUNTY OF FAYETTE

INTERGOVERNMENTAL AGREEMENT

This Agreement is made and entered into this the 4th day of January, 2011, by and between Fayette County, a political subdivision of the State of Georgia acting by and through its Board of Commissioners, hereinafter referred to as (the "County"), and the Town of Brooks, a duly incorporated municipality of the State of Georgia acting by and through its Mayor and Council, hereinafter referred to as (the "Town").

WHEREAS, any municipality and county may contract for any period not exceeding fifty (50) years with each other pursuant to Art. 9, § 3, ¶ I of the Constitution of the State of Georgia; and

WHEREAS, the County has in the past provided certain services to the Town's residents on behalf of the Town and at the Town's request; and

WHEREAS, the County has provided this assistance to the Town based upon a written agreement between the parties; and

WHEREAS, the parties desire to continue their respective roles as the provider and recipient of such services pursuant to this written agreement; and

WHEREAS, both the County Commissioners and the Town Council have reviewed and approved this Agreement and have authorized the execution and delivery of the same.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1.

This Agreement is simply a recording of the existing understandings between the Town and the County and shall be retroactive.

2.

The Town of Brooks pursuant to Official Code of Georgia Annotated Section 36-24-2(5) shall contract with the County for the provision of the services set forth below. The County shall provide the following services for the Town of Brooks within the Brooks Town Limits:

(a) Fire protection and emergency medical services, including inspections by the fire department;

(b) Road and street construction and maintenance as agreed upon by the Town and County on a case by case basis;

(c) Solid waste management (residents of the Town of Brooks are allowed access to the Fayette County landfill, and are assessed the same fees for such service as other Fayette County residents as has previously been established);

(d) Building Department services, including the issuances of building permits, land disturbance permits, stop work orders, certificates of occupancy; inspections, including enforcement of the Brooks Soil and Erosion Control Ordinance; and notification to the Town of Brooks of non-compliance with the enforcement of building, housing, plumbing, electrical, soil and erosion and other standard codes;

(e) The County Election Superintendent shall serve as the Town Election Superintendent and the County shall perform and conduct all elections held by the Town in accordance with the Georgia Election Code.

3.

The Town does hereby agree to allow the County to access all Town property as necessary for the County to effectively provide the services provided herein.

4.

Any fees assessed or received by the County pursuant to those services provided within this Agreement shall become the property of the County in reimbursement of costs associated with service provision.

5.

The term of this Agreement shall be for the period of twelve (12) months beginning on the date of execution. This Agreement will automatically renew for successive twelve (12) month terms unless terminated pursuant to Paragraph 7 of this Agreement.

6.

The Town of Brooks shall be added to the County liability insurance policy and agrees to pay for any additional premiums charged as a result of coverage. Such policy of insurance shall cover the County including its officers, agents, and employees for any loss or damage arising out of the commission or omission of any act pursuant to this Agreement. The Town shall further indemnify the County against any and all claims, actions, damages, including reasonable attorney's fees, obligations, liabilities and liens arising out of such provision of governmental services by the

County, or by the County's presence within the Town Limits of the Town in furtherance of this Agreement.

7.

This Agreement may be terminated by either party with or without cause by giving the other party written notice of termination at least six months prior to the annual expiration of this Agreement. Such notice shall be considered delivered and the service thereof completed three days following the deposit, in the United States mail, of said notice, either certified or registered, addressed to the other party at the official address set forth in Paragraph 8.

8.

The official address for notification purposes for each party shall be as follows:

Deputy Clerk
Fayette County Board of Commissioners
140 West Stonewall Avenue
Fayetteville, Georgia 30214

Town Clerk
Mayor and Council of the Town of Brooks
P. O. Box 96
Brooks, Georgia 30205

9.

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

10.

This Agreement constitutes the complete understanding between the parties in this matter. All previous agreements in conflict with this Agreement are hereby repealed. No other agreement, statement or promise relating to the subject matter of this Agreement that is not contained herein shall be valid or binding unless in writing and signed by the Town and the County. This Agreement may not be amended except by written instrument signed by both the Town and the County.

11.

If any portion, paragraph, sentence, phrase, or word of this Agreement is declared unconstitutional or void, the remainder of this Agreement shall remain in full force and effect.

The recitals stated on the first page of this Agreement are specifically made a part hereof and incorporated herein by this reference.

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

BOARD OF COMMISSIONERS OF
FAYETTE COUNTY

By: _____
GREGORY M. DUNN, Chairman

ATTEST:

_____
Deputy Clerk

(Seal)

MAYOR AND COUNCIL FOR THE
TOWN OF BROOKS

By: _____
ROBERT P. BUTLER, Mayor

ATTEST:

_____
Town Clerk

(Seal)

EXHIBIT B

RESOLUTION

OF THE TOWN COUNCIL OF THE

TOWN OF BROOKS, GEORGIA

PREAMBLE AND FINDING OF FACT

WHEREAS, the Town of Brooks and Fayette County have entered into an intergovernmental agreement whereby Fayette County provides certain inspection and other services on behalf of the Town, and;

WHEREAS, the Town of Brooks now desires to amend said intergovernmental agreement to name Fayette County as the Town's permitting, inspection, and enforcement agent under the Georgia Erosion and Sedimentation Control Act (the "Act"), and;

NOW THEREFORE, IT IS HEREBY RESOLVED: that the Town of Brooks, by and through the Town Council, amends its intergovernmental agreement with Fayette County to designate Fayette County as its agent for permitting, inspection, and enforcement pursuant to the Georgia Erosion and Sedimentation Control Act. All permitting, inspection, and enforcement shall be pursuant to the Fayette County Erosion and Sedimentation Control Ordinance as adopted pursuant to the Act. Further, the Mayor is hereby authorized to sign such amendment to the Fayette County intergovernmental agreement providing for such additional functions, and shall bind the Town of Brooks hereby.

Approved and adopted by the Town Council on May 15, 2001 as a called public meeting properly noticed to the Council Members and the public.

Approved by: Mike Hanson

Mike Hanson, Mayor Pro Tem
Town of Brooks, Georgia

ATTEST:

Mary Ruth Hanson

Mary Ruth Hanson, Town Clerk

EXHIBIT C

STATE OF GEORGIA

COUNTY OF FAYETTE

AGREEMENT

THIS AGREEMENT is made and entered into this 4th day of January, 2004, by and between **FAYETTE COUNTY SHERIFF RANDALL JOHNSON,** a duly elected constitutional officer of the State of Georgia, hereinafter referred to as the "Sheriff" (such term to include all deputies, agents, and employees of the Sheriff), and the **TOWN OF BROOKS**, a duly incorporated municipality of the State of Georgia acting by and through its Mayor and Council, hereinafter referred to as the "Town."

WHEREAS, the Sheriff has in the past provided certain law enforcement services to the Town's residents on behalf of the Town and at the Town's request; and

WHEREAS, the Sheriff has provided this assistance to the Town based upon an oral understanding between the parties; and

WHEREAS, the parties desire to continue in their respective roles as the provider and recipient of such services pursuant to a written agreement;

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1.

The Sheriff shall continue to provide law enforcement services, including routine patrolling, within the limits of the Town. Upon the execution of this Agreement, the Sheriff may exercise the same powers as possessed by the Town with respect to police services and all powers necessary or incidental thereto. The Town does hereby agree to allow the Sheriff to access all Town property as necessary for the Sheriff to effectively provide such services.

2.

Any fines, penalties or fees assessed or received by the Sheriff pursuant to those law enforcement powers granted within this Agreement shall become the property of Fayette County.

3.

The term of this Agreement shall be for twelve (12) months commencing on the date of execution. This Agreement shall automatically renew for successive twelve (12) month periods thereafter, unless either party seeks to terminate this relationship pursuant to Paragraph 5.

4.

The Town shall be added to the county liability insurance policy and agrees to pay for any additional premiums charged as a result of this coverage. Such policy of insurance shall cover the Sheriff, including his deputies, agents, and employees, for any loss or damage arising out of the commission or omission of any act pursuant to this Agreement. The Town shall further

indemnify the Sheriff against any and all claims, actions, damages, including reasonable attorneys' fees, obligations, liabilities and liens arising out of such provision of law enforcement services by the Sheriff, or by the Sheriff's presence within the limits of the Town in furtherance of this Agreement.

5.

This Agreement may be terminated by either party for any reason whatsoever by giving written notice to the non-terminating party at least six months prior to the annual expiration date. Such notice shall be considered delivered and the service thereof completed three days after depositing in the United States mail a letter which is either certified or registered and addressed to the said party at their official address set out below.

6.

The official address for notification purposes for each party shall be as follows:

For the Sheriff - Sheriff Randall Johnson, Fayette County Sheriff's Department, 155 Johnson Avenue, Fayetteville, Georgia, 30214.

For the Town - Mayor Robert P. Butler, P. O. Box 96, Brooks, Georgia, 30205.

7.

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

8.

This Agreement constitutes the complete understanding between the parties in this matter. No other agreement, statement or promise relating to the subject matter of this Agreement that is not contained herein shall be valid or binding unless in writing and signed by both the Town and the Sheriff. This Agreement may not be amended except by written instrument signed by both the Town and the Sheriff.

9.

If any portion, paragraph, sentence, phrase, or word of this Agreement is declared unconstitutional or void, the remainder of this Agreement shall remain in full force and effect.

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

SHERIFF RANDALL JOHNSON

Sworn to and subscribed before me this 11 day of December, 2003.

Notary Public

MAYOR AND COUNCIL FOR THE TOWN OF BROOKS

BY: ROBERT P. BUTLER, Mayor

ATTEST:

Town Clerk

(Seal)

CONSENT FOR FAYETTE COUNTY SHERIFF TO PROVIDE LAW ENFORCEMENT SERVICES TO THE TOWN OF BROOKS

COMES NOW the Board of Commissioners for Fayette County and recognizes that the Town of Brooks desires the Fayette County Sheriff to provide law enforcement services within the limits of the Town. Pursuant to O.C.G.A. § 15-16-13(a), prior to a sheriff contracting with a municipal corporation to provide law enforcement services, the governing authority of the County must provide written consent therefor. The Board of Commissioners of Fayette County hereby consents to the proposed contractual relationship between the Fayette County Sheriff and the Town of Brooks for the former to provide law enforcement services to the latter.

This 4th day of February, 2004

FAYETTE COUNTY BOARD OF COMMISSIONERS

By: _____
GREGORY M. DUNN, Chairman

Attest:

_____
Clerk

EXHIBIT D

STATE OF GEORGIA

COUNTY OF FAYETTE

ANIMAL CONTROL AGREEMENT

THIS AGREEMENT made and entered into this 22 day of September, 2005, by and between the County of Fayette, a political subdivision of the State of Georgia acting by and through its duly elected Board of Commissioners, sometimes hereinafter referred to as "County"and the Town of Brooks, Georgia, a municipal corporation of the State of Georgia acting by and through its duly elected Mayor and Council, sometimes hereinafter referred to as "Town".

WITNESSETH:

WHEREAS, the County has determined that it is in the best interest of the health, safety and general welfare of its citizens to control the activities of certain animals; and

WHEREAS, the County has created the Animal Control Department in its County government for the purpose of controlling and preventing certain activities of said animals on or about the streets and highways of the unincorporated portions of Fayette County; and

WHEREAS, the Town has determined that it is also in the best interests of its citizens' health, safety, and general welfare to control the activities of certain animals within the corporate limits of the Town; and

WHEREAS, the Town has enacted as law an Animal Control Ordinance for the purpose of controlling and preventing the activities of certain animals on or about the streets and highways of the Town, said Ordinance being the same or substantially the same as the Ordinance

enacted by the County; and

WHEREAS, the County and the Town have determined that the citizens of both can best be served by the joint effort on the part of the County and the Town to control the activities of said animals;

NOW, THEREFORE, for and in consideration of the mutual benefits exchanged under this Agreement, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

RELATIONSHIPS

The County is hereby designated the agent of the Town for purposes of enforcing the Fayette County Animal Control Ordinance pertaining to animal welfare, animal control, and investigation of the matters surrounding said subjects, hereinafter referred to as "Animal Control Ordinance" within the incorporated boundaries of Town.

SERVICES AND CONSIDERATION

I. In accordance with this Agreement, County shall hereafter:

a) Employ, train, and supervise all personnel necessary for performance of this Agreement.

b) Maintain an animal shelter and animal control office which shall be open to the public between 8:00 a.m. and 5:00 p.m. (Eastern Standard Time "E.S.T."), Monday through Friday, excluding holidays.

c) Be available, via pager service, at all times to render emergency service with regard to stray animals that are ill, and/or injured. However, availability subsequent to normal business hours (8:00 a.m. - 5:00 p.m. E.S.T.) shall be via

pager service.

d) Provide all services necessary to enforce the Fayette County Animal Control Ordinance which is the same or substantially the same as the ordinance currently in place in the Town. These services shall include but not be limited to the following:

i.) Provision of patrol and enforcement services within the corporate limits of Town including animal control and cruelty investigation services.

ii.) Making staff available, at all time to respond to calls regarding vicious animals. After normal business hours (8:00 a.m. - 5:00 p.m. EST) availability shall be through pager service.

iii.) Provision of services relating to rabies control. Said services shall include investigation of reported animal bites, maintenance of a log of such bites, quarantine of animals that are rabid or suspected to be rabid, preparation and delivery of animals that are rabid or suspected to be rabid to the proper testing facility, and enforcement of vaccination rules and private quarantine specifications.

iv.) Issuance of citations to appear in a Court of appropriate jurisdiction for violations of the Animal Control Ordinance.

e) Make its animal control employees available by appointment for public speaking and education in the area of animal control and welfare at Town schools and at other Town events, and encourage employee participation in these activities.

f) Be actively involved in educating the public as to animal welfare and control as

well as public safety. Such activities may include, but are not limited to, distribution of literature, public speaking, and provision of information to individuals whom make requests concerning animal control and welfare.

g) Maintain a current list of local shelters and trappers whom are capable of assisting citizens with issues involving wild, feral and nuisance animals for utilization and or when matter is outside the scope of County services. Said list will be made available for citizen use.

h) Hold Town, its employees, agents, and officials harmless from any suit or claim which arises from or is related to County performance of this Agreement.

II. In accordance with this Agreement, Town shall hereafter:

a) Allow County entry into the incorporated limits of the Town for the purpose of County's provision of service under this Agreement.

b) Encourage cooperation between citizens of the Town and County employees, officials, and similar with regard to this Agreement and services rendered hereunder.

c) Cooperate with County efforts to render all services under this Agreement.

d) Hold County, its employees, agents, and officials harmless from any suit or claim which arises from or is related to Town performance of this Agreement.

TERMINATION

I. This Agreement may be terminated at will by either party upon ninety (90) days written notice to the other party.

II. This Agreement may be terminated by a non-breaching party for material breach of the

provisions hereof upon thirty (30) days written notice by the nonbreaching party to the breaching party.

TERM

The County and the Town further agree that the County may begin providing the services described herein immediately upon the execution of this Agreement and this Agreement shall terminate each year on the anniversary of the date of execution hereof. Thereafter, the Agreement shall automatically renew each year upon the annual anniversary of the execution of this Agreement unless either party gives the other written notice at least sixty (60) days prior to the termination date.

VENUE

Any dispute which may arise under or as a result of this Agreement and/or the performance hereof shall be resolved in a court of competent jurisdiction in Fayette County, Georgia.

ENTIRE AGREEMENT

This Agreement and all addendum hereto attached shall constitute the entire Agreement between the parties.

MODIFICATION

No modification or addition to this Agreement shall be binding upon any party hereto unless said modification or addition is evidenced in a writing executed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date first above written.

(SEAL)

Attest:

Deputy Clerk

BOARD OF COMMISSIONERS
FAYETTE COUNTY, GEORGIA

By: _____
Gregory M. Dunn, Chairman

TOWN OF BROOKS

(SEAL)

By: _____
Robert P. Butler, Mayor

Attest:

Town Clerk

STATE COURT OF FAYETTE COUNTY

By: _____
W. Fletcher Sams, Judge

Attest:

Notary

By: _____
Jamie Inagawa, Solicitor

MELANIE B. NICHOLS
NOTARY
EXPIRES
GEORGIA
FEB. 06, 2009
PUBLIC
PIKE COUNTY

ADDENDUM A

WHEREAS, the County has agreed to provide animal control services to the Town in the foregoing Agreement executed Sept. 22, 2005 which this Addendum supplements and henceforth is referred to as "Agreement"; and

WHEREAS, County Animal Control employees must perform these services; and

WHEREAS, said employees must appear in court for prosecution of citations issued pursuant to the foregoing Agreement; and

WHEREAS, the County has determined it is in the best interest of the citizens of the County and of efficiency, that all such appearances should be in the State Court of Fayette County; and

WHEREAS, Town agrees that such action is in the best interest of the citizens of the Town;

NOW, THEREFORE, as an addendum to the foregoing Agreement and in consideration of mutual benefits heretofore exchanged, the receipt and sufficiency of which is hereby acknowledged, it is hereby additionally agreed, as follows:

1.

Town hereby appoints the Solicitor for the State Court of Fayette County to prosecute all violators cited under the Agreement. Town further agrees that any and all such prosecutions shall commence, proceed and for all purposes be adjudicated only in the State Court of Fayette County, Georgia.

2.

County hereby agrees that all citations issued as a result of this Agreement shall

commence, proceed and for all purposes be adjudicated in the State Court of Fayette County, Georgia.

Town hereby agrees that all fines and any other fee(s) collected which are related to any adjudication of any citation issued pursuant to the Agreement and heard before the State Court of Fayette County, Georgia shall be remitted to the State Court of Fayette County. Said court shall thereafter remit these monies to the County of Fayette to defray the costs of animal control enforcement, animal control education, adjudication of animal control citations and similar services rendered pursuant to the Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, with the express authorization of both the Judge and Solicitor of the State Court of Fayette County (as evidenced by the setting of said Judge's and said Solicitor's hands and seal below). This addendum shall be effective immediately from the date of execution by the parties hereto and the Judge and Solicitor of the State Court of Fayette County.

BOARD OF COMMISSIONERS
FAYETTE COUNTY, GEORGIA

By: _____
Gregory M. Dunn, Chairman

Attest:

_____
Deputy Clerk

TOWN OF BROOKS

By: _____
Robert P. Butler, Mayor

(SEAL)

Attest:

Mary Ruth Hanson
Town Clerk

STATE COURT OF FAYETTE COUNTY

By: _____
W. Fletcher Sams, Judge

Attest:

Melanie B. Nichols
Notary Public

By: _____
Jamie Inagawa, Solicitor