

**MEMORANDUM OF UNDERSTANDING
REGARDING BUILDING & DEVELOPMENT, PERMITTING & INSPECTIONS
SERVICES**

THIS MEMORANDUM OF UNDERSTANDING (the "Agreement") is made and entered into as of _____, 2021 (the "Effective Date") by and between the CITY OF PLAINVILLE, GEORGIA, a municipal corporation, chartered, organized and created under the laws of the State of Georgia (the "City"), acting by and through, and pursuant to a vote by, its Mayor and City Council, and GORDON COUNTY, GEORGIA, a political subdivision of the State of Georgia, created under the laws of the State of Georgia (the "County"), acting by and through, and pursuant to a vote by, its County Commission.

WITNESSETH:

WHEREAS, the City is a Georgia municipal corporation organized, chartered, legally created, and validly existing under the laws of the State of Georgia; and

WHEREAS, the County is a political subdivision of the State of Georgia, legally created and validly existing under the laws of the State of Georgia; and

WHEREAS, the City and the County wish to formalize their relationship, pursuant to the County's Service Delivery Strategy, effective March 16, 2000 and updated February 2019 (the "SDS"), with respect to the Building & Development, Permitting & Inspections services set forth in the SDS; and

WHEREAS, the City and the County wish to eliminate overlapping service areas, unnecessary competition, and/or duplication of services with respect to Building & Development, Permitting & Inspections services; and

WHEREAS, it appears that the City, the County, and all Gordon County citizens would benefit from the cooperation of the parties and improved communication between the parties; and

WHEREAS, the City and County desire to enter into this Agreement pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the premises and the mutual undertakings hereinafter contained, the parties agree as follows:

1. Recitals. The "Whereas" clauses set forth above are true and accurate and are hereby incorporated herein.
2. The parties acknowledge and agree that, to avoid confusion and facilitate Building & Development, Permitting & Inspections operations, the City has duly enacted the Gordon County Building Codes, such that those codes are identical to the County's Building Codes, said ordinance being approved by the City for first reading on October 4, 2021 and approved for second reading on November 1, 2021. A duly enacted, fully-executed copy

of the City's Ordinance Adopting the Gordon County Building Codes is attached as Exhibit A to this Agreement.

3. The parties acknowledge and agree that the County will add the City to the geographic areas of the County for which the County's Building & Development, Permitting & Inspections operations will provide service, and the County will provide Building & Development, Permitting & Inspections services to the City to the same extent that the County provides those services to other areas and citizens of the County.
4. The parties acknowledge and agree that any Building & Development, Permitting & Inspections violations in the City shall be prosecuted and/or resolved in the Gordon County Magistrate Court (the "Court") in the same manner as violations in other parts of the County, and any fines or penalties levied shall be paid and processed in accordance with the Court's normal procedures.
5. Miscellaneous.
 - a. **Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be governed, construed, and interpreted according to the laws of the State of Georgia.
 - b. **Entire Agreement.** This Agreement expresses the entire understanding and all agreements between the parties hereto with respect to the matters set forth herein.
 - c. **Severability.** If any provision of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable under any particular circumstances, because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.
 - d. **Amendments in Writing.** This Agreement may be amended, supplemented or otherwise modified solely by a document in writing duly executed and delivered by the County and the City. No waiver, release, or similar modification of this Agreement shall be established by conduct, custom, or course of dealing, but solely by a document in writing duly executed and delivered by a duly authorized official of the County.
 - e. **Notices.** Except as otherwise specifically provided herein, any notices, demands, approvals, consents, requests, and other communications hereunder shall be in writing and shall be deemed given when the writing is delivered in person, or one business day after being sent by reputable overnight registered delivery service,

charges prepaid, or three business days after being mailed, if mailed, by certified mail, return receipt requested, postage prepaid, to the City and the County at the addresses shown below or at such other addresses as may be furnished by the City and the County in writing from time to time:

CITY: City of Plainville, Georgia
110 Earl St SW
Plainville, Georgia 30733
Attention: Mayor

COUNTY: Gordon County, Georgia
P.O. Box 580
Calhoun, Georgia 30703
Attention: County Administrator

- f. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.
- g. Termination. This Agreement can be terminated by either party upon ninety (90) days prior written notice.
- h. Mutual Indemnification. The City shall defend, indemnify and hold the County harmless from and against any and all loss, cost, damage, liability, or expense (including reasonable attorneys' fees actually incurred and court costs) incurred by the County in connection with the exercise by the City of the rights and obligations created herein, except to the extent caused by the negligence or willful act or omission of the County, its employees, contractors, agents, designees, or licensees. The County shall defend, indemnify and hold the City harmless from and against any and all loss, cost, damage, liability, or expense (including reasonable attorneys' fees actually incurred and court costs) incurred by the City in connection with the exercise by the County of the rights and obligations created herein, except to the extent caused by the negligence or willful act or omission of the City, its employees, contractors, agents, designees, or licensees.

[signatures appear on following page]

IN WITNESS WHEREOF, the City and County have caused this Agreement to be executed and the seals to be hereunto affixed and attested by their duly authorized officers as of the Effective Date first written above.

GORDON COUNTY, GEORGIA

(S E A L)

By: _____
BECKY HOOD, Chair, Board of
Commissioners of Gordon County

Date: _____

Attest:

ANNETTE BERRY, Clerk, Board of
Commissioners of Gordon County

CITY OF PLAINVILLE, GEORGIA

(S E A L)

By: Jim Miller
JIM MILLER, Mayor,
City of Plainville, Georgia

Date: 11-1-2021

Attest:

Fuller
TIFFANY FULLER, Clerk
City of Plainville, Georgia

**MEMORANDUM OF UNDERSTANDING
REGARDING ANIMAL CONTROL SERVICES**

THIS MEMORANDUM OF UNDERSTANDING (the "Agreement") is made and entered into as of _____, 2021 (the "Effective Date") by and between the CITY OF PLAINVILLE, GEORGIA, a municipal corporation, chartered, organized and created under the laws of the State of Georgia (the "City"), acting by and through, and pursuant to a vote by, its Mayor and City Council, and GORDON COUNTY, GEORGIA, a political subdivision of the State of Georgia, created under the laws of the State of Georgia (the "County"), acting by and through, and pursuant to a vote by, its County Commission.

WITNESSETH:

WHEREAS, the City is a Georgia municipal corporation organized, chartered, legally created, and validly existing under the laws of the State of Georgia; and

WHEREAS, the County is a political subdivision of the State of Georgia, legally created and validly existing under the laws of the State of Georgia; and

WHEREAS, the City and the County wish to formalize their relationship, pursuant to the County's Service Delivery Strategy, effective March 16, 2000 and updated February 2019 (the "SDS"), with respect to the Animal Control services set forth in the SDS; and

WHEREAS, the City and the County wish to eliminate overlapping service areas, unnecessary competition, and/or duplication of services with respect to Animal Control services; and

WHEREAS, it appears that the City, the County, and all Gordon County citizens would benefit from the cooperation of the parties and improved communication between the parties; and

WHEREAS, the City and County desire to enter into this Agreement pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the premises and the mutual undertakings hereinafter contained, the parties agree as follows:

1. Recitals. The "Whereas" clauses set forth above are true and accurate and are hereby incorporated herein.
2. The parties acknowledge and agree that, to avoid confusion and facilitate animal control operations, the City has duly enacted an Animal Control Ordinance that is identical to the County's Animal Control Ordinance, said ordinance being approved by the City for first reading on October 4, 2021 and approved for second reading on November 1, 2021. A duly enacted, fully-executed copy of the City's Animal Control Ordinance is attached as Exhibit A to this Agreement.

3. The parties acknowledge and agree that the County will add the City to the geographic areas of the County for which the County's Animal Control operations will provide service, and the County will provide Animal Control services to the City to the same extent that the County provides those services to other areas and citizens of the County.
4. The parties acknowledge and agree that any animal control violations in the City shall be prosecuted and/or resolved in the Gordon County Magistrate Court (the "Court") in the same manner as violations in other parts of the County, and any fines or penalties levied shall be paid and processed in accordance with the Court's normal procedures.
5. Miscellaneous.
 - a. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed, construed, and interpreted according to the laws of the State of Georgia.
 - b. Entire Agreement. This Agreement expresses the entire understanding and all agreements between the parties hereto with respect to the matters set forth herein.
 - c. Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable under any particular circumstances, because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.
 - d. Amendments in Writing. This Agreement may be amended, supplemented or otherwise modified solely by a document in writing duly executed and delivered by the County and the City. No waiver, release, or similar modification of this Agreement shall be established by conduct, custom, or course of dealing, but solely by a document in writing duly executed and delivered by a duly authorized official of the County.
 - e. Notices. Except as otherwise specifically provided herein, any notices, demands, approvals, consents, requests, and other communications hereunder shall be in writing and shall be deemed given when the writing is delivered in person, or one business day after being sent by reputable overnight registered delivery service, charges prepaid, or three business days after being mailed, if mailed, by certified mail, return receipt requested, postage prepaid, to the City and the County at the addresses shown below or at such other addresses as may be furnished by the City and the County in writing from time to time:

CITY: City of Plainville, Georgia
110 Earl St SW
Plainville, Georgia 30733
Attention: Mayor

COUNTY: Gordon County, Georgia
P.O. Box 580
Calhoun, Georgia 30703
Attention: County Administrator

- f. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.
- g. Termination. This Agreement can be terminated by either party upon ninety (90) days prior written notice.
- h. Mutual Indemnification. The City shall defend, indemnify and hold the County harmless from and against any and all loss, cost, damage, liability, or expense (including reasonable attorneys' fees actually incurred and court costs) incurred by the County in connection with the exercise by the City of the rights and obligations created herein, except to the extent caused by the negligence or willful act or omission of the County, its employees, contractors, agents, designees, or licensees. The County shall defend, indemnify and hold the City harmless from and against any and all loss, cost, damage, liability, or expense (including reasonable attorneys' fees actually incurred and court costs) incurred by the City in connection with the exercise by the County of the rights and obligations created herein, except to the extent caused by the negligence or willful act or omission of the City, its employees, contractors, agents, designees, or licensees.

[signatures appear on following page]

IN WITNESS WHEREOF, the City and County have caused this Agreement to be executed and the seals to be hereunto affixed and attested by their duly authorized officers as of the Effective Date first written above.

GORDON COUNTY, GEORGIA

(S E A L)

By: _____
BECKY HOOD, Chair, Board of
Commissioners of Gordon County

Date: _____

Attest:

ANNETTE BERRY, Clerk, Board of
Commissioners of Gordon County

CITY OF PLAINVILLE, GEORGIA

(S E A L)

By: Jim Miller
JIM MILLER, Mayor,
City of Plainville, Georgia

Date: 11-1-2021

Attest:

Tiffany Fuller
TIFFANY FULLER, Clerk
City of Plainville, Georgia