

**FIRST EXTENSION OF THE INTERGOVERNMENTAL AGREEMENT FOR  
THE PROVISION OF ANIMAL CONTROL SERVICES BETWEEN FULTON  
COUNTY, GEORGIA AND JOHNS CREEK, GEORGIA**

This First Extension to the Intergovernmental Agreement (“First Extension”) is made and entered this 7<sup>th</sup> day of December, 2022, by and between the City of Johns Creek, Georgia (“Johns Creek”), a municipal corporation, and Fulton County, Georgia (“County”), herein after collectively referred to as the “Parties”.

WHEREAS, pursuant to the Georgia Constitution, Article IX, Section II, Paragraph I, cities and counties are prohibited from exercising governmental authority within each other’s boundaries except by Intergovernmental Agreement, or as otherwise provided by law; and

WHEREAS, Johns Creek, and the County entered into that certain Intergovernmental Agreement on or about July 7, 2014 as Fulton County Board of Commissioners Agenda Item #14-0641 (“Original Agreement”), for the purpose of authorizing the County to provide animal control services to Johns Creek, by way of a contract with an animal control services vendor; and

WHEREAS, the term of the Original Agreement is set to expire on December 31, 2022 and the County and Johns Creek desire to maintain the same level of services for an additional period beyond this set date so that the parties can evaluate the scope and manner of deliver of these services moving forward; and

WHEREAS, the Parties desire, through this First Extension, to extend the Term (Article 2) of the Original Agreement under the same terms and conditions set forth in the Original Agreement for an additional period of three hundred and sixty-five (365) days, up to and including December 31, 2023.

NOW THEREFORE, Johns Creek and the County, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

**Section 1.** Johns Creek and the County do hereby agree that Article 2 (Term of Agreement) of the Original Agreement is hereby amended by this First Extension for an additional period of three hundred and sixty-five (365) days, up to and including December 31, 2023.

**Section 2.** The Parties further agree that all the terms and conditions, including, but not limited to, Article 3 (Compensation and Consideration), that are set out in the Original Agreement, as modified by this First Extension, will continue to be enforceable during the First Extension.

**Section 2.** The Original Agreement, as modified by the First Extension, contains the entire agreement between the Parties, and no modification shall be binding upon the Parties unless evidenced by a subsequent written agreement signed by the County acting by and through the Fulton County Board of Commissioners, and Johns Creek, acting by and through its duly authorized officers.

**Section 3.** In the event any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of the Original Agreement, as modified by the First Extension.

**Section 4.** The Original Agreement, as modified by the First Extension, shall be governed in all respects as to the validity, construction, capacity performance, or otherwise by the laws of the State of Georgia.

**Section 5.** Nothing contained in the Original Agreement, as modified by the First Extension, shall be construed to be a waiver of any of the Parties' sovereign immunity, any individual's qualified immunity, or any other immunity or exemption from liability provided for by law.

**Section 6.** The Original Agreement, as modified by the First Extension, shall not be construed as, or deemed to be, an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

**Section 7.** Except as modified by this First Extension, all terms and conditions of the Original Agreement remain in full force and effect.

(SIGNATURES ON NEXT PAGE)

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

**JOHNS CREEK, GEORGIA**

[Signature]  
John Bradberry  
Mayor

Date: 12-14-2022

Attest: Allison Japley  
City Clerk

Date: 12-14-2022

APPROVED AS TO FORM:

[Signature]  
City Attorney's Office

Date: 12-14-2022

**FULTON COUNTY, GEORGIA**

[Signature]  
By: Robert L Pitts, Chairman  
Fulton County Board of Commissioners

Date: 1/11/2023

(SEAL)



Attest: [Signature]  
By: Tonya R. Grier  
Clerk to the Commission

Date: 1/11/2023

APPROVED AS TO FORM:

[Signature]  
Y. Soo Jo, County Attorney

Date: 12-21-22

**ATTACHMENT 1**

Estimated Annual Animal Control Services Payment Amounts for Municipalities and Fulton County

(Based on data for the period ending 7/1/2021 thru 6/30/2022)

Payment Amount= (A+V+C+M+D)(C/TC)

A	2023 Annualized contract amount	\$ 4,900,000.00	36.11% increase from the 2018-2022 contract amount (\$3,600,000)
V	Vehicle replacement (total cost \$832,592 over 5 years -- Approx cost per unit \$52,037)	\$ 166,518.40	
C	Capital improvement plan	\$ 500,000.00	
M	Annual maintenance cost	\$ 300,000.00	
D	Call Taking and Dispatch Services (24/7/365)	\$ 328,000.00	
TC	Total Calls		
	<b>2023 Annual Shared Costs</b>	<b>\$ 6,194,518.40</b>	
	County Contribution	\$ 128,000.00	
	County one-time absorbtion of contract increase during 1 year extension	\$ 1,300,000.00	
Paid by Cities	<b>2023 Total Annual Shared Cost (Minus County annual contribution &amp; one-time absorbtion of contract increase)</b>	<b>\$ 4,766,518.40</b>	0% increase from 2018-2022 contract amount (\$4,766,518.40)
	Additional Animal Services Costs Covered by the County	\$ 209,115.00	
	<b>2023 Total Cost for Animal Services Program</b>	<b>\$ 6,531,633.40</b>	

	Name of Jurisdiction	# of Responses Per Jurisdiction	% of Jurisdiction Responses to Total Responses	Share of Total Cost
1	Alpharetta	326	1.76%	\$ 84,034.67
2	Atlanta	10192	55.12%	\$ 2,627,243.28
3	College Park	137	0.74%	\$ 35,315.18
4	East Point	1267	6.85%	\$ 326,600.98
5	Fairburn	447	2.42%	\$ 115,225.45
6	Hapeville	80	0.43%	\$ 20,622.00
7	Mountain Park	1	0.01%	\$ 257.78
8	Palmetto	124	0.67%	\$ 31,964.11
9	Sandy Springs	648	3.50%	\$ 167,038.23
10	Roswell	516	2.79%	\$ 133,011.92
11	Union City	836	4.52%	\$ 215,499.94
12	Johns Creek	333	1.80%	\$ 85,839.09
13	Milton	163	0.88%	\$ 42,017.33
14	South Fulton	3284	17.76%	\$ 846,533.26
15	Chattahoochee	96	0.52%	\$ 24,746.40
16	Fulton Industrial District	41	0.22%	\$ 10,568.78
	<b>Total</b>	<b>18491</b>	<b>100.00%</b>	<b>\$ 4,766,518.40</b>