



**OFFICIAL MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING  
WORK SESSION  
MONDAY, June 17, 2019 – 6:00 PM  
CITY HALL**

**MEMBERS PRESENT:** Mayor Jerry D. Roseberry; Councilmembers: Jim Windham, Jeff Wearing, Sarah Davis, David Eady, and Mike Ready. Councilmember George Holt was not present.

**OTHERS PRESENT:** Matt Pepper, City Manager; Dave Harvey, Police Chief; Connie Middlebrooks, City Clerk; Jody Reid, Utility Superintendent; Hoyt Oliver; Erik Oliver; Anderson Wright; Art and Laurie Vinson; Cheryl Ready; Nick Cole; Melissa Hage; Laura Gafnea; Kaitlyn Jett, Covington News.

**Agenda** (Attachment A)

**1. Mayor's Announcements**

Mayor Roseberry reminded Council of the retirement celebration scheduled to honor Jim Dove and Mott Beck. The celebration will be held Thursday, June 20, 2019 at the Holiday Inn in Athens from 2 pm – 4 pm.

**2. 107 W. Clark Street Renovation Project**

Councilmember Wearing informed Council that the committee had met with Carter Watkins Associates Architects Inc. on Thursday June 13, 2019. The firm confirmed that the house is structurally sound, and the committee is waiting on the recommendations from Carter Watkins regarding how to proceed with the renovations. Councilmember Wearing requested that anyone with information on the history of the house please contact him.

**3. Town Center Development**

Councilmember Ready advised Council of the intentions of the DDA to contract with Historical Concepts to develop a plan to incorporate the Yarbrough House, the city greenspace, and the post office into a mixed-use development.

**4. City Park Update**

Matt informed the Council of the progress of the new city park. The playground equipment is being erected and should reach completion in 4 – 5 days. The park's grand opening is scheduled for July 13, 2019 at 11:30 am.

**5. Environmental Study Committee**

Mayor Roseberry appointed Councilmember Windham to chair the environmental study committee. Councilmember Holt will also sit on the committee. Windham and Holt will select citizens to serve on the

committee. The mayor requested that the committee present their recommendations at the October 7, 2019 Regular Session.

**5. Other Business**

Mr. Erik Oliver, President of the Oxford Historical Society, reminded Council and citizens of the upcoming Historical Society Picnic on July 3, 2019. The picnic will be held at Old Church at 6:30 pm. There is an open invitation to all who would like to attend and bring a covered dish. Councilmember Windham addressed Council on why the city never runs advertisements in the Georgia Connector Magazine under calendar events. He expressed his concern that the city may be missing out on an opportunity to advertise upcoming events such as the July 4<sup>th</sup> Parade and the grand opening of the new city park.

Meeting Adjourned at 6:16 pm.

**Special Called Meeting called to order 6:16 pm.**

Mayor Roseberry discussed with Council the terms to which the five municipalities had agreed regarding the intergovernmental agreements with Newton County for the following services: Consecutive Water System, Tax Collection, Animal Control and Sheltering, Keep Covington/Newton Beautiful and jail services. Mayor Roseberry suggested Council accept the terms of these agreements.

**Motion to accept – Ready – Second – Wearing; approved unanimous 6/0.**

Councilmember Windham suggested Council address Chief Harvey's concerns regarding the agreement with the Sheriff's department for housing inmates. The Mayor informed Council the city will meet with the Sheriff's department about the concerns at a later date.

**Motion to Adjourn Special Called Meeting – Windham – Second – Davis. Unanimous 6/0.**

Adjourned: 6:25 pm.

Respectfully Submitted,



Connie D. Middlebrooks  
City Clerk

ATTACHMENT A

**OXFORD MAYOR AND COUNCIL  
WORK SESSION  
MONDAY, JUNE 17, 2019 – 6:00 P.M.  
CITY HALL  
A G E N D A**

1. **Mayor's Announcements**
2. **107 W. Clark Street Renovation Project** – The ad hoc Yarbrough House Renovation Committee will report on the progress of the 107 W. Clark Street Restoration project.
3. **Town Center Development** – Councilmember Ready will update the Council on the Downtown Development Authority's plans for moving forward with the town center development on the city's property abutting SR 81.
4. **City Park Update** – Staff will report on the progress of the new city park.
5. **Environmental Study Committee** – Mayor Roseberry will appoint a new Environmental Study Committee.

\*Attachments

**\*\*The Mayor and Council will hold a Special Called Meeting on June 17, 2019 following the Work Session at City Hall to consider various service agreements with Newton County pertaining to the overall Service Delivery Strategy.\*\***

OXFORD MAYOR AND COUNCIL  
SPECIAL CALLED MEETING  
MONDAY, JUNE 17, 2019 – 7:00 P.M.  
CITY HALL  
A G E N D A

1. Call to Order, Mayor Jerry D. Roseberry
2. Motion to accept the Agenda for the June 17, 2019 Mayor and Council Called Meeting.
3. \* **Service Delivery Strategy Agreements with Newton County** – Mayor Roseberry will update the Council on the recent negotiations with Newton County regarding Service Delivery Strategy. We have attached several intergovernmental agreements (IGAs) for Council to review. We recommend that Council approve the IGAs for the following services: Animal Control, Keep Covington/Newton Beautiful, Tax Collection, and the Consecutive Water System.
4. Adjourn

\*Attachments

**INTERGOVERNMENTAL AGREEMENT REGARDING HOUSING OF CITY  
INMATES AT THE NEWTON COUNTY JAIL**

This Service Delivery Intergovernmental Agreement entered into this the   1st   day of   July  , 2019 (the "Effective Date"), by and between **Newton County, Georgia**, a political subdivision, acting by and through its Board of Commissioners (hereafter the "County"), **City of Oxford**, a municipal corporation acting by and through its Mayor and Council (hereinafter the "City"); and **Sheriff Ezell Brown**, the duly elected Newton County Sheriff and constitutional officer for the State of Georgia (hereinafter referred to as "Sheriff").

**WITNESSETH**

**WHEREAS**, the Service Delivery Strategy Act (O.C.G.A. 36-70-20, *et. seq.*) mandates that Newton County and all municipalities located therein shall participate in the development of a Service Delivery Strategy through which Newton County, the City of Covington, the City of Porterdale, the City of Oxford, the City of Mansfield, the Town of Newborn, and the City of Social Circle shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens within the County;

**WHEREAS**, the Constitution of the State of Georgia provides, in Article IX, Section III, Paragraph I, subparagraph (a), that any county or municipality of the State of Georgia may contract for any period not exceeding 50 years with each other or with any other public agency, public corporation or public authority for the provision of services, or for the joint or separate use of facilities or equipment when such contracts deal with services, activities, or facilities which the contracting parties are authorized by law to undertake or provide;

**WHEREAS**, the Official Code of Georgia § 36-70-3 authorizes governing bodies of municipalities and counties to enter into contracts amongst themselves and with other public and private entities to assist such municipalities and counties in developing, establishing, and implementing service delivery plans;

**WHEREAS**, Article IX, Section II, Paragraph III, subparagraph (b)(2) of the Constitution of the State of Georgia permits the County to provide certain services, including the housing, processing, medical care and supervision of City inmates;

**WHEREAS**, the City has a Police Department which handles criminal cases falling within its jurisdiction for offenses occurring within its incorporated boundaries;

**WHEREAS**, the City Police Department makes arrests of offenders and must, at times, incarcerate said offenders;

**WHEREAS**, the County has an obligation to construct and fund the operation of a jail;

**WHEREAS**, the Sheriff is the jailer of the County and has the power and authority to assume custody, control and care over City inmates;

**WHEREAS**, the City believes it would be desirable to the taxpayers of both the City and County to house City inmates at the Newton County Jail;

**WHEREAS**, the Sheriff is willing and able to provide housing, processing, medical care, and supervision of City inmates;

**WHEREAS**, the County has duly resolved to opt-into the provisions of O.C.G.A. § 15-21-90 *et seq* (the Jail Construction and Staffing Act) and has thereby established the required “County Jail Fund” account and resolved to use the proceeds for those purposes authorized by O.C.G.A. 15-21-90 and as are further constrained by a certain Board of Commissioners-approved Resolution regarding the Jail Fund;

**WHEREAS**, in order to maintain a service delivery system which is efficient, effective, and responsive to all citizens within the County, the County, the City, and the Sheriff are willing to enter into this Intergovernmental Agreement (“Agreement”) for the housing, processing, medical care and supervision of City inmates pursuant to the terms of this Agreement; and

**WHEREAS**, by duly approving this Agreement and spreading same upon the minutes of each respective governing authority, the County and the City hereby declare that this Agreement serves the best interest of the citizens in each of their respective jurisdictions.

**NOW, THEREFORE**, and based upon the preamble above as well as the exchange of good and adequate consideration, the receipt and exchange of which are acknowledged by the signatures below, the parties hereby agree as follows:

1. The County agrees that, during the term of this Agreement, City inmates may be housed in the Newton County Jail. The Sheriff shall assume custody, control and care of City inmates housed in the Newton County Jail pursuant to the terms of this agreement beginning on the Effective Date of this Agreement. Between the Effective Date of this Agreement and December 31, 2023, the City shall pay to the County the greater of (a) \$40.00 per day, per inmate, plus a one-time \$15.00 administration fee for each inmate transferred into the custody of the Sheriff; or (b) the annual amount collected by the City pursuant to the Jail Fund Surcharge collected by the City pursuant to the Jail Construction and Staffing Act (the “Act”). Beginning January 1, 2024, the City shall pay the greater of \$45.00 per day per inmate plus a one-time \$15.00 administration fee for each inmate transferred into the custody of the Sheriff or the annual amount collected by the City pursuant to the Act. Except as otherwise provided for in this agreement, the City shall not be required to pay any additional inmate processing or administration fees or surcharges.
2. Jail Fund Surcharges are required to be paid by the City to the County by the tenth day of the month following the month in which the Jail Fund Surcharge was collected. The Parties shall determine the total amount of Jail Fund Surcharges paid to the County by the City for the preceding calendar year by January 30<sup>th</sup> of the subsequent calendar year. If the annual amount of Jail Fund Surcharges paid by the City to Newton County is less than what would have been charged to the City under the per day, per inmate fees provided for in this Agreement in any year, then the City shall pay to the County the amount of the difference by February 20<sup>th</sup> of the following year. If it is determined that the City’s annual Jail Fund Surcharges are equal to or are in excess of the fees required pursuant to this Agreement, then no balance shall be due by the City and the County shall be entitled to retain all Jail Fund Surcharges tendered, it being agreed to

- by the Parties that such excess Jail Fund Surcharges reflect an increase in the costs associated with the City inmates.
3. The Sheriff shall provide all usual and customary detention services to City inmates housed at the Newton County Jail as if they were County inmates. The determination of what medical care is necessary and what prescription or other medicines are required will be determined by the health care provider retained to provide health care services at the Newton County Jail.
  4. If the Newton County Jail retained health care provider determines that a City inmate requires medical treatment outside of the Newton County Jail or treatment that is not customarily provided in the Newton County Jail then the Sheriff, or his designee, shall notify the City Chief of Police, or his designee, immediately. The inmate shall then be turned over to City custody unless agreed otherwise and the City shall transport the City inmate to the appropriate medical care facility unless emergency medical transport is required. Once the inmate is turned over to City custody the City shall be responsible for the detention of said inmate until such time as the inmate is returned to the Newton County Jail. The cost of any medical care provided to a City inmate at a location other than the Newton County Jail or care provided at the Newton County Jail that is customarily not performed at the jail (i.e. for which the retained health care provider assesses an additional fee above their normal rate) shall be borne solely by the City. The cost of normal and customary medical care provided to City inmates while housed at the Newton County Jail shall be borne by the City
  5. If the Newton County Jail health care provider or medical personnel at a medical facility determine that a City inmate requires mental health treatment at a mental health facility outside of the Newton County Jail, then the Sheriff, or his designee, shall notify the City Chief of Police, or his designee and shall transport the inmate to the appropriate mental health facility unless agreed otherwise. The cost of any mental health care provided to a City inmate at a location other than the Newton County Jail that is customarily not performed at the Jail (i.e. for which the retained health care provider assesses an additional fee above their contract rate) shall be borne solely by the City.
  6. The City Police Department shall be responsible for transporting all City inmates to the Newton County Jail for booking and shall comply with the Newton County Jail's booking procedures. All City inmates shall be booked in using the City's ORI number (ORI #GA 1070200). Additionally, the City Police Department shall be responsible for transporting all City inmates for their court appearances, to include pick up from the Newton County Jail and return to the Jail after court.
  7. Any City inmate posting bond through a bonding company shall use a bonding company that has been approved by the City and by the Sheriff. All City inmates shall be bonded using a City bond form. The City hereby grants authority to the Sheriff, or his designee, to sign each City bond form. The Sheriff shall remit all bond monies received on behalf of City inmates on the next business day. City inmates may post property bonds subject to the same requirements of County property bonds.
  8. The City shall maintain custody of any and all evidence collected on any case in which a defendant is arrested and booked into custody at the Newton County Jail. The Newton County Jail shall maintain all personal property of each City inmate booked into

custody at the jail. This personal property shall be returned to the City inmate upon the inmate's release from custody.

9. The parties agree that City Inmates will be covered under the County's Insurance policy/Risk Management to the same extent as County inmates for all periods of time wherein any such City inmate is housed at the Newton County Jail and under the control of the Sheriff's Office. Otherwise, the Parties hereto agree that the City Police Department officers shall be insured under City purchased liability insurance and that the Sheriff and all officers and jailers of the Sheriff shall be insured under County-purchased liability insurance. Nothing in this Agreement is intended or should be construed as suggesting that the Sheriff and the City Police Department are engaged in a joint undertaking for law enforcement functions, generally, and that this Agreement is limited to the housing of City inmates in the Newton County Jail.
10. To the fullest extent permitted by law, the City agrees to defend, indemnify and hold the County, the Sheriff, and their agents and employees harmless against any claim(s) (including but not limited to, challenges, contests etc.) losses or expenses (including but not limited to, attorney fees and court fees) arising out of the performance (negligent or otherwise) or failure to perform the services provided by this Agreement, except claims alleging the intentional or willful acts of the Sheriff or of the Sheriff's agents or employees. All legal services and defenses of litigation required by the Sheriff or one acting on behalf of the Sheriff arising pursuant to this contract must be furnished by the City Attorney at the City's expense (except claims alleging the intentional or willful acts of agents or employees of the Sheriff). Should the City Attorney for any reason fail to provide the legal services referred to in this paragraph, the Sheriff shall have authority to engage his attorney at the expense of the City. All requests for legal assistance by the Sheriff from the City Attorney to provide such services shall be communicated in writing. However, the failure of the City Attorney to respond to a request made hereunder, within a reasonable time, shall be deemed to be a refusal to furnish such services. The Sheriff shall notify the City in writing of its determination that the City has failed to respond in a timely manner before incurring legal fees on its own behalf for which the City shall be responsible.
11. The term of this Agreement shall be for ten years beginning on the Effective Date provided above. Any party may terminate their obligations under this Agreement with at least sixty (60) days written notice to the remaining parties. Written notice required by this Agreement, shall be sent to the Chairman of the Board of Commissioners on behalf of the County and to the Mayor on behalf of the City. In the event of termination by either party, all payments owed to the County (prorated as of the date of termination) shall survive termination.
12. This Agreement shall be deemed to have been made, construed, and enforced in accordance with the laws of the State of Georgia, and said laws shall govern the validity of this Agreement and the construction of its terms and interpretation of the rights and duties of the parties. Any litigation arising out of or any way involving this Agreement shall be heard and decided in the Superior Court of Newton County.
13. Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect



as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.

14. The parties hereto shall comply with all applicable local, state, and federal statutes, ordinances, rules and regulations concerning the subject matter of this Agreement.
15. No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.
16. The parties hereto agree to submit any controversy arising under this Agreement to mediation for a resolution. In the event the parties cannot agree on a mediator, the mediator will be selected by the Senior Judge of the Newton County Superior Court. The cost of mediation shall be borne equally by the parties.
17. No party hereto may assign any function or obligation undertaken by such party without the written approval of the other parties.
18. This Agreement shall be binding upon the parties and their successor and assigns for the full period of the term.
19. This Agreement constitutes the sole and final agreement between the parties relating to the subject of this agreement and all prior or contemporaneous agreements are merged into this agreement and succeeded by it.
20. Except as expressly limited by the terms of this Agreement, all rights hereunder are in addition to and do not limit those provided at law or in equity. No failure of a party to exercise any power hereunder, or to insist on strict compliance by the other party with its obligations, and no custom or practice of the parties at variance with the terms hereof, shall be a waiver of a party's right to demand exact compliance herewith.
21. The parties intend that the relation between them is that of principal-independent contractor. No agent, employee, or servant of Sheriff shall be or shall be deemed to be the employee, agent or servant of City. City is interested only in the results obtained under this Agreement. The manner and means of overseeing the work are under the sole control of Sheriff. None of the benefits provided by City to its employees are available from City to Sheriff or its employees, agents or servants. Except for the Indemnification, Sheriff will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants and subcontractors during the performance of this Agreement. The parties agree that nothing herein changes the independent contractor nature of the relationship between the parties.
22. Each provision shall be construed as though all the parties participated equally in its drafting. Any rule of construction that a document is to be construed against the drafting party shall not apply.

23. The parties shall, at the request of the other, make, sign and deliver all documents and do or cause to be done all such things that any party may reasonably require under this agreement.
24. The signatories below have been duly authorized by their respective governing authorities to execute this Agreement on their behalf. Each party represents and warrants to the other that (a) it has full capacity and authority to enter into this; (b) the person executing this on its behalf has full authority to do so; and (c) this constitutes an obligation which is valid and legally binding against it and which is enforceable against it in accordance with its terms.
25. A scanned or facsimile signature shall be treated the same as an original signature and any party may rely upon a scanned or facsimile signature of the party upon this. This may be executed in any number of counterparts, and all counterparts shall be considered together as one. The Parties understand and agree to the terms of this and their authorized officers have signed below.
26. In entering into this, the Parties represent that they have relied upon the legal advice of their attorneys, who are the attorneys of their own choice, or have been advised that they are free to seek the advice of an attorney of their choice and that the terms of this have been read and are fully understood and voluntarily accepted by the Parties.

**IN WITNESS WHEREOF**, the parties hereto have caused their respective officers have caused this Agreement to be executed in their respective names and set their hands and to affix the respective seals of the parties the day and year first written above.

**NEWTON COUNTY**

By: \_\_\_\_\_  
 Marcello Banes, Chairman

Attest: \_\_\_\_\_  
 Jackie Smith, County Clerk

**THE CITY OF OXFORD**

By: *Jerry Roseberry*  
 Jerry Roseberry, Mayor

Attest: *Connie Middlebrook*  
 Connie Middlebrooks, City Clerk

**SHERIFF EZELL BROWN**

By: \_\_\_\_\_  
 Sheriff Ezell Brown

Attest: \_\_\_\_\_

## **INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF FIRE SERVICES**

This Service Delivery Intergovernmental Agreement entered into this the 17th day of June, 2019 (the "Effective Date"), by and between **Newton County, Georgia**, a political subdivision, acting by and through its Board of Commissioners (hereafter the "County"), and **the City of Oxford**, a municipal subdivision acting by and through its Mayor and Council (hereinafter the "City").

### **WITNESSETH**

**WHEREAS**, the Service Delivery Strategy Act (O.C.G.A. 36-70-20, *et. seq.*) mandates that Newton County and all municipalities located therein shall participate in the development of a Service Delivery Strategy through which Newton County, Covington, Porterdale, Oxford, Mansfield, Newborn, and Social Circle shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens within the County;

**WHEREAS**, the Constitution of the State of Georgia provides, in Article IX, Section III, Paragraph I, subparagraph (a), that any county or municipality of the State of Georgia may contract for any period not exceeding 50 years with each other or with any other public agency, public corporation or public authority for the provision of services, or for the joint or separate use of facilities or equipment when such contracts deal with services, activities, or facilities which the contracting parties are authorized by law to undertake or provide;

**WHEREAS**, the Official Code of Georgia § 36-70-3 authorizes governing bodies of municipalities and counties to enter into contracts amongst themselves and with other public and private entities to assist such municipalities and counties in developing, establishing, and implementing service delivery plans;

**WHEREAS**, Article IX, Section II, Paragraph III, subparagraph (b)(2) of the Constitution of the State of Georgia permits the County to provide certain services, including fire protection services, within the municipal limits of the City by way of contract;

**WHEREAS**, Newton County provides fire protection services through the Newton County Fire District and the City desires to obtain fire protection services within its municipal limits;

**WHEREAS**, in order to maintain a service delivery system which is efficient, effective, and responsive to all citizens within the County, the County and the City are willing to enter into this Intergovernmental Agreement ("Agreement") for the provision of fire protection services to the City pursuant to the terms of this Agreement; and

**WHEREAS**, by duly approving this Agreement and spreading same upon the minutes of each respective governing authority, the County and City hereby declare that this Agreement serves the best interest of the citizens in each of their respective jurisdictions.

**NOW, THEREFORE**, and based upon the preamble above as well as the exchange of good and adequate consideration, the receipt and exchange of which are acknowledged by the signatures below, the parties hereby agree as follows:

1. Under the terms of this Agreement, the County hereby agrees as follows:
  - a. The County shall take all steps necessary, within the sole discretion of the County, to adequately maintain, equip, staff, and operate all County fire stations now existing and any future fire stations to provide sufficient fire protection services within the municipal limits of the City;
  - b. The County shall provide the City with fire protection services from the existing Newton County Fire District stations and any future fire stations constructed;
  - c. The County shall consider the needs of the City when deciding where to construct future fire stations; and
  - d. The County shall retain exclusive control over the manner of operation of the Newton County Fire Department.
2. For the services rendered under this Agreement, the City hereby agrees to pay annually an amount equal to one hundred and fifty percent (150%) of the Newton County Fire District Tax levied in the Newton County unincorporated area and based on the City's population in 2010 as determined by the United States Census Bureau.
3. To the fullest extent permitted by law, the City agrees to defend, indemnify and hold the County and its agents and employees harmless against any claim(s) (including but not limited to, challenges, contests etc.) losses or expenses (including but not limited to, attorney fees and court fees) arising out of the performance (negligent or otherwise) or failure to perform the services provided by this Agreement, except claims alleging the intentional or willful acts of the County or its agents or employees. All legal services and defenses of litigation required by the County or one acting on behalf of the County arising pursuant to this contract must be furnished by the City Attorney at the City's expense (except claims alleging the intentional or willful acts of the County or its agents or employees). Should the City Attorney for any reason fail to provide the legal services referred to in this paragraph, the County shall have authority to engage the County Attorney at the expense of the City. All requests for legal assistance by the County from the City Attorney to provide such services shall be communicated in writing. However, the failure of the City Attorney to respond to a request made hereunder, within a reasonable time, shall be deemed to be a refusal to furnish such services. The County shall notify the City in writing of its determination that the City has failed to respond in a timely manner before incurring legal fees on its own behalf for which the City shall be responsible.
4. The term of this Agreement shall be for ten (10) years beginning on the Effective Date provided above. Either party may terminate this Agreement with at least sixty (60) days written notice to the remaining party. Written notice required by this Agreement, shall be sent to the Chairman of the Board of Commissioners on behalf of the County and to the Mayor on behalf of the City. In the event of termination by either party, all payments owed to the County (prorated as of the date of termination) shall survive termination.
5. This Agreement shall be deemed to have been made, construed, and enforced in accordance with the laws of the State of Georgia, and said laws shall govern the

validity of this Agreement and the construction of its terms and interpretation of the rights and duties of the parties. Any litigation arising out of or any way involving this Agreement shall be heard and decided in the Superior Court of Newton County.

6. Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.
7. The parties hereto shall comply with all applicable local, state, and federal statutes, ordinances, rules and regulations concerning the subject matter of this Agreement.
8. No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.
9. 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.
10. The parties hereto agree to submit any controversy arising under this Agreement to mediation for a resolution. In the event the parties cannot agree on a mediator, the mediator will be selected by the Senior Judge of the Newton County Superior Court. The cost of mediation shall be borne equally by the parties.
11. No party hereto may assign any function or obligation undertaken by such party without the written approval of the other parties.
12. This Agreement shall be binding upon the parties and their successor and assigns for the full period of the term.
13. This Agreement constitutes the sole and final agreement between the parties relating to the subject of this agreement and all prior or contemporaneous agreements are merged into this agreement and succeeded by it.
14. Except as expressly limited by the terms of this Agreement, all rights hereunder are in addition to and do not limit those provided at law or in equity. No failure of a party to exercise any power hereunder, or to insist on strict compliance by the other party with its obligations, and no custom or practice of the parties at variance with the terms hereof, shall be a waiver of a party's right to demand exact compliance herewith.
15. The parties intend that the relation between them is that of principal-independent contractor. No agent, employee, or servant of the County shall be or shall be deemed to be the employee, agent or servant of City. The City is interested only in the results obtained under this Agreement. The manner and means of overseeing the work are under the sole control of County. None of the benefits provided by the City to its employees are available from the City to the County or its employees, agents or servants. Except for the Indemnification, the County will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants and subcontractors during the performance of this Agreement. The parties agree that

nothing herein changes the independent contractor nature of the relationship between the parties.

16. Each provision shall be construed as though all the parties participated equally in its drafting. Any rule of construction that a document is to be construed against the drafting party shall not apply.
17. The parties shall, at the request of the other, make, sign and deliver all documents and do or cause to be done all such things that any party may reasonably require under this agreement.
18. The signatories below have been duly authorized by their respective governing authorities to execute this Agreement on their behalf. Each party represents and warrants to the other that (a) it has full capacity and authority to enter into this; (b) the person executing this on its behalf has full authority to do so; and (c) this constitutes an obligation which is valid and legally binding against it and which is enforceable against it in accordance with its terms.
19. A scanned or facsimile signature shall be treated the same as an original signature and any party may rely upon a scanned or facsimile signature of the party upon this. This may be executed in any number of counterparts, and all counterparts shall be considered together as one. The Parties understand and agree to the terms of this and their authorized officers have signed below.
20. In entering into this, the Parties represent that they have relied upon the legal advice of their attorneys, who are the attorneys of their own choice, or have been advised that they are free to seek the advice of an attorney of their choice and that the terms of this have been read and are fully understood and voluntarily accepted by the Parties.

**IN WITNESS WHEREOF**, the parties hereto have caused their respective officers have caused this Agreement to be executed in their respective names and set their hands and to affix the respective seals of the parties the day and year first written above.

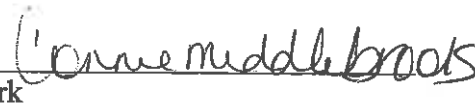
**NEWTON COUNTY**

By: \_\_\_\_\_  
Marcello Banes, Chairman

Attest: \_\_\_\_\_  
Jackie Smith, County Clerk

**CITY OF OXFORD**

By:   
Mayor

Attest:   
City Clerk

**INTERGOVERNMENTAL AGREEMENT FOR THE  
IMPLEMENTATION OF BEST MANAGEMENT  
PRACTICES**

This Service Delivery Intergovernmental Agreement entered into this the 17<sup>TH</sup> day of    JUNE   , 2019 (the "Effective Date"), by and between **Newton County, Georgia**, a political subdivision, acting by and through its Board of Commissioners (hereafter the "County"), and **the City of Oxford**, a municipal subdivision acting by and through its Mayor and Council (hereinafter the "City").

**WITNESSETH**

**WHEREAS**, the Service Delivery Strategy Act (O.C.G.A. 36-70-20, *et. seq.*) mandates that Newton County and all municipalities located therein shall participate in the development of a Service Delivery Strategy through which Newton County, the City of Covington, the City of Porterdale, the City of Oxford, the City of Mansfield, the City of Newborn, and the City of Social Circle shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens within the County;

**WHEREAS**, the Constitution of the State of Georgia provides, in Article IX, Section III, Paragraph I, subparagraph (a), that any county or municipality of the State of Georgia may contract for any period not exceeding 50 years with each other or with any other public agency, public corporation or public authority for the provision of services, or for the joint or separate use of facilities or equipment when such contracts deal with services, activities, or facilities which the contracting parties are authorized by law to undertake or provide;

**WHEREAS**, Article IX, Section II, Paragraph III, subparagraph (b)(2) of the Constitution of the State of Georgia permits the County to provide certain services within the boundaries of the City by way of contract;

**WHEREAS**, the City operates a Small Municipal Storm Sewer System;

**WHEREAS**, the City is required to implement certain Public Education and Outreach and Public Participation/Involvement Best Management Practices ("BMPs") in its Stormwater Management Plan;

**WHEREAS**, Keep Covington/Newton Beautiful ("KCNB") is a commission established by Newton County for the purpose of promoting public interest in the general improvement of the environment of Newton County and is well suited to assist the City in the implementation of the Stormwater BMPs;

**WHEREAS**, in order to maintain a service delivery system which is efficient, effective, and responsive to all citizens within the County, the County and City are willing to enter into this Intergovernmental Agreement ("Agreement") for the implementation of BMPs through KCNB on behalf of the City pursuant to the terms of this Agreement; and

**WHEREAS**, by duly approving this Agreement and spreading same upon the minutes of each respective governing authority, the County and the City hereby declare that this Agreement serves the best interest of the citizens in each of their respective jurisdictions.

**NOW, THEREFORE**, and based upon the preamble above as well as the exchange of good and adequate consideration, the receipt and exchange of which are acknowledged by the signatures below, the parties hereby agree as follows:

1. KCNB shall assist the City in the implementation of BMPs associated with the Public Education and Outreach on Stormwater Impacts, Minimum Control Measures, and Public Involvement.
2. In consideration of staff time and materials associated with educational and other activities of KCNB, the City shall make an annual financial contribution to KCNB in the amount of two thousand dollars (\$2,000) for the work of KCNB.
3. To the fullest extent permitted by law, the City agrees to defend, indemnify and hold the County and its agents and employees harmless against any claim(s) (including but not limited to, challenges, contests etc.) losses or expenses (including but not limited to, attorney fees and court fees) arising out of the performance or failure to perform the services provided by this Agreement.
4. The term of this Agreement shall be for fifty (50) years beginning on the Effective Date provided above. Any party may terminate their obligations under this Agreement with at least sixty (60) days written notice to the remaining parties. Written notice required by this Agreement shall be sent to the Chairman of the Board of Commissioners on behalf of the County and to the Mayor on behalf of the City. In the event of termination by the County or the City, all payments owed to the County (prorated as of the date of termination) shall survive termination.
5. This Agreement shall be deemed to have been made, construed, and enforced in accordance with the laws of the State of Georgia.
6. Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.
7. The parties hereto shall comply with all applicable local, state, and federal statutes, ordinances, rules and regulations concerning the subject matter of this Agreement.
8. No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.
9. 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.
10. The parties hereto agree to submit any controversy arising under this Agreement to mediation for a resolution. In the event the parties cannot agree on a mediator, the mediator will be selected by the Senior Judge of the Newton County Superior Court. The cost of mediation shall be borne equally by the parties.



11. No party hereto may assign any function or obligation undertaken by such party without the written approval of the other parties.
12. This Agreement shall be binding upon the parties and their successor and assigns for the full period of the term.
13. This Agreement constitutes the sole and final agreement between the parties relating to the subject of this agreement and all prior or contemporaneous agreements are superseded by it.

**IN WITNESS WHEREOF**, the parties hereto have caused their respective officers have caused this Agreement to be executed in their respective names and set their hands and to affix the respective seals of the parties the day and year first written above.

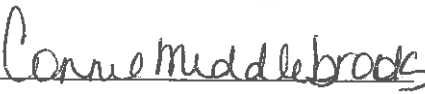
**NEWTON COUNTY**

By: \_\_\_\_\_  
Marcello Banes, Chairman

Attest: \_\_\_\_\_  
Jackie Smith, County Clerk

**CITY OF OXFORD**

By:   
Mayor

Attest:   
City Clerk

**INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ANIMAL  
CONTROL AND ANIMAL SHELTERING SERVICES**

This Service Delivery Intergovernmental Agreement entered into this the 7<sup>TH</sup> day of JUNE, 2019 (the "Effective Date"), by and between **Newton County, Georgia**, a political subdivision, acting by and through its Board of Commissioners (hereafter the "County"), and **the City of Oxford**, a municipality acting by and through its Mayor and Council (hereinafter the "City").

**WITNESSETH**

**WHEREAS**, the Service Delivery Strategy Act (O.C.G.A. 36-70-20, *et. seq.*) mandates that Newton County and all municipalities located therein shall participate in the development of a Service Delivery Strategy through which Newton County, Covington, Porterdale, Oxford, Mansfield, Newborn, and Social Circle shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens within the County;

**WHEREAS**, the Constitution of the State of Georgia provides, in Article IX, Section III, Paragraph 1, subparagraph (a), that any county or municipality of the State of Georgia may contract for any period not exceeding 50 years with each other or with any other public agency, public corporation or public authority for the provision of services, or for the joint or separate use of facilities or equipment when such contracts deal with services, activities, or facilities which the contracting parties are authorized by law to undertake or provide;

**WHEREAS**, the Official Code of Georgia § 36-70-3 authorizes governing bodies of municipalities and counties to enter into contracts amongst themselves and with other public and private entities to assist such municipalities and counties in developing, establishing, and implementing service delivery plans;

**WHEREAS**, Article IX, Section II, Paragraph III, subparagraph (b)(2) of the Constitution of the State of Georgia permits the County to provide certain services, including animal control and sheltering, within the boundaries of the City by way of contract;

**WHEREAS**, Newton County owns and operates the Newton County Animal Shelter and provides rescue, adoption, medical, and other services to stray and homeless dogs and cats and is the sole provider of such services within the County;

**WHEREAS**, in order to maintain a service delivery system which is efficient, effective, and responsive to all citizens within the County, the County and City are willing to enter into this Intergovernmental Agreement ("Agreement") for the provision of animal control and sheltering services by Newton County to the citizens of the City pursuant to the terms of this Agreement; and

**WHEREAS**, by duly approving this Agreement and spreading same upon the minutes of each respective governing authority, the County and the City hereby declare that this Agreement serves the best interest of the citizens in each of their respective jurisdictions.

**NOW, THEREFORE**, and based upon the preamble above as well as the exchange of good and adequate consideration, the receipt and exchange of which are acknowledged by the signatures below, the parties hereby agree as follows:

1. The County shall provide animal control services and the sheltering of stray and homeless dogs and cats found within the City in the same manner in which such services are provided within the unincorporated area of the County.
2. The County shall provide such services within the municipal limits of the City pursuant to the ordinances, rules, and regulations adopted by the City so long as the City maintains an animal control ordinance which is substantially similar, both in form and in content, as the Newton County Animal Control Ordinance, as amended from time to time by the Newton County Board of Commissioners.
3. For purposes of this Agreement, animal control and sheltering services shall include, but not be limited to, the capturing of stray dogs and cats, issuance of citations for violation of ordinances and state laws, responding to emergency situations regarding animals, temporarily impounding or harboring seized, stray, homeless, abandoned or unwanted dogs and cats, and providing temporary care, maintenance, and shelter to such animals, subject to space limitations, pending dispositions through adoptions or other legal means in accordance with state and local laws, rules, and regulations. The County shall retain full discretion as to the extent and manner in which these services are provided, as long as they are performed per Georgia law.
4. The County shall maintain a facility or facilities for the provision of animal control and sheltering services at a location or locations determined by the County adequate in its sole discretion for the provision of such services in accordance with this Agreement.
5. The County shall retain exclusive control over the hours and manner of operation of the Newton County Animal Shelter, which shall maintain hours open to the public as deemed appropriate by the County.
6. The County shall equip and staff the facility in and from which animal control services are provided with equipment and personnel adequate for the provision of the service. The parties hereby agree that all assets currently used by the Newton County Animal Shelter and employees shall remain the property of the Newton County, and any assets purchased in the future from the money contributed for purposes of this service, shall be and remain the sole property of the Newton County.
7. The County Animal Control Officer shall be designated by the County and City as the Animal Control Officer and said Officer is hereby vested with the additional power to enforce the applicable ordinances of the parties to this Agreement within their respective jurisdictions and to perform other such tasks that are reasonable and necessary in the exercise of such powers and responsibilities. This vesting of additional powers to enforce the applicable ordinances of the County and City is made for the sole and limited purpose of giving official and lawful status to the performance of animal control services provided by the County Animal Control Officer within the County or City.

8. As payment for these services, the City agrees that the County shall collect fines and fees for said services through the Newton County Animal Shelter and from individuals convicted of City Animal Control Ordinance violations. Any fines received for violations of the City Animal Control Ordinance will be processed as usual for the prosecuting court and remitted to the County on a monthly basis.
9. The parties agree that any donations or funds raised in support of the Newton County Animal Shelter and fees or charges for services shall be paid into Newton County and restricted for support of the budget for animal control and sheltering services. Such fees shall include, but not be limited to, boarding fees, reclaim fees, adoption fees, and pick up fees. Donations may be from any private party or group.
10. To the fullest extent permitted by law, the City agrees to defend, indemnify and hold the County and its agents and employees harmless against any claim(s) (including but not limited to, challenges, contests etc.) losses or expenses (including but not limited to, attorney fees and court fees) arising out of the performance (negligent or otherwise) or failure to perform the services provided by this Agreement, except claims alleging the intentional or willful acts of the County or of its agents or employees. All legal services and defenses of litigation required by the County or one acting on behalf of the County arising solely from the matters at issue pursuant to this contract must be furnished by the City Attorney at the City's expense (except claims alleging the intentional or willful acts of agents or employees of the County). Should the City Attorney for any reason fail to provide the legal services referred to in this paragraph, the County shall have authority to engage the County Attorney at the expense of the City. All requests for legal assistance by the County from the City Attorney to provide such services shall be communicated in writing. However, the failure of the City Attorney to respond to a request made hereunder, within a reasonable time, shall be deemed to be a refusal to furnish such services. The County shall notify the City in writing of its determination that the City has failed to respond in a timely manner before incurring legal fees on its own behalf for which the City shall be responsible.
11. The term of this Agreement shall be for ten (10) years beginning on the Effective Date provided above. Any party may terminate their obligations under this Agreement with at least sixty (60) days written notice to the remaining parties. Written notice required by this Agreement shall be sent to the Chairman of the Board of Commissioners on behalf of the County and to the Mayor on behalf of the City. In the event of termination by the County or the City, all payments owed to the County (prorated as of the date of termination) shall survive termination.
12. This Agreement shall be deemed to have been made, construed, and enforced in accordance with the laws of the State of Georgia, and said laws shall govern the validity of this Agreement and the construction of its terms and interpretation of the rights and duties of the parties. Any litigation arising out of or any way involving this Agreement shall be heard and decided in the Superior Court of Newton County.
13. Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the

Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.

14. The parties hereto shall comply with all applicable local, state, and federal statutes, ordinances, rules and regulations concerning the subject matter of this Agreement.
15. No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.
16. 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.
17. The parties hereto agree to submit any controversy arising under this Agreement to mediation for a resolution. In the event the parties cannot agree on a mediator, the mediator will be selected by the Senior Judge of the Newton County Superior Court. The cost of mediation shall be borne equally by the parties.
18. No party hereto may assign any function or obligation undertaken by such party without the written approval of the other parties.
19. This Agreement shall be binding upon the parties and their successor and assigns for the full period of the term.
20. This Agreement constitutes the sole and final agreement between the parties relating to the subject of this agreement and all prior or contemporaneous agreements are superseded by it.
21. Except as expressly limited by the terms of this Agreement, all rights hereunder are in addition to and do not limit those provided at law or in equity. No failure of a party to exercise any power hereunder, or to insist on strict compliance by the other party with its obligations, and no custom or practice of the parties at variance with the terms hereof, shall be a waiver of a party's right to demand exact compliance herewith.
22. The parties intend that the relation between them is that of principal-independent contractor. No agent, employee, or servant of County shall be or shall be deemed to be the employee, agent or servant of City. The City is interested only in the results obtained under this Agreement. The manner and means of overseeing the work are under the sole control of County. None of the benefits provided by City to its employees are available from City to County or its employees, agents or servants. Except for the Indemnification, County will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants and subcontractors during the performance of this Agreement. The parties agree that nothing herein changes the independent contractor nature of the relationship between the parties.
23. Each provision shall be construed as though all the parties participated equally in its drafting. Any rule of construction that a document is to be construed against the drafting party shall not apply.

24. The parties shall, at the request of the other, make, sign and deliver all documents and do or cause to be done all such things that any party may reasonably require under this agreement.
25. The signatories below have been duly authorized by their respective governing authorities to execute this Agreement on their behalf. Each party represents and warrants to the other that (a) it has full capacity and authority to enter into this; (b) the person executing this on its behalf has full authority to do so; and (c) this constitutes an obligation which is valid and legally binding against it and which is enforceable against it in accordance with its terms.
26. A scanned or facsimile signature shall be treated the same as an original signature and any party may rely upon a scanned or facsimile signature of the party upon this. This may be executed in any number of counterparts, and all counterparts shall be considered together as one. The Parties understand and agree to the terms of this and their authorized officers have signed below.
27. In entering into this, the Parties represent that they have relied upon the legal advice of their attorneys, who are the attorneys of their own choice, or have been advised that they are free to seek the advice of an attorney of their choice and that the terms of this have been read and are fully understood and voluntarily accepted by the Parties.


**IN WITNESS WHEREOF**, the parties hereto have caused their respective officers have caused this Agreement to be executed in their respective names and set their hands and to affix the respective seals of the parties the day and year first written above.


**NEWTON COUNTY**

By: \_\_\_\_\_  
Marcello Banes, Chairman

Attest: \_\_\_\_\_  
Jackie Smith, County Clerk

**CITY OF OXFORD**

By:   
Mayor

Attest:   
City Clerk

**CONSECUTIVE WATER SYSTEM  
INTERGOVERNMENTAL AGREEMENT**

**THIS CONSECUTIVE WATER SYSTEM INTERGOVERNMENTAL AGREEMENT (“Agreement”)** is by and between Newton County, Georgia, (“Newton County” or “the County”) a political subdivision of the State of Georgia acting by and through the Board of Commissioners of Newton County, the Newton County Water and Sewerage Authority (“WSA”) a body corporate and politic of the State of Georgia acting by and through its Board of Directors, and the City of Covington, Georgia (“Covington”), the City of Mansfield, Georgia (“Mansfield”), the City of Newborn, Georgia (“Newborn”), the City of Oxford, Georgia (“Oxford”), and the City of Porterdale, Georgia (“Porterdale”) (collectively, “the Cities”), each a municipal corporation of the State of Georgia acting by and through its Mayor and City Council.

**RECITALS:**

**WHEREAS**, the County operates certain water treatment facilities, including the Cornish Creek Water Treatment Facility and the Williams Street Water Treatment Facility (collectively with all of the County’s facilities related to water collection, storage and treatment, the “Treatment Facilities”) (Parent System ID#2170097 Lab J029);

**WHEREAS**, the WSA and the Cities each operate water distribution systems that are directly or indirectly connected to the Treatment Facilities and that receive treated water from the Treatment Facilities, each individual water distribution system being identified as follows: WSA ID# 2170004; the City of Covington ID# 2170001; City of Mansfield ID# 2170002; City of Newborn ID# 2170003; City of Oxford ID# 2170020; City of Porterdale ID# 2170014 (collectively, the “Distribution Systems” and together with the Treatment Facilities, the “Consecutive System”);

**WHEREAS**, pursuant to Article IX, Section III, Paragraph I of the Georgia Constitution, counties, cities and public authorities may enter into intergovernmental agreements for the provision of services and the joint or separate use of facilities and equipment, and each of the parties to this Agreement is authorized by law to provide for the development, storage, treatment, purification, and distribution of water;

**WHEREAS**, in August 1994, the parties entered into a 25-year Consecutive System Agreement, and the parties desire to renew the essential terms of that agreement with certain additions and clarifications as provided below;

**WHEREAS**, in December 1996, the County and Covington entered into a Water Supply Agreement and, to the extent, if any, that their agreement remains in force, the County and Covington desire to supersede that agreement with the water supply and price terms set forth below; and

**WHEREAS**, in December 1996, the County and the WSA entered into a Water Supply Agreement, as subsequently amended and extended through July 1, 2024 by amendments dated May 2004 and June 2004, and the County and the WSA desire to supersede that agreement with

treatment.

- b. The County is responsible for providing water that complies with all legal standards as of the point the water exits the Treatment Facilities. The Cities and the WSA retain the responsibility for the quality of water received by their respective customers, and the City and WSA remain responsible for additional treatment, if necessary, to treat water that degrades in quality during passage through the Distribution Systems.
- c. No party may receive into any Distribution System water originating from a source other than the Treatment Facilities without first notifying the other parties. The County will have no responsibility under this Agreement to treat water from any alternative source.
- d. The County will retain discretion in operating the Treatment Facilities, and the discretion to modify, expand, or decommission Treatment Facilities as reasonably appropriate to efficiently and economically supply water to the parties. The parties specifically contemplate that the Williams Street Water Treatment Facility may be decommissioned and replaced with additional flow from the Cornish Creek Water Treatment Facility. Nothing in this paragraph will supersede any rights of Covington, established in separate contracts between the County and Covington, pertaining to the Williams Street Water Treatment Facility.

7. Water Testing and Reporting.

- a. The County shall be solely responsible for all water quality monitoring and reporting required by law throughout the entire Consecutive System. The County's responsibilities encompass all monitoring and reporting required by law, including the: Revised Total Coliform Rule; Surface Water Treatment Rule (SWTR); Groundwater Rule; Stage 1 and Stage 2 Disinfectants and Disinfection Byproducts Rules (D/DBP Rule); Radionuclides Rule; Lead and Copper Rule; Inorganics and Organics (Phase II/V) Rule; Arsenic Rule; Fluoride Rule; and any other requirements of the federal Safe Drinking Water Act and the Georgia Rules for Safe Drinking Water.
- b. This Agreement shall not require the County to test more frequently or more stringently than required by law, and the County shall retain full discretion in the means and methods of testing, provided the testing complies with applicable legal standards and does not unduly interfere with the other parties' operations.
- c. For purposes of carrying out its testing responsibilities, the County may access the Consecutive System at the various locations shown on Exhibit A. The County may access such locations at any time with no advance notice, and by this Agreement the Cities and the WSA parties hereby grant the County a right of access with vehicles and equipment to all testing locations shown on Exhibit A.
- d. The County's responsibility for water quality monitoring and reporting will not make the County responsible for any noncompliance found in the results of such.



directly with its customers regarding the issue. In addition, the County will perform routine monitoring of water quality throughout the Consecutive System, and in the event of a Water Quality Problem will notify the EPD (or EPA as necessary), along with the affected City and/or WSA. If the Water Quality Problem arises from a portion of the Distribution System, the responsible City and/or WSA will be responsible for paying all fines, issuing public notices, and must directly interact with EPD in resolving the issue.

10. Payment for Water Supplied.

- a. The WSA and each City purchasing water from the County shall pay for potable water based upon the actual quantity of water taken multiplied by an in-county uniform rate to be set periodically by resolution of the Newton County Board of Commissioners. In the event the WSA or a City disputes the accuracy of the meter reading associated with its bill, it shall notify the County in writing within thirty (30) days of receipt of the invoice; all meter readings not disputed within thirty (30) days will be considered final and not subject to dispute. For purposes of adjusting for any demonstrated meter inaccuracy, the amount billed for any period of inaccuracy will be the average of the monthly water flow readings immediately before and after the period of inaccuracy, times the number of months in which the inaccuracy persisted. If significant conditions exist which would cause this calculation to be unreasonable (e.g., significant dry weather event occurring in month that meter reading is considered accurate) or if the inaccuracy is minor (less than 5%), the County and the respective customer can mutually agree to another method of estimating the amount of water flow for billing purposes. All rates, fees and charges for service will be applicable to the adjusted water sales.
- b. Until updated with a rate modification, the WSA and each City shall pay the current rate of \$2.24.
- c. Subject to the limitations below, the County shall have discretion of when to set and adjust the uniform in-county rate, provided that the following conditions are met:
  - The uniform rate shall be based on a wholesale rate study / model, to be prepared and updated at least once every five years by an independent, qualified, outside rate consultant (or equivalent expert), which incorporates the audited operational, maintenance, capital costs, debt service and replacement costs attributed to the Treatment Facilities, and that will sustain the County's long term operation and replacement of its facilities;
  - The County shall provide a detailed explanation of each item used in computing the rate, including identification of each debt service item in enough detail to enable verification. Data used to calculate revenues shall be provided when rate structure changes are proposed. This data shall include debt service amortization schedules, bond covenant requirements, operating expenses in the form of financial statements for proposed capital projects, anticipated out-of-county water sales amounts, and such other data as is reasonably available to evidence that qualifying anticipated expenses form the basis of the proposed rate structure;
  - The County shall formally adopt or adjust its rate at least once every five years;

the Treatment Facilities, the party accommodating such transmission through its infrastructure shall not charge a pass-through or “wheeling” charge. However, no party shall be required to reduce its own share of water received from the Treatment Facilities in order to accommodate an increase in flow intended for a downstream recipient over that referenced in Section 11(b) below. To the extent a Distribution System must be expanded to accommodate an increase in flow required by a downstream recipient over that referenced in Section 11(b) below, the downstream recipient shall be responsible for the cost of constructing new or expanded water mains within the Distribution System. To the extent a Distribution System must be expanded to accommodate an increase in flow required by the owner of the Distribution System over that referenced in Section 11(b) below, the owner of such Distribution System shall be responsible for the cost of constructing new or expanded water mains within its Distribution System in order to accommodate flow intended for a downstream recipient. To the extent a Distribution System must be expanded to accommodate the County’s sale of water to an out-of-county customer, the County shall be responsible for the cost of constructing new or expanded water mains within the Distribution Systems in order to accommodate the flow intended for an out-of-county customer.

b. For reference, during calendar year 2018:

- the WSA’s use of water was: 5.763 MGD (monthly average in highest month); and 5.025 MGD (annual average for calendar year);
- Covington’s use of water was: 3.405 MGD (monthly average in highest month); and 2.810 MGD (annual average for calendar year);
- Mansfield’s use of water was: 0.116 MGD (monthly average in highest month); and 0.068 MGD (annual average for calendar year).
- Newborn’s use of water was: 0.074 MGD (monthly average in highest month); and 0.061 MGD (annual average for calendar year).
- Oxford’s use of water was: 0.275 MGD (monthly average in highest month); and 0.269 MGD (annual average for calendar year).
- Porterdale’s use of water was: 0.148 MGD (monthly average in highest month); and 0.131 MGD (annual average for calendar year).

12. Communications Regarding Water Requirements and Capital Improvements.

- a. The County desires to fully satisfy the water quantity requirements of the Cities and the WSA (collectively “Local Customers”), which may include expanding the County’s treatment capacity and permitting authorization as necessary to meet demand.
- b. [Applicable only if term of Agreement extended.] By February 1, 2020, and February 1 of every subsequent even-numbered year during the Term of this Agreement, each of the Local Customers shall individually provide the County with a five-year and ten-year projected estimate of its own water demand. The Local Customers shall also

herein shall require indemnification of the County for any acts of gross negligence or intentional acts of the County or any of its officers or employees.

15. Sales to Out-of-County Customers. Except for existing contracts in force as of August 1, 2019 and the County's 2019 updates to its contracts with the Alcovy Shores Water & Sewer Authority and the Jasper County Water & Sewer Authority, the County shall not sell or guarantee water capacity to entities outside of Newton County without first presenting the proposed sale to the other parties. All such out-of-County sales must be consistent with any existing or amended Water System Strategic Plan adopted by the parties or existing agreements for the out-of-County sale of water.
16. Exclusion of Non-Potable Water. Non-potable water is specifically excluded from this Agreement. If the WSA or any City owns or develops a non-potable, wastewater reuse, or gray water system, it shall maintain such system separate from its potable water system, and avoid any cross-connection between the two.
17. Drought Management & Water Conservation. Should it become necessary for the County to restrict the use of water or employ drought management measures with WSA and Cities for the purpose of conserving the raw water supply in the event of a local drought period, or drought as declared by Georgia EPD, the WSA and Cities shall enforce identical restrictions. During any period of water shortage or outage, the County and the WSA and Cities shall promptly use their best efforts, legal and otherwise, to minimize the water shortage. The WSA and Cities further agree to enforce any such restrictions upon its customers through local code and law enforcement officers, if possible.
18. Force Majeure. In case by reason of force majeure either party hereto shall be rendered unable wholly, or in part, to carry out its obligations under this Agreement, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein, shall mean any cause beyond a party's reasonable control, including acts of God, strikes, lockouts, or other industrial disturbances, acts of a public enemy, orders of any kind of the Government of the United States or the State of Georgia or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, and droughts or other partial or entire failure of water supply. Should the County's ability to produce water be materially reduced by reason of force majeure, then the County shall prorate the water available to it between its customers on the basis of their relative water purchases from the County during the preceding year and the County shall not be obligated hereby to deliver to any party any water in excess of its share under such proration. The parties acknowledge that the County has entered into, and may enter into, water supply contracts with out-of-county customers. The County agrees that it and its engineers will use their best efforts, when making contracts with out-of-county customers, to have an adequate safety factor built into the County water system to ensure no interruption of service to in-county customers.

- 27. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and both of which shall constitute but one and the same instrument.
- 28. Interpretation. The parties hereto have cooperated in the preparation of this Agreement and it shall not be interpreted or construed against or in favor of either party by virtue of identity, interest, or affiliation of its preparer.
- 29. Third Party Beneficiaries. This Agreement is entered into for the benefit of the parties hereto only and shall confer no benefits, direct or implied, to any third persons or authorize anyone not a party to this Agreement to maintain an action pursuant to the terms or provisions of this Agreement.
- 30. Joint Meetings. The parties, through their appropriate representatives, agree to hold joint meetings in each quarter of each calendar year or as the parties mutually agree. The purpose of these joint meeting will be to discuss matters of common interest to all parties including, but not limited to, amendments or revisions to their Conservation and Drought Contingency Plan (as may be updated from time to time), amendments or revisions to the consecutive system wholesale water rates, the construction of capital improvements to serve the consecutive system, and any additional items related to water.
- 31. Notification. Any notices required to be given pursuant to the provisions of this Agreement shall be given in writing and shall be deemed received, and shall be effective when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the other party at the address given below, or at a substitute address previously furnished to the party by written notice in accordance herewith:

**To Newton County:**

Director of Newton County Water Resources  
 11905 Alcovy Road  
 Covington GA 30014

With a copy to:

c/o Chairman  
 Newton County Board of Commissioners  
 1124 Clark Street  
 Covington, Georgia 30014

**To the City of Covington:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**To the Newton County Water & Sewerage Authority**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**To the City of Newborn**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**To the City of Oxford**

IN WITNESS WHEREOF, all parties hereto have agreed as of this \_\_\_ day of \_\_\_\_\_  
20\_\_.

NEWTON COUNTY, GEORGIA

By: \_\_\_\_\_

Marcello Banes, Chairman

(COUNTY SEAL)

Attest:

\_\_\_\_\_

Jackie Smith, Clerk

NEWTON COUNTY WATER &  
SEWERAGE AUTHORITY

By: \_\_\_\_\_

Attest:

\_\_\_\_\_

Clerk

CITY OF COVINGTON

By: \_\_\_\_\_

(SEAL)


Attest:

\_\_\_\_\_

Clerk

[Signatures Continued on Next Page]

CITY OF OXFORD

By: 

(SEAL)

Attest:



Clerk

CITY OF PORTERDALE

By: \_\_\_\_\_

(SEAL)

Attest:

\_\_\_\_\_

Clerk

**INTERGOVERNMENTAL AGREEMENT REGARDING  
TAX COLLECTION SERVICES**

This Service Delivery Intergovernmental Agreement entered into this the 17<sup>TH</sup> day of JUNE, 2019 (the "Effective Date"), by and between **Newton County, Georgia**, a political subdivision, acting by and through its Board of Commissioners (hereafter the "County"), and the **City of Oxford**, a municipality acting by and through its Mayor and Council (hereinafter the "City") and **Barbara Dingler**, the duly elected Tax Commissioner of Newton County (hereinafter the "Tax Commissioner").

**WITNESSETH**

**WHEREAS**, the Service Delivery Strategy Act (O.C.G.A. 36-70-20, *et. seq.*) mandates that Newton County and all municipalities located therein shall participate in the development of a Service Delivery Strategy through which Newton County, the City of Covington, the City of Porterdale, the City of Oxford, the City of Mansfield, the Town of Newborn, and the City of Social Circle shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens within the County;

**WHEREAS**, the Constitution of the State of Georgia provides, in Article IX, Section III, Paragraph I, subparagraph (a), that any county or municipality of the State of Georgia may contract for any period not exceeding 50 years with each other or with any other public agency, public corporation or public authority for the provision of services, or for the joint or separate use of facilities or equipment when such contracts deal with services, activities, or facilities which the contracting parties are authorized by law to undertake or provide;

**WHEREAS**, the Official Code of Georgia § 48-5-359.1 (a) provides that any county and any municipality wholly or partially located within such county may contract, subject to the approval by the tax commissioner of the county, for the tax commissioner to prepare the tax digest for such municipality; to assess and collect municipal taxes in the same manner as county taxes; and for the purpose of collecting such municipal taxes, to invoke any remedy permitted for collection of municipal taxes;

**WHEREAS**, the Official Code of Georgia § 48-5-359.1 (a) provides further that any contract authorized therein shall specify an amount to be paid by the municipality to the county, which amount will substantially approximate the cost to the county for providing the service to the municipality and that the tax commissioner is authorized to contract for and to accept, receive and retain compensation from the municipality for such additional duties and responsibilities in addition to that compensation provided by law to be paid to the tax commissioner by the county;

**WHEREAS**, the Newton County Tax Commissioner is a duly elected official, charged with collecting and levying the taxes of Newton County;

**WHEREAS**, this Agreement is approved and consented to by Barbara Dingler in her official capacity as Tax Commissioner of Newton County;

**WHEREAS**, the City, County, and Tax Commissioner wish to avoid the duplication of services and to provide for efficient management of County and City governments under the terms and provisions of the laws of the State of Georgia, and therefore desire to enter into this

Intergovernmental Agreement (“Agreement”) regarding the collection of ad valorem real property taxes on property located within the corporate limits of the City of Mansfield by the Newton County Tax Commissioner; and

**WHEREAS**, by duly approving this Agreement and spreading same upon the minutes of each respective governing authority, the County and City hereby declare that this Agreement serves the best interest of the citizens in each of their respective jurisdictions.

**NOW, THEREFORE**, and based upon the preamble above as well as the exchange of good and adequate consideration, the receipt and exchange of which are acknowledged by the signatures below, the parties hereby agree as follows:

1. During the term of this Agreement, the County, through the office of the Tax Commissioner shall:
  - a. Timely prepare the tax digest for the City;
  - b. Levy, assess, and collect all taxes, for both real and personal property, for the City based upon the mill rate as fixed and determined by the governing body of the City in the same manner as taxes for Newton County are levied, assessed, and collected;
  - c. Apply and invoke any remedies, methods, and procedures authorized and/or permitted by law for collection of City taxes;
  - d. Account for and remit to the City all taxes collected in a reasonable and timely manner after the date of collection;
  - e. Provide access to records of the Tax Commissioner to the City through its auditors for purposes of a yearly audit;
  - f. Accept from the City the transfer of the duty of receiving homestead exemption applications to the Tax Commissioner which duty shall be fulfilled in accordance with the provisions of the State Constitution and laws authorizing homestead exemption; and
  - g. Otherwise perform the duties of tax receiver and collector on behalf of the City in substantially the same manner as provided to the County, per Georgia law.
2. In order to reimburse the County and Tax Commissioner for the cost of providing the services set forth herein, the City agrees to pay the Tax Commissioner an annual lump sum at a flat rate equal to \$2.50 per individual account billed for taxes and/or assessments levied by the City. The flat rate shall be paid to the Tax Commissioner by the City no later than the end of the month in which the annual tax billing is completed.
3. With the exception of penalties and interest, which shall be remitted to the City in the same manner as taxes and assessments, the Parties agree further that the Tax Commissioner shall retain all other fines or fees typically payable to the Tax Commissioner authorized by law in connection with the collection or enforcement of said taxes and/or assessments collected from City taxpayers.



4. In the event that a court of competent jurisdiction or the County Board of Commissioners or its designee determines that an ad valorem tax refund is owed to any taxpayer pursuant to O.C.G.A. § 48-5-380 and when a portion of such refund consists of taxes collected on behalf of the City, the City hereby authorizes the Tax Commissioner to withhold future tax remittances to the City under this agreement equal to the City's portion of the tax refund. By way of example, if a refund for overpayment was determined to be \$1,000 and 10% of the overpayment had previously been remitted to the City, the Tax Commissioner is authorized to immediately refund the overpayment in full and to retain \$100 from future City tax collections to offset the City's share of the refund.
5. To the fullest extent permitted by law, the City agrees to defend, indemnify and hold the County and the Tax Commissioner and their agents and employees harmless against any claim(s) (including but not limited to, challenges, contests etc.) losses or expenses (including but not limited to, attorney fees and court fees) arising out of the performance or failure to perform the services provided by this Agreement, except claims alleging the intentional or willful acts of the Tax Commissioner or of her agents or employees. All legal services and defenses of litigation required by the Tax Commissioner or one acting on behalf of the Tax Commissioner arising solely from the municipal taxes at issue pursuant to this contract must be furnished by the City Attorney at the City's expense (except claims alleging the intentional or willful acts of agents or employees of the Tax Commissioner). Should the City Attorney for any reason fail to provide the legal services referred to in this paragraph, the Tax Commissioner shall have authority to engage the County Attorney at the expense of the City. All requests for legal assistance by the Tax Commissioner from the City Attorney to provide such services shall be communicated in writing. However, the failure of the City Attorney to respond to a request made hereunder, within a reasonable time, shall be deemed to be a refusal to furnish such services. The Tax Commissioner shall notify the City in writing of its determination that the City has failed to respond in a timely manner before incurring legal fees on its own behalf for which the City shall be responsible.
6. The term of this Agreement shall be for ten (10) years beginning on the Effective Date provided above. Any party may terminate their obligations under this Agreement with at least sixty (60) days written notice to the remaining parties. Written notice required by this Agreement, shall be sent to the Chairman of the Board of Commissioners on behalf of the County, to the duly elected Tax Commissioner of Newton County, and to the Mayor on behalf of the City. In the event of termination by the County, the Tax Commissioner, or the City, all payments owed to the County (prorated as of the date of termination) shall survive termination.
7. This Agreement shall be deemed to have been made, construed, and enforced in accordance with the laws of the State of Georgia, and said laws shall govern the validity of this Agreement and the construction of its terms and interpretation of the rights and duties of the parties. Any litigation arising out of or any way involving this Agreement shall be heard and decided in the Superior Court of Newton County.
8. Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and

effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.

9. The parties hereto shall comply with all applicable local, state, and federal statutes, ordinances, rules and regulations concerning the subject matter of this Agreement.
10. No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.
11. 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.
12. The parties hereto agree to submit any controversy arising under this Agreement to mediation with a mediator with Miles Mediation and Arbitration for a resolution. In the event the parties cannot agree on a mediator, the mediator will be selected by the Senior Judge of the Newton County Superior Court. The cost of mediation shall be borne equally by the parties.
13. No party hereto may assign any function or obligation undertaken by such party without the written approval of the other parties.
14. This Agreement shall be binding upon the parties and their successor and assigns for the full period of the term.
15. This Agreement constitutes the sole and final agreement between the parties relating to the subject of this agreement and all prior or contemporaneous agreements are merged into this agreement and succeeded by it.
16. Except as expressly limited by the terms of this Agreement, all rights hereunder are in addition to and do not limit those provided at law or in equity. No failure of a party to exercise any power hereunder, or to insist on strict compliance by the other party with its obligations, and no custom or practice of the parties at variance with the terms hereof, shall be a waiver of a party's right to demand exact compliance herewith.
17. The parties intend that the relation between them is that of principal-independent contractor. No agent, employee, or servant of Tax Commissioner shall be or shall be deemed to be the employee, agent or servant of City. The City is interested only in the results obtained under this Agreement. The manner and means of overseeing the work are under the sole control of Tax Commissioner. None of the benefits provided by City to its employees are available from City to Tax Commissioner or its employees, agents or servants. Except for the Indemnification, Tax Commissioner will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants and subcontractors during the performance of this Agreement. The parties agree that nothing herein changes the independent contractor nature of the relationship between the parties.

18. Each provision shall be construed as though all the parties participated equally in its drafting. Any rule of construction that a document is to be construed against the drafting party shall not apply.
19. The parties shall, at the request of the other, make, sign and deliver all documents and do or cause to be done all such things that any party may reasonably require under this agreement.
20. The signatories below have been duly authorized by their respective governing authorities to execute this Agreement on their behalf. Each party represents and warrants to the other that (a) it has full capacity and authority to enter into this; (b) the person executing this on its behalf has full authority to do so; and (c) this constitutes an obligation which is valid and legally binding against it and which is enforceable against it in accordance with its terms.
21. A scanned or facsimile signature shall be treated the same as an original signature and any party may rely upon a scanned or facsimile signature of the party upon this. This may be executed in any number of counterparts, and all counterparts shall be considered together as one. The Parties understand and agree to the terms of this and their authorized officers have signed below.
22. In entering into this, the Parties represent that they have relied upon the legal advice of their attorneys, who are the attorneys of their own choice, or have been advised that they are free to seek the advice of an attorney of their choice and that the terms of this have been read and are fully understood and voluntarily accepted by the Parties.

**IN WITNESS WHEREOF**, the parties hereto have caused their respective officers have caused this Agreement to be executed in their respective names and set their hands and to affix the respective seals of the parties the day and year first written above.


**NEWTON COUNTY**

By: \_\_\_\_\_  
 Marcello Banes, Chairman

Attest: \_\_\_\_\_  
 Jackie Smith, County Clerk

**CITY OF OXFORD**

By:   
 Mayor

Attest:   
 City Clerk

**THE TAX COMMISSIONER**

By: \_\_\_\_\_  
 Barbara Dingler, Tax Commissioner

Attest: \_\_\_\_\_