

§10-5 INTERGOVERNMENTAL AGREEMENT FOR SERVICES

§10-5-1	SCOPE OF SERVICES
§10-5-2	DESCRIPTION OF SPECIFIC SERVICES
§10-5-3	AUTHORIZATIONS
§10-5-4	OBLIGATIONS OF SERVICE RECIPIENT
§10-5-5	OBLIGATIONS OF SERVICE PROVIDER
§10-5-6	INDEPENDENT STATUS
§10-5-7	RENEGOTIATIONS
§10-5-8	EFFECTIVE DATE
§10-5-9	TERMINATION

[See Commentary]

WHEREAS, _____ County [City of _____], hereafter referred to as “service recipient,” is desirous of procuring certain services from _____, hereafter referred to as “service provider,” and

WHEREAS, the _____ is willing to perform such services on the terms and conditions hereinafter set forth; and

WHEREAS, both parties hereto are authorized to enter into this agreement; and

NOW, THEREFORE, it is agreed as follows:

§10-5-1 SCOPE OF SERVICES

§10-5-1.1 Building and Construction Code Administration. The service provider agrees, through its building inspection department, to perform within the city limits of _____ [unincorporated areas of _____ County] all functions performed by said department. The service provider may do additional work related to inspection of buildings and structures, when requested to do so in writing by the service recipient. At a minimum, the services provided shall be to administer, inspect for compliance, and enforce the following minimum codes as adopted by the State of Georgia. The service provider shall also administer, inspect for compliance, and enforce any local amendments thereto, which have been adopted by the service recipient, if such amendments are provided in writing to the service provider.

- (a) SBCCI Standard Building Code (1994 edition).
- (b) National Electrical Code (1999 edition).
- (c) SBCCI Standard Gas Code (International Fuel Gas Code) (2000 edition).
- (d) SBCCI Standard Mechanical Code (International Mechanical Code) (2000 edition).
- (e) CABO One and Two Family Dwelling Code (1995 edition).
- (f) SBCCI Georgia State Energy Code for Buildings (CABO Model Energy Code) (1995 edition).
- (g) SBCCI Standard Fire Prevention Code (1994 edition).
- (h) Standard Plumbing Code (International Plumbing Code) (2000 edition).

[See Commentary]

§10-5-1.2 Code Enforcement Services. The service provider agrees, through its code enforcement services division, to perform within the city limits of _____ [unincorporated areas of _____ County] all functions performed by said division. The service provider may do additional work related to inspection of code violations when requested to do so, in writing, by the service recipient. At a minimum, the services provided shall be to administer, inspect for compliance, and enforce the following codes:

[See commentary; insert list of codes]

§10-5-1.3 Land Use Regulation Services. The service provider agrees, through its planning department, to perform within the city limits of _____ [unincorporated areas of _____ County] all functions performed by said division. The service provider may do additional work related to the administration of land use regulations when requested to do so, in writing, by the service recipient. At a minimum, the services provided shall be to administer, inspect for compliance, and enforce the following regulations.

- (a) Zoning [or land use intensity district] ordinance.
- (b) Land subdivision and land development regulations.
- (c) Flood hazard prevention regulations.
- (d) "Part V" environmental planning criteria.
- (e) Soil erosion and sedimentation control ordinance.
- (f) Tree protection regulations.
- (g) Sign ordinance.

[See Commentary]

§10-5-2 DESCRIPTION OF SPECIFIC SERVICES

In connection with the scope of services, the service provider shall perform the following specific services.

- (a) Administrative application processing. Consult with applicants; receive applications; review applications for completeness and compliance with regulations; collect fees for applications; notify applicants of disposition.
- (b) Discretionary applications. Forward applications involving discretionary approval by a board, commission, or agency (e.g., governing body, planning commission, board of appeals, building board of appeals, etc.) to said boards, commissions, or agencies with jurisdiction, as appropriate with findings, comments and/or recommendation to boards, commissions, or agencies; attend meetings of said boards, commissions, or agencies with jurisdiction to prevent findings, comments and/or recommendations; notify applicants of disposition.
- (c) File maintenance. Keep and maintain official files for all applications processed under the terms of this agreement. Process open records requests associated with any such files. This includes the updating of any maps, such as a land use intensity district map, in connection with these services.
- (d) Field work. Inspect buildings, properties, and sites as necessary in connection with services.
- (e) Enforcement. Prepare evidence necessary in the prosecution under codes and ordinances. Attend court or other enforcement proceedings and administer or assist with proceedings; notify violators of disposition.
- (f) Other. Other duties and obligations necessarily implied in connection with the performance of these tasks.

§10-5-3 AUTHORIZATIONS

The service provider shall have all the powers and duties of the Land Use Officer, Building Official, and Code Enforcement Officer of the service recipient as provided in adopted codes and regulations.

The service provider shall be authorized to collect application and permit fees as established in adopted codes and ordinances, or as adopted by Resolution [Ordinance] of the service recipient. This provision shall not authorize the service provider to charge a fee that has not been established per Resolution [Ordinance] of the service recipient. The service provider shall be authorized to collect any fines levied by a court of law as a result of enforcement activities in connection with the services provided. Any such fees or fines collected by the service provider shall be deposited in accounts of the service recipient, not the service provider.

[See Commentary]

§10-5-4 OBLIGATIONS OF SERVICE RECIPIENT

The service recipient agrees to provide the following to the service provider.

- (a) All maps, ordinances and codes to be administered and enforced, including incidental application forms, maps, administrative guides, and so forth.
- (b) Furnish working space to perform said services, including quarters, a public permit counter, furnishings, utilities, and janitorial services. Alternatively, if no existing space is available in the quarters of the service recipient, the service recipient shall reimburse the service provider for the costs of securing appropriate working space, furnishings, utilities, and janitorial services. Any equipment or furniture provided by the service recipient to the service provider shall remain the property of the service recipient.
- (c) Payment within 60 days of any deficit between expenditures by the service provider for services and the total revenues collected for said services by the service provider. For purpose of this provision, revenues shall include fees, fines, interest earned, and any other funds derived as a result of the provision of such services. For the purpose of this provision, expenditures shall include salaries of employees engaged therein, vacation, sick leave, retirement, traveling expenses, and overhead.

§10-5-5 OBLIGATIONS OF SERVICE PROVIDER

The service provider agrees to provide the following to the service recipient, in addition to the services described elsewhere in this agreement.

- (a) Account for revenues and expenditures using generally accepted accounting principles, and to open all accounts for public view, including submitting copies of said accounting records for review by an independent auditor at service recipient's expense.
- (b) Supply service recipient with an hourly rate for personnel used to perform services, and an estimate of non-labor expenditures for the fiscal year of the service recipient and to annually determine the hourly rate for services and annual estimates of non-labor expenditures, as an aid to budgeting by the service recipient for said services.

§10-5-6 INDEPENDENT STATUS

Under no circumstances shall the service provider, its principals, employees, associates, subcontractors, successors or assigns be deemed employees, agents, partners, successors, assigns, or legal representatives of the service recipient except as specifically required herein.

§10-5-7 RENEGOTIATIONS

If any action is taken or request made by the service recipient that materially increases the cost to the service provider of providing the services required under this agreement, the service recipient and the service provider agree to negotiate in good faith the amount of additional compensation that will be paid by the service recipient as a result of said increase in cost.

§10-5-8 EFFECTIVE DATE

This agreement shall become effective on [month day, year] and shall continue in full force and effect until [month day, year]. Unless terminated as provided for herein, this agreement shall be automatically renewed from year to year for successive one-year periods thereafter.

§10-5-9 TERMINATION

This agreement may be terminated at the end of any term thereof by the service provider or service recipient giving a written notification of such intention to terminate to the other party at least 45 days before the expiration of the initial period or any succeeding one-year period. Should either the service recipient or the service provider be in default hereunder, the non-defaulting party shall give written notice of such default; and should such default not be corrected within 30 days after the mailing of notice thereof, this agreement may be terminated by the non-defaulting party by giving written notice thereof.

IN WITNESS HEREOF, the parties hereto have set their hands and seals.

ATTEST:

Service Provider Signature

Signature

ATTEST:

Service Recipient Signature

Signature

[See Reference]