



**SERVICE DELIVERY STRATEGY**

**FORM 1**

**I. GENERAL INSTRUCTIONS:**

1. **FORM 1 is required for ALL SDS submittals.** Only one set of these forms should be submitted per county. The completed forms shall clearly present the collective agreement reached by all cities and counties that were party to the service delivery strategy.
2. List each local government and/or authority that provides services included in the service delivery strategy in Section II below.
3. List all services provided or primarily funded by each general purpose local government and/or authority within the county that are continuing *without change* in Section III, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.)

<p><b>OPTION A</b> <i>Revising or Adding to the SDS</i></p>	<p><b>OPTION B</b> <i>Extending the Existing SDS</i></p>
<ol style="list-style-type: none"> <li>4. List all services provided or primarily funded by each general purpose local government and authority within the county which are revised or added to the SDS in Section IV, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.)</li> <li>5. For each service or service component listed in Section IV, complete a separate, updated <i>Summary of Service Delivery Arrangements</i> form (FORM 2).</li> <li>6. Complete one copy of the <i>Certifications</i> form (FORM 4) and have it signed by the authorized representatives of participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 4).]</li> </ol>	<ol style="list-style-type: none"> <li>4. In Section IV type, "NONE."</li> <li>5. Complete one copy of the <i>Certifications for Extension of Existing SDS</i> form (FORM 5) and have it signed by the authorized representatives of the participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 5).]</li> <li>6. Proceed to step 7, below.</li> </ol> <div data-bbox="841 1178 1539 1457" style="background-color: #003366; color: white; padding: 10px; margin-top: 10px;"> <p><i>For answers to most frequently asked questions on Georgia's Service Delivery Act, links and helpful publications, visit DCA's website at <a href="http://www.dca.georgia.gov/community-assistance/Coordinated-planning/intergovernmental-coordination/service-delivery" style="color: white;">http://www.dca.georgia.gov/community-assistance/Coordinated-planning/intergovernmental-coordination/service-delivery</a>, or call the Office of Planning at (404) 679-5279.</i></p> </div>

7. If any of the conditions described in the existing *Summary of Land Use Agreements* form (FORM 3) have changed or if it has been ten (10) or more years since the most recent FORM 3 was filed, update and include FORM 3 with the submittal.
8. Provide the completed forms and any attachments to your regional commission. The regional commission will upload digital copies of the SDS documents to the Department's password-protected web-server, OR email them to [planning@dca.ga.gov](mailto:planning@dca.ga.gov).

**NOTE: ANY FUTURE CHANGES TO THE SERVICE DELIVERY ARRANGEMENTS DESCRIBED ON THESE FORMS WILL REQUIRE AN UPDATE OF THE SERVICE DELIVERY STRATEGY AND SUBMITTAL OF REVISED FORMS AND ATTACHMENTS TO THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS UNDER THE "OPTION A" PROCESS DESCRIBED, ABOVE.**

**II. LOCAL GOVERNMENTS INCLUDED IN THE SERVICE DELIVERY STRATEGY:**

In this section, list all local governments (including cities located partially within the county) and authorities that provide services included in the service delivery strategy.

Barrow County  
City of Auburn  
Town of Braselton  
Town of Bethlehem  
Town of Carl  
City of Statham  
City of Winder  
Barrow County Airport Authority  
Barrow-Braselton Joint Economic Development Authority  
Atlanta Gas and Light  
City of Buford  
Upper Oconee Basin Water Authority  
Winder-Barrow Industrial Building Authority  
Joint Development Authority of Winder-Barrow  
Piedmond Regional Library System

**III. SERVICES INCLUDED IN THE EXISTING SERVICE DELIVERY STRATEGY THAT ARE BEING EXTENDED WITHOUT CHANGE:**

In this section, list each service or service component already included in the existing SDS which will continue as previously agreed with no need for modification.

See attached Exhibit "A"

**IV. SERVICES THAT ARE BEING REVISED OR ADDED IN THIS SUBMITTAL:**

In this section, list each new service or new service component which is being added and each service or service component which is being revised in this submittal. For each item listed here, a separate Summary of Service Delivery Arrangements form (FORM 2) must be completed.

Fire Service (Revised)

## **Exhibit "A"**

### **Services Included in the Existing Service Delivery Strategy that are being extended WITHOUT CHANGE:**

Airport Authority  
Animal Control  
Building Inspections and Development Permits  
Business and Alcohol Licensing and Occupational Tax  
Code Enforcement  
Communication Radio Maintenance  
County Coroner  
County Indigent Defense and Public Defender  
County Leisure Services - Parks, Recreation, and Senior Center  
County, State, and Federal Elections and Voter Registration  
Courts: Municipal  
Courts: Superior, State, Probate, Juvenile and Magistrate  
Detention Center: Sheriff  
Downtown Development Authority and Municipal Economic Development  
E-911 Communications: Public Safety Answering Point  
Economic Development  
Emergency Management  
Emergency Medical Services  
Engineering Services  
Geographic Information Services (GIS)  
Health Department  
Innovation Amphitheater - County 45 Dedicated Usge Days per Calendar Year  
Municipal Elections  
Municipal Indigent Defense and Public Defender  
Municipal Law Enforcement/Policing  
Municipal Parks and Recreation  
Municipal Probation Services  
Municipal Public Works  
Municipal Tax Collection  
Natural Gas Utilities  
Piedmont Regional Library System  
Planning and Zoning  
Property Tax Assessment  
Road Maintenance - County  
Road Maintenance - Municipal  
Solid Waste Management  
Stormwater Management  
Street Lights  
Wastewater Utility Services  
Water Utility Services  
Winder-Barrow Industrial Building Authority  
Winder-Barrow Joint Development Authority



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: BARROW COUNTY**

**Service: Fire Service**

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- b.)  Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.)  One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- d.)  One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **The City of Winder provides fire services within its municipal boundaries. Barrow County provides fire services within the unincorporated area of the County. The City of Auburn, the Town of Bethlehem, the Town of Braselton, the Town of Carl, and the City of Statham each provide fire services within their respective municipal boundaries by way of a third-party arrangement with Barrow County. Additionally, Barrow County provides fire service to the incorporated areas of the City of Winder, and the City of Winder provides fire services to a portion of the unincorporated area— each on behalf of the other— pursuant to that certain automatic aid agreement referenced in bullet point 5 on page two of this form.**
- e.)  Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes** (if "Yes," you must attach additional documentation as described,
- below) **No** - Please see attached Exhibit "B"

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
Barrow County	Special Service Fire Tax District, Grants, SPLOST, Impact Fees, and Bonds
City of Winder	General Fund, Grants, SPLOST, Fire Tax, and Bonds

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Barrow County provides fire services on a County-wide basis, excluding within the City of Winder's municipal boundaries, and the service is funded through a Fire Tax District that was re-established in Fiscal Year 2016.

The Barrow County Emergency Services Department is comprised of Fire Service, Emergency Medical Services, Emergency Management, and E911 Communications: Public Safety Answering Point. The Barrow County annual budget separates all Fire Services expenses from other County-wide services of Emergency Medical Services, Emergency Management, and E-911 Communications: Public Safety Answering Point through the use of a separate Fire Fund. Barrow County has Implemented the Fire Tax to ensure that the Fire Services provided to the unincorporated area and cities other than City of Winder are funded using revenue solely derived from the Barrow County taxpayers outside the City of Winder.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
Automatic Aid Agreement	Barrow County and Hall County	09/10/15 - 09/15/65
Automatic Aid Agreement	Barrow County and City of Winder	2019-2029

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None

7. Person completing form: **Srikanth Yamala, County Manager**

Phone number: **770-867-8982**

Date completed: 04/16/25

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

If not, provide designated contact person(s) and phone number(s) below:

**Exhibit “B”**  
**Form 2 – Box 2 Explanation**

As referenced in Box 1(d) on the attached Form Two, the City of Winder provides fire services to the incorporated areas of the City of Winder in combination with the provision of automatic aid performed by Barrow County on behalf of the City of Winder pursuant to that certain automatic aid agreement referenced in bullet point 5 on the second page of Form Two. Likewise, Barrow County provides fire services to the unincorporated areas of the County in combination with the provision of automatic aid performed by the City of Winder on behalf of Barrow County pursuant to that certain automatic aid agreement referenced in bullet point 5 on the second page of Form Two.

When a local government provides a service by way of contract with another local government or other entity, the service is performed by the providing local government even though another local government or different entity may be performing part or all of the service provided. See Mesteller v. Gwinnett Cnty, 292 Ga. 675, 677 (2013) (“... in choosing the option of contracting with private solid waste collection companies, the County is, through that method, providing solid waste collection services to Gwinnett County property owners ... the fact that the individuals performing that service are not County employees, but employees of private contractors, is of no moment[.]”

# **AUTOMATIC AID AGREEMENT**

## **CITY OF WINDER/BARROW COUNTY**

This Agreement (the "Agreement") is made and entered into this \_\_\_\_ day of ~~June~~, 2019, by and between the City of Winder, a municipal corporation of the State of Georgia, acting by and through its duly elected Mayor and Council, and Barrow County, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners.

### **WITNESSETH**

**WHEREAS**, City of Winder and Barrow County each maintain and staff a fire department for the purpose of fire suppression, protection, prevention, and rescue within their respective fire protection jurisdictions; and

**WHEREAS**, the fire protection jurisdictions of the City of Winder and Barrow County are contiguous; and

**WHEREAS**, City of Winder and Barrow County have determined that it is to their mutual advantage and benefit that their respective fire departments take part in joint training exercises and render supplemental fire suppression, protection, prevention, and rescue within a defined segment of the fire protection jurisdiction of the other party; and

**WHEREAS**, it is the desire of the signatories hereto to enter into this agreement for automatic aid pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section III, Paragraph 1 on the terms and conditions hereinafter contained.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and for other good and valuable consideration the parties hereunto agree as follows:

### **ARTICLE 1 - AUTOMATIC AID REPOSE**

**Paragraph 1.0.** The parties hereby establish a mutually beneficial response district (the "Response District") comprised of the territory described in Addendum "A", which has been attached hereto and incorporated herein by reference. The Response District territory may be modified to reflect additions or deletions of response areas upon the recommendation of both the City of Winder Fire Chief and the Barrow County Chief of Emergency Services and the ratification of such modifications by resolution of the governing authority of both parties.

**Paragraph 1.1.** Subject to the limitations set forth in this agreement, City of Winder and Barrow County shall, in addition to their first response assignments within their own respective fire protection jurisdictions, furnish such fire suppression, protection, rescue, and emergency medical services as may be reasonably required to cope with any structural fire occurring within the Response District.

**Paragraph 1.2.** For the purposes of this Agreement, the party furnishing services outside of its fire protection jurisdiction pursuant to Paragraph 1.1 of this Agreement shall be referred to as the "Furnishing Party" or "Furnishing Jurisdiction," and the party receiving assistance within

its fire protection jurisdiction pursuant to Paragraph 1.1 of this Agreement shall be referred to as the "Receiving Party" or "Receiving Jurisdiction."

## **ARTICLE 2 – INCIDENT COMMAND SYSTEM**

**Paragraph 2.0.** For all coordinated emergency responses within the Response District as described in Paragraph 1.1, the ranking officer on the scene (i.e., the "Officer in Command") shall be the highest ranking officer of the Receiving Party. The Officer in Command shall have operational control of the scene and shall be responsible for the coordination of the emergency response. When the Furnishing Party arrives before the Receiving Party, the Officer in Command shall be the highest ranking officer of the Furnishing Party until relieved by the highest ranking officer of the Receiving Party.

**Paragraph 2.1.** Once relieved by the highest ranking officer of the Receiving Party, the highest ranking officer on the scene of the Furnishing Party shall report to and take direction from the Officer in Command for the duration of the emergency response and until discharged by the Officer in Command. Under the direction and supervision of the Officer in Command, the ranking officer on the scene for the Furnishing Party shall maintain direct command of the Furnishing Party's personnel and resources for the duration of the emergency response.

**Paragraph 2.2.** All personnel of the Furnishing and the Receiving Parties shall remain at all times under the direct control and supervision of the ranking officer of their respective jurisdictions. Under no circumstance shall the personnel of either party be deemed to be an employee or agent of the other party.

## **ARTICLE 3 - DISPATCHING OF ALARMS**

**Paragraph 3.0.** In the event of a structural fire occurring within the Response District, the Public Safety Answering Point within Barrow County shall dispatch the appropriate units from the Receiving and Furnishing Parties in accordance with this Agreement and shall notify both Parties of which units have been dispatched.

## **ARTICLE 4 - FIRE SCENE COMMUNICATIONS**

**Paragraph 4.0.** The Officer in Command shall specify which radio talk group is to be used for the response. Available talk groups are listed in Addendum "B".

**Paragraph 4.1.** All fire scene communications shall be plain text. Personnel shall avoid using codes and jargon to assure effective scene communication.

**Paragraph 4.2.** Upon arriving at the scene, the highest ranking officer on the scene for the Furnishing Party shall keep his or her department informed of the status of the operation and shall advise his or her dispatcher if the responding units are to be committed to the scene for a long duration (i.e. longer than six (6) hours).

## ARTICLE 5 - MOVE UP OF EQUIPMENT

**Paragraph 5.0.** Each party agrees and acknowledges that it will be the responsibility of each party to provide the backup coverage necessary for its own department when participating in a coordinated emergency response within the Response District as described in Paragraph 1.1.

## ARTICLE 6 - CONSIDERATION

**Paragraph 6.0.** Except as otherwise provided for in Paragraph 6.1 of this Agreement, no party shall be required to pay compensation to the other party for services rendered pursuant to this Agreement. It is expressly agreed that the mutual advantage and protection afforded by this Agreement is adequate consideration to both parties.

**Paragraph 6.1.** Notwithstanding any other provision set forth in this Agreement, when a declaration of state of emergency or disaster has been or, subsequently, is made, the parties agree that a party receiving aid from another party, whether pursuant to the terms of this Agreement or otherwise, shall reimburse the party furnishing aid for those certain costs and expenses set forth in O.C.G.A. § 38-3-30. Further, when a declaration of state of emergency or disaster has been or, subsequently, is made, a party receiving aid from another party, whether pursuant to the terms of this Agreement or otherwise, shall claim the eligible Federal Emergency Management Agency ("FEMA") costs of the party furnishing aid as contemplated by FEMA's Disaster Assistance Policy 9523.6 and shall disburse the appropriate share of federal funds to the party furnishing aid. Notwithstanding the provisions of this Paragraph, a party furnishing aid may elect to donate assets of any kind to the party receiving aid.

## ARTICLE 7 - LIABILITY

**Paragraph 7.0.** Except as otherwise provided for in Paragraph 6.1 of this Agreement, it is the express intent of the parties that each party shall bear its own costs, expenses, and liabilities arising out of the performance of this Agreement.

**Paragraph 7.1.** Each party hereby releases the other party and such party's agents, officials, directors, employees, or personnel (the "Released Parties") from any and all liabilities, claims, judgments, costs, or demands arising directly or indirectly out of this Agreement, including but not limited to, claims asserting the failure of one party to furnish aid pursuant to the terms of this Agreement and claims concerning the manner in which aid has been furnished within the Response District (the "Released Claims"). No party to this agreement shall seek to impose fault or liability upon the Released Parties in connection to the Released Claims, whether through a claim for damages, as a full or partial defense to claims for damages made by a third party, or otherwise.

**Paragraph 7.2.** Except as otherwise provided for in Paragraphs 6.1 ~~and 6.2~~ of this Agreement, neither party shall be required to reimburse the other party for any cost or expense incurred as a result of compliance or noncompliance with this Agreement, including but not limited to costs incurred through the loss, damage, maintenance, and operation of equipment; compensation paid to their respective employees, including salary and any compensation due to personal injury or death; or claims brought by third parties.

**ARTICLE 8 -ADMINISTRATION**

**Paragraph 8.0.** It is agreed by each of the parties that the City of Winder Fire Chief and the Barrow County Fire Chief shall be the designated and exclusive liaisons between their respective jurisdictions with respect to the administration of this Agreement.

**ARTICLE 9 -TERM OF AGREEMENT AND TERMINATION**

**Paragraph 9.0.** This Agreement shall commence upon its approval by the respective governing bodies of the City of Winder and Barrow County, and shall continue until December 31, 2029.

**Paragraph 9.1.** Either party to this Agreement may terminate the Agreement by giving not less than ninety (90) days advance written notice to the other party. The termination of this Agreement by either party does not absolve either party from performing its obligations under this Agreement that arose prior to the date of termination.

**Paragraph 9.2.** Either party to this Agreement may remove individual parcels from the Response District described in Addendum "A" upon sixty (60) days advance written notice to the other party. A parcel may be added to the Response District only by means of a written modification to this Agreement signed by representatives of all Parties with appropriate authorization.

**ARTICLE 10 - NO THIRD-PARTY BENEFICIARIES**

**Paragraph 10.0.** This Agreement should not be construed as, or deemed to be, an agreement for the benefit of any third party or parties, and no party or parties shall have the rights of action hereunder for any cause whatsoever.

**ARTICLE 11 - ENTIRE AGREEMENT**

**Paragraph 11.0.** This Agreement constitutes the complete agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of all Parties with appropriate authorization. Except as expressly provided for in Article 9, no provision of this Agreement may be changed, altered, modified, or waived except in writing signed by the governing authority of both parties.

**ARTICLE 12 - SERVERABILITY OF TERMS**

**Paragraph 12.0.** In case any one or more of the provisions contained herein shall be for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**ARTICLE 13 - GOVERNING LAW**

**Paragraph 13.0.** This Agreement shall be governed in all respects by the laws of the State of Georgia. Should any provision of this Agreement require interpretation or construction, it is agreed by both parties that the court, administrative body, or other entity interpreting or construing this Agreement shall not apply a presumption that the provisions hereof shall be more strictly construed against either party by reason of the rule of construction that a document is to be construed more strictly against the preparer, it being agreed that both parties have fully participated in the preparation of all provisions of this Agreement.

**ARTICLE 14 – COMPLIANCE WITH OTHER LAWS**

**Paragraph 14.0.** Each party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-verify and Title VI requirements under applicable law.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representative as of this date of the last signature below.

**CITY OF WINDER**

**BARROW COUNTY**

By: \_\_\_\_\_  
David Maynard, Mayor

By: \_\_\_\_\_  
Pat Graham, Chairman

Attest: \_\_\_\_\_  
Maddison Dean, City Clerk

Attest: \_\_\_\_\_  
Danielle Austin, County Clerk

[AFFIX CITY SEAL]

[AFFIX COUNTY SEAL]

## ADDENDUM A

### City of Winder Automatic Response to Barrow County Areas:

471 Loganville Hwy	54 Matthews School Road	9 Parkview Drive
473 Loganville Hwy	11 Matthews School Road	13 Parkview Drive
479 Loganville Hwy	15 Matthews School Road	14 Parkview Drive
483 Loganville Hwy	19 Matthews School Road	15 Parkview Drive
487 Loganville Hwy	27 Matthews School Road	17 Parkview Drive
531 Loganville Hwy	35 Matthews School Road	18 Parkview Drive
571 Loganville Hwy	45 Matthews School Road	19 Parkview Drive
8 Matthews School Road	5 Parkview Drive	
38 Matthews School Road	7 Parkview Drive	

Intersection of Loganville Hwy & Matthews School Road

### Barrow County Automatic Response to City of Winder Areas:

399 Carl Bethlehem Road	30 N. Broad Street	263 E. May Street	
411 Carl Bethlehem Road	233 E. Broad Street	138 Gateway Lane	
445 Carl Bethlehem Road	316 N. Broad Street	775 Exchange	Circle
652 Barrow Park Drive	624 Gainesville Hwy		

Area behind 316 Business Park off Harry McCarty Road

## ADDENDUM A

## **ADDENDUM B**

Calls for service unless otherwise specified shall consist of the following response:

### City of Winder Response to Barrow County

Fire Response: 1-Type I Engine (pumper) with a minimum of 2 personnel.

Radio Talk Group(s): As assigned by the dispatch center

### Barrow County Response to City of Winder

Fire Response: 1-Type I Engine (pumper) with a minimum of 2 personnel.

Radio Talk Group(s): As assigned by the dispatch center

## **ADDENDUM B**



SERVICE DELIVERY STRATEGY FORM 4: Certifications

Instructions:

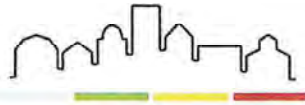
This form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2020 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2020 population of between 500 and 9,000 residing within the county.

COUNTY: BARROW COUNTY

We, the undersigned authorized representatives of the jurisdictions listed below, certify that:

- 1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (2)); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

Table with 5 columns: JURISDICTION, TITLE, NAME, SIGNATURE, DATE. Rows include Barrow County, City of Auburn, Town of Bethlehem, Town of Braselton, Town of Carl, City of Statham, and City of Winder.



**SERVICE DELIVERY STRATEGY**

**FORM 4: Certifications**

**Instructions:**

This form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2020 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2020 population of between 500 and 9,000 residing within the county. Cities with a 2020 population below 500 and local authorities providing services under the strategy are not required to sign this form, but are encouraged to do so. Population must be based upon decennial census figures.

**COUNTY: BARROW COUNTY**

We, the undersigned authorized representatives of the jurisdictions listed below, certify that:

1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (2)); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
<u>BARROW COUNTY</u>	Chairman	Pat Graham		
<u>CITY OF AUBURN</u>	Mayor	Richard Roquemore		
<u>TOWN OF BETHLEHEM</u>	Mayor	Christopher Lelle		3-17-25
<u>TOWN OF BRASELTON</u>	Mayor	Kurt Ward		
<u>TOWN OF CARL</u>	Mayor	David Brock		
<u>CITY OF STATHAM</u>	Mayor	Debi Krause		
<u>CITY OF WINDER</u>	Mayor	Jimmy Terrell		

## Service Delivery Strategy Mediation Agreement

**Between Barrow County, the City of Auburn, the Town of Bethlehem, the Town of Braselton, the Town of Carl, the City of Statham, and the City of Winder (collectively referred to as the “Parties”)**

Outcome of Mediation between July 25, 2024 and September 23, 2024:

1. The Parties have agreed to adopt and incorporate the three (3) attached SDS Form 2s for the following services as part of an updated Service Delivery Strategy: (1) Road Maintenance – County; (2) Road Maintenance – Municipal; and (3) Water Utility Services.
2. The Parties have agreed to adopt and incorporate a retail water-service-territory map into the Form 2 for Water Utility Services as part of the updated Service Delivery Strategy in substantially the same form as the attached hand-marked, water-service-territory map.
  - a. Barrow County’s GIS Department shall develop a parcel-level map that substantially conforms to the attached hand-marked water-service-territory map, and shall provide an electronic copy of the same to the Mayors of each of the Cities for their review by no later than 5 p.m. on the tenth business day following the approval of this Agreement by the City of Winder and the County (with the approval of this Agreement by the City of Winder and the County being referred to as the “Execution Date”). All other Parties shall approve this Agreement within ten (10) business days of the Execution Date.
  - b. The Mayors shall inform the County Manager of all inconsistencies, if any, between the electronic GIS parcel-level map and the attached hand-marked water-service-territory map by no later than 5 p.m. on the tenth business day following the provision of the electronic copy of the GIS parcel-level map referenced in subparagraph (a) above.
  - c. The Parties agree to submit any dispute concerning the accuracy of the GIS parcel-level map to the mediator, Sam Olens, by no later than 5 p.m. on the fifth business day following any Mayor’s notice to the County Manager of an inconsistency as provided for in subparagraph (b) above. In the event that any dispute is submitted to the mediator as provided for in this subparagraph, the mediator shall attempt to resolve the dispute through further action as a neutral in the same way or manner as the mediator facilitated the parties in reaching an agreement to this point.
3. Notwithstanding the assigned geographic service area as shown in either the attached water-service-territory map, or the contemplated GIS parcel-level map, if a water service provider is currently providing service to a parcel (by way of example only, the City of Winder), then such service provider shall continue to provide such service to said parcel until such time as the owner (or owner’s authorized representative) receives approval by the new service provider designated in the attached map, or the contemplated GIS parcel-level map, for a land disturbance permit or a building permit connected to a use that is inconsistent with the current use and/or increases density of such parcel compared to as of

the date this Agreement is signed (collectively referred to as a “Triggering Event”), at which time the parcel shall receive service from the new water service provider designated in the attached service area map (provided, further that the term “Triggering Event” excludes permits for remodeling, for the construction of accessory buildings and structures, and for expansion of a building, or any other purpose if such activity is for purposes consistent with the current use and/or density of the parcel). Notwithstanding the Triggering Event for transition of water service, the filing of any application for conduct that constitutes a Triggering Event by an owner (or owner’s authorized representative) shall result in the new water service provider assuming exclusive responsibility for all steps associated with the review and approval of the application. If a Triggering Event occurs and the service provider serving the parcel prior to the Triggering Event has existing infrastructure which is suitable to serve the parcel in the sole discretion of the new service provider, then the Parties agree that the new service provider shall pay a “Carrying Charge” to the previous service provider for the use of such existing infrastructure in an amount to be determined on a case-by-case basis dependent upon the parcel involved, which such Carrying Charge the Parties shall negotiate in good faith. The Parties agree that they will not solicit an owner or occupant (or their representative) to apply for anything that would constitute a Triggering Event. No party shall initiate rezoning changes for the purpose of circumventing the provisions of this Paragraph, through, for example, initiating a jurisdiction-wide rezoning of parcel(s) to a more intensive zoning classification unconnected to any parcel-specific request for a change in zoning classification by an owner or owner’s authorized representative.

4. Nothing contained in this Agreement, the accompanying SDS Form 2 for Water Utility Services, or the corresponding parcel-level, water-service-territory map referenced in Paragraph 2 above, shall limit, prevent, or restrict the Parties from installing, repairing, replacing, or modifying any water lines located in another local government’s service territory shown on the water-service-territory map attached hereto in order to promote or enhance the resiliency or redundancy of the Parties’ water system infrastructure (collectively referred to as “Improvement Activity”), subject to appropriate permits or permission as referenced in Paragraph 5; provided, however, that any such Improvement Activity contemplated by this subparagraph shall not be used to serve parcels within any other local government’s service territory designated on the attached water-service-territory map—other than those parcels already receiving water service from the Party engaging in the Improvement Activity in accordance with Paragraph 3 above.
5. The Parties agree not to unreasonably withhold any permits or other necessary permission for each other to install, repair, replace, or modify any water lines within any other Parties’ right-of-way or to cross said rights of way.
6. The City of Winder agrees to rescind and abandon its policy of requiring extraterritorial water and/or sewer customers to either annex their properties into the City of Winder, or to enter into a restrictive covenant requiring future annexations into the City of Winder, as a condition of receiving water and/or sewer service. The provisions of this paragraph shall

not be construed as being applicable retroactively to any previously annexed properties, with the exception that if the current owner (or its authorized representative) of the Robinson Parcel (formerly identified as XX060 004 and post-annexation identified as WN03 125) (the "Robinson Parcel") shall seek deannexation of the Robinson Parcel, the City of Winder shall not oppose such efforts to deannex the Robinson Parcel, provided that such efforts comply with the provisions of Georgia law. The City of Winder finds that, as of the date of this Agreement, the deannexation of the Robinson Parcel would not be detrimental to the health, safety, and welfare of the residents and property owners of the Robinson Parcel or to the area remaining within the municipality. The foregoing notwithstanding and for the avoidance of doubt, the Robinson Parcel would remain in Winder's water-service territory regardless of any potential future deannexation. The County further agrees that it shall not encourage any de-annexation or return of annexed property to the unincorporated area of any parcels previously annexed, other than the Robinson Parcel. Moreover, nothing in this paragraph shall limit or prevent Winder from undertaking annexations generally, or the County objecting to such annexations, provided that annexation or restrictive covenants requiring annexation shall not be required to receive Winder water or sewer service.

7. The City of Winder shall adopt a moratorium on the enforcement of City of Winder Ordinance Numbers W-3-21 and W-4-21 by no later than the next voting meeting of the City of Winder scheduled to occur not less than ten days from the Execution Date. After the Department of Community Affairs has verified the Service Delivery Strategy contemplated herein, the City of Winder shall revoke and rescind City of Winder Ordinance Numbers W-3-21 and W-4-21 at its next voting meeting scheduled to occur not less than ten days following notice of such verification. The provisions of this paragraph shall not be construed as being applicable retroactively to any previously annexed properties other than the Robinson Parcel as described in Paragraph 6 above. The County further agrees that it shall not encourage any de-annexation or return of annexed property to the unincorporated area of any parcels previously annexed, other than the Robinson parcel referenced in Paragraph 6 above. Moreover, nothing in this paragraph shall limit or prevent Winder from undertaking annexations generally, or the County objecting to such annexations, provided that annexation or restrictive covenants requiring annexation shall not be required to receive Winder water or sewer service.
8. The City of Winder agrees to terminate and release all existing restrictive covenants requiring future annexations into the City of Winder at its next voting meeting scheduled to occur not less than ten days following notice that the Department of Community Affairs has verified the Service Delivery Strategy contemplated herein. The provisions of this paragraph shall not be construed as being applicable retroactively to any previously annexed properties. The County further agrees that it shall not encourage any de-annexation or return of annexed property to the unincorporated area of any parcels previously annexed, other than the Robinson parcel referenced in Paragraph 6 above. Moreover, nothing in this paragraph shall limit or prevent Winder from undertaking annexations generally, or the County objecting to such annexations, provided that

annexation or restrictive covenants requiring annexation shall not be required to receive Winder water or sewer.

9. Barrow County agrees not to adopt a policy or enact an ordinance conditioning and/or requiring a property owner to agree not to seek annexation into the City of Winder.
10. No later than thirty days following the Execution Date, unless tolled by the submission of a dispute to the mediator as provided for herein, the Parties shall each adopt and ratify a complete SDS Agreement, consisting of Georgia Department of Community Affairs Form 1, Form, 3, Form 4, and the following Form 2s:
  - a. The three Form 2s referenced in Paragraph 1; and
  - b. Form 2s for all remaining services that substantially conform to the Form 2s that were previously approved by the County on June 6, 2019, and by the City of Winder on July 3, 2019, except that the Parties shall agree in good faith to update these Form 2s as necessary to reflect updated contact information and other non-controversial updates. In the event that no agreement as to such other non-controversial updates can be reached between the Parties, any remaining dispute shall be submitted to the mediator who shall attempt to resolve the dispute through further action as a neutral in the same way or manner as the mediator facilitated the parties in reaching an agreement to this point.
  - c. In the event a dispute as provided for herein is submitted to the mediator, then performance of any obligations contained in this Agreement shall be tolled until the dispute is resolved. The provisions of this subparagraph shall also apply in the event a dispute is submitted to the mediator regarding the water service territory map referenced in Paragraph 2.
11. The Parties shall mutually dismiss and withdraw all claims asserted in Barrow County v. City of Winder, Barrow County Superior court, Civil Action No. 19-CV-001017-M no later than ten days following notice that the Department of Community Affairs has verified the Service Delivery Strategy contemplated herein.
12. The Parties intend for the SDS Agreement to continue for the remainder of the existing comprehensive plan term, ending October 31, 2028, and for a new term of ten (10) years thereafter, except as otherwise required by State law. The foregoing notwithstanding, however, the Parties agree that the implementation of H.B. 1407 (2023) shall not constitute a triggering event requiring renegotiation of the SDS Agreement pursuant to O.C.G.A. § 36-70-28.
13. The County and Winder shall negotiate in good faith toward reaching a comprehensive water and sewer utility agreement.
14. The Parties shall not comment publicly on the outcome of mediation except to say that the Parties negotiated in good faith and substantial progress was made.

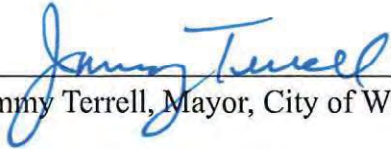
15. By signing this Agreement, the Parties hereto represent and warrant that this Agreement was validly adopted in a public meeting and shall be binding on the Parties hereto. Further, nothing contained herein or the mediation agreement executed by the Parties shall limit or restrict the public disclosure of this document in accordance with the Open Records Act.



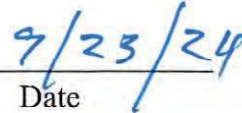
Pat Graham, Chairman, Barrow County



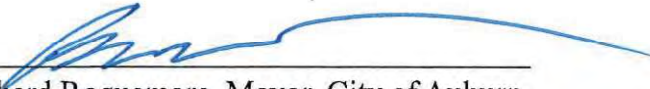
Date



Jimmy Terrell, Mayor, City of Winder



Date



Richard Roquemore, Mayor, City of Auburn



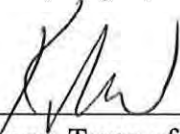
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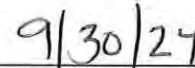
Christopher Lelle, Mayor, Town of Bethlehem



Date



Kurt Ward, Mayor, Town of Braselton



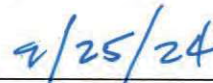
Date

Kurt Ward, Mayor

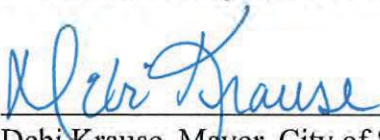
~~Becky Richardson~~  
Mayor Pro Tem



David Brock, Mayor, Town of Carl



Date



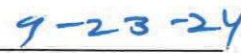
Debi Krause, Mayor, City of Statham



Date



Attest: Samuel Olens, Mediator



Date



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: BARROW COUNTY

Service: Road Maintenance - County

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Barrow County**
- b.)  Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.)  One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.)  One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- e.)  Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes (if "Yes," you must attach additional documentation as described, below)
- No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Barrow County	TSPLOST, SPLOST, LMIG, Grants, Impact Fees, General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

The funding mechanisms have been updated to reflect the recently approved TSPLOST as a funding mechanism and to allow for the use of Development Impact Fees as a potential revenue source in the future. Barrow County is responsible for maintaining the County Road System. Each of the municipalities will maintain their own municipal road systems.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
None		

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None.

7. Person completing form: **Srikanth Yamala, County Manager**  
**Barrow County, Georgia**  
 Phone number: **770-867-8982**      Date completed: **07/25/2024**

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

If not, provide designated contact person(s) and phone number(s) below:



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: BARROW COUNTY

Service: Road Maintenance - Municipal

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- b.)  Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- c.)  One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **City of Auburn, Town of Bethlehem, Town of Braselton, Town of Carl, City of Statham, and City of Winder**)
  
- d.)  One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
  
- e.)  Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes (if "Yes," you must attach additional documentation as described, below)
  
- No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
City of Auburn	TSPLOST, SPLOST, LMIG, Grants, General Fund
Town of Bethlehem	TSPLOST, SPLOST, LMIG, Grants, General Fund
Town of Braselton	TSPLOST, SPLOST, LMIG, Grants, General Fund
Town of Carl	TSPLOST, SPLOST, LMIG, Grants, General Fund
City of Statham	TSPLOST, SPLOST, LMIG, Grants, General Fund
City of Winder	TSPLOST, SPLOST, LMIG, Grants, General Fund or other legal source

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

The funding mechanisms have been updated to reflect the recently approved TSPLOST as a funding mechanism and the addition of LMIG, grants, and other legally available sources.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
None		

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None.

7. Person completing form: **Srikanth Yamala, County Manager**  
**Barrow County, Georgia**  
 Phone number: **770-867-8982**      Date completed: **07/25/2024**

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

If not, provide designated contact person(s) and phone number(s) below:



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY:BARROW COUNTY**

**Service:Water Utility Services**

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- b.)  Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.)  One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.)  One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- e.)  Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.): **Barrow County, City of Auburn, Town of Bethlehem, Town of Braselton, City of Statham, and City of Winder**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

**SDS FORM 2, continued**

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Barrow County	Enterprise Fund, User Fees, SPLOST, Bonded Indebtedness, Grants
Auburn, Bethlehem	Enterprise Fund, User Fees, SPLOST, Bonded Indebtedness, Grants
Braselton, and Statham	Enterprise Fund, User Fees, SPLOST, Bonded Indebtedness, Grants
City of Winder	Enterprise Fund, User Fees, SPLOST, Bonded Indebtedness, Grants, General
	Fund, any other legally available source

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

The Water Utility Service area map has been updated. Each water provider has a defined geographic service area which is parcel based. All water providers recognize that development patterns sometimes involve the assemblage of multiple parcels of property. If and when a proposed development spans two different water utility service areas the local governments will meet and confer on how to best coordinate service to the development recognizing that one single provider to a development may be in the best interest of citizens and residents. Swapping of assigned utility service areas between utility providers may be accomplished by the local governments adopting a resolution describing the the area to be assigned to the new provider.

Notwithstanding the assigned geographic service area as shown in either the attached water-service-territory map, or the contemplated GIS parcel-level map, if a water service provider is currently providing service to a parcel (by way of example only, the City of Winder), then such service provider shall continue to provide such service to said parcel until such time as the owner (or owner's authorized representative) receives approval by the new service provider designated in the attached map, or the contemplated GIS parcel-level map, for a land disturbance permit or a building permit connected to a use that is inconsistent with the current use and/or increases density of such parcel compared to as of the date this Agreement is signed (collectively referred to as a "Triggering Event"), at which time the parcel shall receive service from the new water service provider designated in the attached service area map (provided, further that the term "Triggering Event" excludes permits for remodeling, for the construction of accessory buildings and structures, and for expansion of a building, or any other purpose if such activity is for purposes consistent with the current use and/or density of the parcel). Notwithstanding the Triggering Event for transition of water service, the filing of any application for conduct that constitutes a Triggering Event by an owner (or owner's authorized representative) shall result in the new water service provider assuming exclusive responsibility for all steps associated with the review and approval of the application. If a Triggering Event occurs and the service provider serving the parcel prior to the Triggering Event has existing infrastructure which is suitable to serve the parcel in the sole discretion of the new service provider, then the Parties agree that the new service provider shall pay a "Carrying Charge" to the previous service provider for the use of such existing infrastructure in an amount to be determined on a case-by-case basis dependent upon the parcel involved, which such Carrying Charge the Parties shall negotiate in good faith. The Parties agree that they will not solicit an owner or occupant (or their representative) to apply for anything that would constitute a Triggering Event. No party shall initiate rezoning changes for the purpose of circumventing the provisions of this Paragraph, through, for example, initiating a jurisdiction-wide rezoning of parcel(s) to a more intensive zoning classification unconnected to any parcel-specific request for a change in zoning classification by an owner or owner's authorized representative.

Each local government may install, repair, replace, or modify any water lines located in another local government's service territory in order to promote or enhance the resiliency or redundancy of the water system infrastructure subject to appropriate permits or permissions. No local government shall unreasonably withhold any permits or other necessary permission for each other to install, repair, replace, or modify any water lines within any other government's right-of-way or to cross said rights of way.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
SPS Mediation Agreement	Barrow County & All Cities/TOWNS	Sept 23, 2024 - Oct 31, 2028


6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

All utility providers will strictly adhere to utilizing only the funding categories listed above in section 3.

7. Person completing form: **Srikanth Yamala, County Manager**  
Phone number: **770-867-8982**      Date completed: 09/23/2024

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

If not, provide designated contact person(s) and phone number(s) below:

