



SERVICE DELIVERY STRATEGY

FORM 1

COUNTY: BARROW COUNTY

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>OPTION A <i>Revising or Adding to the SDS</i></p>	<p>OPTION B <i>Extending the Existing SDS</i></p>
<ol style="list-style-type: none"> 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.) 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). 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).] 	<ol style="list-style-type: none"> 4. In Section IV type, "NONE." 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).] 6. Proceed to step 7, below. <div data-bbox="841 1182 1539 1413" style="background-color: #000080; color: white; padding: 10px; text-align: center;"> <p>For answers to most frequently asked questions on Georgia's Service Delivery Act, links and helpful publications, visit DCA's website at http://www.dca.ga.gov/development/PlanningQualityGrowth/programs/servicedelivery.asp, or call the Office of Planning and Quality Growth at (404) 679-5279.</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.

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
Piedmont 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.

None.

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.

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

Street Lights (Added)
Wastewater Utility Services (Added)
Water Utility Services (Added)
Winder-Barrow Industrial Building Authority (Added)
Winder-Barrow Joint Development Authority (Added)



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: Airport Authority

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 Airport Authority**
- 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.

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.).

Local Government or Authority	Funding Method
Barrow County Airport Authority	Airport Fees, Rents, General Funds, SPLOST, Grants, Donations
Barrow County	General Fund

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

The seven member Barrow County Airport Authority has the responsibility of operating and managing the Barrow County Airport. Barrow County is the appointing authority and the sponsor of the Airport Authority.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
IGA for Personnel	Barrow County and Barrow County Airport Authority	01/15/04 - 01/15/54

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?

Act of the General Assembly creating and establishing the Barrow County Airport Authority (February 13, 1986)

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

Phone number: **770-867-8982** Date completed: 10/23/2024

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:

INTERGOVERNMENTAL CONTRACT

This agreement is entered into this 15 day of Jan. 2004, by and between Barrow County, a political subdivision of the State of Georgia acting through it's duly elected Board of Commissioners (hereinafter referred to as "County") and the Barrow County Airport Authority, a body corporate and politic duly created under the laws of the State of Georgia, acting through it's duly appointed authority (hereinafter referred to as "Authority").

This agreement is entered into pursuant to Article 9, Section III, Paragraph 1 of the Constitution of the State of Georgia providing for Intergovernmental Contracts for the purpose of providing Airport Management and Operation Services at the Barrow County Airport. The parties acknowledge and recognize that the proper management and operation of the Barrow County Airport is in the best interests of the County and the Authority, the citizens of Barrow County and the public at large and furthers the interests of both parties.

Beginning on the date of this agreement and continuing until terminated by either party upon ninety (90) days written notice to the other, the County will provide personnel to the Authority for all Airport Operations and Management. The Authority will reimburse the County for all costs incurred by the County in providing such personnel.

From time to time the Authority may request the County to provide personnel for specified positions. The Authority will provide a job description and salary range for each such position. The County will fill such positions in accordance with standard County personnel policies provided that the Authority shall have the final decision in the hiring of personnel. All employees of the County serving pursuant to this contract shall be subject

to the County Personnel Plan. For the purposes of the County Personnel Plan the Authority shall be considered a Department Head.

The Authority shall follow the requirements, if any, of the County Personnel Plan in the hiring of part-time employees and in the discipline or termination of part-time employees.

The County will invoice the Authority on a quarterly basis for all personnel costs incurred by the County. The Authority will pay such invoices out of net operating income.

The Chairman of the Authority shall serve as the designated representative of the Authority to work with the County on a day to day basis in the implementation of this agreement. However, decisions regarding the hiring, discipline or termination of employees shall be voted on by the Authority.

In witness whereof the parties hereto have authorized the Chairman to execute this agreement.

BARROW COUNTY

Walter E. Edwards
Chairman

BARROW AIRPORT AUTHORITY

Vaughn Reynolds
Chairman

September 30, 2003

Commissioner Wehunt made motion that millage be approved for next year, Commissioner Brasfield seconded. Commissioner's Lampp, Wehunt, Dyer & Brasfield all voted yes.

ADOPTION OF PERSONNEL PLAN

Commissioner Brasfield made motion to approve Personnel Plan, Commissioner Dyer seconded. Commissioner's Lampp, Wehunt, Dyer & Brasfield all voted yes.

RESOLUTION TO ENDORSE CONCEPT OF SUB-REGIONAL TRANSPORTATION PLANNING WITHIN ATLANTA METRO PLANNING ORGANIZATION

Commissioner Lampp made motion to allow Chairman to sign this resolution, Commissioner Brasfield seconded. Commissioner's Lampp, Wehunt, Dyer & Brasfield all voted yes.

APPOINTMENT TO UPPER OCONEE BASIN WATER AUTHORITY

Commissioner Dyer made motion to appoint Terry Darragh to Upper Oconee Basin Water Authority as a full voting member & to keep Keith Lee as an alternate, Commissioner Wehunt seconded. Commissioner's Lampp, Wehunt, Dyer & Brasfield all voted yes.

ALTERNATE APPOINTEE TO NORTHEAST RDC BOARD

Commissioner Wehunt made motion to appoint District 1 Commissioner Jerry Lampp as alternate to RDC Board, Commissioner Dyer seconded. Commissioner's Lampp, Wehunt, Dyer & Brasfield all voted yes.

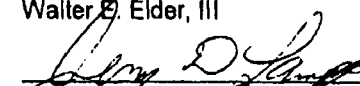

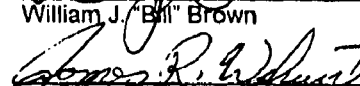


AMENDMENT TO AGENDA: AIRPORT AUTHORITY BUDGET

Airport Authority Chairman Vaughn Reynolds & Airport Authority Board member Len Cooper gave a brief overview of the proposed 2004 budget for the Airport Authority. As of January 1, 2004 the contract with Airport Technology will not be renewed & the employees will no longer be Airport Technology employees. The Airport Authority is asking that these employees come back under the county & the county will then bill the Airport Authority every three months for reimbursement.

Commissioner Wehunt made motion that the Airport Authority employees come back under the county's payroll & Personnel system after the first of the year, Commissioner Dyer seconded. Commissioner's Lampp, Wehunt, Dyer & Brasfield all voted yes.

With no further business, Commissioner Wehunt made motion to adjourn, Commissioner Brasfield seconded. Commissioner's Lampp, Wehunt, Dyer & Brasfield all voted yes. Meeting adjourned at 7:00 PM

BARROW COUNTY BOARD OF COMMISSIONERS

Walter E. Elder, III	Chairman
 Jerry D. Lampp	District 1
 William J. "Bill" Brown	District 2
 James Roger Wehunt	District 3
 Norma Jean Brown	District 4
 David Dyer	District 5



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: Animal Control

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.

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.).

Local Government or Authority	Funding Method
Barrow County	General Funds, User Fees, Grants, SPLOST, Impact Fees, Donations, Bonds

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

Funding sources have been clarified.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
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?

The County shall provide the same level of service countywide to unincorporated and incorporated residents alike.

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

Phone number: **770-867-8982** Date completed: 12/03/2024

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

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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: *Building Inspections and Development Permits*

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.): **Barrow County, City of Auburn, Town of Braselton, Town of Bethlehem, Town of Carl, City of Statham, and City of Winder**

- 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.

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.).

Local Government or Authority	Funding Method
Barrow County	Unincorporated Revenues - Building Permit/Inspection Fee, Business License and Occupation Tax, Development Fees, Alcoholic Beverage Tax
City of Auburn & Town of Braselton	General Fund, User Fees, Grants
Town of Bethlehem & Town of Carl	General Fund, User Fees, Grants
City of Statham & City of Winder	General Fund, User Fees, Grants

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

Barrow County provides Building Inspections and Development Permits services within the unincorporated areas and such services are funded through unincorporated revenues listed in Section 3. In accordance with the mandated use of the Uniform Chart of Accounts and GASB 54, effective July 1, 2018, the Barrow County Planning & Community Development Department, which includes Building inspections and Development Permits, has been moved from the General Fund to a Restricted Special Revenue Fund. Such Restricted Special Revenue Fund may include only the following revenues: Alcohol Excise Taxes; Cable Franchise taxes; Financial Institution Taxes; Alcohol Beverage License Fees; Business License Fees; Sign Permit Fees; Building and Equipment Permit Fees; NRCS Soil and Erosion Review Fees; Development Fees; NPDES Land Disturbance Fees; Variance Application Fees; Solid Waste Recycling Fees; Rezoning Application Fees; Special Use Application Fees; Sale of Maps & Publications Charges; Miscellaneous Planning & Community Development Revenue; Transfers In for Planting Trees; and Amphitheater Fees.

The City of Auburn, Town of Bethlehem, Town of Braselton, Town of Carl, City of Statham, and City of Winder provide Building Inspections and Development Permits services within their incorporated boundaries.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
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?

Adoption of a Resolution to create the Restricted Special Revenue Fund on or before July 1, 2019.

7. Person completing form: **Srikanth Yamala, County Manager**
 Phone number: **770-867-8982** Date completed: 10/17/2024

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: Business and Alcohol Licensing and Occupational Tax

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.): **Barrow County, City of Auburn, Town of Bethlehem, Town of Braselton, Town of Carl, City of Statham, and City of Winder**

- 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.

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.).

Local Government or Authority	Funding Method
Barrow County	Unincorporated Revenues - Building Permit/Inspection Fee, Business License and Occupation Tax, Development Fees, Alcoholic Beverage Tax
City of Auburn & Town of Bethlehem	General Fund, User Fees, Grants
Town of Braselton	General Fund, User Fees, Grants
Town of Carl	General Fund, User Fees, Grants
Cities of Statham and Winder	General Fund, User Fees, Grants

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

Barrow County provides Business and Alcohol Licensing and Occupational Tax services within the unincorporated areas and such services are funded through unincorporated revenues listed in Section 3. In accordance with the mandated use of the Uniform Chart of Accounts and GASB 54, effective July 1, 2018, the Barrow County Planning & Community Development Department, which includes Business and Alcohol Licensing and Occupational Tax, has been moved from the General Fund to a Restricted Special Revenue Fund. Such Restricted Special Revenue Fund may include only the following revenues: Alcohol Excise Taxes; Cable Franchise taxes; Financial Institution Taxes; Alcohol Beverage License Fees; Business License Fees; Sign Permit Fees; Building and Equipment Permit Fees; NRCS Soil and Erosion Review Fees; Development Fees; NPDES Land Disturbance Fees; Variance Application Fees; Solid Waste Recycling Fees; Rezoning Application Fees; Special Use Application Fees; Sale of Maps & Publications Charges; Miscellaneous Planning & Community Development Revenue; Transfers In for Planting Trees; and Amphitheater Fees.

The City of Auburn, Town of Bethlehem, Town of Braselton, Town of Carl, City of Statham, and City of Winder provide Business and Alcohol Licensing and Occupational Tax services within their incorporated boundaries.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
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?

Adoption of a Resolution to create the Restricted Special Revenue Fund on or before July 1, 2019.

7. Person completing form: **Srikanth Yamala, County Manager**
 Phone number: **770-867-8982** Date completed: 07/10/2024

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:

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COUNTY: BARROW COUNTY

Service: Code Enforcement

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.): **Barrow County, City of Auburn, Town of Bethlehem, Town of Braselton, Town of Carl, City of Statham, and City of Winder**

- 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.

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.).

Local Government or Authority	Funding Method
Barrow County	Unincorporated Revenues - Building Permit/Inspection Fee, Business License and Occupation Tax, Development Fees, Alcoholic Beverage Tax
City of Auburn & Town of Bethlehem	General Fund, User Fees, Grants
Town of Braselton	General Fund, User Fees, Grants
Town of Carl	General Fund, User Fees, Grants
Cities of Statham and Winder	General Fund, User Fees, Grants

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

Barrow County provides Code Enforcement services within the unincorporated areas and such services are funded through unincorporated revenues listed in Section 3. In accordance with the mandated use of the Uniform Chart of Accounts and GASB 54, effective July 1, 2018, the Barrow County Planning & Community Development Department, which includes Code Enforcement, has been moved from the General Fund to a Restricted Special Revenue Fund. Such Restricted Special Revenue Fund may include only the following revenues: Alcohol Excise Taxes; Cable Franchise taxes; Financial Institution Taxes; Alcohol Beverage License Fees; Business License Fees; Sign Permit Fees; Building and Equipment Permit Fees; NRCS Soil and Erosion Review Fees; Development Fees; NPDES Land Disturbance Fees; Variance Application Fees; Solid Waste Recycling Fees; Rezoning Application Fees; Special Use Application Fees; Sale of Maps & Publications Charges; Miscellaneous Planning & Community Development Revenue; Transfers In for Planting Trees; and Amphitheater Fees.

The City of Auburn, Town of Bethlehem, Town of Braselton, Town of Carl, City of Statham, and City of Winder provide Code Enforcement services within their incorporated boundaries.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
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?

Adoption of a Resolution to create the Restricted Special Revenue Fund on or before July 1, 2019.

7. Person completing form: **Srikanth Yamala, County Manager**
 Phone number: **770-867-8982** Date completed: 10/08/2024

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: Communication Radio Maintenance

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.

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.).

Local Government or Authority	Funding Method
Barrow County	Per Intergovernmental Agreement
City of Auburn	General Fund
City of Statham	General Fund
City of Winder	General Fund
Town of Carl	General Fund

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

The strategy has been changed and updated to distinguish this service from E-911 public safety answering point services (PSAP) and to provide for access and services above and beyond what is required to be provided as the PSAP. Barrow County owns and operates a 700 MHz P25 Phase II Public Safety and Public Services Radio System (the "System") that provides radio communication service coverage to areas within the boundaries of Barrow County, including City of Auburn, Town of Carl, City of Statham, and City of Winder. The Town of Braselton currently utilizes Jackson County for this service.

The System provides two-way communication service for portable, mobile, and control station radio equipment. The System is funded in accordance with the Intergovernmental Agreement for the Provision of 700 MHz P25 Phase II Radio System Access for Public Safety and Public Service Radio Communication and Use of Certain Radio Equipment entered into between Barrow County and the City of Winder, the City of Auburn, and the City of Statham in October of 2015.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Intergovernmental Agreement for the Provision of 700 MHZ P25 Phase II Radio System...	Barrow County, City of Auburn, City of Statham City of Winder (separate agreements)	1015/15 - 10/15/28
Amendment to 700 MHZ IGA	Barrow County and Winder	6/6/18 - 10/15/28

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?

Notwithstanding the Form 2 for E-911 Communications: Public Safety Answering Point, the County and the Cities of Auburn, Statham, and Winder agree that they will not exercise any termination rights under the above-referenced Intergovernmental Agreement for a period of ten (10) years, and such IGA shall continue through and including October 2028.

7. Person completing form: **Srikanth Yamala, County Manager**
 Phone number: **770-867-8982** Date completed: 11/1/2024

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:

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF
700 MHZ P25 PHASE II RADIO SYSTEM ACCESS
FOR PUBLIC SAFETY AND PUBLIC SERVICE RADIO COMMUNICATION
AND USE OF CERTAIN RADIO EQUIPMENT**

This Intergovernmental Agreement (“IGA”) is entered into this 3rd day of September 2015 (the “Effective Date”) by and between **Barrow County, Georgia**, a political subdivision of the State of Georgia acting by and through its governing authority the Barrow County Board of Commissioners (“**COUNTY**”), with its principal office at 30 N. Broad St., Winder, GA 30680, and the City of Auburn, a body politic and corporate acting by and through its governing authority the City of Auburn with its principal office at 1369 4th Avenue, Auburn, Georgia 30011 (collectively referred to herein as the “parties”). This IGA is created under the existing laws of the State of Georgia.

RECITALS:

WHEREAS, the COUNTY owns a 700 MHz P25 Phase II Public Safety and Public Service Radio System (“Radio System”) that provides *radio communications service coverage* to areas within the boundaries of Barrow County; and

WHEREAS, the Radio System provides two-way radio communication infrastructure for portable, mobile and control station radio equipment; and

WHEREAS, the USER is a governmental entity located in Barrow County that provides public safety services to its citizens in Barrow County, and USER desires to utilize the County Radio System for public safety and public service radio communications; and

WHEREAS, the COUNTY has not and does not intend to request contribution for amounts paid by the COUNTY to purchase the Radio System, but has requested contribution from USER for operation and maintenance of the Radio System; and

WHEREAS, Part 90 of the Federal Communications Commission Rules and Regulations promotes the use of interagency interoperability; and

WHEREAS, the USER agrees to compensate the COUNTY for maintenance and operation costs associated with the Radio System, as provided herein, including, but not limited to infrastructure improvements to the existing Radio System; and

WHEREAS, the USER agrees to abide by the rules and regulations set forth by Part 90 of the Federal Communications Rules and Regulations for public safety and public service radio communications as well as all other FCC Rules and Regulations; and

WHEREAS, local governments are authorized and encouraged to enter into intergovernmental cooperative agreements pursuant to Article IX, Section III, Paragraph I of the State of Georgia Constitution; and

WHEREAS, the COUNTY and USER have determined that this IGA is in the best interest of the health, welfare and public safety of the residents within their authorities to execute this IGA.

NOW, THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, together with other good and adequate consideration, the sufficiency of which is hereby acknowledged, the parties hereto do mutually agree as follows:

AGREEMENT

The parties agree that the above and foregoing recitals background and agreements are incorporated by reference as fully set forth.

1. Use of the System

1.1 USER wishes to utilize the COUNTY's Radio System and to establish interagency communication with the COUNTY. USER agrees to utilize the Radio System in accordance with federal, state and county laws, codes, rules and regulations, and ordinances, including but not limited to those promulgated by the FCC. USER agrees to operate on the Radio System in a professional manner and only for USER's official business purposes.

1.2 USER agrees to comply with Motorola Software security and programing constraints. Information regarding these constraints may be obtained and made available by the COUNTY upon request, provided that the parties understand that the COUNTY will obtain such information directly from Motorola.

1.3 USER agrees to have any of its devices, equipment, or Authorized Subscriber Units (defined below) that cause any problems on the Radio System, including any equipment that may be assigned to the USER by the COUNTY in this IGA, taken out of service and repaired by USER. USER shall be responsible for all repair costs and shall be responsible to the County for any damages or consequences to the Radio System arising out of such problematic device, equipment, or unit.

2. Equipment Requirements and Assignment

2.1 At the start-up of the Radio System, which is expected to occur in October of 2015, the COUNTY will assign to USER the number and type of radio equipment designated for assignment to USER in Exhibit "A", attached hereto and incorporated herein by reference ("Assigned Units"). Subject to USER's payment of the Usage Fee (defined below), the COUNTY will provide the Assigned Units to the USER for USER's use during the term of this

IGA. Ownership of all Assigned Units shall remain with the County until the expiration of the initial one-year warranty period with Motorola, at which time the County will convey ownership of the Assigned Units to the USER, so long as such transfer of ownership does not void applicable warranties or otherwise create a breach of the COUNTY'S contract with Motorola.

2.2 The COUNTY will not be responsible for purchasing additional radio equipment for the USER after the initial assignment and acceptance by the USER of the Assigned Units described in Exhibit "A." USER may at its expense purchase additional mobile, portable or control station equipment and accessories that will access the COUNTY's Radio System; provided that USER agrees that it must first obtain County approval as described in Section 3.2 below. USER agrees that the COUNTY is not responsible for any additional equipment purchased by the USER.

2.3 The COUNTY may, in its sole discretion, voluntarily make upgrades and/or other changes to the COUNTY's Radio System. The COUNTY will not be responsible to USER for any expenditure, loss or other claim incurred by the USER and caused by, or attributed to, such voluntary upgrades and/or changes to the Radio System. Further, USER agrees that it will, at its own expense and within one (1) year of receipt of written notice from the COUNTY, comply with any voluntary upgrades to USER's equipment that are required due to upgrades or changes to the Radio System, including, but not limited to, the purchase of new equipment and/or a change in vendor. Should USER not comply with any voluntary upgrades and/or changes to the Radio System, USER agrees that this IGA will terminate, and it shall be removed from the Radio System.

3. System Access

3.1 COUNTY hereby grants USER a revocable license to use 36 subscriber units (which include the Assigned Units as well as any additional mobile, portable, and control station units purchased by USER and approved by COUNTY, as described herein, to access the Radio System) on the Radio System during the term of this IGA ("Authorized Subscriber Units"). USER agrees to limit the number of all subscriber units to the number of Authorized Subscriber Units provided for herein.

3.2 USER may request authorization to add additional Authorized Subscriber Units by making formal application with supporting documentation of need to the COUNTY's Chief of Emergency Services or his/her designee. The application for additional Authorized Subscriber Units shall be reviewed and approved or denied by the COUNTY within thirty (30) days of receipt of the formal application; otherwise the application shall be deemed approved. The COUNTY, in reviewing an application, will take into account the number and type of additional mobile, portable or control station equipment and accessories proposed, system loading, air time usage, number of system buses, and any other considerations it reasonably determines appropriate to make a decision based on maintaining the efficiency of the Radio System for all users. In addition to any other requirements provided for herein, any equipment accessing the Radio System must meet the specifications and standards established by the Association of

Public-Safety Communications Officials ("APCO") and be compatible with the COUNTY's management software and equipment requirements for use with the Radio System, as determined in the sole discretion of the COUNTY. All requests for additional Authorized Subscriber Units shall be made at least thirty (30) days prior to the use of the additional Units. The Usage Fee (defined below) associated with those additional units shall be the per unit cost previously calculated and currently in effect for each added unit. If the application is denied, the USER may appeal that decision to the Board of Commissioners. USER is absolutely prohibited from selling, assigning or otherwise transferring its license to use the Radio System, in whole or in part, to any other person or entity.

3.3 USER agrees that all persons in its jurisdiction operating Authorized Subscriber Units will be adequately trained in the use of such units on the Radio System. USER further agrees that all of its operators will be trained to use the Radio System appropriately and comply with this IGA, as well as all federal, state and county laws, codes, rules and regulations, and ordinances, including but not limited those promulgated by the FCC. Further, USER agrees to abide by any rules and regulations promulgated by the COUNTY regarding use of the Radio System. Alleged violations of applicable law, code, regulation, ordinance, or this IGA will be reviewed by the COUNTY's Chief of Emergency Services or his/her designee. Upon finding a violation has occurred, the COUNTY's Chief of Emergency Services or his/her designee, in his/her discretion may require the USER to remove the offending Authorized Subscriber Unit from the Radio System. All direct and indirect expenses arising out of violations or misuse by USER and its employees and agents shall be borne by USER. Additionally, USER shall be responsible, at the request of the County, for responding to or assisting the COUNTY in responding to any correspondence or complaint received by the COUNTY from state or federal regulatory agencies involving USER's Authorized Subscriber Units or other equipment.

3.4 USER agrees to restrict its use of the Radio System to legitimate governmental-related purposes of the USER. The Radio System shall not be used to conduct personal or unrelated business, except that which is incidental and occasional to legitimate governmental-related purposes.

3.5 USER shall comply with any and all mandate(s) issued by authorized regulatory agencies. If, subsequent to this IGA being entered into, technical or other changes are mandated by a regulatory agency, USER will have the opportunity to remain on the Radio System if USER is able to timely comply with the mandate(s). The County will in no way be responsible for bringing USER into compliance with the mandate(s) or be responsible for any direct or indirect, tangible or intangible costs, damages, or losses incurred due to the mandates and/or removal of USER from the Radio System and termination of this IGA if USER does not timely comply. Further, USER agrees that, should the COUNTY decide to comply with the mandate(s) in a time period that is shorter than required by the regulatory agency, USER agrees to comply within that shorter time period so long as reasonable notice of the change is provided to the USER. If USER is unable to comply with the mandate(s) within the applicable time allowed (either by a regulatory agency or the COUNTY), USER agrees that this IGA will terminate, and it shall be removed in whole or in part, as applicable in the COUNTY's sole discretion, from the Radio System.

3.6 COUNTY agrees to maintain and support the core of the Radio System, use reasonable efforts to answer questions to facilitate use of the Radio System by USER, comply with federal,

state, and county laws, rules and regulations, provide USER notification of violations, service interruption, and intent to remove certain equipment or Authorized Subscriber Units from operation on the Radio System, and provide USER notice (which notice must occur at least one (1) year prior to upgrade or early compliance) of any voluntary upgrades or early compliance with mandates to the Radio System that will affect USER; except that this one-year notice shall not apply if the COUNTY's ability to comply with any mandate deadline is impacted.

4. Infrastructure Maintenance Fees and Terms

4.1 USER agrees to pay the COUNTY in a timely fashion a monthly usage fee ("Usage Fee") representing its *pro rata* share of the estimated cost to operate and maintain the Radio System; provided that the Usage Fee shall not be assessed until October 1, 2016. The Usage Fee will be calculated by (1) dividing the total estimated cost to operate and maintain the Radio System in a given year by twelve to get an estimated monthly cost, (2) dividing the resulting number by the number of Authorized Subscriber Units currently accessing the Radio System to obtain a per unit monthly cost, and (3) multiplying that per unit monthly cost by the number of USER's Authorized Subscriber units. The calculation of the Usage Fee shall be done as of October 1 of each year during the term of this IGA, subject to Section 4.6 below.

4.2 The monthly Usage Fee shall be calculated based on the USER's number of Authorized Subscriber Units (including any additional units added by the USER upon application to and approval by the COUNTY).

4.3 The monthly Usage Fee schedule, based upon the COUNTY'S current estimated cost to operate and maintain the Radio System and number of Authorized Subscriber Units assigned by the COUNTY for use by the USER, which schedule is entitled "Barrow County 700 MHz P25 Subscriber fee schedule," is attached to this IGA as Exhibit "A" and incorporated herein by reference. This Usage Fee schedule provides a current estimate of expected costs to operate and maintain the Radio System during the first ten (10) years of operation, the expected number of Authorized Subscriber Units for each USER (based upon the number of units assigned by the COUNTY), and the expected per unit monthly cost. The estimates provided in the monthly Usage Fee schedule, attached hereto as Exhibit "A", may be adjusted at any time as provided in Section 4.6 below.

4.4 The COUNTY will bill the USER for the monthly Usage Fee, calculated as described above, and USER will remit payment for all fees billed within thirty (30) days of receiving such invoice. The Usage Fee will be assessed and billed each month during the term of this IGA beginning October 1, 2016. A late payment penalty of ten percent (10%) will apply on all payments not received by the due date. Interest will also accrue at a rate of one percent (1%) per month or part thereof for any payment that is delinquent.

4.5 The money received from the USER will be placed in a restricted designated fund (the "Radio System M&O Fund") and managed by the COUNTY's Finance Department. All money in the Radio System M&O Fund will be expended exclusively for Radio System maintenance and operation costs, including but not limited to infrastructure upgrades (which shall not include reimbursement for infrastructure already purchased by the COUNTY prior to the Effective Date,

but shall include, though not be limited to, upgrades of and to the existing Radio System). The COUNTY will have the sole authority to authorize any expenditure from the Radio System M&O Fund.

4.6 The COUNTY may adjust the monthly Usage Fee at any time based on the cost to operate and maintain the Radio System; provided that the COUNTY will provide written notice of such adjustment to the USER at least sixty (60) days in advance. If the USER determines that it will not pay the adjusted Usage Fee, the USER may terminate this IGA with sixty (60) days advance written notice to the COUNTY, which written notice must be received prior to the new Usage Fee taking effect; and provided that the COUNTY may continue to assess the old Usage Fee until the date of termination.

4.7 The COUNTY Departments will pay a monthly Usage Fee in the Radio System M&O Fund from unincorporated revenues, which may include LOST and business license fees, based on the number of the COUNTY'S Authorized Subscriber Units ("County Usage Fee"). Incorporated property taxes will not be utilized to fund the County Usage Fee for the County Departments.

5. License

5.1 COUNTY shall hold and maintain a current Federal Communications Commission License to operate the Radio System and operate the Radio System. Further, all use of the shared channels/talk groups is subject to the COUNTY's control. Each USER confirms that it would be eligible for separate authorization and licensing from the FCC and is, therefore, eligible to use the Radio System.

6. Agreement Terms and Termination

6.1 This IGA shall commence upon the Effective Date provided above and shall continue until December 31, 2016 (Initial Term). Unless written notice is provided not less than 30 days prior to the expiration of the Initial Term or the IGA is terminated earlier as provided herein, this IGA shall automatically renew for consecutive one year terms until terminated by either party by providing at least thirty (30) days written notice to the other party prior to the commencement of any subsequent renewal term; provided that the term of this IGA shall in no event exceed fifty (50) years beginning on the Effective Date.

6.2 [INTENTIONALLY OMITTED]

6.3 In the event of a default by the USER, the COUNTY shall provide written notice to the USER of the default, and provide the USER a reasonable period to cure such default. All defaults shall be cured in no more than thirty (30) days; provided that the COUNTY may grant the USER additional time to cure the default at its sole discretion. Subject to the terms of this IGA, the COUNTY may elect to terminate this IGA for cause immediately upon expiration of the cure period if the default is not remedied in the cure period specified. For the purposes of this Paragraph, a default or cause for termination shall include but not be limited to non-payment of any monies owed to the COUNTY under this IGA irrespective of any position taken by USER.

to justify non-payment and/or breach or violation of any of the terms or provisions of this IGA by USER. USER shall be responsible for all monthly Usage Fees incurred up to and including the effective date of termination.

6.4 The USER shall have the right to terminate this IGA in the event that the COUNTY defaults on its obligations under this IGA. The USER shall provide written notice to the COUNTY of any COUNTY default and provide the COUNTY with reasonable time to cure the default, not to exceed thirty (30) days. Subject to the terms of this IGA, the USER may elect to terminate this IGA if the default is not remedied within the cure period specified.

6.5 The COUNTY and USER reserve all available remedies afforded by law to enforce any term or condition of this IGA.

7. Warranties

7.1 COUNTY makes no express or implied representation or warranties with respect to the Radio System or Assigned Units, including without limitation, any warranty as to the merchantability or fitness for a particular purpose. COUNTY shall not be responsible for USER's costs or damages related to USER's access to or use of the Radio System. The Assigned Units may be covered by a warranty from Motorola for a limited period of time, and the COUNTY will make reasonable efforts to assist the USER making claims under that warranty; provided that the COUNTY is in no way responsible for the issues related to Assigned Units and shall not be responsible for any maintenance or other costs associated with the Assigned Units or additional equipment purchased by the USER.

8. Indemnification; Hold Harmless

8.1 To the extent, if any, allowed by law, USER shall defend, indemnify and hold harmless the COUNTY and the COUNTY'S elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents and volunteers (individually an "Indemnified County Party" and collectively the "Indemnified County Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to attorney's fees and costs of defense ("Liabilities"), which may arise from or be the result of USER's use of the Radio System or Assigned Units, or operations by the USER, any USER contractor, anyone directly or indirectly employed by the USER or USER contractor or anyone for whose acts the USER or USER contractor may be liable. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified County Party. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against an Indemnified County Party, by any employee of the USER, its contractor, anyone directly or indirectly employed by the USER or USER contractor or anyone for whose acts the USER or USER contractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the USER or any USER contractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This

obligation to indemnify, defend, and hold harmless the Indemnified County Party(ies) shall survive expiration or termination of this IGA, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this IGA.

8.2 To the extent, if any, allowed by law, COUNTY shall each defend, indemnify and hold harmless the USER and USER'S elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents and volunteers (individually an "Indemnified User Party" and collectively the "Indemnified User Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to attorney's fees and costs of defense ("Liabilities"), which may arise from or be the result of operations by the COUNTY, any COUNTY contractor, anyone directly or indirectly employed by the COUNTY or COUNTY contractor or anyone for whose acts the COUNTY or COUNTY contractor may be liable. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified User Party. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against an Indemnified User Party, by any employee of the COUNTY, its contractor, anyone directly or indirectly employed by the COUNTY or COUNTY contractor or anyone for whose acts the COUNTY or COUNTY contractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the COUNTY or any COUNTY contractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the Indemnified User Party(ies) shall survive expiration or termination of this IGA, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this IGA.

9. Insurance

9.1 The COUNTY and USER shall each have and maintain during the term of this IGA commercially reasonable insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with its (respective) performance of this IGA. All policies shall be subject to approval by the COUNTY, which approval shall be provided in the COUNTY's sole discretion.

10. Assignment

10.1 Neither party shall assign any right or obligation under this IGA without the other party's prior written consent.

11. Force Majeure

11.1 Neither party, nor their respective employees or agents, shall be liable for its respective non-negligent or non-willful failure to perform (or cure a failure to perform) any of its respective duties or obligations under this IGA or for any delay in such performance due to: (a) any cause beyond its respective reasonable control; (b) any act of God; (c) except as otherwise provided in this IGA, any change in applicable governmental rules or regulations rendering the performance

of any portion of this IGA legally impossible, which change shall not include any mandate(s) with which the USER must comply, which, in the event of non-compliance, may result in termination of this IGA in the COUNTY's sole discretion; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute; (f) delay or failure to act by any governmental or military authority other than the government entity claiming a force majeure under this paragraph; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

12. *Entire Agreement*

12.1 This IGA, and the Exhibits hereto which are incorporated herein by this reference, constitute the entire agreement and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this IGA. No other agreement, statement or promise relating to the subject matter of this IGA not contained in this IGA shall be valid or binding. This IGA may be modified or amended only by a written instrument signed by a duly authorized representative of each of the parties. The terms of this IGA shall prevail notwithstanding any variance with the terms and conditions of any invoice, purchase orders or any other such document subsequently submitted by either party hereunder. The parties acknowledge that this IGA, as it may be amended as provided herein, shall be incorporated as part of any Service Delivery Strategy Agreement entered into between the parties subsequent to the date of this IGA.

13. *No Joint Venture*

13.1 The parties hereto agree that nothing contained within this IGA can be or should be construed as creating a joint venture or partnership between the parties.

14. *Public Procurement Requirements*

14.1 The parties agree that any procurement related to this IGA will be done in full compliance with all public works bidding requirements of the State of Georgia.

15. *Authority*

15.1 Each of the individuals executing this IGA on behalf of his or her respective party agrees and represents to the other party that he or she is authorized to do so and further agrees and represents that this IGA has been duly passed upon by the required governmental agency or board in accordance with all applicable laws and spread upon the minutes thereof. The parties hereto agree that this IGA is an intergovernmental contract, and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

16. Records

16.1 Each party shall maintain records relating to matters covered by this IGA as required by Georgia law. Such records shall be maintained for at least a period of three years following the termination of this IGA.

17. Interpretation

17.1 The parties hereto have cooperated in the preparation of this IGA, and hence, it shall not be interpreted or construed against or in favor of either party by virtue of identity, interest, or affiliation of its preparer.

18. Notice

18.1 All notices, requests, demands, writings, or correspondence, as required by this IGA, shall be 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 party at the addresses given below, or at a substitute address previously furnished to the other party by written notice in accordance herewith:

NOTICE TO THE COUNTY shall be sent to:

County Manager
Barrow County Board of Commissioners
30 N. Broad Street
Winder, GA 30680

NOTICE TO THE USER shall be sent to:

Cathy A. Arden
P.O. Box 1059
Arden, GA 30211

19. No Third Party Rights

19.1 This IGA 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 IGA to maintain an action pursuant to the terms or provisions of this IGA.

20. Waiver

20.1 No failure by either party to enforce any right or power granted under this IGA, or to insist upon strict compliance with this IGA, and no custom or practice at variance with the terms and conditions of this IGA shall constitute a general waiver of any future breach or default or affect either party's right to demand exact and strict compliance with the terms and conditions of this IGA. Further, no express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

21. Successors and Assigns

21.1 Subject to the provision of this IGA regarding assignment, this IGA shall be binding on the heirs, executors, administrators, successors and assigns of the respective parties, provided that no party may assign this IGA without prior written approval of the other party.

22. Governing Law, Disputes and Venue.

22.1 This IGA shall be governed by and construed in accordance with the laws of the State of Georgia. If any disputes or issues arise in connection with this IGA which cannot be resolved amicably, then either party shall have the right to request the other party participate in non-binding mediation. Any resulting mediation shall be purely voluntary. If both parties agree to mediate, the mediator shall be mutually agreed upon, and the costs of the mediator shall be shared equally between the parties. In the event there is no request for mediation, mediation is not jointly agreed upon, or mediation efforts fail, then any dispute or issues shall be resolved through litigation. If any action at law or in equity is brought to enforce or interpret the provisions of this IGA, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this IGA shall be brought in the Superior Court of Barrow County, Georgia or the Northern District of Georgia, Gainesville Division, as applicable.

23. Captions and Severability

23.1 The caption or headnote on articles or sections of this IGA are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this IGA nor in any way affect this IGA. Should any article(s) or section(s), or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of the IGA should be severed, and the remainder of this IGA shall remain in full force and effect to the extent possible, as the parties declare they would have agreed to the remaining parts of this IGA if they had known that the severed provisions or portions thereof would be determined illegal, invalid or unenforceable.

24. E-Verify and Title VI

24.1 The parties agree that they will comply with all applicable E-Verify and Title VI requirements, and any contracts let related to this IGA shall contain all required E-verify and Title VI requirements under applicable law.

25. Counterparts.

25.1 This IGA may be executed in multiple counterparts, and each counterpart shall be considered an original.

IN WITNESS WHEREOF, the parties hereto have caused this IGA to be executed by duly authorized representatives as of the date of their signatures.

[SIGNATURES ON FOLLOWING PAGE]

COUNTY: BARROW COUNTY

[Signature]
By: Pat graham
Its: Chairman
Date: August 25, 2015

[COUNTY SEAL OF BARROW COUNTY]



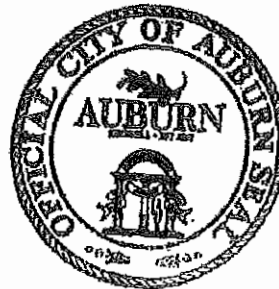
Attest: Danielle Austin
Its: County Clerk

USER: CITY OF AUBURN, GEORGIA

[Signature]
By: Linda Bledinger
Its: Mayor
Date: 9/3/15

[CITY SEAL]

Attest: Jay Brown
Its: City Clerk



**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF
700 MHZ P25 PHASE II RADIO SYSTEM ACCESS
FOR PUBLIC SAFETY AND PUBLIC SERVICE RADIO COMMUNICATION
AND USE OF CERTAIN RADIO EQUIPMENT**

This Intergovernmental Agreement ("IGA") is entered into this 21st day of October 2015 (the "Effective Date") by and between **Barrow County, Georgia**, a political subdivision of the State of Georgia acting by and through its governing authority the Barrow County Board of Commissioners ("COUNTY"), with its principal office at 30 N. Broad St., Winder, GA 30680, and the City of Statham (city/town name), a body politic and corporate acting by and through its governing authority the Statham City Council ("USER") with its principal office at 327 Jefferson St. (collectively referred to herein as the "parties"). This IGA is created under the existing laws of the State of Georgia.

RECITALS:

WHEREAS, the COUNTY owns a 700 MHz P25 Phase II Public Safety and Public Service Radio System ("Radio System") that provides radio communications service coverage to areas within the boundaries of Barrow County; and

WHEREAS, the Radio System provides two-way radio communication infrastructure for portable, mobile and control station radio equipment; and

WHEREAS, the USER is a governmental entity located in Barrow County that provides public safety services to its citizens in Barrow County, and USER desires to utilize the County Radio System for public safety and public service radio communications; and

WHEREAS, the COUNTY has not and does not intend to request contribution for amounts paid by the COUNTY to purchase the Radio System, but has requested contribution from USER for operation and maintenance of the Radio System; and

WHEREAS, Part 90 of the Federal Communications Commission Rules and Regulations promotes the use of interagency interoperability; and

WHEREAS, the USER agrees to compensate the COUNTY for maintenance and operation costs associated with the Radio System, as provided herein, including, but not limited to infrastructure improvements to the existing Radio System; and

WHEREAS, the USER agrees to abide by the rules and regulations set forth by Part 90 of the Federal Communications Rules and Regulations for public safety and public service radio communications as well as all other FCC Rules and Regulations; and

WHEREAS, local governments are authorized and encouraged to enter into intergovernmental cooperative agreements pursuant to Article IX, Section III, Paragraph I of the State of Georgia Constitution; and

WHEREAS, the COUNTY and USER have determined that this IGA is in the best interest of the health, welfare and public safety of the residents within their authorities to execute this IGA.

NOW, THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, together with other good and adequate consideration, the sufficiency of which is hereby acknowledged, the parties hereto do mutually agree as follows:

AGREEMENT

The parties agree that the above and foregoing recitals background and agreements are incorporated by reference as fully set forth.

1. Use of the System

1.1 USER wishes to utilize the COUNTY's Radio System and to establish interagency communication with the COUNTY. USER agrees to utilize the Radio System in accordance with federal, state and county laws, codes, rules and regulations, and ordinances, including but not limited to those promulgated by the FCC. USER agrees to operate on the Radio System in a professional manner and only for USER's official business purposes.

1.2 USER agrees to comply with Motorola Software security and programing constraints. Information regarding these constraints may be obtained and made available by the COUNTY upon request, provided that the parties understand that the COUNTY will obtain such information directly from Motorola.

1.3 USER agrees to have any of its devices, equipment, or Authorized Subscriber Units (defined below) that cause any problems on the Radio System, including any equipment that may be assigned to the USER by the COUNTY in this IGA, taken out of service and repaired by USER. USER shall be responsible for all repair costs and shall be responsible to the County for any damages or consequences to the Radio System arising out of such problematic device, equipment, or unit.

2. Equipment Requirements and Assignment

2.1 At the start-up of the Radio System, which is expected to occur in October of 2015, the COUNTY will assign to USER the number and type of radio equipment designated for assignment to USER in Exhibit "A", attached hereto and incorporated herein by reference ("Assigned Units"). Subject to USER's payment of the Usage Fee (defined below), the COUNTY will provide the Assigned Units to the USER for USER's use during the term of this

IGA. Ownership of all Assigned Units shall remain with the County until the expiration of the initial one-year warranty period with Motorola, at which time the County will convey ownership of the Assigned Units to the USER, so long as such transfer of ownership does not void applicable warranties or otherwise create a breach of the COUNTY'S contract with Motorola.

2.2 The COUNTY will not be responsible for purchasing additional radio equipment for the USER after the initial assignment and acceptance by the USER of the Assigned Units described in Exhibit "A." USER may at its expense purchase additional mobile, portable or control station equipment and accessories that will access the COUNTY's Radio System; provided that USER agrees that it must first obtain County approval as described in Section 3.2 below. USER agrees that the COUNTY is not responsible for any additional equipment purchased by the USER.

2.3 The COUNTY may, in its sole discretion, voluntarily make upgrades and/or other changes to the COUNTY's Radio System. The COUNTY will not be responsible to USER for any expenditure, loss or other claim incurred by the USER and caused by, or attributed to, such voluntary upgrades and/or changes to the Radio System. Further, USER agrees that it will, at its own expense and within one (1) year of receipt of written notice from the COUNTY, comply with any voluntary upgrades to USER's equipment that are required due to upgrades or changes to the Radio System, including, but not limited to, the purchase of new equipment and/or a change in vendor. Should USER not comply with any voluntary upgrades and/or changes to the Radio System, USER agrees that this IGA will terminate, and it shall be removed from the Radio System.

3. System Access

3.1 COUNTY hereby grants USER a revocable license to use 11 subscriber units (which include the Assigned Units as well as any additional mobile, portable, and control station units purchased by USER and approved by COUNTY, as described herein, to access the Radio System) on the Radio System during the term of this IGA ("Authorized Subscriber Units"). USER agrees to limit the number of all subscriber units to the number of Authorized Subscriber Units provided for herein.

3.2 USER may request authorization to add additional Authorized Subscriber Units by making formal application with supporting documentation of need to the COUNTY's Chief of Emergency Services or his/her designee. The application for additional Authorized Subscriber Units shall be reviewed and approved or denied by the COUNTY within thirty (30) days of receipt of the formal application; otherwise the application shall be deemed approved. The COUNTY, in reviewing an application, will take into account the number and type of additional mobile, portable or control station equipment and accessories proposed, system loading, air time usage, number of system busies, and any other considerations it reasonably determines appropriate to make a decision based on maintaining the efficiency of the Radio System for all users. In addition to any other requirements provided for herein, any equipment accessing the Radio System must meet the specifications and standards established by the Association of

Public-Safety Communications Officials (“APCO”) and be compatible with the COUNTY’s management software and equipment requirements for use with the Radio System, as determined in the sole discretion of the COUNTY. All requests for additional Authorized Subscriber Units shall be made at least thirty (30) days prior to the use of the additional Units. The Usage Fee (defined below) associated with those additional units shall be the per unit cost previously calculated and currently in effect for each added unit. If the application is denied, the USER may appeal that decision to the Board of Commissioners. USER is absolutely prohibited from selling, assigning or otherwise transferring its license to use the Radio System, in whole or in part, to any other person or entity.

3.3 USER agrees that all persons in its jurisdiction operating Authorized Subscriber Units will be adequately trained in the use of such units on the Radio System. USER further agrees that all of its operators will be trained to use the Radio System appropriately and comply with this IGA, as well as all federal, state and county laws, codes, rules and regulations, and ordinances, including but not limited those promulgated by the FCC. Further, USER agrees to abide by any rules and regulations promulgated by the COUNTY regarding use of the Radio System. Alleged violations of applicable law, code, regulation, ordinance, or this IGA will be reviewed by the COUNTY’s Chief of Emergency Services or his/her designee. Upon finding a violation has occurred, the COUNTY’s Chief of Emergency Services or his/her designee, in his/her discretion may require the USER to remove the offending Authorized Subscriber Unit from the Radio System. All direct and indirect expenses arising out of violations or misuse by USER and its employees and agents shall be borne by USER. Additionally, USER shall be responsible, at the request of the County, for responding to or assisting the COUNTY in responding to any correspondence or complaint received by the COUNTY from state or federal regulatory agencies involving USER’s Authorized Subscriber Units or other equipment.

3.4 USER agrees to restrict its use of the Radio System to legitimate governmental-related purposes of the USER. The Radio System shall not be used to conduct personal or unrelated business, except that which is incidental and occasional to legitimate governmental-related purposes.

3.5 USER shall comply with any and all mandate(s) issued by authorized regulatory agencies. If, subsequent to this IGA being entered into, technical or other changes are mandated by a regulatory agency, USER will have the opportunity to remain on the Radio System if USER is able to timely comply with the mandate(s). The County will in no way be responsible for bringing USER into compliance with the mandate(s) or be responsible for any direct or indirect, tangible or intangible costs, damages, or losses incurred due to the mandates and/or removal of USER from the Radio System and termination of this IGA if USER does not timely comply. Further, USER agrees that, should the COUNTY decide to comply with the mandate(s) in a time period that is shorter than required by the regulatory agency, USER agrees to comply within that shorter time period so long as reasonable notice of the change is provided to the USER. If USER is unable to comply with the mandate(s) within the applicable time allowed (either by a regulatory agency or the COUNTY), USER agrees that this IGA will terminate, and it shall be removed in whole or in part, as applicable in the COUNTY’s sole discretion, from the Radio System.

3.6 COUNTY agrees to maintain and support the core of the Radio System, use reasonable efforts to answer questions to facilitate use of the Radio System by USER, comply with federal,

state, and county laws, rules and regulations, provide USER notification of violations, service interruption, and intent to remove certain equipment or Authorized Subscriber Units from operation on the Radio System, and provide USER notice (which notice must occur at least one (1) year prior to upgrade or early compliance) of any voluntary upgrades or early compliance with mandates to the Radio System that will affect USER; except that this one-year notice shall not apply if the COUNTY's ability to comply with any mandate deadline is impacted.

4. Infrastructure Maintenance Fees and Terms

4.1 USER agrees to pay the COUNTY in a timely fashion a monthly usage fee ("Usage Fee") representing its pro rata share of the estimated cost to operate and maintain the Radio System; provided that the Usage Fee shall not be assessed until October 1, 2016. The Usage Fee will be calculated by (1) dividing the total estimated cost to operate and maintain the Radio System in a given year by twelve to get an estimated monthly cost, (2) dividing the resulting number by the number of Authorized Subscriber Units currently accessing the Radio System to obtain a per unit monthly cost, and (3) multiplying that per unit monthly cost by the number of USER's Authorized Subscriber units. The calculation of the Usage Fee shall be done as of October 1 of each year during the term of this IGA, subject to Section 4.6 below.

4.2 The monthly Usage Fee shall be calculated based on the USER's number of Authorized Subscriber Units (including any additional units added by the USER upon application to and approval by the COUNTY).

4.3 The monthly Usage Fee schedule, based upon the COUNTY'S current estimated cost to operate and maintain the Radio System and number of Authorized Subscriber Units assigned by the COUNTY for use by the USER, which schedule is entitled "Barrow County 700 MHz P25 Subscriber fee schedule," is attached to this IGA as Exhibit "A" and incorporated herein by reference. This Usage Fee schedule provides a current estimate of expected costs to operate and maintain the Radio System during the first ten (10) years of operation, the expected number of Authorized Subscriber Units for each USER (based upon the number of units assigned by the COUNTY), and the expected per unit monthly cost. The estimates provided in the monthly Usage Fee schedule, attached hereto as Exhibit "A", may be adjusted at any time as provided in Section 4.6 below.

4.4 The COUNTY will bill the USER for the monthly Usage Fee, calculated as described above, and USER will remit payment for all fees billed within thirty (30) days of receiving such invoice. The Usage Fee will be assessed and billed each month during the term of this IGA beginning October 1, 2016. A late payment penalty of ten percent (10%) will apply on all payments not received by the due date. Interest will also accrue at a rate of one percent (1%) per month or part thereof for any payment that is delinquent.

4.5 The money received from the USER will be placed in a restricted designated fund (the "Radio System M&O Fund") and managed by the COUNTY's Finance Department. All money in the Radio System M&O Fund will be expended exclusively for Radio System maintenance and operation costs, including but not limited to infrastructure upgrades (which shall not include reimbursement for infrastructure already purchased by the COUNTY prior to the Effective Date,

but shall include, though not be limited to, upgrades of and to the existing Radio System). The COUNTY will have the sole authority to authorize any expenditure from the Radio System M&O Fund.

4.6 The COUNTY may adjust the monthly Usage Fee at any time based on the cost to operate and maintain the Radio System; provided that the COUNTY will provide written notice of such adjustment to the USER at least sixty (60) days in advance. If the USER determines that it will not pay the adjusted Usage Fee, the USER may terminate this IGA with sixty (60) days advance written notice to the COUNTY, which written notice must be received prior to the new Usage Fee taking effect; and provided that the COUNTY may continue to assess the old Usage Fee until the date of termination.

4.7 The COUNTY Departments will pay a monthly Usage Fee in the Radio System M&O Fund from unincorporated revenues, which may include LOST and business license fees, based on the number of the COUNTY'S Authorized Subscriber Units ("County Usage Fee"). Incorporated property taxes will not be utilized to fund the County Usage Fee for the County Departments.

5. License

5.1 COUNTY shall hold and maintain a current Federal Communications Commission License to operate the Radio System and operate the Radio System. Further, all use of the shared channels/talk groups is subject to the COUNTY's control. Each USER confirms that it would be eligible for separate authorization and licensing from the FCC and is, therefore, eligible to use the Radio System.

6. Agreement Terms and Termination

6.1 This IGA shall commence upon the Effective Date provided above and shall continue until December 31, 2016 (Initial Term). Unless written notice is provided not less than 30 days prior to the expiration of the Initial Term or the IGA is terminated earlier as provided herein, this IGA shall automatically renew for consecutive one year terms until terminated by either party by providing at least thirty (30) days written notice to the other party prior to the commencement of any subsequent renewal term; provided that the term of this IGA shall in no event exceed fifty (50) years beginning on the Effective Date.

6.2 [INTENTIONALLY OMITTED]

6.3 In the event of a default by the USER, the COUNTY shall provide written notice to the USER of the default, and provide the USER a reasonable period to cure such default. All defaults shall be cured in no more than thirty (30) days; provided that the COUNTY may grant the USER additional time to cure the default at its sole discretion. Subject to the terms of this IGA, the COUNTY may elect to terminate this IGA for cause immediately upon expiration of the cure period if the default is not remedied in the cure period specified. For the purposes of this Paragraph, a default or cause for termination shall include but not be limited to non-payment of any monies owed to the COUNTY under this IGA irrespective of any position taken by USER.

to justify non-payment and/or breach or violation of any of the terms or provisions of this IGA by USER. USER shall be responsible for all monthly Usage Fees incurred up to and including the effective date of termination.

6.4 The USER shall have the right to terminate this IGA in the event that the COUNTY defaults on its obligations under this IGA. The USER shall provide written notice to the COUNTY of any COUNTY default and provide the COUNTY with reasonable time to cure the default, not to exceed thirty (30) days. Subject to the terms of this IGA, the USER may elect to terminate this IGA if the default is not remedied within the cure period specified.

6.5 The COUNTY and USER reserve all available remedies afforded by law to enforce any term or condition of this IGA.

7. Warranties

7.1 COUNTY makes no express or implied representation or warranties with respect to the Radio System or Assigned Units, including without limitation, any warranty as to the merchantability or fitness for a particular purpose. COUNTY shall not be responsible for USER's costs or damages related to USER's access to or use of the Radio System. The Assigned Units may be covered by a warranty from Motorola for a limited period of time, and the COUNTY will make reasonable efforts to assist the USER making claims under that warranty; provided that the COUNTY is in no way responsible for the issues related to Assigned Units and shall not be responsible for any maintenance or other costs associated with the Assigned Units or additional equipment purchased by the USER.

8. Indemnification; Hold Harmless

8.1 To the extent, if any, allowed by law, USER shall defend, indemnify and hold harmless the COUNTY and the COUNTY'S elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents and volunteers (individually an "Indemnified County Party" and collectively the "Indemnified County Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to attorney's fees and costs of defense ("Liabilities"), which may arise from or be the result of USER's use of the Radio System or Assigned Units, or operations by the USER, any USER contractor, anyone directly or indirectly employed by the USER or USER contractor or anyone for whose acts the USER or USER contractor may be liable. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified County Party. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against an Indemnified County Party, by any employee of the USER, its contractor, anyone directly or indirectly employed by the USER or USER contractor or anyone for whose acts the USER or USER contractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the USER or any USER contractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This

obligation to indemnify, defend, and hold harmless the Indemnified County Party(ies) shall survive expiration or termination of this IGA, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this IGA.

8.2 To the extent, if any, allowed by law, COUNTY shall each defend, indemnify and hold harmless the USER and USER'S elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents and volunteers (individually an "Indemnified User Party" and collectively the "Indemnified User Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to attorney's fees and costs of defense ("Liabilities"), which may arise from or be the result of operations by the COUNTY, any COUNTY contractor, anyone directly or indirectly employed by the COUNTY or COUNTY contractor or anyone for whose acts the COUNTY or COUNTY contractor may be liable. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified User Party. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against an Indemnified User Party, by any employee of the COUNTY, its contractor, anyone directly or indirectly employed by the COUNTY or COUNTY contractor or anyone for whose acts the COUNTY or COUNTY contractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the COUNTY or any COUNTY contractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the Indemnified User Party(ies) shall survive expiration or termination of this IGA, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this IGA.

9. Insurance

9.1 The COUNTY and USER shall each have and maintain during the term of this IGA commercially reasonable insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with its (respective) performance of this IGA. All policies shall be subject to approval by the COUNTY, which approval shall be provided in the COUNTY's sole discretion.

10. Assignment

10.1 Neither party shall assign any right or obligation under this IGA without the other party's prior written consent.

11. Force Majeure

11.1 Neither party, nor their respective employees or agents, shall be liable for its respective non-negligent or non-willful failure to perform (or cure a failure to perform) any of its respective duties or obligations under this IGA or for any delay in such performance due to: (a) any cause beyond its respective reasonable control; (b) any act of God; (c) except as otherwise provided in this IGA, any change in applicable governmental rules or regulations rendering the performance

of any portion of this IGA legally impossible, which change shall not include any mandate(s) with which the USBR must comply, which, in the event of non-compliance, may result in termination of this IGA in the COUNTY's sole discretion; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute; (f) delay or failure to act by any governmental or military authority other than the government entity claiming a force majeure under this paragraph; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

12. Entire Agreement

12.1 This IGA, and the Exhibits hereto which are incorporated herein by this reference, constitute the entire agreement and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this IGA. No other agreement, statement or promise relating to the subject matter of this IGA not contained in this IGA shall be valid or binding. This IGA may be modified or amended only by a written instrument signed by a duly authorized representative of each of the parties. The terms of this IGA shall prevail notwithstanding any variance with the terms and conditions of any invoice, purchase orders or any other such document subsequently submitted by either party hereunder. The parties acknowledge that this IGA, as it may be amended as provided herein, shall be incorporated as part of any Service Delivery Strategy Agreement entered into between the parties subsequent to the date of this IGA.

13. No Joint Venture

13.1 The parties hereto agree that nothing contained within this IGA can be or should be construed as creating a joint venture or partnership between the parties.

14. Public Procurement Requirements

14.1 The parties agree that any procurement related to this IGA will be done in full compliance with all public works bidding requirements of the State of Georgia.

15. Authority

15.1 Each of the individuals executing this IGA on behalf of his or her respective party agrees and represents to the other party that he or she is authorized to do so and further agrees and represents that this IGA has been duly passed upon by the required governmental agency or board in accordance with all applicable laws and spread upon the minutes thereof. The parties hereto agree that this IGA is an intergovernmental contract, and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

16. Records

16.1 Each party shall maintain records relating to matters covered by this IGA as required by Georgia law. Such records shall be maintained for at least a period of three years following the termination of this IGA.

17. Interpretation

17.1 The parties hereto have cooperated in the preparation of this IGA, and hence, it shall not be interpreted or construed against or in favor of either party by virtue of identity, interest, or affiliation of its preparer.

18. Notice

18.1 All notices, requests, demands, writings, or correspondence, as required by this IGA, shall be 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 party at the addresses given below, or at a substitute address previously furnished to the other party by written notice in accordance herewith:

NOTICE TO THE COUNTY shall be sent to:

County Manager
Barrow County Board of Commissioners
30 N. Broad Street
Winder, GA 30680

NOTICE TO THE USER shall be sent to:

City of Slatham
Robert Bridges
P.O. Box 28
Slatham, GA 30266

19. No Third Party Rights

19.1 This IGA 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 IGA to maintain an action pursuant to the terms or provisions of this IGA.

20. Waiver

20.1 No failure by either party to enforce any right or power granted under this IGA, or to insist upon strict compliance with this IGA; and no custom or practice at variance with the terms and conditions of this IGA shall constitute a general waiver of any future breach or default or affect either party's right to demand exact and strict compliance with the terms and conditions of this IGA. Further, no express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

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21.1 Subject to the provision of this IGA regarding assignment, this IGA shall be binding on the heirs, executors, administrators, successors and assigns of the respective parties, provided that no party may assign this IGA without prior written approval of the other party.

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23.1 The caption or headnote on articles or sections of this IGA are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this IGA nor in any way affect this IGA. Should any article(s) or section(s), or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of the IGA should be severed, and the remainder of this IGA shall remain in full force and effect to the extent possible, as the parties declare they would have agreed to the remaining parts of this IGA if they had known that the severed provisions or portions thereof would be determined illegal, invalid or unenforceable.

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25. Counterparts.

25.1 This IGA may be executed in multiple counterparts, and each counterpart shall be considered an original.

IN WITNESS WHEREOF, the parties hereto have caused this IGA to be executed by duly authorized representatives as of the date of their signatures.

[SIGNATURES ON FOLLOWING PAGE]

COUNTY: BARROW COUNTY

Pat Graham

By: Pat Graham

Its: Chairman

Date: August 25, 2015

[COUNTY SEAL]



Attest: Danielle Austin

Its: County Clerk

USER: CITY OF STATHAM, GEORGIA

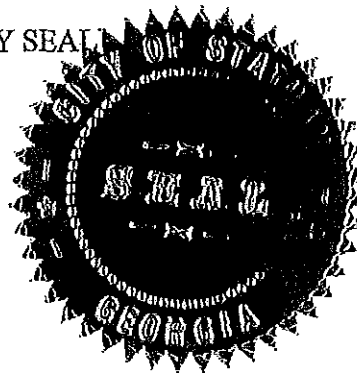
Robert Bridges

By: Robert Bridges

Its: Mayor

Date: 10-21-15

[CITY SEAL]



Attest: Racheal W. Partain

Its: City Clerk

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF
700 MHZ P25 PHASE II RADIO SYSTEM ACCESS
FOR PUBLIC SAFETY AND PUBLIC SERVICE RADIO COMMUNICATION
AND USE OF CERTAIN RADIO EQUIPMENT**

This Intergovernmental Agreement (“IGA”) is entered into this **15th day of October 2015** (the “Effective Date”) by and between **Barrow County, Georgia**, a political subdivision of the State of Georgia acting by and through its governing authority the Barrow County Board of Commissioners (“**COUNTY**”), with its principal office at 30 N. Broad St., Winder, GA 30680, and the **City of Winder, Georgia**, a body politic and corporate acting by and through its governing authority the Mayor and Council (“**USER**”) with its principal office at 25 E. Midland Ave., Winder, GA 30680 (collectively referred to herein as the “parties”). This IGA is created under the existing laws of the State of Georgia.

RECITALS:

WHEREAS, the COUNTY owns a 700 MHz P25 Phase II Public Safety and Public Service Radio System (“Radio System”) that provides radio communications service coverage to areas within the boundaries of Barrow County; and

WHEREAS, the Radio System provides two-way radio communication infrastructure for portable, mobile and control station radio equipment; and

WHEREAS, the USER is a governmental entity located in Barrow County that provides public safety services to its citizens in Barrow County, and USER desires to utilize the County Radio System for public safety and public service radio communications; and

WHEREAS, the COUNTY has not and does not intend to request contribution for amounts paid by the COUNTY to purchase the Radio System, but has requested contribution from USER for operation and maintenance of the Radio System; and

WHEREAS, Part 90 of the Federal Communications Commission Rules and Regulations promotes the use of interagency interoperability; and

WHEREAS, the USER agrees to compensate the COUNTY for maintenance and operation costs associated with the Radio System, as provided herein, including, but not limited to infrastructure improvements to the existing Radio System; and

WHEREAS, the USER agrees to abide by the rules and regulations set forth by Part 90 of the Federal Communications Rules and Regulations for public safety and public service radio communications as well as all other FCC Rules and Regulations; and

WHEREAS, local governments are authorized and encouraged to enter into intergovernmental cooperative agreements pursuant to Article IX, Section III, Paragraph I of the State of Georgia Constitution; and

WHEREAS, the COUNTY and USER have determined that this IGA is in the best interest of the health, welfare and public safety of the residents within their authorities to execute this IGA.

NOW, THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, together with other good and adequate consideration, the sufficiency of which is hereby acknowledged, the parties hereto do mutually agree as follows:

AGREEMENT

The parties agree that the above and foregoing recitals background and agreements are incorporated by reference as fully set forth.

1. Use of the System

1.1 USER wishes to utilize the COUNTY's Radio System and to establish interagency communication with the COUNTY. USER agrees to utilize the Radio System in accordance with federal, state and county laws, codes, rules and regulations, and ordinances, including but not limited to those promulgated by the FCC. USER agrees to operate on the Radio System in a professional manner and only for USER's official business purposes.

1.2 USER agrees to comply with Motorola Software security and programing constraints. Information regarding these constraints may be obtained and made available by the COUNTY upon request, provided that the parties understand that the COUNTY will obtain such information directly from Motorola.

1.3 USER agrees to have any of its devices, equipment, or Authorized Subscriber Units (defined below) that cause any problems on the Radio System, including any equipment that may be assigned to the USER by the COUNTY in this IGA, taken out of service and repaired by USER. USER shall be responsible for all repair costs and shall be responsible to the County for any damages or consequences to the Radio System arising out of such problematic device, equipment, or unit.

2. Equipment Requirements and Assignment

2.1 At the start-up of the Radio System, which is expected to occur in October of 2015, the COUNTY will assign to USER the number and type of radio equipment designated for assignment to USER in Exhibit "A", attached hereto and incorporated herein by reference ("Assigned Units"). Subject to USER's payment of the Usage Fee (defined below), the COUNTY will provide the Assigned Units to the USER for USER's use during the term of this

IGA. Ownership of all Assigned Units shall remain with the County until the expiration of the initial one-year warranty period with Motorola, at which time the County will convey ownership of the Assigned Units to the USER, so long as such transfer of ownership does not void applicable warranties or otherwise create a breach of the COUNTY'S contract with Motorola.

2.2 The COUNTY will not be responsible for purchasing additional radio equipment for the USER after the initial assignment and acceptance by the USER of the Assigned Units described in Exhibit "A." USER may at its expense purchase additional mobile, portable or control station equipment and accessories that will access the COUNTY's Radio System; provided that USER agrees that it must first obtain County approval as described in Section 3.2 below. USER agrees that the COUNTY is not responsible for any additional equipment purchased by the USER.

2.3 The COUNTY may, in its sole discretion, voluntarily make upgrades and/or other changes to the COUNTY's Radio System. The COUNTY will not be responsible to USER for any expenditure, loss or other claim incurred by the USER and caused by, or attributed to, such voluntary upgrades and/or changes to the Radio System. Further, USER agrees that it will, at its own expense and within one (1) year of receipt of written notice from the COUNTY, comply with any voluntary upgrades to USER's equipment that are required due to upgrades or changes to the Radio System, including, but not limited to, the purchase of new equipment and/or a change in vendor. Should USER not comply with any voluntary upgrades and/or changes to the Radio System, USER agrees that this IGA will terminate, and it shall be removed from the Radio System.

3. System Access

3.1 COUNTY hereby grants USER a revocable license to use 147 subscriber units (which include the Assigned Units as well as any additional mobile, portable, and control station units purchased by USER and approved by COUNTY, as described herein, to access the Radio System) on the Radio System during the term of this IGA ("Authorized Subscriber Units"). USER agrees to limit the number of all subscriber units to the number of Authorized Subscriber Units provided for herein.

3.2 USER may request authorization to add additional Authorized Subscriber Units by making formal application with supporting documentation of need to the COUNTY's Chief of Emergency Services or his/her designee. The application for additional Authorized Subscriber Units shall be reviewed and approved or denied by the COUNTY within thirty (30) days of receipt of the formal application; otherwise the application shall be deemed approved. The COUNTY, in reviewing an application, will take into account the number and type of additional mobile, portable or control station equipment and accessories proposed, system loading, air time usage, number of system busies, and any other considerations it reasonably determines appropriate to make a decision based on maintaining the efficiency of the Radio System for all users. In addition to any other requirements provided for herein, any equipment accessing the Radio System must meet the specifications and standards established by the Association of

Public-Safety Communications Officials (“APCO”) and be compatible with the COUNTY’s management software and equipment requirements for use with the Radio System, as determined in the sole discretion of the COUNTY. All requests for additional Authorized Subscriber Units shall be made at least thirty (30) days prior to the use of the additional Units. The Usage Fee (defined below) associated with those additional units shall be the per unit cost previously calculated and currently in effect for each added unit. If the application is denied, the USER may appeal that decision to the Board of Commissioners. USER is absolutely prohibited from selling, assigning or otherwise transferring its license to use the Radio System, in whole or in part, to any other person or entity.

3.3 USER agrees that all persons in its jurisdiction operating Authorized Subscriber Units will be adequately trained in the use of such units on the Radio System. USER further agrees that all of its operators will be trained to use the Radio System appropriately and comply with this IGA, as well as all federal, state and county laws, codes, rules and regulations, and ordinances, including but not limited those promulgated by the FCC. Further, USER agrees to abide by any rules and regulations promulgated by the COUNTY regarding use of the Radio System. Alleged violations of applicable law, code, regulation, ordinance, or this IGA will be reviewed by the COUNTY’s Chief of Emergency Services or his/her designee. Upon finding a violation has occurred, the COUNTY’s Chief of Emergency Services or his/her designee, in his/her discretion may require the USER to remove the offending Authorized Subscriber Unit from the Radio System. All direct and indirect expenses arising out of violations or misuse by USER and its employees and agents shall be borne by USER. Additionally, USER shall be responsible, at the request of the County, for responding to or assisting the COUNTY in responding to any correspondence or complaint received by the COUNTY from state or federal regulatory agencies involving USER’s Authorized Subscriber Units or other equipment.

3.4 USER agrees to restrict its use of the Radio System to legitimate governmental-related purposes of the USER. The Radio System shall not be used to conduct personal or unrelated business, except that which is incidental and occasional to legitimate governmental-related purposes.

3.5 USER shall comply with any and all mandate(s) issued by authorized regulatory agencies. If, subsequent to this IGA being entered into, technical or other changes are mandated by a regulatory agency, USER will have the opportunity to remain on the Radio System if USER is able to timely comply with the mandate(s). The County will in no way be responsible for bringing USER into compliance with the mandate(s) or be responsible for any direct or indirect, tangible or intangible costs, damages, or losses incurred due to the mandates and/or removal of USER from the Radio System and termination of this IGA if USER does not timely comply. Further, USER agrees that, should the COUNTY decide to comply with the mandate(s) in a time period that is shorter than required by the regulatory agency, USER agrees to comply within that shorter time period so long as reasonable notice of the change is provided to the USER. If USER is unable to comply with the mandate(s) within the applicable time allowed (either by a regulatory agency or the COUNTY), USER agrees that this IGA will terminate, and it shall be removed in whole or in part, as applicable in the COUNTY’s sole discretion, from the Radio System.

3.6 COUNTY agrees to maintain and support the core of the Radio System, use reasonable efforts to answer questions to facilitate use of the Radio System by USER, comply with federal,

state, and county laws, rules and regulations, provide USER notification of violations, service interruption, and intent to remove certain equipment or Authorized Subscriber Units from operation on the Radio System, and provide USER notice (which notice must occur at least one (1) year prior to upgrade or early compliance) of any voluntary upgrades or early compliance with mandates to the Radio System that will affect USER; except that this one-year notice shall not apply if the COUNTY's ability to comply with any mandate deadline is impacted.

4. Infrastructure Maintenance Fees and Terms

4.1 USER agrees to pay the COUNTY in a timely fashion a monthly usage fee ("Usage Fee") representing its pro rata share of the estimated cost to operate and maintain the Radio System; provided that the Usage Fee shall not be assessed until October 1, 2016. The Usage Fee will be calculated by (1) dividing the total estimated cost to operate and maintain the Radio System in a given year by twelve to get an estimated monthly cost, (2) dividing the resulting number by the number of Authorized Subscriber Units currently accessing the Radio System to obtain a per unit monthly cost, and (3) multiplying that per unit monthly cost by the number of USER's Authorized Subscriber units. The calculation of the Usage Fee shall be done as of October 1 of each year during the term of this IGA, subject to Section 4.6 below.

4.2 The monthly Usage Fee shall be calculated based on the USER's number of Authorized Subscriber Units (including any additional units added by the USER upon application to and approval by the COUNTY).

4.3 The monthly Usage Fee schedule, based upon the COUNTY'S current estimated cost to operate and maintain the Radio System and number of Authorized Subscriber Units assigned by the COUNTY for use by the USER, which schedule is entitled "Barrow County 700 MHz P25 Subscriber fee schedule," is attached to this IGA as Exhibit "A" and incorporated herein by reference. This Usage Fee schedule provides a current estimate of expected costs to operate and maintain the Radio System during the first ten (10) years of operation, the expected number of Authorized Subscriber Units for each USER (based upon the number of units assigned by the COUNTY), and the expected per unit monthly cost. The estimates provided in the monthly Usage Fee schedule, attached hereto as Exhibit "A", may be adjusted at any time as provided in Section 4.6 below.

4.4 The COUNTY will bill the USER for the monthly Usage Fee, calculated as described above, and USER will remit payment for all fees billed within thirty (30) days of receiving such invoice. The Usage Fee will be assessed and billed each month during the term of this IGA beginning October 1, 2016. A late payment penalty of ten percent (10%) will apply on all payments not received by the due date. Interest will also accrue at a rate of one percent (1%) per month or part thereof for any payment that is delinquent.

4.5 The money received from the USER will be placed in a restricted designated fund (the "Radio System M&O Fund") and managed by the COUNTY's Finance Department. All money in the Radio System M&O Fund will be expended exclusively for Radio System maintenance and operation costs, including but not limited to infrastructure upgrades (which shall not include reimbursement for infrastructure already purchased by the COUNTY prior to the Effective Date,

but shall include, though not be limited to, upgrades of and to the existing Radio System). The COUNTY will have the sole authority to authorize any expenditure from the Radio System M&O Fund.

4.6 The COUNTY may adjust the monthly Usage Fee at any time based on the cost to operate and maintain the Radio System; provided that the COUNTY will provide written notice of such adjustment to the USER at least sixty (60) days in advance. If the USER determines that it will not pay the adjusted Usage Fee, the USER may terminate this IGA with sixty (60) days advance written notice to the COUNTY, which written notice must be received prior to the new Usage Fee taking effect; and provided that the COUNTY may continue to assess the old Usage Fee until the date of termination.

4.7 The COUNTY Departments will pay a monthly Usage Fee in the Radio System M&O Fund from unincorporated revenues, which may include LOST and business license fees, based on the number of the COUNTY'S Authorized Subscriber Units ("County Usage Fee"). Incorporated property taxes will not be utilized to fund the County Usage Fee for the County Departments.

5. License

5.1 COUNTY shall hold and maintain a current Federal Communications Commission License to operate the Radio System and operate the Radio System. Further, all use of the shared channels/talk groups is subject to the COUNTY'S control. Each USER confirms that it would be eligible for separate authorization and licensing from the FCC and is, therefore, eligible to use the Radio System.

6. Agreement Terms and Termination

6.1 This IGA shall commence upon the Effective Date provided above and shall continue until December 31, 2016 (Initial Term). Unless written notice is provided not less than 30 days prior to the expiration of the Initial Term or the IGA is terminated earlier as provided herein, this IGA shall automatically renew for consecutive one year terms until terminated by either party by providing at least thirty (30) days written notice to the other party prior to the commencement of any subsequent renewal term; provided that the term of this IGA shall in no event exceed fifty (50) years beginning on the Effective Date.

6.2 [INTENTIONALLY OMITTED]

6.3 In the event of a default by the USER, the COUNTY shall provide written notice to the USER of the default, and provide the USER a reasonable period to cure such default. All defaults shall be cured in no more than thirty (30) days; provided that the COUNTY may grant the USER additional time to cure the default at its sole discretion. Subject to the terms of this IGA, the COUNTY may elect to terminate this IGA for cause immediately upon expiration of the cure period if the default is not remedied in the cure period specified. For the purposes of this Paragraph, a default or cause for termination shall include but not be limited to non-payment of any monies owed to the COUNTY under this IGA irrespective of any position taken by USER

to justify non-payment and/or breach or violation of any of the terms or provisions of this IGA by USER. USER shall be responsible for all monthly Usage Fees incurred up to and including the effective date of termination.

6.4 The USER shall have the right to terminate this IGA in the event that the COUNTY defaults on its obligations under this IGA. The USER shall provide written notice to the COUNTY of any COUNTY default and provide the COUNTY with reasonable time to cure the default, not to exceed thirty (30) days. Subject to the terms of this IGA, the USER may elect to terminate this IGA if the default is not remedied within the cure period specified.

6.5 The COUNTY and USER reserve all available remedies afforded by law to enforce any term or condition of this IGA.

7. Warranties

7.1 COUNTY makes no express or implied representation or warranties with respect to the Radio System or Assigned Units, including without limitation, any warranty as to the merchantability or fitness for a particular purpose. COUNTY shall not be responsible for USER's costs or damages related to USER's access to or use of the Radio System. The Assigned Units may be covered by a warranty from Motorola for a limited period of time, and the COUNTY will make reasonable efforts to assist the USER making claims under that warranty; provided that the COUNTY is in no way responsible for the issues related to Assigned Units and shall not be responsible for any maintenance or other costs associated with the Assigned Units or additional equipment purchased by the USER.

8. Indemnification; Hold Harmless

8.1 To the extent, if any, allowed by law, USER shall defend, indemnify and hold harmless the COUNTY and the COUNTY'S elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents and volunteers (individually an "Indemnified County Party" and collectively the "Indemnified County Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to attorney's fees and costs of defense ("Liabilities"), which may arise from or be the result of USER's use of the Radio System or Assigned Units, or operations by the USER, any USER contractor, anyone directly or indirectly employed by the USER or USER contractor or anyone for whose acts the USER or USER contractor may be liable. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified County Party. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against an Indemnified County Party, by any employee of the USER, its contractor, anyone directly or indirectly employed by the USER or USER contractor or anyone for whose acts the USER or USER contractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the USER or any USER contractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This

obligation to indemnify, defend, and hold harmless the Indemnified County Party(ies) shall survive expiration or termination of this IGA, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this IGA.

8.2 To the extent, if any, allowed by law, COUNTY shall each defend, indemnify and hold harmless the USER and USER'S elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents and volunteers (individually an "Indemnified User Party" and collectively the "Indemnified User Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to attorney's fees and costs of defense ("Liabilities"), which may arise from or be the result of operations by the COUNTY, any COUNTY contractor, anyone directly or indirectly employed by the COUNTY or COUNTY contractor or anyone for whose acts the COUNTY or COUNTY contractor may be liable. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified User Party. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against an Indemnified User Party, by any employee of the COUNTY, its contractor, anyone directly or indirectly employed by the COUNTY or COUNTY contractor or anyone for whose acts the COUNTY or COUNTY contractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the COUNTY or any COUNTY contractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the Indemnified User Party(ies) shall survive expiration or termination of this IGA, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this IGA.

9. Insurance

9.1 The COUNTY and USER shall each have and maintain during the term of this IGA commercially reasonable insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with its (respective) performance of this IGA. All policies shall be subject to approval by the COUNTY, which approval shall be provided in the COUNTY's sole discretion.

10. Assignment

10.1 Neither party shall assign any right or obligation under this IGA without the other party's prior written consent.

11. Force Majeure

11.1 Neither party, nor their respective employees or agents, shall be liable for its respective non-negligent or non-willful failure to perform (or cure a failure to perform) any of its respective duties or obligations under this IGA or for any delay in such performance due to: (a) any cause beyond its respective reasonable control; (b) any act of God; (c) except as otherwise provided in this IGA, any change in applicable governmental rules or regulations rendering the performance

of any portion of this IGA legally impossible, which change shall not include any mandate(s) with which the USER must comply, which, in the event of non-compliance, may result in termination of this IGA in the COUNTY's sole discretion; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute; (f) delay or failure to act by any governmental or military authority other than the government entity claiming a force majeure under this paragraph; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

12. Entire Agreement

12.1 This IGA, and the Exhibits hereto which are incorporated herein by this reference, constitute the entire agreement and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this IGA. No other agreement, statement or promise relating to the subject matter of this IGA not contained in this IGA shall be valid or binding. This IGA may be modified or amended only by a written instrument signed by a duly authorized representative of each of the parties. The terms of this IGA shall prevail notwithstanding any variance with the terms and conditions of any invoice, purchase orders or any other such document subsequently submitted by either party hereunder. The parties acknowledge that this IGA, as it may be amended as provided herein, shall be incorporated as part of any Service Delivery Strategy Agreement entered into between the parties subsequent to the date of this IGA.

13. No Joint Venture

13.1 The parties hereto agree that nothing contained within this IGA can be or should be construed as creating a joint venture or partnership between the parties.

14. Public Procurement Requirements

14.1 The parties agree that any procurement related to this IGA will be done in full compliance with all public works bidding requirements of the State of Georgia.

15. Authority

15.1 Each of the individuals executing this IGA on behalf of his or her respective party agrees and represents to the other party that he or she is authorized to do so and further agrees and represents that this IGA has been duly passed upon by the required governmental agency or board in accordance with all applicable laws and spread upon the minutes thereof. The parties hereto agree that this IGA is an intergovernmental contract, and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

16. Records

16.1 Each party shall maintain records relating to matters covered by this IGA as required by Georgia law. Such records shall be maintained for at least a period of three years following the termination of this IGA.

17. Interpretation

17.1 The parties hereto have cooperated in the preparation of this IGA, and hence, it shall not be interpreted or construed against or in favor of either party by virtue of identity, interest, or affiliation of its preparer.

18. Notice

18.1 All notices, requests, demands, writings, or correspondence, as required by this IGA, shall be 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 party at the addresses given below, or at a substitute address previously furnished to the other party by written notice in accordance herewith:

NOTICE TO THE COUNTY shall be sent to:

County Manager
Barrow County Board of Commissioners
30 N. Broad Street
Winder, GA 30680

NOTICE TO THE USER shall be sent to:

MAYOR
CITY OF WINDER
P.O. Box 566
WINDER, GA 30680

19. No Third Party Rights

19.1 This IGA 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 IGA to maintain an action pursuant to the terms or provisions of this IGA.

20. Waiver

20.1 No failure by either party to enforce any right or power granted under this IGA, or to insist upon strict compliance with this IGA, and no custom or practice at variance with the terms and conditions of this IGA shall constitute a general waiver of any future breach or default or affect either party's right to demand exact and strict compliance with the terms and conditions of this IGA. Further, no express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

21. Successors and Assigns

21.1 Subject to the provision of this IGA regarding assignment, this IGA shall be binding on the heirs, executors, administrators, successors and assigns of the respective parties, provided that no party may assign this IGA without prior written approval of the other party.

22. Governing Law, Disputes and Venue.

22.1 This IGA shall be governed by and construed in accordance with the laws of the State of Georgia. If any disputes or issues arise in connection with this IGA which cannot be resolved amicably, then either party shall have the right to request the other party participate in non-binding mediation. Any resulting mediation shall be purely voluntary. If both parties agree to mediate, the mediator shall be mutually agreed upon, and the costs of the mediator shall be shared equally between the parties. In the event there is no request for mediation, mediation is not jointly agreed upon, or mediation efforts fail, then any dispute or issues shall be resolved through litigation. If any action at law or in equity is brought to enforce or interpret the provisions of this IGA, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this IGA shall be brought in the Superior Court of Barrow County, Georgia or the Northern District of Georgia, Gainesville Division, as applicable.

23. Captions and Severability

23.1 The caption or headnote on articles or sections of this IGA are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this IGA nor in any way affect this IGA. Should any article(s) or section(s), or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of the IGA should be severed, and the remainder of this IGA shall remain in full force and effect to the extent possible, as the parties declare they would have agreed to the remaining parts of this IGA if they had known that the severed provisions or portions thereof would be determined illegal, invalid or unenforceable.

24. E-Verify and Title VI

24.1 The parties agree that they will comply with all applicable E-Verify and Title VI requirements, and any contracts let related to this IGA shall contain all required E-verify and Title VI requirements under applicable law.

25. Counterparts.

25.1 This IGA may be executed in multiple counterparts, and each counterpart shall be considered an original.

IN WITNESS WHEREOF, the parties hereto have caused this IGA to be executed by duly authorized representatives as of the date of their signatures.

[SIGNATURES ON FOLLOWING PAGE]



COUNTY: BARROW COUNTY

Pat Graham

By: Pat Graham

Its: Chairman

Date: August 25, 2015

[COUNTY SEAL]



Attest: *Danielle Austin*

Its: County Clerk

USER: CITY OF WINDER, GEORGIA

David Maynard

By: DAVID MAYNARD

Its: MAYOR

Date: OCTOBER 15, 2015

[CITY SEAL]



Attest: *A. J. ...*

Its: City Clerk

DM

Subscriber Model

City/County Agency	# of Subscribers	Moblil/Parabli	Year 1		Year 2		Year 3		Year 4		Year 5		Year 6		% of total
			% of total	Shared Cost	Per Radio Cost	% of total	Shared Cost	Per Radio Cost	% of total	Shared Cost	Per Radio Cost	% of total	Shared Cost	Per Radio Cost	
Barrow County				\$26,200	\$215,845	\$195,090	\$198,230	\$201,455	\$430,687						
BC Fire/EMS	29	51	13.46%	\$5,526	\$29,052	\$28.15	\$25.44	\$26,256	\$26,679	\$25.85	\$26.27	\$27,113	\$26.27	\$27,964	13.46%
BC Sheriff	0	5	2.50%	\$656	\$5,405	\$28.15	\$25.44	\$4,885	\$4,964	\$25.85	\$26.27	\$5,044	\$26.27	\$5,174	2.50%
BC Roads & Bridges	80	188	42.10%	\$11,029	\$90,873	\$28.15	\$25.44	\$88,127	\$83,449	\$25.85	\$26.27	\$84,807	\$26.27	\$180,306	42.10%
BC Parks & Rec	0	0	0.00%	\$1,230	\$10,135	\$28.15	\$25.44	\$9,159	\$9,807	\$25.85	\$26.27	\$9,458	\$26.27	\$20,220	4.69%
BC Water	0	0	0.00%	\$246	\$2,027	\$28.15	\$25.44	\$1,832	\$1,861	\$25.85	\$26.27	\$1,892	\$26.27	\$4,044	0.00%
BC Tax Assessor	0	0	0.00%	\$0	\$0	\$28.15	\$25.44	\$0	\$0	\$25.85	\$26.27	\$0	\$26.27	\$0	0.00%
Winder Fire	10	90	6.57%	\$1,722	\$14,188	\$28.15	\$25.44	\$12,823	\$13,029	\$25.85	\$26.27	\$13,241	\$26.27	\$28,308	6.57%
Winder PD	49	51	15.81%	\$4,141	\$34,120	\$28.15	\$25.44	\$30,836	\$31,932	\$25.85	\$26.27	\$31,842	\$26.27	\$68,074	15.81%
Winder Water	0	0	0.00%	\$0	\$0	\$28.15	\$25.44	\$0	\$0	\$25.85	\$26.27	\$0	\$26.27	\$0	0.00%
Winder Gas	0	0	0.00%	\$0	\$0	\$28.15	\$25.44	\$0	\$0	\$25.85	\$26.27	\$0	\$26.27	\$0	0.00%
Winder Streets	0	0	0.00%	\$0	\$0	\$28.15	\$25.44	\$0	\$0	\$25.85	\$26.27	\$0	\$26.27	\$0	0.00%
Auburn PD	17	18	5.63%	\$1,476	\$12,161	\$28.15	\$25.44	\$10,991	\$11,168	\$25.85	\$26.27	\$11,350	\$26.27	\$24,264	5.63%
Auburn Public Works	0	0	0.00%	\$0	\$0	\$28.15	\$25.44	\$0	\$0	\$25.85	\$26.27	\$0	\$26.27	\$0	0.00%
Statham PD	7	12	3.13%	\$820	\$6,756	\$28.15	\$25.44	\$6,106	\$6,204	\$25.85	\$26.27	\$6,305	\$26.27	\$13,480	3.13%
Statham Public Works	0	0	0.00%	\$0	\$0	\$28.15	\$25.44	\$0	\$0	\$25.85	\$26.27	\$0	\$26.27	\$0	0.00%
Carl PD	1	1	0.31%	\$82	\$676	\$28.15	\$25.44	\$611	\$620	\$25.85	\$26.27	\$631	\$26.27	\$1,348	0.31%
Animal Control	7	5	2.03%	\$533	\$4,392	\$28.15	\$25.44	\$3,969	\$4,033	\$25.85	\$26.27	\$4,098	\$26.27	\$8,762	2.03%
Coroner	0	3	0.47%	\$123	\$1,013	\$28.15	\$25.44	\$916	\$931	\$25.85	\$26.27	\$946	\$26.27	\$2,022	0.47%
BCES Special Events	0	15	2.35%	\$615	\$5,067	\$28.15	\$25.44	\$4,580	\$4,653	\$25.85	\$26.27	\$4,729	\$26.27	\$10,110	2.35%
Totals	222	993	639												639

City/County Agency	# of Subscribers	Moblil/Parabli	Year 1		Year 2		Year 3		Year 4		Year 5		Year 6		% of total
			% of total	Shared Cost	Per Radio Cost	% of total	Shared Cost	Per Radio Cost	% of total	Shared Cost	Per Radio Cost	% of total	Shared Cost	Per Radio Cost	
Barrow County Total				\$26,200	\$215,845	\$195,090	\$198,230	\$201,455	\$430,687						
Winder County Total															
Auburn County Total															
Statham County Total															
Carl County Total															
Other Total															
Yearly Estimated Totals															
Barrow County Total				\$26,200	\$215,845	\$195,090	\$198,230	\$201,455	\$430,687						
Winder County Total															
Auburn County Total															
Statham County Total															
Carl County Total															
Other Total															
Yearly Estimated Totals															
Barrow County Total				\$26,200	\$215,845	\$195,090	\$198,230	\$201,455	\$430,687						
Winder County Total															
Auburn County Total															
Statham County Total															
Carl County Total															
Other Total															
Yearly Estimated Totals															
Barrow County Total				\$26,200	\$215,845	\$195,090	\$198,230	\$201,455	\$430,687						
Winder County Total															
Auburn County Total															
Statham County Total															
Carl County Total															
Other Total															
Yearly Estimated Totals															
Barrow County Total				\$26,200	\$215,845	\$195,090	\$198,230	\$201,455	\$430,687						
Winder County Total															
Auburn County Total															
Statham County Total															
Carl County Total															
Other Total															
Yearly Estimated Totals															

Per Ratio Cost	% of total	Shared Cost Year 7		Per Ratio Cost	% of total	Shared Cost Year 8		Per Ratio Cost	% of total	Shared Cost Year 9		Per Ratio Cost	% of total	Shared Cost Year 10		Per Ratio Cost
		Year 7	Year 8			Year 8	Year 9			Year 9	Year 10			Year 10		
		\$439,160	\$446,233			\$455,692	\$464,359									
\$56.17	13.46%	\$59,104	\$60,056	\$58.19	13.46%	\$61,329	\$62,496	\$59.43	13.46%	\$61,329	\$62,496	\$59.43	13.46%	\$61,329	\$62,496	\$60.56
\$56.17	2.50%	\$10,996	\$11,175	\$58.19	2.50%	\$11,410	\$11,627	\$59.43	2.50%	\$11,410	\$11,627	\$59.43	2.50%	\$11,410	\$11,627	\$60.56
\$56.17	42.10%	\$184,873	\$187,851	\$58.19	42.10%	\$191,833	\$195,481	\$59.43	42.10%	\$191,833	\$195,481	\$59.43	42.10%	\$191,833	\$195,481	\$60.56
\$56.17	4.69%	\$20,618	\$20,950	\$58.19	4.69%	\$21,394	\$21,801	\$59.43	4.69%	\$21,394	\$21,801	\$59.43	4.69%	\$21,394	\$21,801	\$60.56
#DIV/0!	0.00%	\$0	\$0	#DIV/0!	0.00%	\$0	\$0	#DIV/0!	0.00%	\$0	\$0	#DIV/0!	0.00%	\$0	\$0	#DIV/0!
\$56.17	0.94%	\$4,124	\$4,190	\$58.19	0.94%	\$4,279	\$4,360	\$59.43	0.94%	\$4,279	\$4,360	\$59.43	0.94%	\$4,279	\$4,360	\$60.56
#DIV/0!	0.00%	\$0	\$0	#DIV/0!	0.00%	\$0	\$0	#DIV/0!	0.00%	\$0	\$0	#DIV/0!	0.00%	\$0	\$0	#DIV/0!
\$56.17	6.57%	\$28,865	\$29,330	\$58.19	6.57%	\$29,952	\$30,521	\$59.43	6.57%	\$29,952	\$30,521	\$59.43	6.57%	\$29,952	\$30,521	\$60.56
\$56.17	15.81%	\$69,413	\$70,531	\$58.19	15.81%	\$72,026	\$73,396	\$59.43	15.81%	\$72,026	\$73,396	\$59.43	15.81%	\$72,026	\$73,396	\$60.56
#DIV/0!	0.00%	\$0	\$0	#DIV/0!	0.00%	\$0	\$0	#DIV/0!	0.00%	\$0	\$0	#DIV/0!	0.00%	\$0	\$0	#DIV/0!
#DIV/0!	0.00%	\$0	\$0	#DIV/0!	0.00%	\$0	\$0	#DIV/0!	0.00%	\$0	\$0	#DIV/0!	0.00%	\$0	\$0	#DIV/0!
#DIV/0!	0.00%	\$0	\$0	#DIV/0!	0.00%	\$0	\$0	#DIV/0!	0.00%	\$0	\$0	#DIV/0!	0.00%	\$0	\$0	#DIV/0!
\$56.17	5.63%	\$24,741	\$25,140	\$58.19	5.63%	\$25,673	\$26,161	\$59.43	5.63%	\$25,673	\$26,161	\$59.43	5.63%	\$25,673	\$26,161	\$60.56
#DIV/0!	0.00%	\$0	\$0	#DIV/0!	0.00%	\$0	\$0	#DIV/0!	0.00%	\$0	\$0	#DIV/0!	0.00%	\$0	\$0	#DIV/0!
\$56.17	3.13%	\$13,745	\$13,967	\$58.19	3.13%	\$14,263	\$14,534	\$59.43	3.13%	\$14,263	\$14,534	\$59.43	3.13%	\$14,263	\$14,534	\$60.56
#DIV/0!	0.00%	\$0	\$0	#DIV/0!	0.00%	\$0	\$0	#DIV/0!	0.00%	\$0	\$0	#DIV/0!	0.00%	\$0	\$0	#DIV/0!
\$56.17	0.31%	\$1,375	\$1,397	\$58.19	0.31%	\$1,426	\$1,453	\$59.43	0.31%	\$1,426	\$1,453	\$59.43	0.31%	\$1,426	\$1,453	\$60.56
\$56.17	2.03%	\$8,994	\$9,078	\$58.19	2.03%	\$9,271	\$9,447	\$59.43	2.03%	\$9,271	\$9,447	\$59.43	2.03%	\$9,271	\$9,447	\$60.56
\$56.17	0.47%	\$2,062	\$2,095	\$58.19	0.47%	\$2,139	\$2,180	\$59.43	0.47%	\$2,139	\$2,180	\$59.43	0.47%	\$2,139	\$2,180	\$60.56
\$56.17	2.35%	\$10,309	\$10,475	\$58.19	2.35%	\$10,697	\$10,900	\$59.43	2.35%	\$10,697	\$10,900	\$59.43	2.35%	\$10,697	\$10,900	\$60.56
	639				639				639				719			

Yearly Estimated Totals		Yearly Estimated Totals		Yearly Estimated Totals		Yearly Estimated Totals	
Barrow County Total	Winder Total	Barrow County Total	Winder Total	Barrow County Total	Winder Total	Barrow County Total	Winder Total
\$279,715	\$98,278	\$284,220	\$99,861	\$290,245	\$101,978	\$295,765	\$103,918
\$24,741	\$24,741	\$25,140	\$25,140	\$25,673	\$25,673	\$26,161	\$26,161
\$13,745	\$13,745	\$13,967	\$13,967	\$14,263	\$14,263	\$14,534	\$14,534
\$1,375	\$1,375	\$1,397	\$1,397	\$1,426	\$1,426	\$1,453	\$1,453
\$21,305	\$21,305	\$21,648	\$21,648	\$22,107	\$22,107	\$22,528	\$22,528

BR

**AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF
700 MHZ P25 PHASE II RADIO SYSTEM ACCESS
FOR PUBLIC SAFETY AND PUBLIC SERVICE RADIO COMMUNICATION
AND USE OF CERTAIN RADIO EQUIPMENT**

This Amendment (the "Amendment") is made by City of Winder and Barrow County, Parties to the agreement Intergovernmental Agreement for the Provision of 700 Mhz P25 Phase II Radio System Access for Public Safety and Public Service Radio Communications and use of Certain Radio Equipment dated October 15, 2015 (the Agreement").


The Agreement is amended as follows:

3.1 COUNTY hereby grants USER a revocable license to use **149 (6/4/18)** subscriber units (which include the Assigned Units as well as any additional mobile, portable, and control station units purchased by USER and approved by COUNTY, as described herein, to access the Radio System) on the Radio System during the term of this IGA ("Authorized Subscriber Units"). USER agrees to limit the number of all subscriber units to the number of Authorized Subscriber Units provided for herein.

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

City of Winder

Barrow County

By: 
Printed Name: Jim Fullington
Title: Chief
Dated: June 6, 2018

By: _____
Printed Name: _____
Title: _____
Dated _____



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: County Coroner

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.

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.).

Local Government or Authority	Funding Method
Barrow County	General Funds, SPLOST, Grants, and Bonds

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

Funding sources have been clarified.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
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: 12/03/2024

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: County Indigent Defense and Public Defender

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.

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.).

Local Government or Authority	Funding Method
Barrow County	General Funds, User Fees, Grants, Donations

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

Barrow County is a member of the three-county Piedmont Judicial Circuit and services are available to citizens of Barrow County that qualify for assistance.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Indigent Defense Services	Georgia Public Defender Council, Circuit Public Defender Office of the Piedmont Judicial Circuit, and the governing authorities of Barrow, Banks, and Jackson Counties	01/01/18 - Annual Renewal

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: 11/1/2024

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:

GEORGIA INDIGENT DEFENSE SERVICES AGREEMENT

THIS AGREEMENT is entered into the 19th day of September 2017, among the Georgia Public Defender Council (herein referred to as GPDC), the Circuit Public Defender Office of Piedmont Judicial Circuit (herein referred to as "the Public Defender Office"), and the governing authorities of **Banks, Barrow, and Jackson Counties**, bodies politic and subdivisions of the State of Georgia (herein referred to as "the Counties"). This agreement is effective January 1, 2018.

WITNESSETH:

WHEREAS, GPDC, the Public Defender Office, and the Counties enter into this agreement to implement the provisions of the Georgia Indigent Defense Act of 2003, as amended; and

WHEREAS, GPDC is existing under the laws of the State of Georgia; and

WHEREAS, the Public Defender Office is existing under the laws of the State of Georgia and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other entities; and

WHEREAS, GPDC is the fiscal officer for the Public Defender Office; and

WHEREAS, the Counties are a body politic, existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other political entities; and

WHEREAS, it is the intent of the parties to this agreement to provide for the operation of an indigent defense system to assure adequate and effective legal representation is provided, independent of political considerations or private interests, to indigent defendants in criminal cases consistent with the standards adopted by GPDC. This system and this agreement include the following:

- 1) The provision by the Public Defender Office of the statutorily required services to the Counties;
- 2) The provision by the Counties of their pro rata share of the costs of appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner;
- 3) Optional provisions; and
- 4) The provision for other matters necessary to carry out this agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in the agreement and for Ten Dollars (\$10) and other good and valuable consideration, IT IS AGREED AS FOLLOWS:

SCANNED
[Signature]
3/27/18

ARTICLE 1

STATUTORY PERSONNEL

Section 1.01 Statutory Staffing. The Public Defender Office agrees to provide for the Piedmont Judicial Circuit full-time staff for a circuit public defender office or offices consisting of a circuit public defender; an assistant public defender for each superior court judge authorized for the circuit, excluding the chief judge and senior judges; an investigator; and 2 additional persons to perform administrative, clerical or paraprofessional services.

Section 1.02 Statutory Services. The Public Defender Office agrees to provide representation to indigent defendants in the following cases:

- 1) Felony and misdemeanor cases prosecuted in the Superior Courts of Banks, Barrow, and Jackson Counties under the laws of the State of Georgia in which there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged;
- 2) Hearings in the Superiors Courts of Banks, Barrow, and Jackson Counties on a revocation of probation;
- 3) Cases prosecuted in the Juvenile Courts of Banks, Barrow, and Jackson Counties in which a child may face a disposition in a delinquency case of confinement, commitment or probation; and
- 4) Direct appeals from decisions in cases described in (1), (2), and (3) above.

Section 1.03 Conflicts. The GPDC agrees to provide for legal representation by an attorney who is not an employee of the Public Defender Office in cases described in Section 1.02 in which the Public Defender Office has a conflict of interest.

ARTICLE 2

PROVISION BY THE COUNTIES OF THEIR PRO RATA SHARE OF THE COSTS OF APPROPRIATE OFFICES, UTILITIES, TELEPHONE EXPENSES, MATERIALS, AND SUPPLIES AS MAY BE NECESSARY TO EQUIP, MAINTAIN, AND FURNISH THE OFFICE OR OFFICES OF THE CIRCUIT PUBLIC DEFENDER.

Section 2.01 Office Expenses. The Counties agree to continue to provide the currently-provided office spaces (or their equivalent), to continue to provide telephone service and utilities, and to pay their pro rata shares of the budget provided in Attachment A, which is the budget for appropriate offices, utilities, telephone expenses, materials, and supplies to equip, maintain, and furnish the office or offices of the Public Defender Office plus a 5% administration fee to GPDC. The 5% administration fee is determined by the total amount of each County's pro rata share of the operating expenses. Attachment A is incorporated into this agreement by reference. The Counties agree to pay in monthly installments by the first of each month to GPDC.

Section 2.02 Administration of office expenses. GPDC agrees to be the fiscal agent for the administration of office expenses. GPDC will process and mail checks in payment of invoices approved by the Circuit Public Defender, drawn on those County funds made payable to vendors at the addresses shown on the invoices. "Payment" for purposes of this agreement means preparation of a check by GPDC in its normal course and procedure and its mailing in properly addresses envelope with sufficient postage by deposit into the United States Mail.

Section 2.03 Procedure for payment. The County or the Public Defender Office, or both, will make purchases and enter into financial obligations for office expenses. Upon approval by the Circuit Public Defender, an invoice will be transmitted to GPDC. GPDC shall pay the amount stated on the invoice with funds provided by the Counties for the purpose of paying for such expenses. The payment of the office expenses under this agreement will be paid only out of County funds supplied to GPDC for the sole purpose of paying for office expenses.

Section 2.04 Responsibility. The Counties will deliver funds to GPDC at their own risk until receipt is acknowledged by GPDC. GPDC's sole duty with regard to County funds, other than their proper expenditure, will be their deposit into a state depository demand account. Interest, if any, will accrue to the general fund of the state treasury. GPDC bears responsibility for properly remitting payment for invoices approved by the Circuit Public Defender provided sufficient from the Counties exist. The Counties bear the legal responsibility for any claim that arises from the GPDC's inability to remit payment due to insufficient funds for said office expenses.

Section 2.05 Limitation of liability. Under no circumstances shall GPDC be obligated to pay for the office expenses out of funds other than those provided by the County for that purpose. Without limiting the foregoing, GPDC is not obligated to pay for office expenses out of state funds or other funds available to GPDC. GPDC undertakes only to receive funds from the Counties and to process and mail checks in payment of invoices approved by the Circuit Public Defender. GPDC shall have no further legal obligation in any circumstance or event beyond the amount of funds received from the Counties for the purpose of paying for office expenses under this agreement. In the event that GPDC fails to make payment on an invoice that has been properly processed and county funds are available, the exclusive remedy for any tort claim against GPDC will be the Georgia Tort Claims Act.

Section 2.06 Taxes. The Counties will pay all taxes lawfully imposed upon them with respect to the office expenses. GPDC makes no representation whatsoever as to the liability or exemption from liability of the Counties to any tax imposed by any governmental entity.

ARTICLE 3

OPTIONAL PROVISIONS

Section 3.01 Additional County-Funded Personnel. Based on the needs of the Piedmont Judicial Circuit, the Counties agree to fund a pro rata share of additional attorney and support positions. These are in addition to the positions described in Article 1 and Section 3.01 above. These positions will be funded by the Counties as shown in Exhibit B, attached hereto, and will be administered by GPDC as contemplated in OCGA § 17-12-32.

ARTICLE 4

MISCELLANEOUS

Section 4.01 Term. The term of this agreement is 12 months beginning January 1, 2018 and ending December 31, 2018.

Section 4.02 Maintenance of effort. The Counties agree that they will continue to fund indigent defense for the term of this agreement, at a minimum, at the level of the most recent budgeted level of funding (the current fiscal year or the planned budget for the next fiscal year if that budget has already been developed) for indigent defense. As part of this support each county agrees to provide space, equipment and operating expenses necessary to effectively operate the Circuit Public Defender office.

Section 4.03 Severability. Any section, subsection, paragraph, term, condition, provision or other part (herein after collectively referred to as "part") of this agreement that is judged, held, found, or declared to voidable, void, invalid, illegal, or otherwise not fully enforceable shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this agreement shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect.

Section 4.04 Cooperation, dispute resolution and jurisdiction.

- (a) The Public Defender Office and the Counties acknowledge that this agreement may need to be revised periodically to address new or unforeseen matters.
- (b) Each party to this agreement agrees to cooperate with the other party to effectuate and carry out the intent of this agreement.
- (c) This agreement, and the rights and obligations of the parties, are governed by, and subject to and interpreted in accordance with the laws of the State of Georgia. The parties acknowledge and agree that by law, the exclusive jurisdiction for contract actions against the state, departments and agencies of the state, and state authorities is the Superior Court of Fulton County, Georgia. The Parties further acknowledge that the Fulton Superior Court has a court sponsored Arbitration and Mediation Program in which the Parties agree to fully participate.

Section 4.05 Notice. A notice to a party to this agreement shall be made in writing and shall be delivered by first class mail or personally to the person and at the address indicated below:

Circuit Public Defender Office of Piedmont
Judicial Circuit:
Donna Seagraves
Circuit Public Defender
5000 Jackson Parkway, Suite 270
Jefferson, GA 30549
706-387-6317

Governing Authority of Banks County:
Jimmy Hooper
Chairman, BOC
140 Hudson Ridge, Suite 1
Homer, GA 30547

Governing Authority of Barrow County:
Pat Graham
Chairman, BOC
233 East Broad Street
Winder, GA 30680

Governing Authority of Jackson County:
Tom Crow
Chairman, BOC
67 Athens Street
Jefferson, GA 30549

Georgia Public Defender Council
Bryan P. Tyson, Executive Director
104 Marietta Street
Suite 400
Atlanta, GA 30303

Section 4.06 Agreement modification. This agreement, including all attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter of this agreement and may be altered or amended only by a subsequent written agreement of equal dignity; provided, however, that the parties' representatives identified in Section 5.05 may agree in writing by an exchange of letter or emails prior to the budget revision becoming effective to budget revisions which do not increase or decrease the total dollar value of the agreement. This agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this agreement. No modifications may be made without prior notice to and approval from all parties to this agreement.

Section 4.07 Termination.

(a) **Due to non-availability of funds.** In the event that either the sources of reimbursement for services under this agreement (appropriations from the General Assembly of the State of Georgia, or appropriations from a County governing authority) is reduced during the term of this agreement, the Public Defender Office may make financial and other adjustments to this agreement and notify the Counties accordingly. An adjustment may be an agreement amendment or may be the termination of the agreement. The certification by the director of the Georgia Public Defender Council of the occurrence of reduction in State funds is conclusive. The certification of the occurrence of the occurrence of the reduction in County funds by the person named in Section 4.05 by the County to receive funds is conclusive. The Counties shall promptly notify the Public Defender Office in writing on the non-existence or insufficiency of funds and the date of termination. The Public Defender Office shall then immediately cease providing the services required hereunder except for any necessary winding down and transition services required under Section 4.08. In lieu of terminating this agreement, the Counties and the Public Defender Office may make financial and other adjustments to this agreement by amending it pursuant to Section 4.06.

(b) **For cause.** This agreement may be terminated for cause, in whole or in part, at any time by either party for failure by the other party to substantially perform any of its duties under this agreement, "Cause" means a breach or default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize). Should a party exercise its right to terminate this agreement under this subsection, the termination shall be accomplished in writing and specify the reason and the termination date. In the event of termination under this subsection of the Public Defender Office shall submit a final agreement expenditure report containing all charges incurred through and including the termination date to the Counties no later than 30 days after the effective date of written notice of termination and the County shall pay the amount within 15 days of the receipt of the final agreement expenditure report. Upon termination of this agreement, the Public Defender Office shall not incur any new obligations after the effective date of termination, except as required under Section 4.08. The above remedies contained in this subsection are in addition to any other remedies provided by law or the terms of this agreement.

(c) **For convenience.** This agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement shall give written notice of its intention to do so to the other party at least 60 days prior to the effective date of cancellation or termination.

(d) **Post-termination obligations.** After termination of this agreement pursuant to this Section, the Public Defender Office and the Counties agree to comply with the provisions of Section 4.08 (b).

Section 4.08 Cooperation in transition of services.

(a) **At the beginning of the agreement.** The Counties agree upon the beginning of this agreement to cooperate as requested by the Public Defender Office to effectuate the smooth and reasonable transition of services for existing clients, if applicable. This includes but is not limited to the payment for continuation of representation by current counsel where appropriate or required by law, court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the Public Defender Office client records.

(b) During or at the end of the agreement. The Public Defender Office agrees upon termination or expiration of this agreement, in whole or in part, for any reason to cooperate as requested by the Counties to effectuate the smooth and reasonable transition of services for existing clients. This includes but is not limited to the continuation of representation by Public Defender Office where appropriate or required by law, court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the County of the client records. The Counties shall compensate the Public Defender for all post-termination or post-expiration services under this subsection. The Public Defender Office shall submit a monthly expenditure report containing all charges incurred during the preceding month on or before the 5th day of each month. The Counties shall pay the amount due within 15 days of the receipt of the monthly expenditure report. This subsection survives the termination or expiration of this agreement.

(c) Statutory responsibility continuation. The Public Defender Office and the Counties acknowledge that both have responsibilities for indigent defense costs under the Georgia Indigent Defense Act of 2003, as amended and that the termination or expiration of this agreement does not relieve either party of their responsibility under the law.

Section 4.09 Advance of Funds. The parties agree that advances of funds cannot remain outstanding following agreement termination or expiration and will be reclaimed. The parties agree that upon termination of this agreement, for any reason, all unexpended and unobligated funds held by the parties revert to the party entitled to the funds. The parties agree to reconcile expenditures against advances of funds within 30 days of termination of this agreement,

Section 4.10 Time. Time is of the essence.

IN WITNESS WHEREOF, the parties have each here unto affixed their signatures the day and year first written above.

CIRCUIT PUBLIC DEFENDER OFFICE
PIEDMONT JUDICIAL CIRCUIT

By: Donna A. Seagraves (SEAL)
Donna A. Seagraves
Circuit Public Defender

ATTEST:
Lisa Hardigree (SEAL)

LISA HARDIGREE
NOTARY PUBLIC
JACKSON COUNTY, GEORGIA
Term Expires: February 6, 2021

BANKS COUNTY

By: Jimmy Hooper (SEAL)
Jimmy Hooper
Chairman, BOC

ATTEST:
[Signature] (SEAL)

BARROW COUNTY

By: Pat Graham (SEAL)
Pat Graham
Chairman, BOC

ATTEST:
Danielle Austin (SEAL)



JACKSON COUNTY

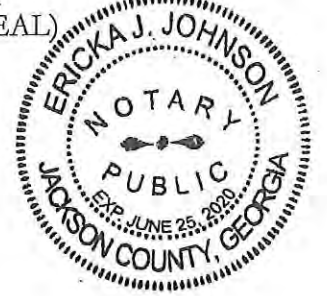
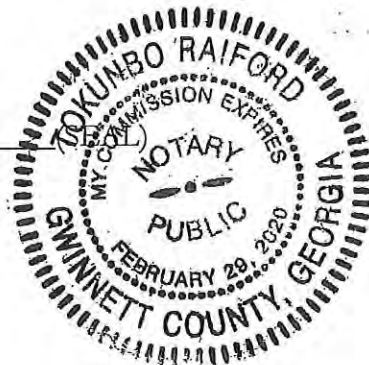
By: Tom Crow (SEAL)
Tom Crow
Chairman, BOC

ATTEST:
Erica Johnson (SEAL)

GEORGIA PUBLIC DEFENDER COUNCIL

By: Bryan P. Tyson (SEAL)
Bryan P. Tyson
Director

ATTEST:
Tokunbo Raiford



ATTACHMENT A

Non-Personnel
(office expenses, interpreters, transcripts, etc.)
Inclusive of 5% GPDSC fee)
(total prorated among counties)

Banks – 14%	8,540
Barrow – 45%	27,450
Jackson – 41%	<u>25,010</u>
Total	61,000

ATTACHMENT B

Personnel
(Inclusive of 5% GPDSC fee)

Banks – 14%	111,967
Barrow – 45%	359,894
Jackson – 41%	<u>421,953</u>
TOTAL	893,814

ATTACHMENT C

Totals
(Inclusive of 5% GPDSC fee)

Banks – 14%	120,507
(includes Juv. Ct. representation of children)	
Barrow – 45%	387,344
(includes Juv. Ct. representation of children)	
Jackson – 41% + 94,050	446,963
(includes Juv. Ct. representation of children & State Ct.)	



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: County Leisure Services - Parks, Recreation, and Senior Center

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.

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.).

Local Government or Authority	Funding Method
Barrow County	General Funds, User Fees, SPLOST, Grants, Donations, Impact Fees, and Bonds

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

On an annual basis, for those municipalities that do not have County-owned and operated recreational facilities within its municipal boundaries, the County will provide a payment to each such municipality based upon the County's net cost for providing recreational services and the percentage of the annual County budget derived from property taxes and the contribution made by each city based upon its individual M&O tax digest within the County. These payments will be paid on December 1st, commencing with the first payment on December 1, 2025.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
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?

Recreational program and service fees approved by the Board of Commissioners during the adoption of the respective annual budget.

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

Phone number: **770-867-8982** Date completed: 12/03/2024

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

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COUNTY: BARROW COUNTY

Service: County, State, and Federal Elections and Voter Registration

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.

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.).

Local Government or Authority	Funding Method
Barrow County	General Funds, User Fees, SPLOST, Grants

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

Barrow County conducts all County, State, and Federal Elections on a county-wide basis.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
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: 07/10/2024

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: Courts: 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.

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.).

Local Government or Authority	Funding Method
City of Auburn	General Fund, Fines, Fees
Town of Bethlehem	General Fund, Fines, Fees
Town of Braselton	General Fund, Fines, Fees
Town of Carl	General Fund, Fines, Fees
City of Statham	General Fund, Fines, Fees
City of Winder	General Fund, Fines, Fees, Grants

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

Barrow County no longer provides facilities for the operations of court and court proceedings of violations of municipal ordinances of 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:

Agreement Name	Contracting Parties	Effective and Ending Dates
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: 10/23/2024

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:



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: Courts: Superior, State, Probate, Juvenile, and Magistrate

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.

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.).

Local Government or Authority	Funding Method
Barrow County	General Funds, User Fees, SPLOST, Grants, Donations, and Bonds
State of Georgia	Budget Appropriation

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

OCGA Section 38-70-2 (5.2) was amended in 2004, removing from Service Delivery Strategy the Clerk of Superior Court and Probate Court Judge, their personnel, and the services provided by these Constitutional elected officials. Both the Superior and Juvenile Courts are divisions of the Georgia Court System and are members of the Piedmont Judicial Circuit, receiving funding from member counties within the Circuit which includes Barrow County. Magistrate Court and State Court services are provided County-wide by elected judges.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
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?

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

Phone number: **770-867-8982** Date completed: 12/03/2024

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:

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COUNTY: BARROW COUNTY

Service: *Detention Center: Sheriff*

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.

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.).

Local Government or Authority	Funding Method
Barrow County	General Funds, GO Bonds, Add on Fines, User Fees, Grants, SPLOST, Impact Fees, and Bonds
City of Auburn	General Funds, Fees, Fines
City of Bethlehem, Carl, Statham	General Funds, Fees, Fines
City of Winder	General Funds, Fees, Fines

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

OCGA Section 38-70-2 (5.2) was amended in 2004, removing Constitutional Officers from Service Delivery Strategy including the Sheriff, or the office, the personnel, and services provided by such elected official. By way of explanation, Barrow County Sheriff provides Detention Center services within the County for all County and State offenders and houses City offenders for the Cities of Bethlehem, Carl and Statham as needed for the City of Winder and City of Auburn pursuant to an IGA. For informational purposes only, it is noted that the City of Auburn and the Town of Braselton provide this service for their municipal offenders through an IGA with Gwinnett County.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Detention Center Agreement	Barrow County and the City of Winder	01/01/09 - Annual Renewal
	Barrow County and the City of Auburn	04/05/10 - Annual Renewal

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: 12/03/2024

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:

STATE OF GEORGIA
COUNTY OF BARROW

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of January, 2009, by and between the city of Winder, Georgia a municipal corporation located in Barrow County whose official address is 45 East Athens Street, Winder, Georgia, hereinafter referred to as the "city", and Barrow County, a political subdivision of the State of Georgia, by and through the Board of Commissioners of Barrow County, hereinafter referred to as the "county", whose official address is 30 North Broad Street, Winder, Georgia 30680, approve by Judson K. Smith in his official capacity as the duly elected sheriff of Barrow County, Georgia, hereinafter referred to as the "sheriff".

WHEREAS, Barrow County presently operates a detention facility for the detention of persons charged with and / or convicted of violations of criminal statutes of the State of Georgia and county ordinances, and

WHEREAS, in order to promote effective and efficient law enforcement in the aforesaid city and county and to avoid the duplication of services, the parties hereto have reached the agreement herein specified pursuant to the provisions of Article IX, Section III, paragraph 1 of the 1983 Constitution of the State of Georgia and O.C.G.A. 15-21-92;

NOW, THEREFORE, in consideration of the mutual promises and benefits accruing to each of the parties.

IT IS AGREED AS FOLLOW:

1. **SERVICES AND FACILITIES.** The County shall provide to the City of Winder services and facilities for the detention of persons charged with or convicted of violations of the municipal ordinances of the City of Winder and state offenses within the city limits, as hereinafter described, which services and facilities are to be substantially the same as utilized for the detention of persons charged with or convicted of violations of state statues and county ordinances.

2. **COMPENSATION.** In addition to the fines currently collected and effective on the date set forth hereinabove, the city shall impose an additional penalty of ten percent (10%) for any offense committed within the city pursuant to O.C.G.A. s 15-21-93. The city shall pay the county those sums so collected pursuant to imposition of this additional ten percent (10%) penalty. The county shall deposit said sums in a County Jail Fund, for constructing, operating and staffing the county jail, pursuant to O.C.G.A. § 15-21-95. The additional penalty provided for under this section shall be collected in the same manner as the peace officers annuity and benefit fund.

3. **MEDICAL CARE OF PRISONERS.** Emergency medical treatment for detainees and sentenced inmates and prisoners will be charged to the detainee or inmate to the extent allowed by law; however, in the event the detainee or inmate does not pay, the City will be responsible for the emergency medical care costs. The Sheriff's Office shall notify the city prior to taking any detainee or inmate for emergency medical treatment. This notice to the city shall be a pre-requisite to the city having an obligation to pay pursuant to this provision for emergency medical treatment. All detainees and sentenced inmates who require in-house, non-emergency medical care will receive said care with the cost charged to the detainee or inmate; however, in the event the detainee or inmate does not pay, the County will be responsible for the in-house, non-emergency medical care costs.

4. **PROCESSING OF DETAINEES.** The city shall comply with all procedures and policies of the Barrow County Sheriff's Department regarding the processing of persons to be detained in

the county detention facility. Said policies and procedures are attached hereto and incorporated by reference herein as Exhibit "A". Detention by the county of persons charged with violations of municipal ordinances shall be contingent upon the availability of space in the Barrow county detention facility, and the county shall be under no obligation to give the city any preference or priority in the detention of persons in the county detention facility. County agrees that no other municipality or contractor for inmate space shall have priority over city's need for space but that inmate space shall be on a first come first serve basis for all municipal and / or contractors for inmate space. If the detention facility reaches maximum capacity levels, the sheriff shall have the authority to issue a release on recognizance to any person detained / sentenced by the city upon telephone notification to the City Police Department. In lieu of such release, City Police shall retrieve such person within eight hours of notification by the sheriff or his appointed representative. The county further agrees to provide housing to city detainees / inmates on weekends if maximum capacity levels have not been reached.

5. **BONDING.** All city detainees will be transported by the city to the county jail. In order to avoid the duplication of services by the city and county, the county shall continue to oversee the bonding of city detainees as it does for county and state detainees. Only bonding agents approved by the Barrow County Sheriff may write bonds for detainees once they have been transported to Barrow County detention facility. The bonding agents shall write bonds for city detainees in the same manner and under the same conditions as they do for other detainees.

6. **TRANSPORTATION.** The city will be responsible for transporting all persons arrested and / or sentenced for a municipal offense to and from the county detention facility. The city will be responsible for scheduling pre-trial detainees for court. Notice must be given to county not less than three (3) hours prior to the pick up time. In an emergency medical situation, the county agrees to transport the detainees to and from the appropriate facility.

7. **EARLY RELEASE.** The city will participate in the county's early release program provided this program is ordered by the judge of the municipal court of the City of Winder.

8. **PROCEDURE.** Upon transporting a detainee / inmate to the jail, the city shall submit a signed order from the city's Municipal Court Judge or the defendant's copy of the citation, stating the name of the detainee / inmate, the charge and sentence (if applicable). Upon the presentation of such order or citation, the county shall accept the detainee / inmate at the county jail.

9. **FORMS.** City and county shall establish standard forms to be used to implement the provisions of this agreement.

10. **COMMUNICATION.** Notification of release, verification of sentences, fines paid or other action affecting the release or status of the detainee will be transmitted by facsimile or personally delivered by the city to the county.

11. **SCOPE OF AGREEMENT.** The provisions contained in this Agreement are applicable to municipal offenses and state offenses committed within the jurisdiction of the city. Municipal offenses are defined as and include:

- (a) all city offenses;
- (b) rules of the road violations including speeding and DUI;
- (c) misdemeanor shoplifting of less than \$300.00;
- (d) misdemeanor of possession of less than one ounce of marijuana; and
- (e) any other city ordinance described in a city lawful citation.

12. **CONTRACT TERM.** This agreement will be effective as of January 1, 2009 and shall run through December 31, 2009. This Agreement will automatically be renewed for a one year term beginning January 1, 2010 and for one year terms thereafter unless either party delivers written notice of non-renewal to the other party at least ninety (90) days prior to the expiration of the then-existing term, in which event this Agreement will terminate upon the expiration of the then-existing term.

13. **AMENDMENTS.** Any term of this contract may be amended by the written consent of both parties to this Agreement.

14. **SEVERABILITY.** Any provision hereof which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

15. **COUNTERPARTS.** This Agreement may be executed simultaneously in three or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. **HEADINGS.** All headings or paragraphs and sections and subparts thereof in this Agreement are inserted for convenience only and shall not modify or affect the construction or interpretation of any provision of this Agreement.

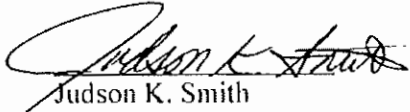
17. **ENTIRE AGREEMENT.** This Agreement and any exhibits, schedules and addenda delivered herewith represent the entire Agreement and understanding of the parties, and supersede all prior agreements, communications, understandings, negotiations, and discussions, whether oral or written, by and among the parties hereto, with respect to the county's housing of detainee / inmates and the city's payment for the housing of detainee / inmates.

18. **NON-WAIVER.** No delay or failure on the part of either party in exercising any right hereunder, and no partial or single exercise thereof, will constitute a waiver of such right or of any other right hereunder.

IN WITNESS WHEREOF, the parties hereto, by and through their appropriate representatives, have entered into this agreement and affixed their signature hereto, as set forth in duplicate originals.

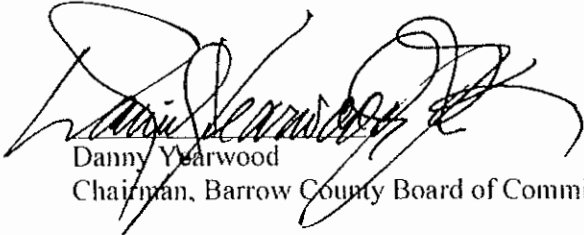
[SIGNATURES ON FOLLOWING PAGE]

FOR THE SHERIFF'S OFFICE



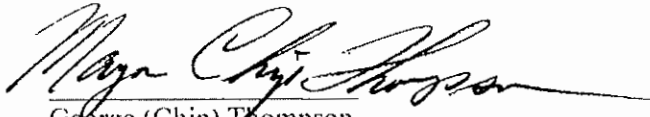
Judson K. Smith
Sheriff, Barrow County

FOR THE COUNTY

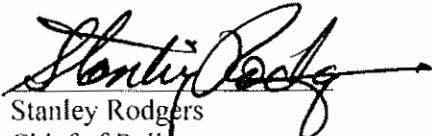


Danny Yearwood
Chairman, Barrow County Board of Commissioners

FOR THE CITY OF WINDER



George (Chip) Thompson
Mayor



Stanley Rodgers
Chief of Police

COPY

STATE OF GEORGIA
COUNTY OF BARROW

AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of April, 2010, by and between the City of Auburn, Georgia, a municipal corporation located in Barrow County whose official address is 1369 Fourth Avenue, Auburn, Georgia, 30011 hereinafter referred to as the "city" and Barrow County, a political subdivision of the State of Georgia, hereinafter referred to as the "county", whose official address is 30 N. Broad Street, Winder, Georgia 30680, approved by Judson K. Smith in his official capacity as the duly elected sheriff of Barrow County, Georgia, hereinafter referred to as the "sheriff".

WHEREAS, a Barrow County presently operates a detention facility for the detention of persons charged with and/or convicted of violations of criminal statutes of the State of Georgia and county ordinances, and

WHEREAS, in order to promote effective and efficient law enforcement in the aforesaid city and county and to avoid the duplication of services, the parties hereto have reached the agreement herein specified pursuant to the provision of Article IX, Section III, paragraph 1 of the 1983 Constitution of the State of Georgia and O.C.G.A. 15-21-92;

NOW, THEREFORE, in consideration of the mutual promises and benefits accruing to each of the parties.

IT IS AGREED AS FOLLOWS:

1. **SERVICES AND FACILITIES.** The County shall provide to the City of Auburn services and facilities for the detention of persons charged with or convicted of violations of the municipal ordinances of the City of Auburn and state offenses within the city limits, as hereinafter described, which services and facilities are to be substantially the same as utilized for the detention of persons charged with or convicted or violations of state statutes and county ordinances.

2. **COMPENSATION.** In addition to the fines currently collected and effective on the date set forth hereinabove, the city shall impose an additional penalty of ten percent (10%) for any offense committed within the city pursuant to O.C.G.A. s 15-21-93. The city shall pay the county those sums so collected pursuant to imposition of this additional ten percent (10%). The county shall deposit said sums in a County Jail Fund, for constructing, operating and staffing the county jail, pursuant to O.C.G.A. & 15-21-95. The additional penalty provided for under this section shall be collected in the same manner as the peace officers annuity and benefit fund.

3. **MEDICAL CARE OF PRISONERS.** Emergency medical treatment for detainees and sentenced inmates and prisoners will be charged to the detainee or inmate to the extent allowed by law; however, in the event the detainee or inmate does not pay, the city will be responsible for the emergency medical care costs. The Sheriff's Office shall notify the city prior to taking any detainee or inmate for emergency medical treatment. This notice to the city shall be a pre-requisite to the city having an obligation to pay pursuant to this provision for emergency medical treatment. All detainees and sentenced inmate who require in-house, non-emergency medical care will receive said care with the cost charged to the detainee or inmate; however, in the event the detainee or inmate does not pay, the County will be responsible for the in-house, non-emergency medical care costs.

4. **PROCESSING OF DETAINEES.** The city shall comply with all procedures and policies of the Barrow County Sheriff's Office regarding the processing of persons to be detained in the county detention facility. Said policies and procedures are attached hereto and incorporated by reference herein as Exhibit "A". Detention by the county of persons charged with violations of municipal ordinances shall be contingent upon the availability of space in the Barrow County detention facility, and the county shall be under no obligation to give the city and preference or priority in the detention of persons in the county detention facility. County agrees that no other municipality or contractor for Inmate space shall have priority over city's need for space but that Inmate space shall be on a first come first serve basis for all municipal and/or contractors for Inmate space. If the detention facility reaches maximum capacity levels, the sheriff shall have the authority to issue a release on recognizance to any person detained/sentenced by the city upon telephone notification to the City Police Department. In lieu of such release, City Police shall retrieve such person within eight hours of notification by the sheriff or his appointed representative. The county further agrees to provide housing to city detainees/inmates on weekends if maximum capacity levels have not been reached.
5. **BONDING.** All city detainees will be transported by the city to the county jail. In order to avoid the duplication of services by the city and county, the county shall continue to oversee the bonding of city detainees as it does for county and state detainees. Only bonding agents approved by the Barrow County Sheriff may write bonds for detainees once they have been transported to Barrow County Detention facility. The bonding agents shall write bonds for city detainees in the same manner and under the same conditions as they do for other detainees.
6. **TRANSPORTATION.** The city will be responsible for transporting all persons arrested and/or sentenced for a municipal offense to and from the county detention facility. They city will be responsible for scheduling pre-trial detainees for court. Notice must

be given to county not less than three (3) hours prior to the pick -up time. In an emergency medical situation, the county agrees to transport the detainees to and from the appropriate facility.

7. **EARLY RELEASE.** The city will participate in the county's early release program provided this program is ordered by the judge of the municipal court of the City of Auburn.
8. **PROCEDURE.** Upon transporting a detainee/inmate to the jail, they city shall submit a signed order from the city's Municipal Court Judge or the defendant's copy of the citation, stating the name of the detainee/inmate, the charge and sentence (if applicable). Upon the presentation of such order or citation, the county shall accept the detainee/inmate at the county jail.
9. **FORMS.** City and county shall establish standard forms to be used to implement the provisions of this agreement.
10. **COMMUNICATION.** Notification of release, verification of sentences, fines paid or other action affecting the release or status of the detainee will be transmitted by facsimile or personally delivered by the city to the county.
11. **SCOPE OF AGREEMENT.** The provisions contained in this Agreement are applicable to municipal offenses and state offenses committee within the jurisdiction of the city. Municipal offense are defined as and include:
 - a) All city offenses
 - b) Rules of the road violations including speeding and DUI.
 - c) Misdemeanor shoplifting of less than \$300.00
 - d) Misdemeanor of possession of less than one ounce of marijuana; and
 - e) Any other city ordinance described in a city lawful citation.

12. **CONTRACT TERM.** This agreement will be effective as of April 5, 2010 and shall run through April 5, 2011. This Agreement will automatically be renewed for a one year term beginning April 6, 2012 and for one year terms thereafter unless either party delivers written notice of non-renewal to the other party at least ninety (90) days prior to the expiration of the then-existing term, in which event this Agreement will terminate upon the expiration of the then-existing term.

13. **AMENDMENTS:** Any term of this contract may be amended by the written consent of both parties to this Agreement.

14. **SEVERABILITY.** Any provision hereof which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

15. **COUNTERPARTS.** This Agreement may be executed simultaneously in three or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

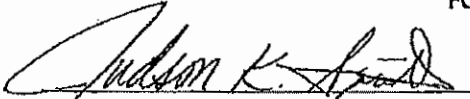
16. **HEADINGS.** All headings or paragraphs and sections and subparts thereof in the Agreement are inserted for convenience only and shall not modify or affect the construction or interpretation of any provision of this Agreement.

17. **ENTIRE AGREEMENT.** This Agreement and any exhibits, schedules and addenda delivered herewith represent the entire Agreement and understanding of the parties, and supersede all prior agreements, communications, understandings, negotiations, and discussions, whether oral or written, by and among the parties hereto, with respect to the county's housing of detainee/inmates and the city's payment for the housing of detainee/inmates.

18. **NON-WAIVER.** No delay or failure on the part of either party in exercising any right hereunder, and no partial or single exercise thereof, will constitute a waiver of such right or of any other right hereunder.

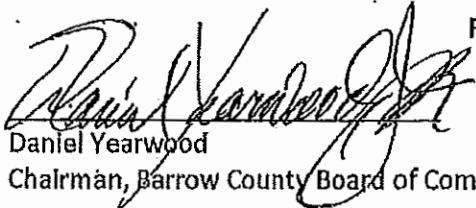
IN WITNESS WHEREOF, the parties hereto, by and through their appropriate representatives, have entered into this agreement and affixed their signature hereto, as set forth in duplicate originals.

FOR THE SHERIFF'S OFFICE


Judson K. Smith
Sheriff, Barrow County

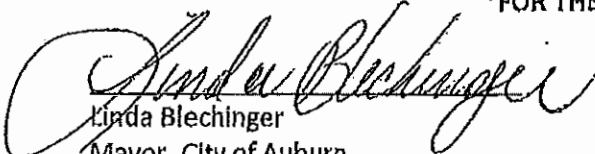
Date

FOR THE COUNTY

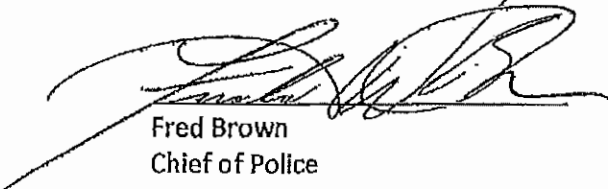

Daniel Yearwood
Chairman, Barrow County Board of Commissioners

Date

* FOR THE CITY OF AUBURN


Linda Blechinger
Mayor, City of Auburn

8-19-2010
Date


Fred Brown
Chief of Police

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: *Downtown Development Authority and Municipal Economic Development*

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.

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.).

Local Government or Authority	Funding Method
City of Auburn	General Fund, Fees, Grants, Donations, and Bonds
Town of Bethlehem	General Fund, Fees, Grants, Donations, and Bonds
Town of Braselton	General Fund, Fees, Grants, Donations, and Bonds
Town of Carl	General Fund, Fees, Grants, Donations, and Bonds
City of Statham	General Fund, Fees, Grants, Donations, and Bonds
City of Winder	General Fund, Fees, Grants, Donations, and Bonds

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

Municipalities may provide various economic development services and activities as a higher level of service.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
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: 12/03/2024

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: E-911 Communications: Public Safety Answering Point

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.

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.).

Local Government or Authority	Funding Method
Barrow County	Telephone Surcharge Fees (Special Revenue Account), General Fund, Grants

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

Barrow County provides county-wide emergency 9-1-1 communication services. The E911 Center, a division of Barrow County Emergency Services, receives and processes both emergency and non-emergency telephone calls and dispatches emergency personnel from the Sheriff's Office, City of Winder Police Department, City of Auburn Police Department, City of Statham Police Department, and State-licensed apparatus and personnel of Barrow County Emergency Services Department and the City of Winder Fire Department. Law enforcement calls received from within the Town of Braselton are transferred to Jackson County E-911 for processing.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
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**
 Phone number: **770-867-8982** Date completed: 07/10/2024

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: *Economic Development*

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-Braselton Joint Economic Development Authority**
- 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.

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.).

Local Government or Authority	Funding Method
Barrow-Braselton Joint Economic Development Authority	Special Revenue Fund derived from economic development activities

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

Economic development services are now provided by the Barrow-Braselton Joint Economic Development Authority.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
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: 07/10/2024

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

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COUNTY: BARROW COUNTY

Service: *Emergency Management*

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.

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.).

Local Government or Authority	Funding Method
Barrow County	General Funds, Grants, Donations, SPLOST, and Bonds

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

None.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
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?

Barrow County Local Emergency Operations Plan, updated 2020.

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

Phone number: **770-867-8982** Date completed: 12/03/2024

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

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COUNTY: BARROW COUNTY

Service: *Emergency Medical 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.): **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.

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.).

Local Government or Authority	Funding Method
Barrow County	General Fund, Fees, Grants, SPLOST, Donations, and Bonds

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

Under State-issued Ambulance Service License 007-005, Barrow County is the sole zone provider of Emergency Medical Services and provides such services at the Advanced Life Support (ALS) level to all of Barrow County to include its six municipalities.

The City of Winder and Barrow County agreed further that in exchange for Winder's dismissal/withdrawal of all pending lawsuits and claims in connection with EMS, including the withdrawal of its attorney's fees motion in Civil Action File Number 17-CV-00 1663 and the voluntary dismissal with prejudice of 2019-CV-318517 within 5 days of the approval of this form by both Winder and the County, the County has agreed to station an ALS ambulance within Winder city limits for the duration of the SDS Agreement.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
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?

Barrow County holds the Ambulance Service License (License Number 007-05) issued by the Georgia Department of Public Health, Office of Emergency Medical Services and Trauma.

7. Person completing form: **Srikanth Yamala, County Manager**
 Phone number: **770-867-8982** Date completed: 12/03/2024

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: *Engineering 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: **City of Auburn, Town of Braselton, 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.

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.).

Local Government or Authority	Funding Method
City of Auburn	General Fund, Utility Enterprise Funds, Grants, SPLOST, and Bonds
Town of Braselton	General Fund, Utility Enterprise Funds, Grants, SPLOST, and Bonds
City of Statham	General Fund, Utility Enterprise Funds, Grants, SPLOST, and Bonds
City of Winder	General Fund, Utility Enterprise Funds, Grants, SPLOST, and Bonds

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

The Engineering Services service area was not included in the previous service strategy arrangements. The municipalities of Auburn, Braselton, Statham and Winder will provide these services within their respective boundaries and utility service areas.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
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: 12/03/2024

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: 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.**

- 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.

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.).

Local Government or Authority	Funding Method
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 the 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:

Agreement Name	Contracting Parties	Effective and Ending Dates
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: 01/30/2025

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: *Geographic Information Services (GIS)*

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.): **Barrow County, City of Auburn, Town of Bethlehem, Town of Braselton, Town of Carl, City of Statham, and City of Winder**

- 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.

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.).

Local Government or Authority	Funding Method
Barrow County	Unincorporated Revenues - Building Permit/Inspection Fee, Business License and Occupation Tax, Development Fees, Alcoholic Beverage Tax
City of Auburn & Town of Bethlehem	General Fund, User Fees, Grants
Town of Braselton	General Fund, User Fees, Grants
Town of Carl	General Fund, User Fees, Grants
Cities of Statham and Winder	General Fund, User Fees, Grants, Enterprise Fund

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

Barrow County provides Geographic Information Services (GIS) services within the unincorporated areas and such services are funded through unincorporated revenues listed in Section 3. In accordance with the mandated use of the Uniform Chart of Accounts and GASB 54, effective July 1, 2018, the Barrow County Planning & Community Development Department, which includes Geographic Information Services (GIS), has been moved from the General Fund to a Restricted Special Revenue Fund. Such Restricted Special Revenue Fund may include only the following revenues: Alcohol Excise Taxes; Cable Franchise taxes; Financial Institution Taxes; Alcohol Beverage License Fees; Business License Fees; Sign Permit Fees; Building and Equipment Permit Fees; NRCS Soil and Erosion Review Fees; Development Fees; NPDES Land Disturbance Fees; Variance Application Fees; Solid Waste Recycling Fees; Rezoning Application Fees; Special Use Application Fees; Sale of Maps & Publications Charges; Miscellaneous Planning & Community Development Revenue; Transfers In for Planting Trees; and Amphitheater Fees.

The City of Auburn, Town of Bethlehem, Town of Braselton, Town of Carl, City of Statham, and City of Winder provide Geographic Information Services (GIS) services within their incorporated boundaries. Additionally, Winder's GIS Department provides mapping services in relation to Winder's provision of water, sewer, and gas services inside and outside of city limits.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
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?

Adoption of a Resolution to create the Restricted Special Revenue Fund on or before July 1, 2019.

7. Person completing form: **Srikanth Yamala, County Manager**
 Phone number: **770-867-8982** Date completed: 07/10/2024

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY: BARROW COUNTY

Service: Health Department

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.

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.).

Local Government or Authority	Funding Method
Barrow County	General Funds, Grants, SPLOST, and Bonds
State of Georgia, Dept. of Public Health	Annual Appropriation

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

The Health Department is a Division of the Georgia Department of Public Health. Barrow County provides the Health Department with office space located within the City of Winder and local funding through the General Fund.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
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: 12/03/2024

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: Innovation Amphitheater - County 45 Dedicated Usage
Days per Calendar Year**

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.

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.).

Local Government or Authority	Funding Method
Barrow County	Unincorporated Revenues, User Fees, SPLOST, Grants, Donations

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

Through an intergovernmental agreement between the Barrow County School System and Barrow County for the construction and operation of an outdoor amphitheater, Barrow County is authorized to utilize the outdoor amphitheater facility for forty-five (45) dedicated usage days per calendar year for concerts and entertainment events. As of July 1, 2019, the County shall no longer be permitted to use general funds for this service.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
IGA for Construction and Operation of Cultural Arts Center (as amended)	Barrow County School System and Barrow County	11/05/13 - 11/05/63

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: 10/23/2024

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:

**INTERGOVERNMENTAL AGREEMENT BY AND AMONG THE BARROW
COUNTY SCHOOL SYSTEM AND BARROW COUNTY FOR CONSTRUCTION AND
OPERATION OF THE BARROW COUNTY CULTURAL ARTS CENTER**

THIS AGREEMENT, (hereinafter referred to as the "Agreement"), made this 5th day of November, 2013 by and among the **BARROW COUNTY SCHOOL SYSTEM**, acting by and through its Board of Education (hereinafter referred to as the "School System"), and **BARROW COUNTY, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Barrow County Board of Commissioners (hereinafter referred to as "Barrow County"), sometimes hereinafter individually referred to as a "Party" or collectively referred to as the "Parties;"

W I T N E S S E T H:

WHEREAS, the School System currently owns a certain tract of real property of approximately one hundred and thirteen acres (113) acres located in the 1741st District, G.M. in Barrow County, Georgia (hereinafter referred to as the "Premises," as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference); and

WHEREAS, the School System and Barrow County desire to construct and operate a social, cultural, and entertainment multi-use event facility on the Premises that will be designed in such a manner that will allow for future expansion and growth, and which shall include the design work and the installation of water and sewer infrastructure necessary to support the construction (collectively referred to as the "Facility"); and,

WHEREAS, the Parties recognize that the construction of the Facility is intended to significantly contribute to the community by providing a much needed venue for cultural performances, conferences, large meetings, seminars, and other Barrow County community

functions that will enhance Barrow County's attractiveness to economic and industrial development; and

WHEREAS, Barrow County has allocated \$2,878,939.37 of designated SPLOST funds for the design and construction of the Facility; and

WHEREAS, the School System has allocated \$1,500,000.00 of designated ESPLOST funds for the design and construction of the Facility; and

WHEREAS, the School System has already and at its own expense of approximately \$690,000.00 purchased the Premises upon which the Facility will be located; and

WHEREAS, Barrow County and the School System desire to designate each Party's obligations regarding the operation of the Facility and respective rights to the use of the Premises and the Facility; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia of 1983 regarding intergovernmental contracts.

NOW, THEREFORE, for and in consideration of good and valuable consideration described herein, the sufficiency of which is hereby acknowledged, and the mutual covenants and agreements contained in this Agreement, the Parties do hereby agree as follows:

1.

TERMINATION OF PRIOR AGREEMENTS

The School System and Barrow County specifically agree that the agreement (a copy of which is attached hereto as Exhibit "B") between them regarding the proposed Facility, executed by them on April 10, 2007, as well as any and all additional prior agreements,

understandings or representations by the Parties relating to the Facility, are hereby terminated and replaced in their entirety by this Agreement.

2.

ALLOCATION OF FUNDS

Barrow County shall allocate Two Million Eight Hundred Seventy Eight Thousand Nine Hundred and Thirty Nine Dollars and Thirty-Seven Cents (\$2,878,939.37) of Special Local Option Sales Tax (“SPLOST”) (2005) funds for the design and construction of the Facility. The School System shall allocate One Million Five Hundred Thousand Dollars and Zero Cents (\$1,500,000.00) from Education SPLOST (March 2006) funds for the Facility. These combined allocated funds, totaling Four Million Three Hundred and Seventy Eight Thousand Nine Hundred and Thirty Nine Dollars and Thirty Seven Cents (\$4,378,939.37) (the “Project Fund”), shall be applied towards the installation of water and sewerage infrastructure for the Facility and the design and construction of the Facility. Upon approval of this Agreement by both Parties, the entire Project Fund shall be deposited into a single account from which funds will be drawn to complete construction of the Facility. No one Party’s funds shall be used to fund the Facility before the other Party’s funds are used and the School System agrees to use the Project Fund only as provided in this Agreement.

3.

DURATION

This Agreement shall commence upon execution by the Parties, and shall have a term of fifty (50) years, as allowed by Article IX, Section III, Paragraph I of the Constitution of the State of Georgia. The Parties agree that the cultural arts center shall be fully constructed (as evidenced by a certification of substantial completion) within two (2) years of the execution of this

Agreement, subject to 11.10 below or any extension agreed upon by the Parties. At the conclusion of this fifty (50) year period, all ownership and use rights related to the Facility shall be vested solely in the School System.

4.

USE OF FACILITY

Commencing on the first day of the calendar month following the issuance of a certificate of occupancy for the Facility and for the remainder of the term of this Agreement, Barrow County shall have the right to forty-five (45) days per calendar year of exclusive usage of the Facility. During the remainder of the first calendar year following the issuance of the certificate of occupancy, Barrow County usage days shall be prorated accordingly. For purposes of this Agreement, those days wherein Barrow County is entitled to exclusive usage of the Facility shall be called Dedicated Usage Days. During the term of this Agreement, the Dedicated Use Days shall not accrue over calendar months, but, instead, the entirety of the Dedicated Usage Days for each calendar year shall be immediately available for usage (e.g., subject to availability, the Dedicated Usage Days may all be used during the first month or may be equally divided with usage scheduled equally among the calendar months, or any variation thereon). The Dedicated Usage Days shall be subject to the following general usage allowances and requirements:

- The Dedicated Usage Days may be weekdays or weekend days.
- On Dedicated Usage Days, Barrow County shall have the right in its sole discretion to utilize the Facility for any function, event, gathering, meeting, assembly or other activity that Barrow County may lawfully conduct- and the right to lease the Facility to third parties for such uses.

- Any Dedicated Usage Days that Barrow County does not use during a particular calendar year shall not accumulate or “roll-over” from year to year.
- On each Dedicated Usage Day, Barrow County shall have the right to use all or a designated portion of the Facility, in its sole discretion. In the event Barrow County uses only a designated portion of the Facility, Barrow County shall have the right to lease the remainder of the Facility to third parties.
- If Barrow County determines to lease all or any portion of the Facility to a third party on one of its Dedicated Usage Days, Barrow County shall be entitled to keep any funds received related to such lease; provided that Barrow County must ensure that any third party leasing the Facility on a Dedicated Usage Day agrees to assume responsibility for any damage to the Facility occurring during such use, excluding ordinary wear and tear, as described in the standard lease agreement to be approved by both Parties pursuant to Section 6 of this Agreement, and provided further that the proceeds collected for any such use will include funds sufficient to reimburse the School System for actual, necessary and documented utility and labor costs incurred outside the hours of 8 A.M. until 4 P.M. Monday through Friday, when school is in session provided such costs are directly associated with such use (hereinafter referred to as “Overhead”).
- With respect to labor costs for rentals that occur when school is not in session, such labor costs shall be handled as follows: (1) If the County is utilizing the Facility for a County function, the School System shall have a staff person available to open and close the Facility with a contemplated one-hour charge. Otherwise, during the pendency of the County event, designated County staff shall be responsible for the Facility; (2) If the County is utilizing a Dedicated Usage Day to rent the Facility to a

third-party, the County shall assess charges upon the third-party rental to cover the costs of a School System staff person to open, close, and remain at the Facility during the entirety of the event. In either scenario, the School System shall supply a staff member who is capable of performing the tasks at the lowest possible hourly rate.

- Barrow County's use of the Facility on Dedicated Usage Days shall be at no cost to Barrow County, other than reimbursement to the School System for Overhead costs directly associated with such County use and the consideration forming the basis of this Agreement.
- Barrow County's reservation of Dedicated Usage Days shall be on a "first come first served" basis. However, once Barrow County has reserved the Facility for usage as contemplated in this Agreement, the School System shall be obligated to honor that reservation.
- Barrow County may make reservations for Dedicated Usage Days up to twelve (12) months in advance, but no less than five (5) business days in advance (unless the School System can accommodate a reservation with less notice in its sole discretion), for each requested Dedicated Usage Day. Reservations for use of the Facility shall be made by contacting the Principal of the Barrow County School System College and Career Academy, or his/her designee, at (770) 867-4527 or such other phone number as is provided from time to time by the School System; provided that the School System must at all times ensure that it has notified Barrow County of the up-to-date phone number to be used for such reservations.
- Unless extended by agreement of the Parties, Barrow County's hours of use of the Premises on Dedicated Usage Days shall not exceed 7:00 a.m. until 10:00 p.m.

- On Dedicated Usage Days when Barrow County has reserved the Facility, the School System shall ensure that the Facility is reasonably clean and orderly at the time it is turned over to Barrow County.
- When Barrow County discontinues use of the Facility on a Dedicated Usage Day, Barrow County shall ensure the space is reasonably clean and orderly upon its return to the School System, including repair of any damage to the Facility, ordinary wear and tear excepted.

Other than reimbursement to the School System for Overhead directly associated with either third-party or County use as described above, Barrow County shall have no additional obligation under this Agreement to contribute toward the cost of utilities, maintenance or repair of the Facility. Except as identified above, responsibility for repair, maintenance and utilities shall be the exclusive and sole responsibility of the School System. The School System shall have unlimited usage of the Facility, except for Dedicated Usage Days.

Further, any School System or County policies otherwise applicable to the Facility shall not apply to any use of this Facility as contemplated herein and the parties will work together to develop a site-specific facility use policy for this Facility (e.g., the School System and the County may agree that it is in the best interest of the citizens of the County to maximize revenue from the Facility and allow the lawful service of alcohol on the Premises under certain conditions and with appropriate protections for the Parties).

DESIGN & CONSTRUCTION OF FACILITY**A. Design and Construction**

Barrow County School System shall cause the design and construction of the Facility using the Project Funds; provided that the design must allow for construction and use of the Facility as a cultural arts center, providing a place for a variety of cultural performances, capacity for large meetings, and opportunities to host specialty conferences as they relate to enhancing the quality of life of Barrow County residents. The School System reserves the right to reject any and all proposals and/or to revise and reissue the request for proposals in the event an acceptable proposal has not been received and accepted.

B. Phase One Abandonment

If at any point prior to entering into a contract with a General Contractor the Parties realize and agree that the Facility cannot be constructed with the Project Funds, the Parties may agree to abandon construction of the Facility, subject to approval by the Barrow County voters in accordance with O.C.G.A. § 48-8-123. If the abandonment is approved by the voters, the Parties agree to share equally in the payment of architectural fees incurred from the Project Fund, and then all remaining funds in the Project Fund shall be disbursed to each Party in a proportional share based upon the Party's contribution to the Project Fund. If the Voters do not approve the abandonment, the School System shall repay Barrow County the County's investment in the Project pursuant to the terms set forth in Subsection D below.

C. Phase Two Abandonment

After a contract with a General Contractor has been entered into by the School System, and in the event that the projected final cost of the design and construction of the Facility exceeds the

amount of the Project Fund provided in Paragraph 2 above or the Facility otherwise cannot be completed with funds remaining in the Project Fund, the School System may: (1) revise the plans to accommodate construction within the funds allocated (provided that the revised plans are consistent with and still allow for the intended use described above); (2) assume sole financial responsibility for completion of the Facility over and above the amount of the Project Fund; (3) agree with Barrow County to share equally or in any agreed upon proportion in the excess costs (provided that any such agreement for additional financial contribution by Barrow County shall be in writing and duly approved by both Parties); or (4) the Parties may mutually agree to abandon the Facility if the School System demonstrates good cause for the abandonment and provided that such agreement must be conditioned upon approval by the Barrow County voters in accordance with O.C.G.A. § 48-8-123. The Parties acknowledge that “good cause” to abandon includes those situations described in Section 11.10 of this Agreement (where the resulting inability to proceed is permanent or of such duration that proceeding with the Facility is no longer in the best interest of the citizens of the County), as well as extreme changes in economic conditions such that plans cannot be modified to complete the Facility consistent with the SPLOST requirements for an amount within the Project Fund. In the event of a mutual agreement to abandon the Project, and in the event that abandonment is approved by the Barrow County voters, the School System shall repay the County the County’s investment in the project pursuant to the terms set forth in Subsection D below, after which the County will have absolutely no remaining interest in the Facility or property whatsoever. In the event the voters do not approve mutual abandonment of the Project, the School System shall either: (1) be solely responsible for completion of the Facility, unless the Parties agree otherwise to share in the costs of completion of the Facility; or (2) shall reimburse Barrow County the County’s investment in

the Project pursuant to the terms set forth in Subsection D below, after which the County will have absolutely no remaining interest in the Facility or property whatsoever. In the event the School System completes the Facility at the sole expense of the School System under this section, there shall be no repayment to the County of expended or dedicated funds, though both the term of the Agreement in years and the Dedicated Usage Days afforded the County in Section 4 shall be automatically lowered in proportion of any increase in the School System's total financial contribution to the construction of the Facility. (For example, if the School System's construction costs increase by \$150,000, which represents a 10% increase in the System's construction budget, the term of the Agreement shall be reduced from 50 to 45 years and Dedicated Usage Days shall be reduced from 45 to 40.5 days).

D. Repayment and Determination of Value to School System

Repayment of the County's investment, when required by this Agreement pursuant to this Section D, shall consist of repayment to the County of (1) the County's proportionate share of any unused funds remaining in the Project Fund and (2) the value received by the School System. The value received by the School System for purposes of this Agreement shall be determined based upon any increase in the fair market value of the Premises (from the value that existed as of the date of execution of this Agreement) resulting from the stage of completion of any work on the Facility, which includes, but is not limited to, infrastructure improvements to the Premises (such as lot development and water and sewer improvements, etc.) up through the date of such abandonment. In the event the Parties are not able to agree as to this fair market value, the Parties agree to cooperate to identify a certified, professional appraiser with at least 10 (ten) years' experience evaluating commercial properties in Northeast Georgia, and whose determination shall be binding upon the Parties as to the value received by the School System for

the purpose of determining the amount to refund the County. If the Parties cannot agree on an appraiser, each Party shall select an appraiser meeting the above qualifications, and those two appraisers shall select a third appraiser meeting the same qualifications, whose determination shall be binding upon the Parties. The refund to the County shall be payable no later than thirty (30) days following the determination of fair market value.

E. Surplus in the Project Fund

In the event the Facility is completed under budget, the Parties shall each receive a pro rata refund of all unused Project Funds, if any.

6.

FACILITY OPERATION/MANAGEMENT

Upon completion of the Facility, the School System shall be responsible for selecting an individual or entity to operate and manage the Facility on behalf of the School System and Barrow County (the "Operator"), and the School System shall be responsible for paying any compensation associated with such operational services. Prior to leasing the Facility, or portions thereof, for use by any third party, the Parties to this Agreement shall jointly prepare a standard lease agreement that each Party will use in leasing the Facility, or portions thereof, to third parties. The standard lease agreement shall, among other things, establish a uniform fee schedule, require that any lessee be responsible for damage to the Facility caused by its use, other than ordinary wear and tear, require that adequate insurance be maintained by the lessee for the benefit of the School System and Barrow County, and require the lessee to indemnify and hold harmless both the School System and Barrow County from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to, attorney's fees and costs of defense, (hereinafter

“Liabilities”) which may arise out of the lessee’s use of the Facility, regardless of whether or not the Liability is caused in part by a party indemnified thereunder; provided that the indemnity and hold harmless obligation shall not include Liabilities caused by or resulting from the sole negligence of the School System or Barrow County. Any and all revenues from the leasing of the Facility shall accrue to the benefit of the School System, except those collected by Barrow County when the Facility is rented on a Dedicated Usage Day, which revenues (minus reimbursement for Overhead costs) shall accrue to the benefit of Barrow County. The School System agrees that it will ensure that the entity providing operations and management services for the Facility will provide prospective lessees with access to Dedicated Usage Days and all other days for prospective lease reservations in the same manner and without distinction as to whether the School System or Barrow County has rights of usage on that particular day.

7.

INSURANCE AND SIGNAGE

7.1 The School System shall procure and keep in effect a commercially reasonable policy of fire, flood and liability insurance on the Facility during the period of design and construction and throughout the full term of this Agreement. Said insurance policy(ies) shall have aggregate annual coverages of no less than \$1,000,000 for liability, and \$5,000,000 for flood/fire. Further, the School System shall ensure that both the School System and the County are covered as an additional insured on any such insurance policy and, further, that both the School System and the County are covered as an additional insured on any insurance policy required of any contractor or subcontractor involved in designing, constructing, operating or maintaining the Facility, as well as on any insurance policy required of any lessee of the Facility. The County agrees to acquire and maintain insurance coverage equal to or in excess

of the above and to name the School System as an additional insured on such policy as well as any policy required of any lessee of the Facility.

7.2 During any construction on the Premises, the School System shall ensure by written contract that all contractors and subcontractors maintain commercially reasonable insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the work being performed and that both the School System and Barrow County are listed as additional insureds to such policies with policy limits of no less than one million (\$1,000,000.00) dollars. Further, the School System shall comply with O.C.G.A. § 13-10-90, *et seq.*, and O.C.G.A. § 50-36-1, *et seq.*, in its contracts for work related to design, construction and operation of the Facility.

7.3 The Parties agree that the name of the Facility shall include the language “cultural arts center,” and that the Facility shall ultimately be named by the School System after receiving input from Barrow County, with such name visibly affixed to the outside of the Facility and within the Facility, and all documentation and signage, including but not limited to letterhead, business cards, advertisements, website pages, and other media, in paper, electronic, or other form, related to the Facility and produced by or on behalf of any Party hereto shall refer to the Facility by said name. Barrow County shall have the right to make use of the Facility’s name in any and all County publications, newsletters, websites, governmental channel(s), and any other County-produced communications media.

8.

INDEMNIFICATION AND INDEMNITY

Each Party does hereby agree, to the extent, if any, allowed by law to indemnify and hold harmless the other Party, its officers, agents, elected and appointed officials, servants, and

employees from and against any and all Liabilities of any kind whatsoever arising out of the performance of this Agreement, except as would relate to any Liability caused by or to the extent contributed to by the negligence or reckless or intentional act of the complaining party, its officers, agents, elected and appointed officials, servants, or employees. Further, the School System shall ensure that any contractor and subcontractor performing services related to the design, construction, or operation or maintenance of the Facility is required in its agreement with the School System to indemnify and hold harmless both the School System and the County related to any Liabilities arising from performance of that agreement.

9.

ASSIGNMENT OR TRANSFER

The rights, privileges and obligations under this Agreement shall not be assigned or transferred by any Party.

10.

NOTICES

All notices, requests, demands, writings, or correspondence required herein shall be in writing and shall be deemed received, and shall be effective when: (a) personally delivered; (b) on the third day after the postmark date when mailed by United States Certified Mail - Return Receipt Requested, postage prepaid; or (c) upon actual delivery when by national overnight commercial delivery service to the other Party at the address given below, or at a substitute address previously furnished to the other Party by written notice in accordance herewith:

To the School System:

*Barrow County School District
179 West Athens Street
Winder, Georgia 30680
ATTN: Superintendent*

To Barrow County:

Barrow County Board of Commissioners
233 East Broad Street
Winder, Georgia 30680
ATTN: County Manager

11.

GENERAL PROVISIONS OF THIS AGREEMENT

11.1 The brief capitalized and underlined headings or titles preceding each paragraph are for purposes of identification, convenience and ease of reference only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect this Agreement, and shall be disregarded in the construction of this Agreement. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible.

11.2 No failure of any Party hereto to exercise any right or power granted under this Agreement, or to insist upon strict compliance by the other Party with this Agreement, and no custom or practice of any Party at variance with the terms and conditions of this Agreement, shall constitute a general waiver of any future breach or default or affect either Party's right to demand exact and strict compliance by any other Party hereto with the terms and conditions of this Agreement.

11.3 This Agreement shall be governed by, construed under, performed and enforced in accordance with the laws of Georgia. Any action or suit related to this Agreement shall be brought in the Superior Court of Barrow County, Georgia.

11.4 Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and between the Parties that the court interpreting or construing the same shall not apply a presumption that the terms, conditions and provisions hereof shall be more

strictly construed against one Party by reason of the rule of construction that an instrument is to be construed more strictly against the Party who prepared the same.

11.5 This Agreement may be executed in multiple counterparts each of which is deemed an original of equal dignity with the others and which is deemed one and the same instrument as the others.

11.6 Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties, provided that no Party may assign this Agreement without prior written approval of the other Party.

11.7 In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the School System agrees that, during performance of this Agreement, the School System, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any contractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, the School System agrees to comply with all applicable implementing regulations and shall include the provisions of this Section 11.7 in every contract for services contemplated under this Agreement.

11.8 This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

11.9 Nothing contained in this Agreement shall be construed to be a waiver of either Party's sovereign immunity or any individual's qualified good faith or official immunities.

11.10 Neither Party shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (a) any cause beyond their respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute; (f) delay or failure to act by any governmental or military authority; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, either the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, or a projected final cost of completion in excess of the Projects Funds shall be addressed in accordance with Section 5 above, but all other obligations shall remain intact.

11.11 The Parties agree that they shall at all times comply with all laws, ordinances and rules and regulation of State and Federal governmental authorities related to performance of this Agreement.

11.12 Each Party shall maintain records relating to matters covered by this Agreement as required by Georgia law, the Uniform Administrative Requirements, and by any additional requirements in this Agreement. Such records shall be maintained for a period of at least three years following the termination of this Agreement.

11.13 Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or board in accordance with all applicable laws and spread upon the minutes thereof. The Parties

hereto agree that this Agreement is an intergovernmental contract, and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

12.

ENTIRE AGREEMENT

This Agreement supersedes all prior negotiations, discussions, statements and agreements, either oral or in writing, between the School System and Barrow County with respect to the subject matter of this Agreement and constitutes the full, complete and entire agreement among the Parties with respect to the Facility and the use thereof by the School System and Barrow County; no member, officer, employee, representative or agent of the School System or Barrow County has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions 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. No modification of or amendment to this Agreement shall be binding on any Party hereto unless such modification or amendment shall be properly authorized, in writing, and properly executed by the School System and Barrow County.

13.

E-VERIFY COMPLIANCE

Pursuant to O.C.G.A. § 13-10-91, et seq., the Parties shall not enter into a contract for the physical performance of services within the State of Georgia unless the other Party shall provide evidence on forms attached hereto as Exhibits "C" and "D" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing

pursuant to O.C.G.A. § 16-10-71), that it and its subcontractors have conducted a verification, under the federal Employment Eligibility Verification (“EEV” or “E-Verify”) program, of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, of all employees who will perform work on the contract to ensure that no unauthorized aliens will be employed. Each Party hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Exhibit “C”, and submitted such affidavit to the other Party. In the event a Party employs or contracts with any subcontractor(s) in connection with the covered contract, the Party employing or contracting with any subcontractor agrees to secure from such subcontractor(s) attestation of the subcontractor’s compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 by the subcontractor’s execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit “D”, and such subcontractor affidavit shall become part of the contractor/subcontractor agreement.

The Parties hereby agree to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02. Each Party’s compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 shall be attested by the execution of the contractor’s affidavit, attached hereto as Exhibit “C” and incorporated herein by this reference.

The Parties agree that the employee-number category designated below is correct in relation that that Party’s employee status.

BARROW COUNTY:

500 or more employees

100 or more employees

SCHOOL SYSTEM:

500 or more employees.

100 or more employees.

_____ Fewer than 100 employees

_____ Fewer than 100 employees

Each Party hereby agrees that, in the event it employs or contracts with any subcontractor(s) in connection with this Agreement, such Party will secure from the subcontractor(s) such subcontractor(s)' indication of the above employee-number category that is applicable to the subcontractor.

The above requirements shall be in addition to the requirements of State and federal law, and shall be construed to be in conformity with those laws.

IN WITNESS WHEREOF, the School System and Barrow County, acting pursuant to and in conformity with properly considered and adopted resolutions and acting by and through their duly authorized representatives, have caused these presents to be executed all as of the date hereof.

As to THE SCHOOL SYSTEM, executed by the **BARROW COUNTY SCHOOL SYSTEM** in the presence of:

Cynthia Beggs
Witness

Wanda Creel
Dr. Wanda Creel, Superintendent

Date: 11/5/13



As to THE COUNTY, executed by **BARROW COUNTY** in the presence of:

Cynthia Beggs
Witness

Pat Graham
Pat Graham, Chairman

Date: 11/5/13

Return Recorded Document to:
STRICKLAND, CRESNITT & LANDRAY, LLP
P. O. Box 249
Winder, Georgia 30680

FILED
SUPERIOR COURT
BARROW COUNTY, GA

Doc: WD
Recorded 07/27/2011 01:27PM
Georgia Transfer Tax Paid : \$680.40
R.B. MCINTYRE PT61 Number:
Clerk Superior Court, BARROW County, Ga.
01581 Pg 0173
Receipt # 295619

2011 JUL 27 AM 11:30
LIMITED WARRANTY DEED
REGINA B. MCINTYRE, CLEGG

STATE OF GEORGIA
COUNTY OF BARROW

FILE #: 110140B

THIS INDENTURE made this 25th day of July, 2011, between Young Men's Christian Association of Georgia's Piedmont, Inc., a Georgia Non-Profit Corporation, as party or parties of the first part, hereinafter called Grantor, and Barrow County School District acting through the duly elected Barrow County Board of Education, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee.

ALL THAT TRACT OR PARCEL OF LAND situate, lying and being in the 1741st District, G.M., Barrow County, Georgia, and being more particularly described as follows:

FOR POINT OF REFERENCE the point where the northwesterly Right of Way of Austin Road (80' R/W) intersects with the southwesterly Right of Way of State Route 53, thence in a southwesterly direction along the northwesterly Right of Way of Austin Road 1179 feet to a 1/2" Rebar which is the POINT OF BEGINNING; thence continuing along said Right of Way south 47 degrees 05' 30" west a distance of 93.85 feet to an IPF; thence an arc distance of 488.22 feet with an arc radius of 1190.00 feet to an IPF, said arc being subtended by a chord bearing south 35 degrees 20' 18" west and having a chord distance of 484.80 feet; thence an arc distance of 291.36 feet with an arc radius of 13178.93 feet to an IPF, said arc being subtended by a chord bearing south 22 degrees 57' 06" west and having a chord distance of 291.35 feet; thence south 22 degrees 19' 06" west a distance of 1267.05 feet to an IPF; thence an arc distance of 148.40 feet with an arc radius of 1095.80 feet to an IPF, said arc being subtended by a chord bearing south 26 degrees 11' 53" west and having a chord distance of 148.29 feet; thence leaving said Right of Way north 67 degrees 34' 33" west a distance of 713.87 feet to a 1/4" IPF; thence south 22 degrees 26' 52" west a distance of 383.05 feet to a 1/4" IPF; thence south 67 degrees 33' 04" east a distance of 336.70 feet to a 1/2" IPF; thence south 74 degrees 43' 16" west a distance of 801.60 feet to a 1/2" IPF (Rebar); thence north 40 degrees 42' 27" west a distance of 1433.03 feet to a 1/2" Rebar found; thence north 51 degrees 25' 55" east a distance of 1530.54 feet to an IPF; thence north 37 degrees 20' 20" east a distance of 441.20 feet to a 60" Oak; thence north 52 degrees 25' 05" east a distance of 1492.50 feet to a 30" Oak; thence south 41 degrees 31' 14" east a distance of 161.33 feet to a 3/4" Rebar; thence south 32 degrees 14' 43" east a distance of 858.87 feet to a 1/4" Rebar on the northwesterly Right of Way of Austin Road which is the POINT OF BEGINNING.

Being shown as a tract encompassing 113.397 acres, more or less, on a survey for Barrow County Schools prepared by McFarland-Dyer & Associates, Inc., dated May 27, 2011.

This Deed is given subject to all easements and restrictions of record.

TO HAVE AND TO HOLD the said tract or parcel of land, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoove of the said Grantee, forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons by, through and under the above named grantor.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Young Men's Christian Association
of Georgia's Piedmont, Inc.,
a Georgia Non-Profit Corporation

Signed, sealed and delivered
in presence of
Witness

Notary Public



By: (SEAL)
Kurt R. Stringfellow,
President and CEO

By: (SEAL)
Leah Roberts,
Secretary

(Corporate Seal)

STATE OF GEORGIA
COUNTY OF BARROW

AGREEMENT

THIS AGREEMENT, entered into this 10 day of April, 2007, by and between the BARROW COUNTY BOARD OF COMMISSIONERS hereinafter referred to as "COUNTY" and BARROW COUNTY SCHOOL DISTRICT, acting through the duly elected Barrow County Board of Education, hereinafter referred to as "DISTRICT":

WITNESSETH:

WHEREAS, COUNTY has allocated funds of approximately Three Million and no/100 (\$3,000,000.00) Dollars from said sales tax proceeds for the design and construction of said cultural-recreation building; and

WHEREAS, DISTRICT has allocated funds of approximately One Million Five Hundred Thousand and no/100 (\$1,500,000.00) Dollars from said sales tax proceeds for the design and construction of said cultural-recreation building; and

WHEREAS, after investigation of the matter by COUNTY and DISTRICT, it is agreed that the COUNTY, as well as the DISTRICT, need a cultural arts center and exhibit-banquet hall facility for meetings, exhibits, recreational activities and cultural affairs including plays, concerts, speech and other performances; and

WHEREAS, COUNTY, and DISTRICT have conferred on matters of cooperating and sharing of said facility in order to maximize the quality and design of said structure and reduce costs to COUNTY, and DISTRICT; and

WHEREAS, COUNTY, and DISTRICT will agree to the use of Carter Watkins Associate Architects, which participated in the County Request for Proposal process during Fiscal Year 2006 and are currently under contract with the County for County projects; and

WHEREAS, COUNTY, and DISTRICT will agree to build a "two-part" facility consisting of an auditorium and a banquet-exhibit hall; and

WHEREAS, DISTRICT has staffing resources to manage the construction project, the District will provide the staff and time to facilitate the completion of the project; and

WHEREAS, the parties are desirous of entering into an agreement concerning construction, and the use and operation of same; and

WHEREAS, the parties are desirous of cooperating for the benefit of savings to taxpayers of Barrow County.

NOW THEREFORE, in consideration of the premises and the mutual benefits and undertakings described herein, the parties hereto agree as follows:

1.

ALLOCATION OF FUNDS

COUNTY has agreed to allocate Three Million (\$3,000,000) Dollars of SPECIAL LOCAL OPTION SALES TAX (SPLOST) funds for the design and construction of a cultural-recreation facility to consist of an auditorium and a banquet-exhibit hall. The DISTRICT will allocate One Million Five Hundred Thousand and no/100 (\$1,500,000.00) Dollars from Education SPLOST (March 2006) for the same facility.

2.

SITE OF STRUCTURE

The COUNTY and DISTRICT agree on the selection of locating the facility on the Industrial Building Authority property located at the intersection of Highway 316 and Highway 53. Prior to construction the property will be conveyed to the parties with the County owning a 90% undivided interest and the District owning a 10% undivided interest. Upon completion of the Project the property and facility shall be equitably divided between the County and the district, with all costs directly associated with the project determining the equitable share.

3.

ARCHITECTS

The parties agree on the hiring of Carter Watkins Associate Architects for the design and construction oversight of said facility. The County, in coordination with the District shall develop a request for proposal, advertise the proposal and select a design professional to assist in the acoustical and / or lighting design.

4.

CONSTRUCTION COSTS

The parties acknowledge that approximately Three Million and no/100 (\$3,000,000.00) Dollars of SPLOST proceeds, and One Million Five Hundred Thousand and no/100 (\$1,500,000.00) Dollars of Education SPLOST proceeds will be available for construction and equipping of said facility. In addition to said tax receipts, interest earned on said amounts in federally insured accounts will also be utilized for said construction and additional funds maybe sought to design and construct the facility.

Page 2 of 6

While either party to this agreement can contribute additional funds toward the construction and equipping of said facility, neither shall be required to by virtue of this agreement.

5.

SCHEDULING AND USE OF FACILITY

Upon completion of construction, said facility shall be used for community cultural and recreational needs as well as meetings, conferences, community exhibits and like uses compatible with the facility. Priority of scheduling of said facility shall be in the following order.

1. School functions scheduled more than 90 days in advance;
2. County functions involving a County, State or County related Governmental Agency and other school functions on an available basis; and
3. Barrow County Citizens and Businesses
4. General public on a "first come-first served" basis.

The facility can be reserved by the COUNTY and DISTRICT 12 months in advance. Rules relating to the securing of the facility will be established by the management board appointed by the County and the District as set forth below in Paragraph 6.

6.

MANAGEMENT OF FACILITY

During the design, construction and first year of operation, the facility will be governed by a five (5) member volunteer Board, composed of the Chairman of the Board of Commissioners, one appointee by the Board of Commissioners, Superintendent of the Barrow County School District, one appointee by the Barrow County School District, and one member appointed by the 4 appointees listed above. The DISTRICT shall employ personnel to manage, supervise, maintain, and schedule operation of the facility. The Board shall advise and guide the COUNTY and DISTRICT in the general operation of the facility. The Board shall reimburse the DISTRICT for all costs of employment of facility personnel.

After the first year of operation of the facility, the five (5) member Board, shall be composed of Chairman of the Board of Commissioners (or his/her appointee), one appointee by the Board of Commissioners, Superintendent of the Barrow County School District (or his/her appointee), one appointee by the Barrow County School District, and one member appointed by the 4 appointees listed above. The terms of the each member will be annual, unless removed by

the appointing jurisdiction. Removal may be for any reason, or no reason, as determined in the sole discretion of the appointing jurisdiction. The Chairman of the Board will be elected annual by the members of the Board and will retain all voting privileges and motion rights as the other members of this Board.

The Board is authorized to adopt rules and procedures that govern the operation and maintenance of the facility, which when adopted shall be binding upon the parties.

7.

REVENUE AND EXPENSES

It is agreed that, other than for COUNTY and DISTRICT uses, a reasonable charge to cover expenses and operating costs, shall be made to users of said facility on a published fee schedule basis approved by COUNTY after conference with the DISTRICT. The revenue from said use shall be used toward the payment of management and operational expenses of said facility. In the event that the facility does not generate sufficient funds to pay all expenses, the COUNTY and DISTRICT will each pay one-half (1/2) of the deficit.

After one year, the parties may review the use patterns and amounts and consider a new allocation formula based on percentage of use of said facilities, with any new allocation.

COUNTY will provide an annual auditing of said revenues and expenses and same will be made available to DISTRICT. The expense of the audit shall be paid by the Board.

8.

MAINTENANCE

Normal and regular maintenance of said facility shall be paid from funds generated by operating revenues. In the event that said funds are insufficient, then the parties agree to share, 50-50, the maintenance expenses not covered by said operating revenues. This allocation procedure may be reviewed by the parties annually based on actual percentage use records of the facility, with any new allocation formula being memorialized in writing and agreed to by the parties as an amendment to this agreement prior to becoming effective.

9.

COOPERATION

The parties hereto agree to cooperate and confer with each other from time to time in the operation and use of said cultural-recreational facility in order to maximize the benefit for Barrow County citizens and Barrow County School students. It is the intent of the parties to work together to construct and operate said facility in order to promote savings of taxpayer

Page 4 of 6

dollars and to maximize the benefits of such a facility to citizens, including school students of Barrow County. To promote said cooperation, the parties agree to share copies of records of receipts and expenditures relating to said facility, on at least an annual basis.

10.

BINDING EFFECT

The Parties hereto agree to cooperate and confer with each other from time to time concerning the operation and use of the Facility in order to maximize the benefit and enjoyment of the Facility for the Barrow County.

In the event that the continued operation of the Facility is no longer desirable by one or both Parties, or in the event of a breach by one Party, this Agreement shall be capable of termination upon one hundred and twenty (120) days written notice to the other Party. If this Agreement is terminated by the County, the County shall reimburse the District for all its costs incurred in connection with the design, development, and construction of the Facility and all improvements located therein and thereon as such costs are demonstrated by the District. If this Agreement is terminated by the District, the District shall reimburse the County for all its costs incurred in connection with the design, development, and construction of the Facility and all improvements located therein and thereon as such costs are demonstrated by the County.

In the event that neither Party elects to terminate this Agreement, this Agreement shall continue for a period of fifty (50) years.

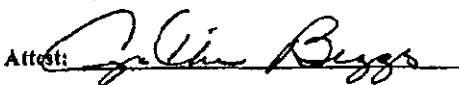
11.

SEVERABILITY

Should any phrase, clause, sentence or paragraph of this Agreement be held to be invalid or unconstitutional by any Court of competent jurisdiction of this State or of the United States in any manner or respect whatsoever, it shall in no wise affect any or all of the remaining provisions, all of which shall remain in full force and effect.

**BARROW COUNTY BOARD OF
COMMISSIONERS**

By: 
Doug Garrison, Chairman

Attest: 

BARROW COUNTY SCHOOL DISTRICT

By: 
William A. Bramlett, Chairman

Attest: 
Ronald Saunders, Secretary

EXHIBIT "C"
STATE OF GEORGIA
COUNTY OF BARROW

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the entity which is engaged in the physical performance of services with Barrow BE (local government) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned will continue to use the federal work authorization program throughout the contract period and the undersigned will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit with the information required by O.C.G.A. § 13-10-91(b).

The undersigned hereby attests that its federal work authorization user identification number and date of authorization are as follows:

76555
Federal Work Authorization User
Identification Number

12.20.07
Date of Authorization

Barrow County Board of Commissioners
Name of Local Government Entity

Barrow County Cultural Arts Center
Name of Project

Barrow County Board of Education
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on NW, 5, 2013 in Winder (city), GA (state).

[Signature]
Signature of Authorized Officer or Agent

Pat Graham
Printed Name and Title of Authorized
Officer or Agent

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE 5TH DAY OF
November, 2013.

[Signature]
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires

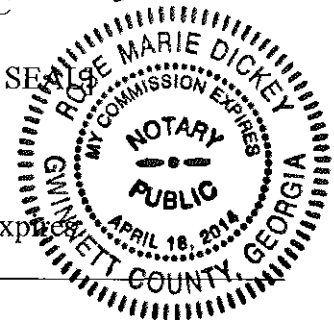


EXHIBIT "C"
STATE OF GEORGIA
COUNTY OF BARROW

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the entity which is engaged in the physical performance of services with BARROW CO. (local government) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned will continue to use the federal work authorization program throughout the contract period and the undersigned will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit with the information required by O.C.G.A. § 13-10-91(b).

The undersigned hereby attests that its federal work authorization user identification number and date of authorization are as follows:

387845
Federal Work Authorization User
Identification Number

1.26.11
Date of Authorization

BARROW COUNTY BOARD OF COMMISSIONERS
Name of Local Government Entity

BARROW COUNTY CULTURAL ARTS CENTER
Name of Project

BARROW COUNTY BOARD OF EDUCATION
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on Nov, 5, 2013 in Winning, GA (state).

Wanda Creel
Signature of Authorized Officer or Agent

Wanda Creel, Superintendent
Printed Name and Title of Authorized
Officer or Agent

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE 5th DAY OF
Nov, 2013.

Cynthia Beggs
NOTARY PUBLIC



My Commission Expires 5-16-11

EXHIBIT "D"
STATE OF GEORGIA
COUNTY OF BARROW

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of local government) working with _____ (name of other local government) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to _____ (local government) within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to _____ (local government).

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification
Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, __, 201__ in _____ (city),
_____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or
Agent


SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF
_____, 201__.

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

**FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BY AND
BETWEEN THE BARROW COUNTY SCHOOL SYSTEM AND BARROW COUNTY
FOR CONSTRUCTION AND OPERATION OF THE BARROW COUNTY
CULTURAL ARTS CENTER**

This First Amendment ("First Amendment") to that Intergovernmental Agreement by and between the Barrow County School System (the "School System") and Barrow County (the "County") for Construction and Operation of the Barrow County Cultural Arts Center, dated ~~August 26~~, 20~~14~~, (the "Agreement") is effective as of August, 2014.
November 5 13 

RECITALS

WHEREAS, the County and School System entered into the Agreement to construct and operate a social, cultural, and entertainment multi-use event facility on property owned by the School System; and

WHEREAS, the Agreement provides that the cultural arts center shall be fully constructed (as evidenced by a certification of substantial completion) within two (2) years of the execution of that Agreement; and

WHEREAS, the County and School System would like to extend the date by which the cultural arts center shall be fully constructed by one year so that the cultural arts center must be fully constructed (as evidenced by a certification of substantial completion) within three (3) years of the date the Agreement was executed.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the sufficiency of which are acknowledged by both Parties, the Parties agree as follows:

1. The Parties agree to amend Article 3 of the Agreement, entitled "DURATION" by deleting the Article 3 in its entirety and inserting in its place the following:

"3.

DURATION

This Agreement shall commence upon execution by the Parties, and shall have a term of fifty (50) years, as allowed by Article IX, Section III, Paragraph I of the Constitution of the State of Georgia. The Parties agree that the cultural arts center shall be fully constructed (as evidenced by a certification of substantial completion) within three (3) years and six months of the execution of this Agreement, subject to 11.10 below or any extension agreed upon by the Parties. At the conclusion of this fifty (50) year period, all ownership and use rights related to the Facility shall be vested solely in the School System."

2. Except in so far as modified by the above-specified change to Article 3, this First Amendment in no way modifies or changes the original Agreement to be performed under the specifications thereof, and the original Agreement is in full force and effect.

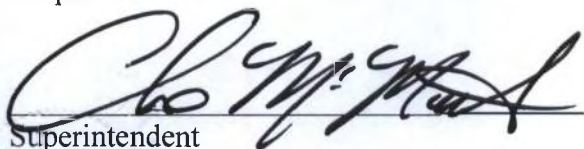
3. All capitalized terms in this Amendment shall have the same meaning as in the original Agreement, except if otherwise noted.

4. This First Amendment may be executed in counterparts, and each counterpart shall constitute an original and taken together shall constitute but one document.

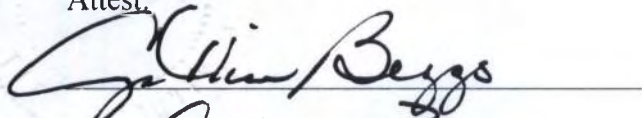
5. Each of the individuals executing this First Amendment on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so.

IN WITNESS WHEREOF, the School System and Barrow County, acting pursuant to and in conformity with properly considered and adopted resolutions and acting by and through their duly authorized representatives, have caused these presents to be executed all as of the date hereof.

As to THE SCHOOL SYSTEM, executed by the **BARROW COUNTY SCHOOL SYSTEM** in the presence of:


Superintendent

Attest:


By: Cynthia Beggs

Its: Admin. Asst.

As to THE COUNTY, executed by **BARROW COUNTY** in the presence of:


By: Pat Graham

Its: Chairman

[COUNTY SEAL]

Attest:


By: Danielle Austin

Its: County Clerk



STATE OF GEORGIA
COUNTY OF BARROW

**SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BY AND
BETWEEN THE BARROW COUNTY SCHOOL SYSTEM AND BARROW COUNTY
FOR CONSTRUCTION AND OPERATION OF THE BARROW COUNTY
CULTURAL ARTS CENTER**

This Second Amendment ("Second Amendment") to that Intergovernmental Agreement by and between the Barrow County School System (the "School System") and Barrow County (the "County") for Construction and Operation of the Barrow County Cultural Arts Center, dated April 28, 2015, (the "Agreement") is effective as of April 28, 2015.

RECITALS

WHEREAS, the County and School System entered into the Agreement to construct and operate a social, cultural, and entertainment multi-use event facility on property owned by the School System; and

WHEREAS, the School System has since the time of this original Agreement moved to use of Construction Manager at-risk delivery method; and

WHEREAS, the County and School System would like to amend the Agreement to clarify and incorporate the Construction Manager at-risk delivery method into the form of their prior Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the sufficiency of which are acknowledged by both Parties, the Parties agree as follows:

1. The Parties agree to amend Article 5 of the Agreement, entitled "DESIGN AND CONSTRUCTION OF THE FACILITY" by deleting the Article 5, subsections (a), (b) and (c) in their entirety and inserting in their place the following:

A. Design and Construction

Barrow County School System shall cause the design and construction of the Facility using the Project Funds pursuant to a Construction Manager at-risk delivery method; provided that the design must allow for construction and use of the Facility as a cultural arts center, providing a place for a variety of cultural performances, capacity for large meetings, and opportunities to host specialty conferences as they relate to enhancing the quality of life of Barrow County residents. The School System reserves the right to reject any and all proposals and/or to revise

and reissue the request for proposals in the event an acceptable proposal has not been received and accepted.

B. Phase One Abandonment

If at any point prior to entering into the Construction Phase under the contract with a Construction Manager at-risk, the Parties realize and agree that the Facility cannot be constructed with the Project Funds, the Parties may agree to abandon construction of the Facility, subject to approval by the Barrow County voters in accordance with O.C.G.A. § 48-8-123. If the abandonment is approved by the voters, the Parties agree to share equally in the payment of architectural and design phase fees incurred from the Project Fund, and then all remaining funds in the Project Fund shall be disbursed to each Party in a proportional share based upon the Party's contribution to the Project Fund. If the Voters do not approve the abandonment, the School System shall repay Barrow County the County's investment in the Project pursuant to the terms set forth in Subsection D below.

C. Phase Two Abandonment

After the Construction Phase has begun under a contract with a Construction Manager at-risk, with the School System, and in the event that the projected final cost of the design and construction of the Facility exceeds the amount of the Project Fund provided in Paragraph 2 above or the Facility otherwise cannot be completed with funds remaining in the Project Fund, the School System may: (1) revise the plans to accommodate construction within the funds allocated (provided that the revised plans are consistent with and still allow for the intended use described above); (2) assume sole financial responsibility for completion of the Facility over and above the amount of the Project Fund; (3) agree with Barrow County to share equally or in any agreed upon proportion in the excess costs (provided that any such agreement for additional

financial contribution by Barrow County shall be in writing and duly approved by both Parties); or (4) the Parties may mutually agree to abandon the Facility if the School System demonstrates good cause for the abandonment and provided that such agreement must be conditioned upon approval by the Barrow County voters in accordance with O.C.G.A. § 48-8-123. The Parties acknowledge that “good cause” to abandon includes those situations described in Section 11.10 of this Agreement (where the resulting inability to proceed is permanent or of such duration that proceeding with the Facility is no longer in the best interest of the citizens of the County), as well as extreme changes in economic conditions such that plans cannot be modified to complete the Facility consistent with the SPLOST requirements for an amount within the Project Fund. In the event of a mutual agreement to abandon the Project, and in the event that abandonment is approved by the Barrow County voters, the School System shall repay the County the County’s investment in the project pursuant to the terms set forth in Subsection D below, after which the County will have absolutely no remaining interest in the Facility or property whatsoever. In the event the voters do not approve mutual abandonment of the Project, the School System shall either: (1) be solely responsible for completion of the Facility, unless the Parties agree otherwise to share in the costs of completion of the Facility; or (2) shall reimburse Barrow County the County’s investment in the Project pursuant to the terms set forth in Subsection D below, after which the County will have absolutely no remaining interest in the Facility or property whatsoever. In the event the School System completes the Facility at the sole expense of the School System under this section, there shall be no repayment to the County of expended or dedicated funds, though both the term of the Agreement in years and the Dedicated Usage Days afforded the County in Section 4 shall be automatically lowered in proportion of any increase in the School System’s total financial contribution to the construction of the Facility. (For example,

if the School System's construction costs increase by \$150,000, which represents a 10% increase in the System's construction budget, the term of the Agreement shall be reduced from 50 to 45 years and Dedicated Usage Days shall be reduced from 45 to 40.5 days).

2. Except in so far as modified by the above-specified change to Article 5, this Second Amendment in no way modifies or changes the original Agreement to be performed under the specifications thereof, and the original Agreement is in full force and effect.
3. All capitalized terms in this Amendment shall have the same meaning as in the original Agreement, except if otherwise noted.
4. This Second Amendment may be executed in counterparts, and each counterpart shall constitute an original and taken together shall constitute but one document.
5. Each of the individuals executing this Second Amendment on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so.

IN WITNESS WHEREOF, the School System and Barrow County, acting pursuant to and in conformity with properly considered and adopted resolutions and acting by and through their duly authorized representatives, have caused these presents to be executed all as of the date hereof.

As to THE SCHOOL SYSTEM, executed by the **BARROW COUNTY SCHOOL SYSTEM** in the presence of:

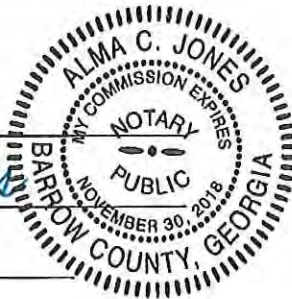


Dr. Chris McMichael, Superintendent

Attest:

By: Alma Jones

Its: Receptionist



As to THE COUNTY, executed by BARROW COUNTY in the presence of:

Pat Graham

By: Pat Graham
Its: Chairman

[COUNTY SEAL]



Attest:

Danielle Austin

By: Danielle Austin
Its: County Clerk

**THIRD AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BY AND
AMONG THE BARROW COUNTY SCHOOL SYSTEM AND BARROW COUNTY
FOR CONSTRUCTION AND OPERATION OF THE BARROW COUNTY
CULTURAL ARTS CENTER**

This Third Amendment (“Third Amendment”) to the Intergovernmental Agreement by and among the Barrow County School System (the “School System”) and Barrow County (the “County”) for Construction and Operation of the Barrow County Cultural Arts Center dated November 5, 2013, (the “Agreement”) is effective as of JUNE 6, 2017.

RECITALS

WHEREAS, the County and School System (hereinafter, the “Parties”) entered into the Agreement to construct and operate a social, cultural, and entertainment multi-use event facility (the “Facility”) on property owned by the School System; and

WHEREAS, the Parties executed a First Amendment to the Agreement dated August 26, 2014, to amend the timeline required to complete construction of the Facility; and

WHEREAS, the Parties executed a Second Amendment to the Agreement dated April 28, 2015, to clarify and incorporate the construction manager at-risk delivery method into the Agreement; and

WHEREAS, the Parties have since agreed upon a name for the Facility, and planned jointly for use and operation of the facility in accordance with Sections 4, 6 and 7 of the Agreement; and

WHEREAS, the Parties desire to further amend the Agreement to clarify and incorporate the current understanding of the Parties regarding the operation and use of the Facility into the Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the sufficiency of which are acknowledged by both Parties, the Parties agree as follows:

1. The Parties agree to amend Article 7.3 of the original Agreement to delete any requirement that the name of the Facility shall include the language “cultural arts center,” and instead hereby agree that the Facility shall be named the “Innovation Amphitheater.” The Parties further acknowledge that this provision does not foreclose the possibility that the School System may determine, after consultation with the County, to rename the Facility in the best interest of the citizens of the County.

2. The Parties agree to Amend Article 4 to provide that the hours of use by the Parties and/or any lessee’s shall conform to the Barrow County Noise Ordinance (7 a.m. until 11 p.m.) as currently or may be subsequently amended.

3. The Parties agree to Amend Article 4 to provide that in any instance (event) where an event management company has been contracted to manage and operate the Facility, a school system employee shall not be required to open, close or otherwise remain at the Facility during the duration of the event.

4. The Parties agree to Amend Article 4 to remove the requirement that reservations for use for the Facility shall be made by contacting the Principal of the Barrow County School System College and Career Academy; however, any and all proposed activities in connection with any proposed event shall not interfere with normal operations of the Academy, and the Principal shall be consulted in a timely manner so as to schedule any conflicting activities accordingly.

5. The Parties agree to amend Article 6 to provide that either party may engage an individual or entity to operate and manage the use of the Facility on behalf of said Party, and that the Party making such engagement shall be solely responsible for paying any costs, expenses or compensation associated with such operational and/or management services.

6. Except in so far as modified by the above-specified changes to Articles 4, 6 and 7, this Third Amendment in no way modifies or changes the original Agreement or previous Amendments thereto to be performed under the specifications thereof, and the original Agreement, as amended, shall remain in full force and effect.

7. This Third Amendment may be executed in counterparts, and each counterpart shall constitute an original and taken together shall constitute but one document.

8. Each of the individuals executing this Third Amendment on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so.

IN WITNESS WHEREOF, the School System and Barrow County, acting pursuant to and in conformity with properly considered and adopted resolutions and acting by and through their duly authorized representatives, have caused these presents to be executed all as of the date hereof.

As to THE SCHOOL SYSTEM, executed by the **BARROW COUNTY SCHOOL SYSTEM** in the presence of:



Dr. Chris McMichael, Superintendent

Attest:

By: Alma C. Jones
Its: POC Receptionist

As to THE COUNTY, executed by **BARROW COUNTY** in the presence of:

By: Pat Graham
Its: Chairman

[COUNTY SEAL]

Attest:

By: Danielle Austin
Its: County Clerk



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: *Municipal Elections*

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.

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.).

Local Government or Authority	Funding Method
City of Auburn	General Fund, Qualifying Fees, Grants
Town of Bethlehem	General Fund, Qualifying Fees, Grants
Town of Braselton	General Fund, Qualifying Fees, Grants
Town of Carl	General Fund, Qualifying Fees, Grants
City of Statham	General Fund, Qualifying Fees, Grants
City of Winder	General Fund, Qualifying Fees, Grants

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

Through the attached intergovernmental agreements, Barrow County also conducts all municipal elections for the City of Auburn, Town of Bethlehem, Town of Braselton, Town of Carl, City of Statham, and City of Winder.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
City Elections Agreement	Barrow County and City of Auburn	1/1/20 to 12/31/28
Town Elections Agreement	Barrow County and Town of Bethlehem	1/1/20 to 12/31/28
Town Elections Agreement	Barrow County and Town of Carl	1/1/20 to 12/31/28
City Elections Agreement	Barrow County and City of Winder	1/1/19 to 12/31/28
City Elections Agreement	Barrow County and City of Statham	1/1/19 to 12/31/28

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: 10/22/2024

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:

**STATE OF GEORGIA
COUNTY OF BARROW**

**INTERGOVERNMENTAL AGREEMENT
FOR BARROW COUNTY**

TO CONDUCT ELECTIONS FOR THE CITY OF AUBURN, GEORGIA

THIS AGREEMENT is entered into between the City of Auburn, Georgia, a municipal corporation, lying partially within the County of Barrow, Georgia, hereinafter referred to as the “City,” and Barrow County, a political subdivision of the State of Georgia (including the Barrow County Board of Elections and Registration) hereinafter referred to as the “County.”

WITNESSETH

WHEREAS, the Georgia General Assembly created a Barrow County Board of Elections and Registration having jurisdiction over the conduct of primaries and elections (Ga. Laws 2004, p. 4305, *et seq.*, as amended), and provided that the Board of Elections and Registration shall, with regard to the preparation for, conduct, and administration of primaries and elections, succeed to and exercise all duties and powers granted to and incumbent upon the election superintendent pursuant to Title 21 of the O.C.G.A.; and

WHEREAS, the City, in the performance of its governmental functions, desires to contract with the County to conduct all elections for the citizens of the City (including general elections, referenda, bond issues, special elections, second elections pursuant to O.C.G.A. § 21-2-520 *et seq.*, and run-off elections, hereinafter referred to as the “City Elections”) as hereinafter described; and

WHEREAS, under the provisions of the Georgia Election Code, particularly Section 21-2-45 of the O.C.G.A., a City may by Ordinance authorize the County to conduct City Elections, and the City has heretofore adopted such an Ordinance; and

WHEREAS, the City and the County are also authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to enter into such an agreement for the conduct of City Elections; and

WHEREAS, O.C.G.A. § 36-70-20 *et seq.* provides that local governments should develop a service delivery system that is efficient and responsive to citizens; and

WHEREAS, the County is willing to conduct City Elections under the terms and conditions contained herein to accomplish efficiency to the benefit of residents of the City and the County.

NOW, THEREFORE, in consideration of the premises contained herein, the sufficiency of which is hereby acknowledged, it is hereby agreed by the City and the County as follows:

(1)

Conduct of City Elections

This Agreement shall govern the conduct of all City Elections by the County. Polling places for City Elections shall be at County polling locations within the City. It is the intent of the parties that City Elections be conducted in compliance with all applicable federal, state and local legal requirements. In the event that any unscheduled City Election becomes necessary, the City and the County shall confer and reach a mutually convenient date to conduct any such election.

(2)

Time of Commencement and Completion of Services

- (a) The services to be performed pursuant to this Agreement shall commence on January 1, 2020 and expire on December 31, 2028. The City shall pay to the County a fee equal to one dollar and zero cents (\$1.00) per active registered voter in the City (based on the January report generated by the State) for provision of these services.
- (b) This Agreement may be terminated for convenience by either party by providing to the other party at least ninety (90) days prior written notice of termination at any time.
- (c) In the event that the City: 1) fails to make payment to the County as required by this Agreement; 2) receives written notice from the County of such nonpayment; and 3) fails within thirty (30) days of such notice from the County to make proper payment to the County, then the County may terminate this Agreement, effective immediately, by providing written notice of termination to the City.
- (d) In the event of termination of this Agreement, all compensation theretofore due to the County for services rendered prior to such date of termination shall be tendered by the City to the County on

or before said date of termination, subject only to the satisfactory performance of the County's obligations, if any remain, under the terms and conditions of this Agreement.

(3)

Duties and Responsibilities

The County Election Superintendent and/or the County Election Supervisor, or their designee(s), shall perform any and all functions for the City in connection with the conduct of City Elections, with the exception of the following tasks to be performed by the City:

- (a) Adoption of Election Resolutions and Calls for City Elections ("the Calls") as required by Title 21 of the Official Code of Georgia Annotated;
- (b) Pursuant to O.C.G.A. § 21-2-130, *et seq.*, the setting of qualifying fees (hereinafter collectively referred to as "Qualifying");
- (c) Preparing Qualifying materials for potential candidates and performing Qualifying of candidates, including any write-in candidates, for City Elections pursuant to O.C.G.A. § 21-2-130 *et seq.* All Qualifying fees shall be deposited into the City's general fund to help cover election costs;
- (d) Submitting Resolutions and other appropriate election information as required to the Barrow County Board of Elections and Registration and the Georgia Secretary of State, except for certification of returns pursuant to O.C.G.A. § 21-2-493;
- (e) Performing qualifying officer and filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;
- (f) Verifying, in a timely manner, accuracy of voter list(s) for City residents;
- (g) Providing to the County a detailed map showing the City's Municipal Boundaries, and Voting District Boundaries in compliance with O.C.G.A. § 21-2-226(c), provided that the County shall have sole discretion regarding Municipal Precinct Boundaries;

- (h) Being responsible for all aspects of bond issues, except for City Elections duties specifically assigned to the County herein;
- (i) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

The County Election Superintendent and/or the County Elections Supervisor, or their designee(s) shall:

- (a) Place the City's candidate(s), and/or referendum question(s) on the ballot for City Elections within a reasonable time after written notice from the City is received by the County (which notice shall include all necessary details and information), and the County shall have ballots printed or loaded into voting equipment as appropriate;
- (b) Hire, train, supervise and pay poll officers and absentee ballot clerks;
- (c) Prepare and submit to the City Clerk a draft voter registration list for review, editing and approval;
- (d) Perform duties of election superintendent/supervisor, and absentee ballot clerk for City Elections;
- (e) Place advertisements in the City's legal organ regarding Calls, qualifying of candidates and amounts of qualifying fees pursuant to O.C.G.A. § 21-2-130 *et seq.*, logic and accuracy testing as required by Sections 183-1-12-.02 and .07 of the Georgia Administrative Code;
- (f) Provide staff, equipment and supplies for conducting City Elections at City polling places on City Election days and for conducting recounts as may be required;
- (g) Certify City Election returns pursuant to O.C.G.A. § 21-2-493, and submit certified City Election returns to the Georgia Secretary of State or City Clerk or as otherwise required by law;
- (h) Upon a change in City precincts or voting districts, notify City residents of any change in voting districts and/or municipal precincts;

- (i) Answer, as appropriate, open records requests or complaints forwarded by the City to the County regarding the County's conduct of City Elections (not including Qualifying and Filing Officer duties for the Georgia Government Transparency and Campaign Finance Commission);
- (j) Preparing and submitting timely requests for Preclearance, as may be necessary, to the Department of Justice, Civil Rights Division under Section V of the Voting Rights Act, including but not limited to submission of a request to allow for the County to conduct City Elections pursuant to this Agreement and for change of voting precinct or procedures; and
- (k) Paying for change of precinct voter registration cards and any notifications of changes in polling places for City residents.

(4)

Costs Associated with Elections

The fee shall be billed to the City January 31 of each year, which bill shall be submitted to the Office of the City Clerk, P.O. Drawer 1059, Auburn, Georgia 30011. The City shall pay all invoices within thirty (30) days of receipt. Payments shall be payable to Barrow County, Georgia and remitted to the County Election Supervisor at 233 East Broad Street, Winder, Georgia 30680.

(5)

Legal Responsibilities

- (a) To the extent permitted under Georgia Law, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City Election, except claims regarding the negligence or willful acts of agents or employees of the County in connection with any City Election held pursuant to this Agreement and premises liability claims regarding polling places not owned by the City of Auburn. The City agrees to reimburse the County for all costs, including but not limited to court costs and attorney fees, incurred by the County as a result of any such claim or litigation for which the City is responsible. The City shall make payment of such reimbursements to the County within sixty (60) days of the final adjudication or settlement of a claim or litigation for which the City is responsible.

- (b) Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.
- (c) In the event that a City Election is contested, the City shall bear all costs incurred in responding to the election challenge, including, but not limited to, attorneys' fees for the County Attorney and all expenses associated with the election challenge and any appeals thereafter and as further defined in Section 5 of this Agreement. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

(6)

Miscellaneous

- (a) Neither party shall, without written consent of the other party, assign or transfer this Agreement or any rights or obligations hereunder.
- (b) The terms of this Agreement shall not be altered, amended, or modified except in writing signed by duly authorized officers or representatives of the parties.
- (c) This Agreement shall be construed under the laws of the State of Georgia.
- (d) If any paragraph, subparagraph, sentence, clause, phrase, or any portion of this Agreement shall be declared invalid or unconstitutional by any court of competent jurisdiction or if the provisions of any part of this Agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Agreement not held to be invalid. It is hereby declared to be the intent of the parties to provide for separable and divisible parts, and they do hereby adopt any and all parts hereof as may not be held invalid for any reason.
- (e) Any notice of communications hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, registered or certified, or when sent by overnight courier, addressed as follows:

City of Auburn, Georgia:

Attn: Mayor
P.O. Drawer 1059
Auburn, Georgia 30011

Barrow County:

Barrow County Election Supervisor
233 East Broad Street
Winder, Georgia 30680

Or to such other address as either party may designate for itself by written notice to the other party from time to time.

(f) This Agreement shall be exclusively for the benefit of the City and the County and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.

(g) The performance of either party hereunder shall be excused if such party is reasonably precluded from performance by the occurrence of an Uncontrollable Circumstance, which shall be defined as follows: Any act, event, or condition, or any combination thereof, that is beyond the reasonable control of the party relying on the same and that materially interferes with the performance of the party's obligations, to include, but not be limited to, (a) acts of God; (b) fire, flood, hurricane, tornado, and earthquakes; (c) the failure of any utility provider to provide and maintain utility services through no fault of the party; and (d) the preemption, confiscation, diversion, destruction, or other interference in possession or performance or supply of materials or services, by or on behalf of, or with the authority of, a governmental body in connection with a declared or asserted public emergency by an entity other than one of the parties. A party relying on the occurrence of an Uncontrollable Circumstance as an excuse for non-performance shall, as soon as is reasonably possible upon becoming aware of such an event and its consequences, notify the other party of the occurrence of such event and its consequences and shall take all reasonable efforts to eliminate the cause of such non-performance and to resume full performance in accordance with this Agreement.

- (h) This Agreement may be executed in one or more counterparts, each of which shall constitute an original. It shall not be necessary that each signatory sign the same counterpart as long as each has signed an identical counterpart.
- (i) Each of the individuals who executes this Agreement agrees and represents that he/she is authorized to execute this Agreement on behalf of the respective government and further agrees and represents that this Agreement has been duly passed upon by his/her respective government and spread upon the Minutes. Accordingly, the County and City both waive and release any right to contest the enforceability of this Agreement based upon the execution and/or approval thereof.
- (j) In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the parties agree that, during performance of this Agreement, the parties, for themselves, their assignees and successors in interest, will not discriminate against any employee or applicant for employment, any contractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, the parties agree to comply with all applicable implementing regulations and shall include the provisions of this Paragraph in every contract for services contemplated under this Agreement.
- (k) Pursuant to O.C.G.A. § 13-10-91, *et seq.*, the parties shall not enter into a contract for the physical performance of services within the State of Georgia unless the other party shall provide evidence on forms attached hereto as Exhibits “A” and “B” (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and its subcontractors have conducted a verification, under the federal Employment Eligibility Verification (“EEV” or “E-Verify”) program, of the social security numbers, or other identifying information now or hereafter accepted by the E-

Verify program, of all employees who will perform work on the contract to ensure that no unauthorized aliens will be employed.

Each party hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Exhibit "A", and submitted such affidavit to the other party. In the event a party employs or contracts with any subcontractor(s) in connection with the covered contract, the party employing or contracting with any subcontractor agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit "B", and such subcontractor affidavit shall become part of the contractor/subcontractor agreement.

The parties hereby agree to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02. Each party's compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 shall be attested by the execution of the contractor's affidavit, attached hereto as Exhibit "A" and incorporated herein by this reference.

The parties agree that the employee-number category designated below is correct in relation that that party's employee status.

BARROW COUNTY:

- 500 or more employees
- 100 or more employees
- Fewer than 100 employees

CITY OF AUBURN:

- 500 or more employees
- 100 or more employees
- Fewer than 100 employees

Each party hereby agrees that, in the event it employs or contracts with any subcontractor(s) in connection with this Agreement, such party will secure from the subcontractor(s) such

subcontractor(s') indication of the above employee-number category that is applicable to the subcontractor.


The above requirements shall be in addition to the requirements of State and federal law, and shall be construed to be in conformity with those laws.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals this 7th day of November, 2019.

City of Auburn

Barrow County


By: Linda Blechinger, Mayor


By: Pat Graham, Chairman

Attest: 
City Clerk (Seal)

Attest: 
County Clerk (Seal)



EXHIBIT "A"

State of Georgia
County of Barrow

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the entity which is engaged in the physical performance of services with Barrow County (local government) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned will continue to use the federal work authorization program throughout the contract period and the undersigned will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit with the information required by O.C.G.A. § 13-10-91(b).

The undersigned hereby attests that its federal work authorization user identification number and date of authorization are as follows:

144033
Federal Work Authorization User Identification Number

8/12/2008
Date of Authorization

City of Auburn
Name of Local Government Entity

Elections
Name of Project

City of Auburn
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on NOV 7th, 2019 in Auburn (city), GA (state).

Alex W. Mitchem
Signature of Authorized Officer or Agent

Alex W. Mitchem City of Auburn
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 7th DAY OF Nov, 2019.

Carol Malcom
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:
8-12-20



EXHIBIT "B"

State of Georgia
County of _____

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of local government) working with _____ (name of other local government) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to _____ (local government) within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to _____ (local government). Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

**STATE OF GEORGIA
COUNTY OF BARROW**

**INTERGOVERNMENTAL AGREEMENT
FOR BARROW COUNTY
TO CONDUCT ELECTIONS FOR THE TOWN OF BETHLEHEM, GEORGIA**

THIS AGREEMENT entered into between the Town of Bethlehem, Georgia, a municipal corporation, lying wholly within the County of Barrow, Georgia, hereinafter referred to as the “Town”, and Barrow County, a political subdivision of the State of Georgia, (including the Barrow County Board of Elections and Registration) hereinafter referred to as the “County”.

WITNESSETH

WHEREAS, the Georgia General Assembly created a Barrow County Board of Elections and Registration having jurisdiction over the conduct of primaries and elections (Ga. Laws 2004, p.4305, *et seq.*, as amended), and provided that the Board of Elections and Registration shall, with regard to the preparation for, conduct and administration of primaries and elections, succeed to and exercise all duties and powers granted to and incumbent upon the election superintendent pursuant to Title 21 of the O.C.G.A.: and

WHEREAS, the Town, in the performance of its governmental functions, desires to contract with the County to conduct all elections for the citizens of the Town (including general elections, referenda, bond issues, special elections, second elections pursuant to O.C.G.A. § 21-2-520 *et seq.*, and run-off elections, hereinafter referred to as the “Town Elections”) as hereinafter described; and

WHEREAS, under the provisions of the Georgia Election Code, particularly Section 21-2-45 of the O.C.G.A., a Town may by Ordinance authorize the County to conduct Town Elections, and the Town has heretofore adopted such an Ordinance; and

WHEREAS, the Town and the County are also authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to enter into such an agreement for the conduct of Town Elections; and

WHEREAS, O.C.G.A. § 36-70-20 *et seq.* provides that local governments should develop a service delivery system that is efficient and responsive to citizens; and

WHEREAS, the County is willing to conduct Town Elections under the terms and conditions contained herein to accomplish efficiency to the benefit of residents of the Town and the County.

NOW, THEREFORE, in consideration of the premises contained herein, the sufficiency of which is hereby acknowledged, it is hereby agreed by the Town and the County as follows:

(1)

Conduct of Town Elections

This Agreement shall govern the conduct of all Town Elections by the County. Polling places for Town Elections shall be at County polling locations within the Town. It is the intent of the parties that Town

Elections be conducted in compliance with all applicable federal, state and local legal requirements. In the event that any unscheduled Town Election becomes necessary, the Town and the County shall confer and reach a mutually convenient date to conduct any such election.

(2)

Time of Commencement and Completion of Services

- a. The services to be performed pursuant to this Agreement shall commence on January 1, 2020 and expire on December 31, 2028. The Town shall pay to the County an annual fee of one thousand dollars and zero cents (\$1,000.00) per year.
- b. This Agreement may be terminated for convenience by either party by providing to the other party at least ninety (90) days prior written notice of termination at any time.
- c. In the event that the Town: 1) fails to make payment to the County as required by this Agreement; 2) receives written notice from the County of such nonpayment; and 3) fails within thirty (30) days of such notice from the County to make proper payment to the County, then the County may terminate this Agreement, effective immediately, by providing written notice of termination to the Town.
- d. In the event of termination of this Agreement, all compensation theretofore due to the County for services rendered prior to such date of termination shall be tendered by the Town to the County on or before said date of termination, subject only to the satisfactory performance of the County's obligations, if any remain, under the terms and conditions of this Agreement.

(3)

Duties and Responsibilities

The County Election Superintendent and/or the County Elections Supervisor, or their designee(s), shall perform any and all functions for the Town in connection with the conduct of the Town Elections, with the exception of the following tasks to be performed by the Town:

- a. Adoption of Election Resolutions and Calls for Town Elections ("the Calls") as required by Title 21 of the Official Code of Georgia Annotated;
- b. Pursuant to O.C.G.A. § 21-2-130, *et seq.*, the setting of qualifying fees (hereinafter collectively referred to as "Qualifying");
- c. Preparing Qualifying materials for potential candidates and performing Qualifying of candidates, including any write-in candidates, for Town Elections pursuant to O.C.G.A. § 21-2-130 *et seq.* All Qualifying fees shall be deposited into the Town's general fund to help cover election costs;
- d. Submitting Resolutions and other appropriate election information as required to the Barrow County Board of Elections and Registration and the Georgia Secretary of State, except for certification of returns pursuant to O.C.G.A. § 21-2-493;
- e. Performing qualifying officer and filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by candidates or

committees in conjunction with Town Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

- f. Verifying, in a timely manner, accuracy of voter list(s) for Town residents;
- g. Providing to the County a detailed map showing the Town Municipal Boundaries and Voting District Boundaries in compliance with O.C.G.A. § 21-2-226 (c), provided that the County shall have sole discretion regarding Municipal Precinct Boundaries;
- h. Being responsible for all aspects of bond issues, except for Town Elections duties specifically assigned to the County herein;
- i. Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

The County Election Superintendent and/or the County Elections Supervisor, or their designee(s) shall:

- a. Place the Town's candidate(s), and/or referendum question(s) on the ballot for the Town Elections within a reasonable time after written notice from the Town is received by the County (which notice shall include all necessary details and information), and the County shall have ballots printed or loaded into voting equipment as appropriate;
- b. Hire, train, supervise and pay poll officers and absentee ballot clerks;
- c. Prepare and submit to the Town Clerk a draft voter registration list for review, editing and approval;
- d. Perform duties of election superintendent/supervisor, and absentee ballot clerk for Town Elections;
- e. Place advertisements in the Town's legal organ regarding Calls, qualifying of candidates and amounts of qualifying fees pursuant to O.C.G.A. § 21-2-130 *et seq.*, logic and accuracy testing as required by Sections 183-1-12.02 and .07 of the Georgia Administrative Code;
- f. Provide staff, equipment and supplies for conducting Town Elections at Town polling places on Town Election days and for conducting recounts as may be required;
- g. Certify Town Election returns pursuant to O.C.G.A. § 21-2-493, and submit certified Town Election returns to the Georgia Secretary of State or Town Clerk or as otherwise required by law;
- h. Upon a change in Town precincts and voting districts, notify Town residents of any change in voting districts and/or municipal precincts;
- i. Answer, as appropriate, open records requests or complaints forwarded by the Town to the County regarding the County's conduct of Town Elections (not including Qualifying and Filing Officer duties for the Georgia Government Transparency and Campaign Finance Commission);
- j. Preparing and submitting timely requests for Preclearance, as may be necessary, to the Department of Justice, Civil Rights Division under Section V of the Voting Rights Act, including but not limited to submission of a request to allow for the County to conduct Town Elections pursuant to this Agreement and for change of voting precinct or procedures; and

- k. Paying for change of precinct voter registration cards and any notifications of changes in polling places for Town residents.

(4)

Costs Associated with Elections

The fee shall be billed to the Town January 31 of each year, which bill shall be submitted to the Office of the Town Clerk, 750 Manger Avenue, Bethlehem, Georgia 30620. The Town shall pay all invoices within thirty (30) days of receipt. Payments shall be payable to Barrow County, Georgia and remitted to the County Election Supervisor at 233 East Broad Street, Winder, Georgia 30680.

(5)

Legal Responsibilities

- a. To the extent permitted under Georgia Law, the Town shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any Town Election, except claims regarding the negligence or willful acts of agents or employees of the County in connection with any Town Election held pursuant to this Agreement and premises liability claims regarding polling places not owned by the Town of Bethlehem. The Town agrees to reimburse the County for all costs, including but not limited to court costs and attorneys fees, incurred by the County as a result of any such claim or litigation for which the Town is responsible. The Town shall make payment of such reimbursements to the County within sixty (60) days of the final adjudication or settlement of a claim or litigation for which the Town is responsible.
- b. Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the Town, such formality shall be observed without limitation.
- c. In the event that a Town Election is contested, the Town shall bear all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney and all expenses associated with the election challenge and any appeals thereafter and as further defined in Section 5 of this Agreement. If a second election is required, such election will constitute a Town Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

(6)

Miscellaneous

- a. Neither party shall, without written consent of the other party, assign or transfer this Agreement or any rights or obligations hereunder.
- b. The terms of this Agreement shall not be altered, amended, or modified except in writing signed by duly authorized officers or representatives of the parties.
- c. This Agreement shall be construed under the laws of the State of Georgia.

- d. If any paragraph, subparagraph, sentence, clause, phrase, or any portion of this Agreement shall be declared invalid or unconstitutional by any court of competent jurisdiction or if the provisions of any part of this Agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Agreement not held to be invalid. It is hereby declared to be the intent of the parties to provide for separable and divisible parts, and they do hereby adopt any and all parts hereof as may not be held invalid for any reason.
- e. Any notice of communications hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, registered or certified, or when sent by overnight courier, addressed as follows:

Town of Bethlehem, Georgia:

Attn: Mayor
P.O. Box 210
Bethlehem, GA 30620

Barrow County:

Barrow County Election Supervisor
233 East Broad Street
Winder, Georgia 30680

Or to such other address as either party may designate for itself by written notice to the other party from time to time.

- f. This Agreement shall be exclusively for the benefit of the Town and the County and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.
- g. The performance of either party hereunder shall be excused if such party is reasonably precluded from performance by the occurrence of an Uncontrollable Circumstance, which shall be defined as follows: Any act, event, or condition, or any combination thereof, that is beyond the reasonable control of the party relying on the same and that materially interferes with the performance of the party's obligations, to include, but not be limited to, (a) acts of God; (b) fire, flood, hurricane, tornado, and earthquakes; (c) the failure of any utility provider to provide and maintain utility services through no fault of the party; and (d) the preemption, confiscation, diversion, destruction, or other interference in possession or performance or supply of materials or services, by or on behalf of, or with the authority of, a governmental body in connection with a declared or asserted public emergency by an entity other than one of the parties.

A party relying on the occurrence of an Uncontrollable Circumstance as an excuse for non-performance shall, as soon as is reasonably possible upon becoming aware of such an event and its

consequences, notify the other party of the occurrence of such event and its consequences and shall take all reasonable efforts to eliminate the cause of such non-performance and to resume full performance in accordance with this Agreement.

- h. This Agreement may be executed in one or more counterparts, each of which shall constitute an original. It shall not be necessary that each signatory sign the same counterpart as long as each has signed an identical counterpart.
- i. Each of the individuals who executes this Agreement agrees and represents that he/she is authorized to execute this Agreement on behalf of the respective government and further agrees and represents that this Agreement has been duly passed upon by his/her respective government and spread upon the Minutes. Accordingly, the County and Town both waive and release any rights to contest the enforceability of this Agreement based upon the execution and/or approval thereof.
- j. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the parties agree that, during performance of this Agreement, the parties, for themselves, their assignees and successors in interest, will not discriminate against any employee or applicant for employment, any contractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, the parties agree to comply with all applicable implementing regulations and shall include the provisions of this Paragraph in every contract for services contemplated under this Agreement.
- k. Pursuant to O.C.G.A. § 13-10-91, *et seq.*, the parties shall not enter into a contract for the physical performance of services within the State of Georgia unless the other party shall provide evidence on forms attached hereto as Exhibits “A” and “B” (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and its subcontractors have conducted a verification, under the federal Employment Eligibility Verification (“EEV” or “E-Verify”) program, of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, of all employees who will perform work on the contract to ensure that no unauthorized aliens will be employed.

Each party hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Exhibit “A”, and submitted such affidavit to the other party. In the event a party employs or contracts with any subcontractor(s) in connection with the covered contract, the party employing or contracting with any subcontractor agrees to secure from such subcontractor(s) attestation of the subcontractor’s compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor’s execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit “B”, and such subcontractor affidavit shall become part of the contractor/subcontractor agreement.

The parties hereby agree to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02. Each party's compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 shall be attested by the execution of the contractor's affidavit, attached hereto as Exhibit "A" and incorporated herein by this reference.

The parties agree that the employee-number category designated below is correct in relation that that party's employee status.

BARROW COUNTY:

- 500 or more employees
- 100 or more employees
- Fewer than 100 employees

TOWN OF BETHLEHEM:

- 500 or more employees
- 100 or more employees
- Fewer than 100 employees

Each party hereby agrees that, in the event it employs or contracts with any subcontractor(s) in connection with this Agreement, such party will secure from the subcontractor(s) such subcontractor(s)' indication of the above employee-number category that is applicable to the subcontractor.

The above requirements shall be in addition to the requirements of State and federal law, and shall be construed to be in conformity with those laws.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals this
day of Nov., 2019.

Town of Bethlehem

Sandy McNab
By: Sandy McNab, Mayor

Attest: Kathy Fincher Bridges
Town Clerk (Seal)

Barrow County

Pat Graham
By: Pat Graham, Chairman

Attest: Danielle Austin
County Clerk (Seal)



EXHIBIT "A"

State of Georgia
County of Barrow

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the entity which is engaged in the physical performance of services with Barrow County (local government) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned will continue to use the federal work authorization program throughout the contract period and the undersigned will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit with the information required by O.C.G.A. § 13-10-91(b).

The undersigned hereby attests that its federal work authorization user identification number and date of authorization are as follows:

139086
Federal Work Authorization User Identification Number

7/24/08
Date of Authorization

Town of Bethlehem
Name of Local Government Entity

Elections
Name of Project

Town of Bethlehem
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on Nov, 22, 2019 in Bethlehem (city), GA (state).

Kathy Fincher Bridges
Signature of Authorized Officer or Agent

Kathy Fincher Bridges, Town Clerk
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 22 DAY OF November, 2019.

[Signature]
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:
5/13/2022



EXHIBIT "B"

State of Georgia
County of _____

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of local government) working with _____ (name of other local government) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to _____ (local government) within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to _____ (local government). Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

[NOTARY SEAL]
My Commission Expires:

**STATE OF GEORGIA
COUNTY OF BARROW**

**INTERGOVERNMENTAL AGREEMENT
FOR BARROW COUNTY
TO CONDUCT ELECTIONS FOR THE TOWN OF CARL, GEORGIA**

THIS AGREEMENT entered into between the Town of Carl, Georgia, a municipal corporation, lying wholly within the County of Barrow, Georgia, hereinafter referred to as the “Town,” and Barrow County, a political subdivision of the State of Georgia, (including the Barrow County Board of Elections and Registration) hereinafter referred to as the “County.”

WITNESSETH

WHEREAS, the Georgia General Assembly created a Barrow County Board of Elections and Registration having jurisdiction over the conduct of primaries and elections (Ga. Laws 2004, p. 4305, *et seq.*, as amended), and provided that the Board of Elections and Registration shall, with regard to the preparation for, conduct and administration of primaries and elections, succeed to and exercise all duties and powers granted to and incumbent upon the election superintendent pursuant to Title 21 of the O.C.G.A.; and

WHEREAS, the Town, in the performance of its governmental functions, desires to contract with the County to conduct all elections for the citizens of the Town (including general elections, referenda, bond issues, special elections, second elections pursuant to O.C.G.A. § 21-2-520 *et seq.*, and run-off elections, hereinafter referred to as the “Town Elections”) as hereinafter described; and

WHEREAS, under the provisions of the Georgia Election Code, particularly Section 21-2-45 of the O.C.G.A., a Town may by Ordinance authorize the County to conduct Town Elections, and the Town has heretofore adopted such an Ordinance; and

WHEREAS, the Town and the County are also authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to enter into such an agreement for the conduct of Town Elections; and

WHEREAS, O.C.G.A. § 36-70-20 *et seq.* provides that local governments should develop a service delivery system that is efficient and responsive to citizens; and

WHEREAS, the County is willing to conduct Town Elections under the terms and conditions contained herein to accomplish efficiency to the benefit of residents of the Town and the County.

NOW, THEREFORE, in consideration of the premises contained herein, the sufficiency of which is hereby acknowledged, it is hereby agreed by the Town and the County as follows:

(1)

Conduct of Town Elections

This Agreement shall govern the conduct of all Town Elections by the County. The polling place for Town Elections shall be at the Town's City Hall. It is the intent of the parties that Town Elections be conducted in compliance with all applicable federal, state and local legal requirements. In the event that any unscheduled Town Election becomes necessary, the Town and the County shall confer and reach a mutually convenient date to conduct any such election.

(2)

Time of Commencement and Completion of Services

- (a) The services to be performed pursuant to this Agreement shall commence on January 1, 2020 and expire on December 31, 2028. The Town shall pay to the County an annual fee of one thousand dollars and zero cents (\$1,000.00) per year.
- (b) This Agreement may be terminated for convenience by either party by providing to the other party at least ninety (90) days prior written notice of termination at any time.
- (c) In the event that the Town: 1) fails to make payment to the County as required by this Agreement; 2) receives written notice from the County of such nonpayment; and 3) fails within thirty (30) days of such notice from the County to make proper payment to the County, then the County may terminate this Agreement, effective immediately, by providing written notice of termination to the Town.
- (d) In the event of termination of this Agreement, all compensation theretofore due to the County for services rendered prior to such date of termination shall be tendered by the Town to the County

on or before said date of termination, subject only to the satisfactory performance of the County's obligations, if any remain, under the terms and conditions of this Agreement.

(3)

Duties and Responsibilities

The County Election Superintendent and/or the County Elections Supervisor, or their designee(s), shall perform any and all functions for the Town in connection with the conduct of Town Elections, with the exception of the following tasks to be performed by the Town:

- (a) Adoption of Election Resolutions and Calls for Town Elections (“the Calls”) as required by Title 21 of the Official Code of Georgia Annotated;
- (b) Pursuant to O.C.G.A. § 21-2-130, *et seq.*, the setting of qualifying fees (hereinafter collectively referred to as “Qualifying”);
- (c) Preparing Qualifying materials for potential candidates and performing Qualifying of candidates, including any write-in candidates, for Town Elections pursuant to O.C.G.A. § 21-2-130 *et seq.* All Qualifying fees shall be deposited into the Town’s general fund to help cover election costs;
- (d) Submitting Resolutions and other appropriate election information as required to the Barrow County Board of Elections and Registration and the Georgia Secretary of State, except for certification of returns pursuant to O.C.G.A. § 21-2-493;
- (e) Performing qualifying officer and filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by candidates or committees in conjunction with Town Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;
- (f) Verifying, in a timely manner, accuracy of voter list(s) for Town residents;
- (g) Providing to the County a detailed map showing the Town’s Municipal Boundaries, and Voting District Boundaries in compliance with O.C.G.A. § 21-2-226(c), provided that the County shall have sole discretion regarding Municipal Precinct Boundaries;

- (h) Being responsible for all aspects of bond issues, except for Town Elections duties specifically assigned to the County herein;
- (i) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

The County Election Superintendent and/or the County Elections Supervisor, or their designee(s) shall:

- (a) Place the Town's candidate(s), and/or referendum question(s) on the ballot for the Town Elections within a reasonable time after written notice from the Town is received by the County (which notice shall include all necessary details and information), and the County shall have ballots printed or loaded into voting equipment as appropriate;
- (b) Hire, train, supervise and pay poll officers and absentee ballot clerks;
- (c) Prepare and submit to the Town Clerk a draft voter registration list for review, editing and approval;
- (d) Perform duties of election superintendent/supervisor, and absentee ballot clerk for Town Elections;
- (e) Place advertisements in the Town's legal organ regarding Calls, qualifying of candidates and amounts of qualifying fees pursuant to O.C.G.A. § 21-2-130 et seq., logic and accuracy testing as required by Sections 183-1-12-.02 and .07 of the Georgia Administrative Code;
- (f) Provide staff, equipment and supplies for conducting Town Elections at Town polling places on Town Election days and for conducting recounts as may be required;
- (g) Certify Town Election returns pursuant to O.C.G.A. § 21-2-493, and submit certified Town Election returns to the Georgia Secretary of State or Town Clerk or as otherwise required by law;
- (h) Upon a change in Town precincts and voting districts, notify Town residents of any change in voting districts and/or municipal precincts;

- (i) Answer, as appropriate, open records requests or complaints forwarded by the Town to the County regarding the County's conduct of Town Elections (not including Qualifying and Filing Officer duties for the Georgia Government Transparency and Campaign Finance Commission);
- (j) Preparing and submitting timely requests for Preclearance, as may be necessary, to the Department of Justice, Civil Rights Division under Section V of the Voting Rights Act, including but not limited to submission of a request to allow for the County to conduct Town Elections pursuant to this Agreement and for change of voting precinct or procedures; and
- (k) Paying for change of precinct voter registration cards and any notifications of changes in polling places for Town residents.

(4)

Costs Associated with Elections

The fee shall be billed to the Town January 31 of each year, which bill shall be submitted to the Office of the Town Clerk, P.O. Box 52, Auburn, Georgia 30011. The Town shall pay all invoices within thirty (30) days of receipt. Payments shall be payable to Barrow County, Georgia and remitted to the County Election Supervisor at 233 East Broad Street, Winder, Georgia 30680.

(5)

Legal Responsibilities

- (a) To the extent permitted under Georgia Law, the Town shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any Town Election, except claims regarding the negligence or willful acts of agents or employees of the County in connection with any Town Election held pursuant to this Agreement and premises liability claims regarding polling places not owned by the Town of Carl. The Town agrees to reimburse the County for all costs, including but not limited to court costs and attorneys fees, incurred by the County as a result of any such claim or litigation for which the Town is responsible. The Town shall make payment of such reimbursements to the County within sixty (60) days of the final adjudication or settlement of a claim or litigation for which the Town is responsible.

- (b) Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the Town, such formality shall be observed without limitation.
- (c) In the event that a Town Election is contested, the Town shall bear all costs incurred in responding to the election challenge, including, but not limited to, attorneys' fees for the County Attorney and all expenses associated with the election challenge and any appeals thereafter and as further defined in Section 5 of this Agreement. If a second election is required, such election will constitute a Town Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

(6)

Miscellaneous

- (a) Neither party shall, without written consent of the other party, assign or transfer this Agreement or any rights or obligations hereunder.
- (b) The terms of this Agreement shall not be altered, amended, or modified except in writing signed by duly authorized officers or representatives of the parties.
- (c) This Agreement shall be construed under the laws of the State of Georgia.
- (d) If any paragraph, subparagraph, sentence, clause, phrase, or any portion of this Agreement shall be declared invalid or unconstitutional by any court of competent jurisdiction or if the provisions of any part of this Agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Agreement not held to be invalid. It is hereby declared to be the intent of the parties to provide for separable and divisible parts, and they do hereby adopt any and all parts hereof as may not be held invalid for any reason.
- (e) Any notice of communications hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, registered or certified, or when sent by overnight courier, addressed as follows:

Town of Carl, Georgia:

Attn: Mayor
P.O. Box 52
Auburn, Georgia 30011

Barrow County:

Barrow County Election Supervisor
233 East Broad Street
Winder, Georgia 30680

Or to such other address as either party may designate for itself by written notice to the other party from time to time.

- (f) This Agreement shall be exclusively for the benefit of the Town and the County and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.
- (g) The performance of either party hereunder shall be excused if such party is reasonably precluded from performance by the occurrence of an Uncontrollable Circumstance, which shall be defined as follows: Any act, event, or condition, or any combination thereof, that is beyond the reasonable control of the party relying on the same and that materially interferes with the performance of the party's obligations, to include, but not be limited to, (a) acts of God; (b) fire, flood, hurricane, tornado, and earthquakes; (c) the failure of any utility provider to provide and maintain utility services through no fault of the party; and (d) the preemption, confiscation, diversion, destruction, or other interference in possession or performance or supply of materials or services, by or on behalf of, or with the authority of, a governmental body in connection with a declared or asserted public emergency by an entity other than one of the parties.

A party relying on the occurrence of an Uncontrollable Circumstance as an excuse for non-performance shall, as soon as is reasonably possible upon becoming aware of such an event and its consequences, notify the other party of the occurrence of such event and its consequences and shall take all reasonable efforts to eliminate the cause of such non-performance and to resume full performance in accordance with this Agreement.

- (h) This Agreement may be executed in one or more counterparts, each of which shall constitute an original. It shall not be necessary that each signatory sign the same counterpart as long as each has signed an identical counterpart.
- (i) Each of the individuals who executes this Agreement agrees and represents that he/she is authorized to execute this Agreement on behalf of the respective government and further agrees and represents that this Agreement has been duly passed upon by his/her respective government and spread upon the Minutes. Accordingly, the County and Town both waive and release any right to contest the enforceability of this Agreement based upon the execution and/or approval thereof.
- (j) In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the parties agree that, during performance of this Agreement, the parties, for themselves, their assignees and successors in interest, will not discriminate against any employee or applicant for employment, any contractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, the parties agree to comply with all applicable implementing regulations and shall include the provisions of this Paragraph in every contract for services contemplated under this Agreement.
- (k) Pursuant to O.C.G.A. § 13-10-91, *et seq.*, the parties shall not enter into a contract for the physical performance of services within the State of Georgia unless the other party shall provide evidence on forms attached hereto as Exhibits “A” and “B” (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and its subcontractors have conducted a verification, under the federal Employment Eligibility Verification (“EEV” or “E-Verify”) program, of the social security numbers, or other identifying information now or hereafter accepted by the E-

Verify program, of all employees who will perform work on the contract to ensure that no unauthorized aliens will be employed.

Each party hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Exhibit "A", and submitted such affidavit to the other party. In the event a party employs or contracts with any subcontractor(s) in connection with the covered contract, the party employing or contracting with any subcontractor agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit "B", and such subcontractor affidavit shall become part of the contractor/subcontractor agreement.

The parties hereby agree to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02. Each party's compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 shall be attested by the execution of the contractor's affidavit, attached hereto as Exhibit "A" and incorporated herein by this reference.

The parties agree that the employee-number category designated below is correct in relation that that party's employee status.

BARROW COUNTY:

- 500 or more employees
- 100 or more employees
- Fewer than 100 employees

TOWN OF CARL:

- 500 or more employees
- 100 or more employees
- Fewer than 100 employees


Each party hereby agrees that, in the event it employs or contracts with any subcontractor(s) in connection with this Agreement, such party will secure from the subcontractor(s) such

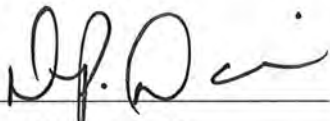
subcontractor(s') indication of the above employee-number category that is applicable to the subcontractor.

The above requirements shall be in addition to the requirements of State and federal law, and shall be construed to be in conformity with those laws.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals this 17th day of October, 2019.

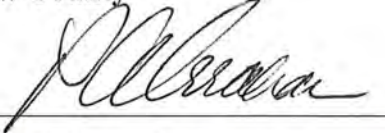
Town of Carl


By: David Brock, Mayor

Attest: 
Town Clerk (Seal)



Barrow County


By: Pat Graham, Chairman


Attest: 
County Clerk (Seal)



EXHIBIT "A"

State of Georgia
County of Barrow

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the entity which is engaged in the physical performance of services with Town of Carl (local government) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned will continue to use the federal work authorization program throughout the contract period and the undersigned will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit with the information required by O.C.G.A. § 13-10-91(b).

The undersigned hereby attests that its federal work authorization user identification number and date of authorization are as follows:

154694
Federal Work Authorization User Identification Number

9/25/2008
Date of Authorization

The Town of Carl
Name of Local Government Entity

Election
Name of Project

Town of Carl
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on Oct 17, 2019 in Carl (city), GA (state).

[Signature]
Signature of Authorized Officer or Agent

Deana Davis City Clerk
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 19 DAY OF November, 2019.

[Signature]
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:
5/13/22



EXHIBIT "B"

State of Georgia
County of _____

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of local government) working with _____ (name of other local government) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to _____ (local government) within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to _____ (local government). Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ___, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

**STATE OF GEORGIA
COUNTY OF BARROW**

**INTERGOVERNMENTAL AGREEMENT
FOR BARROW COUNTY
TO CONDUCT ELECTIONS FOR THE CITY OF WINDER, GEORGIA**

THIS AGREEMENT entered into between the City of Winder, Georgia, a Municipal Corporation, lying wholly within the County of Barrow, Georgia, hereinafter referred to as the “City,” and Barrow County, a political subdivision of the State of Georgia (including the Barrow County Board of Elections and Registration), hereinafter referred to as the “County.”

WITNESSETH

WHEREAS, the Georgia General Assembly created a Barrow County Board of Elections and Registration having jurisdiction over the conduct of primaries and elections (Ga. Laws 2004, p. 4305, *et seq.*, as amended), and provided that the Board of Elections and Registration shall, with regard to the preparation for, conduct and administration of primaries and elections, succeed to and exercise all duties and powers granted to and incumbent upon the election superintendent pursuant to Title 21 of the O.C.G.A.; and

WHEREAS, the City, in the performance of its governmental functions, desires to contract with the County to conduct all elections for the citizens of the City (including general elections, referenda, bond issues, special elections, second elections pursuant to O.C.G.A. § 21-2-520 *et seq.*, and run-off elections, hereinafter referred to as the “City Elections”) as hereinafter described; and

WHEREAS, under the provisions of the Georgia Election Code, particularly Section 21-2-45 of the O.C.G.A., a City may by Ordinance authorize the County to conduct City Elections, and the City has heretofore adopted such an Ordinance; and

WHEREAS, the City and the County are also authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to enter into such an agreement for the conduct of City Elections; and

WHEREAS, O.C.G.A. § 36-70-20 *et seq.* provides that local governments should develop a service delivery system that is efficient and responsive to citizens; and

WHEREAS, City has agreed to pay a flat fee of FOUR THOUSAND DOLLARS (\$4,000.00) to County for the unpaid fees related to calendar year 2018, with such fees to be paid in full by December 31, 2018, as additional consideration in support of this Agreement; and

WHEREAS, the County is willing to conduct City Elections under the terms and conditions contained herein to accomplish efficiency to the benefit of residents of the City and the County.

NOW, THEREFORE, in consideration of the premises contained herein, the sufficiency of which is hereby acknowledged, it is hereby agreed by the City and the County as follows:

(1)

Calendar Year 2018 Fees

As agreed by the parties hereto, City shall pay a flat fee of FOUR THOUSAND DOLLARS (\$4,000.00) to County on or before December 31, 2018, for unpaid fees associated with calendar year 2018. Such payment is additional consideration for this Agreement.

(2)

Conduct of City Elections

This Agreement shall govern the conduct of all City Elections by the County. Polling places for City Elections shall be at County polling locations within the City. It is the intent of the parties that City Elections be conducted in compliance with all applicable federal, state and local legal requirements. In the event that any unscheduled City Election becomes necessary, the City and the County shall confer and reach a mutually convenient date to conduct any such election.

(3)

Time of Commencement and Completion of Services

- (a) The services to be performed pursuant to this Agreement shall commence on January 1, 2019, and shall expire on December 31, 2019. This Agreement shall automatically be renewed for one-year terms (each a “Renewal Term”), unless either party provides to the other party at least ninety (90) days written notice of termination prior to December 31 of the then-current Renewal Term, provided that this Agreement shall terminate absolutely and without any further Renewal Term after ten (10) years. The City shall pay to the County a fee equal to one dollar and zero cents (\$1.00) per active registered voter in the City (based on the January report generated by the State) for provision of these services.
- (b) This Agreement may be terminated for convenience by either party by providing to the other party at least ninety (90) days prior written notice of termination at any time during the initial term or the Renewal Terms.
- (c) In the event that the City: 1) fails to make payment to the County as required by this Agreement; 2) receives written notice from the County of such nonpayment; and 3) fails within thirty (30) days of such notice from the County to make proper payment to the County, then the County may terminate this Agreement, effective immediately, by providing written notice of termination to the City.
- (d) In the event of termination of this Agreement, all compensation theretofore due to the County for services rendered prior to such date of termination shall be tendered by the City to the County on or before said date of termination, subject only to the satisfactory performance of the County’s obligations, if any remain, under the terms and conditions of this Agreement.

(4)

Duties and Responsibilities

The County Election Superintendent and/or the County Election Supervisor, or their designee(s), shall perform any and all functions for the City in connection with the conduct of City Elections, with the exception of the following tasks to be performed by the City:

- (a) Adoption of Election Resolutions and Calls for City Elections (“the Calls”) as required by Title 21 of the Official Code of Georgia;
- (b) Pursuant to O.C.G.A. § 21-2-130, *et seq.*, the setting of qualifying fees (hereinafter collectively referred to as “Qualifying”);
- (c) Preparing Qualifying materials for potential candidates and performing Qualifying of candidates, including any write-in candidates, for City Elections pursuant to O.C.G.A. § 21-2-130 *et seq.* All Qualifying fees shall be deposited into the City’s general fund to help cover election costs;
- (d) Submitting Resolutions and other appropriate election information as required to the Barrow County Board of Elections and Registration and the Georgia Secretary of State, except for certification of returns pursuant to O.C.G.A. § 21-2-493;
- (e) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;
- (f) Verifying, in a timely manner, accuracy of voter list(s) for City residents;
- (g) Providing to the County a detailed map showing the City’s Municipal Boundaries, and Voting District Boundaries in compliance with O.C.G.A. § 21-2-226(c),

provided that the County shall have sole discretion regarding Municipal Precinct Boundaries;

- (h) Being responsible for all aspects of bond issues, except for City Elections duties specifically assigned to the County herein; and
- (i) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

The County Election Superintendent and/or the County Elections Supervisor, or their designee(s) shall:

- (a) Place the City's candidate(s), and/or referendum question(s) on the ballot for City Elections within a reasonable time after written notice from the City is received by the County (which notice shall include all necessary details and information), and the County shall have ballots printed or loaded into voting equipment as appropriate;
- (b) Hire, train, supervise and pay poll officers and absentee ballot clerks;
- (c) Prepare and submit to the City Clerk a draft voter registration list for review, editing and approval;
- (d) Perform duties of election superintendent/supervisor, and absentee ballot clerk for City Elections;
- (e) Place advertisements in the City's legal organ regarding Calls, qualifying of candidates and amounts of qualifying fees pursuant to O.C.G.A. § 21-2-130 et seq., logic and accuracy testing as required by Sections 183-1-12-.02 and -.07 of the Georgia Administrative Code (to be paid by the City);
- (f) Provide staff, equipment and supplies for conducting City Elections at City polling places on City Election days and for conducting recounts as may be required;

- (g) Certify City Election returns pursuant to O.C.G.A. § 21-2-493, and submit certified City Election returns to the Georgia Secretary of State or City Clerk or as otherwise required by law;
- (h) Upon a change in City precincts or voting districts, notify City residents of any change in voting districts and/or municipal precincts;
- (i) Answer, as appropriate, open records requests or complaints forwarded by the City to the County regarding the County's conduct of City Elections (not including Qualifying and filing of State Ethics Commission Reports);
- (j) Preparing and submitting timely requests for Preclearance, as may be necessary, to the Department of Justice, Civil Rights Division under Section V of the Voting Rights Act, including but not limited to submission of a request to allow for the County to conduct City Elections pursuant to this Agreement and for change of voting precinct or procedures; and
- (k) Paying for change of precinct voter registration cards and any notifications of changes in polling places for City residents.

(5)

Costs Associated with Elections

The fee shall be billed to the City on January 31 of each year, which bill shall be submitted to the Office of the City Clerk, City Hall, P.O. Box 566, 25 East Midland Avenue (Second Floor), Winder, Georgia 30680. The City shall pay all invoices within thirty (30) days of receipt. Payments shall be payable to Barrow County, Georgia, and remitted to the County Election Supervisor at 233 East Broad Street, Winder, Georgia 30680.

(6)

Legal Responsibilities

- (a) To the extent permitted under Georgia Law, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City Election, except claims regarding the negligence or willful acts of agents or employees of the County in connection with any City Election held pursuant to this Agreement and premises liability claims regarding polling places not owned by the City. The City agrees to reimburse the County for all costs, including but not limited to court costs and attorney fees, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within sixty (60) days of receipt of any invoice for reimbursement from the County.
- (b) Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.
- (c) In the event that a City Election is contested, the City shall bear all costs incurred in responding to the election challenge, including, but not limited to, attorneys' fees for the County Attorney and all expenses associated with the election challenge and any appeals thereafter and as further defined in Section 5 of this Agreement. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

(7)

Miscellaneous

- (a) Neither party shall, without written consent of the other party, assign or transfer this Agreement or any rights or obligations hereunder.

- (b) The terms of this Agreement shall not be altered, amended, or modified except in writing signed by duly authorized officers or representatives of the parties.
- (c) This Agreement shall be construed under the laws of the State of Georgia.
- (d) If any paragraph, subparagraph, sentence, clause, phrase, or any portion of this Agreement shall be declared invalid or unconstitutional by any court of competent jurisdiction or if the provisions of any part of this Agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Agreement not held to be invalid. It is hereby declared to be the intent of the parties to provide for separable and divisible parts, and they do hereby adopt any and all parts hereof as may not be held invalid for any reason.
- (e) Any notice of communications hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, registered or certified, or when sent by overnight courier, addressed as follows:

City of Winder, Georgia:

Attn: Mayor
Winder City Hall
25 East Midland Avenue
Winder, Georgia 30680

Barrow County:

Barrow County Election Supervisor
233 East Broad Street
Winder, Georgia 30680

Or to such other address as either party may designate for itself by written notice to the other party from time to time.

- (f) This Agreement shall be exclusively for the benefit of the City and the County and shall not provide any third parties with any remedy, claim, liability, reimbursement,

cause of action, or other right.

- (g) The performance of either party hereunder shall be excused if such party is reasonably precluded from performance by the occurrence of an Uncontrollable Circumstance, which shall be defined as follows: Any act, event, or condition, or any combination thereof, that is beyond the reasonable control of the party relying on the same and that materially interferes with the performance of the party's obligations, to include, but not be limited to, (a) acts of God; (b) fire, flood, hurricane, tornado, and earthquakes; (c) the failure of any utility provider to provide and maintain utility services through no fault of the party; and (d) the preemption, confiscation, diversion, destruction, or other interference in possession or performance or supply of materials or services, by or on behalf of, or with the authority of, a governmental body in connection with a declared or asserted public emergency by an entity other than one of the parties.

A party relying on the occurrence of an Uncontrollable Circumstance as an excuse for non-performance shall, as soon as is reasonably possible upon becoming aware of such an event and its consequences, notify the other party of the occurrence of such event and its consequences and shall take all reasonable efforts to eliminate the cause of such non-performance and to resume full performance in accordance with this Agreement.

- (h) This Agreement may be executed in one or more counterparts, each of which shall constitute an original. It shall not be necessary that each signatory sign the same counterpart as long as each has signed an identical counterpart.
- (i) Each of the individuals who executes this Agreement agrees and represents that he is authorized to execute this Agreement on behalf of the respective government and

further agrees and represents that this Agreement has been duly passed upon by his respective government and spread upon the Minutes. Accordingly, the County and City both waive and release any right to contest the enforceability of this Agreement based upon the execution and/or approval thereof

- (j) In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the parties agree that, during performance of this Agreement, the parties, for themselves, their assignees and successors in interest, will not discriminate against any employee or applicant for employment, any contractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, the parties agree to comply with all applicable implementing regulations and shall include the provisions of this Paragraph in every contract for services contemplated under this Agreement.
- (k) Pursuant to O.C.G.A. § 13-10-91, et seq., the Parties shall not enter into a contract for the physical performance of services within the State of Georgia unless the other Party shall provide evidence on forms attached hereto as Exhibits “A” and “B” (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and its subcontractors have conducted a verification, under the federal Employment Eligibility Verification (“EEV” or “E-Verify”) program, of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, of all employees who will perform work on the contract to ensure that no unauthorized aliens will be employed.

Each Party hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Exhibit "A", and submitted such affidavit to the other Party. In the event a Party employs or contracts with any subcontractor(s) in connection with the covered contract, the Party employing or contracting with any subcontractor agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit "B", and such subcontractor affidavit shall become part of the contractor/subcontractor agreement.

The Parties hereby agree to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02. Each Party's compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 shall be attested by the execution of the contractor's affidavit, attached hereto as Exhibit "A" and incorporated herein by this reference.

The Parties agree that the employee-number category designated below is correct in relation that that Party's employee status.

BARROW COUNTY:

- 500 or more employees
- 100 or more employees
- Fewer than 100 employees

CITY OF WINDER:

- 500 or more employees
- 100 or more employees
- Fewer than 100 employees

Each Party hereby agrees that, in the event it employs or contracts with any subcontractor(s) in connection with this Agreement, such Party will secure from the subcontractor(s) such subcontractor(s)' indication of the above employee-number category that is applicable to the subcontractor.

The above requirements shall be in addition to the requirements of State and federal law and shall be construed to be in conformity with those laws.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals this 11 day of December, 2018.

CITY OF WINDER

By: *David Maynard*
David Maynard, Mayor

Attest: *Maddison Dean*
Maddison Dean, City Clerk



BARROW COUNTY

By: *Pat Graham*
Pat Graham, Chairman

Attest: *Danielle Austin*
Danielle Austin, County Clerk



EXHIBIT "A"

STATE OF GEORGIA
COUNTY OF BARROW

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services with Barrow County, Georgia, has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

76555
Federal Work Authorization User Identification Number

12/20/2007
Date of Authorization

Barrow County Board of Elections + Registration
Name of Contractor

Winder Elections
Name of Project

Barrow County Board of Commissioners
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on 12/12, 2018 in Winder (city), GA (state).

[Signature]
Signature of Authorized Officer or Agent

Mike Renshaw, County Manager
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 12 DAY OF
December, 2018.

Danielle Austin
NOTARY PUBLIC

[NOTARY SEAL]



My Commission Expires:
4/29/20

**STATE OF GEORGIA
COUNTY OF BARROW**

**INTERGOVERNMENTAL AGREEMENT
FOR BARROW COUNTY
TO CONDUCT ELECTIONS FOR THE CITY OF STATHAM, GEORGIA**

THIS AGREEMENT entered into between the City of Statham, Georgia, a Municipal Corporation, lying wholly within the County of Barrow, Georgia, hereinafter referred to as the “City,” and Barrow County, a political subdivision of the State of Georgia, (including the Barrow County Board of Elections and Registration) hereinafter referred to as the “County.”

WITNESSETH

WHEREAS, the Georgia General Assembly created a Barrow County Board of Elections and Registration having jurisdiction over the conduct of primaries and elections (Ga. Laws 2004, p. 4305, *et seq.*, as amended), and provided that the Board of Elections and Registration shall, with regard to the preparation for, conduct and administration of primaries and elections, succeed to and exercise all duties and powers granted to and incumbent upon the election superintendent pursuant to Title 21 of the O.C.G.A.; and

WHEREAS, the City, in the performance of its governmental functions, desires to contract with the County to conduct all elections for the citizens of the City (including general elections, referenda, bond issues, special elections, second elections pursuant to O.C.G.A. § 21-2-520 *et seq.*, and run-off elections, hereinafter referred to as the “City Elections”) as hereinafter described; and

WHEREAS, under the provisions of the Georgia Election Code, particularly Section 21-2-45 of the O.C.G.A., a City may by Ordinance authorize the County to conduct City Elections, and the City has heretofore adopted such an Ordinance; and

WHEREAS, the City and the County are also authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to enter into such an agreement for the conduct of City Elections; and

WHEREAS, O.C.G.A. § 36-70-20 *et seq.* provides that local governments should develop a service delivery system that is efficient and responsive to citizens; and

WHEREAS, the County is willing to conduct City Elections under the terms and conditions contained herein to accomplish efficiency to the benefit of residents of the City and the County.

NOW, THEREFORE, in consideration of the premises contained herein, the sufficiency of which is hereby acknowledged, it is hereby agreed by the City and the County as follows:

(1)

Conduct of City Elections

This Agreement shall govern the conduct of all City Elections by the County. Polling places for City Elections shall be at County polling locations within the City. It is the intent of the parties that City Elections be conducted in compliance with all applicable federal, state and local legal requirements. In the event that any unscheduled City Election becomes necessary, the City and the County shall confer and reach a mutually convenient date to conduct any such election.

(2)

Time of Commencement and Completion of Services

- (a) The services to be performed pursuant to this Agreement shall commence on January 1, 2019, and expire on December 31, 2019. This Agreement shall automatically be renewed for additional one-year terms (each a “Renewal Term”), unless either party provides to the other party at least ninety (90) days written notice of termination prior to December 31 of the then-current Renewal Term, provided that this Agreement shall terminate absolutely and without any further Renewal Term after

ten (10) years. The City shall pay to the County a fee equal to one dollars and zero cents (\$1.00) per active registered voter in the City (based on the January report generated by the State) for provision of these services.

- (b) This Agreement may be terminated for convenience by either party by providing to the other party at least ninety (90) days prior written notice of termination at any time during the initial term or the Renewal Terms.
- (c) In the event that the City: 1) fails to make payment to the County as required by this Agreement; 2) receives written notice from the County of such nonpayment; and 3) fails within thirty (30) days of such notice from the County to make proper payment to the County, then the County may terminate this Agreement, effective immediately, by providing written notice of termination to the City.
- (d) In the event of termination of this Agreement, all compensation theretofore due to the County for services rendered prior to such date of termination shall be tendered by the City to the County on or before said date of termination, subject only to the satisfactory performance of the County's obligations, if any remain, under the terms and conditions of this Agreement.

(3)

Duties and Responsibilities

The County Election Superintendent and/or the County Election Supervisor, or their designee(s), shall perform any and all functions for the City in connection with the conduct of City Elections, with the exception of the following tasks to be performed by the City:

- (a) Adoption of Election Resolutions and Calls for City Elections ("the Calls") as required by Title 21 of the Official Code of Georgia;

- (b) Pursuant to O.C.G.A. § 21-2-130, *et seq.*, the setting of qualifying fees (hereinafter collectively referred to as “Qualifying”);
- (c) Preparing Qualifying materials for potential candidates and performing Qualifying of candidates, including any write-in candidates, for City Elections pursuant to O.C.G.A. § 21-2-130 *et seq.* All Qualifying fees shall be deposited into the City’s general fund to help cover election costs;
- (d) Submitting Resolutions and other appropriate election information as required to the Barrow County Board of Elections and Registration and the Georgia Secretary of State, except for certification of returns pursuant to O.C.G.A. § 21-2-493;
- (e) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;
- (f) Verifying, in a timely manner, accuracy of voter list(s) for City residents;
- (g) Providing to the County a detailed map showing the City’s Municipal Boundaries, and Voting District Boundaries in compliance with O.C.G.A. § 21-2-226(c), provided that the County shall have sole discretion regarding Municipal Precinct Boundaries;
- (h) Being responsible for all aspects of bond issues, except for City Elections duties specifically assigned to the County herein;
- (i) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

The County Election Superintendent and/or the County Elections Supervisor, or their designee(s) shall:

- (a) Place the City's candidate(s), and/or referendum question(s) on the ballot for City Elections within a reasonable time after written notice from the City is received by the County (which notice shall include all necessary details and information), and the County shall have ballots printed or loaded into voting equipment as appropriate;
- (b) Hire, train, supervise and pay poll officers and absentee ballot clerks;
- (c) Prepare and submit to the City Clerk a draft voter registration list for review, editing and approval;
- (d) Perform duties of election superintendent/supervisor, and absentee ballot clerk for City Elections;
- (e) Place advertisements in the City's legal organ regarding Calls, qualifying of candidates and amounts of qualifying fees pursuant to O.C.G.A. § 21-2-130 et seq., logic and accuracy testing as required by Sections 183-1-12-.02 and -.07 of the Georgia Administrative Code (to be paid by the City);
- (f) Provide staff, equipment and supplies for conducting City Elections at City polling places on City Election days and for conducting recounts as may be required;
- (g) Certify City Election returns pursuant to O.C.G.A. § 21-2-493, and submit certified City Election returns to the Georgia Secretary of State or City Clerk or as otherwise required by law;
- (h) Upon a change in City precincts or voting districts, notify City residents of any change in voting districts and/or municipal precincts;

- (i) Answer, as appropriate, open records requests or complaints forwarded by the City to the County regarding the County's conduct of City Elections (not including Qualifying and filing of State Ethics Commission Reports);
- (j) Preparing and submitting timely requests for Preclearance, as may be necessary, to the Department of Justice, Civil Rights Division under Section V of the Voting Rights Act, including but not limited to submission of a request to allow for the County to conduct City Elections pursuant to this Agreement and for change of voting precinct or procedures; and
- (k) Paying for change of precinct voter registration cards and any notifications of changes in polling places for City residents.

(4)

Costs Associated with Elections

The fee shall be billed to the City January 31 of each year, which bill shall be submitted to the Office of the City Clerk, City Hall, P.O. Box 28, 327 Jefferson Street, Statham, Georgia 30666. The City shall pay all invoices within thirty (30) days of receipt. Payments shall be payable to Barrow County, Georgia, and remitted to the County Election Supervisor at 233 East Broad Street, Winder, Georgia 30680.

(5)

Legal Responsibilities

- (a) To the extent permitted under Georgia Law, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City Election, except claims regarding the negligence or willful acts of agents or employees of the County in connection with any City Election held pursuant to this Agreement and premises liability claims regarding polling places not owned by the

City of Statham. The City agrees to reimburse the County for all costs, including but not limited to court costs and attorney fees, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within sixty (60) days of receipt of any invoice for reimbursement from the County.

- (b) Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.
- (c) In the event that a City Election is contested, the City shall bear all costs incurred in responding to the election challenge, including, but not limited to, attorneys' fees for the County Attorney at the hourly rate then charged to the County for routine work and all expenses associated with the election challenge and any appeals thereafter and as further defined in Section 5 of this Agreement. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

(6)

Miscellaneous

- (a) Neither party shall, without written consent of the other party, assign or transfer this Agreement or any rights or obligations hereunder.
- (b) The terms of this Agreement shall not be altered, amended, or modified except in writing signed by duly authorized officers or representatives of the parties.
- (c) This Agreement shall be construed under the laws of the State of Georgia.
- (d) If any paragraph, subparagraph, sentence, clause, phrase, or any portion of this Agreement shall be declared invalid or unconstitutional by any court of competent

jurisdiction or if the provisions of any part of this Agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Agreement not held to be invalid. It is hereby declared to be the intent of the parties to provide for separable and divisible parts, and they do hereby adopt any and all parts hereof as may not be held invalid for any reason.

- (e) Any notice of communications hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, registered or certified, or when sent by overnight courier, addressed as follows:

City of Statham, Georgia:

Attn: Mayor
P.O. Box 28
327 Jefferson Street
Statham, Georgia 30666

Barrow County:

Barrow County Election Supervisor
233 East Broad Street
Winder, Georgia 30680

Or to such other address as either party may designate for itself by written notice to the other party from time to time.

- (f) This Agreement shall be exclusively for the benefit of the City and the County and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.
- (g) The performance of either party hereunder shall be excused if such party is reasonably precluded from performance by the occurrence of an Uncontrollable Circumstance, which shall be defined as follows: Any act, event, or condition, or any combination thereof, that is beyond the reasonable control of the party relying on

the same and that materially interferes with the performance of the party's obligations, to include, but not be limited to, (a) acts of God; (b) fire, flood, hurricane, tornado, and earthquakes; (c) the failure of any utility provider to provide and maintain utility services through no fault of the party; and (d) the preemption, confiscation, diversion, destruction, or other interference in possession or performance or supply of materials or services, by or on behalf of, or with the authority of, a governmental body in connection with a declared or asserted public emergency by an entity other than one of the parties.

A party relying on the occurrence of an Uncontrollable Circumstance as an excuse for non-performance shall, as soon as is reasonably possible upon becoming aware of such an event and its consequences, notify the other party of the occurrence of such event and its consequences and shall take all reasonable efforts to eliminate the cause of such non-performance and to resume full performance in accordance with this Agreement.

- (h) This Agreement may be executed in one or more counterparts, each of which shall constitute an original. It shall not be necessary that each signatory sign the same counterpart as long as each has signed an identical counterpart.
- (i) Each of the individuals who executes this Agreement agrees and represents that he is authorized to execute this Agreement on behalf of the respective government and further agrees and represents that this Agreement has been duly passed upon by his respective government and spread upon the Minutes. Accordingly, the County and City both waive and release any right to contest the enforceability of this Agreement based upon the execution and/or approval thereof

(j) In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the parties agree that, during performance of this Agreement, the parties, for themselves, their assignees and successors in interest, will not discriminate against any employee or applicant for employment, any contractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, the parties agree to comply with all applicable implementing regulations and shall include the provisions of this Paragraph in every contract for services contemplated under this Agreement.

(k) Pursuant to O.C.G.A. § 13-10-91, et seq., the Parties shall not enter into a contract for the physical performance of services within the State of Georgia unless the other Party shall provide evidence on forms attached hereto as Exhibits "A" and "B" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and its subcontractors have conducted a verification, under the federal Employment Eligibility Verification ("EEV" or "E-Verify") program, of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, of all employees who will perform work on the contract to ensure that no unauthorized aliens will be employed.

Each Party hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Exhibit "A", and submitted such affidavit to the other Party. In the event a Party employs or contracts with any subcontractor(s) in connection with the covered contract, the Party employing or

contracting with any subcontractor agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit "B", and such subcontractor affidavit shall become part of the contractor/subcontractor agreement.

The Parties hereby agree to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02. Each Party's compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 shall be attested by the execution of the contractor's affidavit, attached hereto as Exhibit "A" and incorporated herein by this reference.

The Parties agree that the employee-number category designated below is correct in relation that that Party's employee status.

BARROW COUNTY:

- 500 or more employees
- 100 or more employees
- Fewer than 100 employees

CITY OF STATHAM:

- 500 or more employees
- 100 or more employees
- Fewer than 100 employees

Each Party hereby agrees that, in the event it employs or contracts with any subcontractor(s) in connection with this Agreement, such Party will secure from the subcontractor(s) such subcontractor(s)' indication of the above employee-number category that is applicable to the subcontractor.

The above requirements shall be in addition to the requirements of State and federal law, and shall be construed to be in conformity with those laws.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals this 20 day of June, 2018.

CITY OF STATHAM

By: Robert Bridges
Robert Bridges, Mayor

Attest: Mai Chang
Mai Chang, City Clerk

[AFFIX CITY SEAL]

BARROW COUNTY

By: Pat Graham
Pat Graham, Chairman

Attest: Danielle Austin
Danielle Austin, County Clerk

[AFFIX COUNTY SEAL]



EXHIBIT "A"

STATE OF GEORGIA
COUNTY OF BARROW

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of _____ (name of public entity) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

76555
Federal Work Authorization User
Identification Number
12/20/2007
Date of Authorization
Barrow County Elections
Name of Contractor
Statham Elections
Name of Project
Barrow County BOC
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on JULY 10, 2018 in Winder (city),
GA (state).

[Signature]
Signature of Authorized Officer or Agent

Michael Renshaw, County Manager
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS
THE 10 DAY OF July, 2018.

Danielle Austin
NOTARY PUBLIC

[NOTARY SEAL]



My Commission Expires:

4/29/20

EXHIBIT "B"

STATE OF GEORGIA
COUNTY OF BARROW

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of _____ (name of public entity) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User
Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on _____, ____, 201__ in _____ (city),
_____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS
THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:



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: *Municipal Indigent Defense and Public Defender*

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.

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.).

Local Government or Authority	Funding Method
City of Auburn	General Fund, Fines, Fees
Town of Bethlehem	General Fund, Fines, Fees
Town of Braselton	General Fund, Fines, Fees
Town of Carl	General Fund, Fines, Fees
City of Statham	General Fund, Fines, Fees
City of Winder	General Fund, Fines, Fees

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

Cities will provide any Indigent Defense and Public Defender Services required in their respective Municipal Courts.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
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: 07/10/2024

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: *Municipal Law Enforcement/Policing*

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 Braselton, 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.

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.).

Local Government or Authority	Funding Method
City of Auburn	General Fund, SPLOST, Fines, Forfeitures, Grants, Bonds
Town of Braselton	General Fund, SPLOST, Fines, Forfeitures, Grants, Bonds
City of Statham	General Fund, SPLOST, Fines, Forfeitures, Grants, Bonds
City of Winder	General Fund, SPLOST, Fines, Forfeitures, Grants, Bonds

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

Four of the municipalities within Barrow County provide Municipal Law Enforcement/Policing Services within their respective municipal boundaries at a higher level of service. Municipal Law Enforcement/Policing services include uniform patrol, traffic and investigation services.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Mutual Aid Agreement	Barrow County Sheriff and City of Winder	01/06/09-until terminated
Jail Agreement	Barrow County, Barrow County Sheriff, City of Winder	01/01/09 - Annual Renewal
Information Exchange	Barrow County Sheriff and City of Winder	08/09/17-until terminated
MOU for Traffic unit	Barrow County Sheriff and City of Winder	03/03/15-until terminated
Technology Information MOU	Barrow County Sheriff and City of Winder	03/24/15-until terminated
IGA Towing Service	Barrow County Sheriff and City of Winder	11/1/10 - Annual Renewal

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: 12/03/2024

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:

COPY

LAW ENFORCEMENT MUTUAL AID AGREEMENT

This Law Enforcement Mutual Aid Agreement (“Agreement”), made this 6th day of JANUARY, 2009, by and between the **Barrow County Sheriff’s Office**, an agency of the State of Georgia, sometimes hereinafter referred to as “the Sheriff,” and the **City of Winder Police Department**, a body corporate and politic of the State of Georgia, sometimes hereinafter referred to as “the Agency.”

WHEREAS, it is in the public interest that police and sheriff’s departments throughout the State of Georgia cooperate to the greatest extent possible to provide prompt, effective, and professional police services; and

WHEREAS, portions of the boundaries of Barrow County are in close proximity or contiguous portions of the boundaries of the undersigned Agency with similar law enforcement problems; and

WHEREAS, all police officers, deputy sheriffs, other law enforcement officers of the participating agencies (hereinafter sometimes referred to as “police”) are trained in current law enforcement techniques and have completed a course of training prescribed by Georgia Law pursuant to O.C.G.A. § 35-8-1 *et seq.*; and

WHEREAS, police officials of both parties are aware that from time to time emergency situations have developed at locations and times in either jurisdiction when sufficient police resources were not immediately available to enable police to render prompt, effective, and professional service to the public; and

WHEREAS, the Sheriff and the undersigned Agency are desirous of extending prompt, effective and professional police service to the public to the extent that police resources are available; and

WHEREAS, pursuant to the authority conferred in Article IX, Section II, Paragraph III of the Georgia Constitution, and O.C.G.A. § 36-69-3.1, the parties enter into this Law Enforcement Mutual Aid Agreement.

NOW THEREFORE, the Sheriff and the undersigned Agency do hereby agree as follows:

1.

Whenever, in the judgment of the Sheriff of Barrow County or the undersigned law enforcement official, or in the event of their absence or unavailability, an officer designated by either the undersigned law enforcement official or the Sheriff, an emergency situation occurs and the law enforcement agency in the jurisdiction where the emergency occurs does not have sufficient police or equipment immediately available to properly handle the emergency, the Sheriff or undersigned law enforcement official, or designated officer, may request assistance in the form of police personnel or equipment from the other jurisdiction. The request shall be directed to the undersigned law enforcement official or Agency of the Sheriff of Barrow County, or, in the event of their absence or unavailability, an officer designated by either. If, in the judgment of the designated officer of the jurisdiction to whom the request has been made, an emergency does exist and the police or equipment requested are available, such resources may be dispatched as requested. In accordance with O.C.G.A. § 36-69-8, a participating agency will provide operational assistance only to the extent that the police and equipment are not required for adequate protection of that agency. The Sheriff or the undersigned law enforcement official or agency shall have the sole authority to determine the personnel and equipment, if any, available for operational assistance. Notwithstanding anything to the contrary herein, the agreement shall not be construed to authorize the Sheriff to “deputize” the law enforcement officers of the undersigned agency as officers and deputies of the Sheriff.

2.

The term “emergency,” as used in this Agreement, may include but is not limited to existence of conditions of extreme peril to the safety of persons and property within the territorial limits of the respective jurisdictions, caused by natural disasters, riots, civil disturbances, or other situations presenting major law enforcement and other public safety problems, which conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of that political subdivision of the state and which require the combined forces of other political subdivisions of the state to combat, in accordance with O.C.G.A. § 36-69-2.

3.

The manner of providing assistance, as set forth in this agreement, shall not affect the authority granted police officers in matters involving fresh pursuit, as provided in O.C.G.A. § 17-4-20.

4.

Pursuant to O.C.G.A. §§ 36-69-4 and 36-69-6, the parties acknowledge that the acts performed in furtherance of this agreement by police officers, deputies, agents, or employees and the expenditures made by the Sheriff and Barrow County shall be deemed conclusively to be for a public and governmental purpose, and all of the immunities from liability enjoyed by the jurisdictions when acting through its police officers, agents, or employees for a public or

governmental purpose within its territorial limits shall be enjoyed by the jurisdictions to the same extent when acting pursuant to other lawful authority and/or agreement beyond the territorial limits of the parties.

5.

Pursuant to O.C.G.A. §§ 36-69-4 and 36-69-6, the parties acknowledge that the police officers, agents, and employees, when acting in furtherance of authority of this Agreement beyond the territorial limits of the jurisdictions in which they are commissioned or employed, have all the immunities from liability and exemptions from laws, ordinances, and regulations and have all the pension relief, disability, workers' compensation, and other benefits enjoyed by them while performing their respective duties within the territorial limits of the jurisdiction in which they are commissioned or employed.

6.

Pursuant to O.C.G.A. § 36-69-7, each of the parties to this Agreement agree that:

- (a) To the extent allowed by law, and without waiving any applicable immunities, the Sheriff will indemnify the undersigned Agency from all claims by third parties against the undersigned Agency for property damage or personal injury which might arise out of the activity covered in this Agreement in which the undersigned Agency's personnel or equipment are in Barrow County responding to the Sheriff's request for aid.
- (b) To the extent allowed by law, and without waiving any applicable immunities, and in exactly the same manner as in subsection (a) of this paragraph, the undersigned Agency will indemnify the Sheriff for all claims by third parties against the Sheriff for property damage or personal injury which might arise out of the activity covered in this Agreement in which the Sheriff's personnel or equipment are in the jurisdiction of the undersigned Agency responding to the Agency's request for aid.
- (c) The undersigned Agency shall waive all claims it might have against the Sheriff for property damage or personal injury arising out of this Agreement while the undersigned Agency's personnel or equipment are in the jurisdiction of Barrow County responding to said Sheriff's request for aid.
- (d) The Sheriff will waive all claims it might have against the undersigned Agency for property damage or personal injury arising out of this Agreement while the Sheriff's office personnel or equipment are in the jurisdiction of the undersigned Agency responding to said Agency's request for aid.

7.

Each party to this Agreement agrees to cooperate fully with the other party in the defense of claims, pursuant to the indemnification provisions of Paragraph 6. This cooperation shall include but is not limited to the following:

- (a) Providing immediate notification to the other party of any accident or incident resulting in personal injury, damage, or having the potential for liability;
- (b) Permitting a party to this Agreement to conduct a parallel independent investigation of any accident or incident; and
- (c) Making personnel, records, and equipment available for purposes of the defense of any claim or suit.

8.

Pursuant to O.C.G.A. § 36-69-3, all personnel provided by the neighboring jurisdictions shall report to and obey the orders of the senior police officer of the jurisdiction requesting the aid.

9.

Radio communications between the jurisdictions shall be coordinated through the Communications Section of each party. In addition, requests for aid in mass processing of arrestees, transportation of prisoners or operation of a temporary detention facility shall be coordinated through the Sheriff of Barrow County (or the Sheriff of the neighboring jurisdiction, where appropriate), the undersigned law enforcement official of the undersigned Agency or, in their absence, the senior ranking commissioned police officer.

10.

In accordance with O.C.G.A. § 36-69-5, each participating agency which furnishes any equipment pursuant to this Agreement shall bear the loss or damage to such equipment and shall pay any expense incurred in the operation and maintenance thereof. Unless otherwise provided by this Agreement, each participating agency furnishing aid pursuant to this Agreement shall compensate its own employees during the time of rendering of such aid and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid.

11.

(a) **Workers' Compensation Coverage:** Each party to this Agreement will be responsible for its own actions and those of its employees and is responsible for complying with the State of Georgia Workers' Compensation Act. Coverage under this Act may be obtained (1) by a policy with an insurance company licensed to do business in the State of Georgia, (2) by being a qualified self-insured, or (3) by being a member of a group self-insurance association. Each public entity should understand that workers' compensation coverage does not automatically extend to volunteers. Each public entity may obtain accident insurance for any

volunteer at the locality's discretion. Workers' compensation coverage for certain volunteers (e.g., volunteer firefighters, volunteer lifesaving or volunteer rescue squad members, volunteer law enforcement chaplains, auxiliary or reserve law enforcement officers, auxiliary or reserve deputy sheriffs, volunteer emergency medical technicians, and members of volunteer search and rescue organizations) may be obtained by adding this exposure to the locality's workers' compensation coverage. As an alternative, the individual volunteer company may obtain workers' compensation insurance coverage for this exposure.

(b) Automobile Liability Coverage: Each party to this Agreement is responsible for its own actions and is responsible for complying with the State of Georgia's motor vehicle financial responsibility laws. Coverage under these laws may be obtained (1) by a policy with an insurance company licensed to do business in the State of Georgia, (2) by being a qualified self-insured, or (3) by being a member of a group self-insurance association. Each public entity agrees to obtain automobile liability coverage with at least a \$ 1,000,000 combined single limit and coverage extended to owned, non-owned, and hired vehicles. It is understood that the public entity may include in the emergency response volunteer companies that have motor vehicles titled in the name of the volunteer company. It is the responsibility of the public entity to determine if the volunteer company has automobile liability coverage as outlined in this section. This provision is met by being a qualified self-insured or by being a member of a group self-insurance association.

(c) General Liability, Public Officials Liability, and Law Enforcement Liability: To the extent permitted by law and without waiving sovereign immunity, each party to this Agreement will be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions and the actions of its personnel in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each public entity agrees to obtain general liability with at least a \$ 1,000,000 combined single limit. These coverage's may be obtained (1) by a policy with an insurance company licensed to do business in the State of Georgia, (2) by being a qualified self-insured, (3) by being a member of a group self-insurance association, or (4) by any insurance plan administered through the Department of General Services Division of Risk Management.

12.

The execution of this Agreement shall not give rise to any liability or responsibility for failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever. In witness whereof, this Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.


13.


Pursuant to Article IX, Section II, Paragraph III of the Georgia Constitution, and O.C.G.A. § 36-69-3.1, this Agreement shall commence upon execution by all parties and remain in effect until either party hereto cancels its participation in this Agreement by sending a written notice thirty (30) days prior to the cancellation from the Sheriff to the undersigned Agency or from the undersigned agency to the Sheriff. However, notwithstanding this paragraph, all rights, duties, indemnities, privileges, and obligations of the parties under this Agreement that accrued prior to such termination shall not be affected by such termination and shall remain in full force and effect.

WITNESS the hands and seals of the parties the day and year first above written.

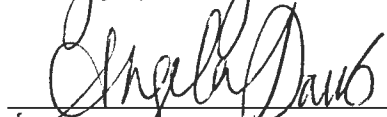
WITNESS/ATTEST:

Barrow County Sheriff's Office


Print name: DENNIS L. DORSEY
Title: CAPTAIN


By: 
Judson K. Smith, Sheriff

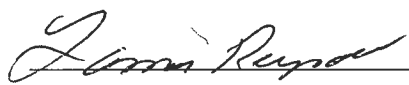
Reviewed as to form and legal sufficiency and approved for execution this 20th day of January, 2009.


Angela E. Davis, County Attorney


City/County of Barrow

WITNESS/ATTEST:

By: 
Stanley Rodgers Chief


Print name: Lamar Reynolds
Title: CAPTAIN

Reviewed as to form and legal sufficiency and approved for execution this 6th day of January, 2009.


John Stell, City Attorney

City/County of Winder GA

STATE OF GEORGIA
COUNTY OF BARROW

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of January, 2009, by and between the city of Winder, Georgia a municipal corporation located in Barrow County whose official address is 45 East Athens Street, Winder, Georgia, hereinafter referred to as the “city”, and Barrow County, a political subdivision of the State of Georgia, by and through the Board of Commissioners of Barrow County, hereinafter referred to as the “county”, whose official address is 30 North Broad Street, Winder, Georgia 30680, approve by Judson K. Smith in his official capacity as the duly elected sheriff of Barrow County, Georgia, hereinafter referred to as the “sheriff”.

WHEREAS, Barrow County presently operates a detention facility for the detention of persons charged with and / or convicted of violations of criminal statutes of the State of Georgia and county ordinances, and

WHEREAS, in order to promote effective and efficient law enforcement in the aforesaid city and county and to avoid the duplication of services, the parties hereto have reached the agreement herein specified pursuant to the provisions of Article IX, Section III, paragraph 1 of the 1983 Constitution of the State of Georgia and O.C.G.A. 15-21-92;

NOW, THEREFORE, in consideration of the mutual promises and benefits accruing to each of the parties.

IT IS AGREED AS FOLLOW:

1. **SERVICES AND FACILITIES.** The County shall provide to the City of Winder services and facilities for the detention of persons charged with or convicted of violations of the municipal ordinances of the City of Winder and state offenses within the city limits, as hereinafter described, which services and facilities are to be substantially the same as utilized for the detention of persons charged with or convicted of violations of state statues and county ordinances.

2. **COMPENSATION.** In addition to the fines currently collected and effective on the date set forth hereinabove, the city shall impose an additional penalty of ten percent (10%) for any offense committed within the city pursuant to O.C.G.A. s 15-21-93. The city shall pay the county those sums so collected pursuant to imposition of this additional ten percent (10%) penalty. The county shall deposit said sums in a County Jail Fund, for constructing, operating and staffing the county jail, pursuant to O.C.G.A. § 15-21-95. The additional penalty provided for under this section shall be collected in the same manner as the peace officers annuity and benefit fund.

3. **MEDICAL CARE OF PRISONERS.** Emergency medical treatment for detainees and sentenced inmates and prisoners will be charged to the detainee or inmate to the extent allowed by law; however, in the event the detainee or inmate does not pay, the City will be responsible for the emergency medical care costs. The Sheriff's Office shall notify the city prior to taking any detainee or inmate for emergency medical treatment. This notice to the city shall be a pre-requisite to the city having an obligation to pay pursuant to this provision for emergency medical treatment. All detainees and sentenced inmates who require in-house, non-emergency medical care will receive said care with the cost charged to the detainee or inmate; however, in the event the detainee or inmate does not pay, the County will be responsible for the in-house, non-emergency medical care costs.

4. **PROCESSING OF DETAINEES.** The city shall comply with all procedures and policies of the Barrow County Sheriff's Department regarding the processing of persons to be detained in

the county detention facility. Said policies and procedures are attached hereto and incorporated by reference herein as Exhibit "A". Detention by the county of persons charged with violations of municipal ordinances shall be contingent upon the availability of space in the Barrow county detention facility, and the county shall be under no obligation to give the city any preference or priority in the detention of persons in the county detention facility. County agrees that no other municipality or contractor for inmate space shall have priority over city's need for space but that inmate space shall be on a first come first serve basis for all municipal and / or contractors for inmate space. If the detention facility reaches maximum capacity levels, the sheriff shall have the authority to issue a release on recognizance to any person detained / sentenced by the city upon telephone notification to the City Police Department. In lieu of such release, City Police shall retrieve such person within eight hours of notification by the sheriff or his appointed representative. The county further agrees to provide housing to city detainees / inmates on weekends if maximum capacity levels have not been reached.

5. **BONDING.** All city detainees will be transported by the city to the county jail. In order to avoid the duplication of services by the city and county, the county shall continue to oversee the bonding of city detainees as it does for county and state detainees. Only bonding agents approved by the Barrow County Sheriff may write bonds for detainees once they have been transported to Barrow County detention facility. The bonding agents shall write bonds for city detainees in the same manner and under the same conditions as they do for other detainees.

6. **TRANSPORTATION.** The city will be responsible for transporting all persons arrested and / or sentenced for a municipal offense to and from the county detention facility. The city will be responsible for scheduling pre-trial detainees for court. Notice must be given to county not less than three (3) hours prior to the pick up time. In an emergency medical situation, the county agrees to transport the detainees to and from the appropriate facility.

7. **EARLY RELEASE.** The city will participate in the county's early release program provided this program is ordered by the judge of the municipal court of the City of Winder.

8. **PROCEDURE.** Upon transporting a detainee / inmate to the jail, the city shall submit a signed order from the city's Municipal Court Judge or the defendant's copy of the citation, stating the name of the detainee / inmate, the charge and sentence (if applicable). Upon the presentation of such order or citation, the county shall accept the detainee / inmate at the county jail.

9. **FORMS.** City and county shall establish standard forms to be used to implement the provisions of this agreement.

10. **COMMUNICATION.** Notification of release, verification of sentences, fines paid or other action affecting the release or status of the detainee will be transmitted by facsimile or personally delivered by the city to the county.

11. **SCOPE OF AGREEMENT.** The provisions contained in this Agreement are applicable to municipal offenses and state offenses committed within the jurisdiction of the city. Municipal offenses are defined as and include:

- (a) all city offenses;
- (b) rules of the road violations including speeding and DUI;
- (c) misdemeanor shoplifting of less than \$300.00;
- (d) misdemeanor of possession of less than one ounce of marijuana; and
- (e) any other city ordinance described in a city lawful citation.

12. **CONTRACT TERM.** This agreement will be effective as of January 1, 2009 and shall run through December 31, 2009. This Agreement will automatically be renewed for a one year term beginning January 1, 2010 and for one year terms thereafter unless either party delivers written notice of non-renewal to the other party at least ninety (90) days prior to the expiration of the then-existing term, in which event this Agreement will terminate upon the expiration of the then-existing term.

13. **AMENDMENTS.** Any term of this contract may be amended by the written consent of both parties to this Agreement.

14. **SEVERABILITY.** Any provision hereof which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

15. **COUNTERPARTS.** This Agreement may be executed simultaneously in three or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. **HEADINGS.** All headings or paragraphs and sections and subparts thereof in this Agreement are inserted for convenience only and shall not modify or affect the construction or interpretation of any provision of this Agreement.

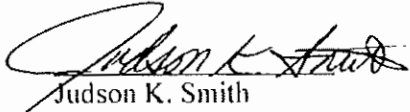
17. **ENTIRE AGREEMENT.** This Agreement and any exhibits, schedules and addenda delivered herewith represent the entire Agreement and understanding of the parties, and supersede all prior agreements, communications, understandings, negotiations, and discussions, whether oral or written, by and among the parties hereto, with respect to the county's housing of detainee / inmates and the city's payment for the housing of detainee / inmates.

18. **NON-WAIVER.** No delay or failure on the part of either party in exercising any right hereunder, and no partial or single exercise thereof, will constitute a waiver of such right or of any other right hereunder.

IN WITNESS WHEREOF, the parties hereto, by and through their appropriate representatives, have entered into this agreement and affixed their signature hereto, as set forth in duplicate originals.

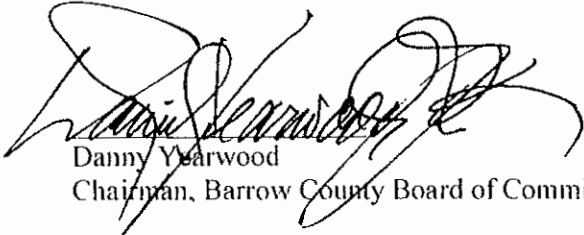
[SIGNATURES ON FOLLOWING PAGE]

FOR THE SHERIFF'S OFFICE



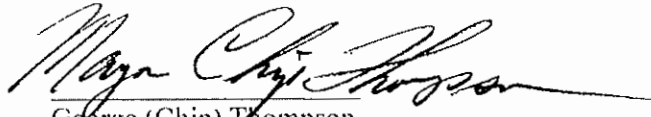
Judson K. Smith
Sheriff, Barrow County

FOR THE COUNTY

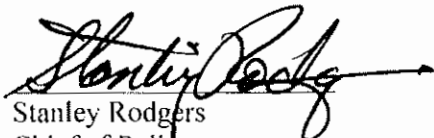


Danny Yearwood
Chairman, Barrow County Board of Commissioners

FOR THE CITY OF WINDER



George (Chip) Thompson
Mayor



Stanley Rodgers
Chief of Police

Information Exchange Agreement



This document constitutes an agreement between the

Receiving Agency Name: **Winder Police Department** Agency ORI: **GA0070100**

Servicing Agency Name Agency: **Barrow County Sheriff's Office** ORI: **GA0070000**

This agreement sets forth duties and responsibilities of both agencies for sharing criminal justice information that is sent to and/or received from GCIC. A copy of this agreement must be kept by both agencies for GCIC CJIS audit purposes.

Agencies shall abide by the laws of the United States and the State of Georgia, Georgia Crime Information Center (GCIC) Council Rules, the FBI CJIS Security Policy and all operational policies of the National Crime Information Center (NCIC) and International Justice and Public Safety Network (NLETS) standards. Each agency shall restrict access to criminal justice information (CJI) to authorized personnel of agencies that have executed a GCIC CJIS User Agreement and/or agencies in which the criminal justice agency has management control.

An agency reserves the right to void this agreement if one agency fails in its responsibilities as set forth herein or violates provisions of Georgia law, GCIC Council Rules, the FBI CJIS Security Policy or NCIC/GCIC regulations. The terminating agency will notify the other agency of the action taken and reason(s) therefore. The terminating agency must provide an opportunity for resolution of the issue(s) by the other agency.

This agreement will be when GCIC goes down for WPD, afterhours for WPD, and holidays and weekends for WPD or when a GCIC operator is not available for WPD and for fingerprinting of ALL potential new hires.

This agreement sets forth the duties and responsibilities of both the **BCSO** and **WPD**.

BCSO RESPONSIBILITIES

The **BCSO** will provide full service to the **WPD**, which includes making GCIC/NCIC record entries, modifications, locates, clearances, and/or cancellations pertaining to wanted and missing persons, unidentified living or deceased persons, stolen vehicles, articles, guns, boats, and securities. Each of these entries must contain the agency identifier (ORI) of the **WPD**. The **BCSO** agrees to enter records in GCIC/NCIC computerized files according to requirements established by the GCIC Council Rules, and NCIC regulations.

Once entries, updates, or cancellations of GCIC/NCIC records are complete, the **BCSO** will return copies of the worksheets submitted by the **WPD**. In addition, The **BCSO** will return terminal message printouts to the **WPD** that document the action(s) taken on records in question.

The **BCSO** will retain a copy of supporting documentation used for each GCIC/NCIC fingerprint record entry and each subsequent modification requested by the **WPD**. These records must be available at the **BCSO** for review and inspection by GCIC/NCIC auditors.

The **BCSO** requires that documentation supporting requests from the **WPD** for GCIC/NCIC record entry, update and/or removal be received prior to taking the requested action(s). These documents must be faxed or delivered in person to the **BCSO** by the **WPD**.

When the **BCSO** receives a CJIS network message or is otherwise notified that another agency has an interest in a record entered by the **BCSO** on behalf of the **WPD**, the **BCSO** will notify the **WPD** to confirm the "HIT" with the agency having knowledge of the whereabouts of a wanted/missing person or of stolen serial-numbered property.

WPD RESPONSIBILITIES

The **WPD** will submit documents to the **BCSO** when making GCIC/NCIC record entries, modifications, locates, clearances, and/or cancellations pertaining to wanted and missing persons, unidentified living or deceased persons, stolen vehicles, articles, guns, boats, and securities.



COPY

The **WPD** documentation supporting GCIC/NCIC records must contain information sufficient for GCIC/NCIC fingerprint entries. The **WPD** must make arrangements for 24 hours availability to the **BCSO** in the event "HIT" confirmation requests are received by **BCSO**. Upon receiving a "HIT" notice, the **WPD** will reply to the agency making the inquiry within ten minutes as to the handling of apprehended/located persons or recovered serial-numbered property.

The **WPD** case file will include warrants, theft reports, missing persons reports, etc. These documents, along with printout messages indicating successful GCIC/NCIC entry, update, or cancellation (received by **BCSO**) must be available for review/inspection/audit by GCIC/NCIC.

The **WPD** is responsible for the prompt removal of its records entries of GCIC/NCIC computerized files when the records are no longer valid. Requests for record entry, update, or removal must be mailed, faxed, or delivered in person to the **BCSO** by the **WPD**.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date set forth.

Receiving Agency Head: Winder Police Department

Servicing Agency Head: Barrow County Sheriff Office

Signature/Title: *Jim Fullington*

Signature/Title: *[Signature]*

Print Name: Jim Fullington

Print Name: [Print Name]

Date: 6/9/2017

Date: [Date]

**MEMORANDUM OF UNDERSTANDING
BETWEEN
BARROW COUNTY SHERIFF'S OFFICE
AND
CITY OF WINDER POLICE DEPARTMENT**

This Memorandum of Understanding ("MOU") is entered into between the Barrow County Sheriff's Office, by and through the Sheriff of Barrow County ("BCSO") and City of Winder Police Department ("WPD") by and through the Chief of Police.

WHEREAS, BCSO and WPD both desire to ensure interagency cooperation and efficiency.

NOW THEREFORE, BCSO and WPD do hereby agree as follows:

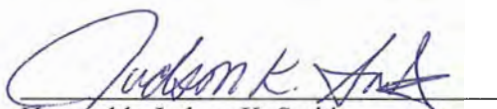
1. WPD will allow the use of the "Total Station" equipment as needed by qualified members of the BCSO Traffic Unit and/or Crime Scene Unit as needed.
2. BCSO will allow qualified members of the BCSO Traffic Unit to respond to and assist when requested by WPD with Serious Injury or Fatal crashes.
3. The Sheriff of Barrow County and the Chief of Police will each appoint a member of his/her staff as the primary contact.
4. BCSO and WPD will work together to periodically review and update this MOU to reflect operational needs and will work cooperatively to resolve disputes, which may arise out of the execution of this MOU.
5. This agreement may be terminated with 30 days written notice provided to the respective Primary Contact.

If any provision of this MOU shall be held to be illegal, inoperative or unenforceable, said provision shall not affect any other provisions of this MOU and the other provisions shall remain in full force and effect.

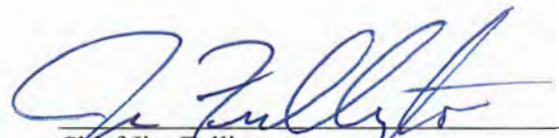
All MOUs or parts thereof in conflict herewith are hereby repealed.

This MOU shall become effective upon adoption by both BCSO and WPD.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by duly authorized representatives as of the date of their signatures.



Honorable Judson K. Smith
Sheriff of Barrow County



Chief Jim Fullington
Chief of Police, City of Winder

Date MARCH 3 2015

Date March 3rd, 2015

**TECHNOLOGY INFORMATION SHARING
MEMORANDUM OF UNDERSTANDING (MOU)**

Between

WINDER POLICE DEPARTMENT

And

BARROW COUNTY SHERIFF'S OFFICE

Final
Version 2
3/24/2015

TABLE OF CONTENTS

- 1. SUPERSESSION..... 1
- 2. PURPOSE AND SCOPE..... 1
- 3. AUTHORITY 1
- 4. REQUIREMENTS..... 1
- 5. SECURITY RESPONSIBILITIES..... 2
- 6. COMMUNICATIONS 2
- 7. RESPONSIBLE PARTIES..... 3
- 8. COST CONSIDERATIONS..... 3
- 9. TIMELINE/EXTENSIONS/CANCELLATIONS..... 3
- 10. USERS DEFINED..... 3
- APPENDIX A – RESPONSIBLE PARTIES..... A-1

1. SUPERSESSION

This is the MOU for Technology Sharing of database information.

2. PURPOSE AND SCOPE

The purpose of this Memorandum of Understanding (MOU) is to establish a management agreement between the **Winder Police Department** and the **Barrow County Sheriff's Office**, hereafter referred to as "both parties" regarding the sharing and security of information via a connection between their respective RMS systems. This agreement will govern the relationship between both parties, including designated managerial and technical staff, in the absence of a common management authority.

Winder PD has been or will be given READ ONLY access to the current and future RMS operated by Barrow County Sheriff's Office and Barrow County Sheriff's Office has been or will be given READ ONLY access to the current and future RMS operated by the Winder Police Department.

If not managed properly, information technology (IT) systems and network interconnections can result in unacceptable security risks that, potentially, can compromise all connected IT systems and the data they store, process, or transmit, as well as the networks connected to those systems.

Federal policy requires agencies to develop Interconnection Security Agreements (ISA) or MOUs for system interconnections. The guide establishes security measures that shall be taken to protect the connected systems, networks and shared data.

3. AUTHORITY

The authority governing this MOU is a mutual agreement between the current Chief of Police for the Winder Police Department, Chief Jim Fullington and the current Sheriff of Barrow County, Sheriff Jud Smith.

4. REQUIREMENTS

It is the intent of both parties to this MOU to allow READ ONLY access to the respective RMS databases:

- **Winder Police Department**
 - **Tyler RMS**
- **Barrow County Sheriff's Office**
 - **InterOp RMS**
 - **Future RMS (after completion of the change)**

5. SECURITY RESPONSIBILITIES

Both parties shall:

- Agree to work together to ensure the joint security of the accessed systems and the data they store, process, and transmit. Both parties certify that its respective system is designed, managed, and operated in compliance with all relevant federal laws, regulations, and policies.
- Both parties agree to maintain the higher level of security that is commensurate with the risk and magnitude of the harm that could result from the loss, misuse, disclosure, or modification of the information contained in the systems.

6. COMMUNICATIONS

Frequent formal communications are essential to ensure the successful management and operation of the accessed systems. Both parties agree to maintain open lines of communication between designated staff at both the managerial and technical levels.

Both parties shall agree to designate and provide contact information for technical leads for their respective systems, and to facilitate direct contact between technical leads to support the management and operation of the interconnection. In the event that the technical leads of either party change, the other party shall be informed within five (5) calendar days.

To safeguard the confidentiality, integrity, and availability of the connected systems and the data they store, process, and transmit, both parties agree to abide by policies, procedures, and guidelines in their respective policies.

It is imperative that there is immediate communication in the event of the following:

- **Security Incidents:** Technical staff shall immediately notify their designated counterparts when a security incident(s) is detected, so the other party may take steps to determine whether its system has been compromised and to take appropriate security precautions.
- **Disasters and Other Contingencies:** Technical staff shall immediately notify their designated counterparts by telephone or e-mail in the event of a disaster or other contingency that disrupts the normal operation of their respective system.
- **Material Changes to System Configuration:** The initiating party shall notify their counterpart of any planned technical changes to the system architecture and facilitate changes required to reconnect the system(s).
- **New Interconnections:** The initiating party shall notify the other party at least thirty (30) calendar days before it connects its IT system with any other IT system, including systems that are owned and operated by third parties.

7. RESPONSIBLE PARTIES

Appendix A of this MOU includes a list of the responsible parties for each system and will be updated whenever necessary. Updating Appendix A does not require the re-signing of this MOU by either party. It is the responsibility of each respective approving authority to ensure the timely updating of Appendix A and for the notification of such changes to the alternate party within thirty (30) calendar days of any personnel change.

8. COST CONSIDERATIONS

Both parties agree to be responsible for their own systems and costs of the interconnecting mechanism and/or media. No financial commitments to reimburse the other party shall be made without the written concurrence of both parties. Modifications to either system that are necessary to support the interconnection are the responsibility of the respective system/network owners' organization. This MOU does not authorize, require, nor preclude any transfer of funds without the agreement of both parties.

9. TIMELINE/EXTENSIONS/CANCELLATIONS

This agreement will remain in effect while the current Sheriff and Police Chief are in their respective positions. If either changes, the MOU will need to be updated with new signatures within 30 days. Each party will complete an annual review of this MOU to ensure compliance with policies. If one or both of the parties wish to terminate this agreement prematurely, they may do so in writing at any time.

10. USERS DEFINED

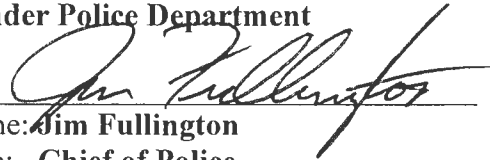
The users listed in Appendix A of this contract shall be the only users authorized to access the respective systems contained within this contract. Should any user listed herein change, a new agreement shall be executed with the new user identified.

SIGNATURE PAGE

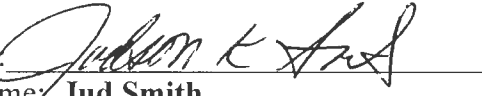
Both parties shall agree to work together to ensure the joint security of the respective databases and the data they store, process, and transmit, as specified in this MOU. Each party certifies that its respective databases are designed, managed, and operated in compliance with all relevant federal laws, regulations, and policies.

I agree to the terms of this Memorandum of Understanding.

APPROVED AND ACCEPTED FOR
Winder Police Department

By: 
Name: **Jim Fullington**
Title: **Chief of Police**

APPROVED AND ACCEPTED FOR
Barrow County Sheriff's Office

By: 
Name: **Jud Smith**
Title: **Sheriff**

Date: 4/29/2015

APPENDIX B – RESPONSIBLE PARTIES

Technical Point of Contact (POC): Alex Wages

- **Organization:** Winder Police Department
- **Address:** 25 East Midland Ave Winder, GA 30680
- **Work Phone:** 678-425-6850
- **E-Mail:** alex.wages@cityofwinder.com

Technical Point of Contact (POC): Nathan Belote

- **Organization:** Barrow County Sheriff's Office
- **Address:** 233 E. Broad Street, Winder, GA 30680
- **Work Phone:** 770-307-3080
- **E-Mail:**

Authorized User: Greg Davis

- **Organization:** Winder Police Department
- **Work Phone:** 678-425-6886
- **E-Mail:** greg.davis@cityofwinder.com
- **Supervisor:** Major De Velasco

Authorized User: Melanie Robertson

- **Organization:** Barrow County Sheriff's Office
- **Work Phone:** 770-307-3080 x 3083
- **E-Mail:** mrobertson@barrowsheriff.com
- **Supervisor:** Sheriff Smith

**INTERGOVERNMENTL AND INTERAGENCY
AGREEMENT & MEMORANDUM OF UNDERSTANDING
RE: BARROW COUNTY TOWING SERVICE AGREEMENT**

I. NARRATIVE

In a concerted effort to be more efficient and reduce the duplication of services the Barrow County Sheriff's Office and The City of Winder Police Department has entered into an agreement to combine their towing service agreements.

II. TERMS

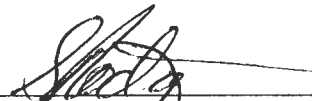
The initial terms of this agreement shall be for a period of one year commencing on the first day of NOVEMBER 15, 2010 and shall be automatically renewed on an annual basis after said date, less otherwise terminated as provided below .

Any party to this agreement may withdraw by giving the remaining parties at least thirty days written notice. This will be done in the form of a written notice.

III. AUTHORITY AND APPLICABLE POLICIES AND PROCEDURES

The Barrow County Sheriff's Office will maintain the rotation call list, and the City of Winder Police Department will update their policies and procedures as to accept the terms in the Barrow County Sheriff's Office Standard Operation Policy and Guideline Number 1.5-02-2009 commonly referred to as Towing Services Agreement.


The Barrow County Sheriff's Office will also contact all services listed on the rotation call list notifying them that The City of Winder now falls under The Barrow County Sheriff's Office Towing Service Agreement and all privileges afforded to The Barrow County Sheriff's Office will be extended to The City of Winder Police Department.



Stanley Rodgers
Chief, Winder Police Department

9/22/10


Date Signed



Judson K. Smith
Sheriff, Barrow County

9/22/2010

Date Signed



Chip Thompson
Mayor, The City of Winder

9/14/10

Date Signed

N/A

Danny Yearwood Jr.
Chairman, Barrow County Board of
Commissioners

Date Signed

**INTERGOVERNMENTL AND INTERAGENCY
AGREEMENT & MEMORANDUM OF UNDERSTANDING
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Stanley Rodgers
Chief, Winder Police Department

9/22/10

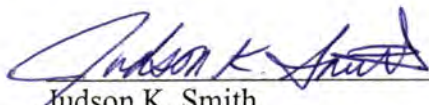
Date Signed



Chip Thompson
Mayor, The City of Winder

9/14/10

Date Signed



Judson K. Smith
Sheriff, Barrow County


9/22/2010

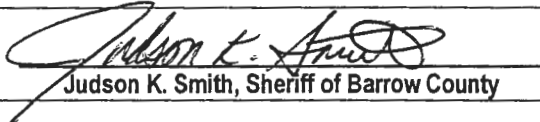
Date Signed

N/A

Danhy Yearwood Jr.
Chairman, Barrow County Board of
Commissioners

Date Signed

 <p>BARROW COUNTY SHERIFF'S OFFICE</p> <p>STANDARD OPERATING Policy & Guideline</p> <p>NUMBER: 1.15-02-2009</p>	<p>Date of Issue</p> <p>02-16-2009</p>	<p>Effective Date</p> <p>02-16-2009</p>	<p>Revision Date</p> <p>01-28-2010</p>
	<p>Subject: Towing Services Agreement</p>	<p>Amends: All Previous</p>	<p>Rescinds: All Previous</p>
<p>Index as:</p> <p>Towing Services Agreement</p>	<p>State Certification Standard:</p>		

By Order of the Sheriff: 
 Judson K. Smith, Sheriff of Barrow County

PURPOSE

The purpose of this S.O.P.G. is to prescribe the policies and guidelines of the Barrow County Sheriff's Office in regards to Towing Companies that are authorized by the Sheriff of Barrow County to conduct business within Barrow County at the request of the Barrow County Sheriff's Office.

STATEMENT OF POLICY

It shall be the S.O.P.G. of the Barrow County Sheriff's Office that all towing companies, wrecker services or other vehicle recovery business operating within Barrow County operate under the agreement contained in this S.O.P.G. when those business entities are conducting business at the request of the Barrow County Sheriff's Office.

It is a privilege for a Towing Company to operate within Barrow County at the request of the Barrow County Sheriff's Office. The authorization to operate is granted in accordance with Georgia Law by the Sheriff of Barrow County. Each towing company authorized to operate within Barrow County at the request of the Barrow County Sheriff's Office will agree to the terms outlined in the Agreement, prior to the start of operations. Towing companies shall note that this agreement is not a contract to provide services. This agreement is an acknowledgement and assurance by the Towing Company that they will abide by any and all rules set forth by the Sheriff of Barrow County. The owner of each Towing company authorized to conduct business within Barrow County shall understand that such authorization can be removed by the Sheriff of Barrow County at his discretion.

The owner/operator of the Towing Company will sign the agreement, which will be kept on file at the Barrow County Sheriff's office by the Sheriff's designee.

DISCUSSION

On occasion, during the normal course of law enforcement activities, it becomes necessary to utilize the services of towing companies or wrecker services. This S.O.P.G. and the Towing Services Agreement it contains has been enacted in an effort to protect the towing companies, the individuals serviced by the towing companies and the

Barrow County Sheriff's Office. This agreement will establish protocols that outline procedures and pricing guidelines. The purpose of the pricing guidelines is to provide uniform pricing among all of the towing companies authorized to conduct business at the request of the Barrow County Sheriff's Office.

The Towing Services Agreement will be as follows:

Towing Services Agreement

The following agreement shall exist between Towing Companies and the Barrow County Sheriff's Office. This agreement is to provide for an agreement between the Barrow County Sheriff's Office and professional towing companies which will provide towing and related services when requested by the Barrow County Sheriff's Office on a rotating basis.

QUALIFICATIONS

The Towing Company must have a storage lot located within Barrow County, a current County Occupational Tax Certificate, current State of Georgia Motor Carrier of Property Permit and a current Insurance Certificate for all towing vehicles. The following information must be submitted 30 days prior to agreement renewal:

- Current insurance certificates
- Current information on all drivers
- Current cab cards
- Vehicle registration

COUNTY-FURNISHED PROPERTY

No material, labor or facilities will be furnished by the Barrow County Sheriff's Office unless otherwise provided for in this agreement.

STATEMENT OF EXPERIENCE AND QUALIFICATIONS

The Towing Company operator may be required, upon request, to prove to the satisfaction of the Barrow County Sheriff's Office he/she has the skill, experience, necessary facilities and ample financial resources to perform in a satisfactory manner under the terms of this agreement. The Towing Company is required to comply and abide by all applicable federal and state laws, as well as all local ordinances. It shall be the duty of the Towing Company to ascertain all applicable laws, rules, regulations and ordinances and any changes thereto. All employees must furnish a copy of a valid DOT medical card and driver's license. A new employee of the Towing Company will report to the Sheriff's Office with the above mentioned information within two weeks of hire date. This information will be required on an annual basis at the time of contract renewal.

SPECIFICATIONS

The Barrow County Sheriff's Office is an indirect party to the agreement to the extent that under such agreement, the Sheriff's Office will establish an obligation on the part of the Towing Company to make available to the general public the Towing Company's service when and as called upon, at an established maximum service cost rate and to safeguard the public by assured coverage while the Towing Company is in performance of such agreed upon service.

When a person is in need of a towing service, the Barrow County Sheriff's Office will attempt to contact the towing service of the person's choice whenever possible, provided it can be accomplished in a timely manner.

A. Calls for Service

The Towing Company will be requested by the Barrow County Sheriff's Office for needed wrecker service for all parts of Barrow County. However, if in the judgment of the Barrow County Sheriff's Office, additional wrecker services are needed, then other wrecker services will be called. The Barrow County Sheriff's Office shall be the exclusive judge as to whether or not an additional wrecker's services are required.

NOTE: The Towing Company shall not respond to the scene of an accident unless called to the scene by Barrow County Central Communications (911 Center) or the Barrow County Sheriff's Office.

B. Answering Calls

All calls for service shall be answered by the Towing Company within thirty (30) minutes of being contacted by Barrow County Central Communications (911 Center) or the Barrow County Sheriff's Office. Contact time and arrival time will be noted and logged by Barrow County Central Communications, the Barrow County Sheriff's Office, and/or the requesting Deputy.

In the event the Towing Company called for service takes longer than thirty (30) minutes to respond to a scene, the following actions will be taken:

1. The next available Towing Company on the list will be called and the company which failed to respond in the thirty (30) minute time limit will be placed at the bottom of the call list.
2. Multiple failures to respond in the allotted time may result in the offending Towing Company being removed wither temporarily or permanently from the rotating wrecker call list.

The Towing Company is required to answer calls for service when called. However, after being contacted by Central Communications, the Towing Company cannot themselves respond to the call, the Towing Company will be permitted to "sub out" the call to an associate Towing Company. The associate Towing Company must be a Towing Company that is already on the rotating call list. The replacement Towing Company is required to abide by the 30 minute response guideline. Additionally, the replacement Towing Company must tow the vehicle to the original called Towing Company's secured lot.

NOTE: If services are canceled after a wrecker has been dispatched, the wrecker service will be put back on top of the rotation

C. Types of Service

Included under this agreement will be the furnishing of labor, required equipment and other means for removal of wrenched or disabled vehicles or equipment from highways, roads, streets or other public or private thoroughfares or proximity thereof; to tow or otherwise transport such vehicles or equipment to such places as may be requested or directed.

D. Charges for Service

The Towing Company will charge the public at rates not greater than those stipulated and agreed to by the Towing Company under this agreement. (The rates are set forth in **Section 6** of this agreement) Such rates will be posted in the Towing Company's place(s) of business in such a way as to be prominently displayed

for the attention and information of claimants of vehicles under its care. All charges must be itemized on invoice when submitting bill for payment.

NOTE: The *Towing companies are prohibited from charging or collecting any fees not specifically authorized by this agreement. Companies failing to abide by this specific stipulation are subject to immediate removal from the rotating call list.

E. Responsibility for Charges for Services

The Barrow County Sheriff's Office and/or Barrow County shall not be responsible to the Towing Company for any sum whatsoever, and all monies paid to the Towing Company, pursuant to the terms of this agreement, shall be paid by the owner of the vehicle(s) or by such remedies against such owners as provided by law.

Each vehicle is used to stand as security only for the charges against that vehicle. When vehicles which are unclaimed are sold and do not bring as much as the charges against the particular vehicle, the Towing Company agrees to suffer the loss between the sale price and the charges owed against the particular vehicle(s).

Any excess realized from the sale of a vehicle shall not be applied against any deficiency from the sale of another vehicle.

NOTE: The Sheriff of Barrow County or his designee shall have the authority to waive all charges for a vehicle involved in a law enforcement action where the owner was not properly notified of the vehicle's location.

F. Inventory at Scene and Towing Company's Responsibility for Personal Property

1. The Towing Company shall be responsible and liable for all vehicles and property hauled, towed or stored under this agreement, including all equipment and contents thereof and indemnify and hold harmless the Barrow County Sheriff's Office and Barrow County against all claims for damages to any vehicle and/or property hauled, towed or stored under this agreement.
2. The requesting/investigating deputy at the scene will check and inventory all vehicles at the scene and will complete a Barrow County Sheriff's Office **Impounded Vehicle Inventory Record** and release it and all contents to the wrecker driver by signature. The wrecker driver will be given a copy of this form.
3. All property contained inside an impounded vehicle will remain in vehicle with the exception of Prescriptions, Eye Glasses and Child Restraint Systems. All coded contained in Georgia Annotated 40-11-2 will be adhered to.

G. Hours of Service

The Towing Company will maintain equipment and sufficient labor force, adequate to supply demand, on a full 24-Hour a day basis every day of the year. Stand-by crews and equipment are to be arranged so as to meet emergency situations under abnormal conditions. The Towing Company shall provide one (1) 24-hour phone number for point of contact. Vehicles will be released from storage Monday thru Saturday 8:00 AM – 6:00 PM and on Sunday by appointment only.

H. Office and Storage Facilities

1. The Towing Company will be required to maintain a suitable facility to transact business and to accommodate the public. Such facility must be properly maintained, clean and presentable at all times and shall be subject to inspection by the Barrow County Sheriff's Office. Failure to properly maintain facilities shall be cause for suspension and/or removal from the wrecker call list at the option of the Barrow County Sheriff's Office.
2. The Towing Company will have an area for storage of towed vehicles and/or equipment within the area of service (Barrow County) agreed to or other approved location. Such storage area must be secured against free entry and in such a way as to give security to property entrusted to the Towing Company's care. If the storage area is an open area, it must be adequately lighted and maintained to prevent problems in entry or exit during inclement weather.
3. The Sheriff's Office will inspect the lot and office locations and all equipment on an annual basis or at the pleasure of the Sheriff or his representative.

I. Wrecker and Towing Equipment

1. The Towing Company shall have in operating condition at all times, the towing equipment necessary to handle calls for service, and access to one extra heavy duty wrecker upon request. Equipment must be commercially manufactured. These are the minimum requirements.
2. Each wrecker will be required to carry a full complement of service items such as fire extinguishers, chains, ropes, blocks, dollies, stop lights, flares, flashers, flood lights, had tools, shovels, axes, wrecking bars, brooms, a major first aid kit and other tools as needed for lighting, extricating, relighting of wrecker vehicle equipment and removal from thoroughfare by towing or carting.
3. Each Towing Company must be familiar with the number and type of service calls that can be reasonably anticipated during the term of this agreement, and shall have an adequate number of wreckers of each type or category necessary to provide the required services on a timely basis. The Towing Company shall at all times be required to utilize the least expensive wrecker that is deemed adequate to perform the required service. Should the least expensive wrecker be unavailable, the Towing Company shall charge for the lesser rate.

J. Barrow County Sheriff's Office Vehicles

In the event that a vehicle belonging to the Barrow County Sheriff's Office becomes disabled and in need of towing services, the next list wrecker on the rotating list will be called to tow the vehicle. **All vehicles belonging to the Barrow County Sheriff's Office will be towed at NO charge if the disabled Sheriff's Office vehicle is within Barrow County.** If the called towing company does not respond to the call to tow the vehicle belonging to the Barrow County Sheriff's Office, the called towing company will be placed at the bottom of the rotating list. Barrow County Sheriff's Office vehicles will normally be towed to the Fleet Maintenance Facility.

In the event towing of the vehicle requires the use of specialized equipment not owned by the Towing Company, or in the event a Sheriff's Office vehicle is disabled outside the service area of this agreement, the Towing Company shall be required to make arrangement on behalf of the Sheriff's Office with another wrecker service company for the towing of the vehicle and the Towing Company shall be responsible for ensuring the vehicle is towed to the appropriate location designated by the Sheriff's Office. In the event that a vehicle belonging the Barrow County Sheriff's Office requires a tow, the towing company will submit a bill the Barrow County Sheriff's Office for payment for their towing services.

*JAME ON
THE TRUCK*

K. Evidentiary Towing

Vehicles Towed by the Barrow County Sheriff's Office for evidentiary purposes will be billed at the fees stipulated in Wrecker Service Fees section of this agreement and will be paid for by the Barrow County Sheriff's office.

NOTE: A wrecker bill and keys will be left with the Sheriff's Office during the week during normal business hours (8:00AM – 5:00PM) or with the Detention Center after normal business hours to any vehicle that is towed to a location other than the Towing Company impound lot; i.e.: to the GBI Crime Lab or the Sheriff's Office. This bill will be collected by the Sheriff's Office upon release of vehicle to the owner or the bill be returned to the Towing Company should the Towing Company relay the vehicle to their impound/storage lot after the evidence has been processes.

Other than described above, all non-consensual towing requested by the Sheriff's Office will be towed to and redeemed from the Towing Company's storage premises.

L. Removal of Debris (as required by Georgia Law)

The Towing Company shall comply with all applicable laws regarding removal of debris. The roadway is to be left clean.

M. Examination of Records

The Towing Company agrees the Sheriff of Barrow County or his duly authorized representative shall have access to and the right to examine any books, documents, papers, and records of the Towing Company involving transactions related to this agreement. Such records will be maintained for two years after the end of the agreement.

In addition to other terms or conditions, the Towing Company will comply with any applicable federal, state or local law or ordinances. **Attention is specifically directed to Georgia Law covering "Disposal of Motor Vehicles by Automobile Wrecking Companies"**. In addition to the requirements of law, the Towing Company will provide the Sheriff's Office, in writing, at least one (1) week before each sale, a list of all vehicles to be sold, including the model, make and year of each vehicle, as well as its tag number and vehicle identification number.

N. Insurance

During the term of this agreement, the Towing Company shall maintain comprehensive general liability insurance covering bodily injuries with a limit of not less than three hundred thousand dollars (\$300,000) per damage with a limit of not less than three hundred thousand dollars (\$300,000) per occurrence, and statutory worker's compensation insurance, including employer's liability. All insurance shall be provided by insurers licensed to transact business in the State of Georgia and otherwise acceptable to the Barrow County Sheriff's Office and shall provide for thirty (30) days prior notice of cancellation to the Sheriff's Office. The Towing Company shall deliver to the Barrow County Sheriff's Office a certificate or policy of insurance evidencing the Towing Company's compliance with this paragraph. The Towing Company shall abide by the terms and conditions of the insurance and shall do noting to impair or invalidate the coverage.

The Towing Company shall maintain insurance for all towing equipment as required by the Public Service Commission of Georgia and/or the Georgia Department of Motor Vehicle Safety. The Towing Company shall also provide the Barrow County Sheriff's Office with notification of the status of all required insurance.

O. Indemnification

The Towing Company shall indemnify and hold harmless the Barrow County Sheriff's Office, Barrow County and its officers, employees and agents from and against any and all liability, judgment and cash (including attorney's fees and expenses of litigation) whatsoever resulting from the Towing Company, its agents and employees and the Towing Company's performance or nonperformance under this agreement.

P. Personnel

All Towing Company Personnel who operate towing equipment shall have a valid Georgia driver's license for the operation of same.

WRECKER SERVICE RATES

A. Category I

Any vehicle, truck or trailer, or combination thereof, whether damaged or undamaged, which weighs up to 10,000 pounds:

NONE

- 1. Basic tow (anywhere within Barrow County and up to one hour on site: **\$150.00**)
- 2. Basic flatbed charge (same as above) **\$150.00**
- 3. Each additional mile (outside Barrow County) **\$2.00**
- 4. Basic clean-up **\$25.00**
- 5. Fuel Surcharge not to exceed **\$20.00**

The following scale will be used to determine surcharge. If the price of fuel should go over **\$3.00 per gallon**, surcharge price will be renegotiated.

\$2.00 per gallon - \$2.25 per gallon	\$5.00
\$2.26 per gallon - \$2.75 per gallon	\$10.00
\$2.76 per gallon - \$3.00 per gallon	\$15.00
\$3.01 per gallon - \$3.20 per gallon	\$20.00

NOTE: The mileage fee may be added when an individual wants to have the vehicle towed to a location outside Barrow County, such as Athens or Atlanta.

- 6. Charge per hour (at scene after 1st hour) **\$60.00**
- 7. Overturned vehicles OFF roadway or right-of-way **\$85.00**
- 8. Winching for off-the-roadway or right-of-way vehicle up to 50 feet **\$85.00**

B. Category II

Any vehicle, truck or trailer, or combination thereof weighing 10,001 pounds up to 20,000 pounds:

- 1. Basic tow (anywhere within Barrow County and up to one hour on site: **\$225.00**)
- 2. Each additional mile (outside Barrow County) **\$2.00**

NOTE: The mileage fee may be added when an individual wants to have the vehicle towed to a location outside Barrow County, such as Athens or Atlanta.

- | | |
|--|----------|
| 3. Charge per hour (at scene after 1 st hour) | \$85.00 |
| 4. Overtumed vehicles <u>OFF</u> roadway or right-of-way | \$150.00 |
| 5. Winching for off-roadway or right-of-way vehicle up to 50 feet (per foot) | \$5.00 |

C. Category III

Any vehicle, truck or trailer or combination thereof weighing more than 20,001 pounds:

- | | |
|---|-----------------------|
| 1. Basic tow (anywhere within Barrow County and up to one hour on site: | \$650.00 (Basic tow) |
| 2. Each additional mile (outside Barrow County) | \$4.00 |
| 3. Charge per hour (at scene after 1 st hour) when performing recovery | \$550.00 (2hour min.) |

D. Storage of Vehicles

Storage charges will be charged per calendar day.

Storage fees per day are as follows:

- | | |
|--|---------------------|
| 1. Vehicles, trucks and trailers <u>up to</u> 6 wheels | \$20.00 |
| 2. Vehicles, trucks and trailers <u>over</u> 6 wheels without air brakes | \$35.00 |
| 3. Any vehicle, truck or trailer <u>with</u> air brakes | \$35.00 (each unit) |

E. Use of Additional Wreckers

Additional wreckers may be needed at the scene of an accident. If additional wreckers are needed, the Towing Company may charge, per the category of vehicle involved in the accident, at the following rates:


- | | |
|-----------------|---------------------|
| 1. Category I | \$85.00 (per hour) |
| 2. Category II | \$105.00 (per hour) |
| 3. Category III | \$300.00 (per hour) |

NOTE: "Additional wreckers" is considered to be for the same vehicle. There will be towing charges assessed on each vehicle requiring a wrecker or wreckers.

If a towing service is called to the scene of an accident, they are responsible for the vehicle they are dispatched to retrieve. If the towing company needs additional wreckers, it is their responsibility to dispatch them. The towing company called is responsible for all clean up.

NOTE: The *Towing companies are prohibited from charging or collecting any fees not specifically authorized by this agreement. Companies failing to abide by this specific stipulation are subject to immediate removal from the rotating call list.

ACKNOWLEDGEMENT

 I have read and agree to all of the above conditions, rules and requirements as specified in this agreement. I understand and agree that this agreement is not a contract for services. I understand that that authorization to conduct business on behalf of the Barrow County Sheriff's Office is a privilege granted at the discretion of the Sheriff of Barrow County in accordance with Georgia Law. I further agree and understand violations of any of the above terms may result in my company being suspended or permanently removed from the rotating list for wrecker service utilized by the Barrow County Sheriff's Office. The Sheriff of Barrow County shall be the final authority in determining the seriousness of any violations and the appropriate penalty.

Towing Company Owner / Agent

Date

Name / Title of Towing Company / Wrecker Service

WINDER POLICE DEPARTMENT

Standard Operation Procedures

Authorized By:
Stanley R. Rodgers
Chief of Police

SOP 400 - 50

Effective Date: November 1, 2001

Revised: July 1, 2009

Review Date: July 1, 2011

Subject: Vehicle Impound and Towing

Purpose: To establish procedures for the towing, storage, release, and search of impounded or seized vehicles, and to provide a uniform rotation system for the wrecker services used by the City of Winder Police Department. **CALEA 61.4.3**

1. AUTHORITY TO REMOVE VEHICLES O.C.G.A. (40-6-202)

1.1. Officers are authorized to remove vehicles or require the driver to remove vehicles for the following reasons:

1.1.1. Vehicle is located upon the roadway outside a business or residential district, stopped, parked, or left standing, and it is practical to stop, park, or leave vehicle off the roadway.

1.1.2. Vehicle is unattended and left illegally standing upon any highway, bridge, or causeway or in any tunnel.

2. REMOVAL OF VEHICLE FROM HIGHWAY (O.C.G.A. 40-6-206[c])

2.1. Officers are authorized to remove vehicles or require the driver to remove vehicles for the following reasons:

2.1.1. A report has been made that such vehicle has been stolen or taken without the consent of the owner.

2.1.2. The person or persons in charge of such vehicles are unable to provide for its custody or removal.

2.1.3. The person driving or in control of such vehicle is arrested for any alleged offense for which the officer is required by law to take a person arrested before a proper magistrate without delay.

2.1.4. Any such vehicle that has been left unattended for **24 hours or more**.

SOP 400 - 50 - 2

Vehicle Impound and Towing

2.1.5. Such vehicle is stopped, except when traffic congestion makes movement impossible, on a controlled access highway, which is part of the National system of Interstate and Defense Highways, for more than eight hours, unless such vehicle constitutes a traffic hazard, in which case it may be removed immediately.

3. REMOVAL OF VEHICLE FROM PUBLIC PROPERTY

3.1. Officers are authorized to remove vehicles from public property for the following reasons:

3.1.1. Vehicle is left unattended on a public street, road, or highway or other public property for a period of *at least five days* and the officer reasonably believes that the person who left the vehicle unattended does not intend to remove such vehicle.

3.1.2. Vehicle is left unattended on a public street, road, or highway, or other public property, and such vehicle poses a threat to public health or safety.

3.1.3. Because uninsured vehicles pose a threat to the public safety and health, any officer is authorized to remove or cause to be removed to the nearest garage or other place of safety the vehicle of a person who is charged under subsection (a) or (b) of Code Section 40-6-10, entitled Insurance requirements for operation of motor vehicles generally, if such person admits to the officer that there is no insurance in effect on the vehicle or if the officer verifies through the Georgia Crime Information Center (GCIC) Insurance Data Base that the proof of insurance provided by such person is fraudulent.

4. VEHICLES IN VIOLATION, WRECKED, STOLEN, OR DISABLED

4.1. When vehicles need to be towed, due to violation, being involved in an accident, or being disabled, the investigating officer will solicit from the involved driver(s) a preference of wrecker companies. If the driver(s) have no preference, the dispatcher will be notified and the on-call wrecker will be dispatched. Officers will not suggest a specific wrecker company to a driver(s). No officer shall attempt to direct business to any particular wrecker service nor divert business from a particular wrecker service.

4.2. When the involved driver(s) requests a specific wrecker company, the Dispatcher will be notified of this request and it will be honored, with consideration given to the proximity of the desired towing service and the amount of time necessary for said service to respond. Generally, a response time of fifteen to twenty minutes is considered acceptable.

SOP 400 - 50 - 3

Vehicle Impound and Towing

4.3. For accurate and complete records, the following information will be communicated to the dispatcher, who will enter it on the CAD in the narrative of the call:

- wrecker company;
- date, time, and location vehicle was towed from;
- description of vehicle including make, model, color, and tag number;
- who requested the wrecker;
- if a hold was placed on the vehicle, reason for the hold and officer placing the hold.
- Reason for removal;
- Location removed to;
- Notification or attempted notification of the registered owner
- Charges (\$) pending

4.4. The Shift Supervisor will be responsible for making sure the same information is recorded by the City Dispatcher on the Winder P.D. Tow Log, maintained in the City Communications Center. Any time the Winder Police Department is involved in wrecker notification, it shall be recorded on the Tow Log.

4.5. Vehicles that are towed are to be taken to the lot of the towing service, unless otherwise specified and agreed upon by the owner/operator and the wrecker driver.

4.6. If the operator of a vehicle is arrested, he shall be allowed to turn the vehicle over to a third party if he wishes, provided that the third party is not also under arrest, has a valid driver's license, and can drive the car. Officers shall also give the arrested person an opportunity to have someone come to take control of the vehicle, provided that the individual can arrive on the scene within a period of ten minutes and there is adequate proof of insurance in effect on the vehicle.

4.7. If a vehicle is to be towed and impounded, the officer will conduct an inventory of the vehicle and complete an Automobile Inventory Report (WPD FM 400-50) prior to the vehicle being towed. The officer will take possession of any contraband and/or evidence, as well as valuable personal property, and note such on the automobile inventory report. Any items seized as evidence will be entered on an evidence sheet (WPD FM 300-30) and placed in an evidence locker. Items taken for safe-keeping will be also be listed on an evidence sheet and placed in an evidence locker.

4.8. The original copy of the Automobile Inventory report is to be maintained in the case file.

5. TOWING VEHICLES FOR EVIDENTIARY PURPOSES

5.1. Vehicles towed for evidentiary purposes shall be towed and secured in the Police Department's vehicle evidence storage area/building.

SOP 400 - 50 - 4

Vehicle Impound and Towing

5.2. The vehicle should not be searched or tampered with except by a certified Crime Scene Technician.

6. TOWING OF ABANDONED VEHICLES

6.1. Vehicles Abandoned/Recovered on Private Property

6.1.1. Vehicles abandoned on private property will not be impounded by an officer of the Winder Police Department. Under O.C.G.A. 44-1-13, the removal of vehicles on private property shall normally be the responsibility of the property owner.

6.1.2. All vehicles abandoned upon private property shall be checked through N.C.I.C. to determine if the vehicle is stolen.

6.1.3. If the vehicle is stolen or involved in a crime scene, once processed it may be released to the owner or removed to an impound lot or other appropriate area.

6.2. Vehicles Abandoned/Recovered on Public Property

6.2.1. If it is possible and practicable, recovered vehicles should be processed at the recovery site and released to the owner without towing.

6.2.2. When the officer is unable to contact the owner to take custody of the vehicle within a reasonable amount of time, or when the vehicle cannot be processed on-site, the vehicle may be impounded.

6.2.3. When a stolen vehicle is recovered, an investigator will be notified.

6.2.4. An Automobile Inventory Report will be completed.

7. VEHICLE OWNER NOTIFICATION

7.1. The officer towing the vehicle will attempt to identify the registered owner through the N.C.I.C/G.C.I.C Database.

7.2. Officers will make every attempt to notify the registered owner of the vehicle being towed as soon as possible.

7.3. Notification or attempted notification will be documented on the Wrecker Service Rotation Log.

SOP 400 - 50 - 5
Vehicle Impound and Towing

8. HOLD" ORDERS

8.1. Officers wishing to place a hold on a vehicle must first obtain the permission of the Watch Commander/Shift Supervisor.

8.2. The reason for the hold *will be noted* on the Automobile Inventory Report, Department CAD Narrative, Department Tow Log and included in the supplement report of the incident report.

8.3. Vehicles placed on hold may only be released upon the approval of the on-duty Watch Commander, Division Commanders or their designee, or the Chief of Police.

9. RELEASE OF VEHICLE TO OWNER

9.1. All impounded vehicles shall be released to the owner upon proof of ownership.

9.2. Proof of ownership may be the title, registration or tag receipt.

9.3. Whenever a hold is placed on a vehicle, only the on-duty Watch Commander, Division Commanders or their designee, or the Chief of Police are authorized to release the vehicle. If there is no hold on the vehicle, it may be released by the towing company with proof of ownership.

9.4. Release of the vehicle will be documented on a supplement form which shall be identified by the same case number as assigned to the original report detailing the police action which resulted in the impoundment of the vehicle. The supplement shall include information documenting who the vehicle was released to, the officer authorizing said release, the date and time the vehicle was released and any unusual circumstances which may exist.

10. ESTABLISHMENT OF WRECKER ROTATION LIST

10.1. The supervisor in charge of the Winder Communications Center is responsible for compiling and maintaining the on-call wrecker list.

10.2. The list will be established and rotation will occur following each call with the on call service advancing to the next position on the list following each call. The rotation will continue until all wrecker services on the list have functioned as the on call service. The on call service will then rotate to the first wrecker service and begin the process again.

SOP 400 - 50 - 6

Vehicle Impound and Towing

10.3. New or additional wrecker services requesting to join the rotation and function as an on call service will be required to produce a copy of all appropriate licenses, permits, insurance coverage and City of Winder business license prior to being added to the rotation. Upon acceptance to the rotation, the new service will be placed last on the current list.

11. REQUIREMENTS TO SERVE ON THE WRECKER SERVICE ROTATION

11.1. Any wrecker service business desiring to serve on the Winder Police Department wrecker rotation shall meet the following requirements:

11.1.1. The service owner must possess the appropriate business licenses, permits, insurance.

11.1.2. The owner must have an established place of business within the City of Winder city limits or within Barrow County.

11.1.3. The owner must maintain a suitable impound lot which is enclosed by a security fence and protected by any other security measures which are reasonably necessary to protect the property impounded there.

11.1.4. The impound lot must be located in close proximity of the city limits of Winder, Georgia, not to exceed five miles from any border of the Winder city limits.

11.1.5. The wrecker service must be capable of responding to the scene of a call within a reasonable time, usually not to exceed twenty minutes.

11.1.6. The wrecker service must maintain current and properly functioning equipment necessary to perform normal wrecker service functions.

12. LIMITATION UPON THE UTILITY OF THE WRECKER ROTATION LIST

12.1. The purpose of the wrecker rotation schedule is to insure fair and equitable distribution of calls for wrecker services among those businesses that have requested to be utilized by the Winder Police Department and have met the minimum requirements as outlined in this policy.

12.2. The wrecker rotation schedule does not apply to calls for service that do not require those services unique to wrecker type vehicles.

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSH RETD	PAID OUT
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QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	2010 Chevrolet Malibu 4		
2	Door		
3			
4			
5	Vin# 1G1ZG5E06AF190477		
6			
7	L/m 8.10.10		
8			
9			
10			
11			
12	Tow To Warehouse on		150-
13	Midland Ave.		
14	Fuel Surcharge		15
15	Admin Fee		25
16			190
17			
18			
19			
20			190-

RECEIVED BY

5805

KEEP THIS SLIP FOR REFERENCE

WRECKERS

# 1 Tow	678-863-1923 or 678-249-4238
All Around Towing	770-307-8692
Barnett Brothers	770-867-4511 or 678-618-4186
BL Burnett	770-868-4611
Brookshire Towing	678-618-4540 or 678-525-0254
Brown's Wrecker	770-867-3011
Clinton's Wrecker	678-425-3554
H. & H. Towing	770-725-1404
Hammond's	770-725-5335
Judy's Towing	678-618-5547 or 678-525-0254
O'Neals Towing	770-725-1184 or 678-227-3456
Partee's	770-867-2361
Patrick's	770-867-2300 or 770-307-1388
Randy's Towing	770-867-5342
Sims Towing	404-729-4471
Specialize	770-605-3487 or 706-654-9091
T & T Wrecker	770-307-0211
Trapp Towing	770-868-9037 or 678-321-5127

18-Wheelers and other large trucks call Specialize or T&T wrecker only

WRECKER	DATE	TIME	TAG#	VEHICLE DESCR.	LOCATION	REASON	DFP/DISH	IMPOUND#	CALL#	Hold
All Around Towing 770-307-8692										
Akins 770-867-9136										
8-5 no weekends										
B.L. Burnett 770-868-4611 24/7 (C) 770-403-6278										
Barnett's (D) 770-867-4511 (N) 678-618-4186										
Brookshire Towing 678-618-4540										
Brown's 770-867-3011 Day & Night										
Brown and Brown D-770867-1254 N-678-227-4664 N-678-227-4665										
Clinton's 678-425-3554										
Cronic 678-249-4238										
David's Towing 706-424-2513 706-613-8709										

18 Wheelers and other large trucks call Specialize or T&T

WRECKER	DATE	TIME	TAG#	VEHICLE DESCR.	LOCATION	REASON	OFF/DISP	IMPOUND#	CALL#	HOLD
H&H 770-725-1404										
Hammonds Towing 770-725-5335										
Judys Towing (D) 678-618-5547 (N) 770-867-4677 (O) 678-525-0254										
Oneal's 770-725-1184 (C) 678-227-3456										
Partee's 770-867-2361 No Sundays										
Patrick's (D) 770-867-2300 (N) 770-307-1388										
Randy's (D) 770-867-5342										
T&T 770-307-0211										
Thomason's 770-867-4077										
#1 Towing 678-863-1923 678-249-4238										

MO SUN 1869



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: *Municipal Parks and Recreation*

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.

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.).

Local Government or Authority	Funding Method
City of Auburn	General Fund, User Fees, SPLOST, Grants, Donations, and Bonds
Town of Bethlehem	General Fund, User Fees, SPLOST, Grants, Donations, and Bonds
Town of Braselton	General Fund, User Fees, SPLOST, Grants, Donations, and Bonds
Town of Carl	General Fund, User Fees, SPLOST, Grants, Donations, and Bonds
City of Statham	General Fund, User Fees, SPLOST, Grants, Donations, and Bonds
City of Winder	General Fund, User Fees, SPLOST, Grants, Donations, and Bonds

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

The municipalities of Auburn, Bethlehem, Braselton, Carl, Statham and Winder provide a higher, enhanced level of parks and recreational services within their respective incorporated boundaries.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
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?

Municipal parks and recreation rates and fees as established by the governing body of each respective municipality.

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

Phone number: **770-867-8982** Date completed: 12/03/2024

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: *Municipal Probation 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: **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.

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.).

Local Government or Authority	Funding Method
City of Auburn	General Fund, Fines, User Fees
Town of Bethlehem	General Fund, Fines, User Fees
Town of Braselton	General Fund, Fines, User Fees
Town of Carl	General Fund, Fines, User Fees
City of Statham	General Fund, Fines, User Fees
City of Winder	General Fund, Fines, User Fees

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

Cities will provide any probation services required in their respective Municipal Courts.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
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: 07/10/2024

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: *Municipal Public Works*

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.

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.).

Local Government or Authority	Funding Method
City of Auburn	General Fund, Enterprise Fund, Grants, Fees, SPLOST, and Bonds
Town of Bethlehem	General Fund, Enterprise Fund, Grants, Fees, SPLOST, and Bonds
Town of Braselton	General Fund, Enterprise Fund, Grants, Fees, SPLOST, and Bonds
Town of Carl	General Fund, Enterprise Fund, Grants, Fees, SPLOST, and Bonds
City of Statham	General Fund, Enterprise Fund, Grants, Fees, SPLOST, and Bonds
City of Winder	General Fund, Enterprise Fund, Grants, Fees, SPLOST, and Bonds

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

The Municipal Public Works service area was not included in previous service delivery arrangements. One or more of the municipalities may choose to provide this service within their boundaries.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
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: 12/03/2024

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: *Municipal Tax Collection*

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.

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.).

Local Government or Authority	Funding Method
City of Auburn	General Fund, User Fees, SPLOST, Grants, Donations
Town of Bethlehem	General Fund, User Fees, SPLOST, Grants, Donations
Town of Braselton	General Fund, User Fees, SPLOST, Grants, Donations
Town of Carl	General Fund, User Fees, SPLOST, Grants, Donations
City of Statham	General Fund, User Fees, SPLOST, Grants, Donations
City of Winder	General Fund, User Fees, SPLOST, Grants, Donations

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

The Cities provide their own municipal tax collection services, but may contract for these services with the Barrow County Tax Commissioner.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
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?

The City of Winder is currently negotiating a tax collection agreement with the Barrow County Tax Commissioner.

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

Phone number: **770-867-8982** Date completed: 10/23/2024

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:



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: *Natural Gas Utilities*

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.): **Atlanta Gas and Light, City of Buford, 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.

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.).

Local Government or Authority	Funding Method
City of Winder	General Fund, Enterprise Fund, User Fees, Grants, SPLOST, and Bonds

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

Atlanta Gas & Light and the City of Buford are recognized as providing services within Barrow County.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
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

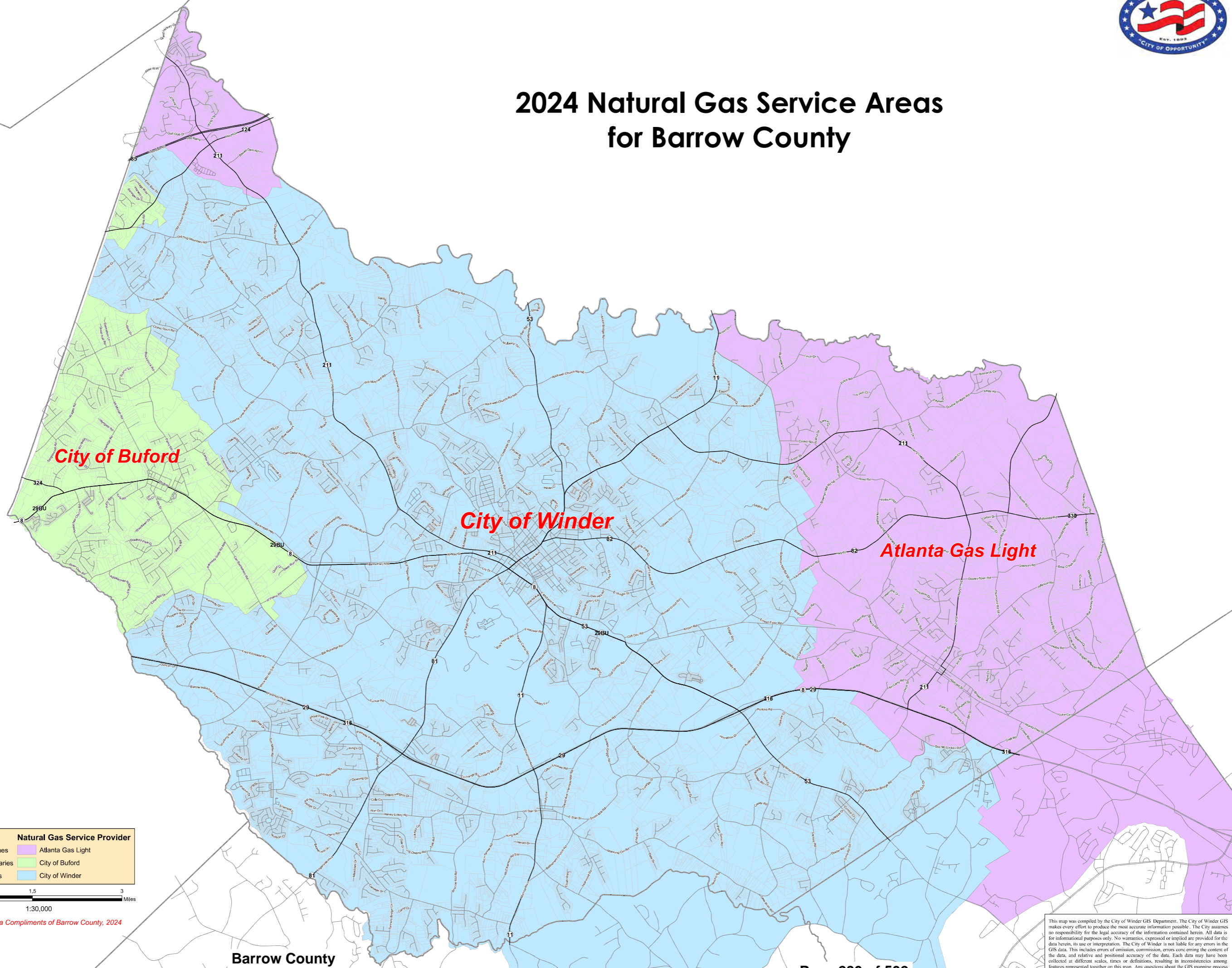
Phone number: **770-867-8982** Date completed: 12/03/2024

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:



2024 Natural Gas Service Areas for Barrow County

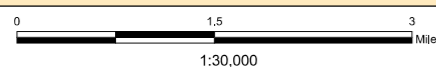


City of Buford

City of Winder

Atlanta Gas Light

	Natural Gas Service Provider



1:30,000

Cadastral Data Compliments of Barrow County, 2024

This map was compiled by the City of Winder GIS Department. The City of Winder GIS makes every effort to produce the most accurate information possible. The City assumes no responsibility for the legal accuracy of the information contained herein. All data is for informational purposes only. No warranties, expressed or implied are provided for the data herein, its use or interpretation. The City of Winder is not liable for any errors in the GIS data. This includes errors of omission, commission, errors concerning the content of the data, and relative and positional accuracy of the data. Each data may have been collected at different scales, times or definitions, resulting in inconsistencies among features represented together on this map. Any questions about the GIS mapping process can be answered by calling the City of Winder GIS Department.



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: *Piedmont Regional Library System*

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.): **Piedmont Regional Library System**
- 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.

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.).

Local Government or Authority	Funding Method
Piedmont Regional Library System	State of Georgia
Barrow County	Restricted Special Revenue Fund
City of Auburn, Town of Bethlehem	General Fund, Fines, Donations, Grants, Bonds, and SPLOST
Town of Braselton	General Fund, Fines, Donations, Grants, Bonds, and SPLOST
City of Statham and Town of Carl	General Fund, Fines, Donations, Grants, Bonds, and SPLOST
City of Winder	Assessments, Fines, Donations, Grants, or any legally available source

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

The Piedmont Regional Library System serves Banks, Barrow, and Jackson Counties. The Piedmont Regional Library System provides staffing and support services (i.e, acquisition, distribution, cataloging and processing of books) to each of the libraries located within Barrow County. The Piedmont Regional Library System receives funding through the State, each of the participating municipalities, and Barrow County. The Piedmont Regional Library System, in conjunction with the Barrow County Library Board of Trustees, formulates the funding levels for distribution to each library within Barrow County. The Restricted Special Revenue Fund may include only the following revenues: Alcohol Excise Taxes; Cable Franchise taxes; Financial Institution Taxes; Alcohol Beverage License Fees; Business License Fees; Sign Permit Fees; Building and Equipment Permit Fees; NRCS Soil and Erosion Review Fees; Development Fees; NPDES Land Disturbance Fees; Variance Application Fees; Solid Waste Recycling Fees; Rezoning Application Fees; Special Use Application Fees; Sale of Maps & Publications Charges; Miscellaneous Planning & Community Development Revenue; Transfers in for Planting Trees; and Amphitheater Fees.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
PRLS Participation Agreement	Barrow County, City of Auburn, Town of Bethlehem	11/01/00 - Annual Renewal
	Town of Braselton, Town of Carl, City of Statham, City of Winder	

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?

Resolution to create the Restricted Special Revenue Fund on or before July 1, 2019.

Resolution by the Barrow County Board of Commissioners to Provide Annual Financial Support to the Piedmont Regional Library System in Partnership with the Barrow County Board of Library Trustees (dated June 14, 2016).

The County shall convey, and the City of Winder shall accept, the Winder Library for \$1.00, with such transfer to be affective as of July 1, 2019.

7. Person completing form: **Srikanth Yamala, County Manager**
 Phone number: **770-867-8982** Date completed: 12/03/2024

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:

Addendum to: PARTICIPATION AGREEMENT of the
PIEDMONT REGIONAL LIBRARY SYSTEM

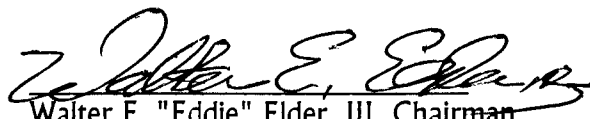
An Agreement between funding agencies in BARROW COUNTY,
the BARROW COUNTY LIBRARY BOARD OF TRUSTEES,
and the PIEDMONT REGIONAL LIBRARY SYSTEM BOARD OF
TRUSTEES.

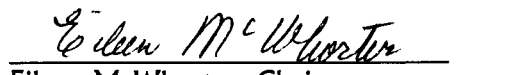
Subject to terms and conditions of the PARTICIPATION AGREEMENT (copy
attached), the Barrow County Board of Commissioners on October 9, 2001
agrees with the Barrow County Library Board of Trustees and the Piedmont Regional
Library System to continue as a participating funding agency for public library services.

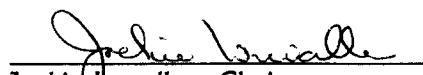
The Barrow County Board of Commissioners agrees to continue rendering financial
support for public library services in Barrow County, and for its share of regional library
services that benefit all member libraries in the system. Any and all funding for support of
the regional library system will be requested annually by the Piedmont Regional Library
System Board of Trustees according to budgets recommended by the Regional Library
Director and approved by the Regional Library Board, which includes representatives from
the Barrow County Library Board of Trustees.

The Barrow County Board of Commissioners agrees to appoint two (2) represen-
tatives to the Barrow County Library Board of Trustees according to the Bylaws and Con-
stitution of the Barrow County Library Board of Trustees. The Barrow County Library
Board of Trustees appoints from within its own membership four (4) representatives to the
Piedmont Regional Library System Board of Trustees.

This agreement shall continue in effect from year to year until it is terminated by
any of the parties subject to terms and conditions set forth in the PIEDMONT REGIONAL
LIBRARY SYSTEM PARTICIPATION AGREEMENT.


Walter E. "Eddie" Elder, III, Chairman
Barrow County Board of Commissioners


Eileen McWhorter, Chairman
Barrow County Library Board of Trustees


Jackie Lewallen, Chairman
Piedmont Regional Library Board

DOCUMENT
PIEDMONT REGIONAL LIBRARY SYSTEM
PARTICIPATION AGREEMENT

This agreement made and entered into this 1st day of November 2000 by and between the Banks County Library Board of Trustees, the Barrow County Library Board of Trustees, and the Jackson County Board of Library Trustees.

WITNESSETH:

WHEREAS, the participating agencies agree that they may secure better and more cost effective library service through mutual cooperation in a regional library system; and

WHEREAS, by the Code of Georgia Annotated, Title 20, Chapter 5, Sections 20-5-41, 20-5-42, 20-5-49 authority has been given for the formation of regional libraries; and

WHEREAS, the parties previously entered into contracts in connection with the establishment, maintenance, and operation of the Piedmont Regional Library System, such contracts being entered into on June 1, 1954; July 1, 1957; August 1, 1974; August 14, 1985; and December 10, 1985; and

WHEREAS, it has been determined appropriate to enter into a new Agreement between the parties hereto for such purposes; and

WHEREAS, the parties hereto have agreed to cooperate in the operation and maintenance of a regional library system by means of which public library service will continue to be provided under the laws of Georgia for the full use of all residents of the counties party to this Agreement; and

WHEREAS, the following agencies have agreed to cooperate in funding and maintenance of a regional library system, to provide funding as appropriate for the maintenance of local library service, and to appoint at least one representative to their respective county library board of trustees:

Banks County Commission	City of Carl
Barrow County Commission	City of Commerce
Jackson County Commission	City of Homer
Banks County Board of Education	City of Hoschton
Barrow County Board of Education	City of Jefferson
Jackson County Board of Education	City of Maysville
City of Commerce Board of Education	City of Nicholson
City of Auburn	City of Pendergrass
City of Bethlehem	City of Statham
City of Braselton	City of Winder

THEREFORE, IT IS MUTUALLY AGREED THAT: The regional library formed by this Participating Agreement shall be known as the Piedmont Regional Library System.

GOVERNANCE: The governing authority of the Piedmont Regional Library System shall be a regional board of trustees which shall have such powers and duties as are prescribed by law and are granted to and imposed upon it by this Participating Agreement. As set forth in the regional library system constitution and bylaws, and in accordance with state law, the members of this regional library board of trustees shall be appointed for terms of three (3) years. All member counties shall be represented on the Regional Board by members of the county library boards as chosen and appointed by the board members themselves.

The regional library board shall have a constitution and bylaws approved by the board setting out the rules and regulations by which the library system operates.

ADMINISTRATION: A properly qualified regional library director shall be appointed by the regional board of trustees and shall be the administrative head of the library system under the direction and review of the regional board.

The headquarters library shall be located in Winder, Georgia.

SERVICES PROVIDED: The regional library system shall be responsible for selecting, purchasing, cataloging, processing, and distributing all books and materials purchased with state, federal, local, and donated funds. Library resources shall be shared equitably among participating libraries. Other services available from the regional library system include reference and interlibrary loan, outreach and extension, bookkeeping and accounting, administration and personnel consulting. The regional library shall be responsible for providing and/or fostering the best possible library service within limits of funds provided by local agencies and state and federal grants. It is the responsibility of the regional director to allocate professional expertise as needed.

FINANCIAL SUPPORT AND MANAGEMENT: The financial support for regional library administration and operation shall be shared equitably by the participating county library boards and/or directly by the participating government agencies as agreed to by the county library boards. The local share of the cost for the support of the regional library system administration and operation shall be determined annually by the regional library board, as recommended by the regional library director. Local, state, federal, private and other funds received by the regional library shall be disbursed by the regional director in accordance with annual budgets adopted by the regional board of trustees. Any other funds which are not sent to the regional library but which are used to support the local libraries that are members of this regional system must be reported annually to the regional library system. In turn the regional library system shall provide these reports to the state office of public library services.

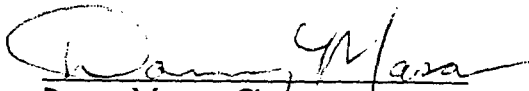
DURATION OF AGREEMENT: This participating agreement will remain in force until any party to the agreement wishing to withdraw shall provide official notice in writing to the chairman of the regional library board and the regional library director at least six months prior to the end of the state fiscal year, as stated in the Code of Georgia Annotated 20-5-51. Within five working days of the receipt of this notice of intent, notification will

Library System Participation Agreement, page 3

be sent to the Office of Public Library Services, Board of Regents, University System of Georgia, as well as to all other parties who signed the participating agreement. A vote to withdraw by a participating county library board must be ratified by all funding agencies supporting all member public libraries in that county.

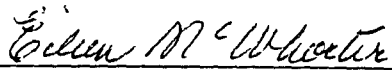
In the event of such withdrawal, all property and materials of that library(ies) purchased with local funds shall remain the property of that library. All other property and materials in that library(ies) as of the date of this participating agreement shall be subject to the Code of Georgia Annotated 20-5-48 accordingly.

SIGNED by the Chairman of the following participating agencies:



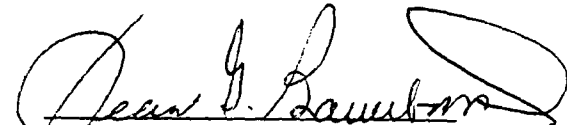
Danny Mason, Chairman
BANKS COUNTY LIBRARY BOARD OF TRUSTEES

10/18/2000
Date of Signing



Eileen McWhorter, Chairman
BARROW COUNTY LIBRARY BOARD OF TRUSTEES

11/1/00
Date of Signing



Jean Bauerband, Chairman
JACKSON COUNTY BOARD OF LIBRARY TRUSTEES

10/3/00
Date of Signing



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: *Planning and Zoning*

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.): **Barrow County, City of Auburn, Town of Bethlehem, Town of Braselton, Town of Carl, City of Statham, and City of Winder**

- 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.

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.).

Local Government or Authority	Funding Method
Barrow County	Unincorporated Revenues - Building Permit/Inspection Fee, Business License and Occupation Tax, Development Fees, Alcoholic Beverage Tax
City of Auburn & Town of Bethlehem	General Fund, User Fees, Grants, and Bonds
Town of Braselton	General Fund, User Fees, Grants, and Bonds
Town of Carl	General Fund, User Fees, Grants, and Bonds
Cities of Statham and Winder	General Fund, User Fees, Grants, and Bonds

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

Barrow County provides Planning and Zoning services within the unincorporated areas and such services are funded through unincorporated revenues listed in Section 3. In accordance with the mandated use of the Uniform Chart of Accounts and GASB 54, effective July 1, 2018, the Barrow County Planning & Community Development Department, which includes Planning and Zoning, has been moved from the General Fund to a Restricted Special Revenue Fund. Such Restricted Special Revenue Fund may include only the following revenues: Alcohol Excise Taxes; Cable Franchise taxes; Financial Institution Taxes; Alcohol Beverage License Fees; Business License Fees; Sign Permit Fees; Building and Equipment Permit Fees; NRCS Soil and Erosion Review Fees; Development Fees; NPDES Land Disturbance Fees; Variance Application Fees; Solid Waste Recycling Fees; Rezoning Application Fees; Special Use Application Fees; Sale of Maps & Publications Charges; Miscellaneous Planning & Community Development Revenue; Transfers In for Planting Trees; and Amphitheater Fees.

The City of Auburn, Town of Bethlehem, Town of Braselton, Town of Carl, City of Statham, and City of Winder provide Planning and Zoning services within their incorporated boundaries.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
IGA Community Planning and Re-Zone Application Processing	Barrow County and Town of Bethlehem	01/22/08 - Annual Renewal

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?

Barrow County Board of Commissioners establishes regulatory user fees each year during the formal adoption of the annual budget.

Adoption of a Resolution to create the Restricted Special Revenue Fund on or before July 1, 2019.

7. Person completing form: **Srikanth Yamala, County Manager**
 Phone number: **770-867-8982** Date completed: 12/03/2024

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:

STATE OF GEORGIA

COUNTY OF BARROW

INTERGOVERNMENTAL CONTRACT BETWEEN
BARROW COUNTY, GEORGIA AND THE TOWN OF BETHLEHEM, GEORGIA
FOR PROCESSING RE-ZONE APPLICATIONS

This Intergovernmental Contract (the "Contract") between Barrow County, Georgia (the "County") and the Town of Bethlehem, Georgia (the "Town"), both acting pursuant to lawful authority by their respective governing bodies, does hereby

WITNESSETH:

WHEREAS, the County has for several years provided service to the Town which include, *inter alia*, processing all applications for building permits, variances and re-zone; and

WHEREAS, the parties to the Contract desire to promote the health, safety and welfare of and the best interest of the citizens of the County and the Town by striving to ensure consistent application of the Barrow County Land Use Plan and policies and rules contained in the Bethlehem Zoning Resolution, which is substantially similar to, and largely patterned after, the Barrow County Zoning Resolution; and,

WHEREAS, O.C.G.A. § 36-70-20, *et seq.* (Service Delivery Act) encourages local governments to minimize inefficiency resulting from duplication of services and competition between local governments and to strive for the minimization of non-compatible municipal and county land use plans.

NOW THEREFORE, the parties hereto mutually agree as follows:

Section 1. Representation of the Parties. Each party hereto makes the following representations and warranties which are specifically relied upon by the other party as a basis for entering into this Contract:

(a) The Town is a municipal corporation as defined by law and judicial interpretation and has, through its duly elected officials, validly adopted a resolution to authorize it to enter into this Contract at a public meeting of its Town Council, conducted in compliance with the Open Meetings Act (O.C.G.A. § 50-14-1, *et seq.*)

(b) The County is a political subdivision of the State of Georgia created and existing under the Constitution and laws of the state and has validly adopted a resolution to authorize it to enter into this Contract at a public meeting conducted in compliance with the Open Meetings Act (O.C.G.A. § 50-14-1, *et seq.*)

Section 2. Provision of Planning Services.

(a) The Director of Planning for the County shall serve as the Director of Planning for the Town. Additionally, all staff services provided at the behest of the Director of Planning on behalf of the County shall also be available to the Town, consistent herewith.

(b) The County shall continue to provide services to the Town associated with permitting, inspecting and issuing Certificates of Occupancy relating to new construction. As consideration for these services, the County will continue to receive all fees charged by the Town for such services. The Town shall adopt a schedule of fees equal to the County's fees for such services.

(c) The County shall also provide services associated with the processing of variance and re-zone applications. Consistent herewith, the County shall provide advice to the Town Council through the Director of Planning as to propriety of all such applications. As consideration for this service, the County shall receive all fees associated with the processing of such applications. The Town shall adopt a schedule of fees equal to the County's fees for the processing of such applications.

(d) The Town Council shall continue to have final decision making authority for approving or denying variance or re-zone applications within the corporate limits of the Town.

Section 3. Common Regulations. The Town shall adopt substantially similar zoning ordinances, subdivision regulations and environmental ordinances as are in effect in the County from time to time.

Section 4. Counterparts. This Contract may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 5. Governing Law. This Contract and all transactions contemplated hereby shall be governed by, construed and enforced in accordance with the laws of the State of Georgia.

Section 6. Severability. Should any provision of this Contract or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this Contract or the application of such provision to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining provision of this Contract shall be valid and enforceable to the full extent permitted by law.

Section 7. Notices. All notices, demands or requests required or permitted to be given pursuant to this Contract shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited or placed in the United

States mail, postage prepaid and registered or certified with return receipt requested to the addresses appearing below, or when delivered by hand to the addresses indicated below:

(a) Barrow County Board of Commissioners
233 East Broad Street
Winder, Georgia 30680
Attention: Chairman

(b) Town of Bethlehem
P.O. Box 210
Bethlehem, Georgia 30620
Attention: Mayor

IN WITNESS WHEREOF, all parties hereto have agreed as of this _____ day of _____, 2008.

BARROW COUNTY, GEORGIA

Chairman

(SEAL)

Attest:

Clerk

TOWN OF BETHLEHEM, GEORGIA

Sandy McInd

Mayor

(SEAL)

Attest:

Joyce Hogan

Clerk

CLERK'S CERTIFICATE

I, the undersigned Clerk of the Town of Bethlehem, do hereby certify that the foregoing typewritten matter constitute a true and correct copy of a resolution adopted by the governing body of the Town of Bethlehem, Georgia on January 7, 2008, at a meeting duly called an assembled and open to the public and at which a quorum was present and acting throughout, which resolution has not been modified, repealed, revoked or rescinded as of the date hereof.

This 7th day of Jan., 2008.

Joyce Hagan
Clerk

(SEAL)





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: *Property Tax Assessment*

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.

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.).

Local Government or Authority	Funding Method
Barrow County	General Fund, Grants, SPLOST, and Bonds

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

No changes in service delivery or funding will result.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
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: 12/03/2024

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

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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.

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.).

Local Government or Authority	Funding Method
Barrow County	TSPLOST, SPLOST, LMIG, Grants, Impact Fees, General Fund, and Bonds

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:

Agreement Name	Contracting Parties	Effective and Ending Dates
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: 12/03/2024

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

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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.

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.).

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

Agreement Name	Contracting Parties	Effective and Ending Dates
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: 12/03/2024

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:

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COUNTY: BARROW COUNTY

Service: *Solid Waste Management*

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 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.

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.).

Local Government or Authority	Funding Method
City of Auburn	General Fund, User Fees, Grants, and Bonds
Town of Carl	General Fund, User Fees, Grants, and Bonds
City of Statham	General Fund, User Fees, Grants, and Bonds
City of Winder	General Fund, User Fees, Grants, and Bonds

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

Unincorporated residents of Barrow County as well as residents of the Town of Braselton are provided this service only through private waste management providers via the free market.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
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: 12/03/2024

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:

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COUNTY: BARROW COUNTY

Service: Stormwater Management

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.): **Barrow County, City of Auburn, Town of Bethlehem, Town of Braselton, Town of Carl, City of Statham, and City of Winder**

- 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.

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.).

Local Government or Authority	Funding Method
Barrow County	Stormwater Utility Fund, Fees, SPLOST, Grants, and Bonds
City of Auburn	Utility Fund, General Fund, Fees, SPLOST, Grants, and Bonds
Town of Bethlehem	General Fund, Fees, SPLOST, Grants, and Bonds
Town of Braselton	Utility Fund, General Fund, Fees, SPLOST, Grants, and Bonds
Town of Carl	General Fund, Fees, SPLOST, Grants, and Bonds
Cities of Statham and Winder	Enterprise Fund, Utility Fund, General Fund, Fees, SPLOST, Grants, and Bonds

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

No changes in providing Stormwater Management service delivery will result. Barrow County, City of Auburn, Town of Braselton, City of Statham, and City of Winder provide funding for Stormwater services as discussed above.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
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?

Barrow County Board of Commissioners establishes the stormwater utility fee each fiscal year during the adoption of the annual budget. Barrow County operates under the requirements of the NPDES Phase II Permit as well as federal and state statutory and regulatory mandates, including, but not limited to, the federal Clean Water Act, responsibility falls on the board of commissioners to provide function, personnel and means to comply with said requirements and mandates.

7. Person completing form: **Srikanth Yamala, County Manager**
 Phone number: **770-867-8982** Date completed: 12/03/2024

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

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COUNTY: BARROW COUNTY

Service: *Street Lights*

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.): **Barrow County, City of Auburn, Town of Bethlehem, Town of Braselton, Town of Carl, City of Statham, and City of Winder**

- 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.

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.).

Local Government or Authority	Funding Method
Barrow County	Subdivision Streetlights Special Revenue Fund
City of Auburn	General Fund, Grants, SPLOST, Fees, and Bonds
Town of Bethlehem	General Fund, Grants, SPLOST, Fees, and Bonds
Town of Braselton	Special Service District, General Fund, Grants, SPLOST, User Fees, and Bonds
Town of Carl, City of Statham	General Fund, Grants, SPLOST, Fees, and Bonds
City of Winder	General Fund, Grants, SPLOST, Fees, and Bonds

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

Barrow County provides street light services within the unincorporated residential subdivisions and the Cities provide these services within each of their respective municipal boundaries. All expenses associated with street lights within the unincorporated areas serviced by Barrow County are borne through a Subdivision Streetlights Special Revenue Fund. Budgeted expenses and revenues are accounted for in the Public Works Administration Department for Barrow County.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
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?

Barrow County has adopted a revenue-neutral streetlight ordinance, Barrow County Unified Development Code, Article 10, Section 89-1185.

7. Person completing form: **Srikanth Yamala, County Manager**
 Phone number: **770-867-8982** Date completed: 12/03/2024

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

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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: Wastewater 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, 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.

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.).

Local Government or Authority	Funding Method
Barrow County	Enterprise Fund, User Fees, SPLOST, Bonded Indebtedness, Grants
Town of Bethlehem	Enterprise Fund, User Fees, SPLOST, Bonded Indebtedness, Grants
Town of Braselton	Enterprise Fund, User Fees, SPLOST, Bonded Indebtedness, Grants
City of Statham	Enterprise Fund, User Fees, SPLOST, Bonded Indebtedness, Grants
City of Winder	Enterprise Fund, User Fees, SPLOST, Bonded Indebtedness, Grants, General
	Fund and 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 Wastewater Utility Service area map delineating the service area of each service provider has been revised to reflect the agreed upon service delivery arrangement.

The Town of Bethlehem Wastewater Partnership Service Area has been added to the wastewater service area map. The Town of Bethlehem may partner to obtain sewer service from Barrow County, City of Winder, or by approving private wastewater treatment facilities within their designated service area.

Pursuant to resolution approved by the applicable governing authority, the designated sewer service provider may agree to permit service area adjustments within the respective designated service area based upon existing or projected infrastructure, technical, financial, and/or schedule needs.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Sewer Billing Services	Barrow County and City of Winder	10/01/05-Not to Exceed 2055
IGA Wastewater Capacity	Barrow County and City of Winder	06/29/06-Not to Exceed 2056
IGA Wastewater Treatment	Barrow County and City of Statham	03/12/19 - 03/12/29
MOU Wastewater Capacity	Barrow County and Town of Braselton	01/02/24 - until terminated

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?

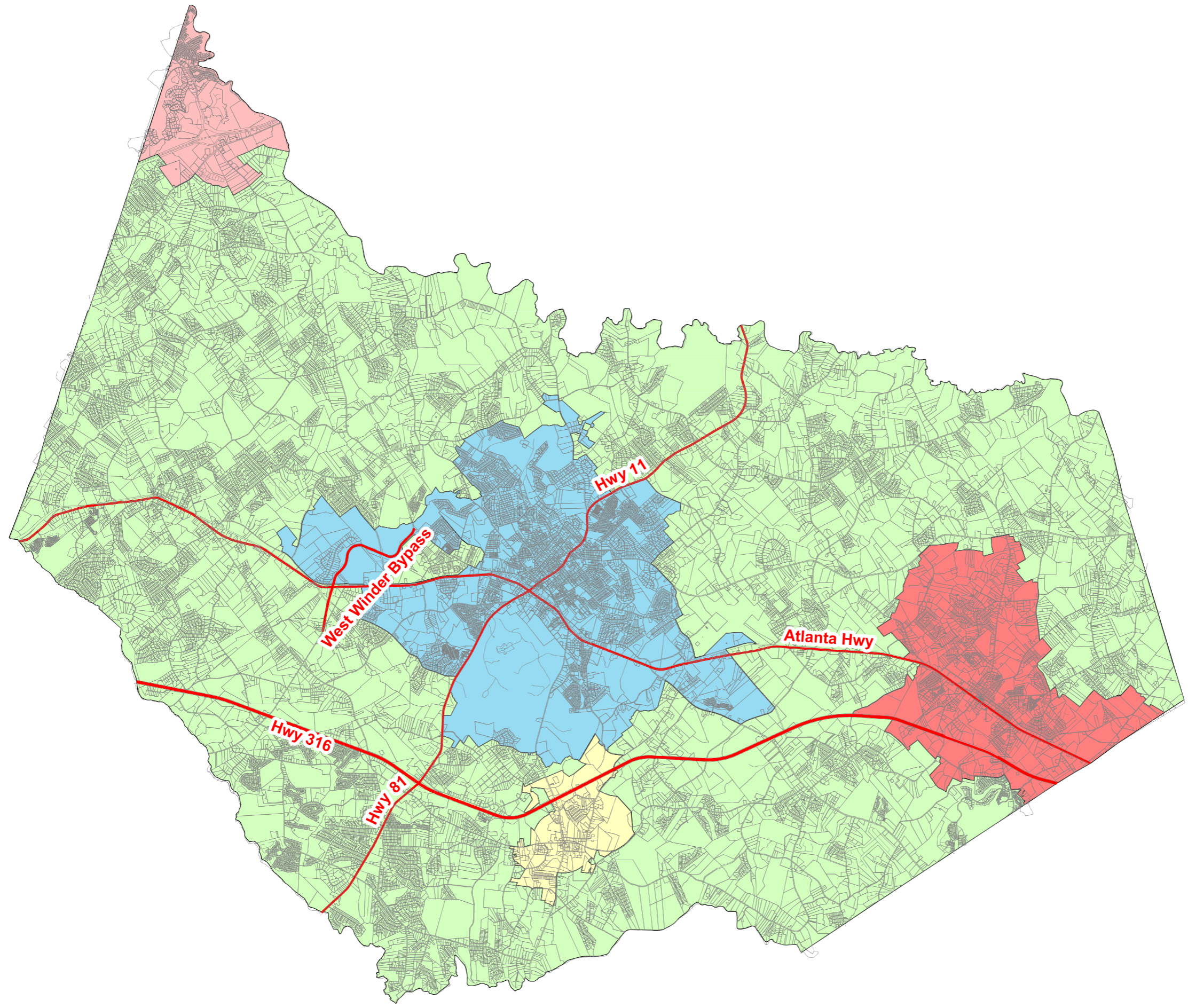
None.

7. Person completing form: **Srikanth Yamala, County Manager**
 Phone number: **770-867-8982** Date completed: 12/03/2024

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:

**Barrow County
Sanitary Sewer
2024 Service Atlas**



Provider

■	Barrow County
■	Bethlehem
■	Braselton
■	Statham
■	Winder

Legal Notifications:

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This map is a graphical representation of data obtained from a variety of sources such as aerial photography, recorded deeds, plat, engineering drawings, and / or other public records or data. The County and / or its GIS / Mapping Consultants do not warrant the accuracy or currency of the map provided and do not guarantee the suitability of the map for any purpose, expressed or implied.

Production Notes:

The compilation methods employed during the production of this map include, but are not limited to, the following mapping processes: plat and / or deed research, coordinate geometry, traditional and GPS field surveys and orthophoto rectification.

Data Sources:

- Aerial Photography: Google Earth
- County Limits: Barrow County GIS
- Streets: TerraMark Geospatial
- Future Land Use Areas: Barrow County GIS

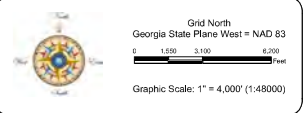
Revisions:

This map may be revised periodically by the County. Should the user find conditions other than as shown, the County would appreciate your input. Simply copy the area in question, add your proposed revision, and send the information to the County for consideration.

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Map created: November 25, 2024
Map revised: November 26, 2024



INTERGOVERNMENTAL CONTRACT FOR
SEWER BILLING SERVICES

This Agreement is entered into this ____ day of _____, 2005, by and between the City of Winder, a Georgia Municipal Corporation (hereinafter referred to as "Winder") and Barrow County, Georgia, a Political Subdivision of the State of Georgia (hereinafter referred to as "Barrow County"), each acting by and through its duly authorized governing authority, the purpose of this Agreement being to set forth the responsibilities and obligations of each party concerning billing services for the Barrow County Sanitary Sewer System. This Agreement is authorized pursuant to Article 9, Section III, paragraph 1 of the Constitution of the State of Georgia and each party is authorized to provide sanitary sewer services.

Barrow County currently serves customers with sanitary sewer services within the water service area of Winder, said water service district being agreed to between the parties pursuant to O.C.G.A. § 36-70-20 et. seq. Such customers are herein referred to as "County Sewer Customers". The County anticipates adding additional sewer customers within the Winder water service district in the future. The County has established sewer rates based on actual sewer usage, which requires metering of the service, and billing based on such metering. The City of Winder has the personnel, equipment and experience in billing utility customers based on metered service. It will therefore be in the interest of the County and its customers to utilize the City of Winder for billing services due to economies of scale and cost savings.

The term of this Agreement shall commence October 1, 2005, and shall continue for a period not to exceed 50 years. Either party can terminate this Agreement with a 90 day written notice to the other party.

Commencing on the effective date of this Agreement, County Sewer Customers will be billed by the City of Winder, with each customer being billed for sewer service on the same billing cycle as for water service. Prior to the first billing pursuant to this Agreement, the City of Winder shall send a written notice to the County Sewer Customers notifying the customers that the next bill will include a charge for County sewer service. The County will provide a form of the written notification to the City at the County's expense.

The City will collect the charges for sewer service from the County Sewer Customers and will transfer the funds, less fees due to the City, to the County within 15 days after the close of each monthly billing cycle. The City will also send a revenue statement to the County detailing the charges collected.

The County will provide to the City an emergency phone number for customers to report sewer problems. The City will include this phone number on all billing statements so that County Sewer Customers may call the County in the event of sewer problems. If a County Sewer Customer contacts the City regarding sewer problems, the call will be referred to the County.

Tap fees for new County Sewer Customers within the City Water Service District, will be collected by the City as new accounts are established. The City will provide a list of new accounts to the County on a monthly basis, and will transfer the collected tap fees less a \$100 administrative fee per account to the County on a monthly basis. The new

accounts list and the transfer of tap fees will occur within 15 days after the close of each monthly billing cycle.

Attached hereto as Exhibit A are the current County sewer rates. The County will provide the City revised sewer billing rates as approved by the County from time to time during the term of this Agreement at least 30 days prior to the effective date of the new rates.

The City shall retain each month an administrative fee equal to 7% of all sewer billings for the month as compensation for providing services pursuant to this Agreement. As additional compensation for services rendered under this Agreement, the City shall retain all late fees collected, all NSF check fees collected, all reconnect fees collected and all Court fees or collection costs collected from any customer.

The City shall collect unpaid sewer fees from County Sewer Customers in the same manner that the City collects unpaid water bills from the same customers. The City may disconnect water service to a County Sewer Customer if the County Sewer Customer fails to pay sewer charges. The City shall follow its standard procedures for water service cutoff in the event either water or sewer bills remain unpaid.

This Agreement contains the entire Agreement between the parties, and may not be amended or modified without the express authorization of the governing authority of each party. This Agreement is to be construed under the laws of the State of Georgia.

WHEREFORE the duly authorized representatives of each party have executed this Agreement the day and year first above written.

CITY OF WINDER

By: Buddy Craft
Mayor

Attest: Jane Mills
City Clerk

BARROW COUNTY

By: Doug Garrison
Chairman, Board of Commissioners

Attest: Michelle R. Sims
County Clerk

BARROW COUNTY – CITY OF WINDER
INTERGOVERNMENTAL AGREEMENT FOR WASTEWATER CAPACITY AND
SERVICE

This Intergovernmental Agreement is entered into as of the 29th day of June, 2006, by and between **BARROW COUNTY, GEORGIA**, a political subdivision of the State of Georgia, by and through its duly authorized governing authority, the Board of Commissioners of Barrow County, Georgia (hereinafter referred to as “Barrow County”), and the **CITY OF WINDER**, a municipal corporation by and through its duly authorized governing authority, the City Council of Winder, Georgia (hereinafter referred to as “Winder”). The purpose of this Agreement is to set forth the responsibilities and obligations of each party as such concern the funding, establishment, construction, operations, maintenance, and administration (to include the transfer and assignment of sewage treatment capacity) as may be relevant to their respective Sewer Service Districts within Barrow County, Georgia and related to that Winder Cedar Creek Wastewater Recovery Facility (the “Facility”):

WITNESSETH:

WHEREAS, it is the policy of both Barrow County and Winder to avoid the duplication of services where the same high level of service may be provided to the citizens of both entities for the same or at lesser costs; and

WHEREAS, Barrow County and Winder have agreed to and have adopted specific Sewer Service Districts pursuant to House Bill 489 (O.C.G.A. § 36-70-20, *et seq.*); and

WHEREAS, Barrow County and Winder maintain on their respective staffs knowledgeable and professional personnel who supervise and provide for the delivery of wastewater services to those portions of Barrow County designated as their respective Sewer Service Districts; and

WHEREAS, the efficient operation of wastewater treatment facilities have a direct effect on the quality of life and growth within the community; and

WHEREAS, Winder intends to, and has commenced with, a modification and expansion of the Facility to provide for the treatment of four million gallons of wastewater per day (hereinafter referred to as the “Upgrade”); and

WHEREAS, Barrow County desires to share in the costs of the Upgrade in return for acquisition of sewage capacity at the Facility; and

NOW, THEREFORE, it is agreed by and between Barrow County and Winder as follows:



**ARTICLE I.
SERVICE DELIVERY STRATEGY**

Barrow County and Winder have agreed to the designation of certain Sewer Service Districts as set forth pursuant to House Bill 489 (O.C.G.A. § 36-70-20, *et seq.*), a map of which is attached hereto as Exhibit "A" and incorporated herein by reference.

**ARTICLE II.
SALE OF INITIAL AND FUTURE CAPACITY**

Barrow County has requested of Winder the right to initially and immediately acquire 200,000 gallons per day of Winder's wastewater treatment capacity at the Facility (hereinafter referred to as the "Initial Capacity"), and the right to acquire an additional 800,000 gallons per day of wastewater treatment capacity at the Facility when the Upgrade is completed and the expanded portions of the Facility are authorized by the Environmental Protection Division ("EPD") for start-up (hereinafter referred to as the "Future Capacity").

**ARTICLE III.
COMPENSATION FOR PURCHASE OF CAPACITY**

Section 301. General. Barrow County shall compensate Winder for the purchase of Initial and Future Capacity as forth in this Article. The purchase price for Initial and Future Capacity established herein in the total amount of \$10,416,000.00 is based upon Winder's cost to construct the Upgrade to the Facility in the amount of \$5,832,000.00, plus a shared capacity charge in the amount of \$4,584,000.00. The purchase includes Winder providing Barrow County access to existing Winder Sewer system to convey wastewater to the Facility.

Section 302. Dedication of Funds for Upgrade. Winder shall be responsible for successfully completing the Upgrade to the Facility. All funds pledged by the County and paid pursuant to this Agreement for purposes of the costs of the Upgrade as reflected on the Payment Schedule below shall be retained by Winder for the use toward the Upgrade.



Section 303. Payment Schedule for Contribution Towards Costs of Construction.

Pursuant to the immediate transfer and assignment of the Initial Capacity by Winder to Barrow County, Barrow County will pay to Winder the sums as set forth in the Cost to Construct Payment Schedule (the "Payment Schedule") herein below, with payments being due as of July 1st, beginning with the first payment on July 1, 2006. Immediately upon the completion of the Upgrade and the EPD's issuance of start-up authorization for expanded portions of the Facility, Winder will transfer and assign the Future Capacity to Barrow County. Barrow County will pay to Winder the sums set forth in the Payment Schedule set forth herein below, with the exception that the County may choose to pre-pay the remaining balance at any time with no penalties or interest being assessed thereon.

Year	Payment Amount	4.16 Percent Interest	Cumulative Interest	Principal	Principal Paid	Balance
						\$5,832,000.00
2006	\$ 1,000,000.00					\$ 4,832,000.00
2007	\$ 1,000,000.00					\$ 3,832,000.00
2008	\$ 285,974.55	\$159,411.20	\$ 159,411.20	\$ 126,563.35	\$ 126,563.35	\$ 3,705,436.65
2009	\$ 285,974.55	\$154,146.16	\$ 313,557.36	\$ 131,828.38	\$ 258,391.73	\$ 3,573,608.27
2010	\$ 285,974.55	\$148,662.10	\$ 462,219.47	\$ 137,312.45	\$ 395,704.18	\$ 3,436,295.82
2011	\$ 285,974.55	\$142,949.91	\$ 605,169.37	\$ 143,024.64	\$ 538,728.82	\$ 3,293,271.18
2012	\$ 285,974.55	\$137,000.08	\$ 742,169.46	\$ 148,974.47	\$ 687,703.29	\$ 3,144,296.71
2013	\$ 285,974.55	\$130,802.74	\$ 872,972.20	\$ 155,171.81	\$ 842,875.10	\$ 2,989,124.90
2014	\$ 285,974.55	\$124,347.60	\$ 997,319.79	\$ 161,626.95	\$ 1,004,502.05	\$ 2,827,497.95
2015	\$ 285,974.55	\$117,623.91	\$1,114,943.71	\$ 168,350.63	\$ 1,172,852.69	\$ 2,659,147.31
2016	\$ 285,974.55	\$110,620.53	\$1,225,564.24	\$ 175,354.02	\$ 1,348,206.71	\$ 2,483,793.29
2017	\$ 285,974.55	\$103,325.80	\$1,328,890.04	\$ 182,648.75	\$ 1,530,855.46	\$ 2,301,144.54
2018	\$ 285,974.55	\$ 95,727.61	\$1,424,617.65	\$ 190,246.94	\$ 1,721,102.39	\$ 2,110,897.61
2019	\$ 285,974.55	\$ 87,813.34	\$1,512,430.99	\$ 198,161.21	\$ 1,919,263.60	\$ 1,912,736.40
2020	\$ 285,974.55	\$ 79,569.83	\$1,592,000.83	\$ 206,404.72	\$ 2,125,668.32	\$ 1,706,331.68
2021	\$ 285,974.55	\$ 70,983.40	\$1,662,984.22	\$ 214,991.15	\$ 2,340,659.47	\$ 1,491,340.53
2022	\$ 285,974.55	\$ 62,039.77	\$1,725,023.99	\$ 223,934.78	\$ 2,564,594.25	\$ 1,267,405.75
2023	\$ 285,974.55	\$ 52,724.08	\$1,777,748.07	\$ 233,250.47	\$ 2,797,844.72	\$ 1,034,155.28
2024	\$ 285,974.55	\$ 43,020.86	\$1,820,768.93	\$ 242,953.69	\$ 3,040,798.41	\$ 791,201.59
2025	\$ 285,974.55	\$ 32,913.99	\$1,853,682.91	\$ 253,060.56	\$ 3,293,858.98	\$ 538,141.02
2026	\$ 285,974.55	\$ 22,386.67	\$1,876,069.58	\$ 263,587.88	\$ 3,557,446.86	\$ 274,553.14
2027	\$ 285,974.55	\$ 11,421.41	\$1,887,490.99	\$ 274,553.14	\$ 3,832,000.00	\$ 0.00

Section 304. Tap Fees as Shared Capacity Fee. The remaining balance of the purchase price for the Initial and Future Capacity shall be paid as a shared capacity fee as detailed in this Section. Specifically, in addition to the amounts set forth in the Payment Schedule, Barrow County shall pay to Winder a tap fee in the amount of \$1,500.00 for each residential equivalent unit of wastewater capacity sold by Barrow County until such time as the total shared capacity fee of \$4,584,000.00 is paid in full. Barrow County shall also have the right in its discretion to pay the balance of the shared capacity fee at any time with no penalties or interest assessed thereon.

In the event that Barrow County increases the capacity charge it assesses to users for each residential equivalent unit of wastewater capacity, the shared capacity fee shall correspondingly proportionately increase for the remaining resident equivalent units to be purchased. In no event will Barrow County share capacity charges for more than 3054 residential equivalent units.

Section 305. Option for Purchase of Additional Capacity. In addition to Barrow County's acquisition of the Initial Capacity and Future Capacity, an additional 1,000,000 gpd of wastewater capacity at the Facility will be reserved for Barrow County to purchase all or any portion of that 1,000,000 gpd at its election at any time or times that Barrow County so desires for a period of ten (10) years from the date of execution of this Agreement (the "Option Period"). Upon the conclusion of the Option Period, any additional purchase by Barrow County shall be by mutual agreement and future negotiations with Winder.

**ARTICLE IV.
OPERATION AND MAINTENANCE SERVICES**

Section 401. General Responsibilities of Winder. Winder shall be solely responsible for, and shall bear all costs and expenses associated with, operating and maintaining the Facility (including receiving and treating all system influent) in accordance with applicable law and good



industry practice (hereinafter referred to as the "O & M Services") throughout the term of this Agreement. Winder shall provide all O & M Services in exchange for the Monthly O & M Charge as set forth below.

Section 402. Operational Hours and Staffing. Winder will provide for the operation, maintenance, and monitoring of the Facility in accordance with EPD requirements.

Section 403. Testing and Quality Control. Winder shall perform all sampling and laboratory testing required by applicable law. Winder will audit and monitor laboratory operations consistent with good industry practice for compliance with EPD standard test methods. Winder will comply with all applicable EPD permit requirements.

Section 404. Payments of Fines. For each and every violation of applicable law relating to the discharge of effluent or operations of the Facility generally which is not the direct attributable to Barrow County fault, Winder will pay (or reimburse Barrow County if Barrow County shall have paid) any and all fines, including fines imposed by the EPD, on account thereof, and shall reimburse Barrow County for its reasonable and necessary documented costs and expenses, including consultant fees and legal expenses incurred as a result of any such violation, provided however that Winder shall have the right to directly defend at its cost against such alleged claims of violations, in lieu of reimbursing Barrow County for its costs and expenses of defending against an alleged violation.

Section 405. Access to Facility and Records. Barrow County shall have the right from time to time or at any time to inspect the Facility and operation thereof by Winder and the records of Winder pertaining thereto. Winder shall make provision for, and shall permit and facilitate, easy and constant access to the Facility by designated County personnel. Any County personnel visiting the Facility shall comply with Winder's reasonable operating and safety procedures and shall not interfere with Winder's operations of the Facility. When visiting any

portion of the Facility, all County personnel shall announce themselves to such staff and Winder personnel may elect to accompany County personnel during such visit.

**ARTICLE V.
MONTHLY OPERATIONS & MAINTENANCE CHARGE**

Section 501. Monthly O & M Charge. Winder shall be compensated for performing all O & M Services by Barrow County's payment of the Monthly Operations and Maintenance Charge (the "Monthly O & M Charge"), which shall become due and payable on a monthly basis upon the commencement of treatment of Barrow County's purchased capacity. The Monthly O & M Charge is calculated based upon the proportionate share of the O & M Costs of the Facility and facilities related to Barrow's wastewater flow (as defined below) equal to the percentage of the total capacity owned by the County at the relevant time, plus a ten percent (10%) administrative fee. The Monthly O & M Charge will be adjusted once annually on June 1st by agreement of the parties based on actual and documented O & M costs and the current capacity owned by Barrow County.

Section 502. Definition of O & M Costs. O & M costs shall be defined as personnel costs, purchase services, supplies, and related items to properly operate & maintain the Facility according to the uniform chart of accounts set forth in this Section. Costs of O & M Services shall not, however, include any costs properly chargeable to a capital account. In the event that capital improvements are considered that will increase the actual O & M Costs, such capital improvements will be negotiated between the parties at the time of the contemplated improvements and prior to inclusion of the increased costs in the Monthly O & M Charge.



UNIFORM CHART OF ACCOUNTS

PERSONAL SERVICES AND EMPLOYEE BENEFITS

Personal services-salaries and wages

Regular employees
Temporary employees
Overtime

Personal services-employee benefits

Group insurance
Social Security (FICA) contributions
Medicare
Retirement contributions
Unemployment insurance
Workers' compensation

PURCHASED / CONTRACTED SERVICES

Purchased professional and technical services

Official/administrative
Professional
Technical

Purchased-property services

Cleaning services
Disposal (e.g., garbage pickup)
Custodial
Lawn care
Repairs and maintenance
Rentals
Rental of land and buildings
Rental of equipment and vehicles

Other purchased services

Communications
Advertising
Printing and binding
Travel
Dues and fees
Education and training
Licenses
Contract labor

SUPPLIES

Supplies

General supplies and materials
Energy



Natural gas
Electricity
Bottled gas
Oil
Coal
Gasoline
Food
Books and periodicals
Water
Gas
Electricity
Telecommunications
Small equipment

Section 503. Monthly Charge Payment and Billing. Barrow County shall pay the Monthly O & M Charge monthly upon invoice by Winder. Barrow County shall pay the invoice within thirty days of receipt thereof.

**ARTICLE VI.
MEASUREMENT OF FLOW**

For the purpose of measuring wastewater flows received by Winder from Barrow County Sewer District customers, a master meter(s) shall be installed, owned, operated, and maintained by Winder and paid for by Barrow County. Readings of the master meter shall be made on a monthly basis by Winder. In areas where a master meter is impractical, water meter usage shall be used a measure of sewage usage. Barrow County shall have the right to verify meter readings at any time. The furnishing of wastewater service will be measured by metering equipment of a standard manufacturer. The meter shall register not more than 2%, slow or fast, to be deemed to be correct. Winder, at its expense, shall periodically inspect and test the master meter at least once every five years.



**ARTICLE VII.
CAPITAL EXPENDITURES**

It is agreed and understood that from time to time during the pendency of this Agreement, state and/or federal regulations governing the transportation and treatment of wastewater by public entities may change. Additionally, it is agreed and understood that all sewage transport and treatment facilities have a certain functional life. It is further agreed the preceding conditions may cause significant capital expenditures for replacement of facilities or new facilities to meet revised state and/or federal regulations and the expense of these shall be borne by both parties prorated by the capacity used by each party hereto of such facilities. The method and schedule of such payment shall be determined jointly by both parties as the situation arises. It is not intended, however, that Barrow County shall have any obligations to contribute funds to capital projects that are undertaken by Winder on a voluntary basis and/or which are not needed to support or sustain the capacity purchased by the County under this Agreement.

**ARTICLE VIII.
BARROW COUNTY CUSTOMERS AND MONTHLY BILLING**

Section 801. Barrow County Customers. Barrow County wastewater capacity, specifically including that capacity provided for purchase by the County under this Agreement, may be sold, transferred, and/or distributed by the governing authority of Barrow County to users in its sole discretion as it sees fit.

Section 802. Monthly Billing. Barrow County in its sole discretion shall establish wastewater usage rates, capacity fees, and other wastewater service fees to be charged to Barrow County customers in the County's Sewer Service District. Winder may provide wastewater service billing services for County wastewater customers located within the City's water service areas pursuant to an agreement between the parties.

Handwritten signature and initials, possibly 'B' and 'TD', in the bottom right corner.

**ARTICLE IX.
INFRASTRUCTURE AND EQUIPMENT**

Section 901. Coordination of Equipment. All equipment including, but not limited to, meters, piping, fittings, pumps and couplings necessary to collect and convey wastewater from Barrow County wastewater customers to the Facility, shall be installed and maintained by Barrow County at its expense. It is agreed that efficiency dictates that all equipment used by either party to effect the collection and transfer of wastewater from one party's lines and equipment to the other party's lines and equipment, shall be compatible with and complementary to the equipment of the other party. Therefore, all construction in either party's district shall conform to the agreed upon joint standard specifications for the construction of sanitary sewers.

Section 902. Ownership of Infrastructure and Equipment. All construction of sanitary sewers, pump stations, meters and related equipment for the provision of wastewater service, shall be owned by the party to whom the Sewer Service District in which the infrastructure and/or equipment is located is assigned. All third parties constructing or causing to have constructed wastewater infrastructure and related equipment within such District shall transfer the ownership of such infrastructure and equipment to the party to whom the Sewer Service District is assigned. Such infrastructure and equipment shall be installed in accordance with the preceding Section 901. Each party shall be responsible for the cost of relocating such infrastructure and equipment (including but not limited to sewer lines, pump stations, meters, and related equipment as may be necessary due to transportation improvements.

**ARTICLE X.
SEWER USE ORDINANCE AND SPECIFICATIONS FOR CONSTRUCTION**

Within 90 days following the execution of this Agreement, Barrow County and Winder will develop and adopt a joint Sewer Use Ordinance and a joint standard specifications for wastewater construction.



**ARTICLE XI.
TERM; TERMINATION**

Section 1101. Term of Agreement. The term of this Agreement shall commence as of the date of the execution of this Agreement by the last party to sign same and shall continue until either party terminates the Agreement, but in no event shall such term exceed fifty (50) years from the date of execution thereof.

Section 1102. Termination Rights. The parties shall have the right to terminate this Agreement upon mutual agreement and each shall further have the right to terminate upon the breach of the provisions of this Agreement by the other party if not corrected within thirty (30) days of written notice thereof and upon approval of EPD. Termination shall relieve the parties of further performance under the Agreement, but notice of termination shall not relieve either party of obligations undertaken prior to receipt of such notice of termination and the parties shall be entitled to utilize such capacity as reserved or assigned prior to notice termination. This Agreement may only be terminated by Winder in the event that the County has sufficient other capacity to provide uninterrupted wastewater service to the County's wastewater customers.

**ARTICLE XII.
INDEMNIFICATION**

Section 1301. Indemnification by County. To the extent permitted under Georgia law, Barrow County shall indemnify, defend, and hold harmless Winder, its elected and appointed officers, employees, and agents (collectively the "Winder Indemnified Parties") from any and all costs, expenses or liabilities directly caused by or arising from the County's breach of this Agreement or the negligent or wrongful intentional acts or omissions of the County, its elected and appointed officers, employees, and agents in connection with the County's performance of its obligations under this Agreement. Barrow County shall not be responsible to the Winder Indemnified Parties for any costs, expenses or liabilities that are caused by the negligent or

wrongful intentional acts or omissions of the Winder Indemnified Parties or that are attributable to an Uncontrollable Circumstance as that term is defined below.

Section 1302. Indemnification by Winder. To the extent permitted under Georgia law, Winder shall indemnify, defend, and hold harmless Barrow County, its elected and appointed officers, employees, and agents (collectively the “County Indemnified Parties”) from any and all costs, expenses or liabilities directly caused by or arising from Winder’s breach of this Agreement or the negligent or wrongful intentional acts or omissions of Winder, its elected and appointed officers, employees, and agents in connection with Winder’s performance of its obligations under this Agreement. Winder shall not be responsible to the County Indemnified Parties for any costs, expenses or liabilities that are caused by the negligent or wrongful intentional acts or omissions of the County Indemnified Parties or that are attributable to an Uncontrollable Circumstance as that term is defined below.

**ARTICLE XIV.
ALTERNATIVE DISPUTE RESOLUTION**

Section 1401. Negotiation. The parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement by prompt negotiations between one or two senior representatives of the parties who have authority to settle the controversy, subject to any necessary ratification by the governing authority of Winder or the County.

Section 1402. Notice and Response. The disputing party shall give the other party written notice of the dispute. Within ten (10) days after receipt of said notice, the receiving party shall submit to the other party a written response.

Section 1403. Content of Position Papers. The notice and response shall include (a) a statement of each party’s position, a summary of the evidence and arguments supporting its position, and (b) the name and title of the individual(s) who will represent that party.

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Section 1404. Meeting. The representatives of the parties shall meet at a mutually acceptable time and place within twenty (20) days of the date of the disputing party's notice, and after that, as often as they deem reasonably necessary to exchange relevant information and to attempt to resolve the dispute.

Section 1405. Impasse. If the matter is not resolved within forty-five (45) days of the disputing party's notice, or if the party receiving the notice will not meet within twenty (20) days, either party may initiate mediation of the controversy or claim according to the terms in this Article.

Section 1406. Mediation. In the event any controversy arising under this Agreement is not resolved by informal negotiations as provided above, the case may be referred by either party to a mutually agreeable mediator who has experience in local government law for mediation, that is, an informal, non-binding conference or conferences between the parties in which a mediator will seek to guide the parties to a resolution of the case.

Section 1407. Sessions. After the mediator has been selected, the parties shall promptly agree upon a date and time for the initial conference with the mediator, but no later than thirty (30) days after the date the mediator was selected. The parties understand and agree that, besides counsel, a representative from each side with full settlement authority (subject to ratification by the governing authority of the City and County) will be present at all mediation conferences unless excused by the mediator. In addition, each party may bring additional persons as needed to respond to questions, contribute information, and participate in the negotiations.

Section 1408. Discovery. In the event any party has substantial need for information in the possession of another party to prepare for the mediation, the parties shall attempt in good faith to agree upon procedures for the expeditious exchange of information, with the help of the mediator, if requested.



Section 1409. Briefs. No later than seven (7) days before the scheduled mediation session, each party shall deliver a concise written summary of its position together with any appropriate documents, and a proposed solution to the matters in controversy to the mediator and shall also serve a copy on all other parties.

Section 1410. Fees and Costs. The fees and costs, in the absence of agreement to the contrary, will be borne equally by the parties.

Section 1411. Confidentiality of Proceedings. The mediation process is to be considered settlement or compromise negotiation for the purpose of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence. The entire procedure is confidential, and no stenographic or other record shall be made except to memorialize a settlement agreement. All conduct, statements, promises, offers, and opinions, oral or written, made during the mediation by any party or a party's agent, employee, or attorney are confidential, and where appropriate, are to be considered work product and privileged. Such conduct, statements, promises, offers, and opinions, shall not be subject to discovery or admissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties. Provided, however, that evidence otherwise subject to discovery or admissible is not excluded from discovery or admission in evidence simply as a result of its having been used in connection with this settlement process.

Section 1412. Termination. The mediation process shall continue until the case is resolved or the mediator makes a finding that there is no possibility of settlement through mediation or until either party by written notice to the other announces its decision not to continue further. In any event, the mediation is non-binding on the parties.

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**ARTICLE XV
MISCELLANEOUS**

Section 1501. Assignment. Neither party shall, without written consent of the other party, assign or transfer this Agreement or any rights or obligations hereunder.

Section 1502. Amendment. The terms of this Agreement shall not be altered, amended, or modified except in writing signed by duly authorized officers or representatives of the parties.

Section 1503. Construction of Agreement. This Agreement shall be construed under the laws of the State of Georgia.

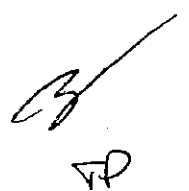
Section 1504. Severability. If any paragraph, subparagraph, sentence, clause, phrase, or any portion of this Agreement shall be declared invalid or unconstitutional by any court of competent jurisdiction or if the provisions of any part of this Agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to effect the portions of this Agreement not held to be invalid. It is hereby declared to be the intent of the parties to provide for separable and divisible parts, and they do hereby adopt any and all parts hereof as may not be held invalid for any reason.

Section 1505. Notice.

Any notice of communications hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, registered or certified, addressed as follows:

City of Winder: Attn: Mayor
 45 East Athens Street
 Winder, Georgia 30680

Barrow County: Attn: Chairperson
 233 E. Broad Street
 Winder, Georgia 30680

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Or to such other address as either party may designate for itself by written notice to the other party from time to time.

Section 1506. No Third Party Rights. This Agreement shall be exclusively for the benefit of Winder and Barrow County and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.

Section 1507. Uncontrollable Circumstance. The performance of either party hereunder shall be excused if such party is reasonably precluded from performance by the occurrence of an Uncontrollable Circumstances, which shall be defined as follows: Any act, event, or condition, or any combination thereof, that is beyond the reasonable control of the party relying on the same and that materially interferes with the performance of the party's obligations, to include, but not be limited to, (a) acts of God; (b) fire, flood, hurricane, tornado, and earthquakes; (c) the failure of any utility provider to provide and maintain utility services through no fault of the party; and (d) the preemption, confiscation, diversion, destruction, or other interference in possession or performance or supply of materials or services, by or on behalf of, or with the authority of, a governmental body in connection with a declared or asserted public emergency or any condemnation or other taking by eminent domain or similar action of any portion of the Facility by an entity other than one of the parties.

The occurrence of an Uncontrollable Circumstance may occasion an adjustment in costs payable under this Agreement, but the existence of such costs shall not, in and of itself, excuse performance by either party. A party relying on the occurrence of an Uncontrollable Circumstance as an excuse for non-performance shall as soon as is reasonably possible upon becoming aware of such an event and its consequences notify the other party of the occurrence of such event and its consequences and shall take all reasonable efforts to eliminate the cause of such non-performance and to resume full performance in accordance with this Agreement.

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Section 1508. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original. It shall not be necessary that each signatory sign the name counterpart as long as each has signed an identical counterpart.

Section 1509. Authority to Enter Agreement. Each of the individuals who execute this Agreement agree and represent that he is authorized to execute this Agreement on behalf of the respective government and further agree and represent that this Agreement has been duly passed upon by his respective government and spread upon the Minutes. Accordingly, the County and City both waive and release any right to contest the enforceability of this Agreement based upon the execution and/or approval thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under seal as of the date first written above.

CITY OF WINDER, GEORGIA

By: Buddy Bergh
Mayor

Attest:

Jane Skelton

BARROW COUNTY, GEORGIA

By: James Harwood
Chairman

Attest:

Michelle Sims

INTERGOVERNMENTAL AGREEMENT FOR SEWER TREATMENT SERVICE

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into effective this 12 day of March, 2019 (the "Effective Date") by and between the City of Statham, Georgia, a municipal corporation of the State of Georgia, acting by and through its City Council (hereinafter referred to as "City") and Barrow County, Georgia, a political subdivision of the State of Georgia, acting by and through its Board of Commissioners (hereinafter referred to as "County") (collectively, the "Parties").

WITNESSETH:

WHEREAS, Article IX, Section II, Paragraph III of the Georgia Constitution states that counties are authorized to provide wastewater disposal services, and Article IX, Section III, Paragraph 1 of the Georgia Constitution states that counties and cities may enter an intergovernmental agreement (IGA) for the provision of authorized services;

WHEREAS, City and County previously entered into an IGA for sewer service dated January 11, 2005 (the "2005 Agreement"), pursuant to which County agreed to operate an existing sewer treatment facility located within the City (the "Old Statham Facility"), assume responsibility for constructing, owning, and operating a new sewer treatment plant (the "Barber Creek Facility"), and provide sewer service to City;

WHEREAS, the 2005 Agreement has expired, the Old Statham Facility has been retired, the County owns and operates the Barber Creek Facility, and the Parties desire to enter into a new IGA setting forth their respective rights and obligations with respect to sewer treatment service;

WHEREAS, pursuant to Section 90-116 of the Barrow County Code of Ordinances, the Barrow County Chairman has requested and received information related to the quality and volume of wastewater discharged by the City, an inventory of all users in the City, and such other information as the Barrow County Chairman deems necessary; and

WHEREAS, the Parties agree that the public interest will be served by this Agreement;

NOW, THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

Article I. Sewer Treatment Requirements

101. Location of Treatment; Points of Connection. All wastewater produced by the City will be treated at the County's Barber Creek Facility. The City may deliver wastewater to that facility in one of two ways: (1) through direct connections between the City sewer pipe infrastructure and the Barber Creek Facility; and (2) through connections between City sewer pipe infrastructure and County sewer pipe infrastructure leading to the Barber Creek Facility. The City may, at its sole expense, add or modify points of connection with the

permission of the County, which permission shall not be unreasonably withheld. Either Party may, at its expense, install and maintain flow meters and water testing apparatus at any point of connection.

102. City Sewer Collection System. The City is responsible for operations and maintenance of the sewer collection systems located within its sewer service boundaries and is responsible for all wastewater delivered by its sewer collection system to the County treatment facility.
103. Wastewater Quality Received from City. The City shall ensure that its wastewater complies with this Agreement and any applicable federal, state and local laws. The City agrees that it is a “User” of the sewer collection and treatment system of Barrow County and as such it expressly agrees to comply with the requirements of the Barrow County Sewer Use Ordinance, Chapter 90, Article IV of the Barrow County Code of Ordinances (as may be revised from time to time). The City agrees to take all steps reasonably necessary to control wastewater discharged to the County’s system, including (to the extent permitted by law) adoption and enforcement of sewer use ordinances and an industrial discharger pretreatment program at least as stringent as the Barrow County Sewer Use Ordinance, with local limits at least as stringent as those set out in Section 90-113 of the Barrow County Code of Ordinances. To the extent permitted by law, the City also agrees to revise its ordinances and limits as necessary to reflect changes made to the County’s ordinance or local limits.
104. Remedies for Wastewater Quality Issues. In addition to the remedies authorized by the Barrow County Sewer Use Ordinance, the County reserves the right to terminate or suspend this Agreement and acceptance of wastewater from the City until such time as the City’s wastewater complies with quality limits in the Barrow County Sewer Use Ordinance. The County may also impose sewer treatment surcharges in accordance with a county-wide surcharge rate for high-strength sewer water, as adopted and updated from time to time by the Barrow County Board of Commissioners. For purposes of imposing surcharges for high-strength sewer water, the City will be treated as a distinct “user” at each point of interconnection. The sampled characteristics of the City’s flow at a particular point of interconnection, and the quantity of water observed at the connection, will be the basis for determining the amount of surcharge (if any) due from the City as to that particular connection.”
105. Emergency Action by County. The County may take emergency action to stop or prevent any discharge into its sewer system or the Barber Creek Facility when in the County’s reasonable opinion such discharge presents, or may present, an imminent danger to the health or welfare of humans, reasonably appears to threaten the environment, or threatens to cause interference, or contamination to Barrow County’s sewer system or the Barber Creek Facility. The County agrees to provide such notice as is practicable to the City of its intent to take emergency action prior to taking action; provided, however, it is understood and agreed the opportunity to respond to such action or anticipated action may be limited to after the emergency powers have been exercised. The County’s ability to take emergency action as described herein shall have no impact on the rights and obligations of the City to take action to ensure that its sewer users are not discharging any waste into the sewer system that would violate the terms of this Agreement.

106. Additional Wastewater Quality Requirements. Pursuant to Section 90-116 of the Barrow County Code of Ordinances, the City shall:
- A. Provide to the County a report of the name and physical address of all new and existing users of the City's allocated capacity, semi-annually in June and December, and at such other times as the County may reasonably request;
 - B. Conduct all pretreatment implementation activities, including sewer discharge permit issuance, inspection and sampling, and enforcement, necessary to comply with this Agreement;
 - C. Provide the County, upon request, access to all information that the City obtains as part of any pretreatment activities;
 - D. Comply with the limits on the nature and quality of the wastewater set forth in the Barrow County Sewer Use Ordinance;
 - E. Monitor its discharge to the County sewer system for compliance;
 - F. Provide the County with access to the facilities of nonresidential users located within the City for the purpose of inspection, sampling, and any other duties deemed necessary by the County; and
 - G. Accept notice of sewer use violations from the County and address the issues with the in-City users responsible for the violations.

Article II. Reserved Capacity

201. Amount of Reserved Capacity. As of the Effective Date of this Agreement, City has reserved a total of 80,981 gallons per day (monthly average daily flow) treatment capacity in the Barber Creek Facility. The maximum one-day flow capacity reserved to the City is 1.5 times the reserved monthly average daily flow (for example, assuming a reservation of 80,981 gpd as a monthly average, the City may contribute at most 121,472 gallons (1.5 x 80,981) in a single day). Unless supported by a reasonable objection, the County shall sell to the City any additional sewer capacity requested at the rates set forth herein. The Capacity Fee shall be paid up front and prior to the provision of allocated capacity.
202. Cost to Purchase Additional Reserved Capacity. The cost to purchase additional capacity ("Capacity Fee") shall be the then-current county-wide "Sewer Capacity Charge", established and revised from time to time by a sanitary sewer rate resolution of the Barrow County Board of Commissioners. As of the Effective Date, the Sewer Capacity Charge for July 1, 2018 through June 30, 2019 is \$15 per gallon of monthly average daily consumption reserved.
203. Resale of Capacity to City Customers. The City shall be permitted to sell any purchased capacity to customers within the City sewer service area at a reasonable rate to be determined by City. The City shall be responsible for all billing functions associated with

City sewer customers within the City sewer service area.

204. Exceedance of Reserved Capacity. If the City’s wastewater flow discharged into the County’s system exceeds its reserved capacity (either on a monthly average basis or peak one-day flow basis), the City shall, immediately upon notice from County, take appropriate measures to reduce its flow to within its reserved capacity. The County’s remedies in the event of a discharge in excess of the reserved capacity include one or more of the following remedies, none of which shall be an exclusive remedy: (a) immediate refusal to accept excess flows from City to the Barber Creek Facility, (b) payment of a fifty percent (50%) surcharge on the Monthly Service Fee attributable to any excess amounts treated daily, (c) payment (or reimbursement) of any and all damages caused to third parties directly related to such excess flow, (d) immediate payment (or reimbursement) of any and all civil penalties and fines imposed by regulatory agencies or courts of law directly attributed to such excess flow, and (e) interest on any aforesaid amount not paid within fourteen days of demand, at the rate of 1% per month. Prolonged discharge in excess of the reserved capacity after notice from the County will be considered a material breach of contract, for which County is entitled to:(a) charge a Capacity Fee equal to the capacity sufficient to bring flow within reserved capacity: or (b) terminate this Agreement for cause, along with any and all other remedies available at law or in equity.

Article III. Monthly Service Fee

301. Calculation of Monthly Service Fee. The County shall be compensated in the form of a “Monthly Service Fee” for performing all services and incurring all costs and expenses required to operate, maintain, and extend the life of the Barber Creek Facility. The Monthly Service Fee shall be amount of wastewater flow times the base rate for residential sewer treatment, as specified in then-current county-wide Sanitary Sewer Rate Schedule, established and revised from time to time by resolution of the Barrow County Board of Commissioners. (The base rate is the standard rate for treating sewer water, as distinguished from any “monthly minimum” rate set by resolution.) As of the Effective Date, the base rate for July 1, 2018 through June 30, 2019 is \$5.07 per 1,000 gallons. During the term of this agreement, the County will not charge the City a higher base rate than any other jurisdiction located within the County.
302. Measurement of Wastewater Flow. The amount of wastewater sent to the Barber Creek Sewer Treatment Facility will be measured as follows:
- A. At points of connection equipped with County flow meters, the actual flow observed will be used. Meters shall be calibrated no less often than semi-annually, and appropriate calibration records shall be retained. The County shall give the City the opportunity to observe the calibration process, test the calibration equipment and review the calibration records upon request. In the event that it should appear during any month that any meter or meters have failed to accurately measure the flow passing

through a given interconnection point and the extent of the inaccuracy cannot be determined, the amount of wastewater flow deemed delivered during such period shall be computed by taking the last two (2) months of accurate readings, in addition to the reading for the month in question from the prior year and averaging the amounts together.

- B. For points of connection without a flow meter, City shall submit the monthly total of non-irrigation potable water usage for all facilities served by the unmetered connection. The sewer return flow from such facilities will be deemed equal to 100% of the non-irrigation potable water usage. Upon reasonable request within a 14 day(s) notice, the county shall have the right to review and audit City water records to confirm the accuracy of the water use reported by the City.
303. Extraordinary Charges. In accordance with Sections 103, 104 and 204, the City may incur financial obligations to the County for sending wastewater that: exceeds restrictions set forth in the Barrow County Sewer Ordinance; exceeds the surcharge thresholds for high-strength wastewaters specified by Barrow County resolution; or exceeds the amount of reserved treatment capacity owned by the City. Any such charges may be included in the Monthly Service Fee or billed separately, in the County's discretion.
304. Billing. The County shall read its flow meters, calculate Extraordinary Charges, and take other steps necessary to calculate the Monthly Service Fee on the last business day of each month, or as soon thereafter as is practicable. The County shall then prepare an invoice for the fees owed and deliver the invoice to the City in the ordinary course of business. The City shall pay said invoice within thirty (30) days of receipt.

Article IV. Term and Termination

401. Commencement and Term. This Agreement shall commence as of the Effective Date and continue for a period of 10 years.
402. Termination for Cause by the City.
- A. Upon the occurrence of an Event of Default by the County, the City shall have the right to terminate this Agreement or pursue a cause of action for actual damages, or both, all as more fully described in this Section 402. Any such termination shall result in the capacity allocated to the City reverting to the County and the County having all rights, title, and interest to re-sell or otherwise use the reversion capacity with no refund to the City of the Capacity Fee or the Monthly Service Fee. Because of the potential impact upon the public health and environment, the City may only terminate this Agreement if uninterrupted sewer service can be provided to its customers. The following shall constitute Events of Default by the County:
 - i. the unexcused failure of the County to perform or observe any of its material covenants, agreements, obligations, or duties created by this Agreement;
 - ii. the material falseness or inaccuracy of any representation or warranty made by the

County, if the legality of this Agreement or the ability of the County to carry out its duties and obligations under this Agreement is thereby adversely affected;

B. Upon the happening of any event described in subparagraphs (i), or (ii) of Section 402(A), the City may declare an Event of Default by providing written notice of such event to the County setting forth in detail the alleged failure or deficiency of the County. The County shall have thirty days after receipt of such written notice from the City to cure such failure or deficiency. If the failure or deficiency is one that is described in subparagraph (ii) of Section 402(A) and is subject to cure but such cure cannot reasonably be completed within thirty days, the preceding sentence shall be satisfied if within thirty days the County shall have commenced to cure and shall continue to pursue such cure until the failure or deficiency is remedied, but in no case shall such period extend beyond 120 days from written notice. In the event that the County does not cure such failure or deficiency within said thirty-day period (or extension as provided above), the City may terminate the Agreement for cause by providing written notice thereof to the County as specified herein.

403. Payments in the Event of Termination by the City. In the event the City elects to terminate the Agreement under Section 402, the City shall pay to the County any Monthly Service Fees (including Extraordinary Charges), whether or not invoiced, representing services rendered prior to termination and any Capacity Fee not yet paid in full. All amounts due either Party under this paragraph shall be netted and the balance shall be due as of termination.

404. Termination for Cause by the County During the Term of the Agreement.

A. Upon the occurrence of an event of default by the City, the County shall have the right to terminate this Agreement or pursue a cause of action for actual damages, or both, all as more fully described in this Section 404. Any such termination shall result in the capacity allocated to the City reverting to the County and the County having all rights, title, and interest to re-sell or otherwise use the reversion capacity with no refund to the City of the Capacity Fee or the Monthly Service Fee. Because of the potential impact upon the public health and environment, the County may only terminate this Agreement if uninterrupted sewer service can be provided to the City's customers through other means. The following shall constitute events of default by the City:

- i. the unexcused failure of the City to perform or observe any of its material covenants, agreements, obligations, or duties created by this Agreement;
- ii. the unexcused failure of the City to make payment due and payable under this Agreement;
- iii. the material falseness or inaccuracy of any representation or warranty made by the City, if the legality of this Agreement or the ability of the County to carry out its duties and obligations under this Agreement is thereby adversely affected;

B. Upon the happening of any event described in subparagraphs (i), (ii), or (iii) of Section 404(A), the County may declare an event of default by providing written notice of such event to the City setting forth in detail the alleged failure or deficiency of the City. The

City shall have thirty days after receipt of such written notice from the County to cure such failure or deficiency. If the failure or deficiency is one that is described in subparagraph (iii) of Section 404(A) and is subject to cure but such cure cannot reasonably be completed within thirty days, the preceding sentence shall be satisfied if within thirty days the City shall have commenced to cure and shall continue to pursue such cure until the failure or deficiency is remedied, but in no case shall such period extend beyond 120 days from written. In the event that the City does not cure such failure or deficiency within said thirty-day period (or extension as provided above), the County may terminate the Agreement by providing written notice thereof to the City as specified herein.

405. Payments in the Event of Termination by the County. In the event the County elects to terminate the Agreement under Section 404, the City shall pay to the County any Monthly Service Fees (including Extraordinary Charges), whether or not invoiced, representing services rendered prior to termination and any Capacity Fee not yet paid in full. All amounts due either Party under this paragraph shall be netted and the balance shall be due as of termination.

Article V. Additional Provisions

501. 2005 Agreement Superseded. The Parties acknowledge that the 2005 Agreement has expired and agree that, to the extent any obligations in that 2005 Agreement have survived, all such obligations shall terminate and be superseded by this Agreement. By way of example and not limitation, the Parties acknowledge that the Old Statham Facility has been retired in conformance with the 2005 Agreement and County has no further obligation with respect to the Old Statham Facility.
502. Notice. All notices, requests, demands, writings, or other communications required or permitted to be given hereunder shall be 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 U.S. certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Party at the address given below, or at a substitute address previously furnished by written notice in accordance herewith.

City of Statham

Mayor of Statham
P.O. Box 28
Statham, Georgia 30666

Barrow County

Barrow County Public Works Director
30 N. Broad Street
Winder, GA 30656

With a copy to:

Barrow County Manager
Historic Courthouse
30 N. Broad Street
Winder, GA 30680

503. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control.
504. Cumulative. Except as expressly limited by the terms of this Agreement, all rights, powers, and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.
505. Force Majeure. Neither Party shall be liable for its respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of its respective duties or obligations under this Agreement or for delay in such performance due to force majeure. In case by reason of force majeure, any 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. Such Party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure," as employed herein, shall mean (a) any cause beyond the Party's reasonable control; (b) any act(s) of God, (c) any change in applicable governmental rules or regulations (other than those of the Party) rendering the performance of any portion of this Agreement legally impossible; (d) strikes, lockout(s) or other labor disputes or industrial disturbance(s), (e) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection, invasion or act(s) of a public enemy, (f) order(s) of any kind of the Government of the United States or the State of Georgia or any civil or military authority, (g) natural disaster, catastrophe, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, or explosions, or breakage or accidents outside the Party's control which prevent performance under this Agreement.
506. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes and replaces 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 both Parties with appropriate authorization.
507. Assignment. The Parties agree that neither Party may assign or transfer any interest in, or delegate any duties of, this Agreement without the prior express written consent of the other Party.
508. Immigration and Title VI Compliance. The Parties agree that any contracts let regarding projects contemplated herein shall contain all required E-verify and Title VI requirements under applicable law.
509. Records. Each Party shall maintain records relating to matters covered by this Agreement

as required by Georgia law. Such records shall be maintained for at least a period of three years following the termination of this Agreement.

510. No Joint Venture. The Parties agree that nothing contained within this Agreement can be or should be construed as creating a joint venture or partnership between the Parties; and that acquisition of, or construction on, any property shall be the exclusive responsibility and sole obligation of the Party acquiring the property or completing any construction thereon.
511. Dispute Resolution.
- A. The Parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this agreement by prompt negotiations between one or two senior representatives of the Parties who have authority to settle the controversy, subject to any necessary ratification by the governing authority of the City and County. The disputing Party shall give the other Party written notice of the dispute. Within ten (10) days after receipt of said notice, the receiving Party shall submit to the other a written response. The notice and response shall include (a) a statement of each Party's position, a summary of the evidence and arguments supporting its position and (b) the name and title of the individual(s) ("Representative(s)") who will represent that Party. The Representatives of the Parties shall meet at a mutually-acceptable time and place within twenty (20) days of the date of the disputing Party's notice and, after that, as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute.
 - B. If any disputes or issues arise in connection with this Agreement that cannot be resolved amicably, then either Party shall have the right to request the other Party participate in non-binding mediation. The mediator shall be mutually agreed upon, and the costs of the mediator shall be shared equally between the Parties. In the event there is no request for mediation or mediation efforts fail, then any dispute or issues shall be resolved through litigation. In the event mediation is unsuccessful or deemed futile, the Parties shall each be entitled to pursue all available remedies at law or equity.
512. Captions and Severability. The caption or headnote on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect this Agreement. Should any article(s) or section(s), or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible, as the Parties declare they would have agreed to the remaining parts of this Agreement if they had known that the severed provisions or portions thereof would be determined illegal, invalid or unenforceable.
513. Waiver of Agreement. No failure by either Party to enforce any right or power granted under this Agreement, or to insist upon strict compliance, and no custom or practice of either Party at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect a Party's right to demand exact and strict compliance with the terms and conditions of this Agreement. Further, no express

waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

514. No Third Party Rights. This Agreement is entered into for the benefit of the Parties 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.
515. Agreement Construction and Interpretation. Each Party represents that it has reviewed and become familiar with this Agreement and has notified the other Party of any discrepancies, conflicts or errors herein. The Parties agree that, if any ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement.
516. Counterparts. This Agreement may be executed in multiple counterparts, and each counterpart shall be considered an original.
517. Authority to Enter Agreement. Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or board in accordance with all applicable laws and spread upon the minutes thereof. The City and County each represent, warrant and covenant to the other as follows: Each has the full legal right, power, and authority to enter into this Agreement and to perform its duties and obligations hereunder. This Agreement has been duly authorized, executed, and delivered and constitutes a legal, valid, and binding obligation of the representing Party, enforceable against it in accordance with its terms.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, City and County do hereto set their seals by and through their respective authorized officials.

BARROW COUNTY, GEORGIA

By: *Pat Graham*
The Honorable Pat Graham,
Chairman

Attest: *Danielle Austin*
Danielle Austin, County Clerk



(Affix County Seal)

CITY OF STATHAM, GEORGIA

By: *Robert Bridges*
Robert Bridges, Mayor

Attest: *Kay Fortney*
Kay Fortney City Clerk



MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT ("Agreement") is made and entered into by and between the TOWN OF BRASELTON, a municipal corporation organized and existing under the laws of the State of Georgia ("Braselton" or the "Town") and BARROW COUNTY, a Georgia county organized and existing under the laws of the State of Georgia ("Barrow" or the "County") (Braselton and Barrow being collectively referred to as the "Parties").

WITNESSETH THAT:

WHEREAS, Braselton desires to provide sewer service connections to Barrow, and Barrow desires to reserve sewer capacity from Braselton;

WHEREAS, Braselton is expanding its waste water treatment plant and facilities and must receive prompt and adequate payment for services rendered in order to furnish the required facilities; and

WHEREAS, Braselton is willing to provide and Barrow is willing to reserve sewer service subject to the terms and conditions of the Town's Water and Sewer Ordinance, as amended, and the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **RESERVED SEWER CAPACITY.** On and subject to the terms and provisions hereof, Braselton hereby allocates, upon payment of capacity fees, to Barrow 75,500 GPD of sewage treatment capacity (the "Reserved Capacity") and agrees to accept the Reserved Capacity for treatment in accordance with the terms and conditions of the Town's Water and Sewer Ordinance and all applicable laws, ordinances, rules and regulations.
2. **FUTURE RESERVED SEWER CAPACITY.** On and subject to the terms and provisions hereof, Braselton hereby allocates, upon construction of necessary infrastructure and payment of capacity fees, a future reserved capacity (the "Future Reserved Capacity") to Barrow, of 99,500 GPD of sewage treatment capacity (the "Reserved Capacity") and Barrow agrees to accept the allocation of Reserved Capacity in accordance with the terms and conditions of the Town's Water and Sewer Ordinance and all applicable laws, ordinances, rules and regulations.
3. **FUTURE SEWER CAPACITY.** On and subject to the terms and provisions hereof, Braselton hereby acknowledges that Barrow wishes to purchase an additional capacity (the "Additional Capacity") 625,000 GPD of sewage treatment capacity at such time as Braselton has completed necessary treatment plant upgrades and such capacity is available, in accordance with the terms and conditions of the Town's Water and Sewer Ordinance and all applicable laws, ordinances, rules and regulations as in existence at the time such capacity is available.

Barrow agrees that at such time as Braselton notifies Barrow the capacity is available, Barrow may purchase annually 70,000 GPD until such time as 800,000 GPD total capacity is reached. Capacity fees shall be those published fees at such time the capacity is purchased.

4. **UNUSED CAPACITY.** At 12 months following notice by Braselton to Barrow of the completion of the necessary infrastructure improvements, in the case of the "Future Reserved Capacity", and the treatment plant upgrades, in the case of the "Additional Capacity", Barrow agrees to begin paying usage fees for unused capacity at a monthly rate of 10% of the total cost of the reserved capacity. The total cost will be calculated using the fees in effect at that time.
5. **PROHIBITION AGAINST INDUSTRIAL DISCHARGE.** Barrow, and any successors and assigns, shall not discharge any industrial waste into the sewage treatment system without written permission from Braselton. For purposes of this provision, "industrial waste" shall mean any waste, sewage, effluent or discharge from a new or existing non-domestic source which is regulated under Section 307 (b), (c) or (d) of the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1317 (b), (c) and (d), and any federal, state or local regulations pursuant thereto.
6. **CONSTRUCTION OF AGREEMENT.** The Parties acknowledge that they have read, understand and have had the opportunity to be advised by legal counsel as to each and every one of the terms, conditions, restrictions and effect of all of the provisions of this Agreement. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the provision shall not apply a presumption that the terms hereof shall be more strictly construed against any one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the document. This Agreement constitutes the Parties' entire agreement and supersedes all prior written and oral understandings of the Parties. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto. The Parties shall be bound only by the provisions contained herein and by any subsequent modifications agreed to in writing by both Parties. If any provision of this Agreement is found to be unenforceable, the Parties shall be bound by the remaining provisions of this Agreement in the same manner as if such unenforceable provision had not been included herein, it being the intention of the Parties that all provisions of this Agreement are severable.
7. **FORCE MAJEURE.** In the event any party to this Agreement is rendered unable wholly or in part by a "force majeure" event to carry out its obligations under this Agreement, other than its obligations to make payments due, then the party affected by the force majeure shall give written notice with explanation to the other party promptly. Following such notice, the effective obligations of the party giving notice shall be suspended, but only during the continuance of the event of force majeure, provided due diligence is demonstrated in seeking remedy to the cause. As used in this Paragraph, the term "force majeure" shall mean, acts of God, acts of public enemies, wars, blockades, insurrections, riots, epidemics, landslides, earthquakes, fires, floods, adverse weather conditions in

excess of typical weather conditions reasonably anticipated, washouts, civil disturbances, explosions, labor disputes, inability with reasonable diligence to obtain materials and any other cause not within the reasonable control of the party claiming a suspension despite its due diligence, not to include lack of funds.

8. **NO WAIVER.** The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any terms and conditions of this Agreement, shall not be construed as thereafter waiving such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
9. **APPLICABLE LAW AND DISPUTE RESOLUTION.** This Agreement shall be interpreted and the rights and obligations of the Parties shall be determined in accordance with the laws of the State of Georgia. The Parties hereby submit to the nonexclusive jurisdiction of any Georgia State or Superior court sitting in Jackson County, Georgia for the purposes of all proceedings arising out of or relating to this Agreement.
10. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assigns. Any person or entity that receives, via assignment, transfer or other form of conveyance, any portion of the Reserved Capacity in accordance with Paragraph 3 of this Agreement shall submit a written notice to the Town acknowledging that such person or entity has a copy of this Agreement and will comply with the terms hereof as to the portion of the Reserved Capacity so assigned, transferred or conveyed to it.
11. **TERM.** This Agreement shall terminate when all rights and obligations of the Parties have been satisfied or discharged.
12. **ADDITIONAL CAPACITY.** Nothing herein contained shall in any way preclude Barrow from applying for and obtaining additional sewer capacity in accordance with standard procedures for allocation of sewerage capacity established by Braselton from time to time.
13. **NOTICE.** Any notice required by this Agreement shall be in writing as set forth below:

If to Braselton:

Town of Braselton
Manager
PO Box 306
Braselton GA 30517

If to Barrow:

Barrow County
Manager
30 North Broad Street
Winder, Ga. 30680

14. **COUNTERPARTS.** This Agreement may be executed in separate counterparts. It shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all parties.

IN WITNESS WHEREOF, the duly authorized officials of the Town of Braselton and the duly authorized officers of Barrow County, have executed this Agreement under seal as of the 2nd day of January, 2023: 2024.

BARROW COUNTY, GEORGIA, by and through its Board of Commissioners

By: [Signature]
Pat Graham, Chairman

Attest: [Signature]
County Clerk



Town of Braselton, Georgia, by and through its Mayor and City Council

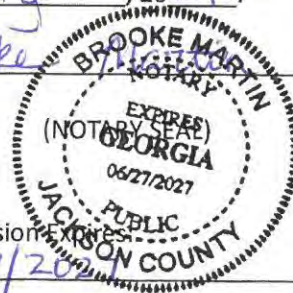
By: [Signature]
Jennifer Scott, Town Manager

Attest: [Signature]
~~Town Clerk~~ Public Works Director

(Affix Town Seal)

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 3rd DAY OF January, 2024.

[Signature]



My Commission Expires 06/27/2021



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.

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.).

Local Government or Authority	Funding Method
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:

Agreement Name	Contracting Parties	Effective and Ending Dates
SDS Mediation Agreement	Barrow County, Cities of Winder, Auburn, Braselton, Bethlehem, Carl, and Statham	9/23/24 - 10/31/38

UOBWA Water Treatment IGA	Barrow County and Upper Oconee Basin Water Auth.	7/22/96 - 7/22/46
UOBWA Water Reservoir IGA	Barrow County and Upper Oconee Basin Water Auth.	7/22/96 - 7/22/46
Water Supply IGA	Barrow County and Town of Bethlehem	5/5/23 - 5/5/73
Water Supply IGA	Barrow County and Town of Auburn	7/6/23 - 7/6/33
Water Supply IGA	Barrow County and Town of Braselton	4/25/23 - 4/25/33

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: 11/1/2024

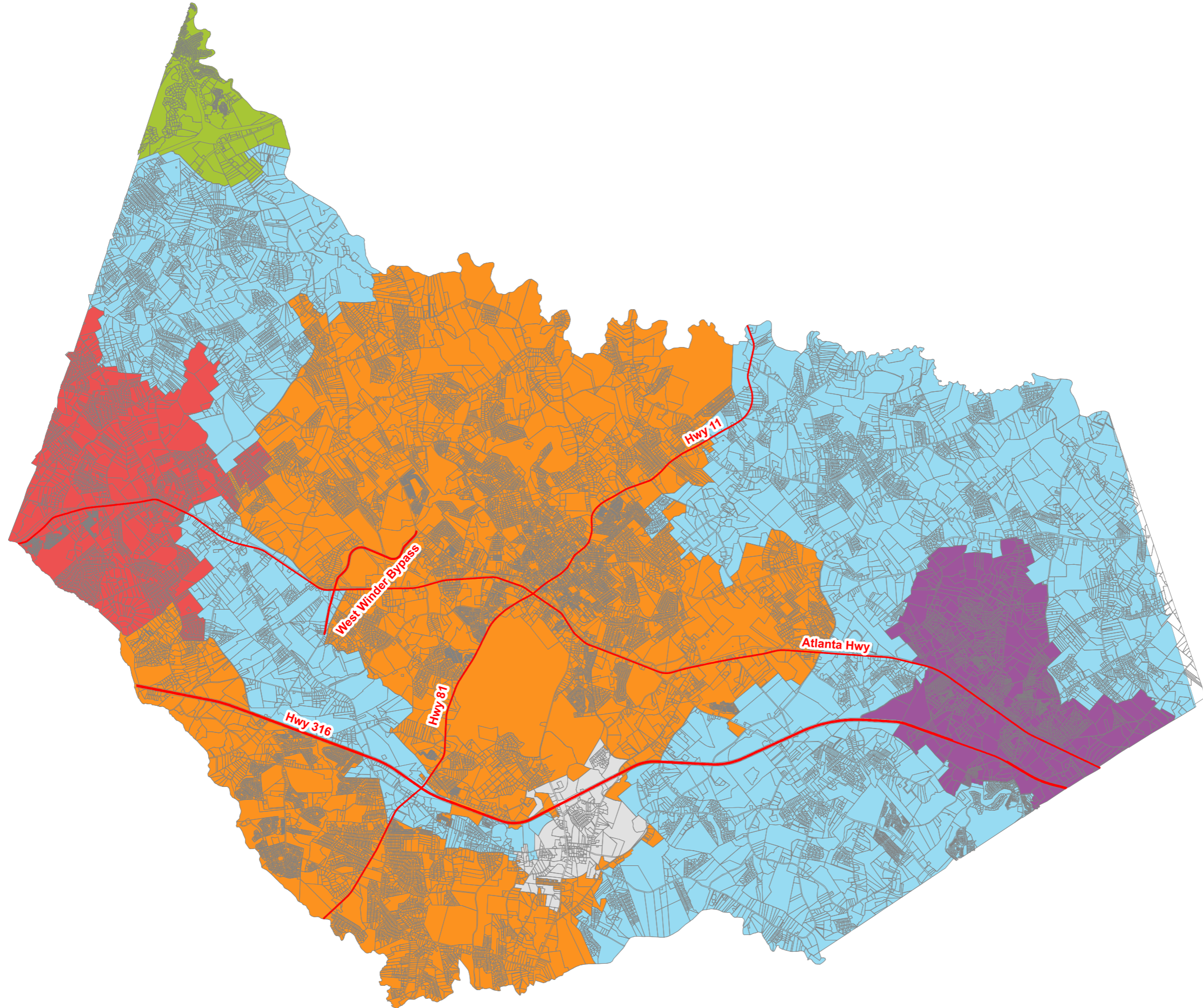
8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

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

Barrow County Potable Water Service Atlas

SDS Provider

- Auburn
- Barrow County
- Bethlehem
- Braselton
- Statham
- Winder



Legal Notifications:
 This map is the property of Barrow County, Georgia. The use of this map is granted solely upon the condition that the map will not be sold, copied, or printed for resale without the express written permission of the County. This map is a proprietary product of Barrow County, Georgia, and no part of this County and/or its GIS/Mapping Components be made for sale or distribution, including any form of public, print, digital, or other electronic or mechanical means, without the express written permission of the County. The County and/or its GIS/Mapping Components do not warrant the accuracy or reliability of the map provided and do not guarantee the suitability of the map for any purpose, expressed or implied.

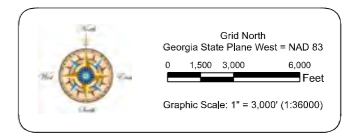
Production Notes:
 The compilation methods employed during the production of this map include, but are not limited to, the following: mapping process, data and/or data sources, coordinate systems, horizontal and vertical datums, surveys and orthorectification.

Data Sources:
 • Aerial Photography: Google Earth
 • County Limits: Barrow County GIS
 • Streets: TIGER
 • Features: Land Use Areas: Barrow County GIS

Revisions:
 This map may be revised periodically by the County. Should the user find conditions other than as shown, the County would appreciate your input. Simply copy the area in question, and send your proposed revision and send the information to the County for consideration.

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Date of last revision: 10/21/2024



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

9/23/24
Date


Jimmy Terrell, Mayor, City of Winder

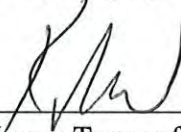
9/23/24
Date


Richard Roquemore, Mayor, City of Auburn

9/23/24
Date


Christopher Lelle, Mayor, Town of Bethlehem


9/23/24
Date


Kurt Ward, Mayor, Town of Braselton

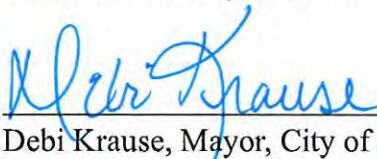
9/30/24
Date

Kurt Ward, Mayor

~~Becky Richardson
Mayor Pro Tem~~


David Brock, Mayor, Town of Carl

9/25/24
Date


Debi Krause, Mayor, City of Statham

9-25-24
Date


Attest: Samuel Olens, Mediator

9-23-24
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, 2038

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:

Water Main Diameter	SDS Provider
2"	Auburn
6"	Barrow County
8"	Barrow County
10"	Barrow County
12"	Barrow County
24"	Arcis
30"	Deforest
	Stadium
	Winder

Legend

Water Main Diameter

2" - 6" (Blue)

8" - 12" (Light Blue)

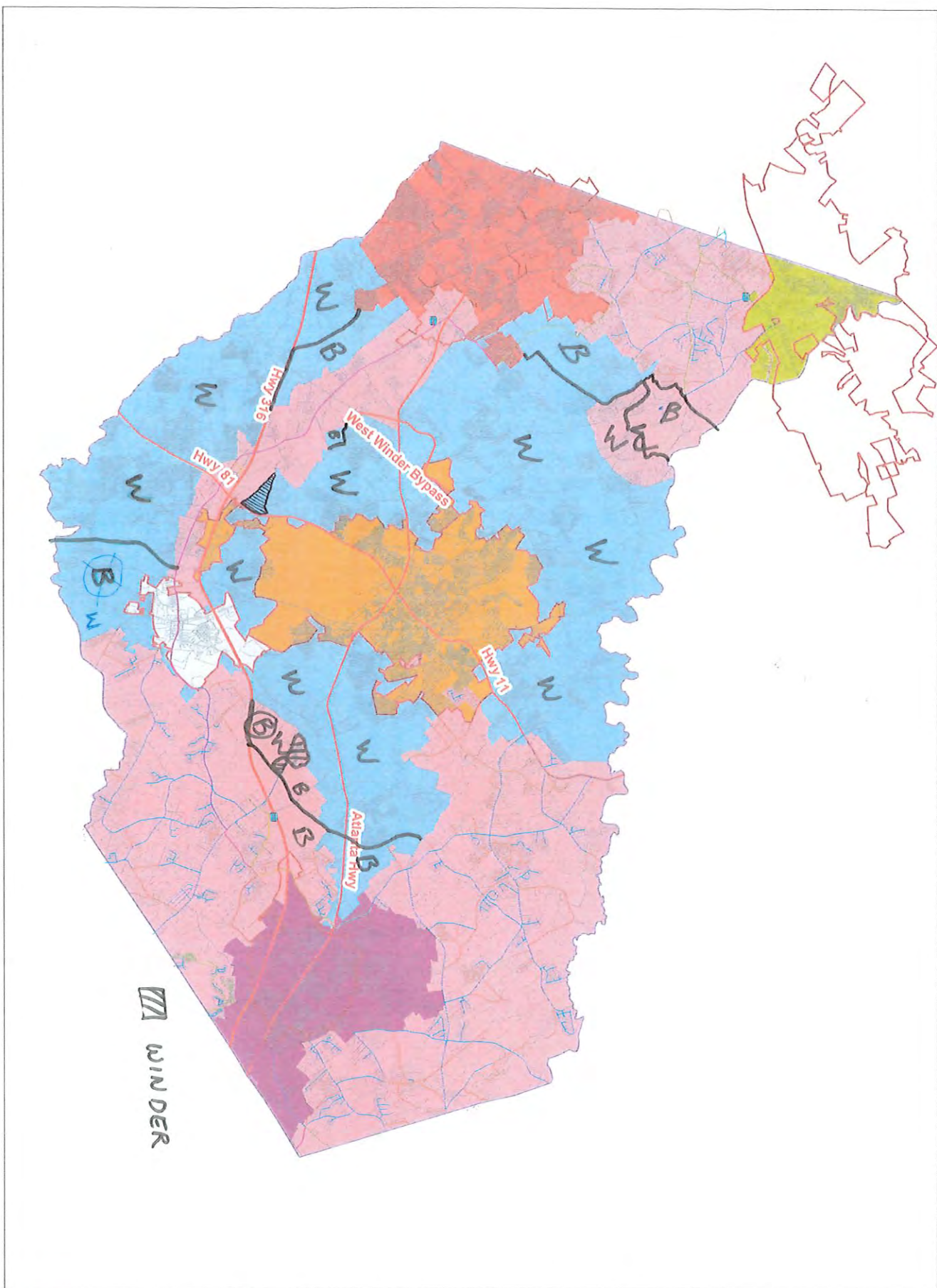
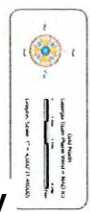
24" (Light Green)

30" (Light Purple)

City Limits

Barrow County (Pink)

Winder (Purple)



INTERGOVERNMENTAL RESERVOIR AND RAW WATER SUPPLY AGREEMENT
BETWEEN
UPPER OCONEE BASIN WATER AUTHORITY,
OCONEE COUNTY, ATHENS-CLARKE COUNTY,
BARROW COUNTY & JACKSON COUNTY, GEORGIA

COPY

This Intergovernmental Reservoir and Raw Water Supply Agreement ("Agreement"), made and entered into as of July 22, 1996, by and between the Upper Oconee Basin Water Authority, a public body corporate and political and a public corporation of the State of Georgia, (hereinafter sometimes designated as the "Authority"), created by the provisions of Ga. L. 1994, p. 5123, et seq., and the four Member Counties, Athens-Clarke County, Georgia, Barrow County, Georgia, Jackson County, Georgia and Oconee County, Georgia (hereinafter sometimes each designated as "Member County").

W I T N E S S E T H:

WHEREAS, the Upper Oconee Basin Water Authority was created for the declared purpose of acquiring and developing adequate sources of water supply, including but not limited to the construction of reservoirs; the treatment of such water, and thereafter the transmission of such water within the Upper Oconee Basin area, and to the various counties, municipalities, and public authorities located therein; and the collection and treatment of waste water from the counties, municipalities, and public authorities within the Upper Oconee Basin area; and

WHEREAS, the Authority and Member Counties recognize that water resources are finite, and that water conservation should be encouraged by the Authority and the Member Counties, and all water users within the Upper Oconee Basin area; and

WHEREAS, the Member Counties need an economical, reliable source of water to meet the growing demands of their citizens and have determined to purchase such water from resources owned, controlled, or purchased by the Authority; and

WHEREAS, the Authority will take or cause to be taken all steps necessary to secure such governmental permits, licenses, and approvals as are necessary for the Project as hereinafter defined, and will then proceed as appropriate with final design, financing, acquisition and construction of the Project for the supply of raw water to the Member Counties contracting with the Authority, and will sell the output and services of the Project pursuant to the Act and this Agreement; and

WHEREAS, in order to enable the Authority to issue its revenue bonds to pay the costs of acquiring and constructing the Project, it is necessary for the Authority to have a binding Intergovernmental Agreement with the Member Counties pursuant to authority of Ga. L. 1994, p. 5123, et seq., and all payments required to be made in accordance with the provisions of Article III of the Agreement, and all other payments attributable to the Project or to the Annual Project Costs, as hereinafter defined, to be made in accordance with or pursuant to any other provision of this Agreement, shall be pledged as security for the payment of such Bonds;

NOW THEREFORE, for and in consideration of the premises and the mutual covenants and agreements hereinafter set forth, and in order to pay the Authority for its costs of providing each Member

County its Entitlement Share, as hereinafter defined, of the output and services of the Project it is agreed by and between the parties hereto as follows:

ARTICLE I

TERM OF AGREEMENT, DEFINITIONS

Section 101. Term.

The term of this Agreement shall begin and this Agreement shall constitute a binding obligation of the parties hereto from and after its execution by the last party to execute the same. The obligation of the Authority to provide raw water under the provisions of the Agreement shall begin with the first issuance and delivery by said Authority of any of its Bonds which are authorized to be issued by the provisions of Ga. L. 1994, p. 5123 et seq. or, in the event notes of the Authority are issued in anticipation of the issuance of Bonds, such obligation shall begin with the issuance and delivery of such-bond anticipation notes. The term of this Agreement shall be fifty (50) years from the effective date of the Agreement.

Section 102. Definitions and Explanation of Terms.

As used herein:

(a) "Act" shall mean that certain Act of the 1994 session of the General Assembly of the State of Georgia compiled and published in Ga. L. 1994, p. 5123, et seq., as the same has been heretofore or may be hereafter amended. This Act may be cited as the "Upper Oconee Basin Water Authority Act" or the "Act".

(b) "Annual Project Costs" shall mean, with respect to a Water Supply Year, to the extent not paid as a part of the Costs of Acquisition and Construction, all costs and expenses of the Authority paid by the Authority for the Project, as hereinafter defined, during such Year allocable to the Project, including, but not limited to, those items of cost and expense referred to in Section 305 hereof, as Annual Project Fixed Charges for Bond Debt Service, Annual Project Fixed Charges other than for Bond Debt Service, and Other Annual Project Costs.

(c) "Annual Project Budget" shall mean, with respect to a Water Supply Year, the budget adopted by the Authority not less than sixty (60) days prior to the beginning of such Water Supply Year which budget shall itemize estimates of Annual Project Costs and all revenues, income, or other funds to be applied to such costs, respectively, for and applicable to such Water Supply Year or, in the case of an amended Budget, for and applicable to such Water Supply Year for the remainder of such Water Supply Year.

(d) "Billing Statement" shall mean the written statement prepared or caused to be prepared monthly by the Authority that shall be based upon the Annual Project Budget or upon the amended Annual Project Budget adopted by the Authority pursuant to Section 202, hereof, and that shall show the monthly amount to be paid to the Authority by each Member County in accordance with the provisions of Section 306 hereof.

(e) "Bonds" and "Revenue Bonds" shall mean the Revenue Bonds, Certificates, and other obligations issued by the Authority as

defined and provided for in the "Revenue Bond Law" Article 3 of Chapter 82 of Title 36 of the Official Code of Georgia Annotated as amended, and pursuant to the provisions of the Bond Resolution to finance or refinance the Cost of Acquisition and Construction of the Project, whether or not any issue of such bonds shall be subordinated as to payment to any other issue of such bonds, and shall include Additional Bonds issued pursuant to the provisions of Section 401, hereof, and Refunding Bonds issued pursuant to the provisions of Section 402, hereof.

(f) "Bond Resolution" shall mean the Revenue Bond Resolution and any Supplemental Bond Resolution authorizing the issuance of any Parity Bonds to be adopted by the Authority and accepted by the Trustee thereunder for the benefit of the owners of the Bonds which shall provide for the issuance of such Bonds, a copy of which Revenue Bond Resolution and Supplemental Bond Resolution in substantially the form to be adopted by the Authority shall be on file in the records of each Member County.

(g) "Commercial Operation Date" shall mean, with respect to the Project, the beginning of the day on which the Project is, in the opinion of the Authority, producing and delivering raw water for commercial use.

(h) "Agreement" and "Reservoir and Raw Water Supply Agreement" shall mean this Agreement with the Member Counties entered into by the Authority and the Member Counties, as the same may be amended from time to time.

(i) "Cost of Acquisition and Construction" or "Cost of the Project" shall mean, to the extent not included in Annual Project Costs, all costs of and expenses of planning, design, and construction, the cost of all lands, properties, rights, easements, and franchises acquired, the cost of all buildings, machinery and equipment, financing charges, interest prior to and during construction and for one year after completion of construction, cost of compliance with environmental regulations and environmental protection, cost of engineering, architectural and legal expenses, cost of plans and specifications, cost of water conservation programs and activities, costs of wetlands mitigation and programs, watershed protection, and other costs necessary or incident to determining the feasibility or practicability of the Project, administrative costs, and such other costs as may be necessary or incident to the financing authorized in the Act, the construction of the project, the placing of the same in operation, and the acquisition and condemnation of property necessary for such construction and operation. Any obligation or cost incurred for any of the foregoing purposes shall be regarded as a part of the cost of the Project and may be paid or reimbursed as such out of the proceeds of revenue bonds, certificates, or other obligations issued under the provisions of this Act for such Project, and obtaining governmental approvals, certificates, permits and licenses with respect thereto heretofore or hereafter paid or incurred by the Authority and may include, in addition and without limitation, the following:

(1) working capital and reserves in such amounts as may be established pursuant to the Bond Resolution;

(2) interest accruing in whole or in part on Bonds prior to and during construction and for such additional period as the Authority may reasonably determine to be necessary for the placing of the Project or any facility thereof in operation in accordance with the provisions of the Bond Resolution;

(3) the deposit or deposits from the proceeds of Bonds issued to finance such costs in any fund or account established pursuant to the Bond Resolution to meet Debt Service reserve requirements for Bonds;

(4) the deposit or deposits from the proceeds of Bonds issued to finance such costs in any funds or accounts established pursuant to the Bond Resolution as reserves for renewals and replacements for the Project or contingencies;

(5) training and testing costs incurred by the Authority;

(6) preliminary investigation and development costs, engineering fees, contractors' fees, costs of labor, materials, equipment, utility services and supplies, and legal and financing costs;

(7) all costs of insurance applicable to the period of construction; and

(8) all other costs incurred by the Authority and properly allocable to the acquisition and construction of the Project, including all cost financed by the issuance of Additional Bonds pursuant to Section 401 hereof.

(j) "Debt Service" shall mean, with respect to any period, the aggregate of the amounts required by the Bond Resolution to be paid during said period into any fund or funds created by the Bond Resolution for the sole purpose of paying the principal (including sinking fund installments) and premium, if any, and interest on all the Bonds from time to time outstanding as the same shall become due, provided, however, that Debt Service shall not include any acceleration of the maturity of the Bonds.

(k) "Entitlement Share" shall mean, with respect to a Member County and any Water Supply Year and with respect to the facilities of the Project the percentage of the output and services of the Project as set forth in the following Schedule of Entitlement Shares; provided, however, that in no event shall the Entitlement Share of any Member County be less than that set forth in the following schedule and provided, further, that in the event any one or more of the Member Counties listed in the following schedule elect to withdraw from participation in any future obligations or projects pursuant to the provisions of the Act, the Entitlement Shares of the remaining Member Counties, as such Entitlement Shares are set forth in each column of the following schedule, shall be increased pro-rata in order that the sum of the remaining Entitlement Shares of the remaining Member Counties when so adjusted shall total 100.000%:

<u>MEMBER COUNTY</u>	<u>ENTITLEMENT SHARE</u> %
ATHENS-CLARKE	44%
BARROW	19%
JACKSON	25%
OCONEE	12%

(l) "Interbasin Transfers" shall mean the delivery by whatever means of any treated or untreated water outside the drainage basins which exist within the boundaries of Athens-Clarke County, Barrow County, Jackson County, and Oconee County.

(m) "Member County" shall mean each political subdivision which is a party to this Agreement which includes Athens-Clarke, Barrow, Jackson, and Oconee Counties, unless the governing authority of any such Member County pursuant to the provisions of the Act has adopted a resolution, at any time, declaring that such county shall not be a Member County under the Act. Such withdrawal by any Member County from the Authority shall not affect any previously incurred obligations with respect to the issuance of or payment of any bonds, certificates, or other obligations of the Authority.

(n) "Project" shall mean the planning, design, acquisition, construction, and management of the Bear Creek Reservoir as herein described; the acquisition of any interest in real property surrounding the Bear Creek Reservoir including watershed areas and all necessary and usual water facilities useful for obtaining one or more sources of water supply; the sale of water to wholesale

users which are the Member Counties for the purpose of resale, inside and outside the territorial boundaries of the Member Counties; water conservation and environmental mitigation; and the management, operation, maintenance, additions, improvements, and extensions of such facilities so as to assure adequate water utility systems deemed by the Authority to be necessary or convenient for the efficient operation of such undertaking. The Authority may acquire property for recreation. This Project encompasses all work required to develop a reliable source of raw (untreated) water. This work includes the construction of a dam across Bear Creek at a point approximately 1,000 feet upstream of the confluence with Little Bear Creek, a spillway and associated outlet works, the reservoir, a dike along Highway 330, relocation of a natural gas pipeline, clearing, road and bridge construction for the relocation of Savage Road, cemetery, relocation, Middle Oconee River intake and pumping station, raw water main from the Middle Oconee River to the reservoir, and one or two raw water pumping stations located at the downstream base of the dam and/or at another appropriate location. The only pipelines included in the Project will be the raw water main from the Middle Oconee to the Reservoir and the associated piping connecting the raw water withdrawal structure in the Reservoir to any raw water pumping station located at the Reservoir. The Project will end at a line located five feet outside of the exterior wall on the discharge side of the raw water pumping station. The Project shall not include any right of way acquisition for construction of raw or

treated water transmission mains to deliver water to any Member County's distribution system. The Project is estimated to cost approximately twenty-one million eight hundred thousand (\$21,800,000.00) Dollars.

(o) "Site County" shall mean any county within which the Authority causes to be located a reservoir or any facility or improvement for which a real estate interest in property is acquired, by condemnation or purchase, for the Project.

(p) "Uncontrollable Forces" means any cause beyond the control of the Authority which by the exercise of due diligence the Authority is unable to prevent or overcome, including, but not limited to, failure or refusal of any other person or entity to comply with then existing contracts with the Authority or with a Member County, an act of God, fire, flood, explosion, strike, sabotage, pestilence, an act of the public enemy, civil military authority, including court orders, injunctions, and orders of governmental agencies with proper jurisdiction, insurrection or riot, an act of the elements, failure of equipment, or inability of the Authority or any Contractors engaged in work on the Project to obtain or ship materials or equipment because of the effect of similar causes on suppliers or carriers, or inability of the Authority to sell or issue its bonds or notes.

(q) "Water Supply Year" shall mean the Authority's fiscal year which is a calendar year, except that the first Water Supply Year shall begin on the date the Authority has an obligation to

provide water as determined in accordance with the provisions of Section 101, hereof.

ARTICLE II

CERTAIN OBLIGATIONS OF THE AUTHORITY AND THE MEMBER COUNTIES

Section 201. Water Supply.

The Authority shall provide or cause to be provided and each Member County may take from the Authority its Entitlement Share of the Water Supply pursuant to Section 306. The Authority will be responsible for planning, negotiating, designing, financing, acquiring or constructing, contracting for, administering, operating, and maintaining the Project as necessary to effect the delivery and sale of such Water Supply to each Member County.

Section 202. Annual Project Budget.

The Authority will prepare and submit to each Member County a proposed Annual Project Budget at least one hundred twenty (120) days prior to the beginning of each Water Supply Year. Each Member County shall then submit to the Authority, within forty-five (45) days from the date of the proposed Annual Project Budget, any matters or suggestions relating to the Budget which the Member County may care to present. The Authority shall then proceed with the consideration and adoption of such Budget not less than forty-five (45) days nor more than sixty (60) days prior to the beginning of such Water Supply Year and shall cause copies of such adopted Budget to be delivered to each Member County; provided, however, the Budget for the first Water Supply Year shall be prepared,

considered, adopted and delivered in the most practicable manner available in the discretion of the Authority. As required from time to time during any Water Supply Year after thirty (30) days notice to each Member County, the Authority may adopt an amended Annual Project Budget for and applicable to such Year for the remainder of such Year.

Section 203. Reports.

The Authority will prepare and issue to each Member County the following reports monthly during each Water Supply Year:

- (1) A Financial and Operating Statement relating to the Project;
- (2) Status of Annual Project Budget;
- (3) Status of construction budget of the Project during construction; and
- (4) Analysis of operations relating to the Project.

Section 204. Records and Accounts.

The Authority will keep accurate records and accounts for the Project as well as of the operations of the Authority in accordance with generally accepted accounting principles and the provisions of the Act. Said accounts shall be subject to an annual audit by a firm of independent certified public accountants to be submitted to the Authority as soon as practicable after the end of each fiscal year. All transactions of the Authority relating to the Project with respect to each Water Supply Year shall be subject to such an audit. Each Member County shall have the right to access the books

and records of the Authority upon reasonable written notice to the Authority.

Section 205. Water Supply Planning.

Each Member County will keep the Authority advised on all matters relating to the Member County's water supply planning, including, but not limited to, future water requirement forecasts.

Section 206. Environmental Protection and Watershed Protection District.

Each Member County, which as a result of the construction of the Project, including construction of its reservoir and dam, contain a watershed protection area, shall enact zoning ordinances including an ordinance establishing a Watershed Protection District pursuant to the requirements of all applicable state laws and Section 404 of the Clean Water Act. Each such Member County shall enforce its watershed protection ordinances which were enacted as a result of construction of this Project and shall at no time amend its zoning ordinances to permit any land use activity which would violate any rule or regulation of the Environmental Protection Division of the Department of Natural Resources or would be inconsistent with maintaining and protecting adequate water quality in the reservoir.

Section 207. Adjustment of Billing.

At the end of each Water Supply Year the Authority shall determine if the aggregate amount paid by each Member County under Section 306, hereof, to provide recovery of all the Authority's costs during such Water Supply Year was in the proper amount. Upon the making of such determination, any amount found to have been

paid by each Member County in excess of the amount which should have been paid by each Member County shall be credited on the Billing Statements to each Member County for the remaining month or months of the Water Supply Year next succeeding the Water Supply Year for which such adjustment was determined to have been necessary. In the event any Member County is found to be deficient in the amount which it should have paid then ten percent of the amount of any deficiency shall be added to each of the next ten Billing Statements for the Member County. In the event that the failure of a Member County to pay its Entitlement Share of Annual Project Costs in accordance with this Agreement shall have resulted in the application of amounts in any reserve or working fund under the Bond Resolution to the payment of costs payable from such reserve or working fund and the other Member Counties shall have made up the deficiency created by such application or paid additional amounts into such reserve or working fund, amounts thereafter paid to the Authority by such nonpaying Member County for application to such past due payments shall be credited on the Billing Statements of such other Member Counties in the next month or months as shall be appropriate.

Section 208. Disputed Monthly Billing Statement.

In case any portion of any monthly Billing Statement received by a Member County from the Authority shall be in bona fide dispute, the Member County shall pay the Authority the full amount of such monthly Billing Statement and, upon determination of the correct amount, the difference between such correct amount and such

full amount, if any, will be credited to the Member County by the Authority after such determination. In the event such monthly Billing Statement is in dispute, the Authority will give consideration to such dispute and will advise the Member County with regard to the Authority's position relative thereto within thirty (30) days following written notification by the Member County of such dispute.

Section 209. Sources of Member County's Payments.

The obligations of the Member County to make the payments to the Authority under this Agreement shall constitute general obligations of the Member County for the payment of which the full faith and credit of the Member County shall be and the same hereby is pledged to provide the funds required to fulfill all obligations arising under this Agreement. The Member County will annually in each and every fiscal year during the term of this Agreement include in its general revenue or appropriation measure, whether or not any other items are included, sums sufficient to satisfy the payments required to be made in each year by this Agreement until all payments required under this Agreement have been paid in full. Nothing shall prohibit, however, a Member County from making such payments or provisions for such payments from the revenues of the water system of the Member County or from other funds thereof, including the resale of water to other counties, municipalities and public authorities. In the event for any reason any such provision or appropriation is not made for a fiscal year of a Member County, then the Member County shall appropriate on the accounts of the

Member County in each fiscal year the amounts required to pay the obligations called for under this Agreement. The amount of the appropriation in such fiscal year to meet the obligations of this Agreement shall be due and payable and shall be expended for the purpose of paying and meeting the obligations provided under the terms and conditions of this Agreement, and such appropriation shall have the same legal status as if the Member County had included the amount of the appropriation in its general revenue or appropriation measure.

Section 210. Short Term Interbasin Transfers and Sales of Water and Resales of Water Outside the Geographical Boundaries of the Member Counties.

(a) The Authority will provide in its operating rules and regulations promulgated under the Act, for strict limitations on interbasin transfers consistent with and subject to all state and federal laws and rules and regulations and the provisions of the Act.

(b) Subject to the provisions of this Section and the Act, the Authority will permit certain "short term" interbasin transfers of (raw or treated) water and "short term" resales of (raw or treated) water outside the geographical boundaries of the Member Counties. A short term interbasin transfer of water and a short term resale of water outside the geographical boundaries of the Member Counties is defined as any interbasin transfer of water or any resale of water outside the geographical boundaries of the Member Counties by a Member County of all or any portion of the output and services represented by such Member County's Entitlement Share to any person

or entity for a time period not to exceed ten (10) years; provided however that any agreement relating to such permitted transfer or resale of water by a Member County for a stated term of ten (10) years or less shall in such agreement provide that the term of the agreement will automatically be reduced as necessary to prevent a conclusion under any applicable law or the rules and regulations of the State of Georgia that such transfer of water for such term constitutes a sale of such Member County's Entitlement Share. Prior to any such sale, the Authority will have the right to obtain adequate assurances that no person or entity will acquire vested rights to any Member County's Entitlement Share under any applicable law.

(c) Except as to a Sale of a Member County's Entitlement Share of the Project under Section 211, under no circumstances shall there be any short term interbasin transfer of water or any short term resale of water outside the geographical boundaries of the four Member Counties for any term (original term plus any renewal term) longer than ten (10) years. It is the intention of the Authority and the Member Counties that the Member Counties shall have an opportunity on at least a ten (10) year basis to have a right to first refusal to any other Member County's excess raw or treated water.

(d) As required under the Act, any short term proposed interbasin transfer of water resources except in the event of a bona fide water emergency or any short term resale of water outside of the geographical boundaries of the Member Counties shall be

offered to all Member Counties in proportion to their Entitlement Shares to the water (raw water and/or treated water) pursuant to the provisions of the Act, this Agreement and, if applicable, the Water Treatment and Transmission Agreement entered into between the Authority and Oconee, Barrow, and Jackson Counties ("Water Treatment and Transmission Agreement"). Upon such an offer, the Member Counties shall have ninety (90) days to consider said offer and if accepted, an additional ninety (90) days to commence the acquisition of the water before it may be transferred outside the basin. Member Counties shall have the right to waive their right to first refusal. In that event, the remaining Member Counties shall be offered such Member County's respective pro rata share in proportion to their Entitlement Shares.

(e) Each Member County expressly agrees that any offer of water if made by Jackson County, Oconee County, or Barrow County may include in the offer, at the option of such Member County, the uniform rate established by the Authority for such Member County's "treated" water under this Section and the applicable provisions of the Water Treatment and Transmission Agreement .

(f) The short term sale of water from one Member County to another shall be offered at the uniform rate established for the sale of water to Member Counties by the Authority as required by the Act. The Authority has established the uniform rate for this Project applicable to short term sales of water between Member Counties as the uniform rate the Member Counties negotiate with one

another; provided however, that such negotiated uniform rate shall be the same rate for all Member Counties.

(g) Interbasin transfers in a bona fide water emergency shall be allowed provided they are limited to sixty (60) days in any calendar year and are approved by the Member Counties.

(h) If all or any portion of a Member County's Entitlement Share of output and services of the Project is sold on a short term basis pursuant to this Section, that Member County's Entitlement Share shall not be reduced, and the Member County shall remain liable to the Authority to pay the full amount of its Billing Statement as if such short term sale had not been made.

Section 211. Sale of a Member County's Entitlement Share of the Project.

(a) The Authority will provide in its operating rules and regulations promulgated under the Act, for strict limitations on interbasin transfers consistent with and subject to all state and federal laws and rules and regulations and the provisions of the Act.

(b) In the event any Member County proposes to offer for sale all or any part of such Member County's Entitlement Share of the Project, before such Member County shall make an interbasin transfer or sell or transmit the water (raw and/or treated) resources of the Authority outside of the geographical boundaries of the four Member Counties, it must first offer it to all Member Counties at a uniform rate established by the Authority in proportion to their Entitlement Shares to the water ("raw and/or treated") pursuant to this Agreement and the Act. Upon such an

offer, each Member County shall have ninety (90) days to consider said offer and if accepted, an additional ninety (90) days to commence the acquisition of the water. Member Counties shall have the right to waive their right of first refusal.

(c) Each Member County expressly agrees that such offer of Entitlement Share of the water, if made by Jackson County, Oconee County, or Barrow County, may include in the offer, at the option of such Member County, the Member County's Entitlement Share of the Project under the Water Treatment and Transmission Agreement. In that event, the valuations of the Member County's Entitlement Share of the output and services of each Project shall be determined under the provisions of the Agreement relating to each Project; provided however, the valuations required to be made in any arbitration proceeding under this Section and Section 211 of the Water Treatment and Transmission Agreement may be made in the same arbitration proceeding, if agreed to by all the Member Counties participating in the arbitration.

(d) As required under the Act, the sale of Entitlement Share from one Member County to another shall be at the "uniform rate" established for the sale of water to Member Counties by the Authority. The ninety (90) day offer period required under the provisions of the Act shall commence at the time the uniform rate is established by the Authority pursuant to the procedures set forth in this Section. The uniform rate established by the Authority for the sale of a Member County's Entitlement Share for

the remainder of the term of this Agreement under Section 211 of this Agreement and the Act shall be determined as follows:

(1) The uniform rate which will be offered to all Member Counties in proportion to their respective Entitlement Shares shall be the higher of the two rates determined by the Authority utilizing the following two valuation methods:

(A) The rate determined to be "fair value, but not necessarily fair market value" for the Member County's Entitlement Share of the output and services of the Project through arbitration conducted pursuant to this Section; or

(B) The rate determined to be the Member County's investment in the Project computed by totaling the actual Costs of the Project, as defined in Section 102 (i), paid or incurred by the Member County for the Project plus an additional amount for each year based on the Consumer Price Index for each year published by the U.S. Department of Labor, Bureau of Labor Statistics.

(2) The arbitration shall be administered by the Authority. The Member County offering to sell its Entitlement Share of the Project shall have the right to select one (1) arbitrator and the three remaining Member Counties shall have the right to select one (1) arbitrator to represent them and the two (2) arbitrators selected by the parties shall select one (1) arbitrator. The vote of two of the three arbitrators selected shall control and their decision on the "fair value, but not necessarily fair market value" of the Member County's Entitlement Share shall be final for the purpose of this Section only. In the event that the two (2)

arbitrators chosen by the Member Counties cannot agree on a third, then such third arbitrator shall be appointed by the Chief Judges of the Judicial Circuits of the four Member Counties upon application by the Authority.

(3) The highest rate established by the valuation methods set forth in subsection (d)(1)(A) and (B) of this Section shall establish the uniform rate which shall be offered to the Member Counties in the manner set forth in this Section. In the event any Member County does not accept the offer within ninety (90) days, the selling Member County may offer its Entitlement Share of the Project to any other non-member person or entity as permitted under the Act and applicable law; provided however, that in the event such Member County receives an offer from any other non-member person or entity, the selling Member County shall be required to give the remaining Member Counties thirty (30) days to match the offer it received from the non-member person or entity, and if such offer is accepted by any of the remaining Member Counties, an additional ninety (90) days to commence the acquisition of their proportionate share of such Member County's Entitlement Share of this Project.

(e) If all or any portion of a Member County's Entitlement Share of output and services of the Project is sold pursuant to this Section the Member County shall remain liable to the Authority to pay the full amount of its Billing Statement as if such sale had not been made.

Section 212. Payments to Site Member Counties.

(a) The Authority shall make an annual payment on or before November 15 of each year to any site county within which is constructed a reservoir or any facility or improvement for which a real estate interest in property is acquired, by condemnation or purchase, by the Authority pursuant to Section 14 of the Act. The amount of this payment shall be at least a payment not less than the payment amount provided for under Section 14 of the Act. The Authority agrees to make an annual payment to each site county in lieu of ad valorem taxes for the value of its real estate interest in property acquired by the Authority based upon the following calculation:

(1) For all tax years subsequent to the initial tax year commencing January 1, 1996, each site county shall receive payment in lieu of ad valorem taxes in accordance with the following calculation: the final assessed values for land and improvements for all property in which the Authority has acquired a real estate interest will be added together to form the "base assessment rate" for the Authority property under this Section. The aggregate total of final assessed land values (shall not include improvements) for the neighborhood assessment district in each site county, as established for the purpose of this Section, will be used to establish the "neighborhood assessment district rate" in the initial year and each subsequent year. From and after January 1, 1996, a ratio shall be established between the base assessment rate for the property in which the Authority has acquired a real estate

interest in the site county and the site county neighborhood assessment district rate for a particular year. The base assessment rate for the Authority property shall be adjusted each year upward or downward in consonance with the final adjustment that occurs in the neighborhood assessment district. The Authority's property base assessment rate as adjusted from year to year shall then be multiplied by the millage rate as finally established for state, county, municipal and school district purposes by the site county. The product produced by this calculation shall constitute the amount the Authority shall pay to the site county in lieu of ad valorem taxes due from the Authority each year to the site county.

(2) The neighborhood assessment district for Jackson County contains all parcels of land which are located on January 1, 1996 on Jackson County tax maps 44, 45, 58, and 59, attached hereto and incorporated herein by reference as Exhibit "B", except for the base assessment property in which the Authority has acquired a real estate interest. It is the intention of the parties that in the event the tax maps are revised in the future the parcels of land which are currently located on the above-referenced tax maps and are designated as a part of the neighborhood assessment district shall continue to represent the neighborhood assessment district during the full term of this Agreement.

(3) In the event that the Authority acquires a real estate interest in property in any other Member County, the Authority and the site county shall at that time establish a base assessment rate

for the property and a neighborhood assessment district for the purposes of determining the annual payment to such site county in lieu of ad valorem taxes for such property acquired by the Authority.

(b) As provided for under the Act, the Authority shall provide in its Annual Project Budget each year such additional payments to site counties to reimburse the site county for the reasonable direct costs associated with the site county providing services to the Authority relating to the implementation and enforcement of all Authority approved watershed protection programs and ordinances and other laws required by the 404 Permit relating to the Project or such other additional costs as it deems appropriate.

(c) In order to assist the Authority in its obligation to prepare an Annual Project Budget each year on a timely basis, each site county shall prepare and submit to the Authority by June of each year a projection of the value of such property as determined by the valuation procedure established in the Act and this Section. Each site county shall submit to the Authority the ad valorem tax value of such property for the current tax year once the site county adopts its millage rate for that current tax year and the Authority may adopt an amended Annual Project Budget for and applicable to such Year for the remainder of such Year. Each site county may also submit to the Authority by June of each year such other additional costs for services or other costs which the Authority has agreed or may agree to pay for the current Water

Supply Year, subject to the right of the Authority to determine to its satisfaction that the services are necessary, the costs for the services are reasonable, and the costs for the services have been substantiated by the site county to the satisfaction of the Authority.

Section 213. Cash Contribution.

Athens-Clarke County agrees to pay to the Authority in cash Athens-Clarke County's Entitlement Share of the Cost of Acquisition and Construction of the Project. The initial cash payment shall be made prior to the issuance of the Bonds in an amount equal to the estimated Cost of Acquisition and Construction at the time of the delivery of the Bonds after taking into account interest earnings expected to be earned on said monies. The initial cash payment may be cash or an irrevocable letter of credit in the form approved by the Authority. The cash contribution shall be maintained in a separate account from the bond proceeds in the manner set forth in the Bond Resolution.

ARTICLE III

WATER FROM THE PROJECT

Section 301. Ownership of Project.

The Authority will issue the Bonds in one or more series from time to time under the Bond Resolution to finance the Project and shall own the Project. The Authority will cause to be delivered or make available for delivery to the Member Counties during each month of each Water Supply Year its Entitlement Share of the output

and services of each facility of the Project during the term of this Agreement.

Section 302. Costs of the Project.

(a) The Project will, for purposes of accounting for the Authority's costs and charges to the Member Counties, be separated into: (i) costs of Acquisition and Construction of the Project, and (ii) Annual Project Costs.

(b) The Authority's costs of providing to each of the Member Counties their Entitlement Share of the Project will be accounted for as described in Section 305, hereof.

Section 303. Operation and Maintenance.

The Authority covenants and agrees that it will operate, maintain and manage the Project or cause the same to be operated, maintained and managed in an efficient and economical manner. Pursuant to the provisions of the Act, the Authority shall prescribe rules and regulation for operation of the Project including the basis on which water transmission shall be furnished to the Member Counties.

Section 304. Insurance.

The Authority shall maintain or cause to be maintained, in force for the benefit of the parties hereto, as their interest shall appear, as Costs of Acquisition and Construction or Annual Project Costs, such insurance with respect to the Project as shall be available and as is usually carried by similar authorities constructing and operating water supply facilities.

Section 305. Charges and Billings for the Project.

(a) The Authority will establish fair and nondiscriminatory charges for all output and services provided by the Authority to the Member Counties relating to each facility of the Project designed to recover all of the Authority's costs allocable to such facility commencing with the Commercial Operation Date of such facility or the date to which interest has been capitalized on Bonds allocable to such facility, whichever is the earlier, as set forth in the Annual Project Budget, or the amended Annual Project Budget adopted by the Authority pursuant to Section 202, hereof, and such costs shall include Annual Project Costs.

(b) The Annual Project Costs allocable to the facilities of the Project shall include at least the following items of cost and expense:

(1) "Annual Project Fixed Charges for Bond Debt Service," which means:

(A) the amount which the Authority is required under the Bond Resolution to pay or deposit into any fund or account established by the Bond Resolution for the payment of Debt Service and any reserve requirements for Bonds;

(B) the amount [not otherwise included under any item of this Section 305(b)] allocable to the Project which the Authority is required under the Bond Resolution to pay or deposit during such Water Supply Year into any other fund or account established by the Bond Resolution, and shall include, without limitation, any such amounts required to make up any deficiency in

any reserve fund or working fund required or permitted by the Bond Resolution resulting from a default in payments by any Member County or Member Counties of amounts due under this Agreement with the Authority; and, amounts which must be realized by the Authority for coverage of Debt Service as may be required by the Bond Resolution.

(2) "Annual Fixed Charges for other than Bond Debt Service," which means amounts which the Authority deems necessary to pay or deposit into a reserve for renewals and replacements.

(3) "Other Annual Project Costs," which means:

(A) all costs of producing and delivering water from the Project and providing each Member County its Entitlement Share which shall be separated into the following categories:

(i) "fixed operating and maintenance costs for the Project" including ordinary operation and maintenance costs for the operation and maintenance of the Project, and provisions for reserves therefor, that are relatively fixed during the year and do not change appreciably when the volume of water production or pumping changes. These costs can be billed to each Member County according to their Entitlement Share. The fixed operation and maintenance costs include but are not limited to: dam maintenance and inspections, reservoir and watershed maintenance, other maintenance for water quality purposes, operation and maintenance of pumping system structures, equipment and pipelines associated with the reservoir, salary and expenses for a reservoir/recreation area manager and staff, wetland mitigation management,

environmental monitoring, utilities not related to pumping systems, and any other fixed charges payable by the Authority in connection with the output and service of the Project that should not be significantly affected by changes in water consumption;

(ii) "Variable operation and maintenance costs for the Project" which include those operation and maintenance costs that vary directly with the volume of water production or pumping. These costs shall be billed to each Member County on a unit cost basis (per thousand gallons purchased). The unit cost billing rate will be determined at the beginning of each budget period.

(iii) "administrative and general management costs of the Authority", including but not limited to, all operation and maintenance costs related to the operating and conducting of the business of the Authority, including, insurance, salaries and expenses for executive director and administrative staff, fees for legal, engineering, accounting, and other services and all other expenses properly related to the conduct of the affairs of the Authority and such other general administrative overhead. These costs shall be billed to Member Counties according to their Entitlement Shares; and

(iv) Athens-Clarke County agrees to pay the actual costs of the pumping equipment and raw water pumping structure that are used for the sole purpose of pumping raw water to its water treatment facility located in Athens-Clarke County. Athens-Clarke County will not be required to pay any portion of the costs of pumping equipment and raw water pumping structure that are not used by

Athens-Clarke County in any way to pump raw water to its water treatment facility. If a common raw water pumping station structure is used by all four Member Counties, then all four Member Counties shall pay for such raw water pumping station structure in accordance with their respective Entitlement Shares. However, in that event, the actual cost of the pumping and other mechanical equipment installed in such common structure will be paid for by each Member County in accordance with the actual intended use of the equipment. Athens-Clarke County agrees to pay any costs associated with the pumping equipment and structures to the Authority in accordance with the provisions of Section 213.

(B) amounts required of the Authority by the provisions of the Bond Resolution to pay the cost of or to provide reserves for: (i) extraordinary operating and maintenance costs, and the prevention or correction of any unusual loss or damage to keep the Project in good operating condition or to prevent a loss of revenue or output therefrom; (ii) any major renewals, replacements, repairs, additions, betterments and improvements necessary to keep the Project in good operating condition or to prevent a loss of revenues or output therefrom; and (iii) any major additions, improvements, repairs or modifications to the Project required by any state or federal agency having jurisdiction over the Project or any facility thereof to the extent that the Authority is not reimbursed therefor from the proceeds of insurance or funds for such payment are not available to the Authority therefor from any funds or accounts established under the Bond

Resolution, or funds for such payment are not provided or to be provided by the issuance of Additional Bonds pursuant to Article IV of this Agreement.

(c) The Authority shall bill each Member County each month during each Water Supply Year by providing each Member County with a Billing Statement for such month in accordance with the charges established pursuant to the provisions of this Section 305. Such Billing Statement shall set forth, among other things, the sum to be paid for such month by each Member County for its Entitlement Share of the output and services of the Project, and such sum shall equal the Member County's Entitlement Share of that amount of Annual Project Costs, as estimated in the then current Annual Project Budget, which the Authority is required pursuant to the Bond Resolution to accrue, pay or set aside during each month; provided, however for that portion of the Annual Project Costs consisting of Annual Project Fixed Charges for Bond Debt Service only, subject to Section 504 hereof, the Entitlement Share of the Member Counties are as follows:

<u>MEMBER COUNTY</u>	<u>ENTITLEMENT SHARE</u> %
ATHENS-CLARKE	0%
BARROW	34%
JACKSON	45%
OCONEE	21%

*Replaced by
1st Amendment*

Such monthly Billing Statement shall include any credit due a Member County or deficiencies owed by a Member County and such

Billing Statement shall be paid by the Member County on or before the tenth day from the date of such bill. Amounts due and not paid by the Member County on or before said day shall bear an additional charge of one (1) percent per month until the amount due is paid in full. For budgeted costs included under the Fixed Operation and Maintenance Costs and administrative and general management costs, each Member County shall be billed a fixed monthly amount calculated by multiplying the total budgeted amount by the Member County's Entitlement Share of the Project. If, at the end of the Water Supply Year, the actual expenditures are less than the budgeted amount, each of the Member Counties shall receive a credit equal to the total surplus multiplied by each Member County's Entitlement Share. If, at the end of the Water Supply Year, the actual expenditures are greater than the budgeted amount, each of the Member Counties shall be assessed an amount equal to the total deficit multiplied by each Member County's Entitlement Share. For budgeted costs included under the Variable Operation and Maintenance Costs, the Authority shall develop a billing rate for water consumption designed to recover these costs. Each Member County will be billed monthly for actual water consumption at the established billing rate. If, at the end of the Water Supply Year, the actual expenditures are less than the amount billed, each Member County shall receive a credit equal to the total surplus multiplied by each Member County's proportion of the total water consumption. If, at the end of the Water Supply Year, the actual expenditures are greater than the amount billed, each Member County

shall be assessed an amount equal to the total deficit multiplied by each Member County's proportion of total water consumption. At the end of each Water Supply Year, adjustments of billing shall be made in accordance with Section 207, hereof.

(d) At such times as the Authority issues Additional Bonds in accordance with the provisions of Article IV, hereof, the Authority will increase such elements of Annual Project Costs as are necessary and each Member County shall pay its Entitlement Share of such increased charges pursuant to the provisions of Section 306, hereof.

Section 306. Project Entitlement and Payment Obligations.

(a) Each Member County shall be entitled to receive its Entitlement Share of the output and services of the Project and all services provided by the Authority in accordance with the provisions of Section 305, hereof, as may be available during the term of this Agreement. Each Member County shall be allowed to withdraw its Entitlement Share of the EPD approved Established Yield of the water supply for the Project on the following basis:

(1) The maximum quantity that may be withdrawn by any Member County on an average annual basis shall be limited to a quantity equal to the EPD approved Established Yield of the Project multiplied by the Member County's Entitlement Share of the Project. Established Yield means the maximum rate of withdrawal which can be sustained during critical dry periods as established by a mathematical simulation of the reservoir operation as it would have occurred during the worst historic drought for which applicable.

streamflow records are available.. For example, if the EPD approved Established Yield is 52 million gallons per day (MGD) and the Member County's Entitlement Share is 44%, the Maximum Allowable Average Annual Withdrawal for that Member County would be:

$$\begin{aligned} \text{Maximum Allowable Average Annual Withdrawal} &= 52 \text{ MGD} \times \\ 0.44 &= 22.88 \text{ MGD}; \text{ and} \end{aligned}$$

(2) The maximum quantity that may be withdrawn by any Member County during any calendar month shall be limited to the Maximum Allowable Average Annual Withdrawal multiplied by an allowable monthly peaking factor of 1.1. For example, if the Member County's Maximum Allowable Average Annual Withdrawal is 22.88 MGD, the Maximum Allowable Monthly Average Withdrawal would be:

$$\begin{aligned} \text{Maximum Allowable Monthly Average Withdrawal} &= 22.88 \text{ MGD} \\ \times 1.1 &= 25.17 \text{ MGD}; \text{ and} \end{aligned}$$

(3) The maximum quantity that may be withdrawn by any Member County during any day shall be limited to the Maximum Allowable Average Annual Withdrawal multiplied by an allowable daily peaking factor of 1.5. For example, if the Member County's Maximum Allowable Average Annual Withdrawal is 22.88 MGD, the Maximum Allowable Daily Average Withdrawal would be:

$$\begin{aligned} \text{Maximum Allowable Daily Withdrawal} &= 22.88 \text{ MGD} \times 1.5 = \\ 34.32 \text{ MGD}. \end{aligned}$$

(4) An example of the computation of the above formulas applicable to each Member County is attached hereto as Exhibit "A".

(b) Each Member County shall pay its Entitlement Share of Annual Project Costs set forth in the monthly Billing Statements

submitted by the Authority to each Member County in accordance with the provisions of Section 305, hereof, whether or not the Project or any part thereof has been completed, is operating or operable or its output is suspended, interrupted, interfered with, reduced or curtailed or terminated in whole or in part, and such payments shall not be subject to reduction whether by offset or otherwise and shall not be conditional upon the performance or nonperformance by any party of any agreement for any cause whatever.

(c) The Authority and Member Counties agree that on the last day of the fifty-year term of this Agreement, the right to the percentage Entitlement Share of the Project that each Member County has on the last day of the fifty-year term of the Agreement shall be fully vested in each of the Member Counties; provided, however, that each Member County's right to be vested with its percentage Entitlement Share is expressly contingent upon the requirement that each Member County is not in default under the Agreement and is a member of the Authority at that time.

Section 307. Pledge of Payments.

All payments required to be made by each Member County pursuant to the provisions of this Article III, and all other payments attributable to the Project or to the Annual Project Costs to be made in accordance with or pursuant to any other provision of this Agreement, shall be pledged to secure the payment of the Authority's Bonds.

Section 308. Payment as Operating Expense of the Member County.

So long as a Member County shall have the right to receive its Entitlement Share from the Project, and the Member County's Entitlement Share of Annual Project Costs is payable, in whole or in part, from the Member County's water system, such costs shall be paid by the Member County as a cost of purchased water for the Member County's water system and as an expense of operation and maintenance thereof.

ARTICLE IV

ADDITIONAL BONDS

Section 401. Issuance of Additional Bonds.

(a) Additional bonds may be sold and issued by the Authority in accordance with the provisions of the Bond Resolution at any time and from time to time in the event, for any reason, the proceeds derived from the sale of the initial series of Bonds and from the cash contributions paid to the Authority under Section 213 shall be insufficient for the purpose of completing the Project.

(b) Additional bonds may be sold and issued by the Authority in accordance with the provisions of the Bond Resolution at any time and from time to time in the event funds are required to pay the costs of: (i) any major renewals, replacements, repairs, additions, betterments, or improvements, to the Project necessary, to keep the Project in good operating condition or to prevent a loss of revenues therefrom; and (ii) any major additions, improvements, repairs, or modifications to the Project required by

any state or federal agency having jurisdiction over the Project or any facility thereof.

(c) Any such additional Bonds shall be secured by assignment of the payments to be made by the Member Counties pursuant to the provisions of Article III of this Agreement, and all other payments attributable to the Project or to the Annual Project Costs to be made in accordance with or pursuant to any other provision of this Agreement, as such payments may be increased and extended by reason of the issuance of such additional Bonds, and such additional Bonds may be issued in amounts sufficient to pay the full amount of such costs and sufficient to provide such reserves as may be reasonably determined by the Authority to be desirable. Any such additional Bonds issued in accordance with the provisions of this Section 401 and secured by assignment of payments to be made in accordance with the provisions of this Section, may rank pari passu as to the security afforded by the provisions of this Agreement between the Authority and the Member Counties relating to the Project and to the issuance of Bonds therefor with all bonds theretofore issued pursuant to and secured in accordance with the provisions of this Agreement.

Section 402. Issuance of Refunding Bonds.

In the event the Annual Project Costs to the Member Counties for the Project may be reduced by the refunding of any of the Bonds then outstanding or in the event it shall otherwise be advantageous, in the opinion of the Authority, to refund any Bonds, the Authority may issue and sell refunding Bonds to be secured by

assignment of the payments to be made by the Member Counties pursuant to the provisions of Article III of this Agreement and the Act, and all other payments attributable to the Project or to the Annual Project Costs to be made in accordance with or pursuant to any other provisions of this Agreement, any such Refunding Bonds issued in accordance with the provision of this Section and secured by assignment of such payments may rank pari passu as to the security afforded by the provisions of this Agreement between the Authority and the Member Counties relating to the Project and to the issuance of Bonds therefor with all bonds theretofore issued pursuant to and secured in accordance with the provisions of this Agreement.

Section 403. Adjustment of Annual Project Costs.

In the event the proceeds derived from the sale of any Bonds issued pursuant to the provisions of this Agreement, the payment of which is secured by assignment of payments made pursuant to the provisions of this Agreement between the Authority and the Member Counties relating to the Project and to the issuance of Bonds therefore, exceed the aggregate amount required for the purposes for which such Bonds were issued, the amount of such excess shall be used to make up any deficiency then existing in any fund or account under the Bond Resolution in the manner therein provided, and any balance shall be used to retire, by purchase or call and redemption, Bonds in advance of maturity, and in such event the Authority will reduce such elements of Annual Project Costs as are necessary and appropriate to reflect such accelerated retirement.

ARTICLE V

DEFAULT

Section 501. Event of Default.

Failure of any Member County to make to the Authority any of the payments for which provision is made in this Agreement shall constitute a default on the part of such Member County.

Section 502. Continuing Obligation, Right to Discontinue Service.

Notwithstanding any provision of this Agreement to the contrary, in the event of any such default, the Member County shall not be relieved of its liability for payment of the amounts in default, and the Authority shall have the right to recover from the Member County any amount in default. In enforcement of any such right of recovery, the Authority may bring any suit, action, or proceeding in law or in equity, including mandamus and action for specific performance as may be necessary or appropriate to enforce any covenant, agreement or obligation to make any payment for which provision is made in this Agreement against the Member County, and the Authority may, upon sixty (60) days written notice to the Member County, cease and discontinue providing all or any portion of the Member County's Entitlement Share of the water supply.

Section 503. Levy of Tax for Payment.

In the event of such default by any Member County, the Member County shall provide for the assessment and collection of an annual tax sufficient in amount to provide funds annually to make all payments due under the provisions of this Agreement in each year over the remainder of the life of this Agreement and the Authority

shall have the right to bring any suit, action, or proceeding in law or in equity, including mandamus and action for specific performance, to enforce the assessment and collection of a continuing direct annual tax upon all the taxable property within the boundaries of such Member County sufficient in amount to provide such funds annually in each year of the remainder of the life of this Agreement.

Section 504. Transfer of Water Pursuant to Default.

In the event of a default by a Member County, the Authority shall transfer, on a pro rata basis to all other Member Counties which are not in default, the defaulting Member County's Entitlement Share of the output and services of the Project which shall have been discontinued by reason of such default, and the pro rata portion of such Entitlement Share of the defaulting Member County so transferred shall become a part of and shall be added to the Entitlement Share of each such transferee Member County, and the transferee Member County shall be obligated to pay for its Entitlement Share, increased as aforesaid, as if the Entitlement Share of the transferee Member County, increased as aforesaid, had been stated originally as the Entitlement Share of the transferee Member County in this Agreement with the Authority.

Section 505. Other Default by Member Counties.

In the event of a failure of any Member County to pay all amounts due to the Authority under the Agreement or in the event of a default by the Member County under any other covenant, agreement or obligation of this Agreement, subject to the Arbitration

permitted in Section 508 hereof, the Authority may bring any suit, action, or proceeding in law or in equity, including mandamus, injunction and action for specific performance, as may be necessary or appropriate to enforce any covenant, agreement or obligation of this Agreement against the Member County.

Section 506. Default by Authority.

In the event of any default by the Authority under any covenant, agreement or obligation of this Agreement, subject to the Arbitration permitted in Section 508 hereof, each Member County may bring any suit, action or proceeding in law or in equity, including mandamus, injunction, and action for specific performance as may be necessary or appropriate to enforce any covenant, agreement, or obligation of this Agreement against the Authority. Default by the Authority shall not release any Member County of its liability for payment of amounts specified in Section 305(b)(1) hereof.

Section 507. Abandonment of Remedy.

In case any proceeding taken on account of any default shall have been discontinued or abandoned for any reason, the parties to such proceedings shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers, and duties of the Authority and the Member County shall continue as though no such proceedings had been taken.

Section 508. Arbitration.

If any disagreement shall arise with reference to any of the terms or conditions of this Agreement, or with reference to any matter connected with this Agreement, except as to the payments

required to be made pursuant to the provisions of paragraph 306(b) hereof and the Authority's rights and remedies in law or equity in the event of a Member County's default under this Article, the obligation for which shall be absolute and unconditional as to each Member County, such a disagreement or dispute may be immediately submitted to non-binding arbitration if all parties consent to arbitration. The Member County involved in the dispute with the Authority shall select one (1) arbitrator and the Authority shall select one (1) arbitrator and the two (2) arbitrators selected shall select a third arbitrator; provided that if the two arbitrators first chosen cannot agree on a third, such third arbitrator shall be appointed by the Chief Judges of the Judicial Circuits of the three Member Counties upon application by the parties hereto. In the event that more than one Member County is involved in a dispute with the Authority relating to the same issues, such Member Counties shall have the right to join in the same arbitration proceeding with the Authority but in such event shall join together to select only one (1) arbitrator. The vote of two of the three arbitrators selected shall control. The arbitration shall be non-binding unless all parties to the arbitration agree that it will be binding.

ARTICLE VI

MISCELLANEOUS GENERAL PROVISIONS

Section 601. Character and Continuity of Service.

(a) The Authority may temporarily interrupt or reduce deliveries of water to the Member Counties if the Authority determines that such interruption or reduction is necessary in case of emergencies or in order to install equipment in or make repairs to or replacements, investigations, and inspections or to perform other maintenance work on the Project. After informing the Member County regarding any such planned interruption or reduction, giving the reason therefor, and stating the probable duration thereof, the Authority will to the best of its ability schedule such interruption or reduction at a time which will cause the least interference with the operations of the Member Counties.

(b) The Authority shall not be required to provide, or be liable for failure to provide, service under this Agreement when such failure or the cessation or curtailment of or interference with the service is caused by Uncontrollable Forces or by the inability of the Authority to obtain any required governmental approvals to enable the Authority to acquire or construct the Project.

Section 602. Metering.

(a) The Authority reserves the right to provide for installation of meters and will provide or cause to be provided all necessary metering equipment for determining the quantity and conditions of the supply of water delivered by the Authority under

this Agreement; provided, however, that each Member County may at its own cost install additional metering equipment to provide a check on that of the Authority.

(b) If any meter used for billing fails to register or is found to be inaccurate, the Authority shall repair or replace such meter or cause it to be repaired or replaced, and an appropriate billing or accounting of output shall be made to the Member County by the Authority based upon the best information available for the period, not exceeding sixty (60) days; during which no metering occurred. Any meter tested and found to be not more than two (2%) percent above or below normal shall be considered accurate insofar as correction of billings is concerned. If, as a result of any test, a meter is found to register in excess of two (2%) percent above or below normal, then the reading of such meter previously taken for billing or accounting of output purposes shall be corrected for the period during which it is established the meter was inaccurate, but no correction shall be made for any period beyond sixty (60) days prior to the date on which an inaccuracy is discovered by such test.

(c) In addition to such tests as are deemed necessary by the Authority, the Authority shall have any meter tested at any time upon written request of any of the Member Counties and, if such meter proves accurate within two (2%) percent above or below normal, the expense of such test shall be borne by any of the Member Counties requesting the test.

(d) The Authority shall notify the Member Counties in advance of the time of any meter test so that a representative of each of the Member Counties may be present.

Section 603. Liability of Parties.

The Authority and the Member Counties shall assume full responsibility and liability for the maintenance and operation of their respective properties and each shall indemnify and save harmless the other from all liability and expense on account of any and all damages, claims, or actions, including injury to or death of persons arising from any act or accident in connection with the installation, presence, maintenance and operation of the property and equipment of the indemnifying party and not caused in whole or in part by the negligence of the other party; provided that any liability which is incurred by the Authority through the operation and maintenance of the Project and not covered, or not covered sufficiently, by insurance shall be paid solely from the revenues of the Authority, and any payments made by the Authority to satisfy such liability shall become part of the Annual Project Budget.

Section 604. Other Terms and Conditions.

Service hereunder shall be in accordance with such other terms and conditions as are established as part of the Authority's service rules and regulations adopted pursuant to the Act, which shall not be inconsistent with the provisions of the Act.

Section 605. Assignment of Agreement.

(a) This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties

to this Agreement; provided, however, that except as provided in the event of a default, and, except for the assignment by the Authority authorized hereby, neither this Agreement nor any interest herein shall be transferred or assigned by any party hereto except with the consent in writing of all other parties hereto, provided, however, that such consent shall not be withheld unreasonably. No assignment or transfer of this Agreement shall relieve the parties of any obligation hereunder.

(b) The Member Counties acknowledge and agree that the Authority may assign and pledge to the Trustee designated in the Bond Resolution all its right, title, and interest in and to all payments to be made to the Authority under the provisions of Article III of this Agreement and all payments attributable to the Project or to the Annual Project Costs to be made in accordance with or pursuant to any other provision of this Agreement as security for the payment of the principal (including sinking fund installments) of, and premium, if any, and interest on all the Bonds, and, upon the execution of such assignment and pledge, such Trustee shall have all rights and remedies herein provided to the Authority, and any reference herein to the Authority shall be deemed, with the necessary changes in detail, to include such Trustee which shall be a third party beneficiary of the covenants and agreements of the Member Counties herein contained.

Section 606. Termination or Amendment of Agreement.

(a) This Agreement shall not be terminated by any party under any circumstances, whether based upon the default of any of the

other parties under this Agreement or any other instrument or otherwise except as specifically provided in this Agreement.

(b) This Agreement shall not be amended, modified, or otherwise altered in any manner that will adversely affect the security for the Bonds afforded by the provisions of this Agreement covering the purchase and sale of water hereunder upon which the owners from time to time of the Bonds shall have relied as an inducement to purchase and hold the Bonds. So long as any of the Bonds are outstanding or until adequate provisions for the payment thereof have been made in accordance with the provisions of the Bond Resolution, this Agreement shall not be amended, modified, or otherwise altered in any manner which will reduce the payments pledged as security for the Bonds or extend the time of such payments provided herein or which will in any manner impair or adversely affect the rights of the owners from time to time of the Bonds.

ARTICLE VII

FUTURE PROJECTS UNDERTAKEN BY THE AUTHORITY

Section 701. Future Projects.

The Authority may from time to time conduct studies and negotiations with respect to planning, designing, financing, construction, administering, operating, and maintaining or otherwise acquiring future facilities or rights to the output thereof in addition to those contemplated for the Project, and may make recommendations to the Member Counties that such future

facilities be undertaken by the Authority. If the Member Counties wish to participate in and the Authority wishes to undertake any such future facilities, such Member Counties shall execute a Agreement therefor with the Authority.

Section 702. Allocation of Costs.

Until the Authority shall undertake a future project, all general administrative operating and maintenance costs related to the operating and conducting of the business of the Authority shall be treated as Annual Project Costs of the Project and, upon the undertaking by the Authority of a future project, the Authority shall allocate an appropriate share of its general administrative and general expense to such future project. The percentage of the general administrative expenses allocated to each Project shall be determined by the Authority.

ARTICLE VIII

SEVERABILITY

In case any one or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid by a court of competent jurisdiction, it is the intention of each of the parties hereto that such illegality or invalidity shall not affect any other provision hereof, but this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein, and this Agreement shall be construed to adopt, but not to enlarge upon, all the applicable provisions of the Constitution and general laws of Georgia, and, if any provisions

hereof conflict with any applicable provision of said Constitution or laws, the latter as adopted by the legislature and as interpreted by the courts of this state shall prevail in lieu of any provision hereof in conflict or not in harmony therewith.

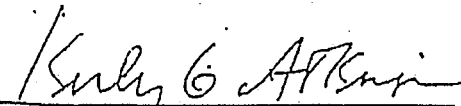
IN WITNESS WHEREOF, the Upper Oconee Basin Water Authority of Georgia had caused this Agreement to be executed by its duly authorized officers and, by the execution hereof it is acknowledged that payments made under this Agreement may be assigned, as provided in Section 605(b), hereof, by the Authority to the Trustee to be designated in any Supplemental Bond Resolution as security for the payment of all Bonds of the Authority, as set forth in said Section 605(b), hereof, and the Authority has caused its corporate seal to be hereunto impressed and attested; each of the Member Counties have caused this Agreement to be executed by its duly authorized officers and its corporate seal to be hereunto impressed and attested, and delivery hereof by the Authority to each of the Member Counties is hereby acknowledge, all as of the day and year first above written.

UPPER OCONEE BASIN WATER AUTHORITY
OF GEORGIA

APPROVED AS TO FORM:

BY: 

CHAIR


GENERAL COUNSEL

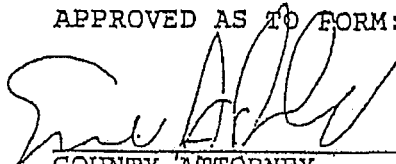
ATTEST:

SECRETARY-TREASURER

(SEAL)

UNIFIED GOVERNMENT OF ATHENS-CLARKE
COUNTY, GEORGIA

APPROVED AS TO FORM:


COUNTY ATTORNEY

BY: 
MAYOR AND CHAIR

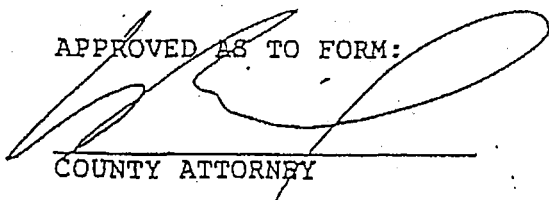
ATTEST: _____
CLERK

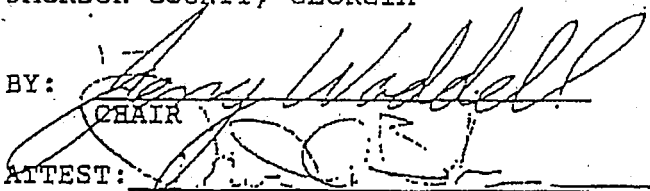
(SEAL)

ATTEST: 
COUNTY MANAGER

JACKSON COUNTY, GEORGIA

APPROVED AS TO FORM:


COUNTY ATTORNEY


BY: 
CHAIR

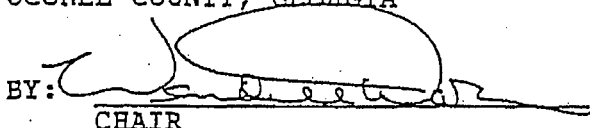
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CLERK

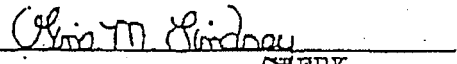
(SEAL)

OCONEE COUNTY, GEORGIA

APPROVED AS TO FORM:


COUNTY ATTORNEY *Haggard*

BY: 
CHAIR

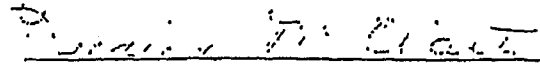
ATTEST: 
CLERK


(SEAL)

BARROW COUNTY, GEORGIA

APPROVED AS TO FORM:


COUNTY ATTORNEY

BY: 
CHAIR

ATTEST: 
CLERK

(SEAL)

EXHIBIT "A"

Upper Oconee Basin Water Authority
 Bear Creek Water Supply Reservoir

Example Computation of Water Supply Allotments

Assume the Established Yield for Total Project = 52 MGD
 (Average Annual Withdrawal)

Maximum Allowable Average Annual Withdrawal for each Member County			
County	Project Total Yield (MGD)	Entitlement Share,	Avg. Annual Withdrawal (MGD)
Athens-Clarke	52	0.44	22.88
Barrow	52	0.19	9.88
Jackson	52	0.25	13.00
Oconee	52	0.12	6.24

Maximum Allowable Monthly Average Withdrawal for each Member County Monthly Peaking Factor = 1.1				
County	Project Total Yield (MGD)	Entitlement Share	Peaking Factor	Max. Monthly Avg. Withdrawal (MGD)
Athens-Clarke	52	0.44	1.1	25.17
Barrow	52	0.19	1.1	10.87
Jackson	52	0.25	1.1	14.30
Oconee	52	0.12	1.1	6.86

Maximum Allowable Daily Withdrawal for each Member County Daily Peaking Factor = 1.5				
County	Project Total Yield (MGD)	Entitlement Share	Peaking Factor	Max. Daily Withdrawal (MGD)
Athens-Clarke	52	0.44	1.5	34.32
Barrow	52	0.19	1.5	14.82
Jackson	52	0.25	1.5	19.50
Oconee	52	0.12	1.5	9.36

EXHIBIT B

Intergovernmental Water Treatment and Transmission
Agreement between Upper Oconee Basin Water Authority,
Oconee County, Barrow County and Jackson County, Georgia,
dated July 22, 1996

Section 505. Other Default by Member Counties.
Section 506. Default by Authority.
Section 507. Abandonment of Remedy.
Section 508. Arbitration.

ARTICLE VI MISCELLANEOUS GENERAL PROVISIONS

Section 601. Character and Continuity of Service.
Section 602. Metering.
Section 603. Liability of Parties.
Section 604. Other Terms and Conditions.
Section 605. Assignment of Agreement.
Section 606. Termination or Amendment of Agreement.

ARTICLE VII FUTURE PROJECTS UNDERTAKEN BY THE AUTHORITY

Section 701. Future Projects.
Section 702. Allocation of Costs.

ARTICLE VIII SEVERABILITY

17

UPPER OCONEE BASIN WATER AUTHORITY
ANNUAL DEBT SERVICE REQUIREMENTS
OCONEE COUNTY, GEORGIA

<u>July 1</u>	<u>Total Debt Service</u>
2002	\$903,094.00
2003	\$902,840.00
2004	\$902,925.00
2005	\$902,235.00
2006	\$903,267.00
2007	\$902,959.00
2008	\$902,340.00
2009	\$902,602.00
2010	\$902,546.00
2011	\$902,543.00
2012	\$902,524.00
2013	\$902,419.00
2014	\$903,205.00
2015	\$903,264.00
2016	\$903,171.00
2017	\$902,874.00
2018	\$902,316.00
2019	\$903,270.00
2020	\$902,683.00
2021	\$902,652.00
2022	\$903,066.00
2023	\$902,767.00
2024	\$902,748.00
2025	\$902,900.00
2026	\$903,113.00
2027	\$902,227.00
	\$23,472,550.00

INTERGOVERNMENTAL WATER TREATMENT
AND TRANSMISSION AGREEMENT
BETWEEN
UPPER OCONEE BASIN WATER AUTHORITY,
OCONEE COUNTY, BARROW COUNTY & JACKSON COUNTY, GEORGIA

INDEX

ARTICLE I	TERM OF AGREEMENT, DEFINITIONS
Section 101.	Term.
Section 102.	Definitions and Explanation of Terms.
ARTICLE II	CERTAIN OBLIGATIONS OF THE AUTHORITY AND THE MEMBER COUNTIES
Section 201.	Water Treatment.
Section 202.	Annual Project Budget.
Section 203.	Reports.
Section 204.	Records and Accounts.
Section 205.	Water Treatment and Transmission Planning.
Section 206.	Environmental Protection and Watershed Protection District.
Section 207.	Adjustment of Billing
Section 208.	Disputed Monthly Billing Statement.
Section 209.	Sources of Member County's Payments.
Section 210.	Short Term Interbasin Transfers and Sales of Water and Resales of Water Outside the Geographical Boundaries of the Member Counties.
Section 211.	Sale of a Member County's Entitlement Share of the Project.
Section 212.	Payments to Site Member Counties.
ARTICLE III	WATER TREATMENT AND TRANSMISSION PROJECT
Section 301.	Ownership of Project.
Section 302.	Costs of the Project.
Section 303.	Operation and Maintenance.
Section 304.	Insurance.
Section 305.	Charges and Billings for the Project.
Section 306.	Project Entitlement and Payment Obligations.
Section 307.	Pledge of Payments.
Section 308.	Payment as Operating Expense of the Member County.
ARTICLE IV	ADDITIONAL BONDS
Section 401.	Issuance of Additional Bonds.
Section 402.	Issuance of Refunding Bonds.
Section 403.	Adjustment of Annual Project Costs.
ARTICLE V	DEFAULT
Section 501.	Event of Default.
Section 502.	Continuing Obligation, Right to Discontinue Service.
Section 503.	Levy of Tax for Payment.
Section 504.	Transfer of Water Treatment and Transmission Services of the Project Pursuant to Default.

Section 505. Other Default by Member Counties.
Section 506. Default by Authority.
Section 507. Abandonment of Remedy.
Section 508. Arbitration.

ARTICLE VI MISCELLANEOUS GENERAL PROVISIONS

Section 601. Character and Continuity of Service.
Section 602. Metering.
Section 603. Liability of Parties.
Section 604. Other Terms and Conditions.
Section 605. Assignment of Agreement.
Section 606. Termination or Amendment of Agreement.

ARTICLE VII FUTURE PROJECTS UNDERTAKEN BY THE AUTHORITY

Section 701. Future Projects.
Section 702. Allocation of Costs.

ARTICLE VIII SEVERABILITY

INTERGOVERNMENTAL WATER TREATMENT
AND TRANSMISSION AGREEMENT
BETWEEN
UPPER OCONEE BASIN WATER AUTHORITY,
OCONEE COUNTY, BARROW COUNTY & JACKSON COUNTY, GEORGIA

This Intergovernmental Water Treatment and Transmission Agreement ("Agreement"), made and entered into as of July 22, 1996, by and between the Upper Oconee Basin Water Authority, a public body corporate and political and a public corporation of the State of Georgia, (hereinafter sometimes designated as the "Authority"), created by the provisions of Ga. L. 1994, p. 5123, et seq., and three of the Member Counties of the Authority, Barrow County, Georgia, Jackson County, Georgia and Oconee County, Georgia (hereinafter sometimes each designated as "Member County").

W I T N E S S E T H:

WHEREAS, the Upper Oconee Basin Water Authority was created for the declared purpose of acquiring and developing adequate sources of water supply, including but not limited to the construction of reservoirs; the treatment of such water, and thereafter the transmission of such water within the Upper Oconee Basin area, and to the various counties, municipalities, and public authorities located therein; and the collection and treatment of water from the counties, municipalities, and public authorities within the Upper Oconee Basin area; and

WHEREAS, the Authority and Member Counties recognize that water resources are finite, and that water conservation should be encouraged by the Authority and the Member Counties, and all water users within the Upper Oconee Basin area; and

WHEREAS, the Member Counties need an economical, reliable water treatment facility to meet the growing demands of their citizens and have determined to purchase such water treatment services from resources owned, controlled, or purchased by the Authority; and

WHEREAS, the Authority will take or cause to be taken all steps necessary to secure such governmental permits, licenses, and approvals as are necessary for the Project as hereinafter defined, and will then proceed as appropriate with final design, financing, acquisition and construction of the Project for the treatment and transmission of water to the Member Counties contracting with the Authority, and will sell the output and services of the Project pursuant to the Act and this Agreement; and

WHEREAS, in order to enable the Authority to issue its revenue bonds to pay the costs of acquiring and constructing the Project, it is necessary for the Authority to have a binding Intergovernmental Agreement with three Member Counties pursuant to authority of Ga. L. 1994, p. 5123, et seq., and all payments required to be made in accordance with the provisions of Article III of the Agreement, and all other payments attributable to the Project or to the Annual Project Costs, as hereinafter defined, to be made in accordance with or pursuant to any other provision of this Agreement, shall be pledged as security for the payment of such Bonds;

NOW THEREFORE, for and in consideration of the premises and the mutual covenants and agreements hereinafter set forth, and in

order to pay the Authority for its costs of providing each Member County its Entitlement Share, as hereinafter defined, of the output and services of the Project it is agreed by and between the parties hereto as follows:

ARTICLE I

TERM OF AGREEMENT, DEFINITIONS

Section 101. Term.

The term of this Agreement shall begin and this Agreement shall constitute a binding obligation of the parties hereto from and after its execution by the last party to execute the same. The obligation of the Authority to provide water treatment and transmission to the Member Counties under the provisions of the Agreement shall begin with the first issuance and delivery by said Authority of any of its Bonds which are authorized to be issued by the provisions of Ga. L. 1994, p. 5123 et seq. or, in the event notes of the Authority are issued in anticipation of the issuance of Bonds, such obligation shall begin with the issuance and delivery of such bond anticipation notes. The term of this Agreement shall be fifty (50) years from the effective date of the Agreement.

Section 102. Definitions and Explanation of Terms.

As used herein:

(a) "Act" shall mean that certain Act of the 1994 session of the General Assembly of the State of Georgia compiled and published in Ga. L. 1994, p. 5123, et seq., as the same has been heretofore

or may be hereafter amended. This Act may be cited as the "Upper Oconee Basin Water Authority Act" or the "Act".

(b) "Annual Project Costs" shall mean, with respect to a Water Treatment and Transmission Year, to the extent not paid as a part of the Costs of Acquisition and Construction, all costs and expenses of the Authority paid by the Authority for the Project, as hereinafter defined, during such Year allocable to the Project, including, but not limited to, those items of cost and expense referred to in Section 305 hereof, as Annual Project Fixed Charges and Other Annual Project Costs.

(c) "Annual Project Budget" shall mean, with respect to a Water Treatment and Transmission Year, the budget adopted by the Authority not less than sixty (60) days prior to the beginning of such Water Treatment and Transmission Year which budget shall itemize estimates of Annual Project Costs and all revenues, income, or other funds to be applied to such costs, respectively, for and applicable to such Water Treatment and Transmission Year or, in the case of an amended Budget, for and applicable to such Water Treatment and Transmission Year for the remainder of such Water Treatment and Transmission Year.

(d) "Billing Statement" shall mean the written statement prepared or caused to be prepared monthly by the Authority that shall be based upon the Annual Project Budget or upon the amended Annual Project Budget adopted by the Authority pursuant to Section 202, hereof, and that shall show the monthly amount to be paid to

the Authority by each Member County in accordance with the provisions of Section 306 hereof.

(e) "Bonds" and "Revenue Bonds" shall mean the Revenue Bonds, Certificates, and other obligations issued by the Authority as defined and provided for in the "Revenue Bond Law" Article 3 of Chapter 82 of Title 36 of the Official Code of Georgia Annotated as amended, and pursuant to the provisions of the Bond Resolution to finance or refinance the Cost of Acquisition and Construction of the Project, whether or not any issue of such bonds shall be subordinated as to payment to any other issue of such bonds, and shall include Additional Bonds issued pursuant to the provisions of Section 401, hereof, and Refunding Bonds issued pursuant to the provisions of Section 402, hereof.

(f) "Bond Resolution" shall mean the Revenue Bond Resolution and any Supplemental Bond Resolution authorizing the issuance of any Parity Bonds to be adopted by the Authority and accepted by the Trustee thereunder for the benefit of the owners of the Bonds which shall provide for the issuance of such Bonds, a copy of which Revenue Bond Resolution and Supplemental Bond Resolution in substantially the form to be adopted by the Authority shall be on file in the records of each Member County.

(g) "Commercial Operation Date" shall mean, with respect to the Project, the beginning of the day on which the Project is, in the opinion of the Authority, treating and transmitting water for commercial use.

(h) "Agreement" and "Water Treatment and Transmission Agreement" shall mean this Agreement with the Member Counties entered into by the Authority and the Member Counties, as the same may be amended from time to time.

(i) "Cost of Acquisition and Construction" or "Cost of the Project" shall mean, to the extent not included in Annual Project Costs, all costs of and expenses of planning, design, and construction, the cost of all lands, properties, rights, easements, and franchises acquired, the cost of all buildings, machinery and equipment, financing charges, interest prior to and during construction and for one year after completion of construction, cost of compliance with environmental regulations and environmental protection, cost of engineering, architectural and legal expenses, cost of plans and specifications, and other costs necessary or incident to determining the feasibility or practicability of the Project, administrative costs, and such other costs as may be necessary or incident to the financing authorized in the Act, the construction of the Project, the placing of the same in operation, and the acquisition and condemnation of property necessary for such construction and operation. Any obligation or cost incurred for any of the foregoing purposes shall be regarded as a part of the cost of the Project and may be paid or reimbursed as such out of the proceeds of revenue bonds, certificates, or other obligations issued under the provisions of this Act for such Project, and obtaining governmental approvals, certificates, permits and licenses with respect thereto heretofore or hereafter paid or

incurred by the Authority and may include, in addition and without limitation, the following:

(1) working capital and reserves in such amounts as may be established pursuant to the Bond Resolution;

(2) interest accruing in whole or in part on Bonds prior to and during construction and for such additional period as the Authority may reasonably determine to be necessary for the placing of the Project or any facility thereof in operation in accordance with the provisions of the Bond Resolution;

(3) the deposit or deposits from the proceeds of Bonds issued to finance such costs in any fund or account established pursuant to the Bond Resolution to meet Debt Service reserve requirements for Bonds;

(4) the deposit or deposits from the proceeds of Bonds issued to finance such costs in any funds or accounts established pursuant to the Bond Resolution as reserves for renewals and replacements for the Project or contingencies;

(5) training and testing costs incurred by the Authority;

(6) preliminary investigation and development costs, engineering fees, contractors' fees, costs of labor, materials, equipment, utility services and supplies, and legal and financing costs;

(7) all costs of insurance applicable to the period of construction; and

(8) all other costs incurred by the Authority and properly allocable to the acquisition and construction of the Project,

including all cost financed by the issuance of Additional Bonds pursuant to Section 401 hereof.

(j) "Debt Service" shall mean, with respect to any period, the aggregate of the amounts required by the Bond Resolution to be paid during said period into any fund or funds created by the Bond Resolution for the sole purpose of paying the principal (including sinking fund installments) and premium, if any, and interest on all the Bonds from time to time outstanding as the same shall become due, provided, however, that Debt Service shall not include any acceleration of the maturity of the Bonds.

(k) "Entitlement Share" shall mean, with respect to a Member County and any Water Treatment and Transmission Year and with respect to the facilities of the Project the percentage of the output and services of the Project as set forth in the following Schedule of Entitlement Shares; provided, however, that in no event shall the Entitlement Share of any Member County be less than that set forth in the following schedule and provided, further, that in the event any one or more of the Member Counties listed in the following schedule elect to withdraw from participation in any future obligations or projects pursuant to the provisions of the Act, the Entitlement Shares of the remaining Member Counties, as such Entitlement Shares are set forth in each column of the following schedule, shall be increased pro-rata in order that the sum of the remaining Entitlement Shares of the remaining Member Counties when so adjusted shall total 100.000%:

<u>MEMBER COUNTY</u>	<u>ENTITLEMENT SHARE</u>
	§
BARROW	§
JACKSON	§
OCONEE	§

[The Entitlement Share for each Member County shall be determined according to the following formula: Member County's Entitlement Share = Member's designated capacity divided by the total capacity of the Project.]

(l) "Interbasin Transfers" shall mean the delivery by whatever means of any treated or untreated water outside the drainage basins which exist within the boundaries of Athens-Clarke County, Barrow County, Jackson County, and Oconee County.

(m) "Member County" shall mean each political subdivision which is a party to this Agreement which includes Barrow, Jackson, and Oconee Counties, unless the governing authority of any such Member County pursuant to the provisions of the Act has adopted a resolution, at any time, declaring that such county shall not be a Member County under the Act. Such withdrawal by any Member County from the Authority shall not affect any previously incurred obligations with respect to the issuance of or payment of any bonds, certificates, or other obligations of the Authority.

(n) "Project" shall mean the planning, design, acquisition, construction, and management of the Bear Creek Water Treatment Plant as herein described; the acquisition of any interest in real property surrounding the Bear Creek Water Treatment Plant for the

purpose of treating raw water for the Member Counties; the transmission and sale of treated water to Member Counties for the purpose of resale, inside and outside the territorial boundaries of the Member Counties; water conservation and environmental mitigation; and the management, operation, maintenance, additions, improvements, and extensions of such facilities to assure adequate treatment and transmission facilities deemed by the Authority to be necessary or convenient for the efficient operation of such undertaking. This Project encompasses all work required to treat raw water from the Bear Creek Water Supply Project in accordance with accepted standards for potable water treatment and to transport the water to points of taking by Barrow, Jackson and Oconee Counties. This work includes construction of a raw water supply main from the Raw Water Supply Project to the treatment plant, the water treatment plant, associated sitework, sludge handling facilities, water storage clearwells, high service pumping station, and transmission pipelines. The transmission pipelines will transport water from the high service pumping station to the following designated points of taking: (1) for Jackson County, water will be delivered to a point located at Georgia Highway 330 at the relocated intersection with Savage Road, (2) for Barrow County, water will be delivered to a point at the intersection of Bogart Jefferson Road and Glenn Jackson Road; and (3) for Oconee County, water will be delivered to a point on Bogart Jefferson Road at the Oconee County Line. The Project shall not include any right-of-way acquisition for construction of raw water transmission

mains to deliver water to Athens-Clarke County. The Project is estimated to cost approximately _____ million (\$ _____) Dollars.

(o) "Site County" shall mean any county within which the Authority causes to be located any facility or improvement for which a real estate interest in property is acquired, by condemnation or purchase, for the Project.

(p) "Transmission" shall mean the conveying of treated water from the Project to any Member County, or any municipality or public authority, for the purpose of resale to end users of such water or wholesale purchasers of such water, but does not include conveyance of water to ultimate users.

(q) "Uncontrollable Forces" means any cause beyond the control of the Authority which by the exercise of due diligence the Authority is unable to prevent or overcome, including, but not limited to, failure or refusal of any other person or entity to comply with then existing contracts with the Authority or with a Member County, an act of God, fire, flood, explosion, strike, sabotage, pestilence, an act of the public enemy, civil military authority, including court orders, injunctions, and orders of governmental agencies with proper jurisdiction, insurrection or riot, an act of the elements, failure of equipment, or inability of the Authority or any Contractors engaged in work on the Project to obtain or ship materials or equipment because of the effect of similar causes on suppliers or carriers, or inability of the Authority to sell or issue its bonds or notes.

(r) "Water Treatment and Transmission Year" shall mean the Authority's fiscal year which is a calendar year, except that the first Water Treatment and Transmission Year shall begin on the date the Authority has an obligation to provide treated water as determined in accordance with the provisions of Section 101, hereof.

ARTICLE II

CERTAIN OBLIGATIONS OF THE AUTHORITY AND THE MEMBER COUNTIES

Section 201. Water Treatment.

The Authority shall provide or cause to be provided and each Member County may take from the Authority its Entitlement Share of the output and services of the Water Treatment and Transmission Project pursuant to Section 306. The Authority will be responsible for planning, negotiating, designing, financing, acquiring or constructing, contracting for, administering, operating, and maintaining the Project as necessary to effect the output and service of the Project to each Member County.

Section 202. Annual Project Budget.

The Authority will prepare and submit to each Member County a proposed Annual Project Budget at least one hundred twenty (120) days prior to the beginning of each Water Treatment and Transmission Year. Each Member County shall then submit to the Authority, within forty-five (45) days from the date of the proposed Annual Project Budget, any matters or suggestions relating to the Budget which the Member County may care to present. The

Authority shall then proceed with the consideration and adoption of such Budget not less than forty-five (45) days nor more than sixty (60) days prior to the beginning of such Water Treatment and Transmission Year and shall cause copies of such adopted Budget to be delivered to each Member County; provided, however, the Budget for the first Water Treatment and Transmission Year shall be prepared, considered, adopted and delivered in the most practicable manner available in the discretion of the Authority. As required from time to time during any Water Treatment and Transmission Year after thirty (30) days notice to each Member County, the Authority may adopt an amended Annual Project Budget for and applicable to such Year for the remainder of such Year.

Section 203. Reports.

The Authority will prepare and issue to each Member County the following reports monthly during each Water Treatment and Transmission Year:

- (1) A Financial and Operating Statement relating to the Project;
- (2) Status of Annual Project Budget;
- (3) Status of construction budget of the Project during construction; and
- (4) Analysis of operations relating to the Project.

Section 204. Records and Accounts.

The Authority will keep accurate records and accounts for the Project as well as of the operations of the Authority in accordance with generally accepted accounting principles and the provision of

the Act. Said accounts shall be subject to an annual audit by a firm of independent certified public accountants to be submitted to the Authority as soon as practicable after the end of each fiscal year. All transactions of the Authority relating to the Project with respect to each Water Treatment and Transmission Year shall be subject to such an audit. Each Member County shall have the right to access the books and records of the Authority upon reasonable written notice to the Authority.

Section 205. Water Treatment and Transmission Planning.

Each Member County will keep the Authority advised on all matters relating to the Member County's water supply and water treatment planning, including, but not limited to, future water treatment and transmission requirement forecasts.

Section 206. Environmental Protection and Watershed Protection District.

Each Member County shall enact zoning ordinances pursuant to the requirements of all applicable state laws and Section 404 of the Clean Water Act. Each such Member County shall enforce its watershed protection ordinances which were enacted as a result of construction of this Project and shall at no time amend its zoning ordinances to permit any land use activity which would violate any rule or regulation of the Environmental Protection Division of the Department of Natural Resources or would be inconsistent with maintaining and protecting adequate water quality in the reservoir -

Section 207. Adjustment of Billing.

At the end of each Water Treatment and Transmission Year the Authority shall determine if the aggregate amount paid by each

Member County under Section 306, hereof, to provide recovery of all the Authority's costs during such Water Treatment and Transmission Year was in the proper amount. Upon the making of such determination, any amount found to have been paid by each Member County in excess of the amount which should have been paid by each Member County shall be credited on the Billing Statements to each Member County for the remaining month or months of the Water Treatment and Transmission Year next succeeding the Water Treatment and Transmission Year for which such adjustment was determined to have been necessary. In the event any Member County is found to be deficient in the amount which it should have paid then ten percent of the amount of any deficiency shall be added to each of the next ten Billing Statements for the Member County. In the event that the failure of a Member County to pay its Entitlement Share of Annual Project Costs in accordance with this Agreement shall have resulted in the application of amounts in any reserve or working fund under the Bond Resolution to the payment of costs payable from such reserve or working fund and the other Member Counties shall have made up the deficiency created by such application or paid additional amounts into such reserve or working fund, amounts thereafter paid to the Authority by such nonpaying Member County for application to such past due payments shall be credited on the Billing Statements of such other Member Counties in the next month or months as shall be appropriate.

Section 208. Disputed Monthly Billing Statement.

In case any portion of any monthly Billing Statement received by a Member County from the Authority shall be in bona fide dispute, the Member County shall pay the Authority the full amount of such monthly Billing Statement, and, upon determination of the correct amount, the difference between such correct amount and such full amount, if any, will be credited to the Member County by the Authority after such determination. In the event such monthly Billing Statement is in dispute, the Authority will give consideration to such dispute and will advise the Member County with regard to the Authority's position relative thereto within thirty (30) days following written notification by the Member County of such dispute.

Section 209. Sources of Member County's Payments.

The obligations of the Member County to make the payments to the Authority under this Agreement shall constitute general obligations of the Member County for the payment of which the full faith and credit of the Member County shall be and the same hereby is pledged to provide the funds required to fulfill all obligations arising under this Agreement. The Member County will annually in each and every fiscal year during the term of this Agreement include in its general revenue or appropriation measure, whether or not any other items are included, sums sufficient to satisfy the payments required to be made in each year by this Agreement until all payments required under this Agreement have been paid in full. Nothing shall prohibit, however, a Member County from making such

payments or provisions for such payments from the revenues of the water system of the Member County or from other funds thereof, including the resale of water to other counties, municipalities and public authorities. In the event for any reason any such provision or appropriation is not made for a fiscal year of a Member County, then the Member County shall appropriate on the accounts of the Member County in each fiscal year the amounts required to pay the obligations called for under this Agreement. The amount of the appropriation in such fiscal year to meet the obligations of this Agreement shall be due and payable and shall be expended for the purpose of paying and meeting the obligations provided under the terms and conditions of this Agreement, and such appropriation shall have the same legal status as if the Member County had included the amount of the appropriation in its general revenue or appropriation measure.

Section 210. Short Term Interbasin Transfers and Sales of Water and Resales of Water Outside the Geographical Boundaries of the Member Counties.

(a) The Authority will provide in its operating rules and regulations promulgated under the Act, for strict limitations on interbasin transfers consistent with and subject to all state and federal laws and rules and regulations and the provisions of the Act.

(b) Subject to the provisions of this Section and the Act, the Authority will permit certain "short term" interbasin transfers of (raw or treated) water and "short term" resales of (raw or treated) water outside the geographical boundaries of the four Member

Counties. A short term interbasin transfer of water and a short term resale of water outside the geographical boundaries of the four Member Counties is defined as any interbasin transfer of water or any resale of water outside the geographical boundaries of the four Member Counties by any of the four Member Counties of all or any portion of the output and services represented by such Member County's Entitlement Share to any person or entity for a time period not to exceed ten (10) years; provided however that any agreement relating to such permitted transfer or resale of water by any of the four Member Counties for a stated term of ten (10) years or less shall in such agreement provide that the term of the agreement will automatically be reduced as necessary to prevent a conclusion under any applicable law or the rules and regulations of the State of Georgia that such transfer of water for such term constitutes a sale of such Member County's Entitlement Share. Prior to any such sale, the Authority will have the right to obtain adequate assurances that no person or entity will acquire vested rights to any Member County's Entitlement Share under any applicable law.

(c) Except as to a Sale of a Member County's Entitlement Share of the Project under Section 211, under no circumstances shall there be any short term interbasin transfer of water or any short term resale of water outside the geographical boundaries of the four Member Counties for any term (original term plus any renewal term) longer than ten (10) years. It is the intention of the Authority and the Member Counties that the four Member Counties

shall have an opportunity on a least a ten (10) year basis to have a right to first refusal to any of the four Member Counties' excess raw or treated water.

(d) As required under the Act, any short term proposed interbasin transfer of water resources except in the event of a bona fide water emergency or any short term resale of water outside of the geographical boundaries of the four Member Counties shall be offered to all four Member Counties in proportion to their Entitlement Shares to the water (raw water and/or treated water) pursuant to the provisions of the Act, this Agreement and, if applicable, the Reservoir and Raw Water Agreement entered into between the Authority and the four Member Counties ("Reservoir and Raw Water Agreement). Upon such an offer, any of the four Member Counties shall have ninety (90) days to consider said offer and if accepted, an additional ninety (90) days to commence the acquisition of the water before it may be transferred outside the basin. Any of the four Member Counties shall have the right to waive their right to first refusal. In that event, the remaining Member Counties shall be offered such Member County's respective pro rata share in proportion to their Entitlement Shares.

(e) Each Member County expressly agrees that any offer of water if made by Jackson County, Oconee County, or Barrow County may include in the offer, at the option of such Member County, the uniform rate established by the Authority for such Member County's "treated" water under this Section.

What is unproven note - has
calculated in T&A



(f) The short term sale of treated water from any of the Member Counties to any of the four Member Counties shall be offered at the uniform rate established for the sale of such treated water to the four Member Counties by the Authority as required by the Act. The Authority has established the uniform rate for this Project applicable to short term sales of treated water by a Member County to any of the four Member Counties as the uniform rate the four Member Counties negotiate with one another; provided however, that such negotiated uniform rate shall be the same for all four Member Counties.

(g) Interbasin transfers in a bona fide water emergency shall be allowed provided they are limited to sixty (60) days in any calendar year and are approved by the four Member Counties.

(h) If all or any portion of a Member County's Entitlement Share of output and services of the Project is sold on a short term basis pursuant to this Section, that Member County's Entitlement Share shall not be reduced, and the Member County shall remain liable to the Authority to pay the full amount of its Billing Statement as if such short term sale had not been made.

Section 211. Sale of a Member County's Entitlement Share of the Project.

(a) The Authority will provide in its operating rules and regulations promulgated under the Act, for strict limitations on interbasin transfers consistent with and subject to all state and federal laws and rules and regulations and the provisions of the Act.

(b) In the event any Member County proposes to offer for sale all or any part of such Member County's Entitlement Share of the Project, before such Member County shall make an interbasin transfer or sell or transmit the water (treated) resources of the Authority outside of the geographical boundaries of the four Member Counties, it must first offer it to all four Member Counties at a uniform rate established by the Authority in proportion to their Entitlement Shares to the water (treated) pursuant to this Agreement. Upon such an offer, any of the four Member Counties shall have ninety (90) days to consider said offer and if accepted, an additional ninety (90) days to commence the acquisition of the water. The four Member Counties shall have the right to waive their right of first refusal.

(c) Each Member County expressly agrees that, at the option of a Member County, such Member County may offer to sell its Entitlement Share of this Project to all four Member Counties as a part of such Member County's offer of its Entitlement Share of the Project under the Reservoir and Raw Water Agreement according to the proportionate share each of the four Member Counties have under the Reservoir and Raw Water Agreement. In that event, the valuations of the Member County's Entitlement Share of the output and services of each Project shall be determined under the provisions of the Agreement relating to each Project; provided however, the valuations required to be made in any arbitration proceeding under this Section and Section 211 of the Reservoir and Raw Water Agreement may be made in the same arbitration proceeding,

if agreed to by all of the four Member Counties who are participating in the arbitration.

(d) As required under the Act, the sale of Entitlement Share from one of the four Member Counties to another shall be at the "uniform rate" established for the sale of water to the four Member Counties by the Authority. The ninety (90) day offer period required under the provisions of the Act shall commence at the time the uniform rate is established by the Authority pursuant to the procedures set forth in this Section. The uniform rate established by the Authority for the sale of a Member County's Entitlement Share of the Project under Section 211 of this Agreement and the Act shall be determined as follows:

(1) The uniform rate which will be offered to all Member Counties (which shall include Athens-Clarke County only if such selling Member County has offered its Entitlement Share in this Project to Athens-Clark County in conjunction with such Member County's Entitlement Share to the output and services of the Project under the Reservoir and Raw Water Agreement) in proportion to their respective Entitlement Shares shall be the higher of the two rates determined by the Authority utilizing the following two valuation methods:

(A). The rate determined to be "fair value, but not necessarily fair market value" for the Member County's Entitlement Share of the output and services of the Project through arbitration conducted pursuant to this Section; or

(B) The rate determined to be the Member County's investment in the Project computed by totalling the actual Costs of the Project, as defined in Section 102 (i), paid or incurred by the Member County for the Project plus an additional amount for each year based on the Consumer Price Index for each year published by the U.S. Department of Labor, Bureau of Labor Statistics.

(2) The arbitration shall be administered by the Authority. The Member County offering to sell its Entitlement Share of the Project shall have the right to select one (1) arbitrator. The remaining Member Counties (which shall include Athens-Clarke County only if such selling Member County has offered its Entitlement Share in this Project to Athens-Clark County in conjunction with such Member County' Entitlement Share to the output and services of the Project under the Reservoir and Raw Water Agreement) shall have the right to select one (1) arbitrator to represent them. The two (2) arbitrators selected by the parties shall select one (1) arbitrator. The vote of two of the three arbitrators selected shall control and their decision on the "fair value, but not necessarily fair market value" of the Member County's Entitlement Share of this Project shall be final for the purpose of this Section only. In the event that the two (2) arbitrators chosen by the participating Member Counties cannot agree on a third, then such third arbitrator shall be appointed by the Chief Judges of the Judicial Circuits of the four Member Counties upon application by the Authority.

(3) The highest rate established by the valuation methods set forth in subsection (d)(1)(A) and (B) of this Section shall establish the uniform rate which shall be offered to the participating Member Counties in the manner set forth in this Section. In the event any Member County does not accept the offer within ninety (90) days, the selling Member County may offer its Entitlement Share of the Project to any other non-member person or entity as permitted under the Act and applicable law; provided however, that in the event such Member County receives an offer from any other non-member person or entity, the selling Member County shall be required to give the remaining Member Counties thirty (30) days to match the offer it received from the non-member person or entity, and if such offer is accepted by any of the remaining Member Counties, an additional ninety (90) days to commence the acquisition of their proportionate share of such Member County's Entitlement Share of this Project.

(e) If all or any portion of a Member County's Entitlement Share of output and services of the Project is sold pursuant to this Section the Member County shall remain liable to the Authority to pay the full amount of its Billing Statement as if such sale had not been made.

Section 212. Payments to Site Member Counties.

(a) The Authority shall make an annual payment on or before November 15 of each year to any site county within which is constructed a reservoir or any facility or improvement for which a real estate interest in property is acquired, by condemnation or

purchase, by the Authority pursuant to Section 14 of the Act. The amount of this payment shall be at least a payment not less than the payment amount provided for under Section 14 of the Act. The Authority agrees to make an annual payment to each site county in lieu of ad valorem taxes for the value of its real estate interest in property acquired by the Authority based upon the following calculation:

(1) For all tax years subsequent to the initial tax year commencing January 1, 1996, each site county shall receive payment in lieu of ad valorem taxes in accordance with the following calculation: the final assessed values for land and improvements for all property in which the Authority has acquired a real estate interest will be added together to form the "base assessment rate" for the Authority property under this Section. The aggregate total of final assessed land values (shall not include improvements) for the neighborhood assessment district in each site county, as established for the purpose of this Section, will be used to establish the "neighborhood assessment district rate" in the initial year and each subsequent year. From and after January 1, 1996, a ratio shall be established between the base assessment rate for the property in which the Authority has acquired a real estate interest in the site county and the site county neighborhood assessment district rate for a particular year. The base assessment rate for the Authority property shall be adjusted each year upward or downward in consonance with the final adjustment that occurs in the neighborhood assessment district. The

Authority's property base assessment rate as adjusted from year to year shall then be multiplied by the millage rate as finally established for state, county, municipal and school district purposes by the site county. The product produced by this calculation shall constitute the amount the Authority shall pay to the site county in lieu of ad valorem taxes due from the Authority each year to the site county.

(2) The neighborhood assessment district for Jackson County contains all parcels of land which are located on January 1, 1996 on Jackson County tax maps 44, 45, 58, and 59, attached hereto and incorporated herein by reference as Exhibit "B", except for the base assessment property in which the Authority has acquired a real estate interest. It is the intention of the parties that in the event the tax maps are revised in the future the parcels of land which are currently located on the above-referenced tax maps and are designated as a part of the neighborhood assessment district shall continue to represent the neighborhood assessment district during the full term of this Agreement.

(3) In the event that the Authority acquires a real estate interest in property in any other Member County, the Authority and the site county shall at that time establish a base assessment rate for such property and a neighborhood assessment district for the purpose of determining the annual payment to such site county in lieu of ad valorem taxes for such property acquired by the Authority.

(b) As provided for under the Act, the Authority shall, in its sole discretion, provide in its Annual Project Budget each year such additional payments to site counties to reimburse the site county for the reasonable direct costs associated with the site county providing services to the Authority relating to the implementation and enforcement of all Authority approved watershed protection programs and ordinances and other laws required by the 404 Permit relating to the Project or such other additional costs as it deems appropriate.

(c) In order to assist the Authority in its obligation to prepare an Annual Project Budget each year on a timely basis, each site county shall prepare and submit to the Authority by June of each year a projection of the value of such property as determined by the valuation procedure established in the Act and this Section. Each site county shall submit to the Authority the ad valorem tax value of such property for the current tax year once the site county adopts its millage rate for that current tax year and the Authority may adopt an amended Annual Project Budget for and applicable to such Year for the remainder of such Year. Each site county may also submit to the Authority by June of each year such other additional costs for services or other costs which the Authority has agreed or may agree to pay for the current Water Supply Year, subject to the right of the Authority to determine to its satisfaction that the services are necessary, the costs for the services are reasonable, and the costs for the services have been

substantiated by the site county to the satisfaction of the Authority.

ARTICLE III

WATER TREATMENT AND TRANSMISSION PROJECT

Section 301. Ownership of Project.

The Authority will issue the Bonds in one or more series from time to time under the Bond Resolution to finance the Project and shall own the Project. The Authority will cause to be delivered or make available for delivery to the Member Counties during each month of each Water Treatment and Transmission Year its Entitlement Share of the output and services of each facility of the Project during the term of this Agreement.

Section 302. Costs of the Project.

(a) The Project will, for purposes of accounting for the Authority's costs and charges to the Member Counties, be separated into: (i) Costs of Acquisition and Construction of the Project, and (ii) Annual Project Costs.

(b) The Authority's costs of providing to each of the Member Counties their Entitlement Share of the Project will be accounted for as described in Section 305, hereof.

Section 303. Operation and Maintenance.

The Authority covenants and agrees that it will operate, maintain and manage the Project or cause the same to be operated, maintained and managed in an efficient and economical manner. Pursuant to the provisions of the Act, the Authority shall

prescribe rules and regulation for operation of the Project including the basis on which water transmission shall be furnished to the Member Counties.

Section 304. Insurance.

The Authority shall maintain or cause to be maintained, in force for the benefit of the parties hereto, as their interest shall appear, as Costs of Acquisition and Construction or Annual Project Costs, such insurance with respect to the Project as shall be available and as is usually carried by similar authorities constructing and operating water treatment and transmission facilities.

Section 305. Charges and Billings for the Project.

(a) The Authority will establish fair and nondiscriminatory charges for all output and services provided by the Authority to the Member Counties relating to each facility of the Project designed to recover all of the Authority's costs allocable to such facility commencing with the Commercial Operation Date of such facility or the date to which interest has been capitalized on Bonds allocable to such facility, whichever is the earlier, as set forth in the Annual Project Budget, or the amended Annual Project Budget adopted by the Authority pursuant to Section 202, hereof, and such costs shall include Annual Project Costs.

(b) The Annual Project Costs allocable to the facilities of the Project shall include at least the following items of cost and expense:

- (1) "Annual Project Fixed Charges," which means:

(A) the amount which the Authority is required under the Bond Resolution to pay or deposit into any fund or account established by the Bond Resolution for the payment of Debt Service and any reserve requirements for Bonds;

(B) the amount [not otherwise included under any item of this Section 305(b)] allocable to the Project which the Authority is required under the Bond Resolution to pay or deposit during such Water Treatment and Transmission Year into any other fund or account established by the Bond Resolution, and shall include, without limitation, any such amounts required to make up any deficiency in any reserve fund or working fund required or permitted by the Bond Resolution resulting from a default in payments by any Member County or Member Counties of amounts due under this Agreement with the Authority;

(C) amounts which the Authority is required under the provisions of the Bond Resolution to pay or deposit into a reserve for renewals and replacements; and

(D) amounts which must be realized by the Authority for coverage of Debt Service as may be required by the Bond Resolution; and

(E) each Member County shall be required to pay Annual Project Fixed Charges for Debt Service in accordance with the Member County's percentage share of capacity in the Project Components, as hereinafter defined. For the purpose of computing each Member County's percentage share of the Annual Project Fixed Charges for Debt Service, the Project is separated into the

following six Project Components: land for the water treatment facility, the raw water main to the water treatment facility, the water treatment facility, the water main to Jackson County, the water main to Barrow/Oconee Counties, and the water main to Oconee County. Each Member County's percentage share of the Annual Project Fixed Charges for Debt Service shall be determined after the final costs for each of the Project Components has been established. Once the final cost of each Project Component has been established, each Member County's share of said Project Component shall be determined by multiplying the cost for each Project Component by each Member County's percentage share in each Project Component. Each Member County's percentage share of the Annual Project Fixed Charges for Debt Service shall then be computed by dividing the sum of each Member County's share of all of the six Project Components by the Total Project Cost.

(See Attachment as an example of the calculation. However, the final cost for each Project Component has not been established).

(2) "Other Annual Project Costs," which means:

(A) all costs of the treatment and transmission of water from the Project and providing each Member County its Entitlement Share, which shall be separated into the following categories:

(i) "fixed operation and maintenance costs for the Project" including ordinary operation and maintenance costs for the operation and maintenance of the Project, and provisions for reserves therefor, that are relatively fixed during a budget period

and do not change appreciably when the volume of water production or pumping changes. These costs shall be billed to the Member Counties according to their Entitlement Shares. Fixed operation and maintenance costs shall include but not be limited to, salaries for operators of the facility, utilities except for pumping systems, laboratory supplies and testing, maintenance of buildings and grounds, the capacity maintenance, repair and replacement of equipment not related to flow, and maintenance of transmission pipelines, and any other fixed charges payable by the Authority in connection with the output and service of the Project that should not be significantly affected by change in water consumption; and

(ii) "variable operation and maintenance costs of the Project" including operating and maintenance costs related to the treatment and transmission of water which is directly allocatable to each Member County that vary directly with the volume of water production or pumping changes. These costs shall be billed to the Member Counties on a unit cost basis (per thousand gallons purchased). The unit cost billing rate will be determined at the beginning of each Water Treatment and Transmission Year. The variable operation and maintenance costs include but are not limited to: the power costs for pumping, the cost of chemicals, and the cost of maintenance, repair and replacement of pumps and other mechanical equipment related to flow; and

(iii) "administrative and general management costs of the Authority", including but not limited to, all operation and maintenance costs related to the operating and conducting of the

business of the Authority, including, insurance, salaries and expenses for executive director and administrative staff, fees for legal, engineering, accounting, and other services and all other expenses properly related to the conduct of the affairs of the Authority and such other general administrative overhead. These costs shall be billed to the Member Counties according to their Entitlement Shares; and

(B) amounts required of the Authority by the provisions of the Bond Resolution to pay the cost of or to provide reserves for: (i) extraordinary operating and maintenance costs, and the prevention or correction of any unusual loss or damage to keep the Project in good operating condition or to prevent a loss of revenue or output therefrom; (ii) any major renewals, replacements, repairs, additions, betterment and improvements necessary to keep the Project in good operating condition or to prevent a loss of revenues or output therefrom; and (iii) any major additions, improvements, repairs or modifications to the Project required by any state or federal agency having jurisdiction over the Project or any facility thereof to the extent that the Authority is not reimbursed therefor from the proceeds of insurance or funds for such payment are not available to the Authority therefor from any funds or accounts established under the Bond Resolution, or funds for such payment are not provided or to be provided by the issuance of Additional Bonds pursuant to Article IV of this Agreement.

(c) The Authority shall bill each Member County each month during each Water Treatment and Transmission Year by providing each Member County with a Billing Statement for such month in accordance with the charges established pursuant to the provisions of this Section 305. Such Billing Statement shall set forth, among other things, the sum to be paid for such month by each Member County for its Entitlement Share of the output and services of the Project, and such sum shall equal the Member County's Entitlement Share of that amount of Annual Project Costs, as estimated in the then current Annual Project Budget, which the Authority is required pursuant to the Bond Resolution to accrue, pay or set aside during each month. Such monthly Billing Statement shall include any credit due a Member County or deficiencies owed by a Member County and such Billing Statement shall be paid by the Member County on or before the tenth day from the date of such bill. Amounts due and not paid by the Member County on or before said day shall bear an additional charge of one (1) percent per month until the amount due is paid in full. For budgeted costs included under the Fixed Operation and Maintenance Costs and Administrative and General Management Costs, each Member County shall be billed a fixed monthly amount calculated by multiplying the total budgeted amount by the Member County's share of the Project capacity. If, at the end of the Water Treatment and Transmission Year, the actual expenditures are less than the budgeted amount, each of the Member Counties shall receive a credit equal to the total surplus multiplied by the Member County's share of the Project capacity.

If, at the end of the Water Treatment and Transmission Year, the actual expenditures are greater than the budgeted amount, each of the Member Counties shall be assessed an amount equal to the total deficit multiplied by the Member County's share of the Project capacity. For budgeted costs included under the Variable Operation and Maintenance Costs, the Authority shall develop a billing rate for water consumption designed to recover these costs. Each member will be billed monthly for actual water consumption at the established rate. If, at the end of the Water Treatment and Transmission Year, the actual expenditures are less than the amount billed, each of the Member Counties shall receive a credit equal to the total surplus multiplied by the Member County's proportion of the total water consumption. If, at the end of the Water Treatment and Transmission Year, the actual expenditures are greater than the amount billed, each of the Member Counties shall be assessed an amount equal to the total deficit multiplied by the Member County's proportion of the total water consumption. At the end of each Water Treatment and Transmission Year, adjustments of billing shall be made in accordance with Section 207, hereof.

(d) At such times as the Authority issues Additional Bonds in accordance with the provisions of Article IV, hereof, the Authority will increase such elements of Annual Project Costs as are necessary and each Member County shall pay its Entitlement Share of such increased charges pursuant to the provisions of Section 306, hereof.

Section 306. Project Entitlement and Payment Obligations.

(a) Each Member County shall be entitled to receive its Entitlement Share of the output and services of the Project and all services provided by the Authority in accordance with the provisions of Section 305, hereof, as may be available during the term of this Agreement. Each Member County shall be allowed to have its Entitlement Share of the permitted Established Yield of the water supply for the Project treated and transmitted according to the withdrawal permitted under the Member Counties Water Supply Agreement with the Authority and applicable law.

(b) Each Member County shall pay its Entitlement Share of Annual Project Costs set forth in the monthly Billing Statements submitted by the Authority to each Member County in accordance with the provisions of Section 305, hereof, whether or not the Project or any part thereof has been completed, is operating or operable or its output is suspended, interrupted, interfered with, reduced or curtailed or terminated in whole or in part, and such payments shall not be subject to reduction whether by offset or otherwise and shall not be conditional upon the performance or nonperformance by any party of any agreement for any cause whatever.

(c) The Authority and the Member Counties agree that on the last day of the fifty-year term of this Agreement, the right to the Entitlement Share of the Project that each Member County has on the last day of the fifty-year term of the Agreement shall be fully vested in each of the Member Counties; provided, however, that each Member County's right to be vested with its Entitlement Share is

expressly contingent upon the requirement that each Member County is not in default under the Agreement and is a member of the Authority at that time.

Section 307. Pledge of Payments.

All payments required to be made by each Member County pursuant to the provisions of this Article III, and all other payments attributable to the Project or to the Annual Project Costs to be made in accordance with or pursuant to any other provision of this Agreement, shall be pledged to secure the payment of the Authority's Bonds.

Section 308. Payment as Operating Expense of the Member County.

So long as a Member County shall have the right to receive its Entitlement Share from the Project, and the Member County's Entitlement Share of Annual Project Costs is payable, in whole or in part, from the Member County's water system, such costs shall be paid by the Member County as a cost of treatment of purchased water for the Member County's water system and as an expense of operation and maintenance thereof.

ARTICLE IV

ADDITIONAL BONDS

Section 401. Issuance of Additional Bonds.

(a) Additional bonds may be sold and issued by the Authority in accordance with the provisions of the Bond Resolution at any time and from time to time in the event, for any reason, the

proceeds derived from the sale of the initial series of Bonds shall be insufficient for the purpose of completing the Project.

(b) Additional bonds may be sold and issued by the Authority in accordance with the provisions of the Bond Resolution at any time and from time to time in the event funds are required to pay the costs of: (i) any major renewals, replacements, repairs, additions, betterment, or improvements, to the Project necessary, to keep the Project in good operating condition or to prevent a loss of revenues therefrom; and (ii) any major additions, improvements, repairs, or modifications to the Project required by any state or federal agency having jurisdiction over the Project or any facility thereof.

(c) Any such additional Bonds shall be secured by assignment of the payments to be made by the Member Counties pursuant to the provisions of Article III of this Agreement, and all other payments attributable to the Project or to the Annual Project Costs to be made in accordance with or pursuant to any other provision of this Agreement, as such payments may be increased and extended by reason of the issuance of such additional Bonds, and such additional Bonds may be issued in amounts sufficient to pay the full amount of such costs and sufficient to provide such reserves as may be reasonably determined by the Authority to be desirable. Any such additional Bonds issued in accordance with the provisions of this Section 401 and secured by assignment of payments to be made in accordance with the provisions of this Section, may rank *pari passu* as to the security afforded by the provisions of this Agreement between the

Authority and the Member Counties relating to the Project and to the issuance of Bonds therefor with all bonds theretofore issued pursuant to and secured in accordance with the provisions of this Agreement.

Section 402. Issuance of Refunding Bonds.

In the event the Annual Project Costs to the Member Counties for the Project may be reduced by the refunding of any of the Bonds then outstanding or in the event it shall otherwise be advantageous, in the opinion of the Authority, to refund any Bonds, the Authority may issue and sell refunding Bonds to be secured by assignment of the payments to be made by the Member Counties pursuant to the provisions of Article III of this Agreement and the Act, and all other payments attributable to the Project or to the Annual Project Costs to be made in accordance with or pursuant to any other provisions of this Agreement, any such Refunding Bonds issued in accordance with the provision of this Section and secured by assignment of such payments may rank pari passu as to the security afforded by the provisions of this Agreement between the Authority and the Member Counties relating to the Project and to the issuance of Bonds therefor with all bonds theretofore issued pursuant to and secured in accordance with the provisions of this Agreement.

Section 403. Adjustment of Annual Project Costs.

In the event the proceeds derived from the sale of any Bonds issued pursuant to the provisions of this Agreement, the payment of which is secured by assignment of payments made pursuant to the

provisions of this Agreement between the Authority and the Member Counties relating to the Project and to the issuance of Bonds therefore, exceed the aggregate amount required for the purposes for which such Bonds were issued, the amount of such excess shall be used to make up any deficiency then existing in any fund or account under the Bond Resolution in the manner therein provided, and any balance shall be used to retire, by purchase or call and redemption, Bonds in advance of maturity, and in such event the Authority will reduce such elements of Annual Project Costs as are necessary and appropriate to reflect such accelerated retirement.

ARTICLE V

DEFAULT

Section 501. Event of Default.

Failure of any Member County to make to the Authority any of the payments for which provision is made in this Agreement shall constitute a default on the part of such Member County.

Section 502. Continuing Obligation, Right to Discontinue Service.

Notwithstanding any provision of this Agreement to the contrary, in the event of any such default, the Member County shall not be relieved of its liability for payment of the amounts in default, and the Authority shall have the right to recover from the Member County any amount in default. In enforcement of any such right of recovery, the Authority may bring any suit, action, or proceeding in law or in equity, including mandamus and action for specific performance as may be necessary or appropriate to enforce

any covenant, agreement or obligation to make any payment for which provision is made in this Agreement against the Member County, and the Authority may, upon sixty (60) days written notice to the Member County, cease and discontinue providing all or any portion of the Member County's Entitlement Share of the water treatment and transmission services.

Section 503. Levy of Tax for Payment.

In the event of such default by any Member County, the Member County shall provide for the assessment and collection of an annual tax sufficient in amount to provide funds annually to make all payments due under the provisions of this Agreement in each year over the remainder of the life of this Agreement and the Authority shall have the right to bring any suit, action, or proceeding in law or in equity, including mandamus and action for specific performance, to enforce the assessment and collection of a continuing direct annual tax upon all the taxable property within the boundaries of such Member County sufficient in amount to provide such funds annually in each year of the remainder of the life of this Agreement.

Section 504. Transfer of Water Treatment and Transmission Services of the Project Pursuant to Default.

In the event of a default by a Member County, the Authority shall transfer, on a pro rata basis to all other Member Counties which are not in default, the defaulting Member County's Entitlement Share of the output and services of the Project which shall have been discontinued by reason of such default, and the pro rata portion of such Entitlement Share of the defaulting Member

County so transferred shall become a part of and shall be added to the Entitlement Share of each such transferee Member County, and the transferee Member County shall be obligated to pay for its Entitlement Share, increased as aforesaid, as if the Entitlement Share of the transferee Member County, increased as aforesaid, had been stated originally as the Entitlement Share of the transferee Member County in this Agreement with the Authority.

Section 505. Other Default by Member Counties.

In the event of a failure of any Member County to pay all amounts due to the Authority under the Agreement or in the event of a default by the Member County under any other covenant, agreement or obligation of this Agreement, subject to the arbitration permitted in Section 508 hereof, the Authority may bring any suit, action, or proceeding in law or in equity, including mandamus, injunction and action for specific performance, as may be necessary or appropriate to enforce any covenant, agreement or obligation of this Agreement against the Member County.

Section 506. Default by Authority.

In the event of any default by the Authority under any covenant, agreement or obligation of this Agreement, subject to the arbitration permitted in Section 508 hereof, each Member County may bring any suit, action or proceeding in law or in equity, including mandamus, injunction, and action for specific performance as may be necessary or appropriate to enforce any covenant, agreement, or obligation of this Agreement against the Authority. Default by the

Authority shall not relieve any Member County of its liability for payment of amounts specified in Section 305 (b)(1) hereof.

Section 507. Abandonment of Remedy.

In case any proceeding taken on account of any default shall have been discontinued or abandoned for any reason, the parties to such proceedings shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers, and duties of the Authority and the Member County shall continue as though no such proceedings had been taken.

Section 508. Arbitration.

If any disagreement shall arise with reference to any of the terms or conditions of this Agreement, or with reference to any matter connected with this Agreement, except as to the payments required to be made pursuant to the provisions of paragraph 306(b) hereof and the Authority's rights and remedies at law or equity in the event of a Member County's default under this Article, the obligation for which shall be absolute and unconditional as to each Member County, such a disagreement or dispute may be immediately submitted to non-binding arbitration if all parties consent to arbitration. The Member County involved in the dispute with the Authority shall select one (1) arbitrator and the Authority shall select one (1) arbitrator and the two (2) arbitrators selected shall select a third arbitrator; provided that if the two arbitrators first chosen cannot agree on a third, such third arbitrator shall be appointed by the Chief Judges of the Judicial Circuits of the three Member Counties upon application by any of

the parties hereto. In the event that more than one Member County is involved in a dispute with the Authority relating to the same issues, such Member Counties shall have the right to join in the same arbitration proceeding with the Authority but in such event shall join together to select only one (1) arbitrator. The vote of two of the three arbitrators selected shall control. The arbitration shall be non-binding unless all parties to the arbitration agree that it will be binding.

ARTICLE VI

MISCELLANEOUS GENERAL PROVISIONS

Section 601. Character and Continuity of Service.

(a) The Authority may temporarily interrupt or reduce the treatment and transmission of water to the Member Counties if the Authority determines that such interruption or reduction is necessary in case of emergencies or in order to install equipment in or make repairs to or replacements, investigations, and inspections or to perform other maintenance work on the Project. After informing the Member County regarding any such planned interruption or reduction, giving the reason therefor, and stating the probable duration thereof, the Authority will to the best of its ability schedule such interruption or reduction at a time which will cause the least interference with the operations of the Member Counties.

(b) The Authority shall not be required to provide, or be liable for failure to provide, service under this Agreement when

such failure or the cessation or curtailment of or interference with the service is caused by Uncontrollable Forces or by the inability of the Authority to obtain any required governmental approvals to enable the Authority to acquire or construct the Project.

Section 502. Metering.

(a) The Authority reserves the right to provide for installation of meters and will provide or cause to be provided all necessary metering equipment for determining the quantity and conditions of the supply of treated water transmitted by the Authority under this Agreement; provided, however, that each Member County may at its own cost install additional metering equipment to provide a check on that of the Authority.

(b) If any meter used for billing fails to register or is found to be inaccurate, the Authority shall repair or replace such meter or cause it to be repaired or replaced, and an appropriate billing or accounting of output shall be made to the Member County by the Authority based upon the best information available for the period, not exceeding sixty (60) days, during which no metering occurred. Any meter tested and found to be not more than two (2%) percent above or below normal shall be considered accurate insofar as correction of billings is concerned. If, as a result of any test, a meter is found to register in excess of two (2%) percent above or below normal, then the reading of such meter previously taken for billing or accounting of output purposes shall be corrected for the period during which it is established the meter

was inaccurate, but no correction shall be made for any period beyond sixty (60) days prior to the date on which an inaccuracy is discovered by such test.

(c) In addition to such tests as are deemed necessary by the Authority, the Authority shall have any meter tested at any time upon written request of any of the Member Counties and, if such meter proves accurate within two (2%) percent above or below normal, the expense of such test shall be borne by any of the Member Counties requesting the test.

(d) The Authority shall notify the Member Counties in advance of the time of any meter test so that a representative of each of the Member Counties may be present.

Section 603. Liability of Parties.

The Authority and the Member Counties shall assume full responsibility and liability for the maintenance and operation of their respective properties and each shall indemnify and save harmless the other from all liability and expense on account of any and all damages, claims, or actions, including injury to or death of persons arising from any act or accident in connection with the installation, presence, maintenance and operation of the property and equipment of the indemnifying party and not caused in whole or in part by the negligence of the other party; provided that any liability which is incurred by the Authority through the operation and maintenance of the Project and not covered, or not covered sufficiently, by insurance shall be paid solely from the revenues

of the Authority, and any payments made by the Authority to satisfy such liability shall become part of the Annual Project Budget.

Section 604. Other Terms and Conditions.

Service hereunder shall be in accordance with such other terms and conditions as are established as part of the Authority's service rules and regulations adopted pursuant to the Act, which shall not be inconsistent with the provisions of the Act.

Section 605. Assignment of Agreement.

(a) This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties to this Agreement; provided, however, that except as provided in the event of a default, and, except for the assignment by the Authority authorized hereby, neither this Agreement nor any interest herein shall be transferred or assigned by any party hereto except with the consent in writing of all other parties hereto, provided, however, that such consent shall not be withheld unreasonably. No assignment or transfer of this Agreement shall relieve the parties of any obligation hereunder.

(b) The Member Counties acknowledge and agree that the Authority may assign and pledge to the Trustee designated in the Bond Resolution all its right, title, and interest in and to all payments to be made to the Authority under the provisions of Article III of this Agreement and all payments attributable to the Project or to the Annual Project Costs to be made in accordance with or pursuant to any other provision of this Agreement as security for the payment of the principal (including sinking fund

installments) of, and premium, if any, and interest on all the Bonds, and, upon the execution of such assignment and pledge, such Trustee shall have all rights and remedies herein provided to the Authority, and any reference herein to the Authority shall be deemed, with the necessary changes in detail, to include such Trustee which shall be a third party beneficiary of the covenants and agreements of the Member Counties herein contained.

Section 606. Termination or Amendment of Agreement.

(a) This Agreement shall not be terminated by any party under any circumstances, whether based upon the default of any of the other parties under this Agreement or any other instrument or otherwise except as specifically provided in this Agreement.

(b) This Agreement shall not be amended, modified, or otherwise altered in any manner that will adversely affect the security for the Bonds afforded by the provisions of this Agreement covering the treatment and transmission of water hereunder upon which the owners from time to time of the Bonds shall have relied as an inducement to purchase and hold the Bonds. So long as any of the Bonds are outstanding or until adequate provisions for the payment thereof have been made in accordance with the provisions of the Bond Resolution, this Agreement shall not be amended, modified, or otherwise altered in any manner which will reduce the payments pledged as security for the Bonds or extend the time of such payments provided herein or which will in any manner impair or adversely affect the rights of the owners from time to time of the Bonds.

ARTICLE VII

FUTURE PROJECTS UNDERTAKEN BY THE AUTHORITY

Section 701. Future Projects.

The Authority may from time to time conduct studies and negotiations with respect to planning, designing, financing, construction, administering, operating, and maintaining or otherwise acquiring future facilities or rights to the output thereof in addition to those contemplated for the Project, and may make recommendations to the Member Counties that such future facilities be undertaken by the Authority. If the Member Counties wish to participate in and the Authority wishes to undertake any such future facilities, such Member Counties shall execute a Agreement therefor with the Authority.

Section 702. Allocation of Costs.

Until the Authority shall undertake a future project, all general administrative operating and maintenance costs related to the operating and conducting of the business of the Authority shall be treated as Annual Project Costs of the Project and, upon the undertaking by the Authority of a future project, the Authority shall allocate an appropriate share of its administrative and general management expense to such future project. The percentage of the administrative and general management expenses allocated to each Project shall be determined by the Authority.

ARTICLE VIII

SEVERABILITY

In case any one or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid by a court of competent jurisdiction, it is the intention of each of the parties hereto that such illegality or invalidity shall not affect any other provision hereof, but this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein, and this Agreement shall be construed to adopt, but not to enlarge upon, all the applicable provisions of the Constitution and general laws of Georgia, and, if any provisions hereof conflict with any applicable provision of said Constitution or laws, the latter as adopted by the legislature and as interpreted by the courts of this state shall prevail in lieu of any provision hereof in conflict or not in harmony therewith.

IN WITNESS WHEREOF, the Upper Oconee Basin Water Authority of Georgia had caused this Agreement to be executed by its duly authorized officers and, by the execution hereof it is acknowledged that payments made under this Agreement may be assigned, as provided in Section 605(b), hereof, by the Authority to the Trustee to be designated in any Supplemental Bond Resolution as security for the payment of all Bonds of the Authority, as set forth in said Section 605(b), hereof, and the Authority has caused its corporate seal to be hereunto impressed and attested; each of the Member Counties have caused this Agreement to be executed by its duly authorized officers and its corporate seal to be hereunto impressed

EXHIBIT "A"

Example Calculations for Determination of Member County's Share of Debt Service

Component	Total Cost	Example Calculation							
		Breakdown of Project Costs by County Share							
		Barrow County		Jackson County		Oconee County			
Share	Cost	Share	Cost	Share	Cost	Share	Cost		
1. Land for Treatment Facility	\$ 160,000	33.93%	\$ 54,288	44.64%	\$ 71,424	21.43%	\$ 34,288		
2. Raw Water Main to Plant	\$ 112,600	33.93%	\$ 38,205	44.64%	\$ 50,265	21.43%	\$ 24,130		
3. Treatment Facility	\$ 9,250,000	50.00%	\$ 4,625,000	25.00%	\$ 2,312,500	25.00%	\$ 2,312,500		
4. Water Main to Jackson	\$ 225,600	0.00%	-	100.00%	\$ 225,600	0.00%	-		
5. Water Main to Barrow / Oconee	\$ 1,122,600	61.29%	\$ 688,042	0.90%	-	38.71%	\$ 434,558		
6. Water Main to Oconee	\$ 154,200	0.00%	-	0.00%	-	100.00%	\$ 154,200		
Total Project Cost	\$11,025,000		\$ 5,405,535		\$ 2,659,789		\$2,959,677		

Example Calculation of Each County's Percentage of Total Capital Costs

Barrow County: $5,405,535 \div 11,025,000 = 49.03\%$
 Jackson County: $2,659,789 \div 11,025,000 = 24.13\%$
 Oconee County: $2,959,677 \div 11,025,000 = 26.84\%$

and attested, and delivery hereof by the Authority to each of the Member Counties is hereby acknowledge, all as of the day and year first above written.

UPPER OCONEE BASIN WATER AUTHORITY
OF GEORGIA

APPROVED AS TO FORM:

BY: [Signature]
CHAIR

Kathy G. ATKINSON
GENERAL COUNSEL

ATTEST: _____
SECRETARY-TREASURER

(SEAL)

JACKSON COUNTY, GEORGIA

APPROVED AS TO FORM:

BY: [Signature]
CHAIR

[Signature]
COUNTY ATTORNEY

ATTEST: [Signature]
CLERK

(SEAL)

OCONEE COUNTY, GEORGIA

APPROVED AS TO FORM:

BY: [Signature]
CHAIR

[Signature] to David C. Haygood
COUNTY ATTORNEY

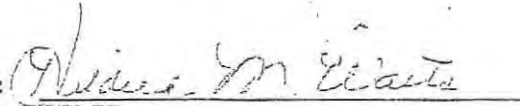
ATTEST: [Signature]
CLERK


(SEAL)

BARROW COUNTY, GEORGIA

APPROVED AS TO FORM:


COUNTY ATTORNEY

BY: 
CHAIR

ATTEST: 
CLERK

(SEAL)

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN
OF BETHLEHEM AND BARROW COUNTY FOR THE
PROVISION OF WATER SERVICES WITHIN BETHLEHEM**

COME NOW, the **TOWN OF BETHLEHEM**, a municipal corporation of the State of Georgia, acting by and through its Mayor and Council (“**BETHLEHEM**”), and **BARROW COUNTY**, a political subdivision of the State of Georgia (“**COUNTY**”), (collectively the “**Parties**”) and hereby enter into this Intergovernmental Agreement for the Provision of Water Services within Bethlehem (the “**Agreement**”), effective as of this 5th day of June, 2023 (the “**Effective Date**”).

WITNESSETH:

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia authorizes a municipality and a county to contract with each other for any period not exceeding fifty (50) years for the provision of services, or for the joint or separate use of facilities or equipment, so long as such contract deals with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, Article IX, Section II, Paragraph III(a) of the Constitution of the State of Georgia provides that any municipality or county may exercise certain identified powers and provide certain identified services, including, among others: development, storage, treatment, purification, and distribution of water (the “**Supplementary Powers Provision**”); and

WHEREAS, Article IX, Section II, Paragraph III(b)(1) of the Constitution of the State of Georgia provides that no county may exercise the powers listed in the Supplementary Powers Provision or provide any service listed therein inside the boundaries of any municipality, except by contract with the affected municipality; and

WHEREAS, BETHLEHEM certifies herein that it has exclusive authority to provide water service and/or enter into agreements for the provision of water service within its municipal boundaries; and

WHEREAS, BETHLEHEM desires to convey to the COUNTY, and the COUNTY desires to obtain from BETHLEHEM, the non-exclusive authority for the COUNTY to provide water service within the municipal boundaries of BETHLEHEM, which services shall include, but not be limited to, the treatment and delivery of potable water to retail water customers and all pertinent billing and collection for such services; and

WHEREAS, this Agreement is necessary to set forth the terms and conditions pursuant to which the COUNTY is provided the non-exclusive authority to provide water service within the municipal boundaries of BETHLEHEM, including, but not limited to, the COUNTY'S ability to bill customers and pursue and secure payment from such customers.

NOW, THEREFORE, in consideration of the mutual promises of the Parties and the mutual benefits flowing from each Party to the other, and other good and valuable consideration

exchanged, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the above recitals and as follows:

ARTICLE I

SCOPE OF SERVICES

Section 1.0 Scope of Services

The Parties agree that this Agreement will apply to and govern the COUNTY'S provision of water service to properties located within the municipal boundaries of BETHLEHEM (the "Retail Water Customers") upon the request of the Retail Water Customers and the agreement of the COUNTY to provide service.

Section 1.1 Agreement to Provide Water Services

The COUNTY hereby agrees to provide water service to Retail Water Customers within the municipal boundaries of BETHLEHEM, as described in Section 1.2 below, at such rates as are determined by the COUNTY from time to time and to submit invoices (or contract for submission of invoices) related to such Service(s) directly to the recipients thereof. All infrastructure and interests in land owned by the COUNTY and directly and exclusively associated with the provision of water service in the municipal boundaries of BETHLEHEM shall remain the property of the COUNTY, and the COUNTY shall have the authority to adopt regulations, and/or to include requirements in any agreement with Retail Water Customers, governing matters including, but not limited to, usage requirements related to the provision of water service and the COUNTY'S water infrastructure. The COUNTY further agrees that the rates charged to Retail Water Customers within the municipal boundaries of BETHLEHEM will not be greater than the rates charged to similarly situated Retail Water Customers within same classification within the unincorporated portions of the COUNTY based upon their incorporated or unincorporated status.

Section 1.2 Services to be Provided

The COUNTY has the authority, but not the responsibility, to provide Water Service to the Retail Water Customers. Upon request by any Retail Water Customer, the COUNTY shall have the sole discretion to determine whether provision of the water service to the requesting Retail Water Customer is feasible and in the COUNTY'S best interest. At the mutual agreement between the Retail Water Customer and the COUNTY, and subject to any agreement that may be executed by the COUNTY and the Retail Water Customer, outlining the terms of such service, the COUNTY agrees to provide, and is hereby granted authority to provide the transmission and provision of water to Retail Water Customers and all related water services associated with the construction and maintenance of necessary infrastructure, the delivery and treatment of potable water, billing, collection, and remittance (collectively referred to as the "Water Service") within the municipal boundaries of BETHLEHEM. Specifically, the COUNTY will provide the following:

- (a) Furnish Water Service within the municipal boundaries of BETHLEHEM, read all water meters, and keep all records incidental to the Water Service provided by the COUNTY in

accordance with all applicable State and COUNTY standards regarding same; provided that the COUNTY is not obligated to install water infrastructure on property within the municipal boundaries of BETHLEHEM where such installation is typically completed by the owner, tenant, or developer of the property or where determined infeasible or unreasonable by the COUNTY in its sole discretion;

- (b) Issue bills, either by paper or electronically, to each Retail Water Customer, for the payment of water service fees in accordance with all applicable laws and regulations, as may be amended;
- (c) Collect fees from the Retail Water Customers for Water Service that the COUNTY provides in accordance with the terms of Article II of this Agreement;
- (d) Keep accurate records and accounts for each Retail Water Customer for all Water Service provided to such Retail Water Customers by the COUNTY pursuant to this Agreement;
- (e) Provide each Retail Water Customer, upon request, with full and complete reporting of such account information maintained by the COUNTY regarding the delivery of water service pursuant to this Agreement; and
- (f) Maintain, test, repair, and/or replace defective water infrastructure on a basis consistent with those policies generally employed by the COUNTY for the delivery of Water Service.

ARTICLE II

BILLING, COLLECTION, AND REMITTANCE FOR WATER SERVICES

Section 2.0 Billing Responsibility

The Parties acknowledge that the COUNTY shall be solely responsible for the issuance of invoices to Retail Water Customers to whom the COUNTY provides Water Service. Additionally, the Parties further acknowledge that all payments for Water Service provided by the COUNTY shall be made solely and exclusively to the COUNTY. The COUNTY may opt in its sole discretion to retain the services of a billing company.

Section 2.1 Authority to Collect

The Parties acknowledge that BETHLEHEM shall bear no liability for unpaid or past due amounts due to the COUNTY for Water Service provided pursuant to this Agreement, except in instances where BETHLEHEM facilities/properties are directly receiving water service from the COUNTY. The COUNTY shall have any and all authority provided or allowed by law to pursue and collect such payments by using the same procedures and protocols as employed by the COUNTY for the collection of unpaid or past due amounts on accounts from other customers to whom the COUNTY provides water service, including, but not limited to, notices, service cut-offs, placement of liens, use of outside debt collection agencies, account balance write-offs, and other applicable collection methods utilized in accordance with industry and COUNTY standards. The

Parties agree that the collection efforts for such unpaid or past due accounts, including all legal and equitable remedies, shall be the right and obligation of the COUNTY (or the entity providing such services on behalf of the COUNTY via contract), and BETHLEHEM agrees not to interfere with or impede such collection efforts.

Section 2.2 Enforcement of Ordinances

BETHLEHEM shall allow the COUNTY to enforce all applicable COUNTY ordinances, rules, and regulations regarding Water Service (including, but not limited to, any such ordinances prohibiting unauthorized or illegal use of the water system). Moreover, BETHLEHEM shall take no action to impair, impede, or interfere with the COUNTY'S enforcement of all applicable ordinances, rules, and regulations regarding Water Service.

ARTICLE III

TERMINATION OF SERVICES

Section 3.0 Right to Terminate Water Services

With respect to the termination of water service to Retail Water Customers located in the Service Area for non-payment, the COUNTY will follow those same policies and procedures governing the termination of water service to other customers to whom the COUNTY provides water service. BETHLEHEM agrees to honor any such action by the COUNTY.

ARTICLE IV

TERMS OF AGREEMENT

Section 4.0 Fifty-Year Term

The Term of this Agreement shall commence upon the Effective Date and shall continue for a period of fifty (50) years, as allowed by Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, or until otherwise amended, modified and/or terminated by and between the Parties. Prior to the expiration of the term of this Agreement, the Parties hereby agree to use their best efforts to renegotiate this Agreement so as to arrive at terms pursuant to which properties in the municipal boundaries of BETHLEHEM will continue to be provided Water Service.

ARTICLE V

TERMINATION OF AGREEMENT

Section 5.0 Right to Terminate

This Agreement may not be terminated by any Party prior to its stated expiration date, unless by mutual action of the parties consenting to such termination, provided that, should any dispute arise related to this Agreement, the Parties agree to engage in the Alternative Dispute Resolution process described in Section 5.1

Section 5.1 Alternative Dispute Resolution

If any disputes or issues arise in connection with this Agreement that cannot be resolved amicably, then either of the Parties shall have the right to request the other to participate in non-binding mediation. The mediator shall be mutually agreed upon, and the costs of the mediator shall be shared equally between the Parties. In the event mediation is not requested, unsuccessful or deemed futile, the Parties shall each be entitled to pursue all available remedies at law or equity.

ARTICLE VI

GENERAL PROVISIONS

Section 6.0 Enforcement; Waiver

The failure on the part of any Party to enforce any provision of this Agreement shall not be construed as a waiver of that Party's rights to enforce such provisions in the future. A waiver of any term of this Agreement on the part of any Party in one case shall not be construed as a waiver in any other and shall not affect any other term of this Agreement.

Section 6.1 Assignment

Except as otherwise specifically allowed in this Agreement, this Agreement shall not be assigned by any Party without the prior written consent of the other Party.

Section 6.2 Binding Effect

This Agreement shall inure to the benefit of, and be binding upon, the COUNTY's and BETHLEHEM's respective successors, heirs and assigns.

Section 6.3 Entire Agreement

This Agreement contains the entire agreement between the Parties hereto and supersedes all previous or contemporaneous communications, representations, or agreements pertaining to the subjects addressed herein.

Section 6.4 Recordkeeping

The Parties agree that the public shall have access, at all reasonable times, to all documents and information pertaining to the services provided hereunder, subject to the provision of O.C.G.A. § 50-18-70, et seq., and the COUNTY agrees to require any independent contractor providing services hereunder to allow access by BETHLEHEM and the public to all documents subject to disclosure under applicable law. The COUNTY further agrees to require any independent contractor providing services hereunder to retain all public records in accordance with applicable

records retention and disposal requirements, including, but not limited to, O.C.G.A. § 50-18-90, et seq., and the Georgia Administrative Code.

Section 6.5 Notices

All notices, requests, demands, writings, approvals, consents, waivers or other communications required by this Agreement shall be in writing and shall be deemed received, and shall be effective when (1) personally delivered, or (2) on the third calendar 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 Party at the addresses provided below or at a substitute address previously furnished to the other Party by written notice in accordance herewith.

Notices required to be given to BETHLEHEM pursuant to this Agreement shall be addressed as follows:

Mayor
Bethlehem City Hall
750 Manger Ave.
Bethlehem, Georgia 30620

Notices required to be given to the COUNTY pursuant to this Agreement shall be addressed as follows:

Chairman
Barrow County Board of Commissioners
Historic Courthouse
30 N. Broad Street
Winder, Georgia 30680

Section 6.6 Governing Law

This Agreement shall be construed and governed in accordance with the laws of the State of Georgia. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control.

Section 6.7 No Third-Party Rights

This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third-parties with any remedy, claim, liability, reimbursement, cause of action, or other right.

Section 6.8 Uncontrollable Circumstances

The performance or non-performance of any term or provision of this Agreement shall be excused if the Party is reasonably precluded from such performance by the occurrence of an uncontrollable circumstance. Such excuse of performance or non-performance shall be only to the

minimum extent reasonably forced on such Party by such event, and that Party shall continue to perform all other duties and responsibilities hereunder. A Party relying on the occurrence of an uncontrollable circumstance as an excuse for non-performance of a duty required by this Agreement shall, as soon as is reasonably possible upon becoming aware of such an event and its consequences, notify the other Party of same and shall take all reasonable efforts to eliminate the cause of such non-performance and to resume full performance in accordance with this Agreement.

Section 6.9 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall constitute an original. It shall not be necessary that each signatory sign the same counterpart, provided, however, that each has signed an identical counterpart.

Section 6.10 Authority to Enter into Agreement

Each of the individuals who execute this Agreement on behalf of the respective Parties agrees and represents that it is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or board in accordance with all applicable laws. The Parties hereto agree that this Agreement is an intergovernmental contract, and is entered into pursuant to Article IX, Section III, Paragraph 1 of the Constitution of the State of Georgia of 1983.

Section 6.11 Amendment to Service Delivery Strategy

Each Party agrees to cooperate fully with the other in amending the Service Delivery Strategy (required pursuant to O.C.G.A. § 36-70-20, et seq.), to the extent such amendment is necessary as a result of this Agreement.

Section 6.12 Severability

If one or more of the provisions of this Agreement is held or declared to be illegal or invalid, that illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement will be construed and enforced as if the illegal or invalid provision had not been contained in it.

Section 6.13 Title VI and E-Verify Compliance

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Parties agree that, during performance of this Agreement, the Parties, for themselves, their assignees and successors in interest, will not discriminate against any employee or applicant for employment, any contractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, the Parties agree to comply with all applicable implementing regulations. Further, pursuant to O.C.G.A. § 13-10-91, the Parties agree to comply with E-Verify requirements and, as deemed appropriate or required, shall provide evidence that it and its

subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period. The above requirements are intended to be in conformance with the requirements of State and federal law and shall be construed to be in conformity with those laws.

Section 6.14 Section Headings

All section headings herein are inserted for convenience and ease of reference purposes only and in no way define, limit, or describe the scope or intent thereof, or of this Agreement, or in any way affect this Agreement.

Section 6.15 Agreement Construction and Interpretation

Each Party represents that it has reviewed and become familiar with this Agreement and has notified the other Party of any discrepancies, conflicts or errors herein. The Parties hereto agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement. In the interest of brevity, the Agreement may omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

Section 6.16 Use of Singular and Plural

Words or terms used as nouns in the Agreement shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires contrary meaning.

[remainder of this page intentionally left blank]

[signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed under seal effective as of the Effective Date first above written.

TOWN OF BETHLEHEM, a Georgia municipal corporation

By: Sandy McNab
Sandy McNab, Mayor

ATTESTED:

Kathy Bridges
Kathy Bridges, Town Clerk

[affix town seal]



BARROW COUNTY, a political subdivision of the State of Georgia

By: _____
Pat Graham, Chairman

ATTESTED:

By: _____
Vickie Short, County Clerk

[affix county seal]

STATE OF GEORGIA

COUNTY OF BARROW

WATER PURCHASE AGREEMENT

This Agreement is made and entered into effective this 6th day of July, 2023 (the "Effective Date"), by and between BARROW COUNTY, a political subdivision of the State of Georgia (herein sometimes called "BARROW"), and the CITY OF AUBURN, a municipal corporation of the State of Georgia (herein sometimes called "AUBURN"). BARROW and AUBURN may be referred to collectively herein as the "Parties" or individually as a "Party."

Witnesseth:

WHEREAS, AUBURN is organized and established under the laws of Georgia with the authority to operate a water system for the purpose of serving water users. BARROW is also authorized to provide such service and does provide such service through its water system and by operating the Barrow County Water and Sewerage System. The Parties are authorized under Article IX, Section III, Paragraph I of the Georgia Constitution to enter into this Agreement for the provision of water service; and

WHEREAS, the Parties hereto desire to enter into an Agreement for the sale and purchase of potable water and to set forth the terms and conditions for the sale thereof.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto intend to be legally bound, and do agree as follows:

1. **Allocation**. The above recitals are made a part of this Agreement. BARROW agrees to make available to AUBURN at the hereinafter described Points of Delivery, during the term of this Agreement or any renewal or extension thereof, potable water meeting applicable quality standards of the Georgia Department of Health and the Georgia Department of Natural Resources, Environmental Protection Division in such quantity and at such prices as specified hereinafter in this Agreement. Likewise, AUBURN agrees to make available to BARROW at the hereinafter described Points of Delivery, during the term of this Agreement or any renewal or extension thereof, potable water meeting applicable quality standards of the Georgia Department of Health and the Georgia Department of Natural Resources, Environmental Protection Division in such quantity and at such prices as specified hereinafter in this Agreement.
2. **Firm Quantity of Water**. Commencing on the Effective Date of this Agreement and continuing for a maximum period of ten (10) years (the "Term"), BARROW agrees to make available to AUBURN at the hereinafter described Points of Delivery, potable water in the firm quantity of a minimum of 500,000 gallons per day (GPD) and a minimum of 15,000,000 gallons per month, whichever is greater until AUBURN completes the construction of its water treatment plant. When the AUBURN treatment plant becomes

operational, from that date until the end of the Term, the firm minimum quantity AUBURN agrees to purchase shall be changed to 50,000 gallons per day (GPD). The parties further agree that once AUBURN's treatment plant is operational, each party may purchase water from the other on a temporary emergency basis, subject to supply availabilities, in quantities not greater than 866,000 gallons per day (GPD) to meet extraordinary or emergency needs. Such purchases shall be made at the same rates as those in effect at the time of purchase as described herein. AUBURN shall notify BARROW, in writing, when its treatment plant becomes operational.

3. **Points of Delivery, Pressure, and Booster Pump.** The Points of Delivery for the purposes of this Agreement shall all be metered interconnects between AUBURN's water system and BARROW's water system. At no time shall the residual water pressure on the BARROW COUNTY side of the meter be allowed to be lower than 20 PSI (pounds per square inch) due to the combined operations of BARROW and AUBURN. The point of delivery is located at the connection point of the AUBURN water system and the Barrow County line and the Parties acknowledge that the ultimate delivery pressure will be dependent on Bear Creek water supply pressure. BARROW reserves the right to change or omit any Points of Delivery, in BARROW's sole discretion, provided that the minimum GPD allocations are met for any water purchased by AUBURN from BARROW.
4. **Required Disconnections and Water System Improvements.** AUBURN shall be disconnected from, and shall cease all use of, BARROW's booster pump at the Carl Bethlehem connection point no later than thirty (30) days from the Effective Date of this Agreement, unless a reasonable time beyond thirty (30) days is agreed upon by the Parties in writing. Additionally, AUBURN shall undertake to initiate and complete necessary infrastructure system improvements including but not limited to the following:
 - a. Improvements necessary to effectively deliver water throughout AUBURN's water system, to both tanks, anticipating a single operational supply point from BARROW.
 - b. Address supervisory control and data acquisition (SCADA) system improvements in order to provide independent monitoring of AUBURN water tank levels and operation of AUBURN's water system within thirty (30) days of the Effective Date of this Agreement, unless a reasonable time beyond thirty (30) days is agreed upon by the Parties in writing.
 - c. As an alternative to the requirement that AUBURN disconnect from BARROW's booster pump at the Carl Bethlehem connection point within thirty (30) day from the Effective Date hereof as required above, the City may within such 30-day timeframe, submit preliminary plans to BARROW for a City-owned pump station for delivery of water from BARROW's ground storage facility. The permanent pump station must be in place and operational and AUBURN shall be disconnected from BARROW's booster pump at the Carl Bethlehem connection point no later than twenty-four (24) months from the Effective Date hereof.

5. **Supplemental Supply of Water.** AUBURN may purchase from BARROW additional potable water in excess of the minimum GPD established in paragraph 2 of this Agreement based on the availability of such additional water at BARROW's discretion. If BARROW agrees to provide such additional water, AUBURN shall pay for such additional water at the rates set forth in this Agreement. Each Party agrees to act in good faith in its determination of the availability of water.
6. **Billing Procedure.** BARROW will furnish AUBURN at its address stated in paragraph 13 below, a monthly itemized invoice of the amount of water provided from BARROW to AUBURN and the amount owed to BARROW under this Agreement for such water. The standard billing procedures of BARROW shall apply and AUBURN shall fully satisfy such invoices in full within thirty (30) days of BARROW mailing of same to AUBURN. Invoices may be delivered by hand-delivery, electronic mail or U.S. certified mail, return receipt requested, and shall be addressed and delivered at the address set forth below.
7. **Metering Equipment.** The Parties agree that the Parties will provide sufficient metering equipment needed under this Agreement. Both Parties have the right, at any time and at the testing Parties' expense, to test the accuracy of any meter at any Point of Delivery. A meter registering not more than two percent above or below the test results, shall be deemed to be accurate. The previous reading of any meter disclosed by test to be inaccurate shall be corrected for the three (3) months previous to such test in accordance with the percentage of inaccuracy found by such test. If any meter fails to register for any period, the amount of water furnished during such a period shall be deemed the average amount of water delivered during the three (3) month period immediately prior to the failure, unless the parties at a reasonable time shall have access to the meter for purpose of reading same.
8. **Term of Agreement; Termination for Convenience.** The Term of this Agreement will be for ten (10) years beginning from the date of the last party's execution of the Agreement. Each Party shall have the right to terminate this Agreement for convenience at any time with a minimum of ninety (90) days written notice to the other Party.
9. **Failure to Deliver.** BARROW and AUBURN will at all times operate and maintain their respective water systems in a reasonable and professional manner, consistent with industry standards, and each Party will take such actions as may be necessary to furnish and accept the minimum quantities of water required by this Agreement. Temporary or partial failure to deliver water shall be remedied by BARROW with all possible dispatch. In the event of an extended shortage of water beyond the control of BARROW, the supply of water to AUBURN may be reduced or diminished, but only in the same ratio or proportion as the supply to BARROW's customers is reduced or diminished. To the extent that AUBURN is unable to receive its allotment of water due to a system failure or needed system improvement in AUBURN's water system, it shall not be deemed a failure to deliver and BARROW shall be relieved of its obligations under this Agreement until such time as the necessary system failure or needed system improvement is accomplished to allow for the receipt of water from BARROW.

10. Price of Water. Except as otherwise provided below, the purchase price of water supplied by BARROW to AUBURN under this Agreement will be \$4.30 per 1,000 gallons. AUBURN shall not pay less than a monthly minimum charge which shall be equivalent to the cost of purchasing the minimum monthly volume of water established herein (the "Monthly Minimum"). This Monthly Minimum shall be paid whether or not AUBURN actually receives the average number of gallons per day (GPD) of potable water during the 30-day period, and even if AUBURN receives no water at all. In April of each year of the Term, BARROW will review the purchase rate and may increase such rate as needed in response to changes in the uniform rate from the Upper Oconee Basin Water Authority ("UOBWA") and/or other factors that impact the cost to provide water. Notice of any rate increase shall be given to AUBURN no later than the following first day of June each year. Rate adjustments based on such review will be applicable beginning on the following first day of July each year. Notwithstanding the annual rate review process described above, if at any time the UOBWA increases BARROW's cost of purchasing water, drought procedures require a premium charge on water, and/or any other issue occurs that impacts BARROW's cost of purchasing and/or providing water, BARROW may impose a rate increase to meet the increased costs on a temporary or permanent basis as is applicable depending on the exigent circumstance causing the increased cost, which rate increase will be effective immediately. The purchase price of water supplied by AUBURN to BARROW during the term of this Agreement shall be equal to the rate charged by BARROW to AUBURN. If BARROW is unable to provide the required Monthly Minimum to AUBURN during a 30-day period due to a system failure on the part of BARROW or inability to produce the required GPD, then, in that event, AUBURN shall be responsible to pay only for the amount of actual GPD supplied during the period.

Additionally, for each month that the AUBURN water system improvements detailed in paragraph 4 above remain incomplete, the purchase price of water supplied by BARROW to AUBURN under this Agreement will be \$5.53 per 1,000 gallons and the "Monthly Minimum" referenced above shall be calculated accordingly during such time. All other terms stated above shall apply.

11. Payment. If either Party fails to fully satisfy any invoice for any water delivered to the Party by the other Party within the period herein provided, then the non-defaulting Party shall have the right to declare a default and cease delivering water to the other Party, provided the non-defaulting Party first provides at least fifteen (15) days' notice of default to the other Party who shall then have the right to cure the default by payment of all past due amounts, including a penalty of two (2%) percent per month of all amounts remaining past due, within such fifteen (15) day period.

The obligation of either Party to pay for water delivered under this Agreement shall never be construed to be a debt of the Party requiring it to levy and collect a tax to discharge the same, but shall be an operating charge of its water system ranking equally to charges for salaries, wages and other operating expense of such system. Both Parties shall, at all times, establish, maintain, prescribe and collect fees, tolls and charges for water facilities furnished to its customers sufficient to provide funds for the payment of all obligations of the Party under this Agreement.

12. **Rules and Regulations.** This Agreement shall be subject to all State and Federal regulations or laws as may be applicable, and BARROW and AUBURN will cooperate to obtain any permits, certificates and the like, as may be required to comply therewith, though the costs associated with obtaining any requisite permit, certificate, and the like shall be the responsibility of the Party that requires such in order to meet its obligations under this Agreement. AUBURN agrees to comply with all rules and regulations which BARROW now or may in the future, impose on its water customers. These rules and regulations may include, but shall not be limited to, any imposed water reduction requirements or such emergency measures as bans on water sprinkling, hydrant flushing, car washing and similar issues. Any premium purchase fees or penalties imposed on BARROW for violation of any required water reduction or restriction or any emergency measures that are caused by or result from AUBURN's water use hereunder shall be passed through to, and shall be paid by, AUBURN.

13. **Notice.** All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and hand-delivered or sent by US certified mail, return receipt requested, and shall be addressed and delivered to each Party at the address set forth below. By giving prior written notice thereof, either Party may from time to time and at any time change its address for notices hereunder.

Barrow County Board of Commissioners
30 North Broad Street
Winder, Ga. 30680

City of Auburn
1 Auburn Way
Auburn, Ga. 30011

14. **Georgia Law.** It is the intention of the Parties that the laws of the State of Georgia shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights or duties of the Parties.

15. **Cooperation.** On and after the date of this Agreement, either Party shall at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intention of this Agreement.

16. **Power.** The Parties signing this Agreement hereby state that they have the power to do so on behalf of the entity for which they are signing.

17. **Binding Effect.** This Agreement shall be binding upon the Parties hereto and their assigns, and successors in office.

- 18. Cumulative.** Except as expressly limited by the terms of this Agreement, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or inequity.
- 19. Force Majeure.** In case by reason of force majeure, any 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. Such Party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein, shall mean act(s) of God, strikes, lockout(s) or other industrial disturbance(s), act(s) of a public enemy, order(s) of any kind of the Government of the United States, of the State of Georgia or any civil or military authority, insurrections, riots, epidemics, landslide, lightening, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of Government and people, civil disturbances, explosions, breakage or accident(s) to machine or pipelines, or any other cause(s) outside the parties control which prevent performance under this agreement. Should interruptions and or lowering of pressure occur by reason of force majeure, each Party shall be foreclosed from any action against the other and shall hold the other Party harmless from any fees including attorney's fees and court costs incurred from any action by one or more of the Parties customers.
- 20. Supersede.** This Agreement shall supersede and replace all letters, memoranda, or other letters or documents signed by the Parties hereto with respect to the sale of potable water between BARROW and AUBURN.
- 21. Water Supply.** AUBURN is aware BARROW has limited control over any source of water, therefore if for any reason BARROW does not receive the expected amount of water from the Bear Creek Treatment Facility, BARROW may reduce the amount of water to be furnished to AUBURN under this Agreement. In the event of such a reduction, or any reduction due to force majeure, BARROW shall immediately notify AUBURN and shall act in good faith and not unduly reduce the amount of water furnished under this Agreement to AUBURN.

(remainder of this page intentionally left blank)

(signature page follows)

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals effective as of the date first above written.

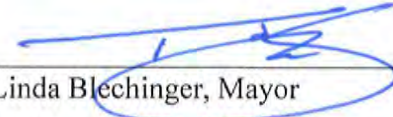
BARROW COUNTY, GEORGIA

By: 
Pat Graham, Chairman

Attest: 
Vickie Short, County Clerk



CITY OF AUBURN, GEORGIA

By: 
Linda Blechinger, Mayor *Taylor Sisk, Mayor Pro Tempore*

Attest: 
Joyce Brown, City Clerk



STATE OF GEORGIA
COUNTY OF BARROW

WATER PURCHASE CONTRACT

This Agreement is made and entered into effective this 25th day of April, 2023, by and between the **BARROW COUNTY**, a political subdivision of the State of Georgia (herein sometimes called "BARROW COUNTY"), and the **TOWN OF BRASELTON**, a municipal corporation of the State of Georgia (herein sometimes called "TOWN OF BRASELTON"). **BARROW COUNTY** and the **TOWN OF BRASELTON** may be referred to collectively herein as the "Parties" or individually as a "Party."

Witnesseth:

WHEREAS, the **TOWN OF BRASELTON** is organized and established under the laws of Georgia for the purpose of serving water users, **BARROW COUNTY** is authorized to provide such service, and the Parties are authorized under Article IX, Section III, Paragraph I of the Georgia Constitution to contract for the provision of water service;

WHEREAS, the Parties hereto desire to enter into an Agreement for the sale and purchase of potable water and to set forth the terms and conditions for the sale thereof;

WHEREAS, **BARROW COUNTY** will be the wholesale seller of water; and

WHEREAS, **TOWN OF BRASELTON** will be the wholesale purchaser of water.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto intend to be legally bound, and do agree as follows:

1. **Allocation.** The above recitals are made a part of this contract. **BARROW COUNTY** agrees to make available to the **TOWN OF BRASELTON** at the hereinafter referred to point of delivery, during the term of this contract or any renewal or extension thereof, potable water meeting applicable purity standards of the Georgia Department of Health and the Georgia Department of Natural Resources, Environmental Protection Division in such quantity and at such prices as specified hereinafter in this contract.
2. **Quantity of Water.** Except as qualified below, commencing on the effective date of this contract and continuing for a period of ten (10) years, and as this contract may thereafter be extended, **BARROW COUNTY** agrees to make available to the **TOWN OF BRASELTON** at the designated point of delivery hereinafter specified, potable water in quantity of 200,000 GPD (gallons per day) or as determined on a monthly basis minimum 6,000,000 gallons per month. Notwithstanding anything herein to the contrary, **BARROW COUNTY** shall have no requirement to provide any amount of water at any rate that may jeopardize **BARROW COUNTY's** water system.

Additionally, BARROW COUNTY's obligation to provide water hereunder at the full minimum rate stated above is contingent on the completion of necessary water system facility upgrades and modifications. Until such time as these upgrades and modifications are completed, the Parties agree that BARROW COUNTY will only provide an average of 100,000 GPD to the TOWN OF BRASELTON.

3. **Points of Delivery and Pressure.** At no time shall the residual water pressure on the BARROW COUNTY side of the meter be allowed to be lower than 20 PSI (pounds per square inch) due to the combined operations of BARROW COUNTY and TOWN OF BRASELTON. The point of delivery is located at the connection point of the TOWN OF BRASELTON water system and BARROW COUNTY line.
4. **Supplemental Supply of Water.** The TOWN OF BRASELTON may purchase from BARROW COUNTY additional potable water in excess of the daily firm quantity established in paragraph 2 of this contract based on the availability of such additional water. BARROW COUNTY agrees to said excess water purchases; TOWN OF BRASELTON shall pay for such excess water at the rates subsequently set forth in this contract.
5. **Billing Procedure.** BARROW COUNTY will furnish the TOWN OF BRASELTON at its address stated in paragraph 13 below, a monthly itemized invoice of the amount of water provided from BARROW COUNTY to the TOWN OF BRASELTON and the amount owed to BARROW COUNTY from the TOWN OF BRASELTON under this contract for such water. The standard billing procedures of BARROW COUNTY shall apply, and the TOWN OF BRASELTON shall fully satisfy such invoices in full within thirty (30) days of BARROW COUNTY mailing of same to the TOWN OF BRASELTON.
6. **Metering Equipment.** The parties agree that BARROW COUNTY will provide sufficient metering equipment needed under this contract near the end of the existing BARROW COUNTY line in BARROW COUNTY, Georgia. A meter registering not more than two percent above or below the test results, shall be deemed to be accurate. The previous reading of any meter disclosed by test to be inaccurate shall be corrected for the three (3) months previous to such test in accordance to the percentage of inaccuracy found by such test. If any meter fails to register for any period, the amount of water furnished during such a period shall be deemed the average amount of water delivered during the three (3) month period immediately prior to the failure, unless BARROW COUNTY and TOWN OF BRASELTON at a reasonable time shall have access to the meter for purpose of reading same. The metering equipment shall be tested and calibrated within 90 days of execution of this agreement, subsequently every other year.

7. **Term of Agreement.** In compliance with O.C.G.A. 36-1-26 (1), this Water Service Agreement will be for ten (10) years and shall be in full force and effect for a period ending APRIL 25th, 2033.

Either party may limit the term to only five (5) years and opt out of the remaining five (5) years of the Term of the agreement by providing notice to the other Party of such termination not less than ninety (90) days prior to the 5-year anniversary of the agreement.

Either party may limit the term to only eight (8) years and opt out of the remaining two (2) years of the Term of the agreement by providing notice to the other Party of such termination not less than ninety (90) days prior to the 8-year anniversary of the agreement.

Prior to the completion of the ten (10) year term, in accordance with O.C.G.A. § 36-1-26 limiting the Term of this Agreement to a maximum of ten (10) years, should the Parties agree to continue the provision of water from BARROW COUNTY to the TOWN OF BRASELTON, the Parties hereto must enter into a new agreement at that time.

8. **Failure to Deliver.** BARROW COUNTY will at all times, operate and maintain its water system in a reasonable and professional manner, consistent with industry standards, and will take such actions as may be necessary to furnish the TOWN OF BRASELTON with the minimum quantities of water required by this contract. Temporary or partial failure to deliver water shall be remedied by BARROW COUNTY with all possible dispatch. In the event of an extended shortage of water beyond the control of BARROW COUNTY, or the supply of water available to BARROW COUNTY is otherwise diminished over an extended period of time, the supply of water to TOWN OF BRASELTON's customers shall be reduced or diminished in the same ration or portion as the supply to BARROW COUNTY customers is reduced or diminished.
9. **Price of Water.** The purchase price of water supplied under this contract will be determined by BARROW COUNTY subject to availability of water from BARROW COUNTY and provision of wholesale water to BARROW COUNTY'S wholesale water customers with minimum purchase obligations. Until such rate may be modified as provided herein, the price of water shall be set at \$ 2.80 per 1,000 gallons. Except as qualified below, the TOWN OF BRASELTON shall not pay less than a monthly minimum charge which shall be equivalent to the cost of purchasing 200,000 gallons of water per day at the set rate for K/gal per 30-day period (or, as determined on a minimum monthly basis, 6,000,000 gallons per month). This monthly charge shall be paid whether or not the TOWN OF BRASELTON purchases an average of 200,000 GPD of potable water. In April of each year of the Term, BARROW COUNTY will

review the rate and increase such rate as needed in response to changes in the uniform rate from the Upper Oconee Basin Water Authority ("UOBWA"). Rate adjustments based on such review will be applicable beginning on the following first day of July. As stated in paragraph 2 above, until certain water facility upgrades and modifications are made to BARROW COUNTY's water distribution system, BARROW COUNTY can only provide an average of 100,000 GPD or, as determined on a minimum monthly basis, 3,000,000 gallons per month; therefore, during such time, the TOWN OF BRASELTON shall only be required to pay a monthly minimum charge which is equal to the cost of purchasing 100,000 gallons of water per day at the set rate for K/gal per 30-day period. However, the TOWN OF BRASELTON shall be required to pay for all water pulled above the minimum on a per 1,000-gallon basis at the rate stated above. Once BARROW COUNTY determines that its system can accommodate a 200,000 GPD average, BARROW COUNTY will notify the TOWN OF BRASELTON accordingly and the TOWN OF BRASELTON shall begin paying the higher monthly minimum fee beginning the next calendar month.

If BARROW COUNTY is unable to provide the required minimum GPD to the TOWN OF BRASELTON due to a system failure or inability to produce the required GPD of the Take or Pay Clause, then, in that event, the TOWN OF BRASELTON shall only be responsible to pay for the amount of actual GPD supplied.

If at any time during the term of this contract, the BARROW COUNTY's cost for treated water from the Upper Oconee Basin Water Authority or the cost to deliver wholesale water change, the price will be adjusted by the required percentage rate to reflect such change after 30 days' written notice from BARROW COUNTY to the TOWN OF BRASELTON of such change.

10. **Payment.** If the TOWN OF BRASELTON fails to fully satisfy any invoice for any water delivered to the TOWN OF BRASELTON by BARROW COUNTY within the period herein provided, then BARROW COUNTY shall have the right to cease delivering water to the TOWN OF BRASELTON at any time it elects to do so, provided BARROW COUNTY first provides at least fifteen (15) days' notice of intent to do so to the TOWN OF BRASELTON and the TOWN OF BRASELTON fails to cure all past due amounts, including a penalty of two percent (2%) per month of all amounts remaining past due, within such fifteen (15) day period.

The obligation of the TOWN OF BRASELTON to pay for water delivered under this agreement shall never be construed to be a debt of the TOWN OF BRASELTON requiring it to levy and collect a tax to discharge the same but shall be an operating charge of its water system ranking equally to charges for salaries, wages and other operating expense of such system. The TOWN OF BRASELTON shall, at all times, establish, maintain, prescribe and collect fees, tolls and charges for water facilities

furnished to its customers sufficient to provide funds for the payment of all obligations of the TOWN OF BRASELTON under this agreement.

11. **Rules and Regulations.** This contract is subject to the same rules, regulations or laws as may be applicable to similar agreements in this State, and BARROW COUNTY and the TOWN OF BRASELTON will collaborate and obtain such permits, certificates and the like, or as may be required to comply therewith. The TOWN OF BRASELTON agrees to comply with all rules and regulations, which BARROW COUNTY has now or may in the future, impose on its water customers. These rules and regulations may include, but shall not be limited to, any imposed water reduction requirements or such emergency measures as bans on water sprinkling, hydrant flushing, car washing and similar issues. Any fees or penalties imposed on BARROW COUNTY for violation of any required water reduction or restriction or any emergency measures that are caused by or result from the TOWN OF BRASELTON's water use hereunder shall be passed through to and shall be paid by the TOWN OF BRASELTON.

12. **Notice.** All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing by US certified mail, return receipt requested, and shall be addressed and delivered to each Party at the address set forth below. By giving prior written notice thereof, either Party may from time to time and at any time change its address for notices hereunder.

Barrow County Board of Commissioners
30 North Broad Street
Winder, Ga. 30680

Town of Braselton
PO Box 306
4982 Highway 53
Braselton, Ga. 30517

13. **Georgia Law.** It is the intention of the Parties that the laws of the State of Georgia shall govern the validity of this contract, the construction of its terms and the interpretation of the rights or duties of the parties.

14. **Cooperation.** On and after the date of this contract, either Party shall at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intention of this contract.

15. **Power.** The Parties signing this contract hereby state that they have the power to do so on behalf of the entity for which they are signing.

16. **Effective.** This contract shall be effective upon the Parties hereto and their assigns, and successors in office
17. **Cumulative.** Except as expressly limited by the terms of this contract, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or inequity.
18. **Force Majeure.** In case by reason of force majeure, any Party hereto shall be rendered unable wholly, or in part, to carry out its obligations under this contract then if such shall give notice and full particulars of such force majeure in writing to the other Party writing 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. Such Party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein, shall mean act(s) of God, strikes, lockout(s) or other industrial disturbance(s), act(s) of a public enemy, order(s) of any kind of the Government of the United States, of the State of Georgia or any civil or military authority, insurrections, riots, epidemics, landslide, lightening, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of Government and people, civil disturbances, explosions, breakage or accident(s) to machine or pipelines, or any other cause(s) outside the parties control which prevent performance under this agreement. Should interpretations and or lowering of pressure occur, the TOWN OF BRASELTON shall be foreclosed from any action against Barrow County and shall hold BARROW COUNTY harmless from any fees including attorney's fees and court costs incurred from any action by one or more of the TOWN OF BRASELTON customers.
19. **Supersede.** This contract shall supersede and replace all letters, memoranda, or other letters or documents signed by the Parties hereto with respect to the sale of potable water by BARROW COUNTY to the TOWN OF BRASELTON.
20. **Water Supply.** The TOWN OF BRASELTON is aware BARROW COUNTY has limited control over any source of water, therefore if for any reason the BARROW COUNTY does not receive the expected amount of water from Bear Creek Treatment Facility, BARROW COUNTY may reduce the amount of water to be furnished to the TOWN OF BRASELTON under this agreement.

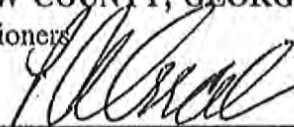
In the event of such a reduction, or any reduction due to force majeure, BARROW COUNTY shall act in good faith and not unduly reduce the amount of water furnished under this agreement to TOWN OF BRASELTON.

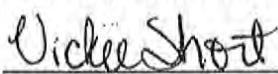
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(signature page follows)

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals effective as of the date first above written.

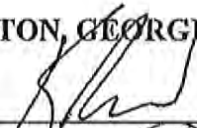
BARROW COUNTY, GEORGIA, by and through its Board of Commissioners

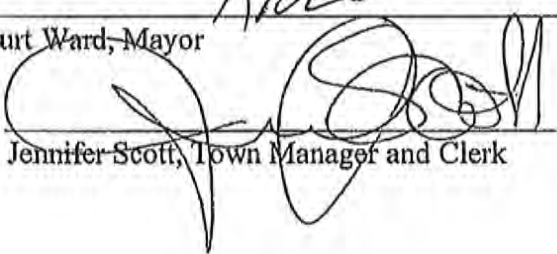
By: 
Pat Graham, Chairman

Attest: 
Vickie Short, County Clerk



TOWN OF BRASELTON, GEORGIA

By: 
Kurt Ward, Mayor

Attest: 
Jennifer Scott, Town Manager and Clerk





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: *Winder-Barrow Industrial Building Authority*

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.): **Winder-Barrow Industrial Building Authority**
- 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.

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.).

Local Government or Authority	Funding Method
Barrow County	General Fund, User Fees, Grants, Donations, Bonds
Winder-Barrow Industrial Building Authority	Fees, Grants, Donations, Bonds, General Fund

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

No changes in service delivery will result.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
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?

Winder-Barrow Industrial Building Authority was created by an amendment to the Constitution (1962 Ga. Laws p. 1027 et seq., as continued by Ga. Laws 1987, p.3525 et seq.) and approved on February 17, 1987. Barrow County is also a member government of the Joint development Authority of Northeast Georgia through the attached Resolution adopted on July 23, 2013 and a member of the Georgia's Innovation Corridor Joint Development Authority.

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

Phone number: **770-867-8982** Date completed: 01/02/2025

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: *Winder-Barrow Joint Development Authority*

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.): **Joint Development Authority of Winder-Barrow**
- 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.

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.).

Local Government or Authority	Funding Method
Barrow County	General Fund, User Fees, Grants, Donations, Bonds
Joint Development Authority of Winder-Barrow	Fees, Grants, Donations, Bonds, General Fund

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

No changes in service delivery will result.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
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?

The Joint Development Authority of Winder-Barrow was created through resolution adopted by the Barrow County Board of Commissioners on February 27, 2001 and by the Mayor and Council of the City of Winder and as amended on August 26, 2014. Barrow County is also a member government of the Joint development Authority of Northeast Georgia through the attached Resolution adopted on July 23, 2013 and a member of the Georgia's Innovation Corridor Joint Development Authority.

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

Phone number: **770-867-8982** Date completed: 01/02/2025

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 3: Summary of Land Use Agreements

Instructions:

Answer each question below, attaching additional pages as necessary. Please note that any changes to the answers provided will require an update of the service delivery strategy. If the contact person for this service (listed at the bottom of this page) changes, this should be reported to the Department of Community Affairs.

COUNTY: BARROW COUNTY

1. What incompatibilities or conflicts between the land use plans of local governments were identified in the process of developing the service delivery strategy?
None.

2. Check the boxes indicating how these incompatibilities or conflicts were addressed:

- Amendments to existing comprehensive plans
- Adoption of a joint comprehensive plan
- Other measures (amend zoning ordinances, add environmental regulations, etc.)

If "other measures" was checked, describe these measures:
N/A

NOTE:
If the necessary plan amendments, regulations, ordinances, etc. have not yet been formally adopted, indicate when each of the affected local governments will adopt them.

3. What policies, procedures and/or processes have been established by local governments (and water and sewer authorities) to ensure that new extraterritorial water and sewer service will be consistent with all applicable land use plans and ordinances? None.

4. Person completing form: **Srikanth Yamala, County Manager, Barrow County, Georgia**

Phone number: **770-867-8982** Date completed: 10/09/2024

5. 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 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 2010 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2010 population of between 500 and 9,000 residing within the county. Cities with a 2010 population below 500 and local authorities providing services under the strategy are not required to sign this form, but are encouraged to do so.

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		11/1/24
<u>CITY OF AUBURN</u>	Mayor	Richard Roquemore		10/30/24
<u>TOWN OF BETHLEHEM</u>	Mayor	Christopher Lelle		10/30/24
<u>TOWN OF BRASELTON</u>	Mayor	Kurt Ward		11/27/24
<u>TOWN OF CARL</u>	Mayor	David Brock		10/30/24
<u>CITY OF STATHAM</u>	Mayor	Debi Krause		10/30/24
<u>CITY OF WINDER</u>	Mayor	Jimmy Terrell		10/30/24