



**SERVICE DELIVERY STRATEGY**

**FORM 1**

COUNTY: **BARTOW 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><b>OPTION A</b>  <i>Revising or Adding to the SDS</i></p>	<p><b>OPTION B</b>  <i>Extending the Existing SDS</i></p>
<ol style="list-style-type: none"> <li>4. List all services provided or primarily funded by each general purpose local government and authority within the county which are revised or added to the SDS in Section IV, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.)</li> <li>5. For <b>each</b> service or service component listed in Section IV, complete a separate, updated <i>Summary of Service Delivery Arrangements</i> form (FORM 2).</li> <li>6. Complete one copy of the <i>Certifications</i> form (FORM 4) and have it signed by the authorized representatives of participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 4).]</li> </ol>	<ol style="list-style-type: none"> <li>4. In Section IV type, "NONE."</li> <li>5. Complete one copy of the <i>Certifications for Extension of Existing SDS</i> form (FORM 5) and have it signed by the authorized representatives of the participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 5).]</li> <li>6. Proceed to step 7, below.</li> </ol> <div data-bbox="833 1192 1531 1430" style="background-color: #003366; color: white; padding: 5px; text-align: center;"> <p><i>For answers to most frequently asked questions on Georgia's Service Delivery Act, links and helpful publications, visit DCA's website at <a href="http://www.dca.ga.gov/development/PlanningQualityGrowth/programs/servicedelivery.asp">http://www.dca.ga.gov/development/PlanningQualityGrowth/programs/servicedelivery.asp</a>, or call the Office of Planning and Quality Growth at (404) 679-5279.</i></p> </div>

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

**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.

Bartow County	Adairsville	Cartersville	Emerson
Euharlee	Kingston	Taylorville	White

Bartow-Cartersville Joint Development Authority  
 Bartow-Cartersville Joint Economic Development Department  
 Bartow-Cartersville Land Bank  
 Bartow County Library System  
 Bartow-Cartersville Second Joint Development Authority  
 Cartersville/Bartow County Airport Authority  
 Cartersville/Bartow County Convention and Visitors Bureau  
 Cartersville/Bartow County Tourism Council  
 Joint Cartersville-Bartow County Regional Industrial Development Authority  
 Joint Development Authority of Bartow County and Pickens County  
 Cobb County      Gordon County      Paulding County  
 Polk County      Georgia Forestry Commission

**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.

Airport	GIS
Business License	Indigent Care
Cemetery	Indigent Defense
Childrens Shelter	Law Enforcement
Civic Center	Library Services
Cooperative Extension Service	Museums
Courts (Superior, Juvenile, Probate, Magistrate)	Planning/Zoning
Courts (Municipal)	Public Works
E-911	Senior Citizen Programs
Emergency Management Agency	Solid Waste Collection
Emergency Medical Services	Solid Waste Disposal
Fire Department Services	Transit





**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: BARTOW COUNTY**

**Service: AED 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.): **City of Cartersville, Bartow County for unincorporated area and remaining cities**

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>
Bartow County	Enterprise Fund
City of Cartersville	Enterprise Fund

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

Existing county license modified to allow Cartersville Fire Department personnel to administer Automatic External Defibrillation services.

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>
Intergovernmental Agmt-AED	Bartow County, City of Cartersville	9/10/98 -on-going

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, attached

7. Person completing form: **Tom Sills, AICP, Planner**  
 Phone number: **770.607.6265**      Date completed: 11/20/17

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:  
**PETER OLSON, COUNY ADMINISTRATOR (770) 387-5030**



STATE OF GEORGIA  
COUNTY OF BARTOW

**INTERGOVERNMENTAL AGREEMENT**  
Between  
**BARTOW COUNTY and CITY OF CARTERSVILLE**

**THIS AGREEMENT**, made and entered into this 10 day of September, 1998, by and between Bartow County, a political subdivision of the State of Georgia (sometimes hereinafter referred to as "County"), and the City of Cartersville, a municipal corporation chartered under the laws of the State of Georgia (sometimes hereinafter referred to as "Cartersville"):

**W-I-T-N-E-S-S-E-T-H:**

**WHEREAS**, Bartow County currently holds an Ambulance Service License No. 008-02 issued by the Georgia Department of Human Resources; and

**WHEREAS**, the City of Cartersville desires to provide emergency care and Automatic External Defibrillation Services under said license; and

**WHEREAS**, the parties have agreed that the City of Cartersville can operate under Bartow County's License; and

**WHEREAS**, Article IX, Section III, Paragraph I, of the Constitution of the State of Georgia provides that counties and municipalities of the State of Georgia may contract with one another for the provision of services for any period not exceeding fifty (50) years; and

**WHEREAS**, the County and Cartersville deem it to be in the best interest of the citizens of their respective jurisdictions that this Agreement be entered into to, *inter alia*, provide for emergency care throughout Bartow County; and

**WHEREAS**, the County has reviewed this Agreement and did, at the regular meeting of the Commissioner held on Sept. 10, 1998, authorize its Commissioner to sign this Agreement; and

**WHEREAS**, the City Council of Cartersville has reviewed this Agreement and did, at the regular meeting of the city council held on \_\_\_\_\_, authorize its Mayor to sign this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual benefits flowing from one party to the other, the adequacy and sufficiency of which is acknowledged, it is hereby agreed as follows:

1.

That the City of Cartersville is authorized to act under the Ambulance Service License issued to Bartow County for Bartow County EMS to provide emergency care and Automatic External Defibrillation services.

2.

That only employees of the Cartersville Fire Department who have been certified by appropriate licensing agencies may provide these emergency services.

3.

All employees of the Cartersville Fire Department who are to provide these emergency services, must be designated by Bartow County, and all training and certification is to be supervised and approved by Bartow County, and said employees shall comply with all other requirements requested by the County.

4.

The County and Cartersville agree to indemnify and harmless the other from any and all claims, actions, injuries, damages and lawsuits resulting from either party's performance of their obligations under this Agreement which occur as a result of Cartersville's or County's performance of emergency services.

5.

Emergency Services is defined as those services related to the Administration of Automatic External Defibrillation Services that the County and Cartersville are authorized under the permit for Ambulance Service License to perform under State law.



6.

Official notices, payments and correspondence to the County shall be delivered in person or transmitted via U.S. mail, postage prepaid, addressed to the County Administrator of Bartow County at Suite 251, 135 West Cherokee Avenue, Cartersville, Georgia 30120; and Official notices and correspondence to Cartersville shall be delivered in person or transmitted via U.S. mail, postage prepaid, addressed to the City Manager of Cartersville, at P.O. Box 1390, Cartersville, Georgia 30120.

7.

This Agreement shall commence upon execution by the parties and automatically continue from year to year (but for not more than 50 years) unless terminated by mutual agreement following written notice of not less than ninety (90) days prior to the desired termination date. In the event that a modification of this Agreement is necessary said Agreement as revised, amended, approved and must be signed by the appropriate authorities for each party.

8.

Notwithstanding anything to the contrary contained in paragraph 7 of this Agreement, either party may terminate this Agreement as a matter of convenience at any time during any year after giving written notice of the proposed termination not less than ninety (90) days prior to the proposed termination date.

9.

Time is of the essence in the performance of this Agreement.

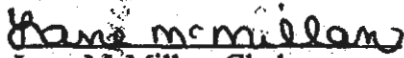
10.

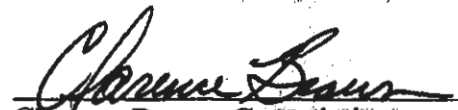
This Agreement contains all the terms and conditions and represents the entire Agreement between the parties and supersedes any pre-existing Agreements relating to Emergency Services as defined herein by the County and Cartersville. Any alterations of this Agreement shall be invalid unless made by an amendment in writing, duly executed by the parties. There are no understandings, representations, or agreements, written or oral, other than those contained in this Agreement.

IN WITNESS WHEREOF, the County and Cartersville have caused this Agreement to be duly executed by their proper officers and attested with their corporate seals affixed hereto as set forth in duplicate originals.

ATTEST:

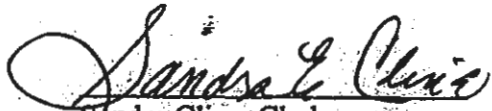
BARTOW COUNTY, GEORGIA

  
Lane McMillan, Clerk

  
Clarence Brown, Commissioner

ATTEST:

CITY OF CARTERSVILLE

  
Sandra Cline, Clerk

  
Sam C. Smith, Mayor





**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:**BARTOW 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.):
- 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.): **Bartow County and cities of Adairsville, Cartersville, Emerson, Euharlee and Kingston**
- 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>
Bartow County	General Fund
Adairsville	General Fund
Emerson	General Fund
Euharlee	General Fund
Kingston	General Fund
Cartersville	General Fund

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

Bartow County will provide municipal court services for animal control cases in Adairsville, Emerson, Euharlee and Kingston.  
There was no change in service for the city of Cartersville.

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>
Animal Control	Bartow County and Adairsville	8/19/16 - on-going
Animal Control	Bartow County and Emerson	8/19/16 - on-going
Animal Control	Bartow County and Euharlee	8/19/16 - on-going
Animal Control	Bartow County and Kingston	9/19/16 - on-going
Animal Control	City of Cartersville	No Change

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?

Resolutions, see attached.

7. Person completing form: **Tom Sills, AICP, Planner**  
Phone number: **770.607.6265** Date completed: 11/16/17

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:  
**PETER OLSON, COUNTY ADMINISTRATOR (770) 387-5030**



STATE OF GEORGIA  
COUNTY OF BARTOW

**AMENDMENT TO ANIMAL CONTROL INTERGOVERNMENTAL AGREEMENT**

THIS AGREEMENT, made and entered into this 19<sup>th</sup> day of August, 2016, by and between **Bartow County**, a political subdivision of the State of Georgia ("County"), and the **City of Adairsville**, a municipal corporation chartered under the laws of the State of Georgia ("Municipality").

**W-I-T-N-E-S-S-E-T-H:**

**WHEREAS**, the County and the Municipality entered into an ANIMAL CONTROL INTERGOVERNMENTAL AGREEMENT on March 4, 1998; and

**WHEREAS**, the County and the Municipality desire to amend said agreement to allow the County to furnish municipal court services to the Municipality through the officers, employees, and facilities of the magistrate court of the County for the enforcement of animal control within the Municipality; and

**WHEREAS**, O.C.G.A. § 15-10-150 et seq. authorizes the governing authority of any county and the governing authority of any municipality within the county to contract for the county to furnish municipal court services to the municipality; and

**WHEREAS**, the County and the Municipality deem it to be in the best interest of the citizens of their respective jurisdictions that this amended agreement be entered into; and

**WHEREAS**, the County has reviewed this amended agreement and did, at the regular meeting of the Commissioner held on Aug. 3, 2016, authorize its Commissioner to sign this amended agreement and ratified his signature on the Agreement; and

**WHEREAS**, the City Council of Adairsville has reviewed this amended agreement and did, at the regular city council meeting held on Aug. 11, 2016, authorize its Mayor to sign this amended agreement and ratified his signature on the Agreement.

**NOW, THEREFORE**, in consideration of the mutual benefits flowing from one party to the other, the adequacy of which is acknowledged, it is hereby agreed as follows:

1.

Bartow County will furnish municipal court services to the City of Adairsville through the officers, employees, and facilities of the Magistrate Court of Bartow County for the enforcement of animal control within the City of Adairsville; and

2.

For purposes of animal control, the judges of the Bartow County Magistrate Court shall have full authority to act as judges of the City of Adairsville Municipal Court; and the other officers and personnel of the Bartow County Magistrate Court shall have full authority to act as officers and personnel of the City of Adairsville Municipal Court.

3.

The provisions of the March 4, 1998 Animal Control Intergovernmental Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the County and Municipality have caused this Agreement to be duly executed by their proper officers and attested with their corporate seals affixed hereto.

Attest:

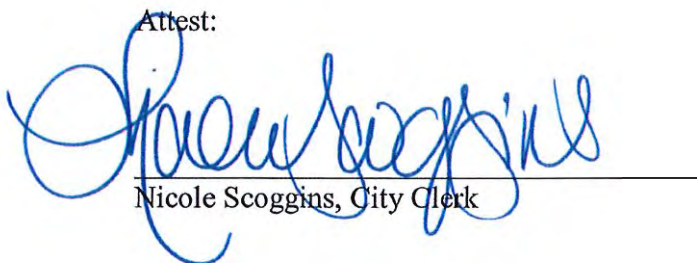
**BARTOW COUNTY, GEORGIA**

  
Kathy Gill, County Clerk

  
Steve Taylor, Commissioner

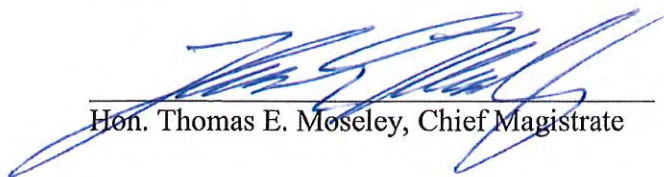
Attest:

**CITY OF ADAIRSVILLE**

  
Nicole Scoggins, City Clerk

  
Kenneth Carson, Mayor

Approved by:

  
Hon. Thomas E. Moseley, Chief Magistrate

STATE OF GEORGIA  
COUNTY OF BARTOW

**AMENDMENT TO ANIMAL CONTROL INTERGOVERNMENTAL AGREEMENT**

THIS AGREEMENT, made and entered into this 19<sup>th</sup> day of August, 2016, by and between **Bartow County**, a political subdivision of the State of Georgia ("County"), and the **City of Emerson**, a municipal corporation chartered under the laws of the State of Georgia ("Municipality").

**W-I-T-N-E-S-S-E-T-H:**

**WHEREAS**, the County and the Municipality entered into an ANIMAL CONTROL INTERGOVERNMENTAL AGREEMENT on March 4, 1998; and

**WHEREAS**, the County and the Municipality desire to amend said agreement to allow the County to furnish municipal court services to the Municipality through the officers, employees, and facilities of the magistrate court of the County for the enforcement of animal control within the Municipality; and

**WHEREAS**, O.C.G.A. § 15-10-150 *et seq.* authorizes the governing authority of any county and the governing authority of any municipality within the county to contract for the county to furnish municipal court services to the municipality; and

**WHEREAS**, the County and the Municipality deem it to be in the best interest of the citizens of their respective jurisdictions that this amended agreement be entered into; and

**WHEREAS**, the County has reviewed this amended agreement and did, at the regular meeting of the Commissioner held on Aug. 3, 2016, authorize its Commissioner to sign this amended agreement and ratified his signature on the Agreement; and

**WHEREAS**, the City Council of Emerson has reviewed this amended agreement and did, at the regular city council meeting held on August 8, 2016, authorize its Mayor to sign this amended agreement and ratified his signature on the Agreement.

**NOW, THEREFORE**, in consideration of the mutual benefits flowing from one party to the other, the adequacy of which is acknowledged, it is hereby agreed as follows:

1.

Bartow County will furnish municipal court services to the City of Emerson through the officers, employees, and facilities of the Magistrate Court of Bartow County for the enforcement of animal control within the City of Emerson; and



2.

For purposes of animal control, the judges of the Bartow County Magistrate Court shall have full authority to act as judges of the City of Emerson Municipal Court; and the other officers and personnel of the Bartow County Magistrate Court shall have full authority to act as officers and personnel of the City of Emerson Municipal Court.

3.

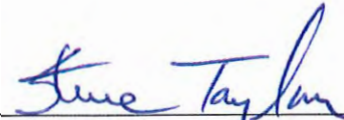
The provisions of the March 4, 1998 Animal Control Intergovernmental Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the County and Municipality have caused this Agreement to be duly executed by their proper officers and attested with their corporate seals affixed hereto.

Attest:

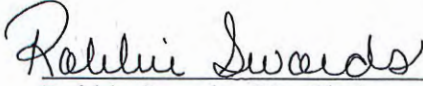
**BARTOW COUNTY, GEORGIA**

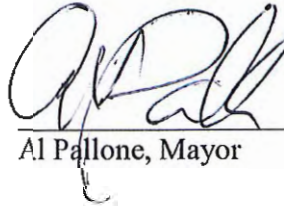
  
Kathy Gill, County Clerk

  
Steve Taylor, Commissioner

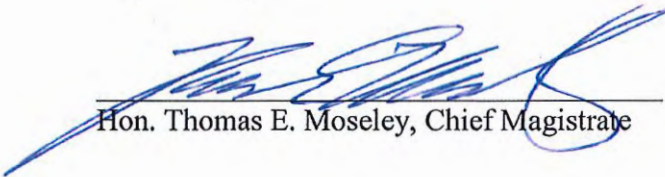
Attest:

**CITY OF EMERSON**

  
Robbie Swords, City Clerk

  
Al Pallone, Mayor

Approved by:

  
Hon. Thomas E. Moseley, Chief Magistrate

STATE OF GEORGIA  
COUNTY OF BARTOW

**AMENDMENT TO ANIMAL CONTROL INTERGOVERNMENTAL AGREEMENT**

THIS AGREEMENT, made and entered into this 19<sup>th</sup> day of August, 2016, by and between **Bartow County**, a political subdivision of the State of Georgia ("County"), and the **City of Euharlee**, a municipal corporation chartered under the laws of the State of Georgia ("Municipality").

**W-I-T-N-E-S-S-E-T-H:**

**WHEREAS**, the County and the Municipality entered into an ANIMAL CONTROL INTERGOVERNMENTAL AGREEMENT on March 4, 1998; and

**WHEREAS**, the County and the Municipality desire to amend said agreement to allow the County to furnish municipal court services to the Municipality through the officers, employees, and facilities of the magistrate court of the County for the enforcement of animal control within the Municipality; and

**WHEREAS**, O.C.G.A. § 15-10-150 et seq. authorizes the governing authority of any county and the governing authority of any municipality within the county to contract for the county to furnish municipal court services to the municipality; and

**WHEREAS**, the County and the Municipality deem it to be in the best interest of the citizens of their respective jurisdictions that this amended agreement be entered into; and

**WHEREAS**, the County has reviewed this amended agreement and did, at the regular meeting of the Commissioner held on Aug 3, 2016, authorize its Commissioner to sign this amended agreement and ratified his signature on the Agreement; and

**WHEREAS**, the City Council of Euharlee has reviewed this amended agreement and did, at the regular city council meeting held on Aug 2, 2016, authorize its Mayor to sign this amended agreement and ratified his signature on the Agreement.

**NOW, THEREFORE**, in consideration of the mutual benefits flowing from one party to the other, the adequacy of which is acknowledged, it is hereby agreed as follows:

1.

Bartow County will furnish municipal court services to the City of Euharlee through the officers, employees, and facilities of the Magistrate Court of Bartow County for the enforcement of animal control within the City of Euharlee; and

2.

For purposes of animal control, the judges of the Bartow County Magistrate Court shall have full authority to act as judges of the City of Euharlee Municipal Court; and the other officers and personnel of the Bartow County Magistrate Court shall have full authority to act as officers and personnel of the City of Euharlee Municipal Court.

3.

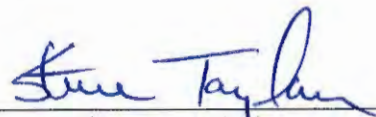
The provisions of the March 4, 1998 Animal Control Intergovernmental Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the County and Municipality have caused this Agreement to be duly executed by their proper officers and attested with their corporate seals affixed hereto.

Attest:

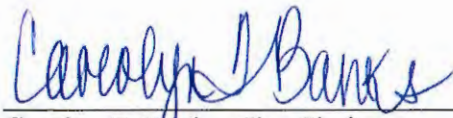
**BARTOW COUNTY, GEORGIA**

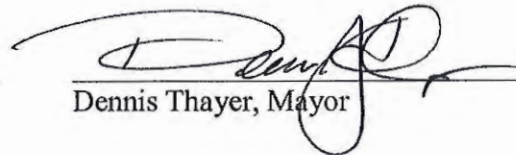
  
Kathy Gill, County Clerk

  
Steve Taylor, Commissioner

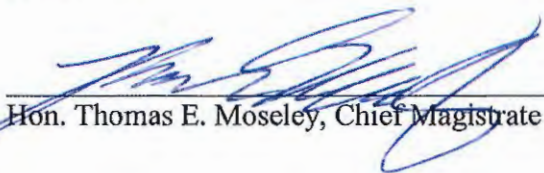
Attest:

**CITY OF EUHARLEE**

  
Carolyn T. Banks, City Clerk

  
Dennis Thayer, Mayor

Approved by:

  
Hon. Thomas E. Moseley, Chief Magistrate



STATE OF GEORGIA  
COUNTY OF BARTOW

**AMENDMENT TO ANIMAL CONTROL INTERGOVERNMENTAL AGREEMENT**

THIS AGREEMENT, made and entered into this 19 day of Sept., 2016, by and between **Bartow County**, a political subdivision of the State of Georgia ("County"), and the **City of Kingston**, a municipal corporation chartered under the laws of the State of Georgia ("Municipality").

**W-I-T-N-E-S-S-E-T-H:**

**WHEREAS**, the County and the Municipality entered into an ANIMAL CONTROL INTERGOVERNMENTAL AGREEMENT on May 25, 2011; and

**WHEREAS**, the County and the Municipality desire to amend said agreement to allow the County to furnish municipal court services to the Municipality through the officers, employees, and facilities of the magistrate court of the County for the enforcement of animal control within the Municipality; and

**WHEREAS**, O.C.G.A. § 15-10-150 et seq. authorizes the governing authority of any county and the governing authority of any municipality within the county to contract for the county to furnish municipal court services to the municipality; and

**WHEREAS**, the County and the Municipality deem it to be in the best interest of the citizens of their respective jurisdictions that this amended agreement be entered into; and

**WHEREAS**, the County has reviewed this amended agreement and did, at the regular meeting of the Commissioner held on Aug. 3, 2016, authorize its Commissioner to sign this amended agreement and ratified his signature on the Agreement; and

**WHEREAS**, the City Council of Kingston has reviewed this amended agreement and did, at the regular city council meeting held on Aug. 1, 2016, authorize its Mayor Pro Tempore to sign this amended agreement and ratified his signature on the Agreement.

**NOW, THEREFORE**, in consideration of the mutual benefits flowing from one party to the other, the adequacy of which is acknowledged, it is hereby agreed as follows:

1.

Bartow County will furnish municipal court services to the City of Kingston through the officers, employees, and facilities of the Magistrate Court of Bartow County for the enforcement of animal control within the City of Kingston; and

2.

For purposes of animal control, the judges of the Bartow County Magistrate Court shall have full authority to act as judges of the City of Kingston Municipal Court; and the other officers and personnel of the Bartow County Magistrate Court shall have full authority to act as officers and personnel of the City of Kingston Municipal Court.

3.

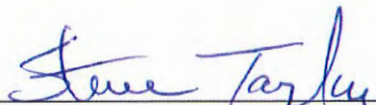
The provisions of the May 25, 2011 Animal Control Intergovernmental Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the County and Municipality have caused this Agreement to be duly executed by their proper officers and attested with their corporate seals affixed hereto.

Attest:

**BARTOW COUNTY, GEORGIA**

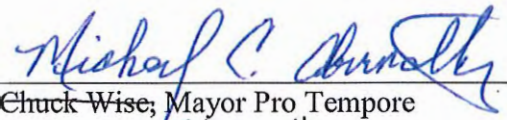
  
Kathy Gill, County Clerk

  
Steve Taylor, Commissioner

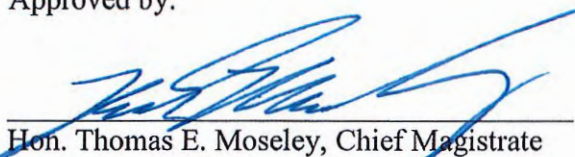
Attest:

**CITY OF KINGSTON**

  
Kelly Ensley, City Clerk

  
Chuck Wise, Mayor Pro Tempore  
Michael C. Abernathy

Approved by:

  
Hon. Thomas E. Moseley, Chief Magistrate





**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:**BARTOW COUNTY

**Service:***Automatic Aid and First Responder*

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.): **Bartow County, City of Cartersville, Polk County, Gordon County, Paulding County, Georgia Forestry Commission.**
- 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>
Bartow County	General Fund, Fees for service
City of Cartersville	General Fund, Fees for service
Gordon County	General Fund, Fees for service
Paulding County	General Fund, Fees for service
Polk County	General Fund, Fees for service
Georgia Forestry Commission	State Funds, Fees for service

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

These agreements establish protocols and responsibilities for providing backup response to adjacent jurisdictions when responding to emergency service calls..

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>
Auto. Aid and 1 <sup>st</sup> Responder	Bartow County, City of Cartersville	3/10/15 - on-going
Gordon County	Bartow County, Gordon County	9/1/15 - on-going
Paulding County	Bartow County, Paulding County	5/5/15 - on-going
Polk County	Bartow County, Polk County	4/1/14 - on-going
Ga Forestry Commission	Bartow County, Georgia Forestry Commission	2/18/09 - on-going

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?

See resolutions, attached

7. Person completing form: **Tom Sills, AICP, Planner**  
 Phone number: **7870.607.6265**      Date completed: 11/20/17

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:  
**PETER OLSON, COUNTY ADMINISTRATOR (770) 387-5030**



**BARTOW COUNTY**  
**Community Development**

**Steve Taylor**, Sole Commissioner  
**Lamont Kiser**, PE, CFM, Director

To: Service Delivery Strategy 2018  
From: Tom Sills, AICP  
Subject: Fire Protection – Mutual Aid Agreements – Overlap in services to continue  
Date: November 20, 2017

The duplication of service areas in these agreements provides overriding benefits to the parties involved as it improves response times and provides service redundancy in emergency calls for service.

## AMENDMENT TO AGREEMENT TO AUTOMATIC AID AND FIRST RESPONDER

This Agreement dated the 10th day of March, 2015, hereby amends and replaces the Agreement for Automatic Aid and First Responder entered into between the City of Cartersville and Bartow County during the year 2000 and all amendments and attachments since that point.

### WITNESSETH

**WHEREAS**, the parties hereto have determined that it is in the best interests of their citizens to amend the original agreement by deleting it in its entirety and replacing it with the following.

**WHEREAS**, the County and City are contiguous; and,

**WHEREAS**, County and City each maintain and staff a fire department for the purpose of fire suppression, protection, prevention, and first responder services; and,

**WHEREAS**, Automatic aid is defined by National Fire Protection Association (NFPA) standard 1142 - 3.3.2 (2012) as *a plan developed between two or more fire departments for immediate joint response on first alarms.*

**WHEREAS**, the County and City have determined that it is to the mutual advantage and benefit of each of the parties hereto that they render supplemental fire suppression, protection, prevention and first responder to the other party in the event of a fire or other local emergency, and to take part in joint training exercise, and, it is the desire of the signatories hereto to enter into this Agreement for automatic aid and first response, pursuant to the Official Code of the State of Georgia (OCGA), Title 25, Chapter 6 entitled Mutual Aid Resource Pacts, 2014.

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



## ARTICLE 1. First Response Automatic Aid

Paragraph 1.0           The parties shall establish a mutually beneficial response district within and up to certain feasible boundary limits as designated and agreed upon by the Bartow County Fire Chief and The Cartersville Fire Chief. This shall be reviewed at a minimum of an annual basis and agreed upon by both parties. Any changes shall be provided to Bartow 911 dispatch center and Geographic Information System (GIS) services for both Bartow County and City of Cartersville. The GIS data shall be the data of record that defines said districts in digital data and the master printed map. A copy of this map bearing the signatures of each Fire Chief shall be maintained at each perspective department's headquarters. Addendum A shall be attached and shall reflect the automatic aid response areas, street location and Interstate-75 response protocol at the time of execution of this document. As the documents indicated in this paragraph are updated, they shall be provided to the City and County Clerk, for inclusion with the original Agreement

Paragraph 1.1           In the event of any fire, rescue, disturbance, or other fire related local emergency occurs in the response district, the County and City shall furnish such fire suppression, prevention, protection, and rescue services as may be reasonable required to cope with such emergency, as part of the first response assignment, subject to the limitations hereinafter set forth in this Agreement.

## Article 2. Levels of Aid and Training

Paragraph 2.0           The level of automatic and first response shall be determined by each Fire Department's procedures for responding to emergency calls. Non-emergency calls shall not be part of this automatic aid agreement. Non-Emergency alarms will be on a case by case basis as requested under a mutual aid format. Emergency vs non-emergency shall be defined by the following factors:

A) Level of information as obtained by Bartow County 911

B) Departmental definition of non-emergency or emergency type of alarms based upon common response protocol. Example including not limited to; Non-Emergency- public assist non distress, illegal burn no structure endangerment or blood pressure check, Emergency- structure fire, motor vehicle accident, cardiac arrest and / or

## Fire Alarm Activations.

Paragraph 2.1 The parties shall participate in joint company training in accordance with requirements of Insurance Service Organization (ISO), Georgia Firefighters Standards and Training Council (GFSTC) and recommended practices of NFPA. This training is to insure standardization and philosophy to carry out the requirements of this agreement. Section 10.2 of this document is to be included in the training curriculum as a topic of learning. Both departments shall jointly set dates for their joint automatic aid in November of each year for the following year.

### Article 3- Supervision and Investigation

Paragraph 3.0 The supervision of all incidents shall be handled using the incident command system and components of the National Response Framework including the National Incident Management System as needed. All incidents by design shall have the ability to escalate or de-escalate seamlessly.

Paragraph 3.1 Incident Command shall be established by first arriving unit. Transfer of command shall be done as dictated by other arriving units, size of incident and jurisdiction of incident. Official transfer of command shall be face to face and acknowledged via Bartow 911. Department providing aid may maintain command if requested by department receiving aid, once receiving aid department places units and manpower on scene.

Paragraph 3.2 Origin and cause investigations for all fires shall be the responsibility of the department who has legal jurisdiction where the fire occurred in accordance to OCGA 25-2-12.6 and 25-3-1.

### Article 4 Liability

Paragraph 4.0 There shall be no liability imposed on any party or its personnel for failure to respond for the purpose of extinguishing or controlling fire of other immediate response emergency.

Paragraph 4.1 Every employee shall be deemed the agent of their regular employer, and under no circumstance shall any employee be deemed to be an employee or agent of any entity other than his regular employer.

## Article 5 Compensation

Paragraph 5.0 In accordance with O.C.G.A. § 38-3-30(b), the Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of the claim under oath is served by mail or otherwise upon the chief fiscal officer of the Requesting Party. The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid and shall defray the actual traveling and maintenance expenses of such employees due for compensation due to personal injury or death while the employees are engaged in rendering the aid. Expenses that are to be reimbursed by the Requesting Party shall include the following: Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act. The term "employee", as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Paragraph 5.1 Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced.

Paragraph 5.2 Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party.

Paragraph 5.3 Meals, lodging and other related expenses, which shall



include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this agreement shall be the actual and reasonable costs incurred by the Assisting Party.

Paragraph 5.4           The Assisting Party shall maintain records and submit invoices for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

#### Article 7- Injuries to personnel

Paragraph 7.0           Any damage or other compensation which is required to be paid to any fire employee by reason of their injury occurring while their services are being utilized pursuant to this Agreement shall be the sole liability and responsibility of the party regularly employing that person.

Paragraph 7.1           This Agreement shall not be construed as, of deemed to be, an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

#### Article 8 –Term of agreement

Paragraph 8.0           This Agreement shall commence on the later date of its approval by the Commissioner of Bartow County and its approval by the governing body of City of Cartersville in open meeting and shall continue until December 31, 2015. This agreement shall automatically be renewed by the parties on January 1, 2016 and for up to forty-nine years thereafter on January 1<sup>st</sup> unless and until such time as a written notice of termination or modification is received by either party within ninety (90) days of the expiration of the term of this agreement.

Paragraph 8.1           Nothing in this article shall preclude termination pursuant to Article 14.

#### Article 9 Dispatching

Paragraph 9.0        Once an alarm is received, and does not fall under the guidelines of 9.3, Bartow 911 will dispatch the department having jurisdiction's pre-assigned units first.

Paragraph 9.1        The dispatcher will then dispatch the Fire Department providing automatic aid and request them to respond to the alarm. Dispatcher shall state this is an Automatic Aid Alarm.

Paragraph 9.2        When dispatching apparatus to a location involving AUTOMATIC AID, the dispatcher will announce what AUTOMATIC AID is responding. This will enable the officer in charge of the assignment to know precisely what equipment the officer can expect to arrive on the scene.

Paragraph 9.3        If an emergency rescue or medical response is required within an automatic aid territory then the closest station shall be dispatched. The Battalion Chief or Acting Office in Charge (AOIC) of the department having jurisdiction shall be notified of the alarm. They shall have the authority to dispatch additional available units or cancel request for aid. If the closest station providing automatic aid is not available, then the department having authority of jurisdiction shall be dispatched.

Paragraph 9.4        If a structure fire or alarm activation response is required, both departments shall be dispatched. The department providing automatic aid shall provide one engine company and the department receiving aid shall provide their standard response for such alarms.

#### Article 11 Communications

Paragraph 10.0        All on scene communications shall be done on a common channel / talk group that is accessible by all emergency fire responders on scene

Paragraph 10.1        All dispatching from Bartow 911 shall be done on respective departments designated dispatch channel / talk group.

Paragraph 10.2        Common language shall be used defined by NFPA as clear text. No ten (10) codes shall be used. This common language / terminology shall also be a basis

for and used during joint training.

Article 11 - Move up coverage of manpower and equipment

Paragraph 11.0 Each party agrees and acknowledges that it will be the responsibility of each party to provide the backup coverage necessary of their own department to protect their own jurisdiction.

Article 12- Administration

Paragraph 12.0 It is agreed by each of the parties that for the purposes of liaison and administration, the Bartow County Fire Chief and the Cartersville Fire Chief shall be jointly responsible.

Article 13- Entire Agreement

Paragraph 13.0 This agreement shall constitute the entire agreement between the parties. This agreement allows for and requires an annual review by both Fire Chiefs and modification on territory as deemed necessary to provide efficient protection. No other modifications shall be binding upon the parties unless evidenced by a subsequent written agreement by the County and City.

Article 14 - Termination

Paragraph 14.0 Either party to this agreement may terminate the Agreement by giving not less than ninety (90) days written notice to the other party and upon the running of ninety (90) days from such written notice, this Agreement shall be terminated.

Article 15- Severability of Terms

Paragraph 15.0 In the event any part or provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect.




Article 16- Governing Law

Paragraph 16.0 This agreement shall govern in all respects as to the validity, construction, capacity, performance or otherwise by the laws of the State of Georgia.

**IN WITNESS WEREOF**, the parties hereof and hereto set their hands and seals.

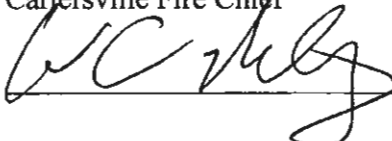
Reviewed by and Submitted by for Approval:

Date: 3/10/2015



Cartersville Fire Chief

Date: 3/10/2015



Bartow County Fire Chief

This 19 day of March, 2015


**CITY OF CARTERSVILLE**

  
\_\_\_\_\_  
Mayor, Matt Santini

  
\_\_\_\_\_  
City Clerk, Connie Keeling

This 11th day of March, 2015

**BARTOW COUNTY, GEORGIA**

  
\_\_\_\_\_  
Commissioner, Steve Taylor

  
\_\_\_\_\_  
County Clerk, Kathy Gill

**Intergovernmental Agreement**

**Fire Service Delivery**

**"Automatic Aid"**

**THIS AGREEMENT** is effective on September 1, 2015 and is made between Bartow County, Georgia, a political subdivision of the State of Georgia, and Gordon County, Georgia, a political subdivision of the State of Georgia.

**WITNESSETH:**

**WHEREAS**, Bartow County and Gordon County each maintain and staff a fire department for the purpose of fire suppression, protection, prevention, and first responder services; and,

**WHEREAS**, the parties of this Agreement are desirous of entering into an agreement concerning automatic fire service delivery between these entities; which is mutually beneficial to both entities; and,

**WHEREAS**, Automatic Aid is defined by National Fire Protection Association (NFPA) standard 1142 - 3.3.2 (2012) as *a plan developed between two or more fire departments for immediate joint response on first alarms.* and,

**WHEREAS**, this Agreement shall perpetuate the terms, conditions, and provisions of the joint cooperative agreement; and

**WHEREAS**, each governmental entity to this Agreement has approved and authorized the execution of this Agreement;

**NOW THEREFORE**, for and in consideration of the mutual promises and benefits flowing between these parties, and other good and valuable considerations, the receipt and sufficiency is acknowledged respectively by each party to this Agreement, they do agree as follows:

**Article 1**

This Agreement shall be as a joint service agreement, for the sharing of certain services for the safety, health, benefit and general welfare of all citizens of Bartow and Gordon Counties in Georgia. Therefore, Bartow County and Gordon County may enter into a joint operation and service agreement pursuant to the provisions of O.C.G.A. 36-69-1 et seq., and other respective

sections of the Georgia law which authorizes such agreements between entities. Further, this Agreement shall be construed as an intergovernmental contract for services, entered into pursuant to the authority of the Georgia Constitution, Article 9. The Agreement shall be effective for ten (10) years, or the longest duration otherwise authorized by law; provided that it is not terminated pursuant to the provisions of Article 8 hereof.

## Article 2

The services to be provided by Bartow County and Gordon County pursuant to this Agreement are as follows:

2.1 The parties shall establish a mutually beneficial response district within and up to certain feasible boundary limits as designated and agreed upon by the Bartow County Fire Chief and The Gordon County Fire Chief. This shall be reviewed at a minimum of an annual basis and agreed upon by both parties. Any changes shall be provided to Bartow 911 dispatch center, the Gordon County 911 dispatch center, and Geographic Information System (GIS) services for both Bartow County and Gordon County. The GIS data shall be the data of record that defines said districts in digital data and the master printed map. A copy of this map bearing the signatures of each Fire Chief shall be maintained at each perspective department's headquarters and responding stations. "Exhibit A" shall be attached and shall reflect the automatic aid response areas, street location, and Interstate-75 response protocol at the time of execution of this document.

2.2 The level of automatic response shall be determined by each Fire Department's procedures for responding to emergency fire calls. Non-emergency calls shall not be part of this automatic aid agreement. Non-Emergency alarms will be on a case by case basis as requested under a mutual aid format.

2.3 If a structure fire or alarm activation response is required, both departments shall be dispatched. The department providing automatic aid shall provide one station and the department receiving aid shall provide their standard response for such alarms.

## Article 3 Communications

3.1 When dispatching apparatus to a location involving AUTOMATIC AID, the dispatcher will announce what AUTOMATIC AID is responding. This will enable the officer in charge of the assignment to know precisely what equipment the officer can expect to arrive on the scene.

3.2 All on scene communications shall be done on a common channel / talk group that is accessible by all emergency fire responders on scene.



3.3 Common language shall be used defined by NFPA as clear text. No ten (10) codes shall be used. This common language / terminology shall also be a basis for and used during joint training.

3.4 Alarm assignments shall be coordinated with the Chief of both departments, the 9-1-1 Director of Bartow County, and the 9-1-1 Director of Gordon County to ensure that proper protocol is maintained and to insure and orderly and professional response of emergency personnel and equipment.

#### Article 4 Supervision and Investigations

4.1 The supervision of all incidents shall be handled using the incident command system and components of the National Response Framework including the National Incident Management System as needed. All incidents by design shall have the ability to escalate or de-escalate seamlessly.

4.2 Incident Command shall be established by first arriving unit. Transfer of command shall be done as dictated by other arriving units, size of incident and jurisdiction of incident. Official transfer of command shall be face to face and acknowledged via fire ground communications. Department providing aid may maintain command if requested by department receiving aid, once receiving aid department places units and manpower on scene.

4.3 Origin and cause investigations for all fires shall be the responsibility of the department who has legal jurisdiction where the fire occurred in accordance to OCGA 25-2-12.6 and 25-3-1.

#### Article 5 Training

5.1 The parties shall participate in joint company training in accordance with requirements of Insurance Service Organization (ISO), Georgia Firefighters Standards and Training Council (GFSTC) and recommended practices of NFPA. This training is to insure standardization and philosophy to carry out the requirements of this agreement. Both departments shall jointly set dates for their joint automatic aid in November of each year for the following year.

#### Article 6 Compensation

6.1 In accordance with O.C.G.A. § 38-3-30(b), the Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of the claim under oath is served by mail or

otherwise upon the chief fiscal officer of the Requesting Party. The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid and shall defray the actual traveling and maintenance expenses of such employees due for compensation due to personal injury or death while the employees are engaged in rendering the aid. Expenses that are to be reimbursed by the Requesting Party shall include the following: Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act. The term "employee", as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

6.2 Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced.

6.3 Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party.

6.4 Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this agreement shall be the actual and reasonable costs incurred by the Assisting Party.

6.5 The Assisting Party shall maintain records and submit invoices for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

#### Article 7 Liability

7.1 There shall be no liability imposed on any party or its personnel for failure to respond for the purpose of extinguishing or controlling fire or other immediate response emergency.

7.2 Every employee shall be deemed the agent of their regular employer, and under no circumstance shall any employee be deemed to be an employee or agent of any entity other than his regular employer.



7.3 Any damage or other compensation which is required to be paid to any fire employee by reason of their injury occurring while their services are being utilized pursuant to this Agreement shall be the sole liability and responsibility of the party regularly employing that person.

7.4 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 hereunder for any cause whatsoever.

#### Article 8 Terms of Agreement

8.1 This Agreement shall commence on the date of September 1, 2015 pending approval of the Bartow County Commissioner and the Gordon County Commission in an open meeting and will automatically renew on the anniversary of the effective date unless either party provides written notice to the other party of intent to withdraw from this Agreement. Notice of intent to withdraw or modify this Agreement shall be provided a within ninety (90) days of the expiration of the term of this Agreement.

8.2 It is agreed by each of the parties that for the purposes of liaison and administration, the Bartow County Fire Chief and the Gordon County Fire Chief shall be jointly responsible.

8.3 Either party to this agreement may terminate the Agreement by giving not less than ninety (90) days written notice to the other party and upon the running of ninety (90) days from such written notice, this Agreement shall be terminated.

8.4 In the event any part or provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereof and hereto set their hands and seals.

Reviewed by and Submitted by for Approval:

Date: 6-26-15

[Signature]

Gordon County Fire Chief

Date: 6-26-15

[Signature]

Bartow County Fire Chief

This 7 day of July, 2015

Signed, sealed, and delivered  
in the presence of:

[Signature]  
NOTARY PUBLIC

GORDON COUNTY, GEORGIA

[Signature]  
Commission Chair

ATTEST: [Signature]

Signed, sealed, and delivered  
in the presence of:

[Signature]  
NOTARY PUBLIC

BARTOW COUNTY, GEORGIA

[Signature]  
Commissioner

ATTEST: [Signature]

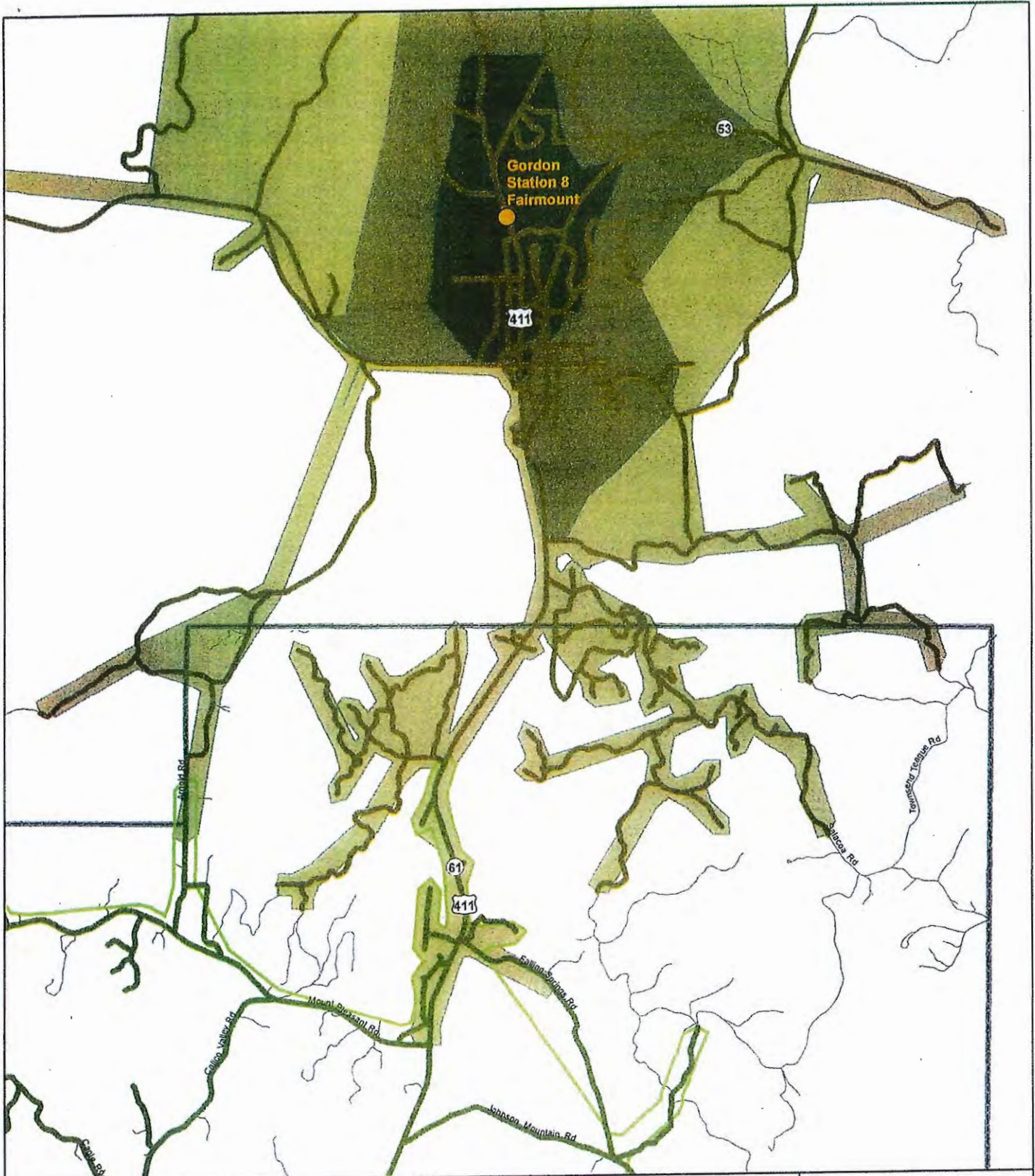




## Exhibit A

Interstate 75 responses shall consist of Bartow County Fire Department responding Northbound on all interstate calls from Exit 306 to Exit 312 and Gordon County Fire Department responding Southbound from Exit 312 to 306 until which time Exit 310 is officially established and opened for use by the Georgia Department of Transportation. At that time, Bartow County Fire Department will respond Northbound from Exit 306 to 310 and Gordon County Fire Department will respond Southbound on all interstate calls from Exit 310 to Exit 306.

See attached maps for additional response areas.

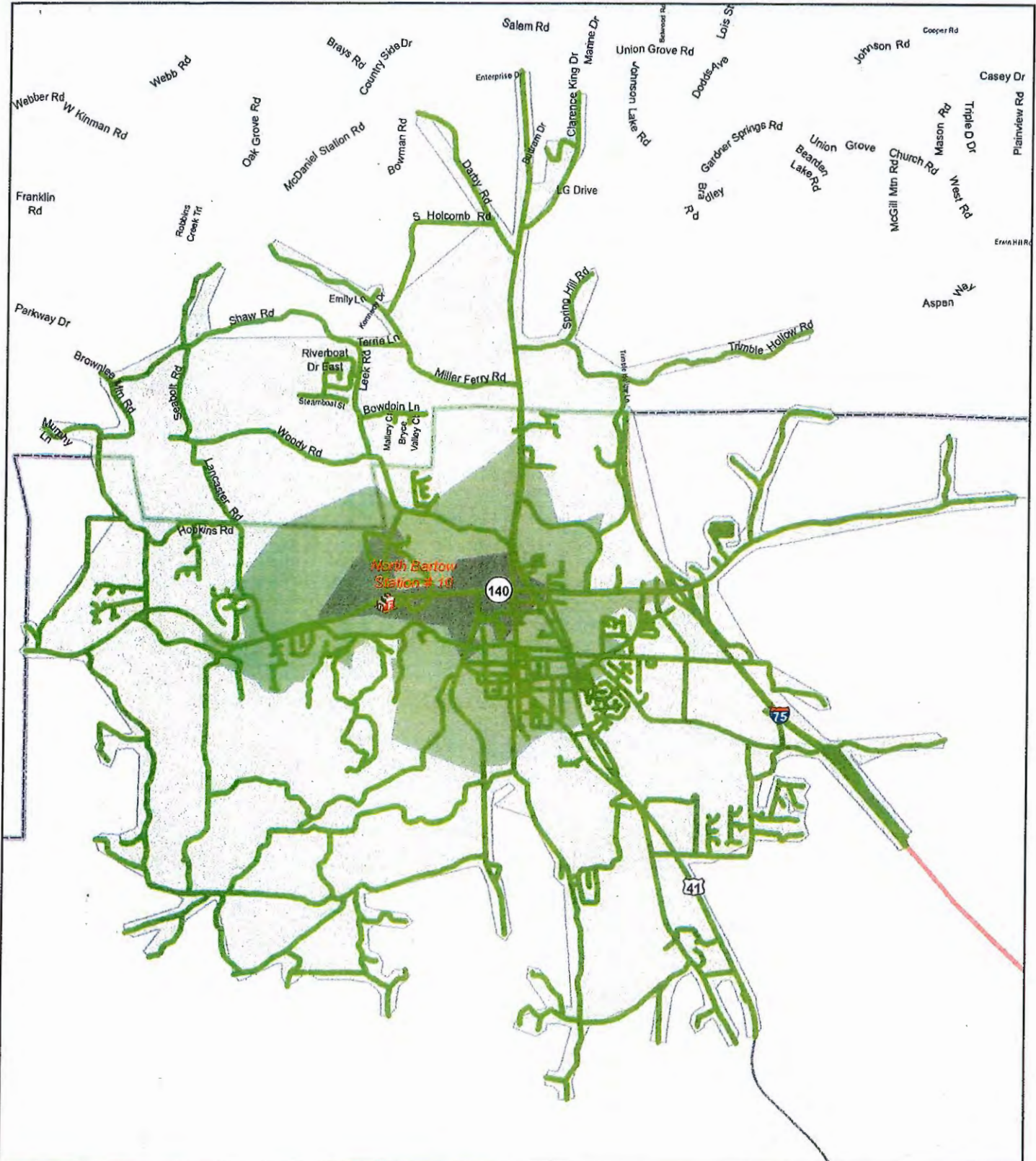


**Gordon County Station 8  
Bartow County Station 8  
5 Mile Response Area  
(actual road mileage)**



- 5 Mile Service
- 2 miles
- 1 mile
- 5 miles
- 5 Mile Service
- 1 mile
- 2 miles
- 5 miles





North Bartow  
Station # 111

140

75

41



### Bartow County 5 Mile Response Area (actual road mileage)



-  5 Mile Service Area
-  1 mile
-  2 miles
-  5 miles





# Paulding County



535 Seaboard Avenue

Hiram, GA 30141

Office: 770-222-1160 Fax: 770-222-7131

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## MUTUAL AID FIREFIGHTING ASSISTANCE AGREEMENT

The parties affixing their signatures to this document are the senior authorized representatives of their respective organizations, and as such, agree to provide firefighting equipment and or manpower on request and as available for fire suppression, prevention, investigations, and for the protection of life and property from fire or other emergency situations.

### BOTH PARTIES AGREE ON THE FOLLOWING:

Territorial responsibility of each party adjoins the other. Each party maintains firefighting personnel and equipment for the purpose of fire suppression, protection and prevention. This agreement is entered into pursuant to O.C.G.A. §§ 25-3-3 and 38-3-29(a).

It is to the mutual advantage of both parties to provide supplemental fire suppression, protection, and prevention equipment and or personnel to each other in the event of a fire or other emergency when primary resources are insufficient to contain the situation on a timely basis.

The party **REQUESTING** mutual aid (hereinafter also referred to as the "Requesting Party" or "Receiving Jurisdiction") is responsible for identifying specific needs regarding equipment and or personnel. The party **FURNISHING** mutual aid (hereinafter also referred to as the "Assisting Party" or "Furnishing Jurisdiction") will determine the actual amount of aid extended in each instance of request based on availability of personnel and or equipment. The equipment and or personnel provided for mutual aid may be recalled at the sole discretion of the **FURNISHING** jurisdiction if circumstances warrant. It is further agreed that both parties will participate in joint training exercises in order to ensure basic standardization of operations and philosophy, to the extent necessary as determined and agreed on before by the Fire Chief of each party.

### SUPERVISION

The use of the Incident Command System will be utilized to manage all incidents requiring Mutual Aid assistance. The **FURNISHING** jurisdiction shall **NOT** furnish a Chief or Assistant Chief unless the jurisdiction **RECEIVING** the mutual aid requests such person. If a Chief or Assistant Chief is requested, that officer is expected to coordinate and direct work to be done. That officer is expected to be **IN COMMAND** until properly relieved by the jurisdiction receiving the mutual aid. Personnel who are furnished will work under their own supervisors and with their own equipment to the maximum extent possible. General directions relative to the work to be done will be given by the officers of the jurisdiction receiving aid. The **RECEIVING**

jurisdiction is responsible for providing gasoline, diesel fuel, oil, and other materials as needed for use of equipment at an emergency scene.

### **LIABILITY**

In accordance with O.C.G.A. § 38-3-30(b), the Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of the claim under oath is served by mail or otherwise upon the chief fiscal officer of the Requesting Party. The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid and shall defray the actual traveling and maintenance expenses of such employees due for compensation due to personal injury or death while the employees are engaged in rendering the aid.

Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced.

### **COMPENSATION**

Expenses that are to be reimbursed by the Requesting Party shall include the following: Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act. The term "employee", as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party.

Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

### **INJURIES TO PERSONNEL**

Any damage or other compensation which is required to be paid to any fire employee by reason of their injury occurring while their services are being utilized pursuant to this Agreement shall be the sole liability and responsibility of the party regularly employing that person.

### **THIRD PARTIES**

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 for any cause whatsoever.

**TERM OF AGREEMENT**

This agreement shall commence on the date of the execution by affixation of signatures of both parties, and shall continue in force and in effect until terminated by one or both parties through notification, in writing, 30 days in advance.

**ADMINISTRATION**

It is agreed by each of the parties that, for purpose of liaison and administration, the Fire Chief of each jurisdiction shall be jointly responsible.

**APPLICATION**

This agreement shall constitute the entire agreement between both parties, and shall be the sole instrument for the provision of any emergency fire service between the parties.

**IN WITNESS WHEREOF**, we have caused this agreement to be executed on this date appearing below, between Paulding County Fire & Rescue, Paulding County Emergency Management Agency, Bartow County Fire Department, and the Bartow County Emergency Management Agency.

Paulding County Fire & Rescue  
Paulding County EMA

Joey D. Pelfrey, Fire Chief & EMA Director  
Responsible agent/title

Joey D. Pelfrey 5-11-15  
Signature/date

Bartow County Fire Department  
Organization

W. Craig Millsap, Fire Chief  
Responsible agent/title

W. Craig Millsap 5-5-15  
Signature/date

Bartow County EMA  
Organization

Paul Cuprowski, EMA Director

Paul Cuprowski  
Signature/date

Intergovernmental Agreement  
Fire Service Delivery  
"Automatic Aid"

**THIS AGREEMENT** is effective on April 1, 2014 and is made by and between Polk County, Georgia, a political subdivision of the State of Georgia, and Bartow County, Georgia, a political subdivision of the State of Georgia.

**WITNESSETH:**

**WHEREAS**, the parties of this agreement are desirous of entering into an agreement concerning automatic fire service delivery between these entities; which is mutually beneficial to both entities; and

**WHEREAS**, this Agreement shall perpetuate the terms, conditions and provisions of the joint cooperative agreement; and

**WHEREAS**, each governmental entity to this Agreement has approved and authorized the execution of this Agreement;

**NOW THEREFORE**, for and in consideration of the mutual promises and benefits flowing between these parties, and other good and valuable considerations, the receipt and sufficiency is acknowledged respectively by each party to this Agreement, they do agree as follows:

1.

This Agreement shall be construed as a joint service agreement, for the sharing of certain services for the safety, health, benefit and general welfare of all citizens of Bartow and Polk Counties in Georgia. Therefore, Bartow County and Polk County may enter into a joint operation and service agreement pursuant to the provisions of O.C.G.A. § 36-69-1 et seq., and other respective sections of the Georgia law which authorizes such agreements between entities. Further, this Agreement shall be construed as an intergovernmental contract for services, entered into pursuant to the authority of the Georgia Constitution, Article 9. The Agreement shall be effective for ten (10) years, or the longest duration otherwise authorized by law; provided that it is not terminated pursuant to the provisions of paragraph 4 hereof.

2.

The fire delivery services to be provided by Bartow County and Polk County pursuant to this Agreement are as follows:



A. Bartow County will provide Automatic Aid Assistance to Polk County in the unincorporated area(s) that are within a five (5) mile general radius of the Bartow County Fire Station #11, located at 1750 Old Alabama Road, Taylorsville, GA 30178. The specific area of Automatic Aid Assistance coverage covers approximately 4.6 Sq. miles within unincorporated Polk County. This area is generally depicted on Exhibit "A" attached hereto. The exact roads that are to be included in the Automatic Aid Assistance are listed in Exhibit "B" attached hereto. These exhibits are incorporated herein and made a part hereof. Automatic Aid Assistance shall be provided for any fire either inside, adjacent to or a part of any curtilage or out building of any structure within the Automatic Aid Assistance area. Assistance to any other type fire and/or rescue emergency will be handled under the normal Mutual Aid Assistance Agreement(s) between the parties. Bartow County's response shall consist of one (1) Engine Company and crew. Polk County agrees to install signage to identify the limits of The Automatic Aid response area within the Right of Ways of all included roads in Polk County.

B. Polk County will provide Automatic Aid Assistance to the portion of Bartow County, that is within a five (5) mile general radius of Station #4 (Aragon Volunteer Fire Department), located at 51 Waddell Circle Aragon, GA 30104 for any fire either inside or adjacent to or a part of any curtilage or out building for any structure within the fire district. This area is generally depicted on Exhibit "A" attached hereto. The exact roads that are to be included in the Automatic Aid Assistance are listed in Exhibit "B" attached hereto. These exhibits are incorporated herein and made a part hereof. Assistance to any other type fire and/or rescue emergency will be handled under the normal Mutual Aid Assistance Agreement(s) between the parties. The Polk County's response shall consist of one (1) Engine Company and Crew.

C. Alarm assignments will be coordinated between the Director/Chief of each entity with the Director of Polk E-911 and Bartow E-911 facilities to ensure that proper protocol is maintained and to ensure an orderly and professional response of emergency personnel and equipment; taking into consideration the emergency response agreements set forth in subparagraphs A and B of section 2.

D. Although the parties are not forming a "pact" as that term is generally described in O.C.G.A. §25-6-1; nonetheless, the parties are providing additional fire coverage, in the form of Automatic Aid Assistance, pursuant to the terms and conditions of this Agreement. Therefore, all immunities, privileges and protections granted to the parties and their respective employees, shall apply to this Agreement. Further, the parties shall provide their own general liability insurance coverage for their respective equipment, apparatus and personnel; including but not limited to any and all general liability insurance coverage, worker's compensation coverage, and other coverage's as they may desire.

3.

No party to this Agreement nor any official, director, officer, employee, volunteer or other agent of any party shall be liable to any other party or to any other person for failure of any Party to furnish assistance or for recalling assistance.

4.

This Agreement will be in force and effect on or before April 1, 2014 at 12:00 a.m. (midnight) and will automatically be renewed annually on the anniversary of the effective date unless either party provides written notice to the other party notice of intent to withdraw from this agreement. Notice of intent to withdraw or terminate this agreement shall be provided a minimum of 180 day prior to the anniversary date for renewal. This notice will be provided to the address specified herein:

POLK COUNTY COMMISSION  
C/O Chairman  
144 West Avenue  
Cedartown, Georgia 30125

BARTOW COUNTY  
Sole Commissioner  
135 W Cherokee Ave  
Suite 251  
Cartersville, GA 30120

5.

The parties make the following representations and warranties to each other, as conditions precedent to their execution of this agreement:

(a) No approval, or other action by any other governmental authority or agency or other person are required with regard to this project; and

(b) This agreement is executed by a representative who has the authority to do so, based upon the approval at a public meeting, duly called and held, of the respective parties in compliance with the Georgia Open Meetings Act, O.C.G.A. §50-14-1, et. seq., and related laws;

(c) The execution, delivery and performance of this agreement does not violate any ordinances, by-laws, resolutions, regulations or other statutes of any party to this agreement, and does not constitute a breach of, or a default under, any existing administrative regulation, mortgage, release or other instrument to which any party may be bound;

6.

This writing contains the entire Agreement of the parties concerning the matters contained herein, and no modification or change in any manner of the terms, provisions or conditions of this Agreement shall be effective, unless reduced to writing and attached hereto. This Agreement shall be binding upon the parties, their respective successors, legal representatives and assigns.

7.

In the event any portion of this Agreement should be determined to be invalid, then the remaining portions thereof shall continue and remain in full force and effect, to the extent allowed by applicable law. In the event this Agreement is no longer authorized nor allowed by any act of federal or state law, or any provisions that would allow the enforceability of this Agreement to no longer be allowed by law, this Agreement shall be null and void.

8.

Each County shall be authorized to bill the other county for costs associated with deployment of equipment and personnel under this Agreement.

9.

Medical calls shall not be subject to automatic dispatch.

10.

There shall be no liability imposed on any party or its personnel for failure to respond for the purpose of extinguishing or controlling fire or other immediate response emergency.

11.

Every employee shall be deemed to be the employee and agent of his regular employer, and under no circumstance shall any employee be deemed to be an employee or agent of any entity other than his regular employer.

12.

The supervision of all incidents shall be handled using the incident command system.

13.

All damages or repairs to any equipment or apparatus shall be done by the owner's jurisdiction. Each of the parties agree to release the other party from any and all liabilities, claims, judgments, cost or demands for damage to that party's property whether directly or indirectly arising out of the use of any vehicle, equipment, or apparatus being used by the other party during the provision of service pursuant to this Agreement.

14.

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 hereunder for any cause whatsoever.

15.

Time is of the essence of this Agreement.

IN WITNESS THEREOF, each of parties have hereunto placed their hands and affixed their official seal of their government entity accomplished to be effective this 1 day of April, 2014.

Signed, sealed and delivered  
in the presence of:

Dawn Turner  
NOTARY PUBLIC



POLK COUNTY, GEORGIA

By: Marshelle Thaxton  
Marshelle Thaxton

ATTEST: Matthew Dorton

Signed, sealed and delivered  
in the presence of:

Debra J. Andersen  
NOTARY PUBLIC



BARTOW COUNTY, GEORGIA

By: Steve Taylor  
Steve Taylor

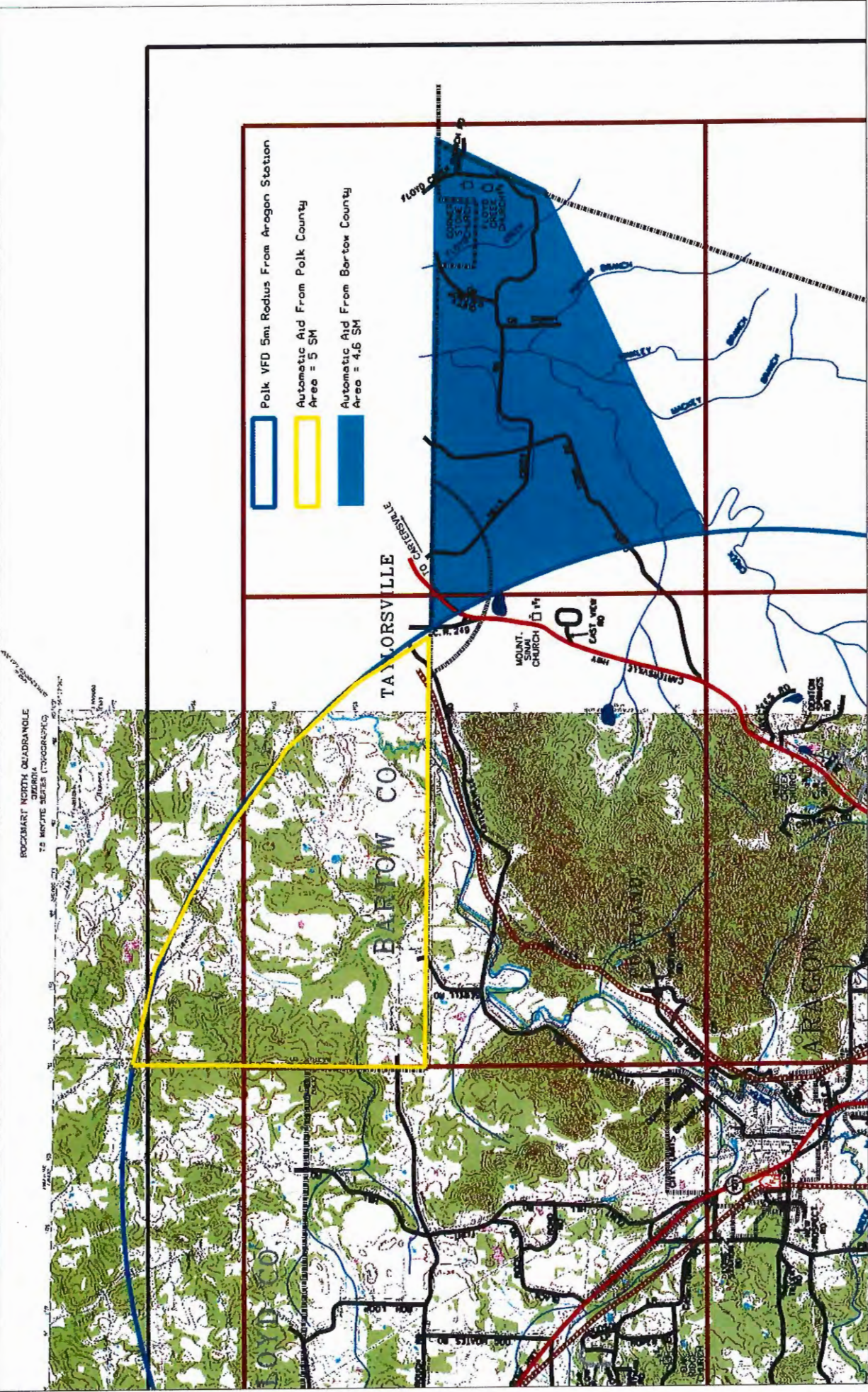
ATTEST: Kathy Sipe

Attachments: EXHIBIT A (Map),  
EXHIBIT B (List of Roads Within Automatic Aid Area)









## **EXHIBIT B**

### **List of Roads Within Automatic Aid Area**

#### **Polk County Roads within the Automatic Aid area;**

- **Davis Town Road**
- **Hills Creek Road**
- **Harris Road**
- **Duffy Waldrop Road**
- **Floyd Creek Church Road**
- **R. S. Waites Road**

#### **Bartow County Roads within the Automatic Aid area;**

- **Aragon Road**
- **County Line Road**
- **Sewell Road**
- **Old Alabama Road**
- **Sheila Ridge Road**
- **Collum Road**

**RURAL FIRE DEFENSE MEMORANDUM OF UNDERSTANDING  
BETWEEN  
GEORGIA FORESTRY COMMISSION  
AND  
\_\_\_\_\_Bartow County\_\_\_\_\_FIRE DEPARTMENT**

Because of the intermingling of structures and wildland fuels in areas of \_\_\_\_\_Bartow\_\_\_\_\_County, the objectives of the two above-mentioned organizations are inseparable, to minimize the loss of life and property as a result of uncontrolled fire. We, the undersigned have arrived at this MEMORANDUM OF UNDERSTANDING for these primary purposes:

1. Provide for closest possible cooperation on mutual objectives.
2. To clarify the purpose and responsibilities of each organization.

Fire Department

1. Areas Covered: Map of station's responsibility
2. Resources: a) Equipment:  
                  b) Manpower:
3. Functional Responsibilities:
4. Funding source:

Georgia Forestry Commission

1. Area Covered: The County of \_\_\_\_\_Bartow\_\_\_\_\_primarily all lands within the county, both private and public, county and state owned, and federal lands not under specific agreement. Georgia Forestry Commission resources located within the county are also responsible for all lands within the State of Georgia upon request by the Chief of Forest Protection or his designee.
2. Resources: a) Equipment:  
                  b) Manpower:
3. Responsibilities: All forest fire protection work shall be under the direction and supervision of the State Forestry Commission, through the Director of said Commission, subject to the provisions of this Act and the laws of the State, now or hereafter enacted, relative to forestry and forest fire prevention and suppression. The Commission shall have power to make and enforce all rules and regulations necessary for the administration of forest fire protection. (Ga. Laws 1949, pp. 937, 938; Ga. Code 1981, Sec. 12-6-83.)

Operational Procedures

1. Dispatching:
  - a) The Forestry Commission will dispatch a crew to any known forest/brush/grass/etc. fire, or to any fires of unknown nature. The Forestry Commission will cooperate with the county emergency dispatch structure by responding to wildland fires as dispatched.
  - b) The Fire Department will dispatch a crew to any known structure fire, wildland fire, or to any fire of unknown nature. the Fire Department will cooperate with the Forestry Commission dispatch structure by responding to wildland fires as notified.



2. Communications: Upon arrival at the scene:

- a) The Forestry Commission will provide command and control for wildland fire suppression and will cooperate with the Fire Department for protection of life and property threatened by a wildland fire. The Georgia Forestry Commission will immediately advise the Fire Department of any burning or threatened structure within the area.
- b) The Fire Department will provide command and control for structural fire suppression and will cooperate with the Georgia Forestry Commission for protection of life and property threatened by structural fires. The Fire Department will immediately advise the Forestry Commission of any burning or threatened natural cover fuels within the area and assistance needed.
- c) This agreement in no way restricts either agency from taking action in an emergency situation to save lives and property regardless of the nature of a fire, either wildland or structural.

3. Mutual Assistance:

- a) Suppression: When both agencies are at the same fire, overall command and control of the incident shall lie with the agency concerned most directly with what is burning. If both woods and structures are on fire simultaneously, each agency shall endeavor to initiate unified command and provide support each to the other to ensure shared resources, public and firefighter safety and efficient incident stability. All fire organizations involved should endeavor to accomplish wildland fire certifications and provide wildland fire personal protective equipment for firefighters who are subject to respond to wildland fires. Only the Georgia Forestry Commission can authorize backfires.
- b) Use: The intended use of Georgia Forestry Commission manpower and equipment (Type 6 Engines) is to provide protection/suppression relative only to wildland fires; I.E. Grass, brush and trees. Forestry Commission personnel are not trained, nor do they possess sufficient personal protective equipment to allow them to function in environments other than those listed above.
- c) Training: Each agency agrees to attend/participate/assist/etc. in the other agency's training program. The authority having jurisdiction shall be responsible to ensure that all persons participating in training and wildland or structural fire suppression activities meet established qualifications and are properly equipped with the required personal protective equipment to safely perform tasks at the individuals assigned level of responsibility.
- d) Other: Each agency mutually agrees to provide support of fire prevention programs which will increase the public awareness of the hazards and destruction of fire and serve to make the objectives of this memorandum possible.

4. *The Georgia Forestry Commission and its sub-contractors are equal Opportunity employers and service providers and subject to all provisions of section 601 of the Civil rights act of 1964 and therefore prohibit discrimination in all programs and services on the basis of race, color, national origin, sex, religion, age, disability, political beliefs, sexual orientation, or marital or family status.*



**COOPERATIVE LEASE AGREEMENT  
FOR RURAL FIRE DEFENSE**

STATE OF GEORGIA  
COUNTY OF Bartow

THIS AGREEMENT, made and entered into this 12 day of February, 2009, by and between the GEORGIA FORESTRY COMMISSION, an agency of the State of Georgia, hereinafter referred to as "COMMISSION," and the Bartow County Fire Department, hereinafter referred to as "COOPERATOR."

WITNESSETH:

WHEREAS, it is of vital importance to the State of Georgia to protect and develop its forest land resources; and

WHEREAS, such protection and development requires the suppression of uncontrolled fires, both within and without corporate limits; and

WHEREAS, the COMMISSION is charged by State law with providing a means of forest fire defense in all forest and rural areas; and

WHEREAS, the COOPERATOR is desirous of aiding the COMMISSION and itself in a coordinated fire program:

NOW THEREFORE, for and in consideration of the mutual benefits to each party as hereinafter appear below, both parties agrees as follows:

- A. The COMMISSION agrees to the loan and/or lease to the COOPERATOR of the equipment described in the attached addendum and this agreement to be used in accordance with the following terms.
- B. The COOPERATOR agrees:
  1. To reimburse the COMMISSION in the amount of \$0 for cost involved in the construction, rigging and conversion of leased equipment provided, which sum shall not be refundable to the COOPERATOR. Leased equipment is indicated on the addendum with an asterisk. (\*)
  2. To operate said equipment at no cost to the State
  3. To make said equipment available for inspection by the COMMISSION at any time
- C. The PARTIES mutually agrees:
  1. Title to all the equipment (\*) listed on the addendum shall remain in the State
  2. The equipment may not be sold, junked or traded, but must be returned to the COMMISSION for final disposition;
  3. When any equipment is returned to the COMMISSION upon termination of this agreement or for other purposes, such equipment shall have at least the same component parts as it had when the COOPERATOR received the equipment.
  4. Title to all accessories, tools, etc. added by the COOPERATOR shall remain with the COOPERATOR and may be removed prior to returning the equipment.
  5. All equipment, leased or loaned, is limited to wildland fire use and the use of water in the public interest under unusual or emergency conditions. Other uses of loaned or leased equipment will be considered

misuse of equipment and could result in the COMMISSION causing termination of the agreement. (See Item 10)

- 6. A decal, furnished by the COMMISSION, shall be affixed to the major pieces of equipment in a prominent and proper location visible to the public indicating that it is a "fire unit" being operated by the COOPERATOR;
- 7. Any employee of the COOPERATOR or other person enlisted by the COOPERATOR to man said equipment shall not be considered an employee of the COMMISSION for any purpose. The COOPERATOR shall have the responsibility for any Workman's Compensation Claim instituted by any person manning said equipment at the request of the COOPERATOR;
- 8. The COMMISSION agrees to reimburse the COOPERATOR for reasonable expenses to include lodging, meals, and subsistence incurred by the COOPERATOR related to regular attendance of the Rural Fire Defense Advisory Counsel meetings and Wildland fire training sessions.
- 9. This agreement shall not supersede any prior agreement between the parties for the coordinated protection of uncontrolled fire on any forest lands with the State of Georgia.
- 10. Government entity shall maintain either liability insurance or self-insured status covering all chassis on loan from the COMMISSION and provide supporting documentation for the duration of the agreement.
- 11. This agreement shall be effective from the date first appearing on Page One and shall continue in force from year to year, not to exceed fifty (50) years, unless terminated by either party by thirty (30) days written notice to the other. Up-dating and re-signing will not alter or extend the initial lease agreement date.

*Both parties agree under the provisions of Section 601 of the Civil Rights Act of 1964, prohibit discrimination in all programs and services on the basis of race, color, national origin, sex, religion, age, disability, political beliefs, sexual orientation, or marital or family status.*

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

*Charles Braun*  
 COOPERATOR, Mayor or County  
 Commission Chairperson

\_\_\_\_\_  
 DIRECTOR  
 GEORGIA FORESTRY COMMISSION

*Commissioner*  
 TITLE





**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: BARTOW COUNTY**

**Service: Building Inspection**

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.): **Bartow County, Cities of Adairsville (under contract with Bartow County), Cartersville, Emerson, Euharlee, Kingston, Taylorsville, White**
- 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>
Bartow County	General Fund, User Fees
Cities of Adairsville, Cartersville,	
Emerson, Euharlee, Kingston,	
Taylorville, and White	

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

Adairsville contracts with Bartow County to provide this service. Other cities arrange for their own inspections.

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>
Building Inspection	Bartow County, City of Adairsville	11/12/15, 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?

7. Person completing form: **Tom Sills, AICP, Planner**  
 Phone number: **770.607.6265** Date completed: 11/16/17

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:  
**PETER OLSON, COUNTY ADMINISTRATOR (770) 387-5030**



STATE OF GEORGIA  
COUNTY OF BARTOW

**BUILDING CODE PERMITTING & INSPECTION SERVICES  
INTERGOVERNMENTAL AGREEMENT**

**THIS AGREEMENT**, made and entered into this 12 day of Nov., 2015, by and between Bartow County, a political subdivision of the State of Georgia (sometimes hereinafter referred to as "County"), and the City of Adairsville, a municipal corporation chartered under the laws of the State of Georgia (sometimes hereinafter referred to as the "City").

**W-I-T-N-E-S-S-E-T-H:**

**WHEREAS**, the City entered into an agreement for building code permitting and inspection services with Bartow County on March 16, 1989; and

**WHEREAS**, said Agreement authorizes the County to perform building code permitting, inspection and structural plan review services within the City and on behalf of the City and in accordance with the County's code; and

**WHEREAS**, the City continues to desire to contract with the County for the provision of building code permitting, inspection and structural plan review services within the City under the terms and conditions as herein provided; and

**WHEREAS**, the County and the City desire to enter into an agreement for the purpose of building code permitting, inspection and structural plan review services within the City; and

**WHEREAS**, Article IX, Section III, Paragraph I, of the Constitution of the State of Georgia provides that counties and municipalities of the State of Georgia may contract with one another for the provision of services for any period not exceeding fifty (50) years; and

**WHEREAS**, the City has adopted or will adopt an ordinance that is the same as the County's Building Code Ordinance so that the county inspectors are uniformly enforcing the same ordinance within both the unincorporated area of the County and the incorporated area of the City; and

**WHEREAS**, the County and the City deem it to be in the best interest of the citizens of their respective jurisdictions that this Agreement be entered into to, inter alia, carry out and enforce Building Code and other related laws throughout Bartow County; and

**WHEREAS**, the City Council of Adairsville has reviewed this Agreement and did, at the regular meeting of the city council held on November 12, 2015 authorize its Mayor to sign this Agreement; and

**WHEREAS**, the County has reviewed this Agreement and authorized its Commissioner to sign this Agreement.

**NOW, THEREFORE** in consideration of the mutual benefits flowing from one party to the other, the adequacy and sufficiency of which is acknowledged it is hereby agreed as follows:

1.

The County will provide building code permitting, inspections and structural plan review staff who will enforce said ordinance within the jurisdiction of the City on behalf of the City under the policies and procedures established by the department for the efficient and effective operation of the department, including, but not limited to, all administrative type services required of the department, and other related miscellaneous and incidental services provided by the staff of the department.

2.

The County agrees, upon a request from the City or its agents, to make available for inspection at a mutually convenient time all records pertaining to the provisions of this agreement.

3.

This Agreement shall commence as of November 13, 2015 and terminate on November 15, 2016 unless otherwise terminated in accordance with the other provisions of this Agreement; provided, however, this Agreement shall automatically continue from year to year (for a maximum of 49 years) unless terminated for cause or convenience and after a written notice of not less than ninety (90) days before the annual renewal date. In the event that an adjustment to this Agreement is desired by either party during the annual ninety-day renewal period, such adjustment shall be mutually agreed upon and the Agreement revised, amended, approved and signed by the appropriate authorities for each party; otherwise, this Agreement shall terminate as of the date specified or at the end of any renewal term.

4.

Either party may terminate this Agreement as a matter of convenience at any time during any year after giving written notice of the proposed termination not less than ninety (90) days prior to the proposed termination date.

5.

Time is of the essence in the performance of this Agreement.



6.

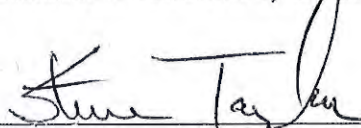
This Agreement contains all the terms and conditions and represents the entire Agreement between the parties and supersedes any pre-existing Agreements relating to building code permitting, inspection and plan review services by the County within the City. Any alterations of this Agreement shall be invalid unless made by an amendment in writing, duly executed by the parties. There are no understandings, representations, or agreements, written or oral, other than those contained in this Agreement.

**IN WITNESS WHEREOF**, the County and City have caused this Agreement to be duly executed by their proper officers and attested with their corporate seals affixed hereto as set forth in triplicate originals on the day and year first written above.

Attest:

  
Kathy Gill, Clerk

**BARTOW COUNTY, GEORGIA**

  
Steve Taylor, Commissioner

Attest:

  
Nicole Scoggins, Clerk

**CITY OF ADAIRSVILLE**

  
Kenneth Carson, Mayor





**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: BARTOW COUNTY**

**Service: Clarence Brown Conference 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.): **Cartersville-Bartow County Convention and Visitors Bureau**
- 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.): **Type Name of Government, Authority or Organization Here**
- 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: **Type Name of Government, Authority or Organization Here**
- 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.): **Type Name of Government, Authority or Organization Here**

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>
Bartow County	General Fund, Rental fees, SPLOST, Hotel/Motel Tax
Cartersville	General Fund, Rental fees, SPLOST, Hotel/Motel Tax

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

New facility built since 1999 SDS

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>
Operations	Bartow County, City of Cartersville,	9/1/10 - on-going
Amend - Jt. Econ. Dev. offices	Bartow County, City of Cartersville, CVB	2015 - on-going
2d Amendment - Maintenance	Bartow County, Convention and Visitors Bureau	1/11/17 - on-going

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?

Cost sharing effective immediately upon signing

7. Person completing form: **Tom Sills, AICP, Planner**  
 Phone number: **770.607.6265**      Date completed: 1/18/18

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:  
**PETER OLSON, COUNTY ADMINISTRATOR (770) 387-5030**



**INTERGOVERNMENTAL AGREEMENT BETWEEN  
BARTOW COUNTY and CITY OF CARTERSVILLE  
FOR OPERATION OF THE CLARENCE BROWN CONFERENCE CENTER**

**THIS AGREEMENT** is made and entered into by and between **Bartow County**, a political subdivision of the State of Georgia (sometimes hereinafter referred to as "**County**") and **City of Cartersville**, a municipal corporation chartered under the laws of the State of Georgia (sometimes hereinafter referred to as "**City**"), and is effective as of the date specified herein.

**WHEREAS**, Bartow County and the Cities of Cartersville, Adairsville, Emerson, Euharlee, Kingston, Taylorsville and White did agree to a special purpose local option sales tax project to fund a Conference Center, which has been named the Clarence Brown Conference Center; and

**WHEREAS**, the Clarence Brown Conference Center, located at Highway 20 and Roving Road, is under construction and expected to be completed by the end of 2010; and

**WHEREAS**, the purposes of the Conference Center include: to promote economic development; to provide a facility to bring desirable conferences, conventions, trade shows, meetings and other events to Bartow County; to provide a facility for economic development; to promote Bartow County and the municipalities in the County for tourism purposes; to provide an assembly space for peaceful social gatherings for the citizens of Bartow County; to provide a location for community events such as graduations and awards ceremonies; to promote the construction of supporting hotel, restaurant and other ancillary facilities and businesses; to provide a location for the operation of the Cartersville-Bartow County Tourism Council, Inc. d/b/a/ the Cartersville-Bartow County Convention and Visitors Bureau (hereinafter "**CVB**"); and related tourism and economic development activities; and

**WHEREAS**, all parties hereto agree that the purpose of the Conference Center is expressly not to be a public forum or to provide a forum for expressive activity and that the Conference Center is not dedicated to First Amendment activity; and it is further the intent of the parties hereto that the Conference Center be considered a nonpublic forum, subject to the reasonable restrictions set forth herein, which are designed to ensure the facility is used to promote economic development and are not designed to suppress expression based on the speaker's viewpoint, consistent with the holdings of the U.S. Supreme Court regarding nonpublic fora; and

**WHEREAS**, Bartow County desires to have the Conference Center operated and managed by the CVB, which organization has the skills and experience necessary for attracting economic development and promoting tourism; and

**WHEREAS**, it is intended that the Conference Center operate for the above-stated public benefit purposes, and it is not intended to be a revenue-generating operation, but rather to have its costs covered by fees generated and a one percent hotel-motel tax; and

**WHEREAS**, the County and City have agreed to cover any shortfall in the operational costs of the Facility, such costs to be split equally (50% from City and 50% from County), and further each has agreed to provide a \$50,000.00 (fifty thousand dollar) initial start up contribution to fund costs associated with opening the Facility; and

**WHEREAS**, the County and the City desire to enter into an Intergovernmental Agreement relating to the contribution of costs to the Facility and other provisions, and

**WHEREAS**, Article IX, Section III, Paragraph I, of the Constitution of the State of Georgia provides that counties and municipalities of the State of Georgia may contract with on another for any period not exceeding fifty (50) years; and

**WHEREAS**, the County and City deem it to be in the best interest of the citizens of their respective jurisdictions that this Agreement be entered into; and

**WHEREAS**, the County has reviewed this Agreement and did, at the regular meeting of the Commissioner, authorize its Commissioner to execute this Agreement; and

**WHEREAS**, the Mayor and City Council of Cartersville has reviewed this Agreement and did, at the regular meeting of the City Council, authorize its Mayor and City Clerk to sign this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual benefits flowing from one party to the other, the adequacy and sufficiency of which is acknowledged, it is hereby agreed as follows:

1.

Definition. "Facility" as used herein refers to the Clarence Brown Conference Center including the grounds, parking areas, access roads, outbuildings and the amphitheater, and also to any part thereof.

2.

Management Agreement. The County and City have entered or will enter a Management Agreement with the CVB regarding the operation of the facility. The Management Agreement is set forth as Exhibit A hereto and is approved by all parties. Any amendment of the Management Agreement is subject to review and approval by the County and City. The CVB is operating the Facility in exchange for being provided space for CVB offices. In said Management Agreement, the County and City will require the following:

- (a) CVB shall maintain detailed financial records of all revenue collected and expended in the operation of the Conference Center and maintenance of its grounds. CVB shall maintain separate accounts for the funds contributed by the

City and County for the operation and maintenance of this Facility, separate from the funds used to run CVB and perform its other functions. CVB shall be required to expend funds provided for the operation and maintenance of this Facility only for these purposes.

(b) CVB shall open its records and books to the County or City of Cartersville upon demand.

(c) CVB shall provide an annual independent financial audit of its operations of the Conference Center to the City of Cartersville and Bartow County.

(d) CVB shall pay all costs of operation of the Facility, including maintenance, utilities, staff costs and insurance.

(e) CVB shall set fees for the rental and use of the Facility, including booking and security deposits. Such fee schedule shall be subject to prior approval by the County and City.

(f) CVB shall set policies the rental and use of the Facility to protect the Facility and secure public health, safety and welfare, as well as to comply with the intended purposes of the City and County for the Facility. Such policies shall be subject to prior approval by the County and City.

3.

Expenses of Operation. It is intended by the parties and the CVB that the Fees for operation of the Facility, in combination with the contribution of a portion of the hotel-motel tax authorized to be imposed, levied and collected by the City of Cartersville and Bartow County as specified below in paragraph 6, shall generate sufficient revenue to offset the costs of operation and maintenance of the Facility.

4.

Start-Up Costs. To cover initial start up costs, Bartow County and the City of Cartersville each agree to contribute \$50,000 (fifty thousand dollars) to the CVB for the operation of the Facility. These funds shall be provided to CVB by September 1, 2010 and shall be deposited in the separate accounts required by paragraph 2(a).

5.

Shortfalls. To the extent the revenue from the Facility combined with the hotel-motel excise tax contribution set forth in paragraph 6 below does not offset the costs of the facility, the CVB shall be required to present a budget request to Bartow County and the City of Cartersville for revenue support for the facility, in a timely fashion for the budget preparation deadlines of the County and City. The City and County agree to split such shortfalls equally (50% from City and 50% from County).



6.

Hotel-Motel Excise Tax Contribution. Both the City of Cartersville and Bartow County previously were authorized to impose, levy and collect a hotel-motel excise tax pursuant to O.C.G.A. § 48-13-51, and previously authorized that tax at the rate of five percent (5%). Pursuant to House Bill 1429 and House Bill 1430, and that certain resolution of the City Council of Cartersville approved March 18, 2010 and that certain resolution of the Commissioner of Bartow County approved March 17, 2010, the City and County are now authorized to impose, levy and collect the hotel-motel excise tax at a rate of six percent (6%). The County and City agree to apply and dedicate the additional one percent of tax authorized to the operation and maintenance of the Facility.

7.

Insurance. The County shall maintain property insurance on the Facility. The CVB shall be required to provide general liability insurance with limits of \$1,000,000 on the Facility. The CVB shall be required to maintain worker's compensation insurance and automobile insurance each with limits of \$1,000,000 for the actions of its employees and staff.

8.

Indemnification. The County and City agree to indemnify and hold harmless the other from and all claims, actions, injuries, damages and lawsuits resulting from either party's performance of their obligations under this agreement.

9.

Notices. Official notices, payments and correspondence to the County shall be delivered in person or transmitted via U. S. Mail, postage prepaid addressed to the County Administrator of Bartow County at Suite 251, 135 West Cherokee Avenue, Cartersville, Georgia 30120 and Official notices and correspondence to Cartersville shall be delivered in person or transmitted via U.S. Mail postage prepaid, addressed to the City Manager of Cartersville, at Post Office Box 1390, Cartersville, Georgia 30120.

10.

Effective Date. This Agreement shall be effective September 1, 2010 or upon the date of the last signature by either party, whichever is later.

11.

Entire Agreement. This Agreement contains all the terms and conditions and represents the entire Agreement between the parties and supersedes any pre-existing Agreement related to the Facility. Any alteration of this Agreement shall be invalid

unless made by an amendment in writing, duly executed by the parties. There are no understandings, representations, or agreements, written or oral other than those contained in this Agreement.

IN WITNESS WHEREOF, the County and City have caused this Agreement to be duly executed by their proper officers and attested with their corporate seals affixed hereto as set forth in duplicate originals.

Attest:

**BARTOW COUNTY, GEORGIA**

  
\_\_\_\_\_  
Kathy Giff, County Clerk

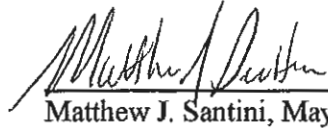
  
\_\_\_\_\_  
Clarence Brown, Commissioner

Date: 9/1/2010

Attest:

**CITY OF CARTERSVILLE**

  
\_\_\_\_\_  
Connie Keeling, City Clerk

  
\_\_\_\_\_  
Matthew J. Santini, Mayor

Date: 8/19/10

AMENDMENT TO INTERGOVERNMENTAL AGREEMENT  
BETWEEN BARTOW COUNTY AND THE CITY OF CARTERSVILLE  
FOR THE OPERATION OF THE CLARENCE BROWN CONFERENCE CENTER

WHEREAS, Bartow County and the City of Cartersville entered into an Intergovernmental Agreement effective September 1, 2010 regarding the Clarence Brown Conference Center at 5450 Georgia Highway 20, Cartersville (hereinafter "Facility"), which agreement provides that the Cartersville-Bartow County Tourism Council, Inc. d/b/a the Cartersville-Bartow County Convention and Visitors Bureau (hereinafter "CVB") shall manage the Facility and which Facility was leased to the CVB; and

WHEREAS, the City and County jointly provide funding for the Bartow-Cartersville Joint Development Authority and its Cartersville-Bartow County Economic Development Department, and the City and County desire that Bartow-Cartersville Joint Development Authority relocate to the Facility, and specifically to the rooms designated as Allatoona Classrooms I-IV and the hallway upon which they are located; and

NOW THEREFORE, the aforesaid intergovernmental agreement is amended as follows, by adding paragraph 2(g):

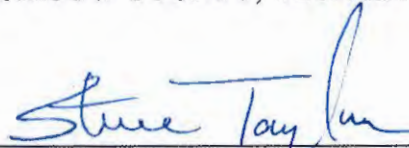
2(g) The rooms designated Allatoona Classrooms I-IV and the hallway upon which they are located at the Clarence Brown Conference Center are being provided to the Bartow-Cartersville County Joint Development Authority for its Cartersville-Bartow County Economic Development Department and as such are not subject to the Management Agreement or Lease Agreement with the CVB. Those rooms shall no longer be rented and no rent or other costs shall be paid to CVB in connection with the use of those rooms. Additionally, the Bartow-Cartersville Joint Development Authority shall have the use of the common areas such as entry, lobby, hallways and bathrooms.

IN WITNESS WHEREOF, the City and County have caused this Amendment to be duly executed by their proper officers and attested with their corporate seals affixed hereto as set forth in duplicate originals.


ATTEST:

  
Kathy Gill, Clerk

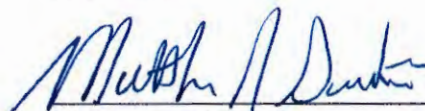
BARTOW COUNTY, GEORGIA

  
Steve Taylor, Commissioner

ATTEST:

  
Connie Keeling, City Clerk

CITY OF CARTERSVILLE,  
GEORGIA

  
Matthew J. Sanfani, Mayor



AMENDMENT TO MANAGEMENT AGREEMENT  
BETWEEN BARTOW COUNTY, THE CITY OF CARTERSVILLE, AND THE  
CARTERSVILLE-BARTOW COUNTY TOURISM COUNCIL, INC. D/B/A THE  
CARTERSVILLE-BARTOW COUNTY CONVENTION AND VISITORS BUREAU  
FOR THE OPERATION OF THE CLARENCE BROWN CONFERENCE CENTER

WHEREAS, Bartow County, the City of Cartersville and the Cartersville-Bartow County Tourism Council, Inc. d/b/a the Cartersville-Bartow County Convention and Visitors Bureau (hereinafter "CVB") entered into a Management Agreement effective September 1, 2010 regarding the Clarence Brown Conference Center at 5450 Georgia Highway 20, Cartersville (hereinafter "Facility"), CVB shall manage the Facility and which Facility was leased to the CVB; and

WHEREAS, the City and County jointly provide funding to the Cartersville-Bartow County Joint Development Authority and its Cartersville-Bartow Economic Development Department, and the City and County desire that Department to relocate to the Facility, and specifically to the rooms designated as Allatoona Classrooms I-IV and the hallway upon which they are located; and

NOW THEREFORE, the aforesaid management agreement is amended as follows, by deleting paragraph 1 and replacing it with the following:

1. **Operation.** The Conference Center shall be operated by the CVB as set forth herein. The CVB shall locate its offices in the Conference Center. The CVB shall control scheduling and rental of the Facility. "Facility" as used herein shall refer to the entire Conference Center except the rooms designated Allatoona Classrooms I-IV and the hallway upon which they are located at the Clarence Brown Conference Center (the "Excluded Area"), and shall also include the parking areas, grounds, access road, outbuildings and the amphitheater, and to any part thereof. The CVB and Bartow County have executed a Lease Agreement relating to the Facility, which shall also be amended to exclude the Excluded Area. The Excluded Area is being provided to the Bartow-Cartersville Joint Development Authority for its Cartersville-Bartow County Economic Development Department use and such area shall not be subject to the Management Agreement or Lease Agreement with the CVB. Those rooms shall no longer be rented and no rent or other costs shall be paid to CVB in connection with the use of those rooms. The CVB and Cartersville-Bartow County Joint Development Authority shall cooperate to ensure both entities can function effectively.

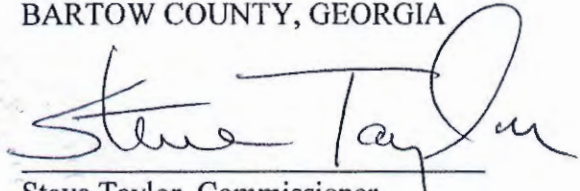
All references to said Excluded Area is to be deleted from all schedules. Additionally, the Bartow-Cartersville Joint Development Authority shall be allowed the use of common areas such as the entry, lobby, hallways, and bathrooms.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2015 pursuant to authority duly granted to the undersigned.

ATTEST:

BARTOW COUNTY, GEORGIA

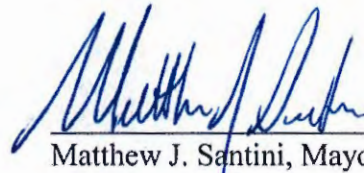
  
Kathy Gill, Clerk

  
Steve Taylor, Commissioner

ATTEST:

CITY OF CARTERSVILLE,  
GEORGIA

  
Connie Keeling, City Clerk

  
Matthew J. Santini, Mayor

CARTERSVILLE-BARTOW COUNTY TOURISM COUNCIL, INC.  
D/B/A CARTERSVILLE-BARTOW COUNTY  
CONVENTION AND VISITORS BUREAU

ATTEST:

\_\_\_\_\_  
by:  
its:

\_\_\_\_\_  
Corp. Secretary



2<sup>nd</sup> AMENDMENT TO LEASE AGREEMENT  
BETWEEN BARTOW COUNTY AND THE  
CARTERSVILLE-BARTOW COUNTY TOURISM COUNCIL, INC. D/B/A THE  
CARTERSVILLE-BARTOW COUNTY CONVENTION AND VISITORS BUREAU  
FOR THE CLARENCE BROWN CONFERENCE CENTER

WHEREAS, Bartow County and the Cartersville-Bartow County Tourism Council, Inc. d/b/a the Cartersville-Bartow County Convention and Visitors Bureau (hereinafter "CVB") entered into a Lease Agreement effective September 1, 2010 regarding the Clarence Brown Conference Center at 5450 Georgia Highway 20, Cartersville (hereinafter "Facility"); and

WHEREAS, parties previously amended the Lease Agreement in 2015 and wish to further amend the agreement to reflect changed circumstances;

NOW THEREFORE, the aforesaid lease agreement is amended as follows by deleting paragraph 11 and replacing it with a new paragraph 11 as follows:

11. **Maintenance.** The CVB shall be responsible for maintenance, repair and upkeep or upgrade of the Facility, including janitorial, interior and exterior, kitchen equipment, furnishings and systems such as HVAC and audio/video, using funding provided by rental and provided through the hotel motel excise tax provided by the various cities and the County to support tourism product development. County maintenance personnel shall assist with maintenance where able at the request of the Executive Director, which requests shall be made through the County Facilities Director.

Executed this 11<sup>th</sup> day of January, 2017 pursuant to authority duly granted to the undersigned.

ATTEST:

BARTOW COUNTY, GEORGIA

  
Kathy Gill, Clerk

  
Steve Taylor, Commissioner

CARTERSVILLE-BARTOW COUNTY TOURISM COUNCIL, INC.  
D/B/A CARTERSVILLE-BARTOW COUNTY  
CONVENTION AND VISITORS BUREAU

ATTEST:

\_\_\_\_\_  
by:  
its:

\_\_\_\_\_  
Corp. Secretary



**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.

<b>COUNTY: BARTOW COUNTY</b>	<b>Service: <i>Community and Economic Development</i></b>
------------------------------	---

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.):  
**Bartow-Cartersville Joint Development Authority**  
**Bartow-Cartersville Joint Economic Development Department**  
**Bartow-Cartersville Land Bank; Bartow-Cartersville Additional Joint Development Authority**  
**Joint Cartersville-Bartow County Regional Industrial Development Authority**  
**Joint Development Authority of Bartow County and Pickens County**

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>
Bartow County	General Fund, Bonds
City of Cartersville	General Fund, Bonds
All Authorities	General Fund, Bonds

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

New authorities and mechanisms were created to take advantage of nuances in state law.

Per Question Two:  
Overlapping service jurisdictions result in a higher level of overall service and leveraging of resources for each jurisdiction. There is no duplication of service.

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>
JDA Resolution	Bartow County and City of Cartersville	6/17/04 - auto renewal
Create Jt Econ. Dev. Dept.	Bartow County, Cartersville and Joint Dev. Authority	5/4/05 - 5/4/2055
Relocate Jt. Econ. Dev. Dept	Bartow County, Cartersville and Joint Dev. Authority	4/21/15 - auto renew
Land Bank IGA	Bartow County, Cartersville	11/30/16 - on-going
Second JDA Resolution	Bartow County, Cartersville	7/13/11 - on-going
Concurrent Resolution	Bartow County, Pickens County	12/22/1994 - on-going

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?

See resolutions, attached  
Industrial Development Authority created by Act of General Assembly 4/12/02.

7. Person completing form: **Tom Sills, AICP, Planner**  
Phone number: **770.607.6265** Date completed: 11/16/2017

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:  
**PETER OLSON, COUNTY ADMINISTRATOR (770) 387-5030**

A RESOLUTION OF THE COMMISSIONER OF BARTOW COUNTY, GEORGIA, AND THE CITY COUNCIL OF THE CITY OF CARTERSVILLE, GEORGIA, TO DECLARE THE NEED FOR THE CREATION OF A JOINT DEVELOPMENT AUTHORITY TO FUNCTION IN THE CITY OF CARTERSVILLE AND BARTOW COUNTY, PURSUANT TO THE PROVISIONS OF THE DEVELOPMENT AUTHORITIES LAW; TO APPOINT A BOARD OF DIRECTORS FOR SAID DEVELOPMENT AUTHORITY; TO AUTHORIZE SAID DEVELOPMENT AUTHORITY TO EXERCISE THE POWERS CONTAINED IN THE DEVELOPMENT AUTHORITIES LAW; TO PROVIDE FOR NOTICE TO THE SECRETARY OF STATE OF THE STATE OF GEORGIA OF THE ADOPTION OF THIS RESOLUTION; TO REPEAL CONFLICTING RESOLUTIONS; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Commissioner of Bartow County, Georgia (the "Commissioner"), is the governing authority of Bartow County, Georgia (the "County"), a political subdivision created and existing under the laws of the State of Georgia; and

WHEREAS, it has been determined by the Commissioner that there exists an urgent need to develop and promote for the public good and general welfare trade, commerce, industry, and employment opportunities in the County; and

WHEREAS, the City Council of the City of Cartersville, Georgia (the "City Council") is the governing authority of the City of Cartersville, Georgia (the "City"), a municipal corporation created and existing under the laws of the State of Georgia; and

WHEREAS, it has been determined by the City Council that there exists an urgent need to develop and promote for the public good and general welfare trade, commerce, industry, and employment opportunities in the City; and

WHEREAS, Article IX, Section VI, Paragraph III of the Constitution of the State of Georgia, which permits the General Assembly of the State of Georgia to authorize the creation of development authorities for certain purposes by any county or municipality or combination thereof, and an act of the General Assembly of the State of Georgia entitled the "Development Authorities Law," as amended, and codified as Chapter 62 of Title 36 of the Official Code of Georgia Annotated (the "Development Authorities Law"), which was enacted by the General Assembly of the State of Georgia pursuant to authority granted in said Article IX, Section VI, Paragraph III, authorize any one or more municipal corporations and one or more counties in the State of Georgia to create and activate a joint development authority within each such county and municipal corporation; and

WHEREAS, the Commissioner has determined that it is desirable and necessary that a joint development authority for the County and the City be created and activated immediately in order to fulfill the present needs expressed herein; and



WHEREAS, the City Council has determined that it is desirable and necessary that a joint development authority for the County and the City be created and activated immediately in order to fulfill the present needs expressed herein.

NOW, THEREFORE, BE IT RESOLVED, by joint and concurrent resolution of the Commissioner and the City Council and it is hereby resolved by the authority of the same, that there be and there is hereby determined and declared to be a pressing, existing, and future need for a development authority (as more fully described and defined in the Development Authorities Law) to function in the County and the City for the purpose of developing and promoting for the public good and general welfare trade, commerce, industry, and employment opportunities in the County and the City thereby promoting the general welfare of the citizenry of the County and the City.

BE IT FURTHER RESOLVED, by the aforesaid authority, that there be and there is hereby created and activated the public body corporate and politic known as the "Bartow-Cartersville Joint Development Authority" (the "Authority"), pursuant to the Development Authorities Law.

BE IT FURTHER RESOLVED, by the aforesaid authority, that the Board of Directors of the Authority shall consist of six members, three of whom shall be appointed by the City Council and three of whom shall be appointed by the Commissioner. Each of the members of the Board of Directors of the Authority must be a taxpayer residing in the City, in the case of members appointed by the City Council, or the County, in the case of members appointed by the Commissioner, and none of whom shall be an officer or employee of the County or the City.

BE IT FURTHER RESOLVED, by the aforesaid authority, that there be and there are hereby elected as members of the first Board of Directors of the Authority the following named persons, each of whom meets the foregoing qualifications:

MEMBER	APPOINTING AUTHORITY
James Jarrett	City Council
Sam C. Smith	City Council
Ralph Miller	City Council
Steve Taylor	Commissioner
Dennis Collier	Commissioner
Michael Howren	Commissioner

BE IT FURTHER RESOLVED, by the aforesaid authority, that commencing with the date of adoption of this resolution by the Commissioner and the City Council each of said persons named as directors above shall serve in such capacity until December 31, 2006, unless they cease to be eligible prior to the expiration of such term. After the initial terms of office, members of the Authority shall serve for terms of office of four years each, unless they cease to be eligible prior to the expiration of such term. At the end of any term of office of any director, or upon becoming ineligible, a successor thereto shall be elected by the Commissioner or the City Council, as the case may be, determined according to the authority that appointed the director



whose term is expiring. A director whose term of office shall have expired shall continue to hold office until his or her successor shall be so elected.

BE IT FURTHER RESOLVED, by the aforesaid authority that the Board of Directors hereinbefore elected shall organize itself, carry out its duties and responsibilities and exercise its powers and prerogatives in accordance with the terms and provisions of the Development Authorities Law as it now exists and as it might hereafter be amended or modified.

BE IT FURTHER RESOLVED, by the aforesaid authority, that the County Clerk and the City Clerk shall furnish immediately to the Secretary of State of the State of Georgia a certified copy of this resolution in compliance with the mandate set forth in Section 2 of the Development Authorities Law.

BE IT FURTHER RESOLVED, by the aforesaid authority, that any and all resolutions in conflict with this resolution be and the same are hereby repealed.

BE IT FURTHER RESOLVED, by the aforesaid authority, that this resolution shall be effective immediately upon its adoption by the Commissioner, the City Council, or the last approving same, and from and after such adoption and approval the Authority shall be deemed to be fully created and activated.

PASSED, ADOPTED, SIGNED, APPROVED, AND EFFECTIVE this 17 day of June 2004.

BARTOW COUNTY, GEORGIA

(SEAL)

By: Chereno Bauer  
Sole Commissioner

Attest:

Kathleen Neal  
County Clerk Deputy County Clerk

CITY OF CARTERSVILLE

(SEAL)

By: Michael D. Felt  
Mayor

Attest:

Dandra E. Cline  
City Clerk

CITY CLERK'S CERTIFICATE

I, Sandra E. Cline, City Clerk of the City of Cartersville, Georgia, do hereby certify that the foregoing pages constitute a true and correct copy of a resolution adopted by the City Council of the City of Cartersville, Georgia, at an open public meeting duly called and lawfully assembled at 7:00 o'clock p.m. on the 17 day of June, 2004, in connection with the creation and activation of the Bartow-Cartersville Joint Development Authority, the original of such resolution being duly recorded in the Minute Book of the City, which Minute Book is in my custody and control.

I do hereby further certify that a certified copy of the resolution has been furnished to the Secretary of State of the State of Georgia as required by the Development Authorities Law.

I do hereby further certify that the following members of the City Council of the City of Cartersville were present at such meeting:

Helen Cagle

Dianne Tate

Louis Tansmeire, Jr

Lindsey McDaniel, Jr

Lori Pruitt

Joey Womack

and that the following members were absent:

None

and that such resolution was duly adopted by a vote of

Aye 6 Nay 0

WITNESS my hand and the official seal of the City of Cartersville, Georgia, this 17<sup>th</sup>  
day of June 2004.

(SEAL)

Sandra E. Cline  
City Clerk



COUNTY CLERK'S CERTIFICATE

I, Kathy Gill <sup>Deputy</sup> County Clerk of Bartow County, Georgia, do hereby certify that the foregoing pages constitute a true and correct copy of a resolution adopted by the Sole Commissioner of Bartow County, Georgia, at an open public meeting duly called and lawfully assembled at 11:00 o'clock a.m. on the 16<sup>th</sup> day of June 2004, in connection with the creation and activation of the Bartow-Cartersville Joint Development Authority, the original of such resolution being duly recorded in the Minute Book of the County, which Minute Book is in my custody and control.

I do hereby further certify that a certified copy of the resolution has been furnished to the Secretary of State of the State of Georgia as required by the Development Authorities Law.

WITNESS my hand and the official seal of Bartow County, Georgia, this 16<sup>th</sup> day of June 2004.

(SEAL)

Kathy Gill  
County Clerk, Bartow County  
Deputy County Clerk

INTERGOVERNMENTAL AGREEMENT

BETWEEN

BARTOW COUNTY, THE BARTOW – CARTERSVILLE JOINT DEVELOPMENT AUTHORITY  
and CITY OF CARTERSVILLE

*THIS AGREEMENT*, made and entered into this 7<sup>th</sup> day of April, 2005, by and between Bartow County, a political subdivision of the State of Georgia (sometimes hereinafter referred to as "County"), THE BARTOW – CARTERSVILLE JOINT DEVELOPMENT AUTHORITY (sometimes hereinafter referred to as "Authority") and City of Cartersville, a municipal corporation chartered under the laws of the State of Georgia (sometimes hereinafter referred to as "City").

*WITNESSETH*

*WHEREAS*, the County, Authority and the City desire to provide for an economic development department for their respective citizens and communities;

*WHEREAS*, the Authority shall hire an economic development director and staff person to provide for economic development and industrial and commercial recruitment for the City and County;

*WHEREAS*, the County and the City and Authority shall jointly create an economic development department;

*WHEREAS*, Article IX, Section III, Paragraph I, of the Constitution of the State of Georgia provides that counties and municipalities of the State of Georgia may contract with on another for any period not exceeding fifty (50) years;

*WHEREAS*, the County and City deem it to be in the best interest of the citizens of their respective jurisdictions that this Agreement be entered into to, *inter alia*, pay for, maintain, and establish a Joint Economic Development Department;

*WHEREAS*, the County has reviewed this Agreement and did, at the regular meeting of the Commissioner held on May 4, 2005 authorize its Commissioner to sign this Agreement; and

*WHEREAS*, the Mayor and City Council of Cartersville has reviewed this Agreement and did, at the regular meeting of the City Council held on April 7, 2005 authorize its Mayor and City Clerk to sign this Agreement; and

*WHEREAS*, the Authority has reviewed this Agreement and did at its meeting on the on 8 FEB., 2005 authorize its Chairman and Secretary to sign this Agreement;

*NOW, THEREFORE*, for and in consideration of the mutual benefits flowing from one party to the other, the adequacy and sufficiency of which is acknowledged, it is hereby agreed as follows:

1.

The City, Authority, and County hereby jointly create an Economic Development Department consisting of an Executive Director and additional staff as needed.. Said Department is to be jointly funded as provided for in its annual budget by the City and County. The budget is to be approved by the Authority, the County and the City annually. The name of the Department is to be the Cartersville Bartow County Department of Economic Development.

2.

The Joint Economic Development Department's primary functions are to recruit, locate, assist and coordinate all communications with existing and potential industrial and commercial facilities located or to be located in the City of Cartersville, Bartow County, and the City of Adairsville.

3.

The Authority shall contract with an entity regarding the provision of office space, equipment and ancillary services for the Department of Economic Development.

4.

The City shall also provide payroll services and benefits to the Economic Development Director and Staff person(s). The Authority will reimburse the City for these services from money provided through the budget funding provided in item 1 above or other sources as determined by the Authority..

5.

The County, Authority, and City agree to indemnify and hold harmless the other from and all claims, actions, injuries, damages, and lawsuits resulting from either party's performance of their obligations under this agreement.

6.

Official notices, payments and correspondence to the County shall be delivered in person or transmitted via U. S. Mail, postage prepaid addressed to the County Administrator of Bartow County at Suite 251, 135 West Cherokee Avenue, Cartersville, Georgia 30120. Official notices,



payments and correspondence to the City shall be delivered in person or transmitted via U.S. Mail postage prepaid, addressed to the City Manager of Cartersville, at Post Office Box 1390, Cartersville, Georgia 30120. Official notices, payments and correspondence to the Authority shall be delivered in person or transmitted via U.S. Mail postage prepaid, addressed to the Executive Director of Economic Development, at Post Office Box 307, Cartersville, GA 30120.

7.

This Agreement shall be effective upon execution by the parties. The term of this Agreement shall be for fifty (50) years, however either party upon sixty (60) days notice prior to December 31 of any year to the other parties may terminate this Agreement.

8.

This Agreement contains all the terms and conditions and represents the entire Agreement between the parties and supersedes any pre-existing Agreement related to the Facility. Any alteration of this Agreement shall be invalid unless made by an amendment in writing, duly executed by the parties. There are no understandings, representations, or agreements, written or oral other than those contained in this Agreement.

9.

Time is of the essence in this Agreement.

*IN WITNESS WHEREOF*, the County, Authority, and City have caused this Agreement to be duly executed by their proper officers and attested with their corporate seals affixed hereto as set forth in duplicate originals.

**Signatures are on the next page**

Attest:

BARTOW COUNTY, GEORGIA

Kathy Lipp  
Lane McAllen, County Clerk

Clarence Brown  
Clarence Brown, Commissioner

Date: 5/4/05

Attest:

CITY OF CARTERSVILLE

Sandra E. Cline  
Sandra E. Cline, City Clerk

Michael G. Fields  
Michael G. Fields, Mayor

Date: 4/7/05

Date: \_\_\_\_\_

Attest:

The Bartow - Cartersville  
Joint Development Authority

Steve Taylor  
Secretary

James Jarrett  
James Jarrett, Chairman

Date: 6-2-05

INTERGOVERNMENTAL AGREEMENT

BETWEEN

BARTOW COUNTY JOINT CARTERSVILLE-BARTOW COUNTY REGIONAL INDUSTRIAL DEVELOPMENT AUTHORITY and CITY OF CARTERSVILLE and CARTERSVILLE-BARTOW COUNTY CHAMBER OF COMMERCE

*THIS AGREEMENT*, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by and between Bartow County, a political subdivision of the State of Georgia (sometimes hereinafter referred to as "County"), Joint Cartersville-Bartow County Regional Industrial Development Authority (sometimes hereinafter referred to as "Authority") and City of Cartersville, a municipal corporation chartered under the laws of the State of Georgia (sometimes hereinafter referred to as "City"), and the Cartersville-Bartow County Chamber of Commerce (sometimes hereinafter referred to as "Chamber").

*WITNESSETH*

*WHEREAS*, the County, Authority and the City desire to provide for an economic development department for their respective citizens and communities;

*WHEREAS*, the Authority shall hire an economic development director and staff person to provide for economic development and industrial and commercial recruitment for the City and County;

*WHEREAS*, the County and the City and Authority shall jointly create an economic development department;

*WHEREAS*, Article IX, Section III, Paragraph I, of the Constitution of the State of Georgia provides that counties and municipalities of the State of Georgia may contract with one another for any period not exceeding fifty (50) years;

*WHEREAS*, the Chamber shall provide office space and ancillary services for the Joint Economic Development Department and staff;

*WHEREAS*, the County and City deem it to be in the best interest of the citizens of their respective jurisdictions that this Agreement be entered into to, *inter alia*, pay for, maintain, and establish a Joint Economic Development Department;

*WHEREAS*, the County has reviewed this Agreement and did, at the regular meeting of the Commissioner held on \_\_\_\_\_ authorize its Commissioner to sign this Agreement; and the Authority has reviewed this Agreement and did at its meeting on \_\_\_ day of \_\_\_\_\_, 2004 authorize its chairman and secretary to execute this agreement;



*WHEREAS*, the Mayor and City Council of Cartersville has reviewed this Agreement and did, at the regular meeting of the City Council held on 11/22/04 authorize its Mayor and City Clerk to sign this Agreement;

*WHEREAS*, the Chamber has reviewed this Agreement and did at its meeting on the on \_\_\_\_\_ authorize its President and Secretary to sign this Agreement;

*NOW, THEREFORE*, for and in consideration of the mutual benefits flowing from one party to the other, the adequacy and sufficiency of which is acknowledged, it is hereby agreed as follows:

1.

The City, Authority, and County hereby jointly create an Economic Development Department consisting of a director and 1 staff person. Said Department is to be jointly funded as provided for in its annual budget by the City and County.

2.

The Joint Economic Development Department's primary functions are to recruit, locate, assist and coordinate all communications with existing and potential industrial and commercial facilities located or to be located in the City of Cartersville, Bartow County, and the City of Adairsville.

3.

Pursuant to Exhibit "A" the City shall provide \$35,000.00 and the County \$50,000.00 to the Chamber for the provisions of facilities and ancillary services for the Joint Economic Development Department as agreed between the entities under separate agreements.

The City's portion is to be prorated based upon the amount it has already paid for fiscal year 2004.

4.

The County and City shall also provide payroll services and benefits to the Joint Economic Development Director and Staff person, although the City shall administer said payroll services and benefits.

5.

The County, Authority, Chamber and City agree to indemnify and hold harmless the other from and all claims, actions, injuries, damages, and lawsuits resulting from either party's performance of their obligations under this agreement.

6.

Official notices, payments and correspondence to the County shall be delivered in person or transmitted via U. S. Mail, postage prepaid addressed to the County Administrator of Bartow County at Suite 251, 135 West Cherokee Avenue, Cartersville, Georgia 30120 and Official notices and correspondence to Cartersville shall be delivered in person or transmitted via U.S. Mail postage prepaid, addressed to the City Manager of Cartersville, at Post Office Box 1390, Cartersville, Georgia 30120. To the Authority: \_\_\_\_\_ to the Chamber \_\_\_\_\_.

7.

This Agreement shall be effective upon execution by the parties and for fiscal year 2004 ending on \_\_\_\_\_.

8.

This Agreement contains all the terms and conditions and represents the entire Agreement between the parties and supersedes any pre-existing Agreement related to the Facility. Any alteration of this Agreement shall be invalid unless made by an amendment in writing, duly executed by the parties. There are no understandings, representations, or agreements, written or oral other than those contained in this Agreement.

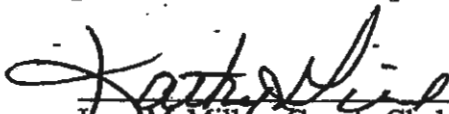
9.

Time is of the essence in this Agreement.

*IN WITNESS WHEREOF*, the County, Authority, Chamber and City have caused this Agreement to be duly executed by their proper officers and attested with their corporate seals affixed hereto as set forth in duplicate originals.

Attest:

**BARTOW COUNTY, GEORGIA**

  
Lane McMillin, County Clerk  
Deputy County Clerk

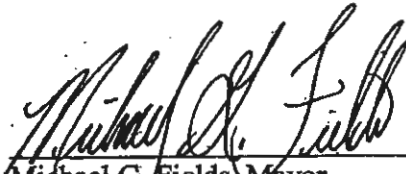
  
Clarence Brown, Commissioner

Date: 2/2/04

Attest:

**CITY OF CARTERSVILLE**

  
\_\_\_\_\_  
Sandra E. Cline, City Clerk

  
\_\_\_\_\_  
Michael G. Fields, Mayor

Date: 1/22/04

Attest:

**Cartersville-Bartow  
County Chamber of Commerce**

\_\_\_\_\_  
Secretary


\_\_\_\_\_  
President

Date: \_\_\_\_\_

Attest:

**Joint Cartersville-Bartow County  
Regional Industrial Development Authority**

\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Chairman

Date: \_\_\_\_\_

**EXHIBIT A**

**2004 Budget- Projected  
Cartersville-Bartow County Joint Development Authority**

**Income:**

City of Cartersville	\$145,000	(Chamber Funding \$35,000)
Bartow County	\$160,000	(Chamber Funding \$50,000)
Adairsville	<u>\$ 12,000</u>	

**Total Income** **\$317,000**

---

**Expenses:**

Director's Salary & Taxes	\$ 67,500	
Bonus / Raise	\$ 6,250	
Staff Salary & Taxes	\$ 30,888	
Bonus / Raise	\$ 1,430	
Insurance - Health, Workmen's	\$ 13,436	
Comp, long/short-term		
Disability, Retirement		
<b>Total Payroll Expense</b>		<b>\$119,504</b>

**Chamber Contract for Services** **\$ 60,000**

**Vehicle Lease** **\$ 14,013**

    Including Vehicle Expenses

**Joint Development Authority** **\$ 3,500**

    (Luncheons, training/expenses,  
    Follow up Planning Retreat)

**Continuing Education** **\$ 4,860**

SEDC Spring Workshop	\$ 650
GEDA Spring	\$ 1,245
MEAG ED Conf.	\$ 420
CE for Assistant	\$ 1,545
GEDA Annual	\$ 1,000

**Marketing** **\$ 78,573**

    Ads - **\$ 30,000**

        Ga. Trend, Site Selection,  
        Business Expansion

    Brochures for Sites **\$ 15,000**

    Travel / Prospects **\$ 10,000**

    Events **\$ 13,573**

        Barnesley Gardens New Year's event,  
        Developers' Day in Bartow County,  
        Developer Events in Atlanta, etc.

    Prospects Entertainment  
    Including Meals **\$ 10,000**

**Memberships** **\$ 2,150**

    GEDA (Dir & ED Specialist) **\$ 1,000.00**

    SEDC (Dir) **\$ 150.00**

    Rotary Intl **\$ 1,000.00**

**Miscellaneous:** **\$ 34,400**

    Due Diligence Industrial  
    Sites **\$24,400**

    D&O: Liability Insurance **- \$10,000**

**Total Expenses:** **\$ 317,000**

---

**See Attached Executive Director Salary and Benefits**



**Cost of Executive Director Employment with Ms. Melinda Lemmon  
Based on an Employment Agreement dated 1/20/2004**

	Year (1)	Year (2)
Base Salary	\$60,000.00	\$68,750.00
Salary Adjustment to cover dependant	\$2,500.00	\$0.00
Adjusted Base	<b>\$62,500.00</b>	<b>\$68,750.00</b>
Yearly Raise or Bonus	\$6,250.00 10%	\$6,875.00 10%
Adjusted Base Salary	<b>\$68,750.00</b>	<b>\$75,625.00</b>
Payroll Taxes	\$5,500.00 8%	\$6,050.00 8%
401 K Retirement	\$6,143.75 10%	\$6,758.13 10%
Medical Insurance (employee only%)	\$3,018.00	\$3,319.80
<b>Total Salary &amp; Benefits</b>	<b>\$83,411.75</b>	<b>\$91,752.93</b>

**INTERGOVERNMENTAL AGREEMENT**  
**FOR ECONOMIC DEVELOPMENT**

STATE OF GEORGIA

COUNTY OF BARTOW

This Agreement made and entered into between the City of Cartersville, Georgia and County of Bartow, Georgia (hereinafter referred to as "City" and "County" respectively).

**WHEREAS**, the City and County deem that the interests of their citizens will be best served by the establishment of a joint City-County Economic Development Department through which they can consolidate efforts and operations thereof; and,

**WHEREAS**, the purpose of the joint City-County Economic Development shall be to promote, encourage, coordinate, and enhance economic development in the City and County through recruitment of new industrial and commercial business and expansion of existing businesses.

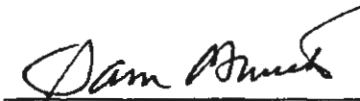
**NOW THEREFORE**, City and County agree as follows:

1. That upon enabling resolutions being duly adopted and execution of this Agreement by the City and County, there shall be created the Cartersville-Bartow County Economic Development Department, to be jointly administered, funded and operated by the City and County;
2. That the joint Economic Development Department and its staff members shall be located and maintain its office within the Cartersville-Bartow County Chamber of Commerce building and facilities at 122 West Main Street, Cartersville, Georgia, in consideration for which City shall pay \$20,000.00 per year and County shall provide \$50,000.00 per year to be paid to the Cartersville-Bartow County Chamber of Commerce, for which separate contracts are to be executed;
3. That the joint Economic Development Department operation and expenses shall be funded by the City and County each paying \$60,000.00 per year, to be paid annually in quarterly installments;
4. That the initial personnel of said joint Economic Development Department shall consist of an Economic Development Director, to be hired by and report for administrative and supervisory purposes to the City Manager and County Administrator, who shall have joint and equal authority and responsibility with regards thereto and prepare and implement a job description therefor;

5. That the personnel of the joint Economic Development Department shall for administrative, audit, payroll, insurance and employment benefits only, be considered as and treated as an employee of Bartow County;
6. That the joint Economic Development Director shall consult with, and serve as liaison with the appropriate officials of the City and County and the Chairmen of the Cartersville Development Authority, the Development Authority of Cartersville, Georgia and the Bartow County Development Authority and the President of Cartersville-Bartow County Chamber of Commerce in the performance of his/her employment duties and economic development efforts;
7. That the term of this Agreement shall be fifty (50) years, but may be terminated by either City or County within 120 days written notice to do so;
8. That this Agreement shall be modified only by the mutual agreement of City and County, but may be terminated by either City or County within 120 days written notice to do so.

IN WITNESS THEREOF, the parties hereto set their hands and affix their seals this 19 day of July, 2001.

**CITY OF CARTERSVILLE, GEORGIA**

  
\_\_\_\_\_  
Sam C. Smith, Mayor

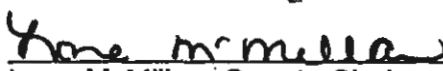
**ATTEST:**

  
\_\_\_\_\_  
Sandra E. Cline, City Clerk

**BARTOW COUNTY, GEORGIA**

  
\_\_\_\_\_  
Clarence Brown, Bartow County  
Commissioner

**ATTEST:**

  
\_\_\_\_\_  
Lane McMillan, County Clerk

AMENDMENT TO INTERGOVERNMENTAL AGREEMENT  
BETWEEN BARTOW COUNTY AND THE CITY OF CARTERSVILLE  
FOR THE OPERATION OF THE CLARENCE BROWN CONFERENCE CENTER

WHEREAS, Bartow County and the City of Cartersville entered into an Intergovernmental Agreement effective September 1, 2010 regarding the Clarence Brown Conference Center at 5450 Georgia Highway 20, Cartersville (hereinafter "Facility"), which agreement provides that the Cartersville-Bartow County Tourism Council, Inc. d/b/a the Cartersville-Bartow County Convention and Visitors Bureau (hereinafter "CVB") shall manage the Facility and which Facility was leased to the CVB; and

WHEREAS, the City and County jointly provide funding for the Bartow-Cartersville Joint Development Authority and its Cartersville-Bartow County Economic Development Department, and the City and County desire that Bartow-Cartersville Joint Development Authority relocate to the Facility, and specifically to the rooms designated as Allatoona Classrooms I-IV and the hallway upon which they are located; and

NOW THEREFORE, the aforesaid intergovernmental agreement is amended as follows, by adding paragraph 2(g):

2(g) The rooms designated Allatoona Classrooms I-IV and the hallway upon which they are located at the Clarence Brown Conference Center are being provided to the Bartow-Cartersville County Joint Development Authority for its Cartersville-Bartow County Economic Development Department and as such are not subject to the Management Agreement or Lease Agreement with the CVB. Those rooms shall no longer be rented and no rent or other costs shall be paid to CVB in connection with the use of those rooms. Additionally, the Bartow-Cartersville Joint Development Authority shall have the use of the common areas such as entry, lobby, hallways and bathrooms.

IN WITNESS WHEREOF, the City and County have caused this Amendment to be duly executed by their proper officers and attested with their corporate seals affixed hereto as set forth in duplicate originals.

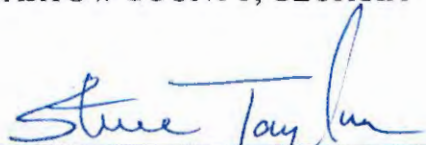
ATTEST:

  
Kathy Gill, Clerk

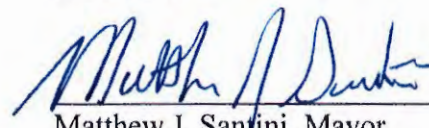
ATTEST:

  
Connie Keeling, City Clerk

BARTOW COUNTY, GEORGIA

  
Steve Taylor, Commissioner

CITY OF CARTERSVILLE,  
GEORGIA

  
Matthew J. Santini, Mayor



## LEASE AGREEMENT

Bartow County, Georgia

This agreement made this 21<sup>st</sup> day of April, 2015 by and between **Bartow County, Georgia**, a political subdivision of the State of Georgia and the **Bartow-Cartersville Joint Development Authority** (hereinafter "JDA").

**WHEREAS**, the purposes of the Conference Center include: to promote economic development; to provide a Property to bring desirable conferences, conventions, trade shows, meetings and other events to Bartow County; to provide a Property for economic development; to promote Bartow County and the municipalities in the County for tourism purposes; to provide an assembly space for peaceful social gatherings for the citizens of Bartow County; to provide a location for community events such as graduations and awards ceremonies; to promote the construction of supporting hotel, restaurant and other ancillary facilities and businesses; to provide a location for the operation of the Cartersville-Bartow County Convention and Visitors Bureau; and related tourism and economic development activities; and

**WHEREAS**, all parties hereto agree that the purpose of the Conference Center is expressly not to be a public forum or to provide a forum for expressive activity and that the Conference Center is not dedicated to Frist Amendment activity; and it is further the intent of the parties hereto that the Conference Center be considered a nonpublic forum, subject to the reasonable restrictions set forth herein, which are designed to ensure the Property is used to promote economic development and are not designed to suppress expression based on the speaker's viewpoint, consistent with the holdings for the U.S. Supreme Court regarding nonpublic fora; and

**WHEREAS**, it is intended that the Conference Center operate for the above-stated public benefit purposes, and it is not intended to be a revenue-generating operation; it is anticipated that it may at best break even and more likely to require supporting contributions from the County and City of Cartersville, who have agreed to jointly fund any shortfall in the costs of operating the Property;

**WHEREAS**, to promote Economic Development the County desires for the Bartow-Cartersville Joint Development Authority to relocate its Bartow County Cartersville Economic Development Department to the Conference Center;

**WHEREAS**, the JDA understands that the Cartersville-Bartow County Convention and Visitors Bureau (hereinafter "CVB") is the Conference Center's Primary Tenant and as such shall defer and comply with all operating procedures and rules and regulations as established by the CVB for use of the facility.

**NOW THEREFORE**, the parties hereto, in exchange for the mutual promises and benefits contained herein, agree as follows:

1. **Lease.** Bartow County has this day rented and lease the area designated as Allatoona Classrooms I-IV and the hallway upon which they are located, at the Clarence Brown

Conference Center, located at 5450 Georgia Highway 20, Cartersville. Additionally, the JDA shall have the right to use the common areas, hallway, entry, lobby and bathrooms.

2. **Term.** The terms of this Lease shall be annual. It shall terminate on December 31 of each year, and shall be automatically renewed, unless any party provides a written notice of termination at least sixty (60) days before the termination date; this termination may be without cause and for convenience. Automatic renewals shall continue for twenty-four additional annual terms. In the event any party wishes to terminate this agreement for breach of or non-compliance with a provision of this Agreement, termination may be effected with thirty (30) days written notice at any time during the term.

3. **Consideration.** The rent for the lease shall be that the JDA shall provide economic development services to the County and the City of Cartersville.

4. **Obligations of JDA.** The JDA shall comply with and enforce the policies set forth by the CVB for use of said facility.

5. **Insurance.** The County shall maintain property insurance on the Property. The JDA shall reimburse the County for this cost based on its prorated share of said insurance within 30 days of being invoiced. The JDA shall provide general liability insurance with limits of \$1,000,000.00 on the Property. The JDA shall maintain worker's compensation insurance and automobile insurance each with limits of \$1,000,000.00 for the actions of its employees and staff.

6. **Renovation.** Subject to approval by the County, the JDA may renovate and make structural alterations to said leased area. The JDA shall be responsible for the costs associated therewith.

7. **Utilities.** The JDA shall be responsible to the CVB for its prorated share of the utilities consumed by them. The CVB and JDA shall establish a policy for payments on a monthly basis as determined by the CVB.

8. **Condition of Property.** JDA acknowledges that it is aware of the current condition of the Property and AGREES THAT IT IS LEASING THE PROPERTY "AS IS", "WHERE IS," AND "WITH ALL FAULTS." BARTOW COUNTY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO FITNESS, MERCHANTABILITY, USE OR CONDITION OF THE PROPERTY. The County agrees to seek repairs and warranty claims from the contractor(s) and subcontractors who erected the facility where such recover is possible in accordance with the County's contract with the contractor for the erection of the Conference Center.

9. **Abandonment.** JDA shall not abandon or vacate the Property during the term of this lease and shall use the Property solely for the purposes herein listed until the termination or expiration of the term of this lease.

10. **Assignment.** This Agreement may not be assigned by JDA, nor may the lease or any part of the Property be sold, assigned, sublet or otherwise transferred or encumbered by JDA without the prior written consent of the County, which approval may be granted or withheld at Bartow County's sole discretion.

11. **Maintenance.** Bartow County's Facilities Department shall provide maintenance of the exterior of the property, including grounds and landscaping, the exterior of the building and the interior of the building, excepting janitorial and cleaning services, which shall be contracted by Cartersville-Bartow County Tourism Council, Inc. d/b/a the Cartersville-Bartow County Convention and Visitors Bureau. The JDA shall separately contract with the CVB for their prorated share of said expense.

12. **Comply with Laws.** JDA agrees to comply with any applicable laws that may apply to the Property.

13. **Hazardous Materials.** JDA shall not place, use, store, spill or discharge any hazardous, toxic or dangerous substances on the Property, or permit to be placed, used, stored, spilled or discharged any hazardous, toxic or dangerous substances on the Property.

14. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties, and may be modified only in writing.

15. **Headings.** The headings used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or described the scope of this Agreement nor the intent of any provision thereof.

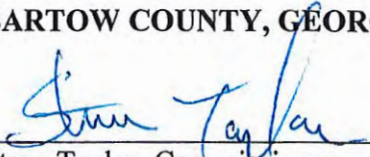
16. **Waiver.** No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

17. **Severability.** In the event any provision of this Agreement or the application thereto to any person or circumstance shall be inapplicable, invalid, illegal or unenforceable in any respect, the remainder of this Agreement and application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the fullest extent permitted by Law.

18. **Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Georgia.

EXECUTED this 21<sup>st</sup> day of April, 2015, pursuant to authority duly granted to the undersigned.

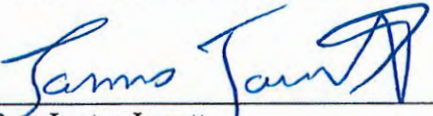
**BARTOW COUNTY, GEORGIA**

  
\_\_\_\_\_  
Steve Taylor, Commissioner

ATTEST

  
\_\_\_\_\_  
Kathy Gill, Clerk

**BARTOW-CARTERSVILLE JOINT  
DEVELOPMENT AUTHORITY**

  
\_\_\_\_\_  
By: James Jarrett  
Its: Chairman

ATTEST

  
\_\_\_\_\_  
Ronnie Evans, Secretary



# INTERGOVERNMENTAL CONTRACT

BETWEEN  
BARTOW COUNTY, GEORGIA  
AND  
CITY OF CARTERSVILLE, GEORGIA,  
CREATING THE  
BARTOW-CARTERSVILLE LAND BANK  
(a Georgia public body corporate and politic)

## PREAMBLE

This Intergovernmental Contract is made and entered into this 30<sup>th</sup> day of Nov., 2016 ("Contract") under Article 9 Section 3 of the Georgia Constitution, and sections 36-34-2(5) and 48-4-100 through 48-4-112 of the Official Code of Georgia Annotated, between **BARTOW COUNTY, GEORGIA** and the **CITY OF CARTERSVILLE, GEORGIA** (hereinafter the "Parties") for the purpose of establishing and creating the **BARTOW-CARTERSVILLE LAND BANK**, a separate legal entity and public body corporate to administer and implement the purposes and objectives of this Contract.

## RECITALS

**WHEREAS**, in enacting Section 48-4-100 et seq. of the Official Code of Georgia Annotated (hereinafter the "Land Bank Act"), the Georgia General Assembly found that there exists in the State of Georgia a continuing need to strengthen and revitalize the economy of the State of Georgia and local units of government in this state and that it is in the best interests of the State of Georgia and local units of government in this State to assemble or dispose of public property, including dilapidated, abandoned and tax delinquent property, in a coordinated manner to foster the development of that property and to promote economic growth in the State of Georgia;

**WHEREAS**, the Land Bank Act permits any county or counties and at least one city located in each participating county to enter into an intergovernmental contract establishing a land bank, the purpose of which would be to acquire tax delinquent and other properties in order to foster the public purpose of returning property which is nonrevenue generating and nontax producing to an effective utilization status in order to provide housing, new industry and jobs for the citizens of the State of Georgia;

**WHEREAS**, the Parties herein agree that the establishment of a land bank would be beneficial to the citizens and governments of and located within Bartow County;

**WHEREAS**, the authority for the Parties to enter into this Contract is Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, which authorizes intergovernmental contracts for up to fifty (50) years for the provision of services or uses of property not otherwise prohibited by law, and the provisions of the Land Bank Act; and

**WHEREAS**, the Parties want to create the Bartow-Cartersville Land Bank as a public body corporate and politic within the State of Georgia to exercise the powers, duties, functions, and responsibilities of a land bank under the Land Bank Act.

Accordingly, the Parties agree to the following:

## **ARTICLE I DEFINITIONS**

As used in this Contract the following terms shall have the meanings provided in this Article.

**Section 1.01.** "Board of Directors" or "Board" means the Board of Directors of the Land Bank.

**Section 1.02.** "Contract" means this intergovernmental contract between the Parties.

**Section 1.03.** "Effective Date" means the date upon which all of the following are satisfied: (a) the Contract is approved by ordinance of the Governing Authority of Bartow County, Georgia; and (b) the Contract is approved by ordinance of the Governing Authority of the City of Cartersville, Georgia.

**Section 1.04.** "Fiscal Year" means the fiscal year of the Land Bank, which shall begin on January 1st of each year and end on the following December 31st.

**Section 1.05.** "Land Bank Act" means Section 48-4-100 et seq. of the Official Code of Georgia Annotated as it exists on the Effective Date, and as it may be hereafter amended or replaced, subject to the provisions of Section 10.11 of this Contract.

**Section 1.06.** "Land Bank" means the public body corporate and politic established pursuant to and in accordance with the provisions of this Contract and known as the Bartow-Cartersville Land Bank.

**Section 1.07.** "Party" or "Parties" means either individually or collectively, as applicable, Bartow County, Georgia or City of Cartersville, Georgia as each is a signatory to this Contract, and any other city, county or consolidated government that becomes a Party to this Contract after the Effective Date.

**Section 1.08.** "Person" means an individual, authority, limited liability company, partnership, firm, corporation, organization, association, joint venture, trust, governmental entity or other legal entity.

**Section 1.09.** "Quorum" means a simple majority of the Board members then in office.

**Section 1.10.** "Real Property" means all lands and the buildings thereon, all things permanently attached to land or to the buildings thereon, and any interest existing in, issuing out of, or dependent upon land or the buildings thereon.

**Section 1.11.** “School District Advisor” means any non-voting representative to the Board appointed by the Board of Education of a school district for purposes of deliberation and providing or declining the required school district consent for the extinguishment of school district taxes on Real Property of the Land Bank in accordance with Section 6.02 of this Contract and the Land Bank Act.

**Section 1.12.** “State” means the State of Georgia.

## **ARTICLE II PURPOSE**

**Section 2.01. Purpose.** The purpose of this Contract is to create and empower the Land Bank to exercise the powers, duties, functions and responsibilities of a land bank under the Land Bank Act.

**Section 2.02. Programs and Functions.** The Land Bank shall endeavor to carry out the powers, duties, functions and responsibilities of a land bank under the Land Bank Act consistent with this Contract, including, but not limited to, the power, privilege and authority to acquire, manage and dispose of interests in Real Property, and to do all other things necessary or convenient to implement the purposes, objectives and provisions of the Land Bank Act and the purposes, objectives and powers delegated to a land bank under other laws or executive orders.

## **ARTICLE III CREATION OF LAND BANK**

**Section 3.01. Creation and Legal Status of Land Bank.** The Land Bank is established as a separate legal entity and public body corporate, to be known as the “Bartow-Cartersville Land Bank,” for the purposes of acting as a land bank under the Land Bank Act and implementing and administering this Contract.

**Section 3.02. By-Laws, and Policies and Procedures.** The Board shall adopt by-laws consistent with the provisions of this Contract and the Land Bank Act within thirty (30) days after the Board is appointed. The Board shall adopt policies and procedures consistent with the provisions of this Contract and the Land Bank Act within ninety (90) days after the Board is appointed.

**Section 3.03. Principal Office.** The principal office of the Land Bank shall be at a location within the geographical boundaries of Bartow County, Georgia, as determined by the Board.

**Section 3.04. Title to Land Bank Assets.** Except as otherwise provided in this Contract, the Land Bank shall have title to all of its Real Property and no Party shall have an ownership interest in Real Property owned by the Land Bank.

**Section 3.05. Tax-Exempt Status.** The Parties intend the activities of the Land Bank to be governmental functions carried out by an instrumentality or political subdivision of the State

as described in Section 115 of Title 26 of the United States Internal Revenue Code, or any corresponding provisions of any future tax code. The Parties also intend the activities of the Land Bank to be governmental functions carried out by a political subdivision of this State, exempt to the extent provided under Georgia law from taxation by this State, including, but not limited to, ad valorem property tax exemption pursuant to Section 48-5-41 of the Official Code of Georgia Annotated or corresponding provisions of future State tax laws.

**Section 3.06. Waiver of Special Assessments.** Upon the request of the Land Bank and for the purposes of fostering the goals and objectives of the Land Bank, any Party, at its option and in its discretion, may extinguish special assessments levied by the Party prior to the date of acquisition by the Land Bank against Real Property owned by the Land Bank, or may exempt Real Property owned by the Land Bank from the imposition of special assessments.

**Section 3.07. Compliance with Law.** The Land Bank shall comply with all federal and state laws, rules, regulations and orders applicable to this Contract.

**Section 3.08. Relationship of Parties.** The Parties agree that no Party shall be responsible, in whole or in part, for the acts of the employees, agents, and servants of any other Party, whether acting separately or in conjunction with the implementation of this Contract. The Parties shall only be bound and obligated under this Contract as expressly agreed to by each Party. The Land Bank shall not obligate any Party nor shall any obligation of the Land Bank constitute an obligation of any Party.

**Section 3.09. No Third-Party Beneficiaries.** Except as otherwise specifically provided, this Contract does not create in any Person, other than a Party, and is not intended to create by implication or otherwise, any direct or indirect benefit, obligation, duty, promise, right to be indemnified (such as contractually, legally, equitably or by implication), right to be subrogated to any Party's rights under this Contract, or any other right or benefit.

**Section 3.10. Additional Parties to Contract.** At any time subsequent to the Effective Date, in accordance with the Land Bank Act, an additional city located in whole or in part within Bartow County, Georgia or a consolidated government, or an additional county and at least one city located in that additional county may become a Party to this Contract by completing the following requirements: (a) unanimous approval of the Board as it exists before the addition of the applicable city, county or consolidated government, and execution by the Board chairperson of the signature page attached hereto as Appendix I; (b) adoption of a local law, ordinance or resolution as appropriate to the applicable city, county or consolidated government; and (c) execution by an authorized representative of the applicable city, county or consolidated government of the signature page attached hereto as Appendix I.

#### **ARTICLE IV BOARD, EXECUTIVE DIRECTOR AND STAFF**

**Section 4.01. Board Composition.** The Land Bank shall be governed by a Board of Directors that shall be appointed within ninety (90) calendar days of the Effective Date. Each member shall serve at the pleasure of the appointing Party and shall serve without compensation.



The members shall be residents of their respective appointing Parties and may be employees of the Parties. The Board shall consist of the following members:

- (a) Three (3) members appointed by Bartow County, Georgia for an initial term of 2 years;
- (b) Four (4) members appointed by the City of Cartersville, Georgia for an initial term of 4 years;

**Section 4.02. Term of Office.** Except as otherwise provided in this section, the members of the Board appointed under Section 4.01 shall be appointed for staggered terms. All subsequent board appointments and re-appointments shall be for terms of 4 years. The first term of the initial Board members shall commence on the date of the first Board meeting. Each Board member at the election of his or her appointing Party may serve an unlimited number of terms. In the event State law is amended to provide for different terms or composition of the Board, then the Board as it exists at the time of such amendment shall be authorized to take any action required such that the Board complies with any requirements of State law.

**Section 4.03. Removal.** Board members serve at the pleasure of their appointing Party and may be removed by the appointing Party at any time with or without cause, or may be removed pursuant to any other provision of Georgia law.

**Section 4.04. Vacancies.** A vacancy among the members of the Board appointed under Section 4.01, whether caused by the death, resignation, or removal of a Board member, shall be filled in the same manner as the original appointment for the balance of the unexpired term. Such vacancy shall be filled as soon as practicable.

**Section 4.05. Participation by School Districts.** Each school district containing within its geographical boundaries Real Property owned by the Land Bank shall be given advance notice of each Board meeting and may designate a School District Advisor to the Board.

**Section 4.06. Meetings.** The Board shall conduct its first meeting no later than thirty (30) calendar days after the Board is appointed. The Board shall meet at least annually and hold such other meetings at the place, date and time as the Board shall determine. All meetings of the Board shall comply with the provisions of Sections 50-14-1 et seq. of the Official Code of Georgia Annotated, including, but not limited to, the provisions requiring public notice of the time, place and date of the meetings.

**Section 4.07. Records of Meetings.** The Board shall maintain a written record of each meeting. Meeting summaries and minutes shall be kept in accordance with Sections 50-14-1 et seq. and 50-18-70 et seq. of the Official Code of Georgia Annotated.

**Section 4.08. Quorum and Voting.** Presence for both quorum and voting at a Board meeting may include electronic communication by which such member of the Board is both seen and heard by the members of the Board and any members of the public at the meeting. All actions of the Board shall be approved by the affirmative vote of a majority of the members of the Board present and voting; provided, however, that no action of the Board shall be authorized on the following matters unless approved by a majority of the entire Board membership: (a) Adoption of by-laws and other rules and regulations for conduct of the Land Bank's business; (b)

Hiring or firing of any employee or contractor of the Land Bank. This function may, by a majority vote of the total Board membership, be delegated to a specific officer or committee of the Land Bank, under such terms and conditions and to the extent that the Board may specify; (c) The incurring of debt; (d) Adoption or amendment of the annual budget; (e) Sale, lease, encumbrance, or alienation of real property, improvements or personal property with a value of more than \$50,000; and (f) Discharge and extinguishment of liens or claims for real property taxes owed to one or more of the Parties on Real Property acquired by the Land Bank.

**Section 4.09. Board Responsibilities.** The Board shall have all powers necessary to carry out and effectuate the purposes and provisions of this Contract and the Land Bank Act, including, but not limited to, the powers set forth in Sections 48-4-106 and 48-4-112 of the Land Bank Act.

**Section 4.10. Fiduciary Duty.** The members of the Board are under a fiduciary duty to conduct the activities and affairs of the Land Bank in the best interests of the Land Bank, including the safekeeping and use of all Land Bank monies and assets. The members of the Board shall discharge their duties in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances.

**Section 4.11. Compensation.** The members of the Board shall receive no compensation for the performance of their duties. A Board member may engage in private or public employment, or in a profession or business, except to the extent prohibited by Georgia law. The Land Bank may reimburse members of the Board for actual and necessary expenses incurred in the discharge of their official duties on behalf of the Land Bank.

**Section 4.12. Executive Director.** The Board may select and retain an executive director. An executive director selected and retained by the Board shall administer the Land Bank in accordance with the operating budget adopted by the Board, general policy guidelines established by the Board, other applicable governmental procedures and policies and this Contract. The executive director shall be responsible for the day-to-day operations of the Land Bank, the control, management, and oversight of the Land Bank's functions, and supervision of all Land Bank employees. All terms and conditions of the executive director's length of service shall be specified in a written contract between the executive director and the Board, provided that the executive director shall serve at the pleasure of the Board. The Board may delegate to the executive director any powers or duties it considers proper, under such terms, conditions and to the extent that the Board may specify.

**Section 4.13. Employees.** The Land Bank may employ or otherwise contract for the services of any staff deemed necessary to carry out the duties and responsibilities of the Land Bank. Such staff may be employed as employees of the Land Bank, or the services of such staff may be retained pursuant to contracts with any Party or other public or private entities.

**Section. 4.14. Expertise of Land Bank Staff.** The staff of the Land Bank shall be persons who have demonstrated special interest, experience or education in urban planning, community development, real estate, law, finance or related areas.

**Section 4.15. Ethics.** The Board shall adopt ethics policies governing the conduct of Board members, officers, appointees, employees and independent contractors. The policies shall be no less stringent than those provided for public officers and employees under Section 45-10-1 et seq. of the Official Code of Georgia Annotated, or corresponding provisions of future State code of ethics.

**Section 4.16. Conflicts of Interest.** Members of the Board and officers, appointees, employees and independent contractors of the Land Bank shall be deemed to be public officials for the purposes of Section 45-10-20 et seq. of the Official Code of Georgia Annotated, or corresponding provisions of future State conflicts of interest law, and are subject to any other applicable law with respect to conflicts of interest. The Land Bank shall establish policies and procedures requiring the disclosure of relationships that may give rise to a conflict of interest. The Board shall require that any member of the Board with a direct or indirect interest in any matter before the Board disclose the member's interest to the Board before the Board takes any action on the matter.

## **ARTICLE V GENERAL POWERS OF LAND BANK**

**Section 5.01. General Powers Under Land Bank Act.** The Land Bank may exercise all of the powers, duties, functions and responsibilities of a land bank under the Land Bank Act to the extent authorized by the Land Bank Act and any other Georgia law.

**Section 5.02. Tax Limitation.** The Land Bank shall not levy any type of tax or special assessment.

**Section 5.03. Eminent Domain Prohibited.** The Land Bank shall neither possess nor exercise the power of eminent domain.

**Section 5.04. Limitation on Political Activities.** The Land Bank shall not spend any public funds on political activities. Subject to the foregoing, this section is not intended to prohibit the Land Bank from engaging in activities authorized by applicable law.

**Section 5.05. No Waiver of Governmental Immunity.** The Parties agree that no provision of the Contract is intended, nor shall it be construed, as a waiver by any Party of any governmental immunity provided under any applicable law.

**Section 5.06. Non-Discrimination.** The Land Bank shall comply with all applicable law prohibiting discrimination. (a) The Land Bank shall not provide services in a manner that discriminates against an individual because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, disability or genetic information. (b) The Land Bank shall not fail or refuse to hire, recruit, promote, demote, discharge or otherwise discriminate against an individual with respect to employment, compensation, or a term, condition or privilege of employment because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, disability or genetic information.

## ARTICLE VI SPECIFIC POWERS OF THE LAND BANK

**Section 6.01. Acquisition of Real Property.** Except as otherwise provided in this Contract or under the Land Bank Act, the Land Bank may acquire, by gift, devise, transfer, exchange, foreclosure, purchase or otherwise, Real Property or personal property, or rights or interests in Real Property or personal property, on terms and conditions and in a manner the Board considers is in the best interest of the Land Bank. The Land Bank may purchase Real Property by purchase contract, lease purchase contract or otherwise. The Land Bank may acquire Real Property or rights or interests in Real Property for any purpose the Land Bank considers necessary to carry out the purposes of the Land Bank Act.

**Section 6.02. Tax Delinquent Real Property.** Subject to the notice provided to school districts pursuant to Section 48-4-112(a) of the Land Bank Act, and by resolution of the Board subject to the requirements of Section 4.08 of this Contract, the Land Bank may discharge and extinguish Real Property tax liens and claims owed to one or more of the Parties that encumber Real Property owned by the Land Bank. The Land Bank may bid on and acquire title to Real Property in judicial and non-judicial tax enforcement proceedings in accordance with Section 48-4-112 of the Land Bank Act or such other general, special or local laws as may be applicable to the property tax enforcement procedures of the Parties. The Land Bank may negotiate the acquisition of tax executions in accordance with Section 48-4-112 of the Land Bank Act or such other general, special or local laws as may be applicable to the property tax enforcement procedures of the Parties.

**Section 6.03. Quiet Title Actions.** The Land Bank may initiate a quiet title action to quiet title to interests in Land Bank Real Property.

**Section 6.04. Execution of Legal Documents Relating to Real Property.** All deeds, mortgages, contracts, leases, purchases or other contracts regarding Real Property of the Land Bank, including contracts to acquire or dispose of Real Property, shall be approved by the Board or by a Land Bank staff member designated by the Board, and executed in the name of the Land Bank.

**Section 6.05. Holding and Managing Real Property.** The Land Bank may hold and own in its name any Real Property acquired by the Land Bank or conveyed to the Land Bank by the State, a Party to this Contract, a local unit of government, an intergovernmental entity created under the laws of the State, or any other public or private Person, including, but not limited to, Real Property with or without clear title. The Land Bank may, without the approval of a local unit of government in which Real Property held by the Land Bank is located, control, hold, manage, maintain, operate, repair, lease as lessor, secure, prevent the waste or deterioration of, demolish, and take all other actions necessary to preserve the value of the Real Property it holds or owns. The Land Bank shall maintain all Real Property held by the Land Bank in accordance with applicable laws and codes. Real Property held by the Land Bank shall be inventoried and appraised and classified by the Land Bank according to the title status of the Real Property and suitability for use. The inventory shall be maintained as a public record and shall be filed in the principal office of the Land Bank. The Land Bank may take or perform actions with respect to Real Property held or owned by the Land Bank, including, but not limited to, the following: (a)



grant or acquire a license, easement, or option with respect to Real Property as the Land Bank determines is reasonably necessary to achieve the purposes of this Contract and the Land Bank Act; (b) fix, charge, and collect rents, fees, and charges for use of Land Bank Real Property or for services provided by the Land Bank; (c) pay any tax or special assessment due on Real Property acquired or owned by the Land Bank; (d) take any action, provide any notice, or institute any proceeding required to clear or quiet title to Real Property held by the Land Bank in order to establish ownership by and vest title to Real Property in the Land Bank; and (e) remediate environmental contamination on any Real Property held by the Land Bank.

**Section 6.06. Civil Action to Protect Land Bank Real Property.** The Land Bank may institute a civil action to prevent, restrain or enjoin the waste of or unlawful removal of any Real Property held by the Land Bank.

**Section 6.07. Environmental Contamination.** If the Land Bank has reason to believe that Real Property held by the Land Bank may be the site of environmental contamination, the Land Bank shall provide the Environmental Protection Division of the Georgia Department of Natural Resources with any information in the possession of the Land Bank that suggests that the Real Property may be the site of environmental contamination. The Land Bank shall cooperate with the Georgia Department of Natural Resources with regard to any request made or action taken by the Department of Natural Resources.

**Section 6.08. Transfer of Interests in Real Property by Land Bank.** On terms and conditions, in a manner, and for an amount of consideration the Land Bank considers proper, fair and reasonable, including for no monetary consideration, the Land Bank may convey, sell, transfer, exchange, lease as lessor, mortgage as mortgagor or otherwise dispose of Real Property or rights or interests in Real Property in which the Land Bank holds a legal interest to any public or private Person.

**Section 6.09. Criteria for Conveyance.** Land Bank Real Property shall be conveyed in accordance with the Land Bank Act and according to criteria determined in the discretion of the Board and contained in the policies and procedures adopted by the Board. The Board may adopt policies and procedures that set forth priorities for a transferee's use of Real Property conveyed by the Land Bank, including, but not limited to, affordable housing.

**Section 6.10. Structure of Conveyances.** Transactions shall be structured in a manner that permits the Land Bank to enforce contractual agreements, real covenants and the provisions of any subordinate financing held by the Land Bank pertaining to development and use of the Real Property.

**Section 6.11. Disposition of Proceeds.** Any proceeds from the sale or transfer of Real Property by the Land Bank shall be retained, expended, or transferred by the Land Bank as determined by the Board in the best interests of the Land Bank and in accordance with the Land Bank Act.

**Section 6.12. Limitation on Powers.** Pursuant to O.C.G.A. Secs. 48-4-106(b) and 48-4-109(g), no power, including but not limited to disposition of property, shall be exercised in relation to any real property located in the unincorporated areas of Bartow County without the affirmative vote of at least one of the Bartow County appointees. Likewise, no power, including but not limited to disposition of property, shall be exercised in relation to any real property located in the incorporated areas of the City of Cartersville without the affirmative vote of at least one of the City of Cartersville appointees.

## ARTICLE VII BOOKS, RECORDS, AND FINANCES

**Section 7.01. Land Bank Records.** The Land Bank shall keep and maintain at the principal office of the Land Bank all documents and records of the Land Bank. The records of the Land Bank, which shall be available to the Parties, shall include, but not be limited to, a copy of this Contract along with any amendments to the Contract. The records and documents shall be maintained until the termination of this Contract and shall be delivered to any successor entity.

**Section 7.02. Financial Statements and Reports.** The Land Bank shall cause to be prepared, at the Land Bank's expense, audited financial statements (balance sheet, statement of revenue and expense, statement of cash flows and changes in fund balance) on an annual basis. Such financial statements shall be prepared in accordance with generally accepted accounting principles and accompanied by a written opinion of an independent certified public accounting firm.

**Section 7.03. Annual Budget.** The executive director, or other individual designated by the Board, shall prepare annually a budget for the Land Bank. The Board shall review and approve a budget for the Land Bank immediately preceding each Fiscal Year.

**Section 7.04. Deposits and Investments.** The Land Bank shall deposit and invest funds of the Land Bank, not otherwise employed in carrying out the purposes of the Land Bank, in accordance with an investment policy established by the Board consistent with laws and regulations regarding investment of public funds.

**Section 7.05. Disbursements.** Disbursements of funds shall be in accordance with guidelines established by the Board.

**Section 7.06. Performance Objectives.** Each Fiscal Year, the executive director, or other individual designated by the Board, shall prepare, for review and approval by the Board, objectives for the Land Bank's performance.

## ARTICLE VIII FUNDING AND EXPENDITURES

**Section 8.01. Budget Contributions.** While under no obligation, the Parties may contribute to the annual Land Bank budget in such manner as approved by the Party or Parties.

**Section 8.02. Tax Allocation.** The Parties agree that in accordance with Section 48-4-110(c) of the Land Bank Act, seventy-five (75%) percent of the Real Property taxes collected on

Real Property, exclusive of any state or school district ad valorem tax, conveyed by the Land Bank after the Effective Date shall be remitted to the Land Bank commencing with the first taxable year following the date of conveyance and shall continue for a period of five years.

**Section 8.03. Management of Funds.** The Land Bank executive director, or other individual designated by the Board, shall be designated the fiscal agent of the Land Bank's account established for the management of sales proceeds, monetary contributions made by the Parties, and other Land Bank funds. Standard accounting procedures shall be used in the management of the accounts.

**Section 8.04. Authorized Expenditures.** The Land Bank shall in its sole discretion and within its budget expend such funds as necessary to carry out the powers, duties, functions and responsibilities of a land bank under the Land Bank Act consistent with this Contract.

## ARTICLE IX DURATION OF CONTRACT

**Section 9.01. Duration.** This Contract shall commence on the Effective Date and shall remain in full force and effect until such time as it has been terminated by the Parties.

**Section 9.02. Withdrawal by Party.** Any Party may withdraw from this Contract upon six (6) months prior notice in writing to the Land Bank and all Parties as provided under Section 10.01. Upon the effective withdrawal of any Party to this Contract, the Party so withdrawing will no longer have any rights to funds or other assets of the Land Bank. The Land Bank shall not automatically dissolve upon the withdrawal of one or more Parties except that no City may maintain the existence of a land bank if the County in which the City is located withdraws from the Land Bank, and no County may maintain the existence of a Land Bank if the single City that is both located within that county and a Party withdraws from the Land Bank.

**Section 9.03. Termination.** The Land Bank shall be terminated by (i) agreement by all Parties to this Contract, (ii) by affirmative resolution approved by two-thirds of the membership of the Board and in accordance with Section 484-111 of the Land Bank Act, or (iii) by withdrawal of one or more Parties such that only one Party to this Contract remains and such remaining Party is not a consolidated government.

**Section 9.04. Disposition upon Termination.** As soon as possible after termination, the Land Bank shall finish its affairs as follows: (a) all of the Land Bank's debts, liabilities, and obligations to its creditors and all expenses incurred in connection with the termination of the Land Bank and distribution of its assets shall be paid first; (b) the remaining Real Property and personal property owned by the Land Bank, if any, shall be distributed to any successor entity, subject to approval by the Parties. In the event that no successor entity exists, the remaining Real Property and personal property, and other assets of the Land Bank, shall become assets of the city, county or consolidated government in which the Real Property is located, unless provided otherwise in any applicable intergovernmental contracts; and (c) liability shall be absorbed upon termination as agreed upon by the Board of the Land Bank. In the absence of agreement by the Board, liability associated with each property shall be with the Party in which the property is located.

## ARTICLE X MISCELLANEOUS

**Section 10.01. Notices.** Any and all correspondence or notices required, permitted or provided for under this Contract to be delivered to any Party shall be sent to that Party by first-class mail. All such written notices, including any notice of withdrawal under Article IX, shall be sent to each other Party's signatory to this Contract, or that signatory's successor. All correspondence shall be considered delivered to a Party as of the date that such notice is deposited with sufficient postage with the United States Postal Service. Any notice of withdrawal shall be sent via certified mail, return receipt requested. Notices to Bartow County, Georgia shall be sent to the Bartow County Commissioner, 135 West Cherokee Avenue, Suite 251, Cartersville, Georgia 30120. Notices to the City of Cartersville, Georgia shall be sent to Mayor at 1 North Erwin Street, Cartersville, Georgia 30120. Notices to the Land Bank shall be sent to the Land Bank Principal Office. All notices sent to the addresses listed above shall be binding unless said address is changed in writing.

**Section 10.02. Entire Agreement.** This Contract sets forth the entire agreement between the Parties and supersedes any and all prior contracts or understandings between them in any way related to the subject matter of this Contract. It is further understood and agreed that the terms and conditions of this Contract are not a mere recital and that there are no other contracts, understandings or representations between the Parties in any way related to the subject matter of this Contract, except as expressly stated in this Contract.

**Section 10.03. Interpretation of Contract.** The Parties intend that this Contract shall be construed liberally to effectuate the intent and purposes of this Contract and the legislative intent and purposes of the Land Bank Act as complete and independent authorization for the performance of each and every act and thing authorized by this Contract and the Land Bank Act. All powers granted to the Land Bank under this Contract and the Land Bank Act shall be broadly interpreted to effectuate the intent and purposes and not as a limitation of powers.

**Section 10.04. Severability of Provisions.** If any provision of this Contract, or its application to any Person, Party or circumstance, is invalid or unenforceable, the remainder of this Contract and the application of that provision to other Persons, Parties or circumstances is not affected but will be enforced to the extent permitted by law.

**Section 10.05. Governing Law.** This Contract is made and entered into in the State of Georgia and shall in all respects be interpreted, enforced and governed under the laws of the State of Georgia without regard to the doctrines of conflict of laws. The language of all parts of this Contract shall in all cases be construed as a whole according to its plain and fair meaning, and not construed strictly for or against any Party.

**Section 10.06. Captions and Headings.** The captions, headings, and titles in this Contract are intended for the convenience of the reader and are not intended to have any substantive meaning or to be interpreted as part of this Contract.



**Section 10.07. Terminology.** All terms and words used in this Contract, regardless of the number or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

**Section 10.08. Cross-References.** References in this Contract to any article include all sections, subsections, and paragraphs in the article, unless specifically noted otherwise. References in this Contract to any section include all subsections and paragraphs in the section.

**Section 10.09. Jurisdiction and Venue.** In the event of any disputes between the Parties over the meaning, interpretation or implementation of the terms, covenants or conditions of this Contract, the matter under dispute, unless resolved between the Parties, shall be submitted to the Superior Court of Bartow County.

**Section 10.10. Amendments to Contract.** With the exception of the addition of a new Party pursuant to the provisions of Section 3.10 of this Contract, this Contract may be amended or an alternative form of this Contract adopted only upon written amendment approved by all Parties.

**Section 10.11. Amendments to Land Bank Act.** The Land Bank and Board shall have any powers authorized pursuant to any amendments, replacements or substitutions to the Land Bank Act, unless the Contract is amended by the Parties to provide otherwise.

**Section 10.12. Effective Date.** This Contract shall become effective as of the Effective Date. This Contract is executed by the authorized representatives of the Parties on the date(s) indicated below:

**BARTOW COUNTY, GEORGIA,  
a Georgia public body corporation**

By: Steve Taylor  
Steve Taylor, County Commissioner

Date: 11/30/2016

**CITY OF CARTERSVILLE, GEORGIA,  
A Georgia Public body corporation**

By: Matthew J. Santini  
Matthew J. Santini, Mayor

Attested to by:

Kathy Gill  
Kathy Gill, County Clerk

Attested to by:

Connie Keeling  
Connie Keeling, City Clerk

Date: Nov. 17, 2016

**APPENDIX I**

The undersigned have become a Party to this Intergovernmental Contract by virtue of appropriate authorizing action taken by the Governing Authority of Bartow County, Georgia and the City of Cartersville, Georgia on the 30<sup>th</sup> day of November, 2016 and the unanimous approval of the Bartow Cartersville Land Bank Board on the \_\_\_ day of \_\_\_, 2016.

**BARTOW COUNTY, GEORGIA,  
a Georgia public body corporation**

By: Steve Taylor  
Steve Taylor, County Commissioner

Attested to by:

Kathy Gill  
Kathy Gill, County Clerk

Date: 11/30/2016

**CITY OF CARTERSVILLE, GEORGIA,  
A Georgia Public body corporation**

By: Matthew J. Santini  
Matthew J. Santini, Mayor

Attested to by:

Connie Keeling  
Connie Keeling, City Clerk

Date: December 1, 2016

**BARTOW-CARTERSVILLE LAND BANK,  
A Georgia public body corporate and politic**

By: \_\_\_\_\_  
Chair of the Board

Attested to by:

\_\_\_\_\_  
Secretary

Date: \_\_\_\_\_

**A RESOLUTION OF THE COMMISSIONER OF BARTOW COUNTY AND THE CITY COUNCIL OF THE CITY OF CARTERSVILLE, GEORGIA TO DECLARE THE NEED FOR THE CREATION OF AN ADDITIONAL JOINT DEVELOPMENT AUTHORITY TO FUNCTION IN BARTOW COUNTY, GEORGIA AND THE CITY OF CARTERSVILLE, GEORGIA, PURSUANT TO THE PROVISIONS OF THE DEVELOPMENT AUTHORITIES LAW; TO APPOINT A BOARD OF DIRECTORS FOR SUCH DEVELOPMENT AUTHORITY; TO AUTHORIZE SUCH DEVELOPMENT AUTHORITY TO EXERCISE THE POWERS CONTAINED IN THE DEVELOPMENT AUTHORITIES LAW; TO PROVIDE FOR NOTICE TO THE SECRETARY OF STATE OF THE STATE OF GEORGIA OF THE ADOPTION OF THIS RESOLUTION; TO REPEAL CONFLICTING RESOLUTIONS; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

**WHEREAS**, the Commissioner of Bartow County (the "Commissioner") is the governing authority of Bartow County, Georgia (the "County"), a political subdivision created and existing under the laws of the State of Georgia; and

**WHEREAS**, it has been determined by the Commissioner that there exists an urgent need to develop and promote for the public good and general welfare trade, commerce, industry, and employment opportunities in the County; and

**WHEREAS**, the City Council of the City of Cartersville, Georgia (the "City Council") is the governing authority of the City of Cartersville, Georgia (the "City"), a municipal corporation created and existing under the laws of the State of Georgia; and

**WHEREAS**, it has been determined by the City Council that there exists an urgent need to develop and promote for the public good and general welfare trade, commerce, industry, and employment opportunities in the City; and

**WHEREAS**, Article IX, Section VI, Paragraph III of the Constitution of the State of Georgia, which permits the General Assembly of the State of Georgia to authorize the creation of development authorities for certain purposes by any county or municipality or combination thereof, and an act of the General Assembly of the State of Georgia entitled the "Development Authorities Law," as amended, and codified as Chapter 62 of Title 36 of the Official Code of Georgia Annotated (the "Development Authorities Law"), which was enacted by the General Assembly of the State of Georgia pursuant to authority granted in such Article IX, Section VI, Paragraph III, authorize any one or more municipal corporations and one or more counties in the State of Georgia to create and activate a joint development authority within each such county and municipal corporation; and

**WHEREAS**, the Commissioner has determined that it is desirable and necessary that an additional joint development authority for the County and the City be created and activated immediately in order to fulfill the present needs expressed herein; and



**WHEREAS**, the City Council has determined that it is desirable and necessary that an additional joint development authority for the County and the City be created and activated immediately in order to fulfill the present needs expressed herein;

**NOW, THEREFORE, BE IT RESOLVED**, by joint and concurrent resolution of the Commissioner and the City Council, and it is hereby resolved by the authority of the same, that there be and there is hereby determined and declared to be a pressing, existing, and future need for an additional development authority (as more fully described and defined in the Development Authorities Law) to function in the County and the City for the purpose of developing and promoting for the public good and general welfare trade, commerce, industry, and employment opportunities in the County and the City, thereby promoting the general welfare of the citizenry of the County and the City.

**BE IT FURTHER RESOLVED**, by the aforesaid authority, that there be and there is hereby created and activated the public body corporate and politic known as the "Bartow-Cartersville Second Joint Development Authority" (the "Authority"), pursuant to the Development Authorities Law.

**BE IT FURTHER RESOLVED**, by the aforesaid authority, that the Board of Directors of the Authority shall consist of eight members, four of whom shall be appointed by the City Council and four of whom shall be appointed by the Commissioner. Each of the members of the Board of Directors of the Authority must be a taxpayer residing in the City, in the case of members appointed by the City Council, or the County, in the case of members appointed by the Commissioner, and none of whom shall be an officer or employee of the County or the City.

**BE IT FURTHER RESOLVED**, by the aforesaid authority, that there be and there are hereby elected as members of the first Board of Directors of the Authority the following named persons, each of whom meets the foregoing qualifications, for terms of office expiring as indicated below:

<u>Director</u>	<u>Appointing Authority</u>	<u>Date of Expiration of Initial Term of Office</u>
Greg Frisbee	City Council	December 31, 2013
Lamar Pendley	City Council	December 31, 2013
David Caswell	City Council	December 31, 2015
Malcom Cooley	City Council	December 31, 2015
Carolos Calhoun	Commissioner	December 31, 2013
Ronnie Evans	Commissioner	December 31, 2013
Ed Brush	Commissioner	December 31, 2015
Eric Strickland	Commissioner	December 31, 2015



**BE IT FURTHER RESOLVED**, by the aforesaid authority, that commencing with the date of adoption of this resolution by the Commissioner and the City Council each of such persons named as directors above shall serve in such capacity until their initial term of office expires as indicated above, unless they cease to be eligible prior to the expiration of such term. After the initial terms of office, directors of the Authority shall serve for terms of office of four years each, unless they cease to be eligible prior to the expiration of such term. At the end of any term of office of any director, or upon becoming ineligible, a successor thereto shall be elected by the Commissioner or the City Council, as the case may be, determined according to the authority that appointed the director whose term is expiring. A director whose term of office shall have expired shall continue to hold office until his or her successor shall be so elected.

**BE IT FURTHER RESOLVED**, by the aforesaid authority, that the Board of Directors hereinbefore elected shall organize itself, carry out its duties and responsibilities, and exercise its powers and prerogatives in accordance with the terms and provisions of the Development Authorities Law as it now exists and as it might hereafter be amended or modified.

**BE IT FURTHER RESOLVED**, by the aforesaid authority, that the Clerk of the County and the City Clerk shall furnish immediately to the Secretary of State of the State of Georgia a certified copy of this resolution in compliance with the mandate set forth in Section 2 of the Development Authorities Law.

**BE IT FURTHER RESOLVED**, by the aforesaid authority, that the action taken by the Commissioner and the City Council herein, including the activation of the Bartow-Cartersville Second Joint Development Authority under the Development Authorities Law, is not intended to, and shall in no way or to any extent, impair or otherwise affect the existence, purpose, organization, powers, or function of any other industrial development or other authority heretofore created by constitutional amendment or Act of the General Assembly, including without limitation, the Cartersville Development Authority created pursuant to an amendment to the Constitution of the State of Georgia (1962 Ga. Laws 1021 to 1027, inclusive), now specifically continued as a part of the Constitution of the State of Georgia of 1983 pursuant to an Act of the General Assembly of the State of Georgia (1986 Ga. Laws 4694 to 4695, inclusive), or the Bartow-Cartersville Joint Development Authority, the Development Authority of Cartersville, or the Development Authority of Bartow County, each created pursuant to the Development Authorities Law.

**BE IT FURTHER RESOLVED**, by the aforesaid authority, that any and all resolutions in conflict with this resolution be and the same are hereby repealed.

**BE IT FURTHER RESOLVED**, by the aforesaid authority, that this resolution shall be effective immediately upon its adoption by the Commissioner, the City Council, or the last approving this resolution, and from and after such adoption and approval the Authority shall be deemed to be fully created and activated.

PASSED, ADOPTED, SIGNED, APPROVED, AND EFFECTIVE this 13th day of July 2011.

BARTOW COUNTY, GEORGIA

By: Clarence Brown  
Clarence Brown, Commissioner of  
Bartow County

(SEAL)

Attest:

Kathy Gill  
Kathy Gill, Clerk

PASSED, ADOPTED, SIGNED, APPROVED, AND EFFECTIVE this 7th day of July 2011.

CITY OF CARTERSVILLE, GEORGIA

By: Matt Santini  
Matt Santini, Mayor

(SEAL)

Attest:

Connie Keeling  
Connie Keeling, City Clerk

**STATE OF GEORGIA**

**BARTOW COUNTY**

**CLERK'S CERTIFICATE**

I, **KATHY GILL**, Clerk of Bartow County, Georgia, **DO HEREBY CERTIFY** that the foregoing pages constitute a true and correct copy of a resolution adopted by the Commissioner of Bartow County at an open public meeting duly called and lawfully assembled at 10:00 a.m. on the 13th day of July 2011, in connection with the creation and activation of the Bartow-Cartersville Second Joint Development Authority, the original of such resolution being duly recorded in the Minute Book of the Commissioner of Bartow County, which Minute Book is in my custody and control.

I do hereby further certify that a certified copy of the resolution has been furnished to the Secretary of State of the State of Georgia as required by the Development Authorities Law.

**WITNESS** my hand and the official seal of Bartow County, Georgia this the 13th day of July 2011.

  
\_\_\_\_\_  
Clerk of Bartow County, Georgia

(SEAL)

ENROLLMENT

April 17, 2002  
The Subcommittee of the Senate on Enrolling and Journals has examined the within and finds the same properly enrolled.

Richard O. Marable

Chairman

Mark Taylor

President of the Senate

Frank Eldridge Jr.

Secretary of the Senate

Shamarr Murphy

Speaker of the House

Robert Rivers Jr.

Clerk of the House

MTM

Received Secretary, Executive Department

This 15th day of April, 2002

Approved Steve Bamber  
Governor

This 25th day of April, 2002

S.B. No. 551 Act No. 541

GENERAL ASSEMBLY



AN ACT

To create the Joint Cartersville-Bartow County Regional Industrial Development Authority; to provide for a short title; to confer powers and impose duties on the authority; to provide for the membership and the appointment of members of the authority and their terms of office, qualifications, duties, powers, and compensation; to provide for vacancies, organization, meetings, and expenses; to prohibit authority employees and members from having certain interests; to provide for definitions; to provide for revenue bonds and their form, signatures thereon, negotiability, sale, and use of proceeds from such sales; to provide for interim documents and for lost or mutilated documents; and for other purposes.

IN SENATE

Read 1<sup>st</sup> time March 18, 2002  
Read 2<sup>nd</sup> time March 25, 2002  
Read 3<sup>rd</sup> time March 26, 2002  
And Passed  
Yeas 48 Nays 0

Frank Eldridge Jr.  
Secretary of the Senate

IN HOUSE

Read 1<sup>st</sup> time March 26, 2002  
Read 2<sup>nd</sup> time March 27, 2002  
Read 3<sup>rd</sup> time April 2, 2002  
And Passed  
Yeas 135 Nays 0

Passed Both Houses 4/12/02

Robert Rivers Jr.  
Clerk of the House

By: Senators Dean of the 31st and Marable of the 52nd



**AN ACT**

To create the Joint Cartersville-Bartow County Regional Industrial Development Authority; to provide for a short title; to confer powers and impose duties on the authority; to provide for the membership and the appointment of members of the authority and their terms of office, qualifications, duties, powers, and compensation; to provide for vacancies, organization, meetings, and expenses; to prohibit authority employees and members from having certain interests; to provide for definitions; to provide for revenue bonds and their form, signatures thereon, negotiability, sale, and use of proceeds from such sales; to provide for interim documents and for lost or mutilated documents; to provide for conditions for issuance; to prohibit the pledge of credit for the payment of bonds; to provide for trust indentures and a sinking fund; to provide for payment of bond proceeds; to provide for bondholder remedies and protection; to provide for refunding bonds; to provide for bond validation; to provide for venue and jurisdiction; to provide for trust funds; to provide for authority purpose; to provide for charges; to provide for rules and regulations; to provide for tort immunity; to provide for tax exemptions; to provide for supplemental powers; to provide for effect on other governments; to provide for liberal construction; to provide for an effective date; to repeal conflicting laws; and for other purposes.

**BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:**

**SECTION 1.**

Short title.

This Act shall be known and may be cited as the "Joint Cartersville-Bartow County Regional Industrial Development Authority Act."

**SECTION 2.**

Definitions.

(a) As used in this Act, the term:

(1) "Authority" or "development authority" means the Joint Cartersville-Bartow County Regional Industrial Development Authority created by this Act.

(2) "Cost of the project" means and embraces the cost of construction; the cost of all lands, properties, rights, easements, and franchises acquired; the cost of all machinery and equipment, financing charges, interest prior to and during construction and for one year

after completion of construction; the cost of engineering, architectural, fiscal agents', and legal expenses, and of plans and specifications, and other expenses necessary or incident to determining the feasibility or practicability of the project, administrative expenses, and such other expenses as may be necessary or incident to the financing authorized in this Act; the cost of the acquisition or construction of any project; the cost of placing any project in operation; and the cost of condemnation of property necessary for such construction and operation. Any obligation or expense 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 issued under the provisions of this Act for such project.

(3) "Project" includes:

(A) Any one or more buildings or structures located in Cartersville or Bartow County to be used in the production, manufacturing, processing, assembling, storing, or handling of any agricultural, manufactured, mining, or industrial product or any combination of the foregoing, in every case with all necessary or useful furnishings, machinery, equipment, parking facilities, landscaping, and facilities for outdoor storage, all as determined by the authority, which determination shall be final and not subject to review; and there may be included as part of any such project all improvements necessary to the full utilization thereof, including site preparation, roads and streets, sidewalks, water supply, outdoor lighting, belt line railroad sidings and lead tracks, bridges, causeways, terminals for railroad, automotive, and air transportation, and transportation facilities incidental to the project;

(B) The acquisition, construction, leasing, or equipping of new industrial facilities or the improvement, modification, acquisition, expansion, modernization, leasing, equipping, or remodeling of existing industrial facilities located or to be located within Cartersville or Bartow County;

(C) The acquisition, construction, improvement, or modification of any property, real or personal, which any industrial concern might desire to use, acquire, or lease in connection with the operation of any plant or facility located or to be located within the City of Cartersville or Bartow County; and

(D) The acquisition or development of land in the City of Cartersville or Bartow County as the site for an industrial park, provided that for purposes of this subparagraph, the term "development of land" includes the provision of water, sewage, drainage, or similar facilities or transportation, power, or communication facilities which are incidental to use of the site as an industrial park but, except with respect to such facilities, does not include the provision of structures or buildings.

(4) "Revenue bonds" and "bonds" means revenue bonds as defined and provided for in Article 3 of Chapter 82 of Title 36 of the O.C.G.A., the "Revenue Bond Law," and such type of obligations may be issued by the authority as authorized under said Revenue Bond Law and any amendments thereto and, in addition, shall also mean obligations of the authority, the issuance of which are hereinafter specifically provided for in this Act.

(b) Any project shall be deemed "self-liquidating" if, in the judgment of the authority, the revenues and earnings to be derived by the authority therefrom and all facilities used in connection therewith will be sufficient to pay the costs of operating, maintaining, repairing, improving, and extending the project and to pay the principal of and interest on the revenue bonds which may be issued to finance, in whole or in part, the cost of such project or projects.

### SECTION 3.

#### Joint Cartersville-Bartow County Regional Industrial Development Authority.

(a) There is created a body corporate and politic, to be known as the "Joint Cartersville-Bartow County Regional Industrial Development Authority," which shall be deemed to be a political subdivision of the State of Georgia and a public corporation and by that name, style, and title said body may contract and be contracted with, sue and be sued, implead and be impleaded, and bring and defend actions in all courts. The authority shall have perpetual existence.

(b) The authority shall consist of six members, three of whom shall be appointed by a majority vote of the governing authority of the City of Cartersville and three of whom shall be appointed by a majority vote of the governing authority of Bartow County. Persons so appointed shall serve for initial terms of office which expire December 31, 2006. After the initial terms of office, members of the authority shall serve for terms of office of four years each. Members of the authority shall serve for their respective terms of office specified in this subsection and until their respective successors are appointed and qualified. Any member of the authority may be appointed to succeed himself or herself. After such appointment, the members of such authority shall enter upon their duties. Any vacancy on the authority shall be filled in the same manner as was the original appointment of the member whose term of membership resulted in such vacancy, except that if the vacancy in membership is not filled within 30 days after the vacancy occurs, the vacancy shall be filled by a majority vote of the members of the General Assembly whose legislative districts include any part or all of the City of Cartersville or Bartow County. A person appointed to fill a vacancy shall serve for the remainder of the unexpired term and until the appointment

and qualification of a successor. The members of the authority shall be reimbursed, upon submission of sworn vouchers, for all actual expenses incurred in the performance of their duties out of funds of the authority but shall receive no further compensation. The authority shall make rules and regulations for its own government. It shall have perpetual existence.

(c) To be eligible for appointment as a member of the authority a person shall be at least 21 years of age and have been a resident of the City of Cartersville or Bartow County for at least one year prior to the date of such person's appointment and shall not have been convicted of a felony.

(d) The members of the authority shall annually elect one of their number as chairperson. Also, the members of the authority shall elect one of their number as vice chairperson, shall elect one of their number as secretary, and may elect one of their number as treasurer. The secretary may also serve as treasurer. Each of such officers shall serve for a period of one year and until their successors are duly elected and qualified. The chairperson of the authority shall be entitled to vote upon any issue, motion, or resolution.

(e) A majority of the members of the authority shall constitute a quorum. No vacancy on the authority shall impair the right of the quorum to exercise all of the rights and perform all of the duties of the authority.

(f) A vacancy on the authority shall exist in the office of any member of the authority who is convicted of a felony or who enters a plea of nolo contendere thereto; who is convicted of a crime involving moral turpitude or who enters a plea of nolo contendere thereto; who moves such person's residence from the City of Cartersville or Bartow County to another city or county other than the City of Cartersville or Bartow County; who is convicted of any act of misfeasance, malfeasance, or nonfeasance of such person's duties as a member of the authority; or who fails to attend three consecutive regular meetings of the authority without an excuse approved by a resolution of the authority.

(g) All meetings of the authority, regular or special, shall be open to the public.

(h) No member or employee of the authority shall have, directly or indirectly, any financial interest, profit, or benefit in any contract, work, or business of the authority nor in the sale, lease, or purchase of any property to or from the authority.

(i) The governing authorities the City of Cartersville and Bartow County shall contract between themselves, in order to be authorized to make their initial appointments to the development authority, that for the duration of any contract between such city and county and the development authority the amount of the financial obligation of each political subdivision to the development authority under this Act shall be the same amount as the other political subdivision's financial obligation to the development authority under this Act.

#### SECTION 4.

S. B. 551



#### Purpose of the authority.

Without limiting the generality of any provisions of this Act, the general purpose of the authority is declared to be that of acquiring, constructing, equipping, maintaining, and operating projects in the City of Cartersville or Bartow County; extending and improving such projects; acquiring the necessary property therefor, both real and personal, with the right to contract for the use of or to lease or sell any or all of such facilities, including real property, to any persons, firms, or corporations, whether public or private, if in the sole judgment of the authority such use, lease, or sale supports the general purposes of the authority; and doing all things deemed by the authority necessary, convenient, and desirable for and incident to the efficient and proper development and operation of such type of undertakings.

#### SECTION 5.

##### Powers.

The authority shall have the power:

- (1) To have a seal and alter the same at its pleasure;
- (2) To acquire by purchase, lease, or otherwise and to hold, lease, and dispose of real and personal property of every kind and character for its corporate purposes and to plan, acquire, establish, develop, construct, enlarge, improve, maintain, equip, and lease all projects which shall come under the control of the authority under the provisions of this Act or which it may acquire or plan to acquire; to regulate, protect, and police such projects and all related activities and facilities; to enter into any contracts, leases, or other agreements, promulgate any orders, set any tolls, fees, or other charges for the use of property or services of the authority and collect and use same as necessary to operate the projects under control of the authority; and to accomplish any purposes of this Act and make any purchases or sales necessary for such purposes;
- (3) To acquire in its own name by purchase, on such terms and conditions and in such manner as it may deem proper, or by condemnation in accordance with the provisions of any and all existing laws applicable to the condemnation of property for public use, real property, or rights or easements therein, or franchises necessary or convenient for its corporate purposes, and to use the same so long as its corporate existence shall continue, and to lease or make contracts with respect to the use of, or dispose of the same in any manner it deems to be to the best advantage of the authority, the authority being under no obligation to accept and pay for any property condemned under this Act except from the funds provided under the authority of this Act, and, in any proceedings to condemn,

such orders may be made by the court having jurisdiction of the suit, action, or proceedings as may be just to the authority and to the owners of the property to be condemned, and no property shall be acquired under the provisions of this Act upon which any lien or other encumbrance exists unless at the time such property is so acquired a sufficient sum of money be deposited in trust to pay and redeem the fair value of such lien or encumbrance;

(4) To appoint, select, and employ officers, agents, and employees, including engineering, architectural, and construction experts, fiscal agents, and attorneys, and to fix their respective compensations;

(5) To make contracts and leases and to execute all instruments necessary or convenient, including contracts for construction of projects and leases of projects or contracts with respect to the use of projects which it causes to be constructed, erected, or acquired. Any and all persons, firms, and corporations and any and all political subdivisions, departments, institutions, or agencies of the state are authorized to enter into contracts, leases, or agreements with the authority upon such terms and for such purposes as they deem advisable; and, without limiting the generality of the foregoing, authority is specifically granted to municipal corporations, counties, and other political subdivisions and to the authority to enter into contracts, lease agreements, or other undertakings with each other relating to projects of the authority for a term not exceeding 50 years. Likewise, without limiting the generality of the above and foregoing, the same authority above granted to municipal corporations, counties, political subdivisions, and to the authority relative to entering into contracts, lease agreements, or other undertakings is authorized between the authority and private corporations, both inside and outside this state, and between the authority and public bodies, including counties and cities outside this state;

(6) To construct, erect, acquire, own, repair, remodel, maintain, add to, extend, improve, equip, operate, and manage projects, as defined in this Act, the cost of any such project to be paid in whole or in part from the proceeds of revenue bonds of the authority or from such proceeds and any grant or contribution from the United States of America or any agency or instrumentality thereof or from the State of Georgia or any agency or instrumentality thereof;

(7) To accept loans and grants of money or materials or property of any kind from the United States of America or any agency or instrumentality thereof upon such terms and conditions as the United States of America or such agency or instrumentality may require;

(8) To accept loans and grants of money or materials or property of any kind from the State of Georgia or any agency or instrumentality or political subdivision thereof upon

such terms and conditions as the State of Georgia or such agency or instrumentality or political subdivision may require;

(9) To borrow money for any of its corporate purposes and to issue negotiable revenue bonds payable solely from funds pledged for that purpose and to provide for the payment of the same and for the rights of the holders thereof;

(10) To exercise any power usually possessed by private corporations performing similar functions, including the power to make short-term loans and approve, execute, and deliver appropriate evidence of such indebtedness, provided no such power is in conflict with the Constitution or general laws of this state; and

(11) To do all things necessary or convenient to carry out the powers expressly given in this Act.

#### **SECTION 6.**

##### **Revenue bonds.**

The authority, or any authority or body which has or which may in the future succeed to the powers, duties, and liabilities vested in the authority created by this Act is authorized to provide by resolution for the issuance of negotiable revenue bonds of the authority for the purpose of paying all or any part of the cost as herein defined of any one or more projects. The principal of and interest on such revenue bonds shall be payable solely from the special fund provided in this Act for such payment. The bonds of each issue shall be dated, shall bear interest at such rate or rates per annum, payable at such time or times, shall mature at such time or times not exceeding 40 years from their date or dates, shall be payable in such medium of payment as to both principal and interest as may be determined by the authority, and may be redeemable before maturity, at the option of the authority, at such price or prices and under such terms and conditions as may be fixed by the authority in the resolution for the issuance of bonds.

#### **SECTION 7.**

##### **Revenue bonds; form; denomination; registration; place of payment.**

The authority shall determine the form of the bonds, including any interest coupons to be attached thereto, and shall fix the denomination or denominations of the bonds and the place or places of payment of principal and interest thereon, which may be at any bank or trust company inside or outside the state. The bonds may be issued in coupon or registered form,

or both, as the authority may determine, and provision may be made for the registration of any coupon bond as to principal alone and also as to both principal and interest.

#### **SECTION 8.**

**Revenue bonds; signatures; seal.**

In case any officer whose signature shall appear on any bonds or whose facsimile signature shall appear on any coupon shall cease to be such officer before the delivery of such bonds, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery. All such bonds shall be signed by the chairperson of the authority and the official seal of the authority shall be affixed thereto and attested by the secretary of the authority and any coupons attached thereto shall bear the facsimile signatures of the chairperson and the secretary of the authority. Any coupon may bear the facsimile signatures of such persons and any bond may be signed, sealed, and attested on behalf of the authority by such persons as at the actual time of the execution of such bonds shall be duly authorized or hold the proper office, although at the date of such bonds such person may not have been so authorized or shall not have held such office.

#### **SECTION 9.**

**Revenue bonds; negotiability; exemption from taxation.**

All revenue bonds issued under the provisions of this Act shall have and are declared to have all the qualities and incidents of negotiable instruments under the laws of this state. Such bonds, their transfer, and the income therefrom shall be exempt from all taxation within this state.

#### **SECTION 10.**

**Revenue bonds; sale; price; proceeds.**

The authority may sell such bonds in such manner and for such price as it may determine to be for the best interest of the authority. The proceeds derived from the sale of such bonds shall be used solely for the purpose or purposes provided in the resolutions and proceedings authorizing the issuance of such bonds.



**SECTION 11.**

Revenue bonds; interim receipts and certificates  
or temporary bonds.

Prior to the preparation of any definitive bonds, the authority may, under like restrictions, issue interim receipts, interim certificates, or temporary bonds, with or without coupons, exchangeable for definitive bonds upon the issuance of the latter.

**SECTION 12.**

Revenue bonds; replacement of lost or mutilated bonds.

The authority may provide for the replacement of any bonds or coupons which shall become mutilated or be destroyed or lost.

**SECTION 13.**

Revenue bonds; conditions precedent to issuance.

Such revenue bonds may be issued without any other proceedings or the happening of any other conditions or things other than those proceedings, conditions, and things which are specified or required by this Act. In the discretion of the authority, revenue bonds of a single issue may be issued for the purpose of any particular project. Any resolution providing for the issuance of revenue bonds under the provisions of this Act shall become effective immediately upon its passage and need not be published or posted, and any such resolution may be passed at any regular or special meeting of the authority by a majority of its members.

**SECTION 14.**

Credit not pledged.

Revenue bonds issued under the provisions of this Act shall not be deemed to constitute a debt of the City of Cartersville or Bartow County nor a pledge of the faith and credit of the City of Cartersville or Bartow County; but such bonds shall be payable solely from the fund hereinafter provided for and the issuance of such revenue bonds shall not directly, indirectly, or contingently obligate the City of Cartersville or Bartow County to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment. All such

bonds shall contain recitals on their face covering substantially the foregoing provisions of this section.

#### **SECTION 15.**

##### **Trust indenture as security.**

In the discretion of the authority, any issuance of such revenue bonds may be secured by a trust indenture by and between the authority and a corporate trustee, which may be any trust company or bank having the powers of a trust company inside or outside the state. Such trust indenture may pledge or assign fees, tolls, revenues, and earnings to be received by the authority. Either the resolution providing for the issuance of revenue bonds or such trust indenture may contain such provisions for protecting and enforcing the rights and remedies of the bondholders as may be reasonable and proper and not in violation of law, including covenants setting forth the duties of the authority in relation to the acquisition of property, the construction of the project, the maintenance, operation, repair, and insuring of the project, and the custody, safeguarding, and application of all moneys, and may also provide that any project shall be constructed and paid for under the supervision and approval of consulting engineers or architects employed or designated by the authority, and satisfactory to the original purchasers of the bonds issued therefor, and may also require that the security given by contractors and by any depository of the proceeds of the bonds or revenues or other moneys be satisfactory to such purchasers, and may also contain provisions concerning the conditions, if any, upon which additional revenue bonds may be issued. It shall be lawful for any bank or trust company incorporated under the laws of this state to act as such depository and to furnish such indemnifying bonds or pledge such securities as may be required by the authority. Such indenture may set forth the rights and remedies of the bondholders and of the trustee and may restrict the individual right of action of bondholders as is customary in trust indentures securing bonds and debentures of corporations. In addition to the foregoing, such trust indenture may contain such other provisions as the authority may deem reasonable and proper for the security of the bondholders. All expenses incurred in carrying out such trust indenture may be treated as a part of the cost of maintenance, operation, and repair of the project affected by such indenture.

#### **SECTION 16.**

##### **To whom proceeds of bonds shall be paid.**

In the resolution providing for the issuance of revenue bonds or in the trust indenture, the authority shall provide for the payment of the proceeds of the sale of the bonds to any officer

or person who, or any agency, bank, or trust company which, shall act as trustee of such funds and shall hold and apply the same to the purposes of this Act, subject to such regulations as this Act and such resolution or trust indenture may provide.

#### **SECTION 17.**

##### **Sinking fund.**

The revenues, fees, tolls, and earnings derived from any particular project or projects, regardless of whether or not such fees, earnings, and revenues were produced by a particular project for which bonds have been issued, unless otherwise pledged and allocated, may be pledged and allocated by the authority to the payment of the principal and interest on revenue bonds of the authority as the resolution authorizing the issuance of the bonds or the trust instrument may provide. Such funds so pledged from whatever source received, including funds received from one or more or all sources, shall be set aside at regular intervals as may be provided in the resolution or trust indenture into a sinking fund which shall be pledged to and charged with the payment of:

- (1) The interest upon such revenue bonds as such interest shall fall due;
- (2) The principal of the bonds as the same shall fall due;
- (3) The necessary charges of paying agents for paying principal and interest and other investment charges;
- (4) Any premium upon bonds retired by call or purchase as provided in this Act; and
- (5) Any investment fees or charges.

The use and disposition of such sinking fund shall be subject to such regulations as may be provided in the resolution authorizing the issuance of the revenue bonds or in the trust indenture but, except as may otherwise be provided in such resolution or trust indenture, such sinking fund shall be maintained as a trust account for the benefit of all revenue bonds without distinction or priority of one over another. Subject to the provisions of the resolution authorizing the issuance of the bonds or the trust indenture, any surplus moneys in the sinking fund may be applied to the purchase or redemption of bonds, and any such bonds so purchased or redeemed shall forthwith be canceled and shall not again be issued.

#### **SECTION 18.**

##### **Remedies of bondholders.**

Any holder of revenue bonds issued under the provisions of this Act or any of the coupons appertaining thereto and the trustee under the trust indenture, if any, except to the extent the rights given in this Act may be restricted by resolution passed before the issuance of the

bonds or by the trust indenture, may, either at law or in equity, by suit, action, mandamus, or other proceedings, protect and enforce any and all rights under the laws of this state or granted under this Act or under such resolution or trust indenture and may enforce and compel performance of all duties required by this Act or by such resolution or trust indenture to be performed by the authority or any officer thereof, including the fixing, charging, and collecting of revenues, fees, tolls, and other charges for the use of the facilities and services furnished.

#### **SECTION 19.**

##### **Refunding bonds.**

The authority is authorized to provide by resolution for the issuance of bonds of the authority for the purpose of funding or refunding any revenue bonds issued under the provisions of this Act and then outstanding, together with accrued interest thereon and premium, if any. The issuance of such funding or refunding bonds, the maturities and all other details thereof, the rights of the holders thereof, and the duties of the authority in respect to the same shall be governed by the foregoing provisions of this Act insofar as the same may be applicable.

#### **SECTION 20.**

##### **Validation.**

Bonds of the authority shall be confirmed and validated in accordance with the procedures of Article 3 of Chapter 82 of Title 36 of the O.C.G.A., known as the "Revenue Bond Law." The petition for validation shall also make party defendant to such action the State of Georgia or any municipality, county, authority, political subdivision, or instrumentality of the State of Georgia which has contracted with the authority for the services and facilities of the project for which bonds are to be issued and sought to be validated, and the state or such municipality, county, authority, political subdivision, or instrumentality shall be required to show cause, if any exists, why such contract or contracts and the terms and conditions thereof should not be inquired into by the court and the contract or contracts adjudicated as a part of the basis for the security for the payment of any such bonds of the authority. The bonds, when validated, and the judgment of validation shall be final and conclusive with respect to such bonds, and the security for the payment thereof and interest thereon and against the authority issuing the same and the state and any municipality, county, authority, political subdivision, or instrumentality, if a party to the validation proceedings, contracting with the Joint Cartersville-Bartow County Regional Industrial Development Authority.



**SECTION 21.**

Venue and jurisdiction.

Any action to protect or enforce any rights under the provisions of this Act or any suit or action against such authority shall be brought in the Superior Court of Bartow County, Georgia; and any action pertaining to validation of any bonds issued under the provisions of this Act shall likewise be brought in said court which shall have exclusive, original jurisdiction of such actions.

**SECTION 22.**

Interest of bondholders protected.

While any of the bonds issued by the authority remain outstanding, the powers, duties, or existence of said authority or its officers, employees, or agents shall not be diminished or impaired in any manner that will affect adversely the interests and rights of the holders of such bonds. No other entity, department, agency, or authority will be created which will compete with the authority to such an extent as to affect adversely the interest and rights of the holders of such bonds, nor will the state itself so compete with the authority. The provisions of this Act shall be for the benefit of the authority and the holders of any such bonds, and, upon the issuance of bonds under the provisions hereof, shall constitute a contract with the holders of such bonds.

**SECTION 23.**

Moneys received considered trust funds.

All moneys received pursuant to the authority of this Act, whether as proceeds from the sale of revenue bonds, as grants or other contributions, or as revenue, income, fees, and earnings, shall be deemed to be trust funds to be held and applied solely as provided in this Act.

**SECTION 24.**

Rates, charges, and revenues; use.

The authority is authorized to prescribe and fix rates and to revise the same from time to time and to collect fees, tolls, and charges for the services, facilities, and commodities furnished and, in anticipation of the collection of the revenues of such undertaking or project, to issue revenue bonds as herein provided to finance, in whole or in part, the cost of the acquisition,

construction, reconstruction, improvement, betterment, or extension of any project and to pledge to the punctual payment of said bonds and interest thereon, all or any part of the revenues of such undertaking or project, including the revenues of improvements, betterments, or extensions thereto thereafter made.

**SECTION 25.**

Rules and regulations for operation of projects.

It shall be the duty of the authority to prescribe rules and regulations for the operation of the project or projects constructed or acquired under the provisions of this Act.

**SECTION 26.**

Tort immunity.

The authority shall have the same immunity and exemption from liability for torts and negligence as the City of Cartersville and Bartow County; and the officers, agents, and employees of the authority, when in the performance of the work of the authority, shall have the same immunity and exemption from liability for torts and negligence as the officers, agents, and employees of the City of Cartersville and Bartow County as when in the performance of their public duties or work of such political subdivisions.

**SECTION 27.**

Tax exemption.

It is found, determined, and declared that the creation of the authority and the carrying out of its corporate purpose is in all respects for the benefit of the people of this state and that the authority is an institution of purely public charity and will be performing an essential governmental function in the exercise of the power conferred upon it by this Act, and this state covenants with the holders of the bonds that the authority shall not be required to pay any taxes or assessments upon any of the property acquired or leased by it or under its jurisdiction, control, possession, or supervision or upon its activities in the operation or maintenance of the projects erected by it or any rates, fees, tolls, or other charges for the use of such projects or other income received by the authority, and that the bonds of the authority, their transfer, and the income therefrom shall at all times be exempt from taxation within this state. The exemption from taxation provided for in this section shall not extend to tenants or lessees of the authority and shall not include exemptions from sales and use taxes on property purchased by the authority or for use by the authority.

**SECTION 28.**

Powers declared supplemental and additional.

The foregoing sections of this Act shall be deemed to provide an additional and alternative method for the doing of the things authorized by this Act, shall be regarded as supplemental and additional to powers conferred by other laws, and shall not be regarded as in derogation of any powers now existing.

**SECTION 29.**

Effect on other governments.

This Act shall not and does not in any way take from the City of Cartersville or Bartow County the authority to own, operate, and maintain projects or to issue revenue bonds as is provided by Article 3 of Chapter 82 of Title 36 of the O.C.G.A., the "Revenue Bond Law."

**SECTION 30.**

Liberal construction of Act.

This Act being for the welfare of various political subdivisions of the state and its inhabitants shall be liberally construed to effect the purposes of this Act.

**SECTION 31.**

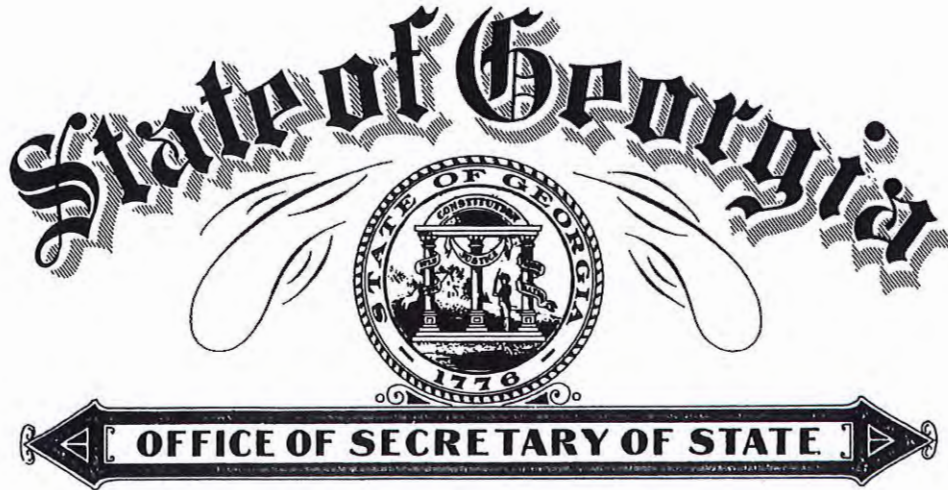
Effective date.

This Act shall become effective upon approval of this Act by the Governor or upon its becoming law without such approval.

**SECTION 32.**

Repealer.

All laws and parts of laws in conflict with this Act are repealed.



*I, Max Cleland, Secretary of State of the State of Georgia, do hereby certify that* the eleven pages of photographed matter hereto attached form a true and correct copy of a concurrent resolution and articles of organization for the "JOINT DEVELOPMENT AUTHORITY OF BARTOW COUNTY AND PICKENS COUNTY", filed in this office on December 22, 1994; as same appears of file and record.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of my office, at the Capitol, in the City of Atlanta, this 23rd day of December in the year of our Lord One Thousand Nine Hundred and ~~Eighty~~ Ninety-Four and of the Independence of the United States of America the Two Hundred and Nineteenth.

*Max Cleland*

SECRETARY OF STATE



ARTICLES OF ORGANIZATION FOR THE  
JOINT DEVELOPMENT AUTHORITY OF  
BARTOW COUNTY AND PICKENS COUNTY

Pursuant to the provisions of the Development Authorities Law as codified at O.C.G.A. § 36-62-1 through § 36-62-13, and by concurrent resolution approved by the Commissioner of Bartow County and the Commissioner of Pickens County, attached hereto as Exhibit "A", there is hereby created a public body corporate and politic to be known as the Joint Development Authority of Bartow County and Pickens County (the "Joint Authority") which shall be deemed an instrumentality of Bartow County and Pickens County and a public corporation, with the powers and limitations provided for herein and under O.C.G.A. § 36-62-5.1, authorizing the creation of joint development authorities by two or more contiguous counties.

NOW, THEREFORE, be it enacted, by the authorized resolution concurrently approved by the Commissioners of Bartow County and Pickens County, the Joint Authority is hereby created and organized as follows:

1. Public Purpose. The Joint Authority is created for the public purposes of promoting and expanding industry and trade in Bartow County and Pickens County and to attract new industry to provide increased employment for the citizens living within the jurisdiction of the Joint Authority and to expand the ad valorem property tax base of both counties.

2. Board of Directors. The Joint Authority shall be controlled by a Board of Directors (the "Board") consisting of seven (7) members, as follows:

- (a) Three (3) members of the Board shall be appointed by the Commissioner of Bartow County; and
- (b) Four (4) members of the Board shall be appointed by the Commissioner of Pickens County.

Two (2) of the members appointed by the Commissioner of Bartow County shall serve an initial two (2) year term, as well as two (2) members appointed by the Commissioner of Pickens County. The remaining members shall serve an initial four (4) year term and all subsequent members appointed to the Board shall serve four (4) year terms. No member of the Board shall be an employee or an officer of Bartow County or Pickens County. Each member appointed to the Board shall be a taxpayer residing within the county making the appointment to the Board. The members of the Board shall receive no compensation for their services, but shall be entitled to reimbursement for actual expenses incurred in the performance of their duties as members of the Board. The initial members appointed by each respective county to the Board shall be named in the activating concurrent resolution approved by the Commissioners of the two counties. Each member of the Board shall serve his or her stated term noted in the resolution and continue to serve as a member of the Board until his or her successor is qualified and chosen. In the event of the death or resignation of a member of the Board, his or her successor shall be duly appointed by the respective Commissioner of the county where the former member was a resident.

3. Officers. At the initial meeting of the Board, there shall be elected by majority vote, a Chairman, Vice-Chairman, Secretary and Treasurer for the Joint Authority, all of whom shall serve two (2) year terms. The Chairman or the Vice-Chairman shall sign, on behalf of the Joint Authority, all official documents which shall be attested to by either the Secretary or the Treasurer. All resolutions of the Board binding the Joint Authority to any legal obligation must be approved by a majority vote of the members of the Board.

4. Term. The Joint Authority shall be deemed formally created and authorized to do business upon the filing with the

Secretary of State of these Articles of Organization with the supporting resolution executed by both counties, attached as Exhibit "A". The Joint Authority shall have perpetual existence, but may be dissolved at any time by a two-thirds vote of the members of the Board or by the resolution of the Commissioner of either county.

5. Taxation. The Joint Authority shall not be required to pay any state or local taxes or other assessments imposed by the state, or any county, municipal corporation or other political subdivision or taxing district, nor shall there be any ad valorem property taxes assessed against any property acquired and owned by the Joint Authority or under its jurisdiction, control, possession, supervision or leased to a private entity, as provided by O.C.G.A. § 36-62-3. The foregoing exemption from taxes shall not include an exemption from sales and use taxes on property purchased by or used by the Joint Authority.

6. Powers of the Joint Authority. The Joint Authority shall have all the powers provided for under O.C.G.A. § 36-62-6 including, but not limited to the power:

- (a) To bring and defend actions;
- (b) To adopt and amend a corporate seal;
- (c) To make and execute contracts and other instruments necessary to exercise the powers of the Joint Authority, any of which contracts may be made with the county in which the Joint Authority is located or with any one or more municipal corporations in such county;
- (d) To receive and administer gifts, grants and devises of any property and to administer trusts;
- (e) To acquire, by purchase, gift, or construction, any real or personal property desired to be acquired as

part of any project or for the purpose of improving, extending, adding to, reconstructing, renovating, or remodeling any project or part thereof already acquired or for the purpose of demolition to make room for such project or any part thereof;

- (f) To sell, lease, exchange, transfer, assign, pledge, mortgage, dispose of, or grant options for any real or personal property or interest therein for any such purposes;
- (g) To dispose of any real property for fair market value, regardless of prior development of such property as a project, whenever the Board may deem such disposition to be in the best interests of the Joint Authority if the Board prior to such disposition shall determine that such real property no longer can be used advantageously as a project for the development of trade, commerce, industry, and employment opportunities;
- (h) To mortgage, convey, pledge, or assign any properties, revenues, income, tolls, charges, or fees owned or received by the Joint Authority;
- (i) To appoint officers and retain agents, engineers, attorneys, fiscal agents, accountants, and employees and to provide for their compensation and duties;
- (j) To extend credit or make loans to any person, firm, corporation, or other industrial entity for the planning, design, construction, acquisition, or carrying out of any project, which credit or loans shall be secured by loan agreements, mortgages, security agreements, contracts, and all other instruments, fees, or charges, upon such terms and



conditions as the Joint Authority shall determine reasonable in connection with such loans, including provision for the establishment and maintenance of reserves and insurance funds; and, in the exercise of powers granted by O.C.G.A. § 36-62-6 in connection with a project for such person, firm, corporation, or other industrial entity, to require the inclusion in any contract, loan agreement, security agreement, or other instrument, of such provisions for guaranty, insurance, construction, use, operation, maintenance, and financing of a project as the Joint Authority may deem necessary or desirable;

- (k) To acquire, accept, or retain equitable interests, security interests, or other interest in any property, real or personal, by mortgage, assignment, security agreement, pledge, conveyance, contract, lien, loan agreement, or other consensual transfer, in order to secure the repayment of any moneys loaned or credit extended by the Joint Authority;
- (l) To construct, acquire, own, repair, remodel, maintain, extend, improve, and equip projects located on land owned or leased by the Joint Authority or land owned or leased by others and to pay all or part of the cost of any such project from the proceeds of revenue bonds of the Joint Authority or from any contribution or loans by persons, firms, or corporations or any other contribution, all of which the Joint Authority is authorized to receive, accept, and use;
- (m) To borrow money and issue its revenue bonds and bond anticipation notes from time to time and to use the proceeds thereof for the purpose of paying all or part of the cost of any project, including the cost

of extending, adding to, or improving the project, or for the purpose of refunding any such bonds of the Joint Authority theretofore issued and to otherwise carry out the purposes for which the Joint Authority was created and to pay all other costs of the Joint Authority incident to or necessary and appropriate to such purposes, including the providing of funds to be paid into any fund or funds to secure such bonds and notes, provided that all such bonds and notes shall be issued in accordance with the procedures and subject to the limitations set forth in O.C.G.A. § 36-63-8;

- (n) As security for repayment of Joint Authority obligations, to pledge, mortgage, convey, assign, hypothecate, or otherwise encumber any property, real or personal, of the Joint Authority and to execute any trust agreement or security agreement containing any provision not in conflict with law, which trust agreement, indenture, security agreement may provide for foreclosure or forced sale of any property of the Joint Authority upon default on such obligations, either in payment of principal or interest or in the performance of any term or condition, as are contained in such agreement or indenture.
- (o) To expend for the promotion of industry, agriculture, and trade within its jurisdiction any funds of the Joint Authority determined by the Board to be in excess of those needed for the other corporate purposes of the Joint Authority.

7. Limitations of the Joint Authority and Prohibited Transactions. The Joint Authority shall be prohibited from directly owning or operating a project, except for an industrial

park, as provided under O.C.G.A. § 36-62-7, and all members of the Board shall be prohibited from transacting business for pecuniary gain with the Joint Authority, as provided by O.C.G.A. § 36-62-5(e) with such exceptions as provided therein.

8. Debt. The Joint Authority shall not be authorized to create in any manner any debt, liability or obligation against the State of Georgia, Bartow County or Pickens County, or any municipal corporation located therein.

9. Bonds. The Joint Authority shall be entitled to issue bonds, bond anticipation notes, trust indentures, deeds to secure obligations, security agreements, and mortgages as provided under the provisions of O.C.G.A. § 36-62-8, subject to the limitations of O.C.G.A. § 36-62-9.

10. Dissolution. If for any reason the separate corporate existence of the Joint Authority is terminated and dissolved, any and all property owned by the Joint Authority shall be transferred and assigned to the host county wherein the property is located. Any cash or other tangible personal property shall be divided equally between the participating counties.

11. Amendment. The Board, by majority vote, shall have the right to amend these Articles of Organization, so long as such amendment does not violate any of the provisions of the Development Authorities Law for the State of Georgia, as referenced herein.

12. Severability. In the event any provision of these Articles of Organization is determined to be unconstitutional or unenforceable by a court of competent jurisdiction, all other provisions contained herein shall remain in full force and effect.

IN WITNESS WHEREOF, the foregoing Articles of Organization,  
are hereby adopted this 22nd day of December, 1994.

ATTEST:

BARTOW COUNTY, GEORGIA

Lane McMillan  
Lane McMillan, Clerk

BY: Clarence Brown  
Clarence Brown, Commissioner

ATTEST:

PICKENS COUNTY, GEORGIA

Deborah Watson  
Deborah Watson, Clerk

BY: Don Mullinax  
Don Mullinax, Commissioner

(7) 11/27  
NO. 11/27/94  
PAGE 20. 11/27/94



**A CONCURRENT RESOLUTION OF THE COMMISSIONER OF BARTOW COUNTY AND THE  
COMMISSIONER OF PICKENS COUNTY FOR THE PURPOSE OF CREATING AND ACTIVATING  
A JOINT DEVELOPMENT AUTHORITY OF BARTOW COUNTY AND PICKENS COUNTY; PROVIDING  
FOR DIRECTORS THEREOF; ESTABLISHING TERMS AND FOR OTHER PURPOSES AT A SPECIALLY  
CALLED MEETING HELD ON DECEMBER 22, 1994.**

BE IT RESOLVED by joint and concurrent resolution of the Commissioner of Bartow County and the Commissioner of Pickens County, in public meetings assembled, and it is hereby resolved by authority of the same that:

Section 1. ACTIVATION OF THE AUTHORITY. It is hereby declared that there is a need for a joint development authority to function in Bartow County and Pickens County. Such authority, to be known as the "Joint Development Authority of Bartow County and Pickens County," is hereby created and activated. Said authority, herein called the Authority, shall transact business pursuant to and exercise the powers provided by the provisions of, the Development Authorities Law, codified in the Official Code of Georgia Annotated Title 36, Chapter 62, as the same now exists and as it may be hereafter amended.

Section 2. JOINT AUTHORITY. The Authority is created and activated by this proper resolution of the governing bodies of Bartow County and Pickens County as a joint authority pursuant to provisions of Ga. L. 1981, p. 1419 and the Official Code of Georgia Annotated §36-62-5.1, as amended.

Section 3. DIRECTORS.

(a) The Authority shall consist of seven (7) directors. Three (3) directors shall be taxpayers residing in Bartow County and shall be appointed by the Commissioner of Bartow County initially, as provided in this resolution and, thereafter, as their terms expire. Four (4) directors shall be taxpayers residing in Pickens County and shall be appointed by the Commissioner of Pickens County initially, as provided in this resolution and, thereafter, as their terms expire. No director shall be an officer or employee of Bartow County or Pickens County. The directors shall receive no compensation for their services, but shall be reimbursed for their actual expenses incurred in the performance of their duties. The following persons have been, and are hereby, appointed by the governing bodies of the City or County shown by their names for terms beginning with the date of adoption of this resolution and extending for the number of years indicated opposite each name:

NAME OF OFFICE	INITIAL TERMS	GOVERNING BODY MAKING APPOINTMENT
<u>Nancy Haight</u>	Two (2) years	Bartow County
<u>Bob Payne</u>	Two (2) years	Pickens County
<u>Charles Fluellen</u>	Two (2) years	Bartow County
<u>Tom Lindsey</u>	Two (2) years	Pickens County

<u>Micheal Howren</u>	Four (4) years	Bartow County
<u>John R. Pool</u>	Four (4) years	Pickens County
<u>Mark Whitfield</u>	Four (4) years	Pickens County

(b) After expiration of the initial terms, the terms of office of all members shall be terms of six (6) years. Successors to persons listed above shall be named by the governing body of the County shown opposite such person's name as shown above. If at the end of any term of any member a successor to such member has not been appointed, the member whose term of office has expired shall continue to hold office until his successor is appointed. A majority of the members of the Authority shall constitute a quorum, but no action may be taken by the Authority without the affirmative vote of a majority of the full membership of the Authority.

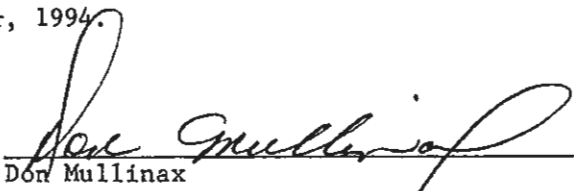
Section 4. OFFICERS. The directors shall elect one (1) of their members as chairman and another as vice chairman and shall also elect a secretary and a treasurer or a secretary-treasurer, either of whom may, but need not be, a director.

Section 5. FILING WITH SECRETARY OF STATE. A copy of this resolution shall be filed with the Secretary of State of Georgia.


Section 6. EFFECTIVE DATE. This joint and concurrent resolution shall become effective on the date of its adoption by the governing body of Bartow County or Pickens County last approving the same.

Section 7. ARTICLES OF ORGANIZATION. The Commissioner of each said county is hereby authorized to execute "Articles of Organization" for said joint authority, said Articles of Organization to be entered upon the minutes of the respective Commissioners.

ADOPTED this 22nd day of December, 1994.

  
 \_\_\_\_\_  
 Don Mullinax  
 Commissioner of Pickens County, Georgia

ADOPTED this 22nd day of December, 1994.

  
 \_\_\_\_\_  
 Clarence Brown  
 Commissioner of Bartow County, Georgia

**CLERK'S CERTIFICATE**

I, the undersigned Clerk of the Commissioner of Bartow County, keeper of the records and seal thereof, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Commissioner of Bartow County activating and creating the Joint Development Authority of Bartow County and Pickens County, in public meeting assembled on December 22nd, 1994, an original of which resolution has been entered in the official records of said political subdivision under my supervision and is in my official possession, custody and control.

Gane McMillan  
CLERK

**CLERK'S CERTIFICATE**

I, the undersigned Clerk of the Commissioner of Pickens County, keeper of the records and seal thereof, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Commissioner of Pickens County activating and creating the Joint Development Authority of Bartow County and Pickens County, in public meeting assembled on December 22nd, 1994, an original of which resolution has been entered in the official records of said political subdivision under my supervision and is in my official possession, custody and control.

Deborah Watson  
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: BARTOW COUNTY

Service: *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.): **Bartow 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>
Adairsville, Cartersville, Emerson.	General Fund
Euharlee, Kingston, Taylorsville and	General Fund
White	General Fund
Bartow County	General Fund

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

Updated process by which poll workers will be paid and the pay scales for such work. Also amended polling locations as needed by jurisdiction.

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>
Board of Elections agreement	All local governments within and including Bartow Co.	10/4/17 - on-going

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?

Copies of resolutions attached.

7. Person completing form: **Tom Sills, AICP, Planner**  
 Phone number: **770.607.6265**      Date completed: 11/20/17

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:  
**PETER OLSON, COUNTY ADMINISTRATOR (770) 387-5030**

A RESOLUTION OF THE COMMISSIONER OF BARTOW COUNTY FOR THE PURPOSE OF AMENDING THE INTERGOVERNMENTAL AGREEMENT WITH THE BARTOW COUNTY BOARD OF ELECTIONS AND REGISTRATION AND THE CITY OF ADAIRSVILLE FOR THE CONDUCT OF ELECTIONS; AND FOR OTHER PURPOSES AT THE REGULAR MEETING OF THE COMMISSIONER OF BARTOW COUNTY HELD ON THE 4<sup>TH</sup> DAY OF OCTOBER, 2017.

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**WHEREAS**, on or about August of 2011, Bartow County entered into an Intergovernmental Agreement with the Bartow County Board of Elections and Registration and also the City of Adairsville ("City"), which Agreement governed the conduct of city elections by the staff of the Board, which Agreement is authorized by OCGA Sec. 2-2-45 and the Georgia Constitution; and

**WHEREAS**, the parties desire to amend the terms of the Intergovernmental Agreement, to update pay scales and pay practices and make other changes to improve the delivery of services to the City; and

**WHEREAS**, the Commissioner has deemed it to be in the best interests of the public health, safety and welfare to adopt the amendments set forth below;

**NOW THEREFORE BE IT RESOLVED**, AND IT IS HEREBY RESOLVED, by virtue of the authority vested in the Commissioner by law, that the "Agreement for the Conduct of Elections between the Bartow County Board of Elections and Registration, Bartow County, Georgia and the City of Adairsville" adopted on or about August 2011 is amended as follows:

- A. The Board will no longer submit timesheets to the City for payment of certain employees of the Board acting solely on behalf of the City. The Board will pay all employees directly and the City will reimburse the Board as part of final invoice from the county. This amends the provisions of Paragraph 13.
- B. The address for the Board's Office has changed to 1300 Joe Frank Harris Pkwy., Cartersville, GA 30120. The address of the Gym is Manning Mill Gym, 163 Manning Mill Road, Adairsville, GA 30103. This amends provisions of Paragraphs 12 and 15.
- C. All references to the Old Church should be removed from the agreement. All services previously provided by the Board at the Old Church will now be provided at the Board's Office, 1300 Joe Frank Harris Pkwy., Cartersville, GA 30120. This amends provisions of Paragraphs 12 and 13.
- D. The location of Election Day, Election Night, as well as Absentee in Person services which previously took place at City Hall will now take place at the Gym. This amends provisions of Paragraphs 12 and 13.
- E. The Board shall utilize permanent as well as temporary staff for all preparation, absentee, and consolidation tasks which occur at the Board's Office at the Election



Supervisor's discretion. The City will reimburse the Board for these employees through the County Fee. This amends provisions of Paragraphs 12 and 13.

- F. In the event that there is a regular or special election which requires the Board to open Adairsville Polling Place (the Gym) to receive voters, the Board will not charge the City for conducting their election if they choose not to have Advance Voting at the Gym (or the Board chooses to open the Gym for Advance Voting by its own policies). If the City chooses to open Gym for Advance Voting it will be charged only the real cost of Advance Voting at the Gym. This amends provisions of Paragraphs 12 and 13.
- G. Each temporary employee of the Board shall receive the Board's standard training pay rate of \$20 plus \$10 per hour for legally required training. This amends the provisions of Paragraph 13.
- H. All references to poll worker pay rates shall be changed to the following. This amends the provisions of Paragraph 13.

Position	Old Pay Rate	New Pay Rate
Advance Voting Poll Manager	\$150 / Day	\$200 / Day
Advance Voting Assistant Manager	\$100 / Day	\$120 / Day
Election Day Poll Manager	\$200 / Day	\$250 / Day
Election Day Assistant Manager	\$150 / Day	\$200 / Day
Clerk	\$8.50 / Hour	\$12.00 / Hour

- I. The Cost Estimate Worksheet, as set forth in Paragraph 14, shall be changed to the following:

Item	Old Estimate	New Estimate
<b>Personnel</b>		
Absentee in Person (Cartersville)	\$300	\$300
Absentee in Person (Adairsville)	\$2,090	\$2,680
Election Day	\$619	\$818
Absentee Poll Crew	\$50	\$100
Training	\$100	\$200
<b>Supplies</b>		
Postage	\$25	\$25
Miscellaneous Supplies	\$75	\$75
Ballots	\$150	\$150
<b>County Fee</b>	<b>\$1,000</b>	<b>\$1,000</b>
<b>Total</b>	<b>\$4,409</b>	<b>\$5,348</b>

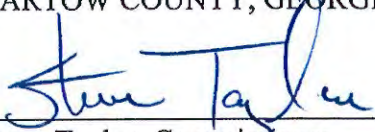
If there is any conflict between the language of the original Agreement and this Amendment, the Amendment shall control.

**SO RESOLVED AND ADOPTED** this 4<sup>th</sup> day of October, 2017.

ATTEST:

BARTOW COUNTY, GEORGIA

  
\_\_\_\_\_  
Kathy Gill, County Clerk

  
\_\_\_\_\_  
Steve Taylor, Commissioner



A RESOLUTION OF THE BARTOW COUNTY BOARD OF ELECTIONS AND REGISTRATION FOR THE PURPOSE OF AUTHORIZING AN INTER-GOVERNMENTAL AGREEMENT WITH THE CITY OF ADAIRSVILLE AND BARTOW COUNTY REGARDING CONDUCT OF CITY ELECTIONS BY THE BOARD; PROVIDING FOR COMPENSATION; PROVIDING FOR DUTIES; AND FOR OTHER PURPOSES AT A SPECIAL MEETING OF THE BOARD HELD ON AUGUST 29, 2011.

**WHEREAS**, Bartow County, the Bartow County Board of Elections and Registration, and the City of Adairsville desire to enter into an Agreement for the Board and its employees to conduct municipal elections for the City; and

**WHEREAS**, the Board, County and City have reached a mutual agreement regarding the proposal; and

**WHEREAS**, O.C.G.A. § 21-2-45(c) authorizes the City to contract with the Board so that the Board may perform all duties of election superintendent as set forth in Chapter 2 of Title 21, with the exception of qualification of candidates and other statutory duties set forth herein; and


**NOW THEREFORE BE IT RESOLVED AND IT HEREBY IS RESOLVED**, by virtue of the authority vested in the Bartow County Board of Elections and Registration, that the Chairman of the Board is authorized and directed to enter into an intergovernmental agreement with the City of Adairsville and Bartow County in substantially the form of the agreement attached hereto and incorporated herein, for the conduct of elections, and to take all other steps necessary and proper thereto and to the purposes set forth in the intergovernmental agreement.

**SO ADOPTED**, this 29<sup>th</sup> day of August, 2011.

ATTEST:

BARTOW COUNTY BOARD  
OF ELECTIONS AND REGISTRATION

  
by: \_\_\_\_\_  
Kathy Gill, Clerk

by:   
Melvin Bagley, Chairman

**AGREEMENT  
FOR THE CONDUCT OF ELECTIONS  
BETWEEN**

**THE BARTOW COUNTY BOARD OF ELECTIONS AND REGISTRATION,  
BARTOW COUNTY, GEORGIA,  
and  
THE CITY OF ADAIRSVILLE.**

THIS AGREEMENT is made and entered into by and between the **Bartow County Board of Elections and Registration**, a Board created by Local Act 466 (Ga.L. 1993, p. 5309) to perform the functions of election superintendent for Bartow County (sometimes hereinafter referred to as "**Board**"), **Bartow County, Georgia**, a political subdivision of the State of Georgia ("**County**"), and the **City of Adairsville, Georgia**, a municipal corporation chartered under the laws of the State of Georgia (sometimes hereinafter referred to as "**City**"), and is effective as of the date specified herein.

WHEREAS, Bartow County, the Bartow County Board of Elections and Registration, and the City of Adairsville desire to enter into an Agreement for the Board and its employees to conduct municipal elections for the City; and

WHEREAS, the Board, County and City have reached a mutual agreement regarding the proposal; and

WHEREAS, the Board's enabling act requires approval of the County for any expenditure of funds; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the City to contract with the Board so that the Board may perform all duties of election superintendent as set forth in Chapter 2 of Title 21, with the exception of qualification of candidates and other statutory duties set forth herein; and

WHEREAS, the Board has reviewed this Agreement and did, at a regular meeting of the Board, authorize its Chairman to execute this Agreement; and

WHEREAS, the Mayor and City Council of Adairsville has reviewed this Agreement and did, at a regular meeting of the City Council, authorize its Mayor to execute this Agreement; and

WHEREAS, the Commissioner of Bartow County and did, at a regular meeting of the City Council, authorize the Commissioner to execute this Agreement;

NOW, THEREFORE, for and in consideration of the mutual benefits flowing from one party to the other, the adequacy and sufficiency of which is acknowledged, it is hereby agreed as follows:

**1. Intent/Scope**

Due to the level of knowledge and expertise required to successfully conduct modern elections, the City has asked to enter into an intergovernmental agreement with the Board to enable the Board to assume the majority of the City's statutory election responsibilities. It is the intention of the Board to assume all tasks associated with conducting the City's elections starting at the end of the qualifying period and ending with the submission of the results and records to the appropriate entities after the results are canvassed and certified, except as set forth below.

**2. Personnel Policies**

All staff used to conduct any election for the City will be hired, trained, and managed by Board using their existing personnel policies. It should be noted that as a general rule, the Board will choose not to hire or appoint existing employees of the City, except under the most dire circumstances, or in the case that the employee in question is on leave from his or her normal duties for the City.

**3. Payment for Services**

The City will be expected to reimburse the County for the costs that the County incurs while performing the City's statutory obligations, or directly pay such costs to the appropriate entity in place of the Board paying them. Payments shall be made to the County at the address set forth under Notices, below. The estimated costs that the City should expect to pay are itemized throughout the document, and summarized in paragraph 14. Of course, these estimates are for one election, without the inculcation of costs which may be potentially incurred by the City in the case of a Runoff Election, Special Election, Primary (were one to be held) or in the event of judicial action. The City will be expected to process all timesheets submitted by the Board under the terms of this agreement within thirty days, and will receive an itemized invoice for services rendered as well as other costs incurred by the Board within thirty days of the results of the election being certified which they will also be expected to pay within thirty days.

**4. Statutory Duties Retained by the City**

The City will retain responsibility for the following duties:

- a. **Qualifying** – Although the Board's staff will be on hand to assist in the Qualifying process by confirming that the potential candidates meet all qualifications relating to Voter Registration, the City will be responsible for the entire qualifying process for all partisan, non-partisan, as well as write-in candidates as is described in Article 4 of Title 21 of the Official Code of Georgia.
- b. **Voter Registration Responsibilities** – Nothing in this agreement removes any of the City's duties as they relate to Voter Registration. The City will still be

required to register voters and maintain their Official List of Registered Voters (for example by challenging voters under O.C.G.A. §21-2-228).

- c. **Appointment of the Vote Review Panel** – The City will be expected to appoint and coordinate a Vote Review Panel as is described in O.C.G.A. § 21-2-386(a)(6) and O.C.G.A. § 21-2-483(g)(2)(B). This Vote Review Panel will be required to appear in person at the Board’s Tabulation Center on Election Night at a time to be determined by the Elections Supervisor and will be expected to remain at the Tabulation Center until released by the Elections Supervisor, or his or her designee.
- d. **Changes Covered under Section 5 of the Voting Rights Act of 1965** – The City will retain all responsibility for any changes to locations or practices which are covered by the Voting Rights Act of 1965, including submission of such changes to the United States Department of Justice (DOJ) as required by the Voting Rights Act of 1965. However, the Board will be responsible for submitting the terms of this agreement, as well as any subsequent changes to DOJ for preclearance.

**5. Advertising**

The Board will advertise all of the statutory responsibilities that they are assigned by the City in accordance with the appropriate laws, rules, and judicial rulings as well as their own policies. The actual cost incurred by the Board for any advertising that is deemed necessary by the Board will be included in the final invoice to the City.

**6. Public / Media Inquiries**

The Board will interact with the public as well as the media on all matters relating to the duties that are assigned to the Board as part of this agreement. This includes instances in which the Board initiates such contact out of the belief that public education or outreach on matters relating to elections or voter registration is in the best interest of the City’s registered voters.

- 7. Preparation Tasks** – The Board will assume for all tasks relating to the preparation for the Election including but not limited to: testing equipment and ballots, training poll workers, packing supplies, etc.

- 8. Supplies** – The Board’s staff will procure all necessary supplies for the operation of the City’s elections. The will be responsible for the actual cost of ballots and postage, as well as a \$75 fee for miscellaneous supplies which will be used during the election cycle.



9. **Hold Harmless and Indemnification** - The City agrees to release, hold harmless and covenant not to sue Bartow County and/or the Board for any problems, errors or inconsistencies in the conduct of any election for any reason other than gross negligence on the part of the Board or the Elections Supervisor. Furthermore, to the fullest extent permitted by law, the City shall, at its sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the County, the Board, and their agents and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses (including, but not limited to, attorney's fees) arising out of or resulting from the performance of this Agreement which are caused in whole or in part by any act or omission of the City, any agent or employee of the City or anyone for whose acts the City they may be liable, regardless whether such claim is caused in part by a party indemnified hereunder.
10. **Legal Expenses** – Separate and apart from any indemnification and hold harmless provision as set forth above, the City will, as part of the consideration for entering this Agreement, agree to pay any and all legal expenses for Bartow County or the Board resulting from any election, primary, runoff or special election conducted by the Board for the City, except in the case of gross negligence on the part of the Board or the Elections Supervisor. Included would be attorney's fees and expenses for responding to or defending election challenges, lawsuits and State Board of Elections reviews, to reimburse the Board or Bartow County for its actual costs in responding to and defending or answering such actions. The Board and County shall present itemized bills for fees and expenses for reimbursement within 30 days.
11. **Equipment** – The equipment to be used in the conduct of City elections will be provided by the Board. It will include components of the voting system which has been approved by the Board, as well as the Georgia Secretary of State's Office to conduct County, State, and Federal Elections, as well as Laptop Computers, and will be allocated at the discretion of the Board's Election Supervisor.
12. **Location of Election Services**
- a. Address of each Facility to be Used
    - a. Main Office of the Bartow County Board of Elections and Voter Registration (Board's Office) – 105 N Bartow Street, Cartersville, GA 30120
    - b. Bartow County Board of Elections and Voter Registration Voting Machine Storage Building (Old Church) – 10 Elizabeth Street, Cartersville, GA 30120
    - c. Cartersville Civic Center (Civic Center) – 435 West Main Street, Cartersville GA 30120
    - d. Adairsville City Hall (City Hall) – 116 Public Square, Adairsville, GA 30103
    - e. Hamilton Crossing Gym (Gym) – 31 Beavers Drive NW, Cartersville, GA 30120

**b. Absentee by Mail**

- a. *Definition* - Absentee by mail is a subset of Absentee Voting in which the elector requests that a ballot be sent to them through the United States Postal Service (USPS) in writing. The signature on the application, as well as the information contained in the application is verified against the information maintained by the Board. If everything matches, and the elector is entitled to vote in the City's Election, he or she will be issued a ballot in accordance with law, rule, and policy. The voted ballot may be returned in person or by other means, and will then be accepted or rejected as is described in O.C.G.A. § 21-2-386 and stored in a secure manner until election night.
- b. *The following locations will be used for this purpose:*
  - i. The Board's Office will function as the primary location that paper absentee ballots will be requested or issued from, and where they should subsequently be returned to.
  - ii. Employees of the Board located at the Civic Center, City Hall, or the Gym will be unable to accept voted paper absentee ballots except under the circumstances described in O.C.G.A. 21-2-388(1), in which case the ballot will be cancelled and the elector will be allowed to vote in person.
  - iii. With any new change in responsibility, there will be those who are confused and make the simple mistake of submitting documentation to the wrong location. The employees of the City who work at City Hall are asked to make every effort to transmit such documentation to the Board's Office in a timely manner. The Election Supervisor will specify how such documentation shall be submitted. In the unfortunate event that the Board is unable to accept the documentation submitted by the City, it shall be the Board's responsibility to contact the applicant or elector in a manner consistent with law, rule, policy, and past practice.
  - iv. The Old Church will not be used in this process.

**c. Absentee in Person**

- a. *Definition* – Absentee in Person (now termed Advanced Voting in law) is the procedure set out in O.C.G.A. § 21-2-385(d)(1) by which a qualified elector may cast his or her ballot prior to Election Day. Electors who choose this option must complete both the Application for an Absentee Ballot, as well as the Oath of Absentee Elector. An employee of the Board will then verify the elector's eligibility and issue him or her a Voter Access Card. Such an elector must cast his or her ballot on a DRE Voting Machine and it should be noted

that his or her right to vote in the current election cannot be challenged after his or her ballot is cast on the DRE Unit, nor can the ballot be retrieved.

b. *The following locations will be used for this purpose:*

- i. The Board's Office will begin receiving elector's with the intention of casting absentee ballots in person for the entire "Period of Advanced Voting" described in O.C.G.A. § 21-2-385(d)(1). Electors from any municipality which has entered into an intergovernmental agreement with the Board to conduct their elections will be able to cast an absentee ballot in person at this location.
- ii. City Hall will begin receiving electors with the intention of casting absentee ballots in person beginning the second Monday immediately preceding the election and continue during City Hall's normally scheduled business hours through the close of business on the following Friday. Only ballots from electors who are entitled to vote in the City's Election will be accepted at this location.
- iii. The Old Church, Civic Center, and Gym will not be used for this purpose.

d. **Election Day**

- a. *Definition* - Election Day is the day prescribed by the Official Code of Georgia as the Primary, General, Special, or Runoff Election Day. Electors wishing to cast a ballot on this day must go to his or her Election Day Polling Place as the law does not allow ballots to be cast at any other location.
- b. *The following location will be used for this purpose:*
  - i. City Hall will be open from 7:00 AM to 7:00 PM (or later) as is prescribed by law.
  - ii. The Board's Office will be staffed by the Board's permanent staff for the purpose of supporting the Election.
  - iii. The Old Church, Civic Center, and Gym will not be used for this purpose.

e. **Election Night**

- a. *Definition* – For the purposes of this document, Election Night begins at the closing of the polls on the day prescribed by the Official Code of Georgia as the Primary, General, Special, or Runoff Election Day. It encompasses, but is not limited to, the following activities:
  - i. Closing the Polls
  - ii. Posting the appropriate documentation at the Poll for public examination

- iii. Returning the required materials to the Old Church. Which materials are required will be determined by the Elections Supervisor.
- iv. Tabulating the Absentee Ballots.
- v. Tabulating the Unofficial and Incomplete Election Results.
- vi. Reporting the Results to the public and media.
- vii. Responding to any Election Day/Night inquiries as is appropriate.

b. *The following locations will be used for this purpose:*

- i. The Old Church will be the main tabulation center for all results and will contain the Absentee Polling Place. Most employees of the Board will be stationed at this facility. All required materials shall be returned to this location.
- ii. The Board's Office will be staffed by a skeleton crew (the size of which will be determined by the Election Supervisor) and will facilitate Election Night communication.
- iii. City Hall will be staffed by the same employees of the Board as during Election Day. These employees will be responsible for closing the poll, reporting the Precinct Totals to the public, and returning the required materials to the Old Church in a timely manner.

**f. Canvassing, Computation, and Certification of Returns**

a. *Definition* – Canvassing begins the morning immediately following Election Day and is the process by which the Board audits all applicable records including, but in no way limited to:

- i. All documentation completed by the employees of the Board whose duties included issuing or accepting ballots or the handling of secure equipment. For example, this would include all oaths administered and signed for the election.
- ii. Any recapitulation sheets.
- iii. Electronic records of the DRE Units, Express Polls and GEMS Election Server.
- iv. Any documentation completed by an elector while attempting to cast his or her vote.
- v. Any and all other applicable documentation.

If any discrepancy is located during this process, the Election Supervisor is empowered to make an immediate and complete investigation of the circumstances surrounding the discrepancy and shall report his or her findings to the Board at their Certification Meeting. The Board shall be responsible for taking appropriate action based on the Election Supervisor's findings.



The Certification Meeting will take place in the Old Church at a time to be determined by the Election Supervisor, with the advice of the Board, on the Friday immediately following Election Day. The Board will then forward all records of the Election to the appropriate parties.

- b. *The following location will be used for this purpose:*
  - i. The Old Church will be the sole location for any activity described in this section and will be open to the public while such activity is in progress.
  - ii. The Board's Office, Civic Center, Gym, and City Hall will not be used for this purpose.

### **13. Staffing and Payroll by Location and Task**

#### **a. Payroll for Board and their Permanent Employees**

During the time that the Board and their permanent employees are preparing for and conducting an Election on behalf of the City, they will be paid through the customary payroll process through the Bartow County Department of Human Resources. Due to the inherent difficulties of separating the time spent on different Election tasks between different entities, the City will be expected to reimburse the County for the Board's as well as their permanent employee's time and expertise in the form of a set fee (County Fee).

#### **b. Board's Office**

##### *i. Election Preparation*

1. Staff – Only permanent employees of the Board will be assigned to this process. No temporary staff will be hired to assist with this process.
2. Payroll – The City will reimburse the Board for time spent on this process through the County Fee.

##### *ii. Absentee By Mail*

1. Staff – Only permanent employees of the Board will be assigned to this process. No temporary staff will be hired to assist with this process.
2. Payroll – The City will reimburse the Board for time spent on this process through the County Fee.

##### *iii. Absentee In Person*

1. Staff – A staff of three temporary employees will be hired by the Board to issue and receive absentee ballots in person at this location.

2. Payroll – As these employees will be shared between all municipalities who have agreements with the Board to conduct their elections, the Board will pay these employees initially and each of the municipalities will be expected to reimburse the Board for their part of this cost. The cost that each municipality will be expected to pay will be determined using the formula

$$\text{Individual Municipal Cost} = \frac{\text{Total Personnel Cost} \left( \frac{\text{Number of Ballots Cast for Municipality}}{\text{Total \# of Ballots Cast}} \right)}{1}$$

. Please note that this formula will be used to compute the cost to the municipality of only the staff at this location.

iv. *Election Day*

1. Staff – Only permanent employees of the Board will be assigned to this process. No temporary staff will be hired to assist with this process.
2. Payroll – The City will reimburse the Board for time spent on this process through the County Fee.

v. *Election Night*

1. Staff – Only permanent employees of the Board will be assigned to this process. No temporary staff will be hired to assist with this process.
2. Payroll – The City will reimburse the Board for time spent on this process through the County Fee.

vi. *Computation, Canvassing, and Certification*

1. Staff – Only permanent employees of the Board will be assigned to this process. No temporary staff will be hired to assist with this process.
2. Payroll – The City will reimburse the Board for time spent on this process through the County Fee.

c. **The Old Church**

i. *Election Preparation*

1. Staff – Only permanent employees of the Board will be assigned to this process. No temporary staff will be hired to assist with this process.
2. Payroll – The City will reimburse the Board for time spent on this process through the County Fee.

ii. *Election Night*

1. Staff – Only permanent employees of the Board will be assigned to this process. No temporary staff will be hired to assist with this process.

2. Payroll – The City will reimburse the Board for time spent on this process through the County Fee.

*iii. Computation, Canvassing, and Certification*

1. Staff – Only permanent employees of the Board will be assigned to this process. No temporary staff will be hired to assist with this process.
2. Payroll – The City will reimburse the Board for time spent on this process through the County Fee.

**d. City Hall**

*i. Absentee In Person*

1. Staff – A staff of one Poll Manager earning \$150 per day, two Assistant Managers earning \$100 per day, and one clerk earning \$8.50 per hour with an upper limit of 40 hours.
2. Payroll – As these employees are working on solely working on behalf of the City, their timesheets will be submitted by the Board to the City for processing and payment.

*ii. Election Day-Election Night*

1. Staff – A staff of one Poll Manager earning \$200, two Assistant Managers earning \$150, and one clerk earning \$8.50 per hour.
2. Payroll – As these employees are working on solely working on behalf of the City, their timesheets will be submitted by the Board to the City for processing and payment.

**14. Cost Estimate Worksheet**

The worksheet below sets forth an estimate of the costs of a single election. Such costs are variable and this is not a maximum price. Such costs would also be incurred for any runoff, special election or primary. The City agrees to pay actual costs of conducting regular elections, primaries, runoffs and special elections on the basis set forth above in the preceding paragraphs.

<b>Personnel</b>	<b>Amount</b>	<b>Comments</b>
Absentee in Person (Cartersville)	\$300	Estimated using 5% as the percentage
Absentee in Person (Adairsville)	\$2,090	
Election Day	\$619	
Absentee Poll Crew	\$50	
Training	\$100	Each worker receives \$10 for training
 <b>Supplies</b>		
Postage	\$25	

Miscellaneous Supplies	\$75
Ballots	\$150
<b>County Fee</b>	<b>\$1,000</b>
<b>Estimated Total per Election or Runoff</b>	<b>\$4,409</b>

**15. Notices.**

Official notices, payments and correspondence to the County shall be delivered in person or transmitted via U. S. Mail, postage prepaid addressed to the County Administrator of Bartow County at Suite 251, 135 West Cherokee Avenue, Cartersville, Georgia 30120. Official notices and correspondence to the Board shall be delivered in person or transmitted via U. S. Mail, postage prepaid addressed to the Elections Supervisor at Suite 106, 135 West Cherokee Avenue, Cartersville, Georgia 30120. Official notices and correspondence to Adairsville shall be delivered in person or transmitted via U.S. Mail postage prepaid, addressed to the City Clerk of Adairsville, at 116 Public Square, Adairsville, Georgia 30103.

**16. Effective Date; Term**

This Agreement shall be effective September 1, 2011 or upon the date of the last signature by either party, whichever is later. This Agreement shall expire annually on December 31 of each year and be automatically renewed, for a maximum of ten (10) years. Either party may terminate the agreement at any time, with ninety days written notice.

**17. Entire Agreement.**

This Agreement contains all the terms and conditions and represents the entire Agreement between the parties and supersedes any pre-existing Agreement related to the Facility. Any alteration of this Agreement shall be invalid unless made by an amendment in writing, duly executed by the parties. There are no understandings, representations, or agreements, written or oral other than those contained in this Agreement. This Agreement may be signed in counterparts.

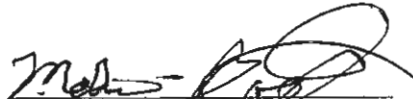


IN WITNESS WHEREOF, the Board, County and City have caused this Agreement to be duly executed by their proper officers and attested with their corporate seals affixed hereto as set forth in duplicate originals.

Attest:

**BARTOW COUNTY BOARD OF  
ELECTIONS AND REGISTRATION**

  
Kath Gill, Secretary

  
Melvin Bagley, Chairman

Date: 8/29/2011

Attest:

**BARTOW COUNTY, GEORGIA**

  
Kathy Gill, County Clerk

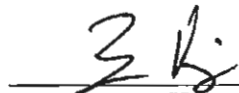
  
Clarence Brown, Commissioner

Date: 8/23/2011

Attest:

**CITY OF ADAIRSVILLE, GA**

  
City Clerk

  
Mayor Evan King

Date: 9-1-11

A RESOLUTION OF THE COMMISSIONER OF BARTOW COUNTY FOR THE PURPOSE OF **AMENDING THE INTERGOVERNMENTAL AGREEMENT WITH THE BARTOW COUNTY BOARD OF ELECTIONS AND REGISTRATION AND THE CITY OF CARTERSVILLE FOR THE CONDUCT OF ELECTIONS**; AND FOR OTHER PURPOSES AT THE REGULAR MEETING OF THE COMMISSIONER OF BARTOW COUNTY HELD ON THE 4<sup>TH</sup> DAY OF OCTOBER, 2017.

---

**WHEREAS**, on or about August of 2015, Bartow County entered into an Intergovernmental Agreement with the Bartow County Board of Elections and Registration and also the City of Cartersville ("City"), which Agreement governed the conduct of city elections by the staff of the Board, which Agreement is authorized by OCGA Sec. 2-2-45 and the Georgia Constitution; and

**WHEREAS**, the parties desire to amend the terms of the Intergovernmental Agreement, to update pay scales and pay practices and make other changes to improve the delivery of services to the City; and

**WHEREAS**, the Commissioner has determined it is in the best interests of the public health, safety and welfare to adopt the amendments set forth below;

**NOW THEREFORE BE IT RESOLVED, AND IT IS HEREBY RESOLVED**, by virtue of the authority vested in the Commissioner by law, that the "Agreement for the Conduct of Elections between the Bartow County Board of Elections and Registration, Bartow County, Georgia and the City of Cartersville" adopted on or about August 2015 is amended as follows:

- A. The Board will no longer submit timesheets to the City for payment of certain employees of the Board acting solely on behalf of the City. The Board will pay all employees directly and the City will reimburse the Board as part of final invoice from the county. This amends the provisions of Paragraph 13.
- B. The Board shall utilize permanent as well as temporary staff for all preparation, absentee, and consolidation tasks which occur at the Board's Office at the Election Supervisor's discretion. The City will reimburse the Board for these employees through the County Fee. This amends provisions of Paragraphs 12 and 13.
- C. In the event that there is a regular or special election which requires the Board to open both the Cartersville East and West Polling Places (the Civic Center and the Chamber) to receive voters, the Board will not charge the City for services rendered. In the event that the Board is only required to open one of the two polling places, the Board will only charge the City for the actual cost of employees who are only acting on behalf of the City. This amends provisions of Paragraphs 12 and 13.
- D. Each temporary employee of the Board shall receive the Board's standard training pay rate of \$20 plus \$10 per hour for legally required training. This amends the provisions of Paragraph 13.



- E. All references to poll worker pay rates shall be changed to the following. This amends the provisions of Paragraph 13.

Position	Old Pay Rate	New Pay Rate
Advance Voting Poll Manager	\$150 / Day	\$200 / Day
Advance Voting Assistant Manager	\$100 / Day	\$120 / Day
Election Day Poll Manager	\$200 / Day	\$250 / Day
Election Day Assistant Manager	\$150 / Day	\$200 / Day
Clerk	\$8.50 / Hour	\$12.00 / Hour

- F. The Cost Estimate Worksheet, as set forth in Paragraph 14, shall be changed to the following:

Item	Old Estimate	New Estimate
<b>Personnel</b>		
Absentee in Person (Board's Office)	\$2,160	\$2,280
Absentee in Person (Civic Center)	\$2,090	\$2,680
Election Day	\$1,388	\$1,786
Absentee Poll Crew	\$50	\$100
Training	\$100	\$300
<b>Supplies</b>		
Postage	\$25	\$25
Miscellaneous Supplies	\$75	\$75
Ballots	\$300	\$300
<b>County Fee</b>		
	\$1,000	\$1,000
<b>Total</b>	<b>\$7,188</b>	<b>\$9,146</b>

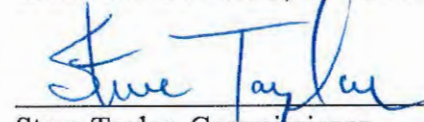
If there is any conflict between the language of the original Agreement and this Amendment, the Amendment shall control.

**SO RESOLVED AND ADOPTED** this 4<sup>th</sup> day of October, 2017.

ATTEST:

  
Kathy Gill, County Clerk

BARTOW COUNTY, GEORGIA

  
Steve Taylor, Commissioner

**AGREEMENT  
FOR THE CONDUCT OF ELECTIONS  
BETWEEN**

THE BARTOW COUNTY BOARD OF ELECTIONS AND REGISTRATION,  
BARTOW COUNTY, GEORGIA,  
and  
THE CITY OF CARTERSVILLE.

THIS AGREEMENT is made and entered into by and between the **Bartow County Board of Elections and Registration**, a Board created by Local Act 466 (Ga.L. 1993, p. 5309) to perform the functions of election superintendent for Bartow County (sometimes hereinafter referred to as "**Board**"), **Bartow County, Georgia**, a political subdivision of the State of Georgia ("**County**"), and the **City of Cartersville, Georgia**, a municipal corporation chartered under the laws of the State of Georgia (sometimes hereinafter referred to as "**City**"), and is effective as of the date specified herein.

WHEREAS, the Board and the City desire to enter into an Agreement for the Board and its employees to conduct municipal elections for the City; and

WHEREAS, the County and the City desire to enter into an Intergovernmental Agreement relating to the conduct of elections; and

WHEREAS, the Board, County and City have reached a mutual agreement regarding the proposal; and

WHEREAS, the Board's enabling act requires approval of the County for any expenditure of funds; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the City to contract with the Board so that the Board may perform all duties of election superintendent as set forth in Chapter 2 of Title 21, with the exception of qualification of candidates and other statutory duties set forth herein; and

WHEREAS, the Board has reviewed this Agreement and did, at a regular meeting of the Board, authorize its Chairman to execute this Agreement; and

WHEREAS, the Mayor and City Council of Cartersville has reviewed this Agreement and did, at a regular meeting of the City Council, authorize its Mayor to execute this Agreement; and

WHEREAS, the Commissioner of Bartow County and did, at a regular meeting, authorize the Commissioner to execute this Agreement;

NOW, THEREFORE, for and in consideration of the mutual benefits flowing from one party to the other, the adequacy and sufficiency of which is acknowledged, it is hereby agreed as follows:



### **1. Intent/Scope**

Due to the level of knowledge and expertise required to successfully conduct modern elections, the City has asked to enter into an intergovernmental agreement with the Board to enable the Board to assume the majority of the City's statutory election responsibilities. It is the intention of the Board to assume all tasks associated with conducting the City's elections starting at the end of the qualifying period and ending with the submission of the results and records to the appropriate entities after the results are canvassed and certified, except as set forth below.

### **2. Personnel Policies**

All staff used to conduct any election for the City will be hired, trained, and managed by Board using their existing personnel policies. It should be noted that as a general rule, the Board will choose not to hire or appoint existing employees of the City, except under the most dire circumstances, or in the case that the employee in question is on leave from his or her normal duties for the City.

### **3. Payment for Services**

The City will be expected to reimburse the County for the costs that the County incurs while performing the City's statutory obligations, or directly pay such costs to the appropriate entity in place of the Board paying them. Payments shall be made to the County at the address set forth under Notices, below. The estimated costs that the City should expect to pay are itemized throughout the document, and summarized in paragraph 14. Of course, these estimates are for one election, without the inculcation of costs which may be potentially incurred by the City in the case of a Runoff Election, Special Election, Primary (were one to be held) or in the event of judicial action. The City will be expected to process all timesheets submitted by the Board under the terms of this agreement within thirty days, and will receive an itemized invoice for services rendered as well as other costs incurred by the Board within thirty days of the results of the election being certified which they will also be expected to pay within thirty days. In the event that the City is unable to pay the full amount of the invoice within thirty days, the Board will be willing to set up a payment schedule with the City.

### **4. Statutory Duties Retained by the City**

The City will retain responsibility for the following duties:

- a. **Qualifying** – Although the Board's staff will be on hand to assist in the Qualifying process by confirming that the potential candidates meet all qualifications relating to Voter Registration, the City will be responsible for the

entire qualifying process for all partisan, non-partisan, as well as write-in candidates as is described in Article 4 of Title 21 of the Official Code of Georgia.

- b. **Voter Registration Responsibilities** – Nothing in this agreement removes any of the City’s duties as they relate to Voter Registration. The City will still be required to register voters and maintain their Official List of Registered Voters (for example by challenging voters under O.C.G.A. §21-2-228).
- c. **Appointment of the Vote Review Panel** – The City will be expected to appoint and coordinate a Vote Review Panel as is described in O.C.G.A. § 21-2-386(a)(6) and O.C.G.A. § 21-2-483(g)(2)(B). This Vote Review Panel will be required to appear in person at the Board’s Tabulation Center on Election Night at a time to be determined by the Elections Supervisor and will be expected to remain at the Tabulation Center until released by the Elections Supervisor, or his or her designee.
- d. **Changes Covered under Section 5 of the Voting Rights Act of 1965** – The City will retain all responsibility for any changes to locations or practices which are covered by the Voting Rights Act of 1965, including submission of such changes to the United States Department of Justice (DOJ) as required by the Voting Rights Act of 1965. However, the Board will be responsible for submitting the terms of this agreement, as well as any subsequent changes to DOJ for preclearance.

#### **5. Advertising**

The Board will advertise all of the statutory responsibilities that they are assigned by the City in accordance with the appropriate laws, rules, and judicial rulings as well as their own policies. The actual cost incurred by the Board for any advertising that is deemed necessary by the Board will be included in the final invoice to the City.

#### **6. Public / Media Inquiries**

The Board will interact with the public as well as the media on all matters relating to the duties that are assigned to the Board as part of this agreement. This includes instances in which the Board initiates such contact out of the belief that public education or outreach on matters relating to elections or voter registration is in the best interest of the City’s registered voters.

7. **Preparation Tasks** – The Board will assume for all tasks relating to the preparation for the Election including but not limited to: testing equipment and ballots, training poll workers, packing supplies, etc.

8. **Supplies** – The Board’s staff will procure all necessary supplies for the operation of the City’s elections. The will be responsible for the actual cost of ballots and postage, as well as a \$75 fee for miscellaneous supplies which will be used during the election cycle.

9. **Reserved.**

10. **Legal Expenses** – The City will agree to pay any and all legal expenses resulting from any election, primary, runoff or special election conducted by the Board for the City, except in the case of gross negligence on the part of the Board or the Elections Supervisor. Included would be legal expenses for responding to challenges, suits and State Board of Elections reviews.

11. **Equipment** – The equipment to be used in the conduct of City elections will be provided by the Board. It will include components of the voting system which has been approved by the Board, as well as the Georgia Secretary of State's Office to conduct County, State, and Federal Elections, as well as Laptop Computers, and will be allocated at the discretion of the Board's Election Supervisor.

12. **Location of Election Services**

a. Address of each Facility to be Used

- a. Main Office of the Bartow County Board of Elections and Voter Registration (Board's Office) – 1300 Joe Frank Harris Pkwy, Cartersville, GA 30120
- b. Cartersville Civic Center (Civic Center) – 435 West Main Street, Cartersville GA 30120
- c. Cartersville-Bartow County Chamber of Commerce (Chamber) – 122 W. Main St., Cartersville, GA 30120

b. **Absentee by Mail**

- a. *Definition* - Absentee by mail is a subset of Absentee Voting in which the elector requests that a ballot be sent to them through the United States Postal Service (USPS) in writing. The signature on the application, as well as the information contained in the application is verified against the information maintained by the Board. If everything matches, and the elector is entitled to vote in the City's Election, he or she will be issued a ballot in accordance with law, rule, and policy. The voted ballot may be returned in person or by other means, and will then be accepted or rejected as is described in O.C.G.A. § 21-2-386 and stored in a secure manner until election night.
- b. *The following locations will be used for this purpose:*
  - i. The Board's Office will function as the primary location that paper absentee ballots will be requested or issued from, and where they should subsequently be returned to.
  - ii. Employees of the Board located at the Civic Center or the Chamber will be unable to accept voted paper absentee ballots except under the

circumstances described in O.C.G.A. 21-2-388(1), in which case the ballot will be cancelled and the elector will be allowed to vote in person.

- iii. With any new change in responsibility, there will be those who are confused and make the simple mistake of submitting documentation to the wrong location. The employees of the City who work at City Hall are asked to make every effort to transmit such documentation to the Board's Office in a timely manner. The Election Supervisor will specify how such documentation shall be submitted. In the unfortunate event that the Board is unable to accept the documentation submitted by the City, it shall be the Board's responsibility to contact the applicant or elector in a manner consistent with law, rule, policy, and past practice.

**c. Absentee in Person**

- a. *Definition* – Absentee in Person (now termed Advanced Voting in law) is the procedure set out in O.C.G.A. § 21-2-385(d)(1) by which a qualified elector may cast his or her ballot prior to Election Day. Electors who choose this option must complete both the Application for an Absentee Ballot, as well as the Oath of Absentee Elector. An employee of the Board will then verify the elector's eligibility and issue him or her a Voter Access Card. Such an elector must cast his or her ballot on a DRE Voting Machine and it should be noted that his or her right to vote in the current election cannot be challenged after his or her ballot is cast on the DRE Unit, nor can the ballot be retrieved.
- b. *The following locations will be used for this purpose:*
  - i. The Board's Office will begin receiving elector's with the intention of casting absentee ballots in person for the entire "Period of Advanced Voting" described in O.C.G.A. § 21-2-385(d)(1). Electors from any municipality which has entered into an intergovernmental agreement with the Board to conduct their elections will be able to cast an absentee ballot in person at this location.
  - ii. The Civic Center will begin receiving electors with the intention of casting absentee ballots in person beginning the second Monday immediately preceding the election and continue during normally scheduled business hours through the close of business on the following Friday. Only ballots from electors who are entitled to vote in the City's Election will be accepted at this location.
  - iii. The Chamber will not be used for this purpose.

**d. Election Day**



- a. *Definition* - Election Day is the day prescribed by the Official Code of Georgia as the Primary, General, Special, or Runoff Election Day. Electors wishing to cast a ballot on this day must go to his or her Election Day Polling Place as the law does not allow ballots to be cast at any other location.
- b. *The following location will be used for this purpose:*
  - i. The Civic Center and the Chamber will be open from 7:00 AM to 7:00 PM (or later) as is prescribed by law.
  - ii. The Board's Office will be staffed by the Board's permanent staff for the purpose of supporting the Election.

**e. Election Night**

- a. *Definition* – For the purposes of this document, Election Night begins at the closing of the polls on the day prescribed by the Official Code of Georgia as the Primary, General, Special, or Runoff Election Day. It encompasses, but is not limited to, the following activities:
  - i. Closing the Polls
  - ii. Posting the appropriate documentation at the Poll for public examination
  - iii. Returning the required materials to the Board's Office. Which materials are required will be determined by the Elections Supervisor.
  - iv. Tabulating the Absentee Ballots.
  - v. Tabulating the Unofficial and Incomplete Election Results.
  - vi. Reporting the Results to the public and media.
  - vii. Responding to any Election Day/Night inquiries as is appropriate.
- b. *The following locations will be used for this purpose:*
  - i. The Board's Office will be the main tabulation center for all results and will contain the Absentee Polling Place. Most employees of the Board will be stationed at this facility. All required materials shall be returned to this location.
  - ii. The Civic Center and Chamber will be staffed by the same employees of the Board as during Election Day. These employees will be responsible for closing the poll, reporting the Precinct Totals to the public, and returning the required materials to the Board's Office in a timely manner.

**f. Canvassing, Computation, and Certification of Returns**

- a. *Definition* – Canvassing begins the morning immediately following Election Day and is the process by which the Board audits all applicable records including, but in no way limited to:

- i. All documentation completed by the employees of the Board whose duties included issuing or accepting ballots or the handling of secure equipment. For example, this would include all oaths administered and signed for the election.
- ii. Any recapitulation sheets.
- iii. Electronic records of the DRE Units, Express Polls and GEMS Election Server.
- iv. Any documentation completed by an elector while attempting to cast his or her vote.
- v. Any and all other applicable documentation.

If any discrepancy is located during this process, the Election Supervisor is empowered to make an immediate and complete investigation of the circumstances surrounding the discrepancy and shall report his or her findings to the Board at their Certification Meeting. The Board shall be responsible for taking appropriate action based on the Election Supervisor's findings.

The Certification Meeting will take place in the Board's Office at a time to be determined by the Election Supervisor, with the advice of the Board, on the Friday immediately following Election Day. The Board will then forward all records of the Election to the appropriate parties.

- b. *The following location will be used for this purpose:*
  - i. The Board's Office will be the sole location for any activity described in this section and will be open to the public while such activity is in progress.
  - ii. The Civic Center and Chamber will not be used for this purpose.

### **13. Staffing and Payroll by Location and Task**

#### **a. Payroll for Board and their Permanent Employees**

During the time that the Board and their permanent employees are preparing for and conducting an Election on behalf of the City, they will be paid through the customary payroll process through the Bartow County Department of Human Resources. Due to the inherent difficulties of separating the time spent on different Election tasks between different entities, the City will be expected to reimburse the County for the Board's as well as their permanent employee's time and expertise in the form of a set fee (County Fee).

**c. Board's Office**

*i. Election Preparation*

1. Staff – Only permanent employees of the Board will be assigned to this process. No temporary staff will be hired to assist with this process.
2. Payroll – The City will reimburse the Board for time spent on this process through the County Fee.

*ii. Absentee By Mail*

1. Staff – Only permanent employees of the Board will be assigned to this process. No temporary staff will be hired to assist with this process.
2. Payroll – The City will reimburse the Board for time spent on this process through the County Fee.

*iii. Absentee In Person*

1. Staff – A staff of three temporary employees will be hired by the Board to issue and receive absentee ballots in person at this location.
2. Payroll – As these employees will be shared between all municipalities who have agreements with the Board to conduct their elections, the Board will pay these employees initially and each of the municipalities will be expected to reimburse the Board for their part of this cost. The cost that each municipality will be expected to pay will be determined using the formula

$$\text{Individual Municipal Cost} = \frac{\text{Total Personnel Cost} \left( \frac{\text{Number of Ballots Cast for Municipality}}{\text{Total \# of Ballots Cast}} \right)}{1}$$

Please note that this formula will be used to compute the cost to the municipality of only the staff at this location.

*iv. Election Day*

1. Staff – Only permanent employees of the Board will be assigned to this process. No temporary staff will be hired to assist with this process.
2. Payroll – The City will reimburse the Board for time spent on this process through the County Fee.

*v. Election Night*

1. Staff – Only permanent employees of the Board will be assigned to this process. No temporary staff will be hired to assist with this process.
2. Payroll – The City will reimburse the Board for time spent on this process through the County Fee.

vii. *Computation, Canvassing, and Certification*

1. Staff – Only permanent employees of the Board will be assigned to this process. No temporary staff will be hired to assist with this process.
2. Payroll – The City will reimburse the Board for time spent on this process through the County Fee.

d. **Civic Center**

i. *Absentee In Person*

1. Staff – A staff of one Poll Manager earning \$150 per day, two Assistant Managers earning \$100 per day, and one clerk earning \$8.50 per hour with an upper limit of 40 hours.
2. Payroll – As these employees are working on solely working on behalf of the City, their timesheets will be submitted by the Board to the City for processing and payment.

ii. *Election Day-Election Night*

1. Staff – A staff of one Poll Manager earning \$225, two Assistant Managers earning \$175, and one clerk earning \$8.50 per hour.
2. Payroll – As these employees are working on solely working on behalf of the City, their timesheets will be submitted by the Board to the City for processing and payment.

e. **Chamber**

i. *Election Day-Election Night*

1. Staff – A staff of one Poll Manager earning \$225, two Assistant Managers earning \$175, and one clerk earning \$8.50 per hour.
2. Payroll – As these employees are working on solely working on behalf of the City, their timesheets will be submitted by the Board to the City for processing and payment.

**14. Cost Estimate Worksheet**

The worksheet below sets forth an estimate of the costs of a single election. Such costs are variable and this is not a maximum price. Such costs would also be incurred for any runoff, special election or primary. The City agrees to pay actual costs of conducting regular elections, primaries, runoffs and special elections on the basis set forth above in the preceding paragraphs.

<b>Personnel</b>	<b>Amount</b>	<b>Comments</b>
Absentee in Person (Board's Office)	\$2,160	Estimated using 50% as the percentage
Absentee in Person (Civic Center)	\$2,090	
Election Day	\$1,388	
Absentee Poll Crew	\$50	
Training	\$100	Each worker receives \$10 for training



<b>Supplies</b>	
Postage	\$25
Miscellaneous Supplies	\$75
Ballots	\$300
<b>County Fee</b>	\$1,000
<b>Estimated Total per Election or Runoff</b>	\$7,188

**15. Notices.**

Official notices, payments and correspondence to the County shall be delivered in person or transmitted via U. S. Mail, postage prepaid addressed to the County Administrator of Bartow County at Suite 251, 135 West Cherokee Avenue, Cartersville, Georgia 30120. Official notices and correspondence to the Board shall be delivered in person or transmitted via U. S. Mail, postage prepaid addressed to the Elections Supervisor at Suite 106, 135 West Cherokee Avenue, Cartersville, Georgia 30120. Official notices and correspondence to Cartersville shall be delivered in person or transmitted via U.S. Mail postage prepaid, addressed to the City Clerk of Cartersville, at P.O. Box 1390, Cartersville, GA 30120.

**16. Effective Date; Term**

This Agreement shall be effective September 1, 2015 or upon the date of the last signature by either party, whichever is later. This Agreement shall expire annually on December 31 of each year and be automatically renewed, for a maximum of six (6) years. Either party may terminate the agreement at any time, with ninety days written notice.

**17. Entire Agreement.**

This Agreement contains all the terms and conditions and represents the entire Agreement between the parties and supersedes any pre-existing Agreement related to the Facility. Any alteration of this Agreement shall be invalid unless made by an amendment in writing, duly executed by the parties. There are no understandings, representations, or agreements, written or oral other than those contained in this Agreement.

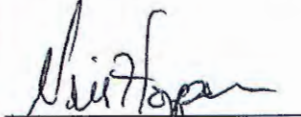
IN WITNESS WHEREOF, the Board, County and City have caused this Agreement to be duly executed by their proper officers and attested with their corporate seals affixed hereto as set forth in duplicate originals.

Attest:



**BARTOW COUNTY BOARD OF ELECTIONS AND REGISTRATION**

  
Joseph Kirk, Secretary

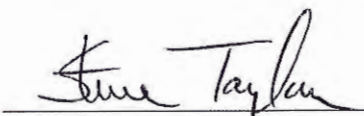
  
Neil Hopper, Chairman

Date: 8/25/15

Attest:

**BARTOW COUNTY, GEORGIA**


  
Kathy Gill, County Clerk

  
Steve Taylor, Commissioner

Date: 8/27/15

Attest:

**CITY OF CARTERSVILLE, GA**

  
City Clerk

  
Mayor

Date: 9/3/15

A RESOLUTION OF THE COMMISSIONER OF BARTOW COUNTY FOR THE PURPOSE OF **AMENDING THE INTERGOVERNMENTAL AGREEMENT WITH THE BARTOW COUNTY BOARD OF ELECTIONS AND REGISTRATION AND THE CITY OF EMERSON FOR THE CONDUCT OF ELECTIONS**; AND FOR OTHER PURPOSES AT THE REGULAR MEETING OF THE COMMISSIONER OF BARTOW COUNTY HELD ON THE 4<sup>TH</sup> DAY OF OCTOBER, 2017.

---

**WHEREAS**, on or about August of 2011, Bartow County entered into an Intergovernmental Agreement with the Bartow County Board of Elections and Registration and also the City of Emerson ("City"), which Agreement governed the conduct of city elections by the staff of the Board, which Agreement is authorized by OCGA Sec. 2-2-45 and the Georgia Constitution; and

**WHEREAS**, the parties desire to amend the terms of the Intergovernmental Agreement, to update pay scales and pay practices and make other changes to improve the delivery of services to the City; and

**WHEREAS**, the Commissioner has determined it is in the best interests of the public health, safety and welfare to adopt the amendments set forth below;

**NOW THEREFORE BE IT RESOLVED**, AND IT IS HEREBY RESOLVED, by virtue of the authority vested in the Commissioner by law, that the "Agreement for the Conduct of Elections between the Bartow County Board of Elections and Registration, Bartow County, Georgia and the City of Emerson" adopted on or about August 2011 is amended as follows:

- A. The Board will no longer submit timesheets to the City for payment of certain employees of the Board acting solely on behalf of the City. The Board will pay all employees directly and the City will reimburse the Board as part of final invoice from the county. This amends the provisions of Paragraph 13.
- B. The address for the Board's Office has changed to 1300 Joe Frank Harris Pkwy., Cartersville, GA 30120. This amends provisions of Paragraphs 12 and 15.
- C. All references to the Old Church and the School should be removed from the agreement. All services previously provided by the Board at the Old Church will now be provided at the Board's Office, 1300 Joe Frank Harris Pkwy., Cartersville, GA 30120. The School will no longer be used for election purposes, pursuant to request of the Board of Education. This amends provisions of Paragraphs 12 and 13.
- D. The Board shall utilize permanent as well as temporary staff for all preparation, absentee, and consolidation tasks which occur at the Board's Office at the Election Supervisor's discretion. The City will reimburse the Board for these employees through the County Fee. This amends provisions of Paragraphs 12 and 13.
- E. In the event that there is a regular or special election which requires the Board to open Emerson City Hall (City Hall) to receive voters, the Board will not charge the City for conducting their election if they choose not to have Advance Voting at City



Hall. If the City chooses to open City Hall for Advance Voting it will be charged only the real cost of Advance Voting at the City Hall. This amends provisions of Paragraphs 12 and 13.

- F. Each temporary employee of the Board shall receive the Board's standard training pay rate of \$20 plus \$10 per hour for legally required training. This amends the provisions of Paragraph 13.
- G. All references to poll worker pay rates shall be changed to the following. This amends the provisions of Paragraph 13.

Position	Old Pay Rate	New Pay Rate
Advance Voting Poll Manager	\$150 / Day	\$200 / Day
Advance Voting Assistant Manager	\$100 / Day	\$120 / Day
Election Day Poll Manager	\$200 / Day	\$250 / Day
Election Day Assistant Manager	\$150 / Day	\$200 / Day
Clerk	\$8.50 / Hour	\$12.00 / Hour

- H. The Cost Estimate Worksheet, as set forth in Paragraph 14, shall be changed to the following:

Item	Old Estimate	New Estimate
<b>Personnel</b>		
Absentee in Person (Cartersville)	\$300	\$300
Absentee in Person (Emerson)	\$2,090	\$2,680
Election Day	\$619	\$818
Absentee Poll Crew	\$50	\$100
Training	\$100	\$200
<b>Supplies</b>		
Postage	\$25	\$25
Miscellaneous Supplies	\$75	\$75
Ballots	\$150	\$150
County Fee	\$1,000	\$1,000
<b>Total</b>	<b>\$4,409</b>	<b>\$5,348</b>

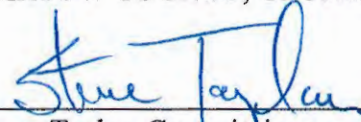
If there is any conflict between the language of the original Agreement and this Amendment, the Amendment shall control.

**SO RESOLVED AND ADOPTED** this 4<sup>th</sup> day of October, 2017.

ATTEST:

BARTOW COUNTY, GEORGIA

  
Kathy Gill, County Clerk

  
Steve Taylor, Commissioner

2 Originals to Board  
Office for City's signature  
8/30/11

**AGREEMENT  
FOR THE CONDUCT OF ELECTIONS  
BETWEEN**

THE BARTOW COUNTY BOARD OF ELECTIONS AND REGISTRATION,  
BARTOW COUNTY, GEORGIA,  
and  
THE CITY OF EMERSON.

THIS AGREEMENT is made and entered into by and between the **Bartow County Board of Elections and Registration**, a Board created by Local Act 466 (Ga.L. 1993, p. 5309) to perform the functions of election superintendent for Bartow County (sometimes hereinafter referred to as "**Board**"), **Bartow County, Georgia**, a political subdivision of the State of Georgia ("**County**"), and the **City of Emerson, Georgia**, a municipal corporation chartered under the laws of the State of Georgia (sometimes hereinafter referred to as "**City**"), and is effective as of the date specified herein.

WHEREAS, Bartow County, the Bartow County Board of Elections and Registration, and the City of Emerson desire to enter into an Agreement for the Board and its employees to conduct municipal elections for the City; and

WHEREAS, the Board, County and City have reached a mutual agreement regarding the proposal; and

WHEREAS, the Board's enabling act requires approval of the County for any expenditure of funds; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the City to contract with the Board so that the Board may perform all duties of election superintendent as set forth in Chapter 2 of Title 21, with the exception of qualification of candidates and other statutory duties set forth herein; and

WHEREAS, the Board has reviewed this Agreement and did, at a regular meeting of the Board, authorize its Chairman to execute this Agreement; and

WHEREAS, the Mayor and City Council of Emerson has reviewed this Agreement and did, at a regular meeting of the City Council, authorize its Mayor to execute this Agreement; and

WHEREAS, the Commissioner of Bartow County and did, at a regular meeting of the City Council, authorize the Commissioner to execute this Agreement;

NOW, THEREFORE, for and in consideration of the mutual benefits flowing from one party to the other, the adequacy and sufficiency of which is acknowledged, it is hereby agreed as follows:



**1. Intent/Scope**

Due to the level of knowledge and expertise required to successfully conduct modern elections, the City has asked to enter into an intergovernmental agreement with the Board to enable the Board to assume the majority of the City's statutory election responsibilities. It is the intention of the Board to assume all tasks associated with conducting the City's elections starting at the end of the qualifying period and ending with the submission of the results and records to the appropriate entities after the results are canvassed and certified, except as set forth below.

**2. Personnel Policies**

All staff used to conduct any election for the City will be hired, trained, and managed by Board using their existing personnel policies. It should be noted that as a general rule, the Board will choose not to hire or appoint existing employees of the City, except under the most dire circumstances, or in the case that the employee in question is on leave from his or her normal duties for the City.

**3. Payment for Services**

The City will be expected to reimburse the County for the costs that the County incurs while performing the City's statutory obligations, or directly pay such costs to the appropriate entity in place of the Board paying them. Payments shall be made to the County at the address set forth under Notices, below. The estimated costs that the City should expect to pay are itemized throughout the document, and summarized in paragraph 14. Of course, these estimates are for one election, without the inculcation of costs which may be potentially incurred by the City in the case of a Runoff Election, Special Election, Primary (were one to be held) or in the event of judicial action. The City will be expected to process all timesheets submitted by the Board under the terms of this agreement within thirty days, and will receive an itemized invoice for services rendered as well as other costs incurred by the Board within thirty days of the results of the election being certified which they will also be expected to pay within thirty days.

**4. Statutory Duties Retained by the City**

The City will retain responsibility for the following duties:

- a. **Qualifying** – Although the Board's staff will be on hand to assist in the Qualifying process by confirming that the potential candidates meet all qualifications relating to Voter Registration, the City will be responsible for the entire qualifying process for all partisan, non-partisan, as well as write-in candidates as is described in Article 4 of Title 21 of the Official Code of Georgia.
- b. **Voter Registration Responsibilities** – Nothing in this agreement removes any of the City's duties as they relate to Voter Registration. The City will still be

required to register voters and maintain their Official List of Registered Voters (for example by challenging voters under O.C.G.A. §21-2-228).

- c. **Appointment of the Vote Review Panel** – The City will be expected to appoint and coordinate a Vote Review Panel as is described in O.C.G.A. § 21-2-386(a)(6) and O.C.G.A. § 21-2-483(g)(2)(B). This Vote Review Panel will be required to appear in person at the Board's Tabulation Center on Election Night at a time to be determined by the Elections Supervisor and will be expected to remain at the Tabulation Center until released by the Elections Supervisor, or his or her designee.
- d. **Changes Covered under Section 5 of the Voting Rights Act of 1965** – The City will retain all responsibility for any changes to locations or practices which are covered by the Voting Rights Act of 1965, including submission of such changes to the United States Department of Justice (DOJ) as required by the Voting Rights Act of 1965. However, the Board will be responsible for submitting the terms of this agreement, as well as any subsequent changes to DOJ for preclearance.

**5. Advertising**

The Board will advertise all of the statutory responsibilities that they are assigned by the City in accordance with the appropriate laws, rules, and judicial rulings as well as their own policies. The actual cost incurred by the Board for any advertising that is deemed necessary by the Board will be included in the final invoice to the City.

**6. Public / Media Inquiries**

The Board will interact with the public as well as the media on all matters relating to the duties that are assigned to the Board as part of this agreement. This includes instances in which the Board initiates such contact out of the belief that public education or outreach on matters relating to elections or voter registration is in the best interest of the City's registered voters.

7. **Preparation Tasks** – The Board will assume for all tasks relating to the preparation for the Election including but not limited to: testing equipment and ballots, training poll workers, packing supplies, etc.

8. **Supplies** – The Board's staff will procure all necessary supplies for the operation of the City's elections. The will be responsible for the actual cost of ballots and postage, as well as a \$75 fee for miscellaneous supplies which will be used during the election cycle.

9. **Hold Harmless and Indemnification** - The City agrees to release, hold harmless and covenant not to sue Bartow County and/or the Board for any problems, errors or inconsistencies in the conduct of any election for any reason other than gross negligence on the part of the Board or the Elections Supervisor. Furthermore, to the fullest extent permitted by law, the City shall, at its sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the County, the Board, and their agents and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses (including, but not limited to, attorney's fees) arising out of or resulting from the performance of this Agreement which are caused in whole or in part by any act or omission of the City, any agent or employee of the City or anyone for whose acts the City they may be liable, regardless whether such claim is caused in part by a party indemnified hereunder.
10. **Legal Expenses** -- Separate and apart from any indemnification and hold harmless provision as set forth above, the City will, as part of the consideration for entering this Agreement, agree to pay any and all legal expenses for Bartow County or the Board resulting from any election, primary, runoff or special election conducted by the Board for the City, except in the case of gross negligence on the part of the Board or the Elections Supervisor. Included would be attorney's fees and expenses for responding to or defending election challenges, lawsuits and State Board of Elections reviews, to reimburse the Board or Bartow County for its actual costs in responding to and defending or answering such actions. The Board and County shall present itemized bills for fees and expenses for reimbursement within 30 days.
11. **Equipment** – The equipment to be used in the conduct of City elections will be provided by the Board. It will include components of the voting system which has been approved by the Board, as well as the Georgia Secretary of State's Office to conduct County, State, and Federal Elections, as well as Laptop Computers, and will be allocated at the discretion of the Board's Election Supervisor.

**12. Location of Election Services**

a. Address of each Facility to be Used

- a. Main Office of the Bartow County Board of Elections and Voter Registration (Board's Office) – 105 N Bartow Street, Cartersville, GA 30120
- b. Bartow County Board of Elections and Voter Registration Voting Machine Storage Building (Old Church) – 10 Elizabeth Street, Cartersville, GA 30120
- c. Cartersville Civic Center (Civic Center) – 435 West Main Street, Cartersville GA 30120
- d. Emerson City Hall (City Hall) – 700 Highway 293, Emerson, GA 30137
- e. South Central Middle School (School) – 224 Old Alabama Rd., Emerson, GA 30145

**b. Absentee by Mail**

- a. *Definition* - Absentee by mail is a subset of Absentee Voting in which the elector requests that a ballot be sent to them through the United States Postal Service (USPS) in writing. The signature on the application, as well as the information contained in the application is verified against the information maintained by the Board. If everything matches, and the elector is entitled to vote in the City's Election, he or she will be issued a ballot in accordance with law, rule, and policy. The voted ballot may be returned in person or by other means, and will then be accepted or rejected as is described in O.C.G.A. § 21-2-386 and stored in a secure manner until election night.
- b. *The following locations will be used for this purpose:*
  - i. The Board's Office will function as the primary location that paper absentee ballots will be requested or issued from, and where they should subsequently be returned to.
  - ii. Employees of the Board located at the Civic Center, City Hall, or the School will be unable to accept voted paper absentee ballots except under the circumstances described in O.C.G.A. 21-2-388(1), in which case the ballot will be cancelled and the elector will be allowed to vote in person.
  - iii. With any new change in responsibility, there will be those who are confused and make the simple mistake of submitting documentation to the wrong location. The employees of the City who work at City Hall are asked to make every effort to transmit such documentation to the Board's Office in a timely manner. The Election Supervisor will specify how such documentation shall be submitted. In the unfortunate event that the Board is unable to accept the documentation submitted by the City, it shall be the Board's responsibility to contact the applicant or elector in a manner consistent with law, rule, policy, and past practice.
  - iv. The Old Church will not be used in this process.

**c. Absentee in Person**

- a. *Definition* - Absentee in Person (now termed Advanced Voting in law) is the procedure set out in O.C.G.A. § 21-2-385(d)(1) by which a qualified elector may cast his or her ballot prior to Election Day. Electors who choose this option must complete both the Application for an Absentee Ballot, as well as the Oath of Absentee Elector. An employee of the Board will then verify the elector's eligibility and issue him or her a Voter Access Card. Such an elector must cast his or her ballot on a DRE Voting Machine and it should be noted



that his or her right to vote in the current election cannot be challenged after his or her ballot is cast on the DRE Unit, nor can the ballot be retrieved.

b. *The following locations will be used for this purpose:*

- i. The Board's Office will begin receiving elector's with the intention of casting absentee ballots in person for the entire "Period of Advanced Voting" described in O.C.G.A. § 21-2-385(d)(1). Electors from any municipality which has entered into an intergovernmental agreement with the Board to conduct their elections will be able to cast an absentee ballot in person at this location.
- ii. City Hall will begin receiving electors with the intention of casting absentee ballots in person beginning the second Monday immediately preceding the election and continue during City Hall's normally scheduled business hours through the close of business on the following Friday. Only ballots from electors who are entitled to vote in the City's Election will be accepted at this location.
- iii. The Old Church, Civic Center, and School will not be used for this purpose.

**d. Election Day**

a. *Definition* - Election Day is the day prescribed by the Official Code of Georgia as the Primary, General, Special, or Runoff Election Day. Electors wishing to cast a ballot on this day must go to his or her Election Day Polling Place as the law does not allow ballots to be cast at any other location.

b. *The following location will be used for this purpose:*

- i. City Hall will be open from 7:00 AM to 7:00 PM (or later) as is prescribed by law.
- ii. The Board's Office will be staffed by the Board's permanent staff for the purpose of supporting the Election.
- iii. The Old Church, Civic Center, and School will not be used for this purpose.

**e. Election Night**

a. *Definition* - For the purposes of this document, Election Night begins at the closing of the polls on the day prescribed by the Official Code of Georgia as the Primary, General, Special, or Runoff Election Day. It encompasses, but is not limited to, the following activities:

- i. Closing the Polls
- ii. Posting the appropriate documentation at the Poll for public examination

- iii. Returning the required materials to the Old Church. Which materials are required will be determined by the Elections Supervisor.
  - iv. Tabulating the Absentee Ballots.
  - v. Tabulating the Unofficial and Incomplete Election Results.
  - vi. Reporting the Results to the public and media.
  - vii. Responding to any Election Day/Night inquiries as is appropriate.
- b. *The following locations will be used for this purpose:*
- i. The Old Church will be the main tabulation center for all results and will contain the Absentee Polling Place. Most employees of the Board will be stationed at this facility. All required materials shall be returned to this location.
  - ii. The Board's Office will be staffed by a skeleton crew (the size of which will be determined by the Election Supervisor) and will facilitate Election Night communication.
  - iii. City Hall will be staffed by the same employees of the Board as during Election Day. These employees will be responsible for closing the poll, reporting the Precinct Totals to the public, and returning the required materials to the Old Church in a timely manner.

**f. Canvassing, Computation, and Certification of Returns**

- a. *Definition* – Canvassing begins the morning immediately following Election Day and is the process by which the Board audits all applicable records including, but in no way limited to:
- i. All documentation completed by the employees of the Board whose duties included issuing or accepting ballots or the handling of secure equipment. For example, this would include all oaths administered and signed for the election.
  - ii. Any recapitulation sheets.
  - iii. Electronic records of the DRE Units, Express Polls and GEMS Election Server.
  - iv. Any documentation completed by an elector while attempting to cast his or her vote.
  - v. Any and all other applicable documentation.

If any discrepancy is located during this process, the Election Supervisor is empowered to make an immediate and complete investigation of the circumstances surrounding the discrepancy and shall report his or her findings to the Board at their Certification Meeting. The Board shall be responsible for taking appropriate action based on the Election Supervisor's findings.

The Certification Meeting will take place in the Old Church at a time to be determined by the Election Supervisor, with the advice of the Board, on the Friday immediately following Election Day. The Board will then forward all records of the Election to the appropriate parties.

- b. *The following location will be used for this purpose:*
  - i. The Old Church will be the sole location for any activity described in this section and will be open to the public while such activity is in progress.
  - ii. The Board's Office, Civic Center, School, and City Hall will not be used for this purpose.

### **13. Staffing and Payroll by Location and Task**

#### **a. Payroll for Board and their Permanent Employees**

During the time that the Board and their permanent employees are preparing for and conducting an Election on behalf of the City, they will be paid through the customary payroll process through the Bartow County Department of Human Resources. Due to the inherent difficulties of separating the time spent on different Election tasks between different entities, the City will be expected to reimburse the County for the Board's as well as their permanent employee's time and expertise in the form of a set fee (County Fee).

#### **b. Board's Office**

##### *i. Election Preparation*

1. Staff – Only permanent employees of the Board will be assigned to this process. No temporary staff will be hired to assist with this process.
2. Payroll – The City will reimburse the Board for time spent on this process through the County Fee.

##### *ii. Absentee By Mail*

1. Staff – Only permanent employees of the Board will be assigned to this process. No temporary staff will be hired to assist with this process.
2. Payroll – The City will reimburse the Board for time spent on this process through the County Fee.

##### *iii. Absentee In Person*

1. Staff – A staff of three temporary employees will be hired by the Board to issue and receive absentee ballots in person at this location.
2. Payroll – As these employees will be shared between all municipalities who have agreements with the Board to conduct

their elections, the Board will pay these employees initially and each of the municipalities will be expected to reimburse the Board for their part of this cost. The cost that each municipality will be expected to pay will be determined using the formula

*Individual Municipal Cost* =

$$\textit{Total Personnel Cost} \left( \frac{\textit{Number of Ballots Cast for Municipality}}{\textit{Total \# of Ballots Cast}} \right)$$

. Please note that this formula will be used to compute the cost to the municipality of only the staff at this location.

iv. *Election Day*

1. Staff – Only permanent employees of the Board will be assigned to this process. No temporary staff will be hired to assist with this process.
2. Payroll – The City will reimburse the Board for time spent on this process through the County Fee.

v. *Election Night*

1. Staff – Only permanent employees of the Board will be assigned to this process. No temporary staff will be hired to assist with this process.
2. Payroll – The City will reimburse the Board for time spent on this process through the County Fee.

vi. *Computation, Canvassing, and Certification*

1. Staff – Only permanent employees of the Board will be assigned to this process. No temporary staff will be hired to assist with this process.
2. Payroll – The City will reimburse the Board for time spent on this process through the County Fee.

c. **The Old Church**

i. *Election Preparation*

1. Staff – Only permanent employees of the Board will be assigned to this process. No temporary staff will be hired to assist with this process.
2. Payroll – The City will reimburse the Board for time spent on this process through the County Fee.

ii. *Election Night*

1. Staff – Only permanent employees of the Board will be assigned to this process. No temporary staff will be hired to assist with this process.
2. Payroll – The City will reimburse the Board for time spent on this process through the County Fee.

*iii. Computation, Canvassing, and Certification*

1. Staff – Only permanent employees of the Board will be assigned to this process. No temporary staff will be hired to assist with this process.
2. Payroll – The City will reimburse the Board for time spent on this process through the County Fee.

**d. City Hall**

*i. Absentee In Person*

1. Staff – A staff of one Poll Manager earning \$150 per day, two Assistant Managers earning \$100 per day, and one clerk earning \$8.50 per hour with an upper limit of 40 hours.
2. Payroll – As these employees are working on solely working on behalf of the City, their timesheets will be submitted by the Board to the City for processing and payment.

*ii. Election Day-Election Night*

1. Staff – A staff of one Poll Manager earning \$200, two Assistant Managers earning \$150, and one clerk earning \$8.50 per hour.
2. Payroll – As these employees are working on solely working on behalf of the City, their timesheets will be submitted by the Board to the City for processing and payment.

**14. Cost Estimate Worksheet**

The worksheet below sets forth an estimate of the costs of a single election. Such costs are variable and this is not a maximum price. Such costs would also be incurred for any runoff, special election or primary. The City agrees to pay actual costs of conducting regular elections, primaries, runoffs and special elections on the basis set forth above in the preceding paragraphs.

<b>Personnel</b>	<b>Amount</b>	<b>Comments</b>
Absentee in Person (Cartersville)	\$300	Estimated using 5% as the percentage
Absentee in Person (Emerson)	\$2,090	
Election Day	\$619	
Absentee Poll Crew	\$50	
Training	\$100	Each worker receives \$10 for training
<b>Supplies</b>		
Postage	\$25	
Miscellaneous Supplies	\$75	
Ballots	\$150	



<b>County Fee</b>	\$1,000
<b>Estimated Total per Election or Runoff</b>	\$4,409

**15. Notices.**

Official notices, payments and correspondence to the County shall be delivered in person or transmitted via U. S. Mail, postage prepaid addressed to the County Administrator of Bartow County at Suite 251, 135 West Cherokee Avenue, Cartersville, Georgia 30120. Official notices and correspondence to the Board shall be delivered in person or transmitted via U. S. Mail, postage prepaid addressed to the Elections Supervisor at Suite 106, 135 West Cherokee Avenue, Cartersville, Georgia 30120. Official notices and correspondence to Emerson shall be delivered in person or transmitted via U.S. Mail postage prepaid, addressed to the City Clerk of Emerson, at P.O. Box 300, Emerson, GA 30137.

**16. Effective Date; Term**

This Agreement shall be effective September 1, 2011 or upon the date of the last signature by either party, whichever is later. This Agreement shall expire annually on December 31 of each year and be automatically renewed, for a maximum of ten (10) years. Either party may terminate the agreement at any time, with ninety days written notice.

**17. Entire Agreement.**

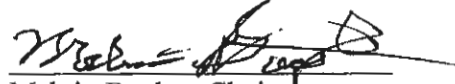
This Agreement contains all the terms and conditions and represents the entire Agreement between the parties and supersedes any pre-existing Agreement related to the Facility. Any alteration of this Agreement shall be invalid unless made by an amendment in writing, duly executed by the parties. There are no understandings, representations, or agreements, written or oral other than those contained in this Agreement. This Agreement may be signed in counterparts.

IN WITNESS WHEREOF, the Board, County and City have caused this Agreement to be duly executed by their proper officers and attested with their corporate seals affixed hereto as set forth in duplicate originals.

Attest:

**BARTOW COUNTY BOARD OF  
ELECTIONS AND REGISTRATION**

  
Kath Gill, Secretary

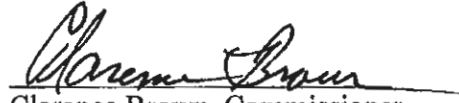
  
Melvin Bagley, Chairman

Date: 8/29/2011

Attest:

**BARTOW COUNTY, GEORGIA**

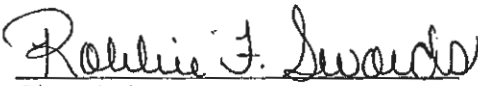
  
Kathy Gill, County Clerk

  
Clarence Brown, Commissioner

Date: 8/23/2011

Attest:

**CITY OF EMERSON, GA**

  
City Clerk

  
Mayor Al Pallone

Date: August 30, 2011

**A RESOLUTION OF THE COMMISSIONER OF BARTOW COUNTY FOR THE PURPOSE OF AMENDING THE INTERGOVERNMENTAL AGREEMENT WITH THE BARTOW COUNTY BOARD OF ELECTIONS AND REGISTRATION AND THE CITY OF EUHARLEE FOR THE CONDUCT OF ELECTIONS; AND FOR OTHER PURPOSES AT THE REGULAR MEETING OF THE COMMISSIONER OF BARTOW COUNTY HELD ON THE 4<sup>TH</sup> DAY OF OCTOBER, 2017.**

---

**WHEREAS**, on or about August of 2013, Bartow County entered into an Intergovernmental Agreement with the Bartow County Board of Elections and Registration and also the City of Euharlee ("City"), which Agreement governed the conduct of city elections by the staff of the Board, which Agreement is authorized by OCGA Sec. 2-2-45 and the Georgia Constitution; and

**WHEREAS**, the parties desire to amend the terms of the Intergovernmental Agreement, to update pay scales and pay practices and make other changes to improve the delivery of services to the City; and

**WHEREAS**, the Commissioner has determined it is in the best interests of the public health, safety and welfare to adopt the amendments set forth below;

**NOW THEREFORE BE IT RESOLVED, AND IT IS HEREBY RESOLVED**, by virtue of the authority vested in the Commissioner by law, that the "Agreement for the Conduct of Elections between the Bartow County Board of Elections and Registration, Bartow County, Georgia and the City of Euharlee" adopted on or about August 2013 is amended as follows:

- A. The Board will no longer submit timesheets to the City for payment of certain employees of the Board acting solely on behalf of the City. The Board will pay all employees directly and the City will reimburse the Board as part of final invoice from the county. This amends the provisions of Paragraph 13.
- B. The address for the Board's Office has changed to 1300 Joe Frank Harris Pkwy., Cartersville, GA 30120. This amends provisions of Paragraphs 12 and 15.
- C. All references to the Old Church and Gym should be removed from the agreement. All services previously provided by the Board at the Old Church will now be provided at the Board's Office, 1300 Joe Frank Harris Pkwy., Cartersville, GA 30120. No services shall be provided at the Gym. This amends provisions of Paragraphs 12 and 13.
- D. The Board shall utilize permanent as well as temporary staff for all preparation, absentee, and consolidation tasks which occur at the Board's Office at the Election Supervisor's discretion. The City will reimburse the Board for these employees through the County Fee. This amends provisions of Paragraphs 12 and 13.
- E. In the event that there is a regular or special election which requires the Board to open City Hall to receive voters, the Board will not charge the City for conducting their election if they choose not to have Advance Voting at City Hall. If the City



chooses to open City Hall for Advance Voting it will be charged only the real cost of Advance Voting at City Hall. This amends provisions of Paragraphs 12 and 13.

- F. Each temporary employee of the Board shall receive the Board's standard training pay rate of \$20 plus \$10 per hour for legally required training. This amends the provisions of Paragraph 13.
- G. All references to poll worker pay rates shall be changed to the following. This amends the provisions of Paragraph 13.

Position	Old Pay Rate	New Pay Rate
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- H. The Cost Estimate Worksheet, as set forth in Paragraph 14, shall be changed to the following:

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Training	\$100	\$200
<b>Supplies</b>		
Postage	\$25	\$25
Miscellaneous Supplies	\$75	\$75
Ballots	\$150	\$150
<b>County Fee</b>		
	\$1,000	\$1,000
<b>Total</b>	<b>\$4,409</b>	<b>\$5,348</b>

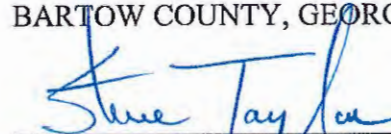
If there is any conflict between the language of the original Agreement and this Amendment, the Amendment shall control.

**SO RESOLVED AND ADOPTED** this 4<sup>th</sup> day of October, 2017.

ATTEST:

BARTOW COUNTY, GEORGIA

  
 Kathy Gill, County Clerk

  
 Steve Taylor, Commissioner

**AGREEMENT  
FOR THE CONDUCT OF ELECTIONS  
BETWEEN**

**THE BARTOW COUNTY BOARD OF ELECTIONS AND REGISTRATION,  
BARTOW COUNTY, GEORGIA,  
and  
THE CITY OF EUHARLEE.**

THIS AGREEMENT is made and entered into by and between the **Bartow County Board of Elections and Registration**, a Board created by Local Act 466 (Ga.L. 1993, p. 5309) to perform the functions of election superintendent for Bartow County (sometimes hereinafter referred to as "**Board**"), **Bartow County, Georgia**, a political subdivision of the State of Georgia ("**County**"), and the **City of Euharlee, Georgia**, a municipal corporation chartered under the laws of the State of Georgia (sometimes hereinafter referred to as "**City**"), and is effective as of the date specified herein.

WHEREAS, the Board and the City desire to enter into an Agreement for the Board and its employees to conduct municipal elections for the City; and

WHEREAS, the County and the City desire to enter into an Intergovernmental Agreement relating to the conduct of elections; and

WHEREAS, the Board, County and City have reached a mutual agreement regarding the proposal; and

WHEREAS, the Board's enabling act requires approval of the County for any expenditure of funds; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the City to contract with the Board so that the Board may perform all duties of election superintendent as set forth in Chapter 2 of Title 21, with the exception of qualification of candidates and other statutory duties set forth herein; and

WHEREAS, the Board has reviewed this Agreement and did, at a regular meeting of the Board, authorize its Chairman to execute this Agreement; and

WHEREAS, the Mayor and City Council of Euharlee has reviewed this Agreement and did, at a regular meeting of the City Council, authorize its Mayor to execute this Agreement; and

WHEREAS, the Commissioner of Bartow County and did, at a regular meeting of the City Council, authorize the Commissioner to execute this Agreement;

NOW, THEREFORE, for and in consideration of the mutual benefits flowing from one party to the other, the adequacy and sufficiency of which is acknowledged, it is hereby agreed as follows:



**1. Intent/Scope**

Due to the level of knowledge and expertise required to successfully conduct modern elections, the City has asked to enter into an intergovernmental agreement with the Board to enable the Board to assume the majority of the City's statutory election responsibilities. It is the intention of the Board to assume all tasks associated with conducting the City's elections starting at the end of the qualifying period and ending with the submission of the results and records to the appropriate entities after the results are canvassed and certified, except as set forth below.

**2. Personnel Policies**

All staff used to conduct any election for the City will be hired, trained, and managed by Board using their existing personnel policies. It should be noted that as a general rule, the Board will choose not to hire or appoint existing employees of the City, except under the most dire circumstances, or in the case that the employee in question is on leave from his or her normal duties for the City.

**3. Payment for Services**

The City will be expected to reimburse the County for the costs that the County incurs while performing the City's statutory obligations, or directly pay such costs to the appropriate entity in place of the Board paying them. Payments shall be made to the County at the address set forth under Notices, below. The estimated costs that the City should expect to pay are itemized throughout the document, and summarized in paragraph 14. Of course, these estimates are for one election, without the inculcation of costs which may be potentially incurred by the City in the case of a Runoff Election, Special Election, Primary (were one to be held) or in the event of judicial action. The City will be expected to process all timesheets submitted by the Board under the terms of this agreement within thirty days, and will receive an itemized invoice for services rendered as well as other costs incurred by the Board within thirty days of the results of the election being certified which they will also be expected to pay within thirty days. In the event that the City is unable to pay the full amount of the invoice within thirty days, the Board will be willing to set up a payment schedule with the City.

**4. Statutory Duties Retained by the City**

The City will retain responsibility for the following duties:

- a. **Qualifying** – Although the Board's staff will be on hand to assist in the Qualifying process by confirming that the potential candidates meet all qualifications relating to Voter Registration, the City will be responsible for the

entire qualifying process for all partisan, non-partisan, as well as write-in candidates as is described in Article 4 of Title 21 of the Official Code of Georgia.

- b. **Voter Registration Responsibilities** – Nothing in this agreement removes any of the City’s duties as they relate to Voter Registration. The City will still be required to register voters and maintain their Official List of Registered Voters (for example by challenging voters under O.C.G.A. §21-2-228).
- c. **Appointment of the Vote Review Panel** – The City will be expected to appoint and coordinate a Vote Review Panel as is described in O.C.G.A. § 21-2-386(a)(6) and O.C.G.A. § 21-2-483(g)(2)(B). This Vote Review Panel will be required to appear in person at the Board’s Tabulation Center on Election Night at a time to be determined by the Elections Supervisor and will be expected to remain at the Tabulation Center until released by the Elections Supervisor, or his or her designee.
- d. **Changes Covered under Section 5 of the Voting Rights Act of 1965** – The City will retain all responsibility for any changes to locations or practices which are covered by the Voting Rights Act of 1965, including submission of such changes to the United States Department of Justice (DOJ) as required by the Voting Rights Act of 1965. However, the Board will be responsible for submitting the terms of this agreement, as well as any subsequent changes to DOJ for preclearance.

**5. Advertising**

The Board will advertise all of the statutory responsibilities that they are assigned by the City in accordance with the appropriate laws, rules, and judicial rulings as well as their own policies. The actual cost incurred by the Board for any advertising that is deemed necessary by the Board will be included in the final invoice to the City.

**6. Public / Media Inquiries**

The Board will interact with the public as well as the media on all matters relating to the duties that are assigned to the Board as part of this agreement. This includes instances in which the Board initiates such contact out of the belief that public education or outreach on matters relating to elections or voter registration is in the best interest of the City’s registered voters.

7. **Preparation Tasks** – The Board will assume for all tasks relating to the preparation for the Election including but not limited to: testing equipment and ballots, training poll workers, packing supplies, etc.

8. **Supplies** – The Board’s staff will procure all necessary supplies for the operation of the City’s elections. The will be responsible for the actual cost of ballots and postage, as well as a \$75 fee for miscellaneous supplies which will be used during the election cycle.

9. **Hold Harmless Board and County** - The City agrees to hold the County and Board harmless for any problems or inconsistencies in the conduct of any election for any reason other than gross negligence on the part of the Board or the Elections Supervisor.
10. **Legal Expenses** – The City will agree to pay any and all legal expenses resulting from any election, primary, runoff or special election conducted by the Board for the City, except in the case of gross negligence on the part of the Board or the Elections Supervisor. Included would be legal expenses for responding to challenges, suits and State Board of Elections reviews.
11. **Equipment** – The equipment to be used in the conduct of City elections will be provided by the Board. It will include components of the voting system which has been approved by the Board, as well as the Georgia Secretary of State’s Office to conduct County, State, and Federal Elections, as well as Laptop Computers, and will be allocated at the discretion of the Board’s Election Supervisor.
- 12. Location of Election Services**
- a. Address of each Facility to be Used
- a. Main Office of the Bartow County Board of Elections and Voter Registration (Board’s Office) – 105 N Bartow Street, Cartersville, GA 30120
  - b. Bartow County Board of Elections and Voter Registration Voting Machine Storage Building (Old Church) – 10 Elizabeth Street, Cartersville, GA 30120
  - c. Cartersville Civic Center (Civic Center) – 435 West Main Street, Cartersville GA 30120
  - d. Euharlee City Hall (City Hall) – 30 Burge’s Mill, Euharlee, GA 30145
  - e. Hamilton Crossing Gym (Gym) – 31 Beavers Drive NW, Cartersville, GA 30120
- b. **Absentee by Mail**
- a. *Definition* - Absentee by mail is a subset of Absentee Voting in which the elector requests that a ballot be sent to them through the United States Postal Service (USPS) in writing. The signature on the application, as well as the information contained in the application is verified against the information maintained by the Board. If everything matches, and the elector is entitled to vote in the City’s Election, he or she will be issued a ballot in accordance with law, rule, and policy. The voted ballot may be returned in person or by other means, and will then be accepted or rejected as is described in O.C.G.A. § 21-2-386 and stored in a secure manner until election night.
  - b. *The following locations will be used for this purpose:*

- i. The Board's Office will function as the primary location that paper absentee ballots will be requested or issued from, and where they should subsequently be returned to.
- ii. Employees of the Board located at the Civic Center, City Hall, or the Gym will be unable to accept voted paper absentee ballots except under the circumstances described in O.C.G.A. 21-2-388(1), in which case the ballot will be cancelled and the elector will be allowed to vote in person.
- iii. With any new change in responsibility, there will be those who are confused and make the simple mistake of submitting documentation to the wrong location. The employees of the City who work at City Hall are asked to make every effort to transmit such documentation to the Board's Office in a timely manner. The Election Supervisor will specify how such documentation shall be submitted. In the unfortunate event that the Board is unable to accept the documentation submitted by the City, it shall be the Board's responsibility to contact the applicant or elector in a manner consistent with law, rule, policy, and past practice.
- iv. The Old Church will not be used in this process.

**c. Absentee in Person**

- a. *Definition* -- Absentee in Person (now termed Advanced Voting in law) is the procedure set out in O.C.G.A. § 21-2-385(d)(1) by which a qualified elector may cast his or her ballot prior to Election Day. Electors who choose this option must complete both the Application for an Absentee Ballot, as well as the Oath of Absentee Elector. An employee of the Board will then verify the elector's eligibility and issue him or her a Voter Access Card. Such an elector must cast his or her ballot on a DRE Voting Machine and it should be noted that his or her right to vote in the current election cannot be challenged after his or her ballot is cast on the DRE Unit, nor can the ballot be retrieved.
- b. *The following locations will be used for this purpose:*
  - i. The Board's Office will begin receiving elector's with the intention of casting absentee ballots in person for the entire "Period of Advanced Voting" described in O.C.G.A. § 21-2-385(d)(1). Electors from any municipality which has entered into an intergovernmental agreement with the Board to conduct their elections will be able to cast an absentee ballot in person at this location.
  - ii. City Hall will begin receiving electors with the intention of casting absentee ballots in person beginning the second Monday immediately preceding the election and continue during City Hall's normally

scheduled business hours through the close of business on the following Friday. Only ballots from electors who are entitled to vote in the City's Election will be accepted at this location.

- iii. The Old Church, Civic Center, and Gym will not be used for this purpose.

**d. Election Day**

- a. *Definition* - Election Day is the day prescribed by the Official Code of Georgia as the Primary, General, Special, or Runoff Election Day. Electors wishing to cast a ballot on this day must go to his or her Election Day Polling Place as the law does not allow ballots to be cast at any other location.
- b. *The following location will be used for this purpose:*
  - i. City Hall will be open from 7:00 AM to 7:00 PM (or later) as is prescribed by law.
  - ii. The Board's Office will be staffed by the Board's permanent staff for the purpose of supporting the Election.
  - iii. The Old Church, Civic Center, and Gym will not be used for this purpose.

**e. Election Night**

- a. *Definition* - For the purposes of this document, Election Night begins at the closing of the polls on the day prescribed by the Official Code of Georgia as the Primary, General, Special, or Runoff Election Day. It encompasses, but is not limited to, the following activities:
  - i. Closing the Polls
  - ii. Posting the appropriate documentation at the Poll for public examination
  - iii. Returning the required materials to the Old Church. Which materials are required will be determined by the Elections Supervisor.
  - iv. Tabulating the Absentee Ballots.
  - v. Tabulating the Unofficial and Incomplete Election Results.
  - vi. Reporting the Results to the public and media.
  - vii. Responding to any Election Day/Night inquiries as is appropriate.
- b. *The following locations will be used for this purpose:*
  - i. The Old Church will be the main tabulation center for all results and will contain the Absentee Polling Place. Most employees of the Board will be stationed at this facility. All required materials shall be returned to this location.
  - ii. The Board's Office will be staffed by a skeleton crew (the size of which will be determined by the Election Supervisor) and will facilitate Election Night communication.



- iii. City Hall will be staffed by the same employees of the Board as during Election Day. These employees will be responsible for closing the poll, reporting the Precinct Totals to the public, and returning the required materials to the Old Church in a timely manner.

**f. Canvassing, Computation, and Certification of Returns**

- a. *Definition* – Canvassing begins the morning immediately following Election Day and is the process by which the Board audits all applicable records including, but in no way limited to:

- i. All documentation completed by the employees of the Board whose duties included issuing or accepting ballots or the handling of secure equipment. For example, this would include all oaths administered and signed for the election.
- ii. Any recapitulation sheets.
- iii. Electronic records of the DRE Units, Express Polls and GEMS Election Server.
- iv. Any documentation completed by an elector while attempting to cast his or her vote.
- v. Any and all other applicable documentation.

If any discrepancy is located during this process, the Election Supervisor is empowered to make an immediate and complete investigation of the circumstances surrounding the discrepancy and shall report his or her findings to the Board at their Certification Meeting. The Board shall be responsible for taking appropriate action based on the Election Supervisor's findings.

The Certification Meeting will take place in the Old Church at a time to be determined by the Election Supervisor, with the advice of the Board, on the Friday immediately following Election Day. The Board will then forward all records of the Election to the appropriate parties.

- b. *The following location will be used for this purpose:*
  - i. The Old Church will be the sole location for any activity described in this section and will be open to the public while such activity is in progress.
  - ii. The Board's Office, Civic Center, Gym, and City Hall will not be used for this purpose.

**13. Staffing and Payroll by Location and Task**

**a. Payroll for Board and their Permanent Employees**

During the time that the Board and their permanent employees are preparing for and conducting an Election on behalf of the City, they will be paid through the

customary payroll process through the Bartow County Department of Human Resources. Due to the inherent difficulties of separating the time spent on different Election tasks between different entities, the City will be expected to reimburse the County for the Board's as well as their permanent employee's time and expertise in the form of a set fee (County Fee).

**b. Board's Office**

*i. Election Preparation*

1. Staff – Only permanent employees of the Board will be assigned to this process. No temporary staff will be hired to assist with this process.
2. Payroll – The City will reimburse the Board for time spent on this process through the County Fee.

*ii. Absentee By Mail*

1. Staff – Only permanent employees of the Board will be assigned to this process. No temporary staff will be hired to assist with this process.
2. Payroll – The City will reimburse the Board for time spent on this process through the County Fee.

*iii. Absentee In Person*

1. Staff – A staff of three temporary employees will be hired by the Board to issue and receive absentee ballots in person at this location.
2. Payroll – As these employees will be shared between all municipalities who have agreements with the Board to conduct their elections, the Board will pay these employees initially and each of the municipalities will be expected to reimburse the Board for their part of this cost. The cost that each municipality will be expected to pay will be determined using the formula

$$\text{Individual Municipal Cost} = \frac{\text{Total Personnel Cost} \left( \frac{\text{Number of Ballots Cast for Municipality}}{\text{Total \# of Ballots Cast}} \right)}{1}$$

Please note that this formula will be used to compute the cost to the municipality of only the staff at this location.

*iv. Election Day*

1. Staff – Only permanent employees of the Board will be assigned to this process. No temporary staff will be hired to assist with this process.
2. Payroll – The City will reimburse the Board for time spent on this process through the County Fee.

v. *Election Night*

1. Staff – Only permanent employees of the Board will be assigned to this process. No temporary staff will be hired to assist with this process.
2. Payroll – The City will reimburse the Board for time spent on this process through the County Fee.

vi. *Computation, Canvassing, and Certification*

1. Staff – Only permanent employees of the Board will be assigned to this process. No temporary staff will be hired to assist with this process.
2. Payroll – The City will reimburse the Board for time spent on this process through the County Fee.

**c. The Old Church**

i. *Election Preparation*

1. Staff – Only permanent employees of the Board will be assigned to this process. No temporary staff will be hired to assist with this process.
2. Payroll – The City will reimburse the Board for time spent on this process through the County Fee.

ii. *Election Night*

1. Staff – Only permanent employees of the Board will be assigned to this process. No temporary staff will be hired to assist with this process.
2. Payroll – The City will reimburse the Board for time spent on this process through the County Fee.

iii. *Computation, Canvassing, and Certification*

1. Staff – Only permanent employees of the Board will be assigned to this process. No temporary staff will be hired to assist with this process.
2. Payroll – The City will reimburse the Board for time spent on this process through the County Fee.

**d. City Hall**

i. *Absentee In Person*

1. Staff – A staff of one Poll Manager earning \$150 per day, two Assistant Managers earning \$100 per day, and one clerk earning \$8.50 per hour with an upper limit of 40 hours.

2. Payroll – As these employees are working on solely working on behalf of the City, their timesheets will be submitted by the Board to the City for processing and payment.

*ii. Election Day-Election Night*

1. Staff – A staff of one Poll Manager earning \$200, two Assistant Managers earning \$150, and one clerk earning \$8.50 per hour.
2. Payroll – As these employees are working on solely working on behalf of the City, their timesheets will be submitted by the Board to the City for processing and payment.

**14. Cost Estimate Worksheet**

The worksheet below sets forth an estimate of the costs of a single election. Such costs are variable and this is not a maximum price. Such costs would also be incurred for any runoff, special election or primary. The City agrees to pay actual costs of conducting regular elections, primaries, runoffs and special elections on the basis set forth above in the preceding paragraphs.

<b>Personnel</b>	<b>Amount</b>	<b>Comments</b>
Absentee in Person (Cartersville)	\$300	Estimated using 5% as the percentage
Absentee in Person (Euharlee)	\$2,090	
Election Day	\$619	
Absentee Poll Crew	\$50	
Training	\$100	Each worker receives \$10 for training
 <b>Supplies</b>		
Postage	\$25	
Miscellaneous Supplies	\$75	
Ballots	\$150	
 <b>County Fee</b>	 \$1,000	
 <b>Estimated Total per Election or Runoff</b>	 \$4,409	

**15. Notices.**

Official notices, payments and correspondence to the County shall be delivered in person or transmitted via U. S. Mail, postage prepaid addressed to the County Administrator of Bartow County at Suite 251, 135 West Cherokee Avenue, Cartersville, Georgia 30120. Official notices and correspondence to the Board shall be delivered in person or transmitted via U. S. Mail, postage prepaid addressed to the Elections Supervisor at Suite

106, 135 West Cherokee Avenue, Cartersville, Georgia 30120. Official notices and correspondence to Emerson shall be delivered in person or transmitted via U.S. Mail postage prepaid, addressed to the City Clerk of Emerson, at P.O. Box 300, Emerson, GA 30137.

**16. Effective Date; Term**

This Agreement shall be effective September 1, 2011 or upon the date of the last signature by either party, whichever is later. This Agreement shall expire annually on December 31 of each year and be automatically renewed, for a maximum of ten (10) years. Either party may terminate the agreement at any time, with ninety days written notice.

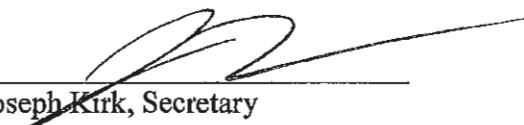
**17. Entire Agreement.**

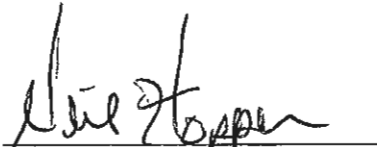
This Agreement contains all the terms and conditions and represents the entire Agreement between the parties and supersedes any pre-existing Agreement related to the Facility. Any alteration of this Agreement shall be invalid unless made by an amendment in writing, duly executed by the parties. There are no understandings, representations, or agreements, written or oral other than those contained in this Agreement.

IN WITNESS WHEREOF, the Board, County and City have caused this Agreement to be duly executed by their proper officers and attested with their corporate seals affixed hereto as set forth in duplicate originals.

**Attest:**

**BARTOW COUNTY BOARD OF  
ELECTIONS AND REGISTRATION**

  
\_\_\_\_\_  
Joseph Kirk, Secretary

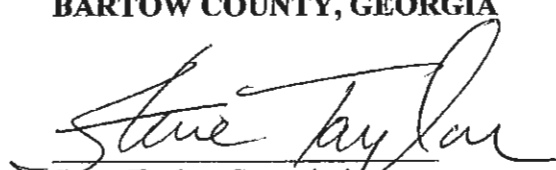
  
\_\_\_\_\_  
Neil Hopper, Chairman

Date: August 17, 2013

**Attest:**

**BARTOW COUNTY, GEORGIA**

  
\_\_\_\_\_  
Kathy Gil, County Clerk

  
\_\_\_\_\_  
Steve Taylor, Commissioner

Date: 9/12/2013



**Attest:**

**CITY OF EUHARLEE, GA**

Carolyn Banks  
Carolyn Banks, City Clerk

Kathy Foulk  
Kathy Foulk, Mayor

Date: 07-02-2013

**A RESOLUTION OF THE COMMISSIONER OF BARTOW COUNTY FOR THE PURPOSE OF AMENDING THE INTERGOVERNMENTAL AGREEMENT WITH THE BARTOW COUNTY BOARD OF ELECTIONS AND REGISTRATION AND THE CITY OF KINGSTON FOR THE CONDUCT OF ELECTIONS; AND FOR OTHER PURPOSES AT THE REGULAR MEETING OF THE COMMISSIONER OF BARTOW COUNTY HELD ON THE 4<sup>TH</sup> DAY OF OCTOBER, 2017.**

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**WHEREAS**, on or about September of 2016, Bartow County entered into an Intergovernmental Agreement with the Bartow County Board of Elections and Registration and also the City of Kingston ("City"), which Agreement governed the conduct of city elections by the staff of the Board, which Agreement is authorized by OCGA Sec. 2-2-45 and the Georgia Constitution; and

**WHEREAS**, the parties desire to amend the terms of the Intergovernmental Agreement, to update pay scales and pay practices and make other changes to improve the delivery of services to the City; and

**WHEREAS**, the Commissioner has determined it is in the best interests of the public health, safety and welfare to adopt the amendments set forth below;

**NOW THEREFORE BE IT RESOLVED, AND IT IS HEREBY RESOLVED**, by virtue of the authority vested in the Commissioner by law, that the "Agreement for the Conduct of Elections between the Bartow County Board of Elections and Registration, Bartow County, Georgia and the City of Kingston" adopted on or about September 2016 is amended as follows:

- A. The Board will no longer submit timesheets to the City for payment of certain employees of the Board acting solely on behalf of the City. The Board will pay all employees directly and the City will reimburse the Board as part of final invoice from the county. This amends the provisions of Paragraph 13.
- B. The address for the Board's Office has changed to 1300 Joe Frank Harris Pkwy., Cartersville, GA 30120. This amends provisions of Paragraphs 12 and 15.
- C. All references to the Old Church should be removed from the agreement. All services previously provided by the Board at the Old Church will now be provided at the Board's Office, 1300 Joe Frank Harris Pkwy., Cartersville, GA 30120. This amends provisions of Paragraphs 12 and 13.
- D. All references to individual casting absentee ballots in person at Kingston City Hall shall be removed from the agreement.
- E. The Board shall utilize permanent as well as temporary staff for all preparation, absentee, and consolidation tasks which occur at the Board's Office at the Election Supervisor's discretion. The City will reimburse the Board for these employees through the County Fee. This amends provisions of Paragraphs 12 and 13.
- F. In the event that there is a regular or special election which requires the county to open City Hall to receive voters, the Board will not charge the City for conducting their election. This amends provisions of Paragraphs 12 and 13.

- G. Each temporary employee of the Board shall receive the Board's standard training pay rate of \$20 plus \$10 per hour for legally required training. This amends the provisions of Paragraph 13.
- H. All references to poll worker pay rates shall be changed to the following. This amends the provisions of Paragraph 13.

Position	Old Pay Rate	New Pay Rate
Election Day Poll Manager	\$200 / Day	\$250 / Day
Election Day Assistant Manager	\$150 / Day	\$200 / Day
Clerk	\$8.50 / Hour	\$12.00 / Hour

- I. The Cost Estimate Worksheet, as set forth in Paragraph 14, shall be changed to the following:

Item	Old Estimate	New Estimate
<b>Personnel</b>		
Absentee in Person (Cartersville)	\$300	\$300
Election Day	\$619	\$818
Absentee Poll Crew	\$50	\$100
Training	\$100	\$200
<b>Supplies</b>		
Postage	\$25	\$25
Miscellaneous Supplies	\$75	\$75
Ballots	\$150	\$150
<b>County Fee</b>	<b>\$1,000</b>	<b>\$1,000</b>
<b>Total</b>	<b>\$2,319</b>	<b>\$2,668</b>

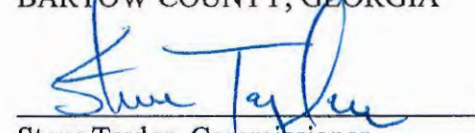
If there is any conflict between the language of the original Agreement and this Amendment, the Amendment shall control.

**SO RESOLVED AND ADOPTED** this 4<sup>th</sup> day of October, 2017.

ATTEST:

BARTOW COUNTY, GEORGIA

  
 Kathy Gill, County Clerk

  
 Steve Taylor, Commissioner



**AGREEMENT  
FOR THE CONDUCT OF ELECTIONS  
BETWEEN**

THE BARTOW COUNTY BOARD OF ELECTIONS AND REGISTRATION,  
BARTOW COUNTY, GEORGIA,  
and  
THE CITY OF KINGSTON.

THIS AGREEMENT is made and entered into by and between the **Bartow County Board of Elections and Registration**, a Board created by Local Act 466 (Ga.L. 1993, p. 5309) to perform the functions of election superintendent for Bartow County (sometimes hereinafter referred to as "**Board**"), **Bartow County, Georgia**, a political subdivision of the State of Georgia ("**County**"), and the **City of Kingston, Georgia**, a municipal corporation chartered under the laws of the State of Georgia (sometimes hereinafter referred to as "**City**"), and is effective as of the date specified herein.

WHEREAS, the Board and the City desire to enter into an Agreement for the Board and its employees to conduct municipal elections for the City; and

WHEREAS, the County and the City desire to enter into an Intergovernmental Agreement relating to the conduct of elections; and

WHEREAS, the Board, County and City have reached a mutual agreement regarding the proposal; and

WHEREAS, the Board's enabling act requires approval of the County for any expenditure of funds; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the City to contract with the Board so that the Board may perform all duties of election superintendent as set forth in Chapter 2 of Title 21, with the exception of qualification of candidates and other statutory duties set forth herein; and

WHEREAS, the Board has reviewed this Agreement and did, at a regular meeting of the Board, authorize its Chairman to execute this Agreement; and

WHEREAS, the Mayor and City Council of Kingston has reviewed this Agreement and did, at a regular meeting of the City Council, authorize its Mayor to execute this Agreement; and

WHEREAS, the Commissioner of Bartow County and did, at a regular meeting of the City Council, authorize the Commissioner to execute this Agreement;

NOW, THEREFORE, for and in consideration of the mutual benefits flowing from one party to the other, the adequacy and sufficiency of which is acknowledged, it is hereby agreed as follows:

**1. Intent/Scope**

Due to the level of knowledge and expertise required to successfully conduct modern elections, the City has asked to enter into an intergovernmental agreement with the Board to enable the Board to assume the majority of the City's statutory election responsibilities. It is the intention of the Board to assume all tasks associated with conducting the City's elections starting at the end of the qualifying period and ending with the submission of the results and records to the appropriate entities after the results are canvassed and certified, except as set forth below.

**2. Personnel Policies**

All staff used to conduct any election for the City will be hired, trained, and managed by Board using their existing personnel policies. It should be noted that as a general rule, the Board will choose not to hire or appoint existing employees of the City, except under the most dire circumstances, or in the case that the employee in question is on leave from his or her normal duties for the City.

**3. Payment for Services**

The City will be expected to reimburse the County for the costs that the County incurs while performing the City's statutory obligations, or directly pay such costs to the appropriate entity in place of the Board paying them. Payments shall be made to the County at the address set forth under Notices, below. The estimated costs that the City should expect to pay are itemized throughout the document, and summarized in paragraph 14. Of course, these estimates are for one election, without the inculcation of costs which may be potentially incurred by the City in the case of a Runoff Election, Special Election, Primary (were one to be held) or in the event of judicial action. The City will be expected to process all timesheets submitted by the Board under the terms of this agreement within thirty days, and will receive an itemized invoice for services rendered as well as other costs incurred by the Board within thirty days of the results of the election being certified which they will also be expected to pay within thirty days. In the event that the City is unable to pay the full amount of the invoice within thirty days, the Board will be willing to set up a payment schedule with the City.

**4. Statutory Duties Retained by the City**

The City will retain responsibility for the following duties:

- a. **Qualifying** – Although the Board's staff will be on hand to assist in the Qualifying process by confirming that the potential candidates meet all qualifications relating to Voter Registration, the City will be responsible for the



entire qualifying process for all partisan, non-partisan, as well as write-in candidates as is described in Article 4 of Title 21 of the Official Code of Georgia.

- b. **Voter Registration Responsibilities** – Nothing in this agreement removes any of the City’s duties as they relate to Voter Registration. The City will still be required to register voters and maintain their Official List of Registered Voters (for example by challenging voters under O.C.G.A. §21-2-228).
- c. **Appointment of the Vote Review Panel** – The City will be expected to appoint and coordinate a Vote Review Panel as is described in O.C.G.A. § 21-2-386(a)(6) and O.C.G.A. § 21-2-483(g)(2)(B). This Vote Review Panel will be required to appear in person at the Board’s Tabulation Center on Election Night at a time to be determined by the Elections Supervisor and will be expected to remain at the Tabulation Center until released by the Elections Supervisor, or his or her designee.
- d. **Changes Covered under Section 5 of the Voting Rights Act of 1965** – The City will retain all responsibility for any changes to locations or practices which are covered by the Voting Rights Act of 1965, including submission of such changes to the United States Department of Justice (DOJ) as required by the Voting Rights Act of 1965. However, the Board will be responsible for submitting the terms of this agreement, as well as any subsequent changes to DOJ for preclearance.

**5. Advertising**

The Board will advertise all of the statutory responsibilities that they are assigned by the City in accordance with the appropriate laws, rules, and judicial rulings as well as their own policies. The actual cost incurred by the Board for any advertising that is deemed necessary by the Board will be included in the final invoice to the City.

**6. Public / Media Inquiries**

The Board will interact with the public as well as the media on all matters relating to the duties that are assigned to the Board as part of this agreement. This includes instances in which the Board initiates such contact out of the belief that public education or outreach on matters relating to elections or voter registration is in the best interest of the City’s registered voters.

- 7. **Preparation Tasks** – The Board will assume for all tasks relating to the preparation for the Election including but not limited to: testing equipment and ballots, training poll workers, packing supplies, etc.

- 8. **Supplies** – The Board’s staff will procure all necessary supplies for the operation of the City’s elections. The will be responsible for the actual cost of ballots and postage, as well as a \$75 fee for miscellaneous supplies which will be used during the election cycle.

9. **Hold Harmless Board and County** - The City agrees to hold the County and Board harmless for any problems or inconsistencies in the conduct of any election for any reason other than gross negligence on the part of the Board or the Elections Supervisor.
10. **Legal Expenses** – The City will agree to pay any and all legal expenses resulting from any election, primary, runoff or special election conducted by the Board for the City, except in the case of gross negligence on the part of the Board or the Elections Supervisor. Included would be legal expenses for responding to challenges, suits and State Board of Elections reviews.
11. **Equipment** – The equipment to be used in the conduct of City elections will be provided by the Board. It will include components of the voting system which has been approved by the Board, as well as the Georgia Secretary of State’s Office to conduct County, State, and Federal Elections, as well as Laptop Computers, and will be allocated at the discretion of the Board’s Election Supervisor.
12. **Location of Election Services**
  - a. Address of each Facility to be Used
    - a. Main Office of the Bartow County Board of Elections and Voter Registration (Board’s Office) – 105 N Bartow Street, Cartersville, GA 30120
    - b. Bartow County Board of Elections and Voter Registration Voting Machine Storage Building (Old Church) – 10 Elizabeth Street, Cartersville, GA 30120
    - c. Cartersville Civic Center (Civic Center) – 435 West Main Street, Cartersville GA 30120
    - d. Kingston City Hall (City Hall) – 30 West Main Street, Kingston, GA 30145
  - b. **Absentee by Mail**
    - a. *Definition* - Absentee by mail is a subset of Absentee Voting in which the elector requests that a ballot be sent to them through the United States Postal Service (USPS) in writing. The signature on the application, as well as the information contained in the application is verified against the information maintained by the Board. If everything matches, and the elector is entitled to vote in the City’s Election, he or she will be issued a ballot in accordance with law, rule, and policy. The voted ballot may be returned in person or by other means, and will then be accepted or rejected as is described in O.C.G.A. § 21-2-386 and stored in a secure manner until election night.
    - b. *The following locations will be used for this purpose:*

- i. The Board's Office will function as the primary location that paper absentee ballots will be requested or issued from, and where they should subsequently be returned to.
- ii. Employees of the Board located at the Civic Center, or City Hall will be unable to accept voted paper absentee ballots except under the circumstances described in O.C.G.A. 21-2-388(1), in which case the ballot will be cancelled and the elector will be allowed to vote in person.
- iii. With any new change in responsibility, there will be those who are confused and make the simple mistake of submitting documentation to the wrong location. The employees of the City who work at City Hall are asked to make every effort to transmit such documentation to the Board's Office in a timely manner. The Election Supervisor will specify how such documentation shall be submitted. In the unfortunate event that the Board is unable to accept the documentation submitted by the City, it shall be the Board's responsibility to contact the applicant or elector in a manner consistent with law, rule, policy, and past practice.
- iv. The Old Church will not be used in this process.

**c. Absentee in Person**

- a. *Definition* – Absentee in Person (now termed Advanced Voting in law) is the procedure set out in O.C.G.A. § 21-2-385(d)(1) by which a qualified elector may cast his or her ballot prior to Election Day. Electors who choose this option must complete both the Application for an Absentee Ballot, as well as the Oath of Absentee Elector. An employee of the Board will then verify the elector's eligibility and issue him or her a Voter Access Card. Such an elector must cast his or her ballot on a DRE Voting Machine and it should be noted that his or her right to vote in the current election cannot be challenged after his or her ballot is cast on the DRE Unit, nor can the ballot be retrieved.
- b. *The following locations will be used for this purpose:*
  - i. The Board's Office will begin receiving elector's with the intention of casting absentee ballots in person for the entire "Period of Advanced Voting" described in O.C.G.A. § 21-2-385(d)(1). Electors from any municipality which has entered into an intergovernmental agreement with the Board to conduct their elections will be able to cast an absentee ballot in person at this location.
  - ii. City Hall will begin receiving electors with the intention of casting absentee ballots in person beginning the second Monday immediately preceding the election and continue during City Hall's normally

scheduled business hours through the close of business on the following Friday. Only ballots from electors who are entitled to vote in the City's Election will be accepted at this location.

iii. The Old Church and Civic Center will not be used for this purpose.

**d. Election Day**

- a. *Definition* - Election Day is the day prescribed by the Official Code of Georgia as the Primary, General, Special, or Runoff Election Day. Electors wishing to cast a ballot on this day must go to his or her Election Day Polling Place as the law does not allow ballots to be cast at any other location.
- b. *The following location will be used for this purpose:*
  - i. City Hall will be open from 7:00 AM to 7:00 PM (or later) as is prescribed by law.
  - ii. The Board's Office will be staffed by the Board's permanent staff for the purpose of supporting the Election.
  - iii. The Old Church and Civic Center will not be used for this purpose.

**e. Election Night**

- a. *Definition* – For the purposes of this document, Election Night begins at the closing of the polls on the day prescribed by the Official Code of Georgia as the Primary, General, Special, or Runoff Election Day. It encompasses, but is not limited to, the following activities:
  - i. Closing the Polls
  - ii. Posting the appropriate documentation at the Poll for public examination
  - iii. Returning the required materials to the Old Church. Which materials are required will be determined by the Elections Supervisor.
  - iv. Tabulating the Absentee Ballots.
  - v. Tabulating the Unofficial and Incomplete Election Results.
  - vi. Reporting the Results to the public and media.
  - vii. Responding to any Election Day/Night inquiries as is appropriate.
- b. *The following locations will be used for this purpose:*
  - i. The Old Church will be the main tabulation center for all results and will contain the Absentee Polling Place. Most employees of the Board will be stationed at this facility. All required materials shall be returned to this location.
  - ii. The Board's Office will be staffed by a skeleton crew (the size of which will be determined by the Election Supervisor) and will facilitate Election Night communication.
  - iii. City Hall will be staffed by the same employees of the Board as during Election Day. These employees will be responsible for closing the

poll, reporting the Precinct Totals to the public, and returning the required materials to the Old Church in a timely manner.

**f. Canvassing, Computation, and Certification of Returns**

a. *Definition* – Canvassing begins the morning immediately following Election Day and is the process by which the Board audits all applicable records including, but in no way limited to:

- i. All documentation completed by the employees of the Board whose duties included issuing or accepting ballots or the handling of secure equipment. For example, this would include all oaths administered and signed for the election.
- ii. Any recapitulation sheets.
- iii. Electronic records of the DRE Units, Express Polls and GEMS Election Server.
- iv. Any documentation completed by an elector while attempting to cast his or her vote.
- v. Any and all other applicable documentation.

If any discrepancy is located during this process, the Election Supervisor is empowered to make an immediate and complete investigation of the circumstances surrounding the discrepancy and shall report his or her findings to the Board at their Certification Meeting. The Board shall be responsible for taking appropriate action based on the Election Supervisor's findings.

The Certification Meeting will take place in the Old Church at a time to be determined by the Election Supervisor, with the advice of the Board, on the Friday immediately following Election Day. The Board will then forward all records of the Election to the appropriate parties.

b. *The following location will be used for this purpose:*

- i. The Old Church will be the sole location for any activity described in this section and will be open to the public while such activity is in progress.
- ii. The Board's Office, Civic Center, and City Hall will not be used for this purpose.

**13. Staffing and Payroll by Location and Task**

**a. Payroll for Board and their Permanent Employees**

During the time that the Board and their permanent employees are preparing for and conducting an Election on behalf of the City, they will be paid through the customary payroll process through the Bartow County Department of Human Resources. Due to the inherent difficulties of separating the time spent on



different Election tasks between different entities, the City will be expected to reimburse the County for the Board's as well as their permanent employee's time and expertise in the form of a set fee (County Fee).

**b. Board's Office**

*i. Election Preparation*

1. Staff – Only permanent employees of the Board will be assigned to this process. No temporary staff will be hired to assist with this process.
2. Payroll – The City will reimburse the Board for time spent on this process through the County Fee.

*ii. Absentee By Mail*

1. Staff – Only permanent employees of the Board will be assigned to this process. No temporary staff will be hired to assist with this process.
2. Payroll – The City will reimburse the Board for time spent on this process through the County Fee.

*iii. Absentee In Person*

1. Staff – A staff of three temporary employees will be hired by the Board to issue and receive absentee ballots in person at this location.
2. Payroll – As these employees will be shared between all municipalities who have agreements with the Board to conduct their elections, the Board will pay these employees initially and each of the municipalities will be expected to reimburse the Board for their part of this cost. The cost that each municipality will be expected to pay will be determined using the formula

$$\text{Individual Municipal Cost} = \text{Total Personnel Cost} \left( \frac{\text{Number of Ballots Cast for Municipality}}{\text{Total \# of Ballots Cast}} \right).$$

Please note that this formula will be used to compute the cost to the municipality of only the staff at this location.

*iv. Election Day*

1. Staff – Only permanent employees of the Board will be assigned to this process. No temporary staff will be hired to assist with this process.
2. Payroll – The City will reimburse the Board for time spent on this process through the County Fee.

v. *Election Night*

1. Staff – Only permanent employees of the Board will be assigned to this process. No temporary staff will be hired to assist with this process.
2. Payroll – The City will reimburse the Board for time spent on this process through the County Fee.

vi. *Computation, Canvassing, and Certification*

1. Staff – Only permanent employees of the Board will be assigned to this process. No temporary staff will be hired to assist with this process.
2. Payroll – The City will reimburse the Board for time spent on this process through the County Fee.

**c. The Old Church**

i. *Election Preparation*

1. Staff – Only permanent employees of the Board will be assigned to this process. No temporary staff will be hired to assist with this process.
2. Payroll – The City will reimburse the Board for time spent on this process through the County Fee.

ii. *Election Night*

1. Staff – Only permanent employees of the Board will be assigned to this process. No temporary staff will be hired to assist with this process.
2. Payroll – The City will reimburse the Board for time spent on this process through the County Fee.

iii. *Computation, Canvassing, and Certification*

1. Staff – Only permanent employees of the Board will be assigned to this process. No temporary staff will be hired to assist with this process.
2. Payroll – The City will reimburse the Board for time spent on this process through the County Fee.

**d. City Hall**

i. *Election Day-Election Night*

1. Staff – A staff of one Poll Manager earning \$200, two Assistant Managers earning \$150, and one clerk earning \$8.50 per hour.
2. Payroll – As these employees are working on solely working on behalf of the City, their timesheets will be submitted by the Board to the City for processing and payment.

**14. Cost Estimate Worksheet**

The worksheet below sets forth an estimate of the costs of a single election. Such costs are variable and this is not a maximum price. Such costs would also be incurred for any runoff, special election or primary. The City agrees to pay actual costs of conducting regular elections, primaries, runoffs and special elections on the basis set forth above in the preceding paragraphs.

<b>Personnel</b>	<b>Amount</b>	<b>Comments</b>
Absentee in Person (Cartersville)	\$300	
Election Day	\$619	
Absentee Poll Crew	\$50	
Training	\$100	Each worker receives \$10 for training
<b>Supplies</b>		
Postage	\$25	
Miscellaneous Supplies	\$75	
Ballots	\$150	
<b>County Fee</b>	\$1,000	
<b>Estimated Total per Election or Runoff</b>	\$2,319	

**15. Notices.**

Official notices, payments and correspondence to the County shall be delivered in person or transmitted via U. S. Mail, postage prepaid addressed to the County Administrator of Bartow County at Suite 251, 135 West Cherokee Avenue, Cartersville, Georgia 30120. Official notices and correspondence to the Board shall be delivered in person or transmitted via U. S. Mail, postage prepaid addressed to the Elections Supervisor at Suite 106, 135 West Cherokee Avenue, Cartersville, Georgia 30120. Official notices and correspondence to Kingston shall be delivered in person or transmitted via U.S. Mail postage prepaid, addressed to the City Clerk of Kingston, at P.O. Box 309, Kingston, Georgia 30145.

**16. Effective Date; Term**

This Agreement shall be effective September 9, 2016<sup>343</sup> or upon the date of the last signature by either party, whichever is later. This Agreement shall expire annually on December 31 of each year and be automatically renewed, for a maximum of ten (10) years. Either party may terminate the agreement at any time, with ninety days written notice.

**17. Entire Agreement.**

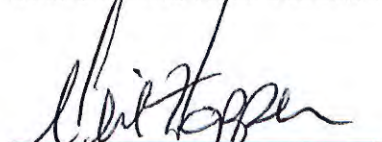
This Agreement contains all the terms and conditions and represents the entire Agreement between the parties and supersedes any pre-existing Agreement related to the Facility. Any alteration of this Agreement shall be invalid unless made by an amendment in writing, duly executed by the parties. There are no understandings, representations, or agreements, written or oral other than those contained in this Agreement.

IN WITNESS WHEREOF, the Board, County and City have caused this Agreement to be duly executed by their proper officers and attested with their corporate seals affixed hereto as set forth in duplicate originals.

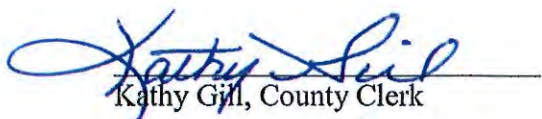
**Attest:**

  
\_\_\_\_\_  
Joseph Kirk, Elections Supervisor  
Date: 9/14/16

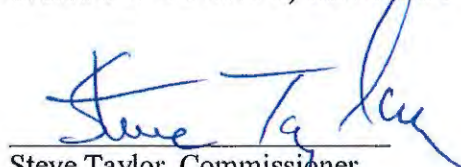
**BARTOW COUNTY BOARD OF ELECTIONS AND REGISTRATION**

  
\_\_\_\_\_  
Neil Hopper, Chairman


**Attest:**

  
\_\_\_\_\_  
Kathy Gill, County Clerk  
Date: 9/14/2016

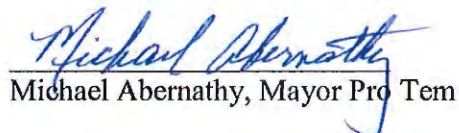
**BARTOW COUNTY, GEORGIA**

  
\_\_\_\_\_  
Steve Taylor, Commissioner

**Attest:**

  
\_\_\_\_\_  
Kelly L. Ensley, City Clerk  
Date: Sept 9, 2016

**CITY OF KINGSTON, GA**

  
\_\_\_\_\_  
Michael Abernathy, Mayor Pro Tem

A RESOLUTION OF THE COMMISSIONER OF BARTOW COUNTY FOR THE PURPOSE OF **AMENDING THE INTERGOVERNMENTAL AGREEMENT WITH THE BARTOW COUNTY BOARD OF ELECTIONS AND REGISTRATION AND THE CITY OF TAYLORSVILLE FOR THE CONDUCT OF ELECTIONS**; AND FOR OTHER PURPOSES AT THE REGULAR MEETING OF THE COMMISSIONER OF BARTOW COUNTY HELD ON THE 4<sup>TH</sup> DAY OF OCTOBER, 2017.

---

**WHEREAS**, on or about July of 2015, Bartow County entered into an Intergovernmental Agreement with the Bartow County Board of Elections and Registration and also the City of Taylorsville ("City"), which Agreement governed the conduct of city elections by the staff of the Board, which Agreement is authorized by OCGA Sec. 2-2-45 and the Georgia Constitution; and

**WHEREAS**, the parties desire to amend the terms of the Intergovernmental Agreement, to update pay scales and pay practices and make other changes to improve the delivery of services to the City; and

**WHEREAS**, the Commissioner has determined it is in the best interests of the public health, safety and welfare to adopt the amendments set forth below;

**NOW THEREFORE BE IT RESOLVED**, AND IT IS HEREBY RESOLVED, by virtue of the authority vested in the Commissioner by law, that the "Agreement for the Conduct of Elections between the Bartow County Board of Elections and Registration, Bartow County, Georgia and the City of Taylorsville" adopted on or about July 2015 is amended as follows:

- A. The Board will no longer submit timesheets to the City for payment of certain employees of the Board acting solely on behalf of the City. The Board will pay all employees directly and the City will reimburse the Board as part of final invoice from the county. This amends the provisions of Paragraph 13.
- B. In the event that there is a regular or special election which requires the Board to open the City Hall to receive voters, the Board will not charge the City for conducting their election. This amends provisions of Paragraphs 12 and 13.
- C. Each temporary employee of the Board shall receive the Board's standard training pay rate of \$20 plus \$10 per hour for legally required training. This amends the provisions of Paragraph 13.
- D. All references to poll worker pay rates shall be changed to the following. This amends the provisions of Paragraph 13.

Position	Old Pay Rate	New Pay Rate
Election Day Poll Manager	\$200 / Day	\$250 / Day
Election Day Assistant Manager	\$150 / Day	\$200 / Day
Clerk	\$8.50 / Hour	\$12.00 / Hour



E. The Cost Estimate Worksheet, as set forth in Paragraph 14, shall be changed to the following:

Item	Old Estimate	New Estimate
<b>Personnel</b>		
Absentee in Person (Cartersville)	\$300	\$300
Election Day	\$619	\$818
Absentee Poll Crew	\$50	\$100
Training	\$100	\$200
<b>Supplies</b>		
Postage	\$25	\$25
Miscellaneous Supplies	\$75	\$75
Ballots	\$150	\$150
<b>County Fee</b>		
	\$1,000	\$1,000
<b>Total</b>	<b>\$2,319</b>	<b>\$2,668</b>

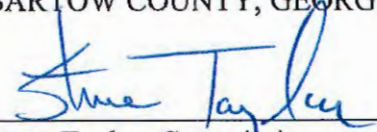
If there is any conflict between the language of the original Agreement and this Amendment, the Amendment shall control.

**SO RESOLVED AND ADOPTED** this 4<sup>th</sup> day of October, 2017.

ATTEST:

BARTOW COUNTY, GEORGIA

  
\_\_\_\_\_  
Kathy Gill, County Clerk

  
\_\_\_\_\_  
Steve Taylor, Commissioner

**AGREEMENT  
FOR THE CONDUCT OF ELECTIONS  
BETWEEN**

THE BARTOW COUNTY BOARD OF ELECTIONS AND REGISTRATION,  
BARTOW COUNTY, GEORGIA,  
and  
THE CITY OF TAYLORSVILLE.

THIS AGREEMENT is made and entered into by and between the **Bartow County Board of Elections and Registration**, a Board created by Local Act 466 (Ga.L. 1993, p. 5309) to perform the functions of election superintendent for Bartow County (sometimes hereinafter referred to as "**Board**"), **Bartow County, Georgia**, a political subdivision of the State of Georgia ("**County**"), and the **City of Taylorsville, Georgia**, a municipal corporation chartered under the laws of the State of Georgia (sometimes hereinafter referred to as "**City**"), and is effective as of the date specified herein.

WHEREAS, the Board and the City desire to enter into an Agreement for the Board and its employees to conduct municipal elections for the City; and

WHEREAS, the County and the City desire to enter into an Intergovernmental Agreement relating to the conduct of elections; and

WHEREAS, the Board, County and City have reached a mutual agreement regarding the proposal; and

WHEREAS, the Board's enabling act requires approval of the County for any expenditure of funds; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the City to contract with the Board so that the Board may perform all duties of election superintendent as set forth in Chapter 2 of Title 21, with the exception of qualification of candidates and other statutory duties set forth herein; and

WHEREAS, the Board has reviewed this Agreement and did, at a regular meeting of the Board, authorize its Chairman to execute this Agreement; and

WHEREAS, the Mayor and City Council of Taylorsville has reviewed this Agreement and did, at a regular meeting of the City Council, authorize its Mayor to execute this Agreement; and

WHEREAS, the Commissioner of Bartow County and did, at a regular meeting, authorize the Commissioner to execute this Agreement;

NOW, THEREFORE, for and in consideration of the mutual benefits flowing from one party to the other, the adequacy and sufficiency of which is acknowledged, it is hereby agreed as follows:



**1. Intent/Scope**

Due to the level of knowledge and expertise required to successfully conduct modern elections, the City has asked to enter into an intergovernmental agreement with the Board to enable the Board to assume the majority of the City's statutory election responsibilities. It is the intention of the Board to assume all tasks associated with conducting the City's elections starting at the end of the qualifying period and ending with the submission of the results and records to the appropriate entities after the results are canvassed and certified, except as set forth below.

**2. Personnel Policies**

All staff used to conduct any election for the City will be hired, trained, and managed by Board using their existing personnel policies. It should be noted that as a general rule, the Board will choose not to hire or appoint existing employees of the City, except under the most dire circumstances, or in the case that the employee in question is on leave from his or her normal duties for the City.

**3. Payment for Services**

The City will be expected to reimburse the County for the costs that the County incurs while performing the City's statutory obligations, or directly pay such costs to the appropriate entity in place of the Board paying them. Payments shall be made to the County at the address set forth under Notices, below. The estimated costs that the City should expect to pay are itemized throughout the document, and summarized in paragraph 14. Of course, these estimates are for one election, without the inculcation of costs which may be potentially incurred by the City in the case of a Runoff Election, Special Election, Primary (were one to be held) or in the event of judicial action. The City will be expected to process all timesheets submitted by the Board under the terms of this agreement within thirty days, and will receive an itemized invoice for services rendered as well as other costs incurred by the Board within thirty days of the results of the election being certified which they will also be expected to pay within thirty days. In the event that the City is unable to pay the full amount of the invoice within thirty days, the Board will be willing to set up a payment schedule with the City.

**4. Statutory Duties Retained by the City**

The City will retain responsibility for the following duties:

- a. **Qualifying** – Although the Board's staff will be on hand to assist in the Qualifying process by confirming that the potential candidates meet all qualifications relating to Voter Registration, the City will be responsible for the

entire qualifying process for all partisan, non-partisan, as well as write-in candidates as is described in Article 4 of Title 21 of the Official Code of Georgia.

- b. **Voter Registration Responsibilities** – Nothing in this agreement removes any of the City’s duties as they relate to Voter Registration. The City will still be required to register voters and maintain their Official List of Registered Voters (for example by challenging voters under O.C.G.A. §21-2-228).
- c. **Appointment of the Vote Review Panel** – The City will be expected to appoint and coordinate a Vote Review Panel as is described in O.C.G.A. § 21-2-386(a)(6) and O.C.G.A. § 21-2-483(g)(2)(B). This Vote Review Panel will be required to appear in person at the Board’s Tabulation Center on Election Night at a time to be determined by the Elections Supervisor and will be expected to remain at the Tabulation Center until released by the Elections Supervisor, or his or her designee.
- d. **Changes Covered under Section 5 of the Voting Rights Act of 1965** – The City will retain all responsibility for any changes to locations or practices which are covered by the Voting Rights Act of 1965, including submission of such changes to the United States Department of Justice (DOJ) as required by the Voting Rights Act of 1965. However, the Board will be responsible for submitting the terms of this agreement, as well as any subsequent changes to DOJ for preclearance.

**5. Advertising**

The Board will advertise all of the statutory responsibilities that they are assigned by the City in accordance with the appropriate laws, rules, and judicial rulings as well as their own policies. The actual cost incurred by the Board for any advertising that is deemed necessary by the Board will be included in the final invoice to the City.

**6. Public / Media Inquiries**

The Board will interact with the public as well as the media on all matters relating to the duties that are assigned to the Board as part of this agreement. This includes instances in which the Board initiates such contact out of the belief that public education or outreach on matters relating to elections or voter registration is in the best interest of the City’s registered voters.

- 7. **Preparation Tasks** – The Board will assume for all tasks relating to the preparation for the Election including but not limited to: testing equipment and ballots, training poll workers, packing supplies, etc.

- 8. **Supplies** – The Board’s staff will procure all necessary supplies for the operation of the City’s elections. The will be responsible for the actual cost of ballots and postage, as well as a \$75 fee for miscellaneous supplies which will be used during the election cycle.



9. **Hold Harmless Board and County** - The City agrees to hold the County and Board harmless for any problems or inconsistencies in the conduct of any election for any reason other than gross negligence on the part of the Board or the Elections Supervisor.
10. **Legal Expenses** – The City will agree to pay any and all legal expenses resulting from any election, primary, runoff or special election conducted by the Board for the City, except in the case of gross negligence on the part of the Board or the Elections Supervisor. Included would be legal expenses for responding to challenges, suits and State Board of Elections reviews.
11. **Equipment** – The equipment to be used in the conduct of City elections will be provided by the Board. It will include components of the voting system which has been approved by the Board, as well as the Georgia Secretary of State’s Office to conduct County, State, and Federal Elections, as well as Laptop Computers, and will be allocated at the discretion of the Board’s Election Supervisor.

**12. Location of Election Services**

a. Address of each Facility to be Used

- a. Main Office of the Bartow County Board of Elections and Voter Registration (Board’s Office) – 1300 Joe Frank Harris Pkwy, Cartersville, GA 30120
- b. Cartersville Civic Center (Civic Center) – 435 West Main Street, Cartersville GA 30120
- c. Taylorsville City Hall (City Hall) – 11 Euharlee St., Taylorsville, GA 30178

**b. Absentee by Mail**

- a. *Definition* - Absentee by mail is a subset of Absentee Voting in which the elector requests that a ballot be sent to them through the United States Postal Service (USPS) in writing. The signature on the application, as well as the information contained in the application is verified against the information maintained by the Board. If everything matches, and the elector is entitled to vote in the City’s Election, he or she will be issued a ballot in accordance with law, rule, and policy. The voted ballot may be returned in person or by other means, and will then be accepted or rejected as is described in O.C.G.A. § 21-2-386 and stored in a secure manner until election night.
- b. *The following locations will be used for this purpose:*
  - i. The Board’s Office will function as the primary location that paper absentee ballots will be requested or issued from, and where they should subsequently be returned to.



- ii. Employees of the Board located at City Hall will be unable to accept voted paper absentee ballots except under the circumstances described in O.C.G.A. 21-2-388(1), in which case the ballot will be cancelled and the elector will be allowed to vote in person.
- iii. Employees of the Board located at the Civic Center will be unable to accept voted paper ballots.
- iv. With any new change in responsibility, there will be those who are confused and make the simple mistake of submitting documentation to the wrong location. The employees of the City who work at City Hall are asked to make every effort to transmit such documentation to the Board's Office in a timely manner. The Election Supervisor will specify how such documentation shall be submitted. In the unfortunate event that the Board is unable to accept the documentation submitted by the City, it shall be the Board's responsibility to contact the applicant or elector in a manner consistent with law, rule, policy, and past practice.

**c. Absentee in Person**

- a. *Definition* – Absentee in Person (now termed Advanced Voting in law) is the procedure set out in O.C.G.A. § 21-2-385(d)(1) by which a qualified elector may cast his or her ballot prior to Election Day. Electors who choose this option must complete both the Application for an Absentee Ballot, as well as the Oath of Absentee Elector. An employee of the Board will then verify the elector's eligibility and issue him or her a Voter Access Card. Such an elector must cast his or her ballot on a DRE Voting Machine and it should be noted that his or her right to vote in the current election cannot be challenged after his or her ballot is cast on the DRE Unit, nor can the ballot be retrieved.
- b. *The following locations will be used for this purpose:*
  - i. The Board's Office will begin receiving elector's with the intention of casting absentee ballots in person for the entire "Period of Advanced Voting" described in O.C.G.A. § 21-2-385(d)(1). Electors from any municipality which has entered into an intergovernmental agreement with the Board to conduct their elections will be able to cast an absentee ballot in person at this location.
  - ii. The Civic Center and City Hall will not be used for this purpose.

**d. Election Day**

- a. *Definition* - Election Day is the day prescribed by the Official Code of Georgia as the Primary, General, Special, or Runoff Election Day. Electors wishing to cast a ballot on this day must go to his or her Election Day Polling Place as the law does not allow ballots to be cast at any other location.
- b. *The following location will be used for this purpose:*

- i. City Hall will be open from 7:00 AM to 7:00 PM (or later) as is prescribed by law.
- ii. The Board's Office will be staffed by the Board's permanent staff for the purpose of supporting the Election.
- iii. The Civic Center will not be used for this purpose.

**e. Election Night**

- a. *Definition* – For the purposes of this document, Election Night begins at the closing of the polls on the day prescribed by the Official Code of Georgia as the Primary, General, Special, or Runoff Election Day. It encompasses, but is not limited to, the following activities:
  - i. Closing the Polls
  - ii. Posting the appropriate documentation at the Poll for public examination
  - iii. Returning the required materials to the Board's Office. Which materials are required will be determined by the Elections Supervisor.
  - iv. Tabulating the Absentee Ballots.
  - v. Tabulating the Unofficial and Incomplete Election Results.
  - vi. Reporting the Results to the public and media.
  - vii. Responding to any Election Day/Night inquiries as is appropriate.
- b. *The following locations will be used for this purpose:*
  - i. The Board's Office will be the main tabulation center for all results and will contain the Absentee Polling Place. Most employees of the Board will be stationed at this facility. All required materials shall be returned to this location.
  - ii. City Hall will be staffed by the same employees of the Board as during Election Day. These employees will be responsible for closing the poll, reporting the Precinct Totals to the public, and returning the required materials to the Board's Office in a timely manner.

**f. Canvassing, Computation, and Certification of Returns**

- a. *Definition* – Canvassing begins the morning immediately following Election Day and is the process by which the Board audits all applicable records including, but in no way limited to:
  - i. All documentation completed by the employees of the Board whose duties included issuing or accepting ballots or the handling of secure equipment. For example, this would include all oaths administered and signed for the election.
  - ii. Any recapitulation sheets.



- iii. Electronic records of the DRE Units, Express Polls and GEMS Election Server.
- iv. Any documentation completed by an elector while attempting to cast his or her vote.
- v. Any and all other applicable documentation.

If any discrepancy is located during this process, the Election Supervisor is empowered to make an immediate and complete investigation of the circumstances surrounding the discrepancy and shall report his or her findings to the Board at their Certification Meeting. The Board shall be responsible for taking appropriate action based on the Election Supervisor's findings.

The Certification Meeting will take place in the Board's Office at a time to be determined by the Election Supervisor, with the advice of the Board, on the Friday immediately following Election Day. The Board will then forward all records of the Election to the appropriate parties.

- b. *The following location will be used for this purpose:*
  - i. The Board's Office will be the sole location for any activity described in this section and will be open to the public while such activity is in progress.
  - ii. The Civic Center and City Hall will not be used for this purpose.

### **13. Staffing and Payroll by Location and Task**

#### **a. Payroll for Board and their Permanent Employees**

During the time that the Board and their permanent employees are preparing for and conducting an Election on behalf of the City, they will be paid through the customary payroll process through the Bartow County Department of Human Resources. Due to the inherent difficulties of separating the time spent on different Election tasks between different entities, the City will be expected to reimburse the County for the Board's as well as their permanent employee's time and expertise in the form of a set fee (County Fee).

#### **b. Board's Office**

##### *i. Election Preparation*

1. Staff –Permanent and temporary employees of the Board will be assigned to this process at the Election Supervisor's discretion.
2. Payroll – The City will reimburse the Board for time spent on this process through the County Fee.

##### *ii. Absentee By Mail*

1. Staff –Permanent and temporary employees of the Board will be assigned to this process at the Election Supervisor's discretion.

2. Payroll – The City will reimburse the Board for time spent on this process through the County Fee.

*iii. Absentee In Person*

1. Staff – A staff of three temporary employees will be hired by the Board to issue and receive absentee ballots in person at the Board's Office.
2. Payroll – As these employees will be shared between all municipalities who have agreements with the Board to conduct their elections, the Board will pay these employees initially and each of the municipalities will be expected to reimburse the Board for their part of this cost. The cost that each municipality will be expected to pay will be determined using the formula:

$$\text{Individual Municipal Cost} = \frac{\text{Total Personnel Cost} \left( \frac{\text{Number of Ballots Cast for Municipality}}{\text{Total \# of Ballots Cast}} \right)}{1}$$

Please note that this formula will be used to compute the cost to the City of only the staff at Board's Office.

*iv. Election Day*

1. Staff –Permanent and temporary employees of the Board will be assigned to this process at the Election Supervisor's discretion.
2. Payroll – The City will reimburse the Board for time spent on this process through the County Fee.

*v. Election Night*

1. Staff –Permanent and temporary employees of the Board will be assigned to this process at the Election Supervisor's discretion.
2. Payroll – The City will reimburse the Board for time spent on this process through the County Fee.

*vi. Computation, Canvassing, and Certification*

1. Staff –Permanent and temporary employees of the Board will be assigned to this process at the Election Supervisor's discretion.
2. Payroll – The City will reimburse the Board for time spent on this process through the County Fee.

**c. City Hall**

*i. Election Day-Election Night*

1. Staff – A staff of one Poll Manager earning \$200, two Assistant Managers earning \$150, and one clerk earning \$8.50 per hour.
2. Payroll – As these employees are working solely on behalf of the City, their timesheets will be submitted by the Board to the City for processing and payment.

**14. Cost Estimate Worksheet**



The worksheet below sets forth an estimate of the costs of a single election. Such costs are variable and this is not a maximum price. Such costs would also be incurred for any runoff, special election or primary. The City agrees to pay actual costs of conducting regular elections, primaries, runoffs and special elections on the basis set forth above in the preceding paragraphs.

<b>Personnel</b>	<b>Amount</b>	<b>Comments</b>
Absentee in Person	\$300	Estimated using 5% as the percentage
Election Day	\$619	
Absentee Poll Crew	\$50	
Training	\$70	Each worker receives \$10 for training
 <b>Supplies</b>		
Postage	\$25	
Miscellaneous Supplies	\$75	
Ballots	\$50	
 <b>County Fee</b>	 \$1,000	
 <b>Estimated Total per Election or Runoff</b>	 \$2,189	

**15. Notices.**

Official notices, payments and correspondence to the County shall be delivered in person or transmitted via U. S. Mail, postage prepaid addressed to the County Administrator of Bartow County at Suite 251, 135 West Cherokee Avenue, Cartersville, Georgia 30120. Official notices and correspondence to the Board shall be delivered in person or transmitted via U. S. Mail, postage prepaid addressed to the Elections Supervisor at Suite 106, 135 West Cherokee Avenue, Cartersville, Georgia 30120. Official notices and correspondence to Taylorsville shall be delivered in person or transmitted via U.S. Mail postage prepaid, addressed to the Mayor of Taylorsville, at P.O. Box 20, Taylorsville, GA 30178.

**16. Effective Date; Term**

This Agreement shall be effective September 1, 2015 or upon the date of the last signature by either party, whichever is later. This Agreement shall expire annually on December 31 of each year and be automatically renewed, for a maximum of six (6) years. Either party may terminate the agreement at any time, with ninety days written notice.

**17. Entire Agreement.**



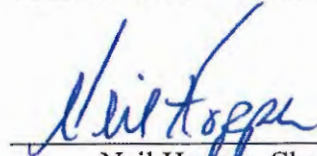
This Agreement contains all the terms and conditions and represents the entire Agreement between the parties and supersedes any pre-existing Agreement related to the Facility. Any alteration of this Agreement shall be invalid unless made by an amendment in writing, duly executed by the parties. There are no understandings, representations, or agreements, written or oral other than those contained in this Agreement.

IN WITNESS WHEREOF, the Board, County and City have caused this Agreement to be duly executed by their proper officers and attested with their corporate seals affixed hereto as set forth in duplicate originals.

Attest:

**BARTOW COUNTY BOARD OF ELECTIONS AND REGISTRATION**

  
\_\_\_\_\_  
Joseph Kirk, Secretary

  
\_\_\_\_\_  
Neil Hopper, Chairman



Date: July 9, 2015

Attest:

**BARTOW COUNTY, GEORGIA**

  
\_\_\_\_\_  
Kathy Gill, County Clerk

  
\_\_\_\_\_  
Steve Taylor, Commissioner

Date: 7-24-2015

Attest:

**CITY OF TAYLORSVILLE, GA**

  
\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
Mayor

Date: July 6, 2015

**AGREEMENT  
FOR THE CONDUCT OF ELECTIONS**

BETWEEN  
THE BARTOW COUNTY BOARD OF ELECTIONS AND REGISTRATION,  
BARTOW COUNTY, GEORGIA,  
and  
THE CITY OF WHITE.

THIS AGREEMENT is made and entered into by and between the **Bartow County Board of Elections and Registration**, a Board created by Local Act 466 (Ga.L. 1993, p. 5309) to perform the functions of election superintendent for Bartow County (sometimes hereinafter referred to as "**Board**"), **Bartow County, Georgia**, a political subdivision of the State of Georgia ("**County**"), and the **City of White, Georgia**, a municipal corporation chartered under the laws of the State of Georgia (sometimes hereinafter referred to as "**City**"), and is effective as of the date specified herein.

WHEREAS, the Board and the City desire to enter into an Agreement for the Board and its employees to conduct municipal elections for the City; and

WHEREAS, the County and the City desire to enter into an Intergovernmental Agreement relating to the conduct of elections; and

WHEREAS, the Board, County and City have reached a mutual agreement regarding the proposal; and

WHEREAS, the Board's enabling act requires approval of the County for any expenditure of funds; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the City to contract with the Board so that the Board may perform all duties of election superintendent as set forth in Chapter 2 of Title 21, with the exception of qualification of candidates and other statutory duties set forth herein; and

WHEREAS, the Board has reviewed this Agreement and did, at a regular meeting of the Board, authorize its Chairman to execute this Agreement; and

WHEREAS, the Mayor and City Council of White has reviewed this Agreement and did, at a regular meeting of the City Council, authorize its Mayor to execute this Agreement; and

WHEREAS, the Commissioner of Bartow County and did, at a regular meeting, authorize the Commissioner to execute this Agreement;

NOW, THEREFORE, for and in consideration of the mutual benefits flowing from one party to the other, the adequacy and sufficiency of which is acknowledged, it is hereby agreed as follows:

**1. Intent/Scope**

Due to the level of knowledge and expertise required to successfully conduct modern elections, the City has asked to enter into an intergovernmental agreement with the Board to enable the Board to assume the majority of the City's statutory election responsibilities. It is the intention of the Board to assume all tasks associated with conducting the City's elections starting at the end of the qualifying period and ending with the submission of the results and records to the appropriate entities after the results are canvassed and certified, except as set forth below.

**2. Personnel Policies**

All staff used to conduct any election for the City will be hired, trained, and managed by Board using their existing personnel policies. It should be noted that as a general rule, the Board will choose not to hire or appoint existing employees of the City, except under the most dire circumstances, or in the case that the employee in question is on leave from his or her normal duties for the City.

**3. Payment for Services**

The City will be expected to reimburse the County for the costs that the County incurs while performing the City's statutory obligations, or directly pay such costs to the appropriate entity in place of the Board paying them. Payments shall be made to the County at the address set forth under Notices, below. The estimated costs that the City should expect to pay are itemized throughout the document, and summarized in paragraph 14. Of course, these estimates are for one election, without the inculcation of costs which may be potentially incurred by the City in the case of a Runoff Election, Special Election, Primary (were one to be held) or in the event of judicial action. The City will receive an itemized invoice for services rendered as well as other costs incurred by the Board within thirty days of the results of the election being certified which they will also be expected to pay within thirty days. In the event that the City is unable to pay the full amount of the invoice within thirty days, the Board will be willing to set up a payment schedule with the City.

**4. Statutory Duties Retained by the City**

The City will retain responsibility for the following duties:

- a. **Qualifying** – Although the Board's staff will be on hand to assist in the Qualifying process by confirming that the potential candidates meet all qualifications relating to Voter Registration, the City will be responsible for the entire qualifying process for all partisan, non-partisan, as well as write-in candidates as is described in Article 4 of Title 21 of the Official Code of Georgia.

- b. **Voter Registration Responsibilities** – Nothing in this agreement removes any of the City’s duties as they relate to Voter Registration. The City will still be required to register voters and maintain their Official List of Registered Voters (for example by challenging voters under O.C.G.A. §21-2-228).
- c. **Appointment of the Vote Review Panel** – The City will be expected to appoint and coordinate a Vote Review Panel as is described in O.C.G.A. § 21-2-386(a)(6) and O.C.G.A. § 21-2-483(g)(2)(B). This Vote Review Panel will be required to appear in person at the Board’s Tabulation Center on Election Night at a time to be determined by the Elections Supervisor and will be expected to remain at the Tabulation Center until released by the Elections Supervisor, or his or her designee.
- d. **Changes Covered under Section 5 of the Voting Rights Act of 1965** – The City will retain all responsibility for any changes to locations or practices which are covered by the Voting Rights Act of 1965, including submission of such changes to the United States Department of Justice (DOJ) as required by the Voting Rights Act of 1965. However, the Board will be responsible for submitting the terms of this agreement, as well as any subsequent changes to DOJ for preclearance.

**5. Advertising**

The Board will advertise all of the statutory responsibilities that they are assigned by the City in accordance with the appropriate laws, rules, and judicial rulings as well as their own policies. The actual cost incurred by the Board for any advertising that is deemed necessary by the Board will be included in the final invoice to the City.

**6. Public / Media Inquiries**

The Board will interact with the public as well as the media on all matters relating to the duties that are assigned to the Board as part of this agreement. This includes instances in which the Board initiates such contact out of the belief that public education or outreach on matters relating to elections or voter registration is in the best interest of the City’s registered voters.

**7. Preparation Tasks** – The Board will assume for all tasks relating to the preparation for the Election including but not limited to: testing equipment and ballots, training poll workers, packing supplies, etc.

**8. Supplies** – The Board’s staff will procure all necessary supplies for the operation of the City’s elections. The will be responsible for the actual cost of ballots and postage, as well as a \$75 fee for miscellaneous supplies which will be used during the election cycle.



9. **Hold Harmless Board and County** - The City agrees to hold the County and Board harmless for any problems or inconsistencies in the conduct of any election for any reason other than gross negligence on the part of the Board or the Elections Supervisor.
10. **Legal Expenses** – The City will agree to pay any and all legal expenses resulting from any election, primary, runoff or special election conducted by the Board for the City, except in the case of gross negligence on the part of the Board or the Elections Supervisor. Included would be legal expenses for responding to challenges, suits and State Board of Elections reviews.
11. **Equipment** – The equipment to be used in the conduct of City elections will be provided by the Board. It will include components of the voting system which has been approved by the Board, as well as the Georgia Secretary of State’s Office to conduct County, State, and Federal Elections, as well as Laptop Computers, and will be allocated at the discretion of the Board’s Election Supervisor.
12. **Location of Election Services**
- a. Address of each Facility to be Used
    - a. Main Office of the Bartow County Board of Elections and Voter Registration (Board’s Office) – 1300 Joe Frank Harris Pkwy, Cartersville, GA 30120
    - b. Cartersville Civic Center (Civic Center) – 435 West Main Street, Cartersville GA 30120
    - c. White City Hall (City Hall) – 29 West Rocky St., White, GA 30184
  - b. **Absentee by Mail**
    - a. *Definition* - Absentee by mail is a subset of Absentee Voting in which the elector requests that a ballot be sent to them through the United States Postal Service (USPS) in writing. The signature on the application, as well as the information contained in the application is verified against the information maintained by the Board. If everything matches, and the elector is entitled to vote in the City’s Election, he or she will be issued a ballot in accordance with law, rule, and policy. The voted ballot may be returned in person or by other means, and will then be accepted or rejected as is described in O.C.G.A. § 21-2-386 and stored in a secure manner until election night.
    - b. *The following locations will be used for this purpose:*
      - i. The Board’s Office will function as the primary location that paper absentee ballots will be requested or issued from, and where they should subsequently be returned to.
      - ii. Employees of the Board located at City Hall will be unable to accept voted paper absentee ballots except under the circumstances described



in O.C.G.A. 21-2-388(1), in which case the ballot will be cancelled and the elector will be allowed to vote in person.

- iii. Employees of the Board located at the Civic Center will be unable to accept voted paper ballots.
- iv. With any new change in responsibility, there will be those who are confused and make the simple mistake of submitting documentation to the wrong location. The employees of the City who work at City Hall are asked to make every effort to transmit such documentation to the Board's Office in a timely manner. The Election Supervisor will specify how such documentation shall be submitted. In the unfortunate event that the Board is unable to accept the documentation submitted by the City, it shall be the Board's responsibility to contact the applicant or elector in a manner consistent with law, rule, policy, and past practice.

**c. Absentee in Person**

- a. *Definition* -- Absentee in Person (now termed Advanced Voting in law) is the procedure set out in O.C.G.A. § 21-2-385(d)(1) by which a qualified elector may cast his or her ballot prior to Election Day. Electors who choose this option must complete both the Application for an Absentee Ballot, as well as the Oath of Absentee Elector. An employee of the Board will then verify the elector's eligibility and issue him or her a Voter Access Card. Such an elector must cast his or her ballot on a DRE Voting Machine and it should be noted that his or her right to vote in the current election cannot be challenged after his or her ballot is cast on the DRE Unit, nor can the ballot be retrieved.
- b. *The following locations will be used for this purpose:*
  - i. The Board's Office will begin receiving elector's with the intention of casting absentee ballots in person for the entire "Period of Advanced Voting" described in O.C.G.A. § 21-2-385(d)(1). Electors from any municipality which has entered into an intergovernmental agreement with the Board to conduct their elections will be able to cast an absentee ballot in person at this location.
  - ii. City Hall will begin receiving electors with the intention of casting absentee ballots in person beginning the Tuesday immediately preceding the election and continuing during City Hall's normally scheduled business hours through the close of business on the following Friday. Only ballots from electors who are entitled to vote in the City's Election will be accepted at this location.
  - iii. The Civic Center will not be used for this purpose.

**d. Election Day**

- a. *Definition* - Election Day is the day prescribed by the Official Code of Georgia as the Primary, General, Special, or Runoff Election Day. Electors wishing to cast a ballot on this day must go to his or her Election Day Polling Place as the law does not allow ballots to be cast at any other location.
- b. *The following location will be used for this purpose:*
  - i. City Hall will be open from 7:00 AM to 7:00 PM (or later) as is prescribed by law.
  - ii. The Board's Office will be staffed by the Board's permanent staff for the purpose of supporting the Election.
  - iii. The Civic Center will not be used for this purpose.

**e. Election Night**

- a. *Definition* – For the purposes of this document, Election Night begins at the closing of the polls on the day prescribed by the Official Code of Georgia as the Primary, General, Special, or Runoff Election Day. It encompasses, but is not limited to, the following activities:
  - i. Closing the Polls
  - ii. Posting the appropriate documentation at the Poll for public examination
  - iii. Returning the required materials to the Board's Office. Which materials are required will be determined by the Elections Supervisor.
  - iv. Tabulating the Absentee Ballots.
  - v. Tabulating the Unofficial and Incomplete Election Results.
  - vi. Reporting the Results to the public and media.
  - vii. Responding to any Election Day/Night inquiries as is appropriate.
- b. *The following locations will be used for this purpose:*
  - i. The Board's Office will be the main tabulation center for all results and will contain the Absentee Polling Place. Most employees of the Board will be stationed at this facility. All required materials shall be returned to this location.
  - ii. City Hall will be staffed by the same employees of the Board as during Election Day. These employees will be responsible for closing the poll, reporting the Precinct Totals to the public, and returning the required materials to the Board's Office in a timely manner.

**f. Canvassing, Computation, and Certification of Returns**

- a. *Definition* – Canvassing begins the morning immediately following Election Day and is the process by which the Board audits all applicable records including, but in no way limited to:

- i. All documentation completed by the employees of the Board whose duties included issuing or accepting ballots or the handling of secure equipment. For example, this would include all oaths administered and signed for the election.
- ii. Any recapitulation sheets.
- iii. Electronic records of the DRE Units, Express Polls and GEMS Election Server.
- iv. Any documentation completed by an elector while attempting to cast his or her vote.
- v. Any and all other applicable documentation.

If any discrepancy is located during this process, the Election Supervisor is empowered to make an immediate and complete investigation of the circumstances surrounding the discrepancy and shall report his or her findings to the Board at their Certification Meeting. The Board shall be responsible for taking appropriate action based on the Election Supervisor's findings.

The Certification Meeting will take place in the Board's Office at a time to be determined by the Election Supervisor, with the advice of the Board, on the Friday immediately following Election Day. The Board will then forward all records of the Election to the appropriate parties.

- b. *The following location will be used for this purpose:*
  - i. The Board's Office will be the sole location for any activity described in this section and will be open to the public while such activity is in progress.
  - ii. The Civic Center and City Hall will not be used for this purpose.

### **13. Staffing and Payroll by Location and Task**

#### **a. Payroll for Board and their Permanent Employees**

During the time that the Board and their permanent employees are preparing for and conducting an Election on behalf of the City, they will be paid through the customary payroll process through the Bartow County Department of Human Resources. Due to the inherent difficulties of separating the time spent on different Election tasks between different entities, the City will be expected to reimburse the County for the Board's as well as their permanent employee's time and expertise in the form of a set fee (County Fee).

#### **b. Board's Office**

##### *i. Election Preparation*

1. Staff –Permanent and temporary employees of the Board will be assigned to this process at the Election Supervisor’s discretion.
2. Payroll – The City will reimburse the Board for time spent on this process through the County Fee.

*ii. Absentee By Mail*

1. Staff –Permanent and temporary employees of the Board will be assigned to this process at the Election Supervisor’s discretion.
2. Payroll – The City will reimburse the Board for time spent on this process through the County Fee.

*iii. Absentee In Person*

1. Staff – A staff of temporary employees will be hired by the Board to issue and receive absentee ballots in person at the Board’s Office.
2. Payroll – As these employees will be shared between all municipalities who have agreements with the Board to conduct their elections, the Board will pay these employees initially and each of the municipalities will be expected to reimburse the Board for their part of this cost. The cost that each municipality will be expected to pay will be determined using the formula:

$$\text{Individual Municipal Cost} = \text{Total Personnel Cost} \left( \frac{\text{Number of Ballots Cast for Municipality}}{\text{Total \# of Ballots Cast}} \right).$$

Please note that this formula will be used to compute the cost to the City of only the staff at Board’s Office.

*iv. Election Day*

1. Staff –Permanent and temporary employees of the Board will be assigned to this process at the Election Supervisor’s discretion.
2. Payroll – The City will reimburse the Board for time spent on this process through the County Fee.

*v. Election Night*

1. Staff –Permanent and temporary employees of the Board will be assigned to this process at the Election Supervisor’s discretion.
2. Payroll – The City will reimburse the Board for time spent on this process through the County Fee.

*vi. Computation, Canvassing, and Certification*

1. Staff –Permanent and temporary employees of the Board will be assigned to this process at the Election Supervisor’s discretion.
2. Payroll – The City will reimburse the Board for time spent on this process through the County Fee.

**c. City Hall**

*i. Absentee In Person*

1. Staff – A staff of one Poll Manager earning \$150 per day, two Assistant Managers earning \$120 per day, and one clerk earning \$12.00 per hour with an upper limit of 40 hours.
2. Payroll – The City will reimburse the Board for actual cost of these employees.

*ii. Election Day-Election Night*

1. Staff – A staff of one Poll Manager earning \$250, two Assistant Managers earning \$200, and one clerk earning \$12.00 per hour.
2. Payroll – The City will reimburse the Board for actual cost of these employees.

**14. Cost Estimate Worksheet**

The worksheet below sets forth an estimate of the costs of a single election. Such costs are variable and this is not a maximum price. Such costs would also be incurred for any runoff, special election or primary. The City agrees to pay actual costs of conducting regular elections, primaries, runoffs and special elections on the basis set forth above in the preceding paragraphs.

Personnel	Amount	Comments
Absentee in Person (Board's Office)	\$300	Estimated using 5% as the percentage
Absentee in Person (White)	\$2,430	
Election Day	\$818	
Absentee Poll Crew	\$50	
Training	\$300	Each worker receives approximately \$30 for training
<b>Supplies</b>		
Postage	\$15	
Miscellaneous Supplies	\$75	
Ballots	\$50	
County Fee	\$1,000	
<b>Estimated Total per Election or Runoff</b>	<b>\$5,038</b>	

**15. Notices.**

Official notices, payments and correspondence to the County shall be delivered in person or transmitted via U. S. Mail, postage prepaid addressed to the County Administrator of Bartow County at Suite 251, 135 West Cherokee Avenue, Cartersville, Georgia 30120. Official notices and correspondence to the Board shall be delivered in person or



transmitted via U. S. Mail, postage prepaid addressed to the Elections Supervisor at Suite 106, 135 West Cherokee Avenue, Cartersville, Georgia 30120. Official notices and correspondence to White shall be delivered in person or transmitted via U.S. Mail postage prepaid, addressed to the City Manager of the City of White, at P.O. Box 116, White, GA 30184.

**16. Effective Date; Term**

This Agreement shall be effective September 13, 2017 or upon the date of the last signature by either party, whichever is later. This Agreement shall expire annually on December 31 of each year and be automatically renewed, for a maximum of six (6) years. Either party may terminate the agreement at any time, with ninety days written notice.

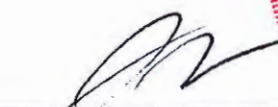
**17. Entire Agreement.**

This Agreement contains all the terms and conditions and represents the entire Agreement between the parties and supersedes any pre-existing Agreement related to the Facility. Any alteration of this Agreement shall be invalid unless made by an amendment in writing, duly executed by the parties. There are no understandings, representations, or agreements, written or oral other than those contained in this Agreement.

IN WITNESS WHEREOF, the Board, County and City have caused this Agreement to be duly executed by their proper officers and attested with their corporate seals affixed hereto as set forth in duplicate originals.

Attest:



  
Joseph Kirk, Secretary

Date: 9/18/17

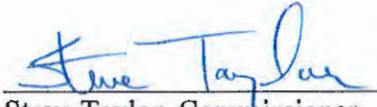
**BARTOW COUNTY BOARD OF ELECTIONS AND REGISTRATION**

  
Neil Hopper, Chairman

Attest:

**BARTOW COUNTY, GEORGIA**

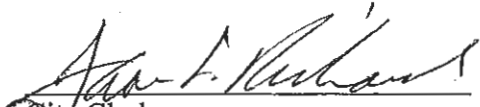
  
Kathy Gill, County Clerk

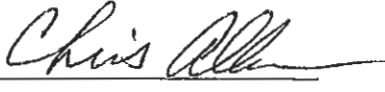
  
Steve Taylor, Commissioner

Date: 9/13/2017

Attest:

CITY OF WHITE, GA

  
\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
Mayor

Date: 9-5-17

---



**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:**BARTOW COUNTY

**Service:***Emergency Radio Frequency 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.): **Bartow County, City of Adairsville**
- 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>
Bartow County	SPLOST
Adairsville	SPLOST

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

Adairsville Agreement: Assign radio frequencies to 911 Dispatch for city services

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>
Use of Frequencies	Bartow County, City of Adairsville	12/1/15 - on-going

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 is attached.

7. Person completing form: **Tom Sills, AICP, Planner**  
 Phone number: **770.607.6265**      Date completed: 1/18/18

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:  
**PETER OLSON, COUNTY ADMINISTRATOR (770) 387-5030**



STATE OF GEORGIA  
COUNTY OF BARTOW

INTERGOVERNMENTAL AGREEMENT REGARDING  
USE OF RADIO FREQUENCIES BETWEEN  
BARTOW COUNTY, GEORGIA, CITY OF ADAIRSVILLE, GEORGIA  
AND THE BARTOW COUNTY SHERIFF

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of December, 2015, by and between BARTOW COUNTY, GEORGIA a political subdivision of the State of Georgia, (sometimes hereinafter referred to as "Bartow" or "County"), the CITY OF ADAIRSVILLE, a municipal corporation chartered under the laws of the State of Georgia (sometimes hereinafter referred to as "Adairsville" for "City"), and CLARK MILLSAP, in his official capacity as Sheriff of Bartow County (sometimes hereinafter referred to as "Sheriff").

**WITNESSETH:**

WHEREAS, the State of Georgia Department of Public Safety requires local municipal police departments to have a permit for its use of speed detection devices under for traffic control purposes, as set forth in Title 40, Chapter 14, Article 2 of the Georgia Code; and

WHEREAS, Adairsville has a permit for use of speed detection devices that expires on December 31, 2015; and

WHEREAS, the Adairsville Police Department formerly had its own dispatch center and radio frequencies (transmit and receive), but closed its dispatch center several years ago and began to be dispatched by Bartow County 911 operated by the Sheriff; and

WHEREAS, since the Adairsville assigned radio frequencies could not adequately communicate with Bartow County 911, the Sheriff assigned a pair of radio frequencies to the Adairsville Police Department, specifically 151.19MHz (receive) and 155.985 MHz (transmit), under Frequency Coordination Number 17PWAP34023986 and FCC Registration Number 0004578860; and

WHEREAS, the parties desire to formalize this arrangement with an Intergovernmental Agreement and such formal arrangement has been requested by the State of Georgia in order to renew the Adairsville permit for use of speed detection devices; and

WHEREAS, the local governments of the State of Georgia have the authority to enter into Intergovernmental Agreements; and

WHEREAS, the Sheriff has reviewed this Agreement and is in agreement; and

WHEREAS, the Mayor and City Council of Adairsville have reviewed this Agreement and did, at a regular meeting of the City Council, authorize its Mayor to execute this Agreement; and

WHEREAS, the Commissioner of Bartow County and did, at a regular meeting, authorize the Commissioner to execute this Agreement;

NOW, THEREFORE, for and in consideration of the mutual benefits flowing from one party to the other, the adequacy and sufficiency of which is acknowledged, it is hereby agreed as follows:

**1. Purpose.**

The purpose of this Agreement is to allow the City of Adairsville PD to renew its permit for speed detection devices.

**2. Agreement.**

The Sheriff hereby assigns the following pair of radio frequencies to the Adairsville Police Department: 151.19MHz (receive) and 155.985 MHz (transmit), under Frequency Coordination Number 17PWAP34023986 and FCC Registration Number 0004578860 (the "Frequencies". These Frequencies are for the use of Adairsville PD in its public safety function.

**3. Lawful Use.**

The City agrees to use the Frequencies only in a lawful manner and in compliance with all applicable Federal Communication Commission and Georgia Department of Public Safety laws, rules and regulations.

**4. Notices.**

Official notices, payments and correspondence to the County shall be delivered in person or transmitted via U. S. Mail, postage prepaid addressed to the County Administrator of Bartow County at Suite 251, 135 West Cherokee Avenue, Cartersville, Georgia 30120. Official notices and correspondence to the City shall be delivered in person or transmitted via U. S. Mail, postage prepaid addressed to the City Manager, 116 Public Square, Adairsville, Georgia 30103. Official notices and correspondence to the Sheriff shall be delivered in person or transmitted via U.S. Mail postage prepaid, addressed to the Sheriff of Bartow County, 104 Zena Drive, Cartersville, GA 30121.

**5. Effective Date; Term**

This Agreement shall be effective December 1, 2015. The initial term shall be to December 31, 2016. Thereafter, this Agreement shall expire annually on December 31 of each year and be automatically renewed, for a maximum of five (5) years. Either party may terminate the Agreement at any time, with ninety days written notice.

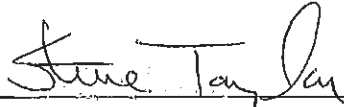
**6. Entire Agreement.**

This Agreement contains all the terms and conditions and represents the entire Agreement between the parties and supersedes any pre-existing Agreement related to the Frequencies. Any alteration of this Agreement shall be invalid unless made by an amendment in writing, duly executed by the parties. There are no understandings,

representations, or agreements, written or oral other than those contained in this Agreement.

IN WITNESS WHEREOF, Bartow County, Adairsville and the Sheriff have caused this Agreement to be duly executed by their proper officers and attested with their corporate seals affixed hereto as set forth in duplicate originals.

**BARTOW COUNTY, GEORGIA**

  
\_\_\_\_\_  
STEVE TAYLOR, Commissioner

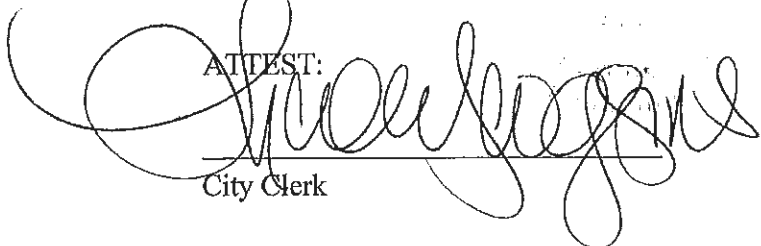
ATTEST:

  
\_\_\_\_\_  
Kathy Gill, County Clerk

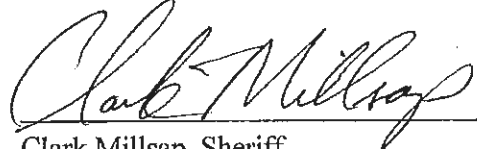
**CITY OF ADAIRSVILLE**

  
\_\_\_\_\_  
KENNETH 'K.C.' CARSON, Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

**BARTOW COUNTY SHERIFF**

  
\_\_\_\_\_  
Clark Millsap, Sheriff



**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: **BARTOW COUNTY**

Service: **Jail**

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.): **Bartow 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>
Bartow County	General Fund
Adairsville, Cartersville, Emerson,	
Euharlee, Kingston and White	

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

The agreements revised fee structures and clarified responsibilities for housing inmates at the Bartow County jail.

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>
Amend Jail Staffing and Fees	Bartow County, City of Adairsville	1/22/14 - on-going
Amend Jail Staffing and Fees	Bartow County, City of Cartersville	7/15/05 - on-going
Amend Jail Staffing and Fees	Bartow County, City of Emerson	3/24/15 - on-going
Amend Jail Staffing and Fees	Bartow County, City of Euharlee	2/29/12 - on-going
Amend Jail Staffing and Fees	Bartow County, City of Kingston	8/8/05 - on-going
Amend Jail Staffing and Fees	Bartow County, City of White	2/6/17 - on-going

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?

See attached resolutions

7. Person completing form: **Tom Sills, AICP, Planner**  
 Phone number: **770.607.6265**      Date completed: 11/20/17

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:  
**PETER OLSON, COUNTY ADMINISTRATOR (770) 387-5030**



Amended Jail Construction, Staffing, and Reimbursement Fee Agreement

THIS AMENDED AGREEMENT is made and entered into this 22nd day of January, 2014, by and among Bartow County, a political subdivision of the State of Georgia (hereafter referred to as the "County"), the Sheriff of Bartow County (hereafter referred to as the "Sheriff"), and the City of Adairsville, a municipal corporation chartered under the laws of the State of Georgia (hereafter referred to as the "City"). The County and the Sheriff may hereafter be collectively referred to as "Housing Agency."

WITNESSETH:

WHEREAS the Housing Agency and the City had entered into a Jail Construction, Staffing, and Reimbursement Fee Agreement on or about September 22, 1993; and

WHEREAS, the City desires to make certain amendments to and to clarify certain provisions of said Agreement to lessen their labor burden and the County is in agreement to allow this amendment outside the window of renewal described in the original agreement

NOW, THEREFORE, in consideration of the benefits and responsibilities the Housing Agency and the City each receives and assumes, the Housing Agency and the City agree to the following amendments and clarifications of said Agreement.

1. The per diem charge for each City inmate incarcerated by the Housing Agency at the City's request is Twenty-five Dollars (\$25.00). A day begins upon the inmate's arrival, regardless of the time of that arrival, and lasts exactly 24 hours. If the City inmate is held for any part of a day, the \$25.00 per diem rate shall apply.
2. The Housing Agency shall provide the following to the City's inmates at the amended per diem rate:
  - booking of inmate, including fingerprints electronically submitted to G.C.I.C.
  - up to three (3) meals a day;
  - personal property inventory and storage;
  - indigent bathing supplies, if needed;
  - a place to sleep;
  - clean inmate clothing;
  - access to mass media (television);
  - access to a means of communicating with lawyer, family, and court(s);
  - adequate medical care (excluding outside costs such as prescription drugs, outside medical care, hospital care, ambulance transport);
  - processing paperwork associated with the arrest of an inmate.(See provision 4 below for further discussion of issues associated with the handling of inmates facing state charges.)
3. The Housing Agency shall not be responsible for accepting any inmate who needs immediate medical care unless the City arrests an inmate on behalf of an agency outside

of Bartow County and said inmate is facing a felony charge and is not facing any City charges.

4. To prevent duplicate fingerprinting of any inmate brought to the Housing Agency by the City:
  - (a) The Housing Agency shall fingerprint all inmates who have been brought in by the City. In order for the Housing Agency to fingerprint said inmates, the City shall provide to the Housing Agency the following or perform the following:
    - proper committal documents, e.g. warrants, teletypes;
    - copy of the arresting agency's arrest and booking report, if completed and available;
    - ensure that the Housing Agency has the correct arrest information by completing the highlighted portion of the jail-booking card.
  - (b) If the City does not want the Housing Agency to fingerprint an inmate the City shall deliver to the Housing Agency a completed O.B.T.S. form (containing the proper O.R.I.) at the same time the City delivers said inmate.
5. If the City fails to deliver the completed O.B.T.S. form at the same time it delivers the inmate and said inmate is fingerprinted twice, it shall be the responsibility of the City to correct the inmate's record.
6. (a) The City shall be responsible for the payment of necessary outside medical care costs (as referenced in provision 2 above) for said inmate.
  - (b) If said inmate requires outside medical care which costs more than \$100.00, the Housing Agency will make a reasonable effort to contact the City so that the City may decide whether to release said inmate rather than incur the additional costs. Notwithstanding the foregoing, if the Housing Agency believes that said inmate requires immediate medical care, it shall not be required to inform the City before obtaining such care.
  - (c) If the City decides not to release said inmate, the Housing Agency shall provide security at the hospital or medical facility for one (1) hour at no charge to the City. Subsequently, the City shall be responsible for Housing Agency's fees for providing security. The fee shall be Twenty Dollars (\$20.00) per hour and applies whether or not the inmate is to be served a state warrant or is arrested after being admitted to the hospital or medical facility.

7. The City shall be responsible for:

- delivering court paper work involving boarder inmates to the Housing Agency or in the absence of paper work, noting the court status on the inmate's booking card;
- notifying the Housing Agency's shift commander that an inmate will not be returning when the City Court has released said inmate;
- where needed and appropriate and regardless of whether the inmate is a boarder, delivering other documents including, but not limited to:
  - Victim Notification forms and Stalking forms which should be securely attached to the warrant(s), whether or not the inmate is currently incarcerated;
  - Bond forms which must be completed and signed at the time such forms are delivered by the City's agent.
  - information about how/where to contact the victim.
  - release forms may be delivered by a civilian to the County, these should be in a sealed envelope. These will not be honored unless a call is received from the City to verify them.

The Housing Agency cannot take on liability for failure to contact the victim in the absence of the victim's contact information.

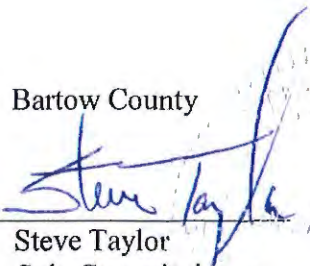
8. In reference to provision 7 above, the Housing Agency and the City agree that the Housing Agency may not sign a City Bonding form and that the Housing Agency shall not accept a cash bond on behalf of the City.
9. The City shall have access to a web site of the Housing Agency which shows a list of inmates housed by the Housing Agency and how long the inmates have been so housed. Information about how to access the web site is contained in Exhibit A which is attached to this Agreement and incorporated herein. If the City does not have an internet connection, the City may obtain the information by requesting that the Housing Agency transmit said information by facsimile. This request may be made and acted upon Monday through Friday of every week, excluding holidays.
10. The Housing Agency and the City agree that this Agreement serves as an addendum to the Criminal Justice Information System Network Service agreement currently in use by the Housing Agency as well as an amendment and clarification to the September 22, 1993 Jail Construction, Staffing and Reimbursement Fee Agreement.
11. All terms and conditions of the September 22, 1993 Jail Construction, Staffing, and Reimbursement Fee Agreement not modified by this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the County, the Sheriff, and the City have caused this Agreement to be executed by their proper officers and attested with their corporate seals affixed hereto as set forth in triplicate originals.

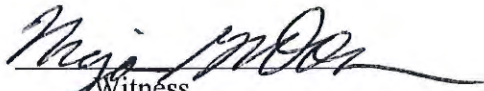
Attest:

  
County Clerk

Bartow County

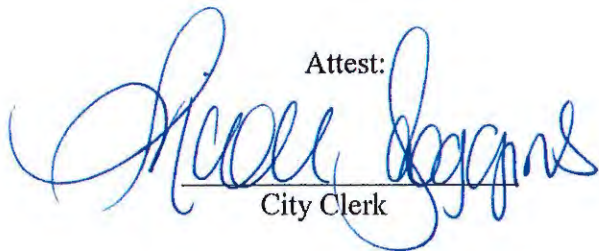
BY:  (Seal)  
Steve Taylor  
Sole Commissioner

Attest:

  
Witness

BY:  (Seal)  
Clark Millsap, Sheriff

Attest:

  
City Clerk

City of Adairsville

BY:  (Seal)  
Mayor

Acknowledgment of Agreement:

BY:  (Seal)  
Chief of Police

Amended Jail Construction, Staffing, and Reimbursement Fee Agreement

THIS AMENDED AGREEMENT is made and entered into this <sup>15<sup>th</sup></sup> day of July, 2005, by and among Bartow County, a political subdivision of the State of Georgia (hereafter referred to as the "County"), the Sheriff of Bartow County (hereafter referred to as the "Sheriff"), and the City of Cartersville, a municipal corporation chartered under the laws of the State of Georgia (hereafter referred to as the "City"). The County and the Sheriff may hereafter be collectively referred to as "Housing Agency."

WITNESSETH:

WHEREAS the Housing Agency and the City had entered into a Jail Construction, Staffing, and Reimbursement Fee Agreement on or about July 22, 1993; and

WHEREAS, said Agreement provides for its amendment during the annual ninety day renewal period, which renewal period ends July 31 of this calendar year; and

WHEREAS, the Housing Agency and the City desire to make certain amendments to and to clarify certain provisions of said Agreement.

NOW, THEREFORE, in consideration of the benefits and responsibilities the Housing Agency and the City each receives and assumes, the Housing Agency and the City agree to the following amendments and clarifications of said Agreement.

1. The per diem charge for each City inmate incarcerated by the Housing Agency at the City's request is Twenty Dollars (\$20.00). A day begins upon the inmate's arrival, regardless of the time of that arrival, and lasts exactly 24 hours. If the City inmate is held for any part of a day, the \$20.00 per diem rate shall apply.
2. The Housing Agency shall provide the following to the City's inmates at the amended per diem rate:
  - up to three (3) meals a day;
  - personal property inventory and storage;
  - indigent bathing supplies, if needed;
  - a place to sleep;
  - clean inmate clothing;
  - access to mass media (television);
  - access to a means of communicating with lawyer, family, and court(s);
  - adequate medical care (excluding outside costs such as prescription drugs, outside medical care, hospital care, ambulance transport);
  - processing paperwork associated with the arrest of an inmate on state charges.(See provision 4 below for further discussion of issues associated with the handling of inmates facing state charges.)
3. The Housing Agency shall not be responsible for accepting any inmate who needs



immediate medical care unless the City arrests an inmate on behalf of an agency outside of Bartow County and said inmate is facing a felony charge and is not facing any City charges.

4. To prevent duplicate fingerprinting of any inmate brought to the Housing Agency by the City:

(a) The Housing Agency shall fingerprint those inmates facing state charges who have been brought in by the City. In order for the Housing Agency to fingerprint said inmates, the City shall provide to the Housing Agency the following or perform the following:

- proper committal documents, e.g. warrants, teletypes;
- copy of the arresting agency's arrest and booking report, if completed and available;
- ensure that the Housing Agency has the correct arrest information by completing the highlighted portion of the jail-booking card.

(b) If the City does not want the Housing Agency to fingerprint an inmate facing state charges, the City shall deliver to the Housing Agency a completed O.B.T.S. form (containing the proper O.R.I.) at the same time the City delivers said inmate.

5. If the City fails to deliver the completed O.B.T.S. form at the same time it delivers the inmate facing state charges and said inmate is fingerprinted twice, it shall be the responsibility of the City to correct the inmate's record.

6. (a) The City shall be responsible for the payment of necessary outside medical care costs (as referenced in provision 2 above) for said inmate.

(b) If said inmate requires outside medical care which costs more than \$100.00, the Housing Agency will make a reasonable effort to contact the City so that the City may decide whether to release said inmate rather than incur the additional costs. Notwithstanding the foregoing, if the Housing Agency believes that said inmate requires immediate medical care, it shall not be required to inform the City before obtaining such care.

(c) If the City decides not to release said inmate, the Housing Agency shall provide Security at the hospital or medical facility for one (1) hour at no charge to the City. Subsequently, the City shall be responsible for Housing Agency's fees for providing security. The fee shall be Twenty Dollars (\$20.00) per hour and applies whether or not the inmate is arrested after being admitted to the hospital or medical facility.

7. The City shall be responsible for:

- delivering court paper work involving boarder inmates to the Housing Agency or in the absence of paper work, noting the court status on the inmate's booking card;
- notifying the Housing Agency's shift commander that an inmate will not be returning when the City Court has released said inmate;
- where needed and appropriate and regardless of whether the inmate is a boarder, delivering other documents including, but not limited to:
  - =Victim Notification forms and Stalking forms which should be securely attached to the warrant(s), whether or not the inmate is currently incarcerated;

=Bond forms which must be completed and signed at the time such forms are delivered by the City's agent.  
=information about how/where to contact the victim.

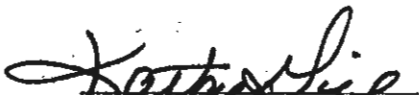
The Housing Agency cannot take on liability for failure to contact the victim in the absence of the victim's contact information.


8. In reference to provision 7 above, the Housing Agency and the City agree that the Housing Agency may not sign a City Bonding form and that the Housing Agency shall not accept a cash bond on behalf of the City.
9. The City shall have access to a web site of the Housing Agency which shows a list of inmates housed by the Housing Agency and how long the inmates have been so housed. Information about how to access the web site is contained in Exhibit A which is attached to this Agreement and incorporated herein. If the City does not have an internet connection, the City may obtain the information by requesting that the Housing Agency transmit said information by facsimile. This request may be made and acted upon Monday through Friday of every week, excluding holidays.
10. The Housing Agency and the City agree that this Agreement serves as an addendum to the Criminal Justice Information System Network Service agreement currently in use by the Housing Agency as well as an amendment and clarification to the July 22, 1993, Jail Construction, Staffing and Reimbursement Fee Agreement.
11. All terms and conditions of the July 22, 1993, Jail Construction, Staffing, and Reimbursement Fee Agreement not modified by this Agreement shall remain in full force and effect.
12. The effective date hereof is September 1, 2005.

IN WITNESS WHEREOF, the County, the Sheriff, and the City have caused this Agreement to be executed by their proper officers and attested with their corporate seals affixed hereto as set forth in triplicate originals.

Attest:

Bartow County

  
County Clerk

BY:  (Seal)  
Clarence Brown  
Sole Commissioner

(Signatures continue on following page.)

Attest:

Mary E. H. Davis  
Witness

Sheriff

BY: Clark Millsap (Seal)  
Clark Millsap

Attest:

Dandee E. Clavin  
City Clerk

City of Cartersville

BY: [Signature] (Seal)  
Mayor

EXHIBIT A

To access the Housing Agency's website for reports:

Go to [www.bartow.org/bcso](http://www.bartow.org/bcso).

Enter "show" (show is the username; do not enter the quotation marks)

Enter "bartow1" (bartow1 is the password; do not enter quotation marks)

**Access to this web site is for law enforcement agencies only and shall not be made available to the public**

Amended Jail Construction, Staffing, and Reimbursement Fee Agreement

THIS AMENDED AGREEMENT is made and entered into this 24 th day of March, 2015, by and among Bartow County, a political subdivision of the State of Georgia (hereafter referred to as the "County"), the Sheriff of Bartow County (hereafter referred to as the "Sheriff"), and the City of Emerson, a municipal corporation chartered under the laws of the State of Georgia (hereafter referred to as the "City"). The County and the Sheriff may hereafter be collectively referred to as "Housing Agency."

WITNESSETH:

WHEREAS the Housing Agency and the City had entered into a Jail Construction, Staffing, and Reimbursement Fee Agreement on or about September 13, 1993; and

WHEREAS, said Agreement provides for its amendment during the annual ninety day renewal period, which renewal period ends July 31 of this calendar year; and

WHEREAS, the Housing Agency and the City desire to make certain amendments to and to clarify certain provisions of said Agreement outside the confines of the renewal date and both are in agreement of such:

NOW, THEREFORE, in consideration of the benefits and responsibilities the Housing Agency and the City each receives and assumes, the Housing Agency and the City agree to the following amendments and clarifications of said Agreement.

1. The per diem charge for each City inmate incarcerated by the Housing Agency at the City's request is Twenty Five Dollars (\$25.00). A day begins upon an inmate's arrival, regardless of the time of that arrival and lasts exactly 24 hours. If the City inmate is held for any part of a day, the \$25.00 per diem rate shall apply.
2. The Housing Agency shall provide the following to the City's inmates at the amended per diem rate:
  - up to three (3) meals a day;
  - personal property inventory and storage;
  - indigent bathing supplies, if needed;
  - a place to sleep;
  - clean inmate clothing;
  - access to mass media (television);
  - access to a means of communicating with lawyer, family, and court(s);
  - adequate medical care (excluding outside costs such as prescription drugs, outside medical care, hospital care, ambulance transport);
  - processing paperwork associated with the arrest of an inmate on state charges.(See provision 4 below for further discussion of issues associated with the handling of inmates facing state charges.)
3. The Housing Agency shall not be responsible for accepting any inmate who needs



immediate medical care unless the City arrests an inmate on behalf of an agency outside of Bartow County and said inmate is facing a felony charge and is not facing any City charges.

4. To prevent duplicate fingerprinting of any inmate brought to the Housing Agency by the City:
  - (a) The Housing Agency shall fingerprint all inmates facing charges who have been brought in by the City. In order for the Housing Agency to fingerprint said inmates, the City shall provide to the Housing Agency the following or perform the following:
    - proper committal documents, e.g. warrants, teletypes;
    - copy of the arresting agency's arrest and booking report, if completed and available;
    - ensure that the Housing Agency has the correct arrest information by completing the highlighted portion of the jail-booking card.
  - (b) If the City does not want the Housing Agency to fingerprint an inmate facing charges, the City shall deliver to the Housing Agency a completed O.B.T.S. form (containing the proper O.R.I.) at the same time the City delivers said inmate.
5. If the City fails to deliver the completed O.B.T.S. form at the same time it delivers the inmate facing charges and said inmate is fingerprinted twice, it shall be the responsibility of the City to correct the inmate's record.
6. (a) The City shall be responsible for the payment of necessary outside medical care costs (as referenced in provision 2 above) for said inmate.
  - (b) If said inmate requires outside medical care which costs more than \$100.00, the Housing Agency will make a reasonable effort to contact the City so that the City may decide whether to release said inmate rather than incur the additional costs. Notwithstanding the foregoing, if the Housing Agency believes that said inmate requires immediate medical care, it shall not be required to inform the City before obtaining such care.
  - (c) If the City decides not to release said inmate, the Housing Agency shall provide security at the hospital or medical facility for one (1) hour at no charge to the City. Subsequently, the City shall be responsible for Housing Agency's fees for providing security. The fee shall be Twenty Dollars (\$20.00) per hour and applies whether or not the inmate is to be served a state warrant or is arrested after being admitted to the hospital or medical facility.
7. The City shall be responsible for:
  - delivering court paper work involving boarder inmates to the Housing Agency or in the absence of paper work, noting the court status on the inmate's booking card;
  - notifying the Housing Agency's shift commander that an inmate will not be returning when the City Court has released said inmate;
  - where needed and appropriate and regardless of whether the inmate is a boarder, delivering other documents including, but not limited to:

- Victim Notification forms and Stalking forms which should be securely attached to the warrant(s), whether or not the inmate is currently incarcerated;
- Bond forms which must be completed and signed at the time such forms are delivered by the City's agent.
- Information about how/where to contact the victim.

***The Housing Agency cannot take on liability for failure to contact the victim in the absence of the victim's contact information.***

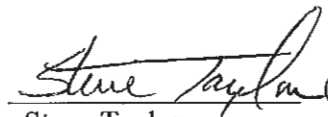
8. In reference to provision 7 above, the Housing Agency and the City agree that the Housing Agency may not sign a City Bonding form and that the Housing Agency shall not accept a cash bond on behalf of the City.
9. The City shall have access to a web site of the Housing Agency which shows a list of inmates housed by the Housing Agency and how long the inmates have been so housed. Information about how to access the web site is contained in Exhibit A which is attached to this Agreement and incorporated herein. If the City does not have an internet connection, the City may obtain the information by requesting that the Housing Agency transmit said information by facsimile. This request may be made and acted upon Monday through Friday of every week, excluding holidays.
10. The Housing Agency and the City agree that this Agreement serves as an addendum to the Criminal Justice Information System Network Service agreement currently in use by the Housing Agency as well as an amendment and clarification to the September 13, 1993 Jail Construction, Staffing and Reimbursement Fee Agreement.
11. All terms and conditions of the September 13, 1993, Jail Construction, Staffing, and Reimbursement Fee Agreement not modified by this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the County, the Sheriff, and the City have caused this Agreement to be executed by their proper officers and attested with their corporate seals affixed hereto as set forth in triplicate originals.

Attest:

Bartow County

  
County Clerk

BY:  (Seal)  
Steve Taylor  
Sole Commissioner

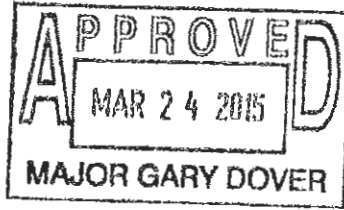
(Signatures continue on following page.)

Attest:

Amy B. Watters  
Witness

Sheriff

BY: Clark Millsap (Seal)  
Clark Millsap



Attest:

Rollie F. Swords  
City Clerk

City of Emerson

BY: [Signature] (Seal)  
Mayor

Amended Jail Construction, Staffing, and Reimbursement Fee Agreement

THIS AMENDED AGREEMENT is made and entered into this 29th day of February, 20 12, by and among Bartow County, a political subdivision of the State of Georgia (hereafter referred to as the "County"), the Sheriff of Bartow County (hereafter referred to as the "Sheriff"), and the City of Euharlee, a municipal corporation chartered under the laws of the State of Georgia (hereafter referred to as the "City"). The County and the Sheriff may hereafter be collectively referred to as "Housing Agency."

WITNESSETH:

WHEREAS the Housing Agency and the City had entered into a Jail Construction, Staffing, and Reimbursement Fee Agreement on or about September 7, 1993; and

WHEREAS, said Agreement provides for its amendment during the annual ninety day renewal period, which renewal period ends July 31 of this calendar year; and

WHEREAS, the Housing Agency and the City desire to make certain amendments to and to clarify certain provisions of said Agreement.

NOW, THEREFORE, in consideration of the benefits and responsibilities the Housing Agency and the City each receives and assumes, the Housing Agency and the City agree to the following amendments and clarifications of said Agreement.

1. The per diem charge for each City inmate incarcerated by the Housing Agency at the City's request is Twenty Five Dollars (\$25.00). A day begins upon an inmate's arrival, regardless of the time of that arrival, and lasts exactly 24 hours. If the City inmate is held for any part of a day, the \$25.00 per diem rate shall apply.
2. The Housing Agency shall provide the following to the City's inmates at the amended per diem rate:
  - up to three (3) meals a day;
  - personal property inventory and storage;
  - indigent bathing supplies, if needed;
  - a place to sleep;
  - clean inmate clothing;
  - access to mass media (television);
  - access to a means of communicating with lawyer, family, and court(s);
  - adequate medical care (excluding outside costs such as prescription drugs, outside medical care, hospital care, ambulance transport);
  - processing paperwork associated with the arrest of an inmate on state charges.(See provision 4 below for further discussion of issues associated with the handling of inmates facing state charges.)
3. The Housing Agency shall not be responsible for accepting any inmate who needs immediate medical care unless the City arrests an inmate on behalf of an agency outside

of Bartow County and said inmate is facing a felony charge and is not facing any City charges.

4. To prevent duplicate fingerprinting of any inmate brought to the Housing Agency by the City:
  - (a) The Housing Agency shall fingerprint all inmates facing charges who have been brought in by the City. In order for the Housing Agency to fingerprint said inmates, the City shall provide to the Housing Agency the following or perform the following:
    - proper committal documents, e.g. warrants, teletypes;
    - copy of the arresting agency's arrest and booking report, if completed and available;
    - ensure that the Housing Agency has the correct arrest information by completing the highlighted portion of the jail-booking card.
  - (b) If the City does not want the Housing Agency to fingerprint an inmate facing charges, the City shall deliver to the Housing Agency a completed O.B.T.S. form (containing the proper O.R.I.) at the same time the City delivers said inmate.
5. If the City fails to deliver the completed O.B.T.S. form at the same time it delivers the inmate facing state charges and said inmate is fingerprinted twice, it shall be the responsibility of the City to correct the inmate's record.
6. (a) The City shall be responsible for the payment of necessary outside medical care costs (as referenced in provision 2 above) for said inmate.
  - (b) If said inmate requires outside medical care which costs more than \$100.00, the Housing Agency will make a reasonable effort to contact the City so that the City may decide whether to release said inmate rather than incur the additional costs. Notwithstanding the foregoing, if the Housing Agency believes that said inmate requires immediate medical care, it shall not be required to inform the City before obtaining such care.
  - (c) If the City decides not to release said inmate, the Housing Agency shall provide security at the hospital or medical facility for one (1) hour at no charge to the City. Subsequently, the City shall be responsible for Housing Agency's fees for providing security. The fee shall be Twenty Dollars (\$20.00) per hour and applies whether or not the inmate is to be served a state warrant or is arrested after being admitted to the hospital or medical facility.
7. The City shall be responsible for:
  - delivering court paper work involving boarder inmates to the Housing Agency or in the absence of paper work, noting the court status on the inmate's booking card;
  - notifying the Housing Agency's shift commander that an inmate will not be returning when the City Court has released said inmate;
  - where needed and appropriate and regardless of whether the inmate is a boarder, delivering other documents including, but not limited to:
    - =Victim Notification forms and Stalking forms which should be securely attached to the



- warrant(s), whether or not the inmate is currently incarcerated;
- =Bond forms which must be completed and signed at the time such forms are delivered by the City's agent.
- =information about how/where to contact the victim.


The Housing Agency cannot take on liability for failure to contact the victim in the absence of the victim's contact information.

8. In reference to provision 7 above, the Housing Agency and the City agree that the Housing Agency may not sign a City Bonding form and that the Housing Agency shall not accept a cash bond on behalf of the City.
9. The City shall have access to a web site of the Housing Agency which shows a list of inmates housed by the Housing Agency and how long the inmates have been so housed. Information about how to access the web site is contained in Exhibit A which is attached to this Agreement and incorporated herein. If the City does not have an internet connection, the City may obtain the information by requesting that the Housing Agency transmit said information by facsimile. This request may be made and acted upon Monday through Friday of every week, excluding holidays.
10. The Housing Agency and the City agree that this Agreement serves as an addendum to the Criminal Justice Information System Network Service agreement currently in use by the Housing Agency as well as an amendment and clarification to the September 7, 1993, Jail Construction, Staffing and Reimbursement Fee Agreement.
11. All terms and conditions of the September 7, 1993, Jail Construction, Staffing, and Reimbursement Fee Agreement not modified by this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the County, the Sheriff, and the City have caused this Agreement to be executed by their proper officers and attested with their corporate seals affixed hereto as set forth in triplicate originals.

Attest:

Bartow County

  
DEPUTY County Clerk

BY:  (Seal)  
Clarence Brown  
Sole Commissioner

(Signatures continue on following page.)

Attest:

Sheriff

*Mary Madon*  
Witness

BY: *Clark Millsap* (Seal)  
Clark Millsap

Attest:

*Brenda King*  
City Clerk

City of Euharlee  
BY: *Kathryn Smith* (Seal)  
Mayor

Amended Jail Construction, Staffing, and Reimbursement Fee Agreement

THIS AMENDED AGREEMENT is made and entered into this 8<sup>th</sup> day of August, 2005, by and among Bartow County, a political subdivision of the State of Georgia (hereafter referred to as the "County"), the Sheriff of Bartow County (hereafter referred to as the "Sheriff"), and the City of Kingston, a municipal corporation chartered under the laws of the State of Georgia (hereafter referred to as the "City"). The County and the Sheriff may hereafter be collectively referred to as "Housing Agency."

WITNESSETH:

WHEREAS the Housing Agency and the City had entered into a Jail Construction, Staffing, and Reimbursement Fee Agreement on or about October 11<sup>th</sup>, 1993; and

WHEREAS, said Agreement provides for its amendment during the annual ninety day renewal period, which renewal period ends July 31 of this calendar year; and

WHEREAS, the Housing Agency and the City desire to make certain amendments to and to clarify certain provisions of said Agreement.

NOW, THEREFORE, in consideration of the benefits and responsibilities the Housing Agency and the City each receives and assumes, the Housing Agency and the City agree to the following amendments and clarifications of said Agreement.

1. The per diem charge for each City inmate incarcerated by the Housing Agency at the City's request is Twenty Dollars (\$20.00). A day begins upon the inmate's arrival, regardless of the time of that arrival, and lasts exactly 24 hours. If the City inmate is held for any part of a day, the \$20.00 per diem rate shall apply.
  
2. The Housing Agency shall provide the following to the City's inmates at the amended per diem rate:
  - up to three (3) meals a day;
  - personal property inventory and storage;
  - indigent bathing supplies, if needed;
  - a place to sleep;
  - clean inmate clothing;
  - access to mass media (television);
  - access to a means of communicating with lawyer, family, and court(s);
  - adequate medical care (excluding outside costs such as prescription drugs, outside medical care, hospital care, ambulance transport);
  - processing paperwork associated with the arrest of an inmate on state charges.  
(See provision 4 below for further discussion of issues associated with the handling of inmates facing state charges.)

3. The Housing Agency shall not be responsible for accepting any inmate who needs immediate medical care unless the City arrests an inmate on behalf of an agency outside of Bartow County and said inmate is facing a felony charge and is not facing any City charges.
4. To prevent duplicate fingerprinting of any inmate brought to the Housing Agency by the City:
  - (a) The Housing Agency shall fingerprint those inmates facing state charges who have been brought in by the City. In order for the Housing Agency to fingerprint said inmates, the City shall provide to the Housing Agency the following or perform the following:
    - proper committal documents, e.g. warrants, teletypes;
    - copy of the arresting agency's arrest and booking report, if completed and available;
    - ensure that the Housing Agency has the correct arrest information by completing the highlighted portion of the jail-booking card.
  - (b) If the City does not want the Housing Agency to fingerprint an inmate facing state charges, the City shall deliver to the Housing Agency a completed O.B.T.S. form (containing the proper O.R.I.) at the same time the City delivers said inmate.
5. If the City fails to deliver the completed O.B.T.S. form at the same time it delivers the inmate facing state charges and said inmate is fingerprinted twice, it shall be the responsibility of the City to correct the inmate's record.
6. (a) The City shall be responsible for the payment of necessary outside medical care costs (as referenced in provision 2 above) for said inmate.
  - (b) If said inmate requires outside medical care which costs more than \$100.00, the Housing Agency will make a reasonable effort to contact the City so that the City may decide whether to release said inmate rather than incur the additional costs. Notwithstanding the foregoing, if the Housing Agency believes that said inmate requires immediate medical care, it shall not be required to inform the City before obtaining such care.
  - (c) If the City decides not to release said inmate, the Housing Agency shall provide security at the hospital or medical facility for one (1) hour at no charge to the City. Subsequently, the City shall be responsible for Housing Agency's fees for providing security. The fee shall be Twenty Dollars (\$20.00) per hour and applies whether or not the inmate is to be served a state warrant or is arrested after being admitted to the hospital or medical facility.

7. The City shall be responsible for:
- delivering court paper work involving boarder inmates to the Housing Agency or in the absence of paper work, noting the court status on the inmate's booking card;
  - notifying the Housing Agency's shift commander that an inmate will not be returning when the City Court has released said inmate;
  - where needed and appropriate and regardless of whether the inmate is a boarder, delivering other documents including, but not limited to:
    - =Victim Notification forms and Stalking forms which should be securely attached to the warrant(s) whether or not the inmate is currently incarcerated;
    - =Bond forms which must be completed and signed at the time such forms are delivered by the City's agent.
    - =information about how/where to contact the victim.

The Housing Agency cannot take on liability for failure to contact the victim in the absence of the victim's contact information.

8. In reference to provision 7 above, the Housing Agency and the City agree that the Housing Agency may not sign a City Bonding form and that the Housing Agency shall not accept a cash bond on behalf of the City.
9. The City shall have access to a web site of the Housing Agency which shows a list of inmates housed by the Housing Agency and how long the inmates have been so housed. Information about how to access the web site is contained in Exhibit A which is attached to this Agreement and incorporated herein. If the City does not have an internet connection, the City may obtain the information by requesting that the Housing Agency transmit said information by facsimile. This request may be made and acted upon Monday through Friday of every week, excluding holidays.
10. The Housing Agency and the City agree that this Agreement serves as an addendum to the Criminal Justice Information System Network Service agreement currently in use by the Housing Agency as well as an amendment and clarification to the October 11, 1993 Jail Construction, Staffing and Reimbursement Fee Agreement.
11. All terms and conditions of the October 11, 1993 Jail Construction, Staffing, and Reimbursement Fee Agreement not modified by this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the County, the Sheriff, and the City have caused this Agreement to be executed by their proper officers and attested with their corporate seals affixed hereto as set forth in triplicate originals.

Attest:

Bartow County

  
County Clerk

BY:  (Seal)  
Clarence Brown  
Sole Commissioner

(Signatures continue on following page.)



Attest:

Debra D. Stone  
Witness

Notary Public, Bartow County, Georgia  
My Commission Expires April 25, 2009

Sheriff

BY: Clark Millsap (Seal)  
Clark Millsap

Attest:

Samantha Si-Drew  
City Clerk

City of Kingston

BY: Patricia J. Sullivan (Seal)  
Mayor

## EXHIBIT A

To access the Housing Agency's website for reports:

Go to [www.bartow.org/bcso](http://www.bartow.org/bcso) .

Enter "show" (show is the username; do not enter the quotation marks)

Enter "bartow1"( bartow1 is the password; do not enter quotation marks)

**Access to this web site is for law enforcement agencies only and shall not be made available to the public.**

COPY

Amended Jail Construction, Staffing, and Reimbursement Fee Agreement

THIS AMENDED AGREEMENT is made and entered into this 6 th day of ~~January~~<sup>Feb</sup>, 2017, by and among Bartow County, a political subdivision of the State of Georgia (hereafter referred to as the "County"), the Sheriff of Bartow County (hereafter referred to as the "Sheriff"), and the City of White, a municipal corporation chartered under the laws of the State of Georgia (hereafter referred to as the "City"). The County and the Sheriff may hereafter be collectively referred to as "Housing Agency."

WITNESSETH:

WHEREAS the Housing Agency and the City had entered into a Jail Construction, Staffing, and Reimbursement Fee Agreement on or about September 6, 1993; and

WHEREAS, said Agreement provides for its amendment during the annual ninety day renewal period, which renewal period ends July 31 of this calendar year; and

WHEREAS, the Housing Agency and the City desire to make certain amendments to and to clarify certain provisions of said Agreement outside the confines of the renewal date and both are in agreement:

NOW, THEREFORE, in consideration of the benefits and responsibilities the Housing Agency and the City each receives and assumes, the Housing Agency and the City agree to the following amendments and clarifications of said Agreement.

1. The per diem charge for each City inmate incarcerated by the Housing Agency at the City's request is Twenty Five Dollars (\$25.00). A day begins upon an inmate's arrival, regardless of the time of that arrival, and lasts exactly 24 hours. If the City inmate is held for any part of a day, the \$25.00 per diem rate shall apply.
2. The Housing Agency shall provide the following to the City's inmates at the amended per diem rate:
  - up to three (3) meals a day;
  - personal property inventory and storage;
  - indigent bathing supplies, if needed;
  - a place to sleep;
  - clean inmate clothing;
  - access to mass media (television);
  - access to a means of communicating with lawyer, family, and court(s);
  - adequate medical care (excluding outside costs such as prescription drugs, outside medical care, hospital care, ambulance transport);
  - processing paperwork associated with the arrest of an inmate on state charges.(See provision 4 below for further discussion of issues associated with the handling of inmates facing state charges.)
3. The Housing Agency shall not be responsible for accepting any inmate who needs

immediate medical care unless the City arrests an inmate on behalf of an agency outside of Bartow County and said inmate is facing a felony charge and is not facing any City charges.

4. To prevent duplicate fingerprinting of any inmate brought to the Housing Agency by the City:
  - (a) The Housing Agency shall fingerprint all inmates facing charges who have been brought in by the City. In order for the housing Agency to fingerprint said inmates, the City shall provide to the Housing Agency the following or perform the following:
    - proper committal documents, e.g. warrants, teletypes;
    - copy of the arresting agency's arrest and booking report, if completed and available;
    - ensure that the Housing Agency has the correct arrest information by completing the highlighted portion of the jail-booking card.
  - (b) If the City **does not** want the Housing Agency to fingerprint an inmate facing charges, the City shall deliver to the Housing Agency a completed O.B.T.S. form (containing the proper O.R.I.) at the same time the City delivers said inmate.
5. If the City fails to deliver the completed O.B.T.S. form at the same time it delivers the inmate facing charges and said inmate is fingerprinted twice, it shall be the responsibility of the City to correct the inmate's record.
6. (a) The City shall be responsible for the payment of necessary outside medical care costs (as referenced in provision 2 above) for said inmate.
  - (b) If said inmate requires scheduled outside medical care which costs more than \$100.00, the Housing Agency will make a reasonable effort to contact the City so that the City may decide whether to release said inmate rather than incur the additional costs. Notwithstanding the foregoing, if the Housing Agency believes that said inmate requires immediate medical care, it shall not be required to inform the City before obtaining such care.
  - (c) If the City decides not to release said inmate, the Housing Agency shall provide security at the hospital or medical facility for one (1) hour at no charge to the City. Subsequently, the City shall be responsible for Housing Agency's fees for providing security. The fee shall be Twenty Dollars (\$20.00) per hour and applies whether or not the inmate is to be served a state warrant or is arrested after being admitted to the hospital or medical facility.
7. The City shall be responsible for:
  - delivering court paper work involving boarder inmates to the Housing Agency or in the absence of paper work, noting the court status on the inmate's booking card;
  - notifying the Housing Agency's shift commander that an inmate will not be returning when the City Court has released said inmate;

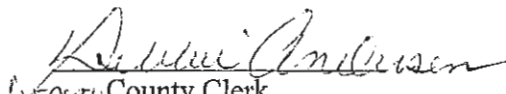
- where needed and appropriate and regardless of whether the inmate is a boarder, delivering other documents including, but not limited to:
  - = Victim Notification forms and Stalking forms which should be securely attached to the warrant(s), whether or not the inmate is currently incarcerated;
  - =Bond forms which must be completed and signed at the time such forms are delivered by the City's agent;
  - =information about how/where to contact the victim.

***The Housing Agency cannot take on liability for failure to contact the victim in the absence of the victim's contact information.***

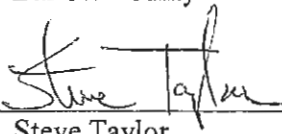
8. In reference to provision 7 above, the Housing Agency and the City agree that the Housing Agency may not sign a City Bonding form and that the Housing Agency shall not accept a cash bond on behalf of the City.
9. The City shall have access to a web site of the Housing Agency which shows a list of inmates housed by the Housing Agency and how long the inmates have been so housed. Information about how to access the web site is contained in Exhibit A which is attached to this Agreement and incorporated herein. If the City does not have an internet connection, the City may obtain the information by requesting that the Housing Agency transmit said information by facsimile. This request may be made and acted upon Monday through Friday of every week, excluding holidays.
10. The Housing Agency and the City agree that this Agreement serves as an addendum to the Criminal Justice Information System Network Service agreement currently in use by the Housing Agency as well as an amendment and clarification to the September 6, 1993, Jail Construction, Staffing and Reimbursement Fee Agreement.
11. All terms and conditions of the September 6, 1993, Jail Construction, Staffing, and Reimbursement Fee Agreement not modified by this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the County, the Sheriff, and the City have caused this Agreement to be executed by their proper officers and attested with their corporate seals affixed hereto as set forth in triplicate originals.

Attest:

  
Bartow County Clerk

Bartow County

BY:  (Seal)  
Steve Taylor  
Sole Commissioner


(Signatures continue on next page.)



Attest:

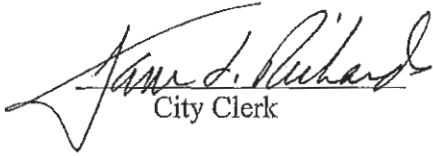
Sheriff

\_\_\_\_\_  
Witness

BY:  (Seal)  
Clark Millsap

Attest:

City of White

  
City Clerk

BY:  (Seal)  
Mayor/Manager



**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: BARTOW COUNTY**

**Service: Joint Fire and Emergency Services Training Facilities**

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 operation of Bartow County and City of Cartersville**
- 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>
Bartow County	SPLOST, General Fund
City of Cartersville	SPLOST, General Fund

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

A new joint training facility for public safety services is being established.

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>
Joint Fire and Emergency Services Training Facilities Agreement	Bartow County and City of Cartersville	4/5/12 - on-going

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 attached.

7. Person completing form: **Tom Sills, AICP, Planner**  
 Phone number: **770.607.6265**      Date completed: 11/16/17

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:  
**PETER OLSON, COUNTY ADMINISTRATOR (770) 387-5030**

STATE OF GEORGIA  
COUNTY OF BARTOW

JOINT FIRE and EMERGENCY SERVICES TRAINING FACILITIES AGREEMENT

THIS AGREEMENT, made and entered into this 5 day of April, 2012 by and between Bartow County, a political subdivision of the State of Georgia, hereinafter referred to as "County", and the City of Cartersville, a municipal corporation chartered under the laws of the State of Georgia, (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, County and City identified a mutual need to establish a new Fire and Emergency Services training center with updated equipment, as part of the joint public safety training facilities (here after referred to as training facilities) to be funded from the proceeds of a Special Purpose Local Options Sales Tax (SPLOST) approved by the citizens of Bartow County by a referendum passed in November 2002 (collections began in April 2003 and is generally known as the 2003 SPLOST); and

WHEREAS, County and City agreed to share the cost of the equipment and facilities to provide a new training facility complex, which has been constructed on City/County owned property located at 180 Paga Mine Rd. Also, the County and City have utilized their respective public works and other staff in the construction of said facility in conjunction with Samples Construction and Pond & Associates; and

WHEREAS, the parties agree that the facilities for the firing range are located on Jointly owned real property, and the training facilities located thereon are personal property jointly owned by the City and County; and

WHEREAS, County and City desire to contract one with the other for the purpose of setting out the provisions of the joint use of the new training facilities; and

WHEREAS, Pursuant Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, the parties may contract with one another for the provision of services for any period not exceeding fifty (50) years, and

WHEREAS, County and City deem it to be in the best interest of the citizens of Bartow County and the City of Cartersville that this Agreement be entered into; and

WHEREAS, the Commissioner of Bartow County has reviewed this Agreement and has adopted a resolution authorizing him to execute it on behalf of County; and the City Council of Cartersville, at the regular meeting of the City Council, has reviewed this Agreement and authorized its Mayor and City Clerk to execute the Agreement.

NOW THEREFORE, in consideration of the mutual benefits and promises contained herein, it is agreed as follows:

1.

There is joint ownership of the property where the Public Safety Training Center is located. Exhibit "A" attached hereto and incorporated herein by reference containing approximately 12.008 acres at a purchase price of \$ 120,080.00. Title to the property shall remain in the name of the Joint Ownership.

2.

County and City agree to share access to said training facilities. for the joint use of the Cartersville Fire Department and the Bartow County Fire Department for all approved and mandated certification training and practice in the use and care of fire and emergency response and related equipment; and for all other activities which are allowed to be conducted at said facilities, by said agencies.

3.

Only employees, individuals, or representatives as authorized or designated by Bartow County shall be permitted to use said facilities on behalf of County, and only employees, individuals and representatives authorized or designated by the City of Cartersville shall be permitted to use said facilities on behalf of City.

4.

The Fire Chief for Bartow County and the Fire Chief for the City of Cartersville will establish a schedule for staffing as needed. Any maintenance of the facility conducted by County and/or Municipality, parties shall share one-half the cost and expense of the maintenance of the Training Facilities and utility cost, and for the cost and expense of equipment repair and replacement. This is to include insurance coverage for property and structures. There shall be one policy holder based on lowest price with both parties responsible at 50% of total for annual premiums and applicable deductibles. Any future construction or changes that would affect section 9 paragraph c shall be agreed upon by both City and County in writing and added as future attachments to this original document.

5.

To the extent as provided by law the County will agree to indemnify and hold harmless City from any and all claims, actions, damage cost and suits caused by or resulting from the actions and/or use of said facilities by its employees, representatives, and invitees of the County and the Bartow County Fire Department; and likewise, City and City Fire Chief will agree to indemnify and hold harmless, the County and the County Fire Chief from any and all claims, actions, costs and suits caused by or resulting from the actions and/or use of an employee, representative, or invitees of the City.

6.

In the event of any claim, suit action or damages resulting involving or resulting from the joint use of the facilities, by the County and City employees, representatives and invitees of



County and City, then both parties agree to be jointly responsible for the payment of any cost, or damages as a result of claims, suits and actions, arising from the joint use of the facilities.

7.

This Agreement shall commence on the date of its execution by the parties and terminate 50 years from the date of its commencement, unless otherwise terminated as set forth below.

8.

In the event either party shall decide to terminate this Agreement before its stated date of expiration, the Agreement may be terminated by the mutual consent of Municipality and County upon the terms and conditions as may be agreed upon. If the parties are unable to agree, the provisions set forth below in Section 9 shall apply.

9.

If either party seeks to terminate the agreement and the parties cannot agree to the terms and conditions for a fair settlement for termination; then the following terms and conditions shall apply.

a. The parties agree that the cost of construction of the joint training facilities, including in-kind contributions, and land cost is: \$2,500,000.00

b. The City and County agrees that the each party contributed one-half (1/2) of said cost of construction, equaling (hereinafter "Base Cost).

c. Any future capital improvements, expansion or construction of additional structures or facilities, at a cost of greater than \$5000.00, after the execution of this document, which value shall be added to the Base Cost prorated from the time of completion to the final expiration date of this original agreement.

d. Agreeing that the term of this Agreement is 50 years, if either party desires to terminate the Agreement, the remaining party shall pay to the other a pro-rated amount of the Base Cost, as indicated below:

i. If this Agreement is terminated in the first year, the remaining party shall pay an amount equal to the Base Cost For the purpose of the formula herein year one of the Agreement shall be 2012.

ii. If the Agreement is terminated after the first year, the remaining party shall pay the other an amount equal to the Base Actual Cost minus 1/50<sup>th</sup> (or 2%) of the Base Actual Cost for each year the Agreement has been in force.

iii. An example of the reduction of payment of cost shall be:

Year of Termination:

Year 1	100% of Actual Cost
Year 2	98% of Actual Cost
Year 3	96% of Actual Cost
Year 4	94% of Actual Cost

10.

Time is of the essence in the performance of this Agreement.

11.

This Agreement contains all of the terms and conditions and represents the entire understanding of the parties. Any changes, alterations, or modifications of this Agreement shall be invalid, unless made by amendment in writing, expressing the mutual consent of the parties to any such changes, alterations and modifications.

IN WITNESS WHEREOF, County and City have caused this Agreement to be fully executed by their proper authorities and attested with their official seals affixed hereto, as set forth in triplicate originals.

CITY OF CARTERSVILLE

BY: Matthew Roper  
MAYOR

ATTEST: Connie Keeling  
CITY CLERK

BARTOW COUNTY

BY: Rosemary Brown  
COMMISSIONER

ATTEST: Kathy Lico  
COUNTY CLERK

EXHIBIT A  
Legal Description

DDC# 005935  
FILED IN OFFICE  
05/12/2009 03:04 PM  
BK# 2362 PG# 316-317  
GARY BELL  
CLERK OF SUPERIOR  
COURT  
BARTOW COUNTY

*Gary Bell*

REAL ESTATE TRANSFER T  
AX  
PAID: \$0.00

RETURN TO:  
H. BOYD PETTIT, III  
P.O. BOX 1178  
CARTERSVILLE, GEORGIA 30120  
(404) 382-9592

PT. 01-008-2009-001823

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF BARTOW

THIS INDENTURE, made as of the 28<sup>th</sup> day of April, in the year of our Lord Two Thousand Nine between BARTOW COUNTY, a Political Subdivision of the State of Georgia, party of the first part, (Grantor) and CITY OF CARTERSVILLE, a Municipal Corporation of the State of Georgia of the second part (Grantee).

WITNESSETH; that the said party of the first part, for and in consideration of Ten (\$10) Dollars, and other valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, the following described property, to wit:

AN UNDIVIDED ONE-HALF INTEREST IN AND TO:

ALL THAT TRACT AND PARCEL OF LAND lying and being in Land Lots 767, 768, 745 and 746 of the 4<sup>th</sup> District, 3<sup>rd</sup> Section, Bartow County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin placed on the west right of way margin of Paga Mine Road (40' R/W) said iron pin being located a distance of 2116.18 feet, more or less, in a northerly direction along said right of way margin from where said right of way margin of Paga Mine Road (40' R/W) intersects with the north land lot line of Land Lot 818, said iron pin being the True Point of Beginning; from said True Point of Beginning and leaving said right of way margin of Paga Mine Road run thence North 88 degrees 34 minutes 31 seconds West a distance of 654.14 feet to an iron pin placed; continue North 87 degrees 18 minutes 36 seconds West a distance of 476.33 feet to an iron pin placed; thence run North 02 degrees 47 minutes 59 seconds East a distance of 185.19 feet to an iron pin placed; thence run North 47 degrees 06 minutes 44 seconds East a distance of 75.46 feet to an iron pin placed; thence run North 01 degree 31 minutes 36 seconds East a distance of 240.76 feet to an iron pin placed; thence run North 36 degrees 19 minutes 07 seconds East a distance of 168.07 feet to an iron pin placed; thence run North 89 degrees 06 minutes 27 seconds East a distance of 389.28 feet to an iron pin placed; thence run South 38 degrees 39 minutes 41 seconds East a distance of 394.52 feet to an iron pin placed; thence run South 61 degrees 24 minutes 05 seconds East a distance of 128.82 feet to an iron pin placed; thence run South 60 degrees 43 minutes 07 seconds East

a distance of 312.63 feet to an iron pin placed along the west right of way margin of Paga Mine Road (40' R/W); thence run along the west right of way margin of Paga Mine Road in a generally Southeasterly direction along the arc of a curve a length of 13.26 feet to a point (said curve having a radius of 139.28 feet and being subtended by a chord with a bearing South 53 degrees 41 minutes 11 seconds West a distance of 13.27); continue along right of way margin in a generally Southeasterly direction along the arc of a curve a length of 138.7 feet to a point (said curve having a radius of 139.28 feet and being subtended by a chord with a bearing South 27 degrees 53 minutes 07 seconds West a distance of 133.05); continue along said right of way margin South 00 degrees 38 minutes 46 seconds East a distance of 16.89 feet to an iron pin placed and the True Point of Beginning.

The above described property contains 12.008 acres, more or less, as shown by Plat prepared for City of Cartersville by William C. Smith, Registered Land Surveyor Number 1803 dated June 6, 2008, June 9, 2008; revised October 14, 2008, revised October 30, 2008 and revised April 23, 2009, recorded in Plat Book 70, Page 91, Bartow County Deed Records. Reference being made to said plat for a more perfect description of subject property herein conveyed.

Grantor herein specifically reserves a 50' Utility Easement adjacent to Paga Mine Road (40' RAW) as shown on the above survey.

Said undivided one-half interest in the 12.008 acres, more or less, is for jointly owned public safety training facilities and being a PORTION of that certain property acquired by Bartow County in deeds dated November 2, 2007, recorded in Deed Book 2246, Pages 567 and 573, and being a PORTION of that certain property acquired by Bartow County in deed dated April 26, 1996, recorded in Deed Book 948, Page 136 Bartow County, Georgia Records.

THIS CONVEYANCE is made subject to all zoning ordinances, easements and restriction of record affecting said described property.

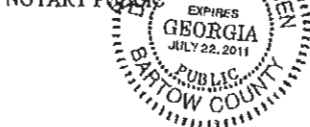
TO HAVE AND TO HOLD said described property unto the said CITY OF CARTERSVILLE, a Municipal Corporation of the State of Georgia, its successors and assigns, forever in fee simple with full warranty of title, and said undersigned will forever defend the title to said property against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered in the presence of:

Annette Cochran  
WITNESS

Delia Anderson  
WITNESS



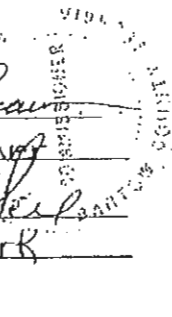
BARTOW COUNTY

BY: Clarence Brown

TITLE: Commissioner

ATTEST: Kathy Miller

TITLE: County Clerk

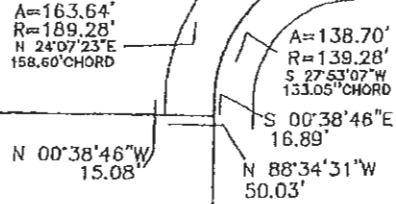




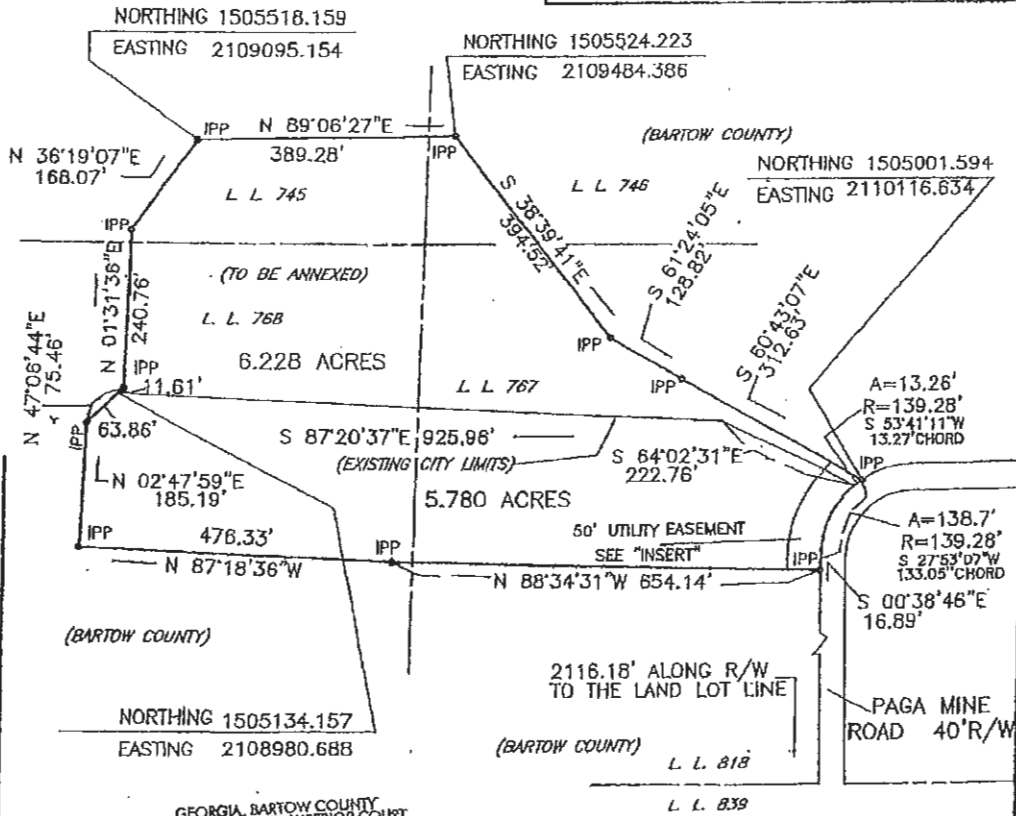
SURVEY FOR  
**CITY OF CARTERSVILLE**  
 PROPERTY IN THE CITY OF CARTERSVILLE  
 IN LAND LOTS 767 & 768  
 AND IN LAND LOTS 745 & 746  
 4th DISTRICT, 3rd SECTION  
 BARTOW COUNTY, GEORGIA  
 TOTAL AREA = 12.008 ACRES

INSERT NOT  
 TO SCALE

50' UTILITY EASEMENT



(BARTOW COUNTY)



GEORGIA BARTOW COUNTY  
 CLERKS OFFICE SUPERIOR COURT  
 Filed for record this 12 day of  
May 2008 at 3:00 o'clock P.M.  
 Recorded for flat record No. 20  
 Page 41 of 12 pages  
 WATKINS

5680.CRD 5660-5.DWG  
 FLOOD INSURANCE RATE MAP 13015C0268 G  
 DATED SEPT.28,2007 SHOWS THIS PROPERTY  
 IS NOT IN THE 100 YEAR FLOOD ZONE.

NOTE: IRON PINS ARE (1/2"RE-BAR)  
 EXCEPT AS SHOWN.

FIELD TRAVERSE:  
 CLOSURE; ONE FOOT IN 61,000 FEET  
 USING A LIETZ SET 3.  
 ANGULAR ERROR; 0'00'02"PER ANGLE  
 POINT USING A LIETZ SET 3.  
 ADJUSTED; USING THE COMPASS RULE.

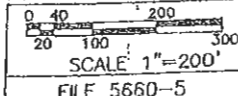
SMITH & SMITH LAND SURVEYORS, P.C.  
 2 SOUTH AVENUE, CARTERSVILLE, GA. 30120  
 PHONE 770-362-0457

REGISTERED LAND SURVEYOR No. 1803



R/W	RIGHT OF WAY	R	RADIUS LP-- LIGHT POLE
IPP	IRON PIN PLACED	-X-X-	FENCE
IPP	IRON PIN FOUND	---	LAND LOT LINE
CM-M	CONCRETE MARKER	⊙	CENTER LINE
CH	CHORD	---	POWER LINE
L OR A	LENGTH OF CURVE	PP--	POWER POLE

PLAT CLOSURE;  
 ONE FOOT IN  
 253,000 FEET.  
 JUNE 6, 2008  
 JUNE 9, 2008  
 REVISED 10-14-08  
 REVISED 10-30-08  
 REVISED 04-23-09



FILE 5660-5

GEORGIA ZONE WEST  
 GRID NORTH

STATE OF GEORGIA

BARTOW COUNTY

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, entered into by and between BARTOW COUNTY, a political subdivision of the State of Georgia, hereinafter referred to as County and THE CITY OF CARTERSVILLE, a Georgia Municipal Corporation hereinafter referred to as City.

WHEREAS, Pursuant to, Article IX, Section 3, paragraph 1 of the Constitution of the State of Georgia City and County may contact with each other for a period of time, not to exceed fifty (50) years; and

WHEREAS, City and County desire to provide for joint training facilities for City and County law enforcement, fire fighters and other emergency operations; and

WHEREAS, City and County have determined it is in their best interest to provide a joint public safety training facility and to equally share the cost of constructing said facilities; and

WHEREAS, the joint firing range has already been constructed by the parties, which have equally shared the cost thereof; and

WHEREAS, City and County have agreed to purchase and to jointly own 12.00 (+) acres owned by the Bartow County Water Department at a cost of \$10,000 per acre, each party sharing one-half (1/2) of the cost of the purchase of said tract located on Paga Mine Road for said public safety facility; and

WHEREAS, said Water Department has agreed to extend a water line to serve the public safety facility located on Paga Mine Road at a cost of not to exceed \$200,000.00, the cost which shall be equally shared by the parties hereto; and

WHEREAS, Fibercon an operation of City has agreed to provide fiber-optic lines for phone, high speed internet service and other services to said public safety facility to be constructed on said property located on Paga Mine Road at a cost of \$53,375.00, the cost of which shall be equally shared by the parties, hereto; and

WHEREAS, City and County have agreed to equally share in the cost of all furnishing, fixtures and equipment required for said public safety facility and to equally share the maintenance and operational cost of said public safety facility, to be located on Paga Mine Road.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1.

City and County shall pay to the Bartow County Water Department an equal amount to \$10,000 per acre, each party sharing one-half (1/2) of the cost of the purchase of said approximately 12.00 acre tract located on Paga Mine Road, to be used as a public safety facility as indicated on the survey attached or to be attached as Exhibit "A" and approved by both parties.

2.

City and County shall pay an amount not to exceed \$100,000.00 each to the Bartow County Water Department to extend a water line to serve the public safety facility to be located on Paga Mine Road.

3.

City and County shall pay one-half of said price not to exceed \$53,335.00 to run fiber optic line to serve said public safety facility on Paga Mine Road.

4.

City and County shall be equally responsible for the cost of all furniture fixtures and equipment for said public safety facility and shall equally share the cost of operations and maintenance for said facility to be constructed on the property located on Paga Mine Road.

5.

The City and County shall provide at no cost to the other, all necessary easements on their respective properties and access on right of way as necessary for utility installations and access to serve said public safety facility and property.

6.

The County and City agree to indemnify and hold harmless the other from and all claims, actions, injuries, damages and lawsuits resulting from either party's performance of their obligations under this agreement, to the extent allowed by law.

7.

Official notices, payments and correspondence to the County shall be delivered in person or transmitted via U.S. Mail, postage prepaid addressed to the County Administrator of Bartow County at Suite 251, 135 West Cherokee Avenue, Cartersville, Georgia 30120 and Official notices and correspondence to Cartersville shall be delivered in person or transmitted via U.S. mail postage prepaid, addressed to the City Manager of Cartersville, at Post Office Box 1390, Cartersville, Georgia 30120.

8.

This Agreement contains all the terms and conditions and represents the entire Agreement between the parties and supersedes any pre-existing Agreement related to the Facility. Any alteration of this Agreement shall be invalid unless made by an amendment in writing, duly executed by the parties. There are no understandings, representations, or agreements, written or oral other than those contained in this Agreement.

9.

Time is of the essence in this Agreement.

IN WITNESS WHEREOF, the County and City have caused this Agreement to be duly executed by their proper officers and attested with their corporate seals affixed hereto as set forth in duplicate originals.

Attest:

**BARTOW COUNTY, GEORGIA**

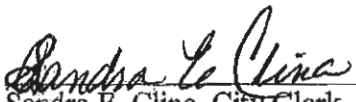
  
\_\_\_\_\_  
Kathy Gill, County Clerk

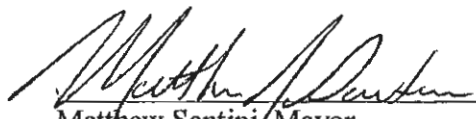
  
\_\_\_\_\_  
Clarence Brown, Commissioner

Date: 4/20/09

Attest:

**CITY OF CARTERSVILLE**

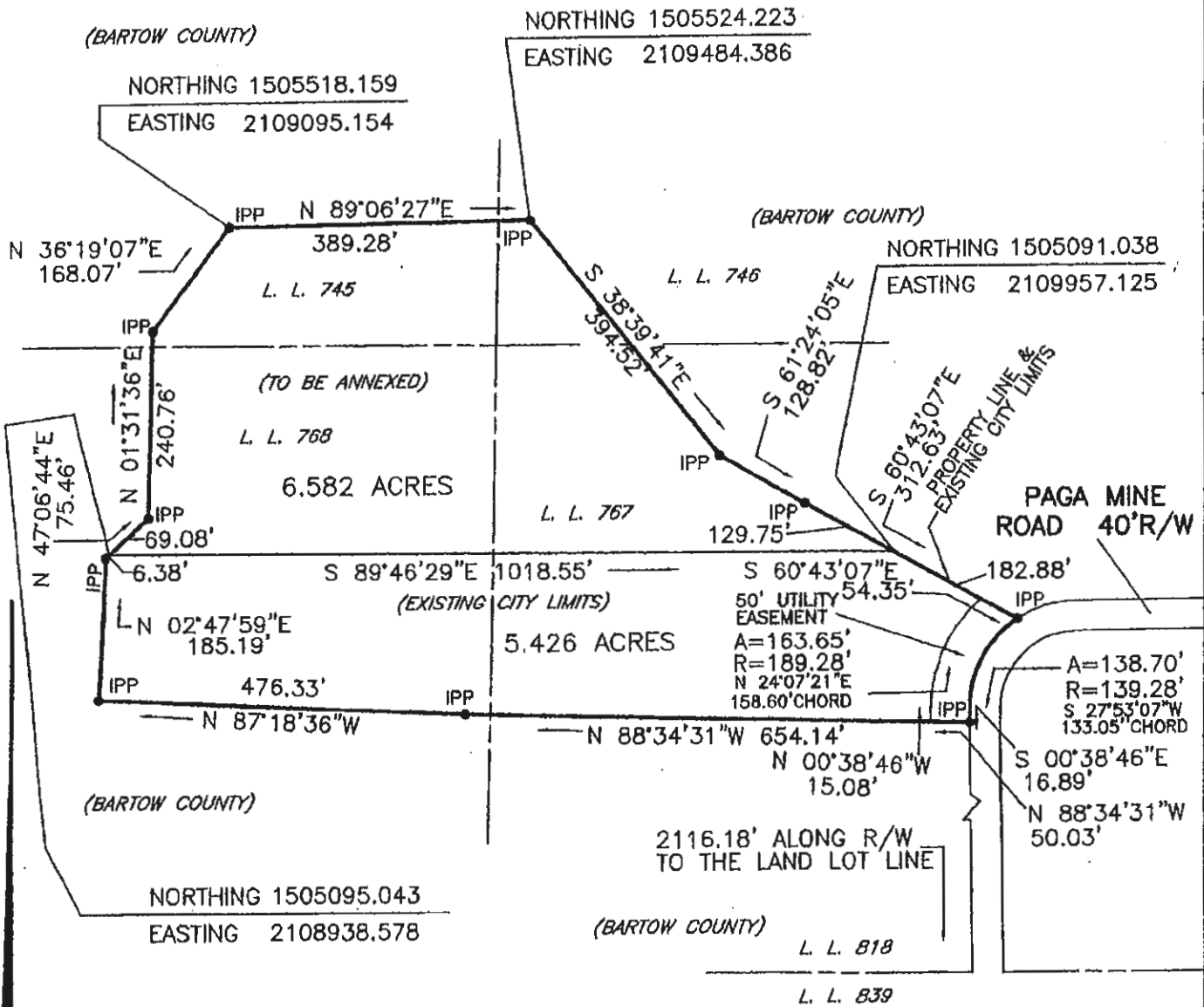
  
\_\_\_\_\_  
Sandra E. Cline, City Clerk

  
\_\_\_\_\_  
Matthew Santini, Mayor

Date: April 2, 2009

Exhibit A

SURVEY FOR  
**CITY OF CARTERSVILLE**  
 PROPERTY IN THE CITY OF CARTERSVILLE  
 IN LAND LOTS 767 & 768  
 AND IN LAND LOTS 745 & 746  
 4th DISTRICT, 3rd SECTION  
 BARTOW COUNTY, GEORGIA  
 TOTAL AREA = 12.008 ACRES



FIELD TRAVERSE:  
 CLOSURE; ONE FOOT IN 61,000 FEET

5660.CRD 5660-5.DWG  
 FLOOD INSURANCE RATE MAP 13015C0268 G  
 DATED SEPT.28,2007 SHOWS THIS PROPERTY  
 IS NOT IN THE 100 YEAR FLOOD ZONE





**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: BARTOW COUNTY**

**Service: 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.): **Bartow 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>
CVB	Hotel-Motel Tax, User Fees, Grants
Bartow County	General Fund, User fees
City of Adairsville	General Fund

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

The CVB will operate and manage Bartow-Carver Park (now George Washington Carver Park) to promote tourism and recreation and to attract economic development. Bartow County manages Rex Moncus Park for the City of Adairsville.

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>
Mgmt Agmt - Carver	Bartow County, CVB	1/11/17 - auto-renew
Mgmt Agmt - Rex Moncus	Bartow County, Adairsville	7/15/15 - auto-renew

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?

See attached resolutions

7. Person completing form: **Tom Sills, AICP, Planner**  
 Phone number: **770.607.6265**      Date completed: 1/18/18

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:  
**PETER OLSON, COUNTY ADMINISTRATOR (770) 387-5030**

**MANAGEMENT AGREEMENT**  
for the operation of  
Bartow-Carver Park, f/k/a George Washington Carver State Park

Bartow County, Georgia

This agreement made this 1<sup>st</sup> day of January 2017 by and between **Bartow County, Georgia**, a political subdivision of the State of Georgia, and the **Cartersville-Bartow County Tourism Council, Inc. d/b/a/ the Cartersville-Bartow County Convention and Visitors Bureau** (hereinafter “**CVB**”), a non-profit corporation created by local ordinances of Bartow County and the City of Cartersville.

**WHEREAS**, the former George Washington Carver State Park, located on U.S. Corps of Engineers at the end of Bartow Carver Road in Bartow County, was taken over by Bartow County as Bartow-Carver Park (“hereinafter ‘**Carver Park**’) which was managed by the County’s Parks and Recreation Department; and

**WHEREAS**, the County has applied for grant funding from the National Park Service to upgrade and renovate Carver Park and recognize and honor its history as the first Georgia State Park named in honor of an African-American; and

**WHEREAS**, all parties hereto agree that the purpose of Carver Park is recreation, tourism and economic development, and it is expressly not to be a public forum or to provide a forum for expressive activity and that Carver Park is not dedicated to First Amendment activity; and it is further the intent of the parties hereto that Carver Park be considered a nonpublic forum, subject to the reasonable restrictions set forth herein, which are designed to ensure the facility is used to promote economic development and are not designed to suppress expression based on the speaker’s viewpoint, consistent with the holdings of the U.S. Supreme Court regarding nonpublic fora; and

**WHEREAS**, Bartow County desires to have Carver Park operated and managed by the CVB, which organization has the skills and experience necessary for attracting economic development and promoting tourism and recreation; and the CVB Board of Directors shall have the final decision on use of the facilities, guided by the policies and purposes set forth herein; and

**WHEREAS**, it is intended that Carver Park operate for the above-stated public benefit purposes, and to have its costs covered by fees generated from the use of the facility and by relevant tourism produce development funds as allowed by law;

**NOW THEREFORE**, the parties hereto, in exchange for the mutual promises and benefits contained herein, agree as follows:

1. **Operation.** Carver Park shall be operated by the CVB. The CVB shall control scheduling and rental of the Facility. “**Facility**” as used herein shall refer to the entire Carver Park property including the grounds, parking areas, pavilion, resident manager’s house, boat launch, picnic areas, hiking and camping areas, access roads, outbuildings and also to any



part thereof, but specifically excludes the softball/baseball field on Bartow Carver Road. The parties recognize this property is leased from the Corps of Engineers and the CVB agrees to abide by the terms of the Corps lease, which includes Corps approval of any changes to the Facility.

2. **Term.** The term of this Agreement shall be annual. It shall terminate on December 31 of each year, and shall be automatically renewed, unless any party provides a written notice of termination at least sixty (60) days before the termination date; this termination may be without cause and for convenience. Automatic renewals shall continue for twenty-four additional annual terms. In the event any party wishes to terminate this agreement for breach of or non-compliance with a provision of this Agreement, termination may be effected with thirty (30) days written notice at any time during the term.
3. **Consideration.** The CVB shall provide its services without charge to the County.
4. **Obligations of CVB.** The CVB shall enforce the policies set forth in this Agreement and the Rules and Regulations it adopts pursuant to paragraph 26. The policies set forth in this Agreement are to be considered the minimum necessary, and CVB is empowered and expected to adopt Rules and Regulations designed to protect the public, the Facility staff and the Facility itself.
5. **Financial Accounts and Records / Dedicated Account.** The CVB shall maintain detailed financial records of all fees, funds and revenue collected and amounts expended in the operation of Carver Park and maintenance of its grounds, including costs for staff associated with the Facility and insurance costs attributable to the facility. CVB shall maintain a separate Dedicated Account to pay the costs of operation of the Facility, including maintenance, utilities, staff costs attributable to the Facility, and insurance costs attributable to the Facility or operation thereof. All fees and revenue from the operation of the Facility shall be placed in this Dedicated Account, and any shortfall contribution for the funds contributed by the City and County for the operation and maintenance of this Facility. This Dedicated Account and the funds therein shall not be intermingled with funds used to run CVB and perform its other functions. The CVB shall open its records and books to the County upon demand. The CVB shall provide an annual independent financial audit of its operations of Carver Park to Bartow County.
6. **Costs of Operation.** The CVB shall pay all costs of operation of the Facility, including maintenance, utilities, staff costs attributable to the Facility, and insurance costs attributable to the Facility, from the Dedicated Account specified in paragraph 5. It is intended by the parties that the Fees for operation of the Facility, in combination with the contribution of a portion of the hotel-motel tax provided to CVB by Bartow County, shall generate sufficient revenue to offset the costs of operation and maintenance of the Facility. To the extent the revenue from the facility does not offset the costs of the facility, the CVB shall present a budget request to Bartow County for revenue support for the facility, in a timely fashion for the budget preparation deadlines of the County.

7. **Hotel-Motel Excise Tax Contribution.** Bartow County was authorized by Senate Bill 432 to impose, levy and collect a hotel-motel excise tax pursuant to O.C.G.A. § 48-13-51(b), at the rate of 8 percent. Of that amount, 1.5% is dedicated to tourism product development and is provided to the CVB. Such funds can be used to maintain Carver Park.
8. **Insurance.** The County shall maintain property insurance on the Facility. The CVB shall reimburse the County for this cost within 30 days of being invoiced from the Dedicated Account(s) specified in paragraph 5. The CVB shall maintain statutory worker's compensation insurance as required by law and automobile insurance with limits of \$1,000,000 for use of owned, non-owned and hired vehicles. Insurance costs attributable to the Facility or the operation thereof shall be paid out of the Dedicated Account.
9. **Rental Policy.** Carver Park is intended to promote economic development and tourism. Therefore, the primary and most desirable users would be businesses and groups related to those goals, that bring positive attention and economic benefit to Bartow County. The CVB shall be authorized to refuse rental or use of the facility to any group or organization that is inconsistent with these purposes and the purposes set forth above in the "Whereas" clauses of this Agreement. The decision of the CVB Executive Director may be appealed to its Board of Directors. The decision of the CVB Board shall be final. Rental and usage shall be scheduled by the CVB. Use of the facility for illegal purposes is forbidden.
10. **Use of Facility by Local Governments.** The Facility shall be usable without charge by Bartow County when requested for governmental or official purposes.
11. **Rental Rates.** The rental rates and other fees for use of the Facility shall be as set by the CVB. The Fee Schedule may be modified by the CVB Board, based on their experience operating the Facility, but any modification should be sent to the Bartow County Administrator for review and approval prior to adoption. The CVB Executive Director shall be authorized to reduce rates for non-profit organizations that are tax exempt under Internal Revenue Code Sec. 501(c)(3) and are charitable organizations desiring to use the facility to provide a charitable function for the benefit of the public in general. The CVB Board shall be authorized to waive fees for select community-wide events or in humanitarian emergencies.
12. **Security Deposits.** Security deposits shall be required to ensure the Facility is cleaned properly after use and is undamaged. Security deposits shall be higher for events serving alcohol. Guidelines for security deposits shall be developed by CVB. The CVB Executive Director shall be authorized to set security deposits as necessary for the type of event and shall be authorized (but not required) to waive them for charitable, non-profit, community-wide, and similar events.
13. **Rental Limitations.** Reservations may be made up to but not more than two (2) years in advance. No regularly scheduled weekend meetings by any group will be permitted.
14. **Concessions and Merchandise.** The CVB reserves the right to sell, at its discretion, foods, non-alcoholic beverages, alcoholic beverages, merchandise of all types and operate



checkrooms, either directly or through contractors. The CVB can set other policies relating to concessions.

15. **Booking Deposits.** The CVB shall set a policy for deposits for booking.
16. **Deposit Refund Policy.** The CVB shall set a policy for deposit refunds.
17. **Food and Beverage.** The CVB shall set a policy for kitchen use and caterers.
18. **Non-Catered Functions.** The CVB shall set a policy for non-catered functions.
19. **Resident Manager's House.** Carver Park includes a resident manager's house, that was formerly used by the County employee who managed the Park. The CVB shall be authorized to provide the house to whomever it hires as resident manager. Such person shall pay the utilities but the CVB shall not charge rent. Maintenance of the house shall be the responsibility of the CVB or as otherwise agreed.
20. **Alcohol.** The CVB shall set a policy for service of alcohol.
21. **Security.** Functions serving alcohol are required to hire security officers in a number set by the CVB. The CVB has discretion to set requirements for security officers for other events as it sees necessary to protect the public, the attendees at the Event, the Facility and the staff.
22. **Animals.** No animals or pets (other than service animals) may be allowed in Carver Park without prior written permission of CVB staff.
23. **Smoking.** Carver Park is a smoke-free facility, other than for the designated Smoking Areas located on the grounds.
24. **Maintenance.** The CVB shall be responsible for maintenance, repair and upkeep or upgrade of the Facility, including janitorial, interior and exterior, kitchen equipment, furnishings and systems such as HVAC and audio/video, using funding provided by rental and provided through the hotel motel excise tax. County maintenance personnel shall assist with maintenance where able at the request of the Executive Director, which requests shall be made through the County Facilities Director.
25. **Cooperation with Corps of Engineers.** The CVB shall cooperate with the Corps of Engineers and abide by its rules and regulations and Allatoona Lake Management Plan. No changes to the Facility can be made without approval of the Corps and the County.
26. **Rules and Regulations / Facilities License Agreement.** Other policies as required for the reasonable administration of Carver Park and protection of the Facility from damage may be implemented by the CVB in the form of Rules and Regulations. The CVB shall develop a Facilities License Agreement and a Rules and Regulations policy manual.

27. **E-Verify.** CVB shall be required to be registered for and comply with Federal E-Verify requirements and the requirements of the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-91. CVB shall submit the required affidavit promulgated by the Georgia Department of Labor to affirm its compliance. "E-Verify" is an internet-based employment eligibility verification program, operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), that allows employers to electronically verify through an online government database the work eligibility of newly hired employees. E-Verify is administered by U.S. Citizenship and Immigration Services (USCIS).
28. **Compliance with Laws.** CVB agrees to comply with any other applicable laws in its operation of the Facility.
29. **Hazardous Materials.** CVB shall not place, use, store, spill or discharge any hazardous, toxic or dangerous substances on the Property, or permit to be placed, used, stored, spilled or discharged any hazardous, toxic or dangerous substances on the Property. It is contemplated that automobile-type shows, RV-type shows, boat shows, and gun shows may be vendors, and that materials and substances related to those types of events are permitted.
30. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties, and may be modified only in writing. This Agreement may not be assigned by CVB without the prior written consent of the County, which approval may be granted or withheld at Bartow County's sole discretion.
31. **Headings.** The headings used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement nor the intent of any provision thereof.
32. **Waiver.** No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
33. **Severability.** In the event any provision of this Agreement or the application thereto to any person or circumstance shall be inapplicable, invalid, illegal or unenforceable in any respect, the remainder of this Agreement and application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the fullest extent permitted by law.
34. **Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Georgia.

EXECUTED this 11<sup>th</sup> day of January, 2017, pursuant to authority duly granted to the undersigned.

Attest:

**BARTOW COUNTY, GEORGIA**

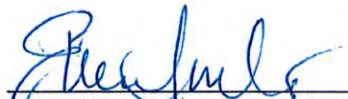
  
Kathy Gill, County Clerk

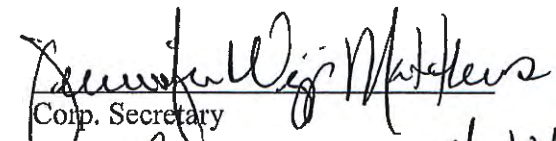
  
Steve Taylor, Commissioner

Date: 1/11/2017

**Cartersville-Bartow County Tourism Council, Inc.**  
**d/b/a/ the Cartersville-Bartow County**  
**Convention and Visitors Bureau**

Attest:

  
by: Ellen Archer  
its: CEO

  
Corp. Secretary  
Jennifer Wiggins Matthews

COOPERATIVE AGREEMENT  
BETWEEN  
THE CITY OF ADAIRSVILLE  
AND  
BARTOW COUNTY GOVERNMENT  
(Department of Parks and Recreation)

WHEREAS, the City of Adairsville (“City”) and Bartow County (“County”) wish to come to an agreement for the County Parks and Recreation Department to use and operate Rex Moncus Park; and

WHEREAS, intergovernmental agreements are authorized by the Georgia Constitution; and

WHEREAS, the City and County find it to be in the best interests of the public to enter into this Cooperative Agreement;

NOW THEREFORE, the City and County, in consideration of the mutual promises set forth herein, agree as follows:

AGREEMENT

I. FACILITIES

This agreement concerns Rex Moncus Park, located at George Street in the City of Adairsville, and specifically the area containing a football field, a baseball field and the tennis court area between the two fields. This area shall be referred to herein as the “Park”. The City shall maintain ownership of the Park and the County Parks and Recreation Department shall use and operate the Park, as set forth below.

II. RESPONSIBILITIES

A. Initial Upgrades

Prior to the County commencing management of the Park, the City shall demolish and remove the old tennis courts in between the football and baseball fields, and replace that area with parking, whether gravel or paved, at the City’s option. The County shall replace the fencing and the City shall reimburse the County for that cost.

B. Maintenance

Bartow County shall be solely responsible for all maintenance deemed necessary by the County at the Park. Regular upkeep of the Park shall be the responsibility of the County, including grass mowing, repairs of buildings, fencing and lighting, grounds maintenance, etc.

### C. Security

The Park is located within the City limits, and therefore the City Police Department shall patrol the grounds and be responsible for 911 calls for police services. All breaches of security should be reported to the Director of Parks and Recreation. The City Police Department shall be provided a key for access to the Park, along with the City Manager and/or public works department.

### D. Opening and Closing

If the City desires the Park to be open for public use when there is not a County program scheduled, the City police, or other city workers, shall open and close the gates to the Park at dawn and dusk, or as near a time thereto as is convenient for the City. The County shall close the Park gates when the County has a program that extends into the night.

### E. Operations

At all times when County Parks and Recreation Department activities are ongoing, paid personnel of the Department of Parks and Recreation will be present. Said personnel will have in their possession a photographic identity card designating them to be employees of the Department of Parks and Recreation and will produce same at the request of City or law enforcement officials. Keys to the security gates and structures will be given to Recreation Department employees only and will not be provided to coaches or other non-employees.

### F. Supervision

Supervision of persons engaged in activities sponsored by the Department of Parks and Recreation shall be the responsibility of said department. Questions relative to the supervision of Recreation Department activities should be addressed to the Director of Parks and Recreation or the Bartow County Commissioner's office.

### G. Utilities

The County shall pay the cost of electricity for the Park. The City shall pay the cost of water, sewer and natural gas utility service for the Park.

### H. Insurance

The City shall continue to maintain the Park on its property and liability insurance. The County will also notify its insurance carrier that it is operating the park to ensure there is liability coverage under the County's insurance policies.

### I. Scheduling

Scheduling of games and practices shall be done by the Bartow County Department of Parks and Recreation. Use of the Park for City functions should be coordinated through the Department. Employees of the Bartow County Parks and Recreation Department are authorized to allow Park



usage only for official department events and then only with the presence of a paid staff member of the department in attendance at all times.

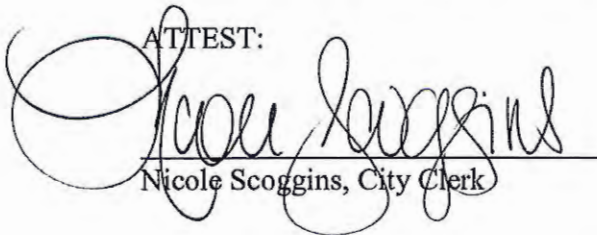
### III. AMENDMENTS/REVISIONS/DELETIONS

Upon the concurrence of both the City of Adairsville and the Bartow County Commissioner, this agreement may be amended, revised or sections may be deleted. Any amendments made will be added as a separate section with new numeric identification. Contract will be for a period of one (1) year and automatically renewed in one-year increments unless thirty (30) days notice in writing prior to annual renewal by either party, for a maximum term of twenty years.

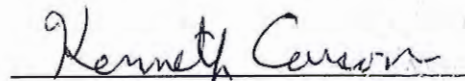
BE IT RESOLVED that in the interest of better serving the citizens of Bartow County by making more extensive and cost effective use of facilities and fiscal resources, the City of Adairsville and Bartow County Government enter into this revised COOPERATIVE AGREEMENT for the provision of recreational services.

Entered into this \_\_\_\_ day of July, 2015.

ATTEST:

  
\_\_\_\_\_  
Nicole Scoggins, City Clerk

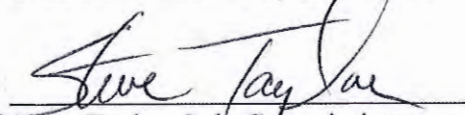
CITY OF ADAIRSVILLE, GEORGIA

  
\_\_\_\_\_  
Kenneth "K.C." Carson, Mayor

ATTEST:

  
\_\_\_\_\_  
Kathy Gill, County Clerk

BARTOW COUNTY, GEORGIA

  
\_\_\_\_\_  
Steve Taylor, Sole Commissioner



**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.

<b>COUNTY: BARTOW COUNTY</b>	<b>Service: Tax Assessment/Collection</b>
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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.): **Bartow 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>
Bartow County	General Fund
City of Adairsville	General Fund
City of Cartersville	General Fund
City of Emerson	General Fund

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

Amendments dated 3/1/15 provides that the local governments will pay Bartow County directly for tax collection services in lieu of the Tax Commissioner.  
 Agreements dated 1/1/13 provide for Bartow County to assess and collect Ad Valorem Tax in the respective local governments that collect this tax; Adairsville, Cartersville, and Emerson.

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>
Collection of Ad Valorem Tax	Bartow County, City of Adairsville	3/1/15 - on-going
Collection of Ad Valorem Tax	Bartow County, City of Cartersville	3/1/15 - on-going
Collection of Ad Valorem Tax	Bartow County, City of Emerson	3/1/15 - on-going

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?

See attached resolutions

7. Person completing form: **Tom Sills, AICP, Planner**  
 Phone number: **770.607.6265**      Date completed: 11/20/17

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:  
**PETER OLSON, COUNTY ADMINISTRATOR (770) 387-5030**

STATE OF GEORGIA  
COUNTY OF BARTOW

AMENDMENT TO  
INTERGOVERNMENTAL AGREEMENT FOR THE  
COLLECTION OF AD VALOREM TAXES  
Between  
CITY OF ADAIRSVILLE AND BARTOW COUNTY

This Amendment to the Intergovernmental Agreement is to be effective the 1<sup>st</sup> day of March, 2015 by and between the CITY OF ADAIRSVILLE, GEORGIA, hereinafter referred to as "the City," and BARTOW COUNTY, GEORGIA, a political subdivision of the State of Georgia, hereinafter referred to as "the County," all hereinafter collectively referred to as "The Parties."

WITNESSETH:

**WHEREAS**, Bartow County and the City previously entered into an Intergovernmental Agreement pursuant to O.C.G.A. 48-5-359.1(a) dated January 1, 2013, relating to collection of municipal taxes and compensation to the Tax Commissioner of Bartow County for said services; and

**WHEREAS**, the parties desire to amend said Intergovernmental Agreement to provide for all compensation for said services to be paid to Bartow County rather than personally to the Tax Commissioner, who shall instead receive additional compensation from Bartow County; and

**WHEREAS**, this Agreement is approved and consented to by Steve Stewart in his official capacity as Tax Commissioner of Bartow County, Georgia;

**NOW THEREFORE**, the Intergovernmental Agreement is amended by deleting existing section 3. "Compensation" and replacing it with the following:

3. COMPENSATION


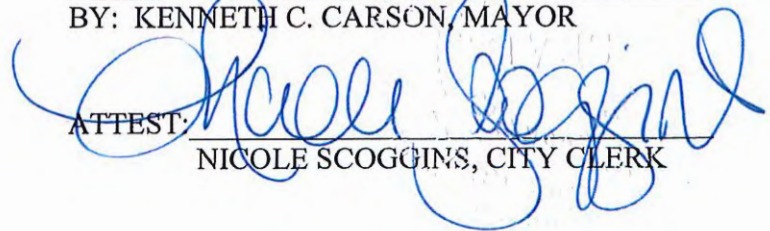
In order to substantially reimburse County for the cost of providing the services set forth in Paragraph 2 hereof, the City shall pay to the county a sum of money equal to \$4.00 times each parcel of real estate and each bill of personalty for which a tax bill is issued by the Tax Commissioner. The City shall not pay any compensation directly to the Tax Commissioner, who shall instead be compensated by Bartow County.

All payments required by the above paragraph shall be paid to the County for the purposes of collecting 2015 city taxes and for each successive year in which the Agreement remains in force. The City shall pay the County within no more than thirty (30) days of the date of approval of the tax digest by the State Revenue Commissioner for the purposes of collecting 2015 city taxes and on each successive year in which the Contract remains in force.

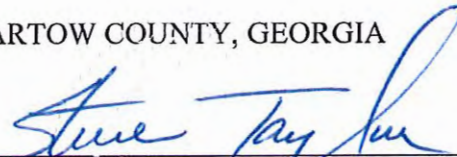

This Amendment may be separately ratified by the Parties and may be executed on multiple originals.

IN WITNESS WHEREOF, the Parties have caused their respective names and seals to be hereunto affixed on the day and year first above written.


CITY OF ADAIRSVILLE, GEORGIA

  
BY: KENNETH C. CARSON, MAYOR  
  
ATTEST: NICOLE SCOGGINS, CITY CLERK

BARTOW COUNTY, GEORGIA

  
BY: STEVE TAYLOR, COMMISSIONER  
  
ATTEST: KATHY GILL, COUNTY CLERK

APPROVED AND CONSENTED TO BY:  
BARTOW COUNTY TAX COMMISSIONER

  
STEVE STEWART



STATE OF GEORGIA  
COUNTY OF BARTOW

INTERGOVERNMENTAL AGREEMENT FOR THE  
COLLECTION OF AD VALOREM TAXES  
Between  
CITY OF ADAIRSVILLE AND BARTOW COUNTY

This agreement made and entered into this the 1st day of January, 2013 by and between the CITY OF ADAIRSVILLE, GEORGIA, hereinafter referred to as "The City", and BARTOW COUNTY, GEORGIA, a political subdivision of the State of Georgia, hereinafter referred to as "The County", all hereinafter collectively referred to as "The Parties".

WITNESSETH:

**WHEREAS**, O.C.G.A. 48-5-359.1(a) provides that any county and any municipality wholly or partially located within such county may contract, subject to the approval by the Tax Commissioner of the County, for the Tax Commissioner to prepare the tax digest for such municipality; to assess and collect municipal taxes in the same manner as County taxes; and for the purpose of collecting such municipal taxes, to invoke any remedy permitted for collection of municipal taxes. Any contract authorized by this subsection between the county governing authority and a municipality shall specify an amount to be paid by the municipality to the county, which amount will substantially approximate the cost to the county for providing the service to the municipality. Notwithstanding the provision of any other law, the tax commissioner is authorized to contract for and to accept, receive and retain compensation from the municipality for such additional duties and responsibilities in addition to that compensation provided by law to be paid to the tax commissioner by the county.

**WHEREAS**, Article IX, Section III, Paragraph I, of the Constitution of the State of Georgia provides that counties and municipalities of the State of Georgia may contract with one another for the provision of services for any period not exceeding fifty (50) years; and

**WHEREAS**, 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; and

**WHEREAS**, the County and City desire to enter into this agreement for the purpose of providing efficient tax assessment, tax billing and collection procedures in order to insure fair and accurate taxation for all citizens residing in the County and the City; and

**WHEREAS**, this Agreement is approved and consented to by Steve Stewart in his official capacity as Tax Commissioner of Bartow County, Georgia; and

**WHEREAS**, entering into this Agreement would be cost-effective to the City and beneficial to the taxpayers of the City. Said Agreement will result in less funds expended by the City for the purposes of preparing a tax digest, tax billing, tax collection, bookkeeping and record keeping; and

**WHEREAS**, entering into this Agreement will allow the City staff to be free to perform other needed task, thus allowing said staff to provide a greater level of service to the public.

**NOW THEREFORE**, in consideration of the foregoing recitals and the mutual covenants hereinafter set forth and for other good and valuable considerations, the City and the County do hereby agree each with the other and contract as follows:

#### 1. TERM

- (A) The term of this agreement shall continue for a period of not more than four (4) years and shall remain in effect until changed or rescinded by the City, the County or the Tax Commissioner.
- (B) This Agreement shall commence on January 1, 2013 and both parties hereby ratify all actions between January 1, 2013 and the date of final execution of this agreement. This agreement shall terminate on December 31, 2016.
- (C) Pursuant to state law, this Agreement shall be automatically renewed on an annual basis unless either party notifies the other party in writing of its wish to terminate this Agreement not less than 120 dates prior to December 31, 2013 or any subsequent year in which the contract is in effect.
- (D) This Agreement supersedes all prior discussion and agreements between the City and the County.
- (E) This Agreement shall not be modified or amended except by written instrument executed by or on behalf of the parties in the same manner in which this Agreement is executed.

#### 2. POWERS

During the Term of this agreement, the County, through the office of the Tax Commissioner shall:

- (1) Prepare the tax digest for the City.
- (2) Based upon the mill rate as fixed and determined by the governing body of the City of Adairsville, levy, assess and collect all taxes for the City in the same manner as taxes for Bartow County are levied, assessed and collected.
- (3) Apply and invoke any remedies, methods and procedures authorized and/or permitted by law for collection of City taxes.
- (4) Account for and remit to the City all taxes collected in a reasonable and timely manner after the date of collection.
- (5) Provide access to records of the Tax Commissioner to the City through its auditors for purposes of a yearly audit.
- (6) Accept from the City the transfer of the duty of receiving homestead exemption applications to the Tax Commissioner which duty shall be fulfilled in accordance with

the Provisions of the State Constitution and Laws and Local Legislation authorizing homestead exemption.

- (7) In the case of bankruptcy, the bankruptcy legal fees shall be divided on a pro-rated basis of the tax bill when the bill is more than three hundred dollars and the account is large enough to keep pursuing as decided by the tax commissioner, the county commissioner and the city manager.

### 3. COMPENSATION

In order to substantially reimburse County for the cost of providing the services set forth in Paragraph 2 hereof, the City shall pay to the county, through the office of the Tax Commissioner a sum of money equal to \$4.00 times each parcel of real estate and each bill of personalty for which a tax bill is issued by the Tax Commissioner. One-half of such funds (that is, \$2.00 per parcel) shall be remitted to the County and one-half (\$2.00 per parcel) to the Tax Commissioner as compensation for the collection of municipal taxes (pursuant to OCGA 48-5-359.1).

All payments required by the above paragraph shall be paid to the County and Tax Commissioner for the purposes of collecting 2013 city taxes and for each successive year in which the Agreement remains in force. The City shall pay the County and the Tax Commissioner within no more than thirty (30) days of the date of approval of the tax digest by the State Revenue Commissioner for the purposes of collecting 2013 city taxes and on each successive year in which the Contract remains in force.

In the event the compensation of the Tax Commissioner is adjusted upward from the current formula by Local Act of the General Assembly during the 2013 legislative session or any succeeding session, the compensation formerly payable to the Tax Commissioner shall be paid entirely to the County, in which case the County shall receive \$4.00 per parcel.

### 4. ENTIRE AGREEMENT

THIS AGREEMENT constitutes the entire agreement of the Parties and shall not be altered or amended except in writing signed by the parties. Either party may terminate this agreement upon 120 days written notice to the other party.

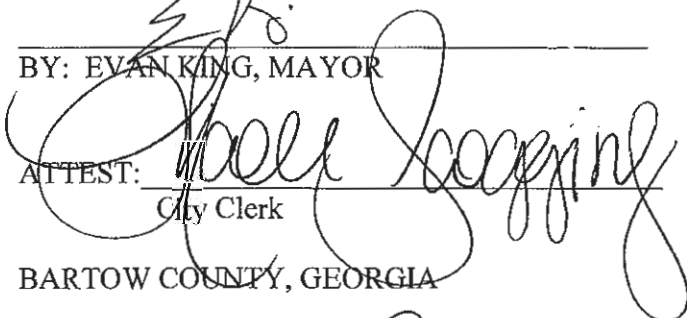
*[Signatures on next page]*



IN WITNESS WHEREOF, the Parties have caused their respective names and seals to be hereunto affixed on the day and year first above written.

CITY COUNCIL OF ADAIRSVILLE, GEORGIA

  
BY: EVAN KING, MAYOR

ATTEST:   
City Clerk

BARTOW COUNTY, GEORGIA

  
BY: STEVE TAYLOR, COMMISSIONER

ATTEST:   
KATHY GILL, CLERK

APPROVED AND CONSENTED TO BY:  
BARTOW COUNTY TAX COMMISSIONER

  
STEVE STEWART

STATE OF GEORGIA  
COUNTY OF BARTOW

AMENDMENT TO  
INTERGOVERNMENTAL AGREEMENT FOR THE  
**COLLECTION OF AD VALOREM TAXES**  
Between  
**CITY OF CARTERSVILLE AND BARTOW COUNTY**

This Amendment to the Intergovernmental Agreement is to be effective the 1<sup>st</sup> day of March, 2015 by and between the CITY OF CARTERSVILLE, GEORGIA, hereinafter referred to as "the City," and BARTOW COUNTY, GEORGIA, a political subdivision of the State of Georgia, hereinafter referred to as "the County," all hereinafter collectively referred to as "The Parties."

WITNESSETH:

**WHEREAS**, Bartow County and the City previously entered into an Intergovernmental Agreement pursuant to O.C.G.A. 48-5-359.1(a) dated January 1, 2013, relating to collection of municipal taxes and compensation to the Tax Commissioner of Bartow County for said services; and

**WHEREAS**, the parties desire to amend said Intergovernmental Agreement to provide for all compensation for said services to be paid to Bartow County rather than personally to the Tax Commissioner, who shall instead receive additional compensation from Bartow County; and

**WHEREAS**, this Agreement is approved and consented to by Steve Stewart in his official capacity as Tax Commissioner of Bartow County, Georgia;

**NOW THEREFORE**, the Intergovernmental Agreement is amended by deleting existing section 3. "Compensation" and replacing it with the following:

3. COMPENSATION

In order to substantially reimburse County for the cost of providing the services set forth in Paragraph 2 hereof, the City shall pay to the county a sum of money equal to \$4.00 times each parcel of real estate and each bill of personalty for which a tax bill is issued by the Tax Commissioner. The City shall not pay any compensation directly to the Tax Commissioner, who shall instead be compensated by Bartow County.

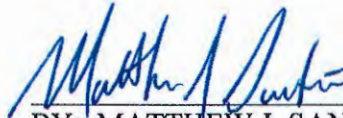


All payments required by the above paragraph shall be paid to the County for the purposes of collecting 2015 city taxes and for each successive year in which the Agreement remains in force. The City shall pay the County within no more than thirty (30) days of the date of approval of the tax digest by the State Revenue Commissioner for the purposes of collecting 2015 city taxes and on each successive year in which the Contract remains in force.

This Amendment may be separately ratified by the Parties and may be executed on multiple originals.

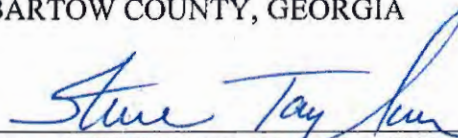
IN WITNESS WHEREOF, the Parties have caused their respective names and seals to be hereunto affixed on the day and year first above written.


CITY OF CARTERSVILLE, GEORGIA

  
BY: MATTHEW J. SANTINI, MAYOR

ATTEST:   
CONNIE KEELING, CITY CLERK

BARTOW COUNTY, GEORGIA

  
BY: STEVE TAYLOR, COMMISSIONER

ATTEST:   
KATHY GILL, COUNTY CLERK

APPROVED AND CONSENTED TO BY:  
BARTOW COUNTY TAX COMMISSIONER

  
STEVE STEWART

STATE OF GEORGIA  
COUNTY OF BARTOW

INTERGOVERNMENTAL AGREEMENT FOR THE  
COLLECTION OF AD VALOREM TAXES  
Between  
CITY OF CARTERSVILLE AND BARTOW COUNTY

This agreement made and entered into this the 1st day of January, 2013 by and between the CITY OF CARTERSVILLE, GEORGIA, hereinafter referred to as "The City", and BARTOW COUNTY, GEORGIA, a political subdivision of the State of Georgia, hereinafter referred to as "The County", all hereinafter collectively referred to as "The Parties".

WITNESSETH:

**WHEREAS**, O.C.G.A. 48-5-359.1(a) provides that any county and any municipality wholly or partially located within such county may contract, subject to the approval by the Tax Commissioner of the County, for the Tax Commissioner to prepare the tax digest for such municipality; to assess and collect municipal taxes in the same manner as County taxes; and for the purpose of collecting such municipal taxes, to invoke any remedy permitted for collection of municipal taxes. Any contract authorized by this subsection between the county governing authority and a municipality shall specify an amount to be paid by the municipality to the county, which amount will substantially approximate the cost to the county for providing the service to the municipality. Notwithstanding the provision of any other law, the tax commissioner is authorized to contract for and to accept, receive and retain compensation from the municipality for such additional duties and responsibilities in addition to that compensation provided by law to be paid to the tax commissioner by the county.

**WHEREAS**, Article IX, Section III, Paragraph I, of the Constitution of the State of Georgia provides that counties and municipalities of the State of Georgia may contract with one another for the provision of services for any period not exceeding fifty (50) years; and

**WHEREAS**, 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; and

**WHEREAS**, the County and City desire to enter into this agreement for the purpose of providing efficient tax assessment, tax billing and collection procedures in order to insure fair and accurate taxation for all citizens residing in the County and the City; and

**WHEREAS**, this Agreement is approved and consented to by Steve Stewart in his official capacity as Tax Commissioner of Bartow County, Georgia; and

**WHEREAS**, entering into this Agreement would be cost-effective to the City and beneficial to the taxpayers of the City. Said Agreement will result in less funds expended by the City for the purposes of preparing a tax digest, tax billing, tax collection, bookkeeping and record keeping; and

**WHEREAS**, entering into this Agreement will allow the City staff to be free to perform other needed task, thus allowing said staff to provide a greater level of service to the public.

**NOW THEREFORE**, in consideration of the foregoing recitals and the mutual covenants hereinafter set forth and for other good and valuable considerations, the City and the County do hereby agree each with the other and contract as follows:

#### 1. TERM

- (A) The term of this agreement shall continue for a period of not more than four (4) years and shall remain in effect until changed or rescinded by the City, the County or the Tax Commissioner.
- (B) This Agreement shall commence on January 1, 2013 and both parties hereby ratify all actions between January 1, 2013 and the date of final execution of this agreement. This agreement shall terminate on December 31, 2016.
- (C) Pursuant to state law, this Agreement shall be automatically renewed on an annual basis unless either party notifies the other party in writing of its wish to terminate this Agreement not less than 120 dates prior to December 31, 2013 or any subsequent year in which the contract is in effect.
- (D) This Agreement supersedes all prior discussion and agreements between the City and the County.
- (E) This Agreement shall not be modified or amended except by written instrument executed by or on behalf of the parties in the same manner in which this Agreement is executed.

#### 2. POWERS

During the Term of this agreement, the County, through the office of the Tax Commissioner shall:

- (1) Prepare the tax digest for the City.
- (2) Based upon the mill rate as fixed and determined by the governing body of the City of Cartersville, levy, assess and collect all taxes for the City in the same manner as taxes for Bartow County are levied, assessed and collected.
- (3) Apply and invoke any remedies, methods and procedures authorized and/or permitted by law for collection of City taxes.
- (4) Account for and remit to the City all taxes collected in a reasonable and timely manner after the date of collection.
- (5) Provide access to records of the Tax Commissioner to the City through its auditors for purposes of a yearly audit.
- (6) Accept from the City the transfer of the duty of receiving homestead exemption applications to the Tax Commissioner which duty shall be fulfilled in accordance with

the Provisions of the State Constitution and Laws and Local Legislation authorizing homestead exemption.

- (7) In the case of bankruptcy, the bankruptcy legal fees shall be divided on a pro-rated basis of the tax bill when the bill is more than three hundred dollars and the account is large enough to keep pursuing as decided by the tax commissioner, the county commissioner and the city manager.
- (8) The County shall collect the liens as provided for in O.C.G.A. § 41-2-9.

### 3. COMPENSATION

In order to substantially reimburse County for the cost of providing the services set forth in Paragraph 2 hereof, the City shall pay to the county, through the office of the Tax Commissioner a sum of money equal to \$4.00 times each parcel of real estate and each bill of personalty for which a tax bill is issued by the Tax Commissioner. One-half of such funds (that is, \$2.00 per parcel) shall be remitted to the County and one-half (\$2.00 per parcel) to the Tax Commissioner as compensation for the collection of municipal taxes (pursuant to OCGA 48-5-359.1).

All payments required by the above paragraph shall be paid to the County and Tax Commissioner for the purposes of collecting 2013 city taxes and for each successive year in which the Agreement remains in force. The City shall pay the County and the Tax Commissioner within no more than thirty (30) days of the date of approval of the tax digest by the State Revenue Commissioner for the purposes of collecting 2013 city taxes and on each successive year in which the Contract remains in force.

In the event the compensation of the Tax Commissioner is adjusted upward from the current formula by Local Act of the General Assembly during the 2013 legislative session or any succeeding session, the compensation formerly payable to the Tax Commissioner shall be paid entirely to the County, in which case the County shall receive \$4.00 per parcel.

### 4. ENTIRE AGREEMENT


THIS AGREEMENT constitutes the entire agreement of the Parties and shall not be altered or amended except in writing signed by the parties. Either party may terminate this agreement upon 120 days written notice to the other party.

*[Signatures on next page]*

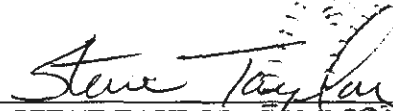
IN WITNESS WHEREOF, the Parties have caused their respective names and seals to be hereunto affixed on the day and year first above written.

CITY COUNCIL OF CARTERSVILLE, GEORGIA

  
BY: MATTHEW SANTINI, MAYOR


ATTEST:   
City Clerk

BARTOW COUNTY, GEORGIA

  
BY: STEVE TAYLOR, COMMISSIONER

ATTEST:   
KATHY GILL, CLERK

APPROVED AND CONSENTED TO BY:  
BARTOW COUNTY TAX COMMISSIONER

  
STEVE STEWART



STATE OF GEORGIA  
COUNTY OF BARTOW

AMENDMENT TO  
INTERGOVERNMENTAL AGREEMENT FOR THE  
COLLECTION OF AD VALOREM TAXES  
Between  
CITY OF EMERSON AND BARTOW COUNTY

This Amendment to the Intergovernmental Agreement is to be effective the 1<sup>st</sup> day of March, 2015 by and between the CITY OF EMERSON, GEORGIA, hereinafter referred to as "the City," and BARTOW COUNTY, GEORGIA, a political subdivision of the State of Georgia, hereinafter referred to as "the County," all hereinafter collectively referred to as "The Parties."

WITNESSETH:

**WHEREAS**, Bartow County and the City previously entered into an Intergovernmental Agreement pursuant to O.C.G.A. 48-5-359.1(a) dated January 1, 2013, relating to collection of municipal taxes and compensation to the Tax Commissioner of Bartow County for said services; and

**WHEREAS**, the parties desire to amend said Intergovernmental Agreement to provide for all compensation for said services to be paid to Bartow County rather than personally to the Tax Commissioner, who shall instead receive additional compensation from Bartow County; and

**WHEREAS**, this Agreement is approved and consented to by Steve Stewart in his official capacity as Tax Commissioner of Bartow County, Georgia;

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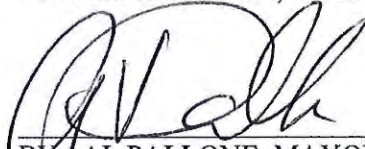
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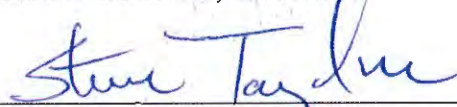
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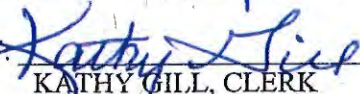
CITY OF EMERSON, GEORGIA

  
\_\_\_\_\_  
BY: AL PALLONE, MAYOR

ATTEST:   
\_\_\_\_\_  
ROBBIE SWORDS, CITY CLERK

BARTOW COUNTY, GEORGIA

  
\_\_\_\_\_  
BY: STEVE TAYLOR, COMMISSIONER

ATTEST:   
\_\_\_\_\_  
KATHY GILL, CLERK

APPROVED AND CONSENTED TO BY:  
BARTOW COUNTY TAX COMMISSIONER

  
\_\_\_\_\_  
STEVE STEWART

STATE OF GEORGIA  
COUNTY OF BARTOW

INTERGOVERNMENTAL AGREEMENT FOR THE  
COLLECTION OF AD VALOREM TAXES  
Between  
CITY OF EMERSON AND BARTOW COUNTY

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WITNESSETH:

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**WHEREAS**, Article IX, Section III, Paragraph I, of the Constitution of the State of Georgia provides that counties and municipalities of the State of Georgia may contract with one another for the provision of services for any period not exceeding fifty (50) years; and

**WHEREAS**, 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; and

**WHEREAS**, the County and City desire to enter into this agreement for the purpose of providing efficient tax assessment, tax billing and collection procedures in order to insure fair and accurate taxation for all citizens residing in the County and the City; and

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#### 2. POWERS

During the Term of this agreement, the County, through the office of the Tax Commissioner shall:

- (1) Prepare the tax digest for the City.
- (2) Based upon the mill rate as fixed and determined by the governing body of the City of Emerson, levy, assess and collect all taxes for the City in the same manner as taxes for Bartow County are levied, assessed and collected.
- (3) Apply and invoke any remedies, methods and procedures authorized and/or permitted by law for collection of City taxes.
- (4) Account for and remit to the City all taxes collected in a reasonable and timely manner after the date of collection.
- (5) Provide access to records of the Tax Commissioner to the City through its auditors for purposes of a yearly audit.
- (6) Accept from the City the transfer of the duty of receiving homestead exemption applications to the Tax Commissioner which duty shall be fulfilled in accordance with

the Provisions of the State Constitution and Laws and Local Legislation authorizing homestead exemption.

- (7) In the case of bankruptcy, the bankruptcy legal fees shall be divided on a pro-rated basis of the tax bill when the bill is more than three hundred dollars and the account is large enough to keep pursuing as decided by the tax commissioner, the county commissioner and the city manager.

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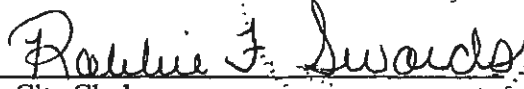
*[Signatures on next page]*



IN WITNESS WHEREOF, the Parties have caused their respective names and seals to be hereunto affixed on the day and year first above written.

CITY COUNCIL OF EMERSON, GEORGIA

  
BY: AL PALLONE, MAYOR

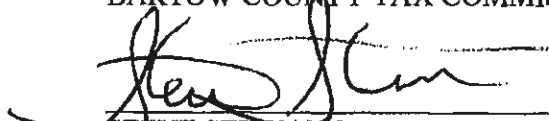
ATTEST:   
City Clerk

BARTOW COUNTY, GEORGIA

  
BY: STEVE TAYLOR, COMMISSIONER

ATTEST:   
KATHY GILL, CLERK

APPROVED AND CONSENTED TO BY:  
BARTOW COUNTY TAX COMMISSIONER

  
STEVE STEWART



**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: BARTOW COUNTY**

**Service: Tourism**

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.): **Cartersville-Bartow County Tourism Council**
  
- 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 Emerson	Hotel/Motel Tax
Cartersville-Bartow Count Tourism Council	General Fund, Hotel/Motel Tax

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

The City of Emerson updated their Hotel/Motel Tax ordinance to include a payment to the Cartersville-Bartow County Tourism Council, a.k.a. Cartersville Bartow County Visitors Bureau.

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>
Ordinance of City of Emerson	City of Emerson	8/22/16 - on-going

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?

Copy of ordinance attached

7. Person completing form: **Tom Sills, AICP, Planner**  
 Phone number: **770.607.6265**      Date completed: 1/18/18

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:  
**PETER OLSON, COUNTY ADMINISTRATOR (770) 387-5030**

ORDINANCE# 2016-013

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EMERSON SITTING FOR THE PURPOSE OF AMENDING THE HOTEL-MOTEL TAX ORDINANCE ADOPTED DECEMBER 13, 2013, BEING ORDINANCE #2010-014 AND FOR OTHER PURPOSES AT THE REGULAR MEETING OF THE CITY COUNCIL OF EMERSON HELD ON AUGUST 22, 2016.

---

**WHEREAS**, pursuant to O.C.G.A. §48-13-51(a)(3), The City of Emerson, Georgia (“City”) originally imposed an excise tax rate in the amount of Five percent (5%) on the value of rooms, lodgings and accommodations through the adoption of an ordinance entitled “Hotel-Motel Tax Ordinance” on December 13, 2010, being Ordinance #2010-014 as authorized under law; and

**WHEREAS**, the City was authorized through the enactment of a local act during the 2016 Session of the Georgia General assembly of the local option to increase the excise tax (Hotel/Motel Tax) from Five percent (5%) up to Eight percent (8%); and

**WHEREAS**, the City of Emerson now desires to amend Ordinance# 2010-014 “Hotel-Motel Tax Ordinance” and increase the excise tax from Five percent (5%) to Eight percent (8%); and

**IT IS HEREBY ORDANED BY THE GOVERNING AUTHORITY OF THE CITY OF EMERSON**; that Ordinance# 2010-014 “Hotel-Motel Tax Ordinance” is hereby amended, increasing the excise tax from Five percent (5%) to Eight percent (8%) as allowed under (O.C.G.A. §48-13-50 (b), *et.seq.*); as follows:

#### SECTION I

##### SHORT TITLE

This Ordinance shall be known and may be cited as the “Emerson Hotel and Motel Tax Ordinance.”

#### SECTION II

##### TAXING DISTRICT

There is hereby established a special taxing district coterminous with the territorial boundaries of the municipality.

#### SECTION III

##### IMPOSITION OF TAX

Within the territorial limits of the special district, Emerson does hereby levy an excise tax of (8%) percent upon the furnishing for value to the public for any room or rooms, lodgings or accommodations furnished by any person or legal entity doing business in Emerson for operating a hotel, motel, Inn, lodge, tourist camp, tourist cabin, travel trailer park, RV park or campground or any other place in which rooms, lodgings or accommodations are regularly furnished.

#### SECTION IV

## EXCEPTIONS

- (A) The tax authorized by this Ordinance shall not apply to charges made for any rooms, lodgings, or accommodations provided to any persons who certify that they are staying in such room, lodging or accommodation as a result of the destruction of their home or residence by fire or other casualty.
- (B) The tax authorized by this Ordinance shall not apply to the fees or charges for any rooms, lodgings, or accommodations for any continuous occupancy after the first consecutive ten (10) days of continuous occupancy, provided, however, that said tax shall be imposed for the first ten (10) days of occupancy;
- (C) The tax authorized by this Ordinance shall not apply to charges made for the use of meeting rooms and other such facilities or to any rooms, lodgings, or accommodations provided without charge;
- (D) No tax shall be levied as provided in this Ordinance upon the fees or charges for any rooms, lodgings, or accommodations furnished for a period of one or more days for use by Georgia state or local government officials or employees when traveling on official business.

## SECTION V

### EXPENDITURE OF PROCEEDS

- (A) An amount equal to the amount by which five of the eight total taxes collected under this Ordinance exceed the taxes which would be collected at a rate of three (3%) percent, but not to exceed 2% of the taxes collected, shall be expended through a contract with the Cartersville-Bartow County Tourism Council for the purpose of promoting tourism, conventions and trade shows except as provided in subparagraph (B).
- (B) The tax collected and remitted to the City from any lodge located within Emerson which is operated under the jurisdiction of the Department of Natural Resources which regularly furnishes for value rooms, lodgings or accommodations as meals and conferences or meeting facilities shall only be expended for development, promotion and advertising of said lodge or similar facility operated under the jurisdiction of the Department of Natural Resources.
- (C) Prior to the beginning of each fiscal year, the Cartersville-Bartow County Tourism Council shall provide to the City a budget detailing the expenditure of the funds provided under this Section which such budget, after approval by the City Council, shall be made part of the City's budget for said fiscal year.
- (D) The Cartersville-Bartow County Tourism Council shall provide to the City audit verification that said Tourism Council has made use of said funds in conformity with this Section.
- (E) The remaining three of the total of eight shall be expended with one half to the Cartersville-Bartow County Tourism Council for promoting tourism, conventions and trade shows by said organization and the remaining one half to Emerson for tourism project development for future and current projects as allowed under O.C.G.A. §48-13-50.2, *et seq.*

## SECTION VI



## REDUCTION FOR COLLECTION OF TAX

Each person collecting the tax authorized by this Ordinance shall be allowed a percentage of the tax due and accounted for and shall be reimbursed in the form of a deduction in submitting, reporting, and paying the amount due if the amount due is not delinquent at the time of payment. The rate of the deduction shall be the same rate authorized for deduction from state sales and use taxes under Article I of Chapter 8 of Title 48 of the Official Code of Georgia.

## SECTION VII

### REGISTRATION OF OPERATOR; FORM AND CONTENTS; EXECUTION; CERTIFICATE OF AUTHORITY

Every person engaging in or about to engage in business as an operator of a hotel, motel, travel trailer park or other facility providing accommodations to the public in this City shall immediately register with the City Clerk on a form provided by said City Clerk. Persons engaged in such business must so register not later than thirty (30) days after the effective date of this Ordinance, but such privilege of registration after the imposition of such tax shall not relieve any person from the obligation of payment or collection of tax on and after the date of imposition thereof regardless of registration. Such registration shall set forth the name under which such person transacts business, the location of his place or places of business and such other information, which would facilitate the collection of the tax as the City Clerk may require. The registration shall be signed by the owner if a natural person; in case of ownership by an association or partnership, by a member or partner; in the case of ownership by a corporation, by an officer. The City Clerk shall, after such registration, issue without charge a certificate of authority to each operator to collect the tax from the occupant. A separate registration shall be required for each place of business of an operator. Each certificate shall state the name and location of the business to which it is applicable.

## SECTION VIII

### DETERMINATION, RETURNS AND PAYMENTS

(A) Due Date of Taxes

All amounts of such taxes shall be due and payable to the City of Emerson monthly on or before the twentieth day of every month next succeeding each respective monthly period.

(B) Return; Time of Filing; Persons Required to File; Contents.

On or before the twentieth day of the month following each monthly period, a return for the preceding monthly period shall be filed with the City Clerk of the City showing the gross rent, rent from permanent residents, taxable rent, amount of tax collected or otherwise due for the related period, and such other information as may be required by the City Clerk.

## SECTION IX

### DEFICIENT DETERMINATIONS

(A) Recomputation of Tax; Authority to Make; Basis of Recomputation.

If the City Clerk is not satisfied with the return or returns of the tax or the amount of the tax required to be paid to the City by any person, he/she may compute and determine the amount required to be paid upon the basis of any information within his/her possession or that may come into his/her possession. One or more deficiency determinations may be made of the amount due for one or more monthly period.

(B) Interest on Deficiency.

The amount of the determination shall bear interest at the rate of one percent per month, or fraction thereof from the due date of taxes.

(C) Notice of Determination; Service of.

The City Clerk or his/her designated representatives shall give to the operator written notice of his/her determination. The notice may be served personally or by certified mail; if by mail such service shall be addressed to the operator at his address as it appears in the records of the City Clerk.

(D) Time Within Which Notice of Deficiency Determination to be Mailed.

Except in the case of failure to make a return, every notice of deficiency determination shall be mailed within three (3) years after the twentieth day of the calendar month following the monthly period for which the amount is proposed to be determined, or within (3) years after the return is filed, whichever period should last expire.

## SECTION X

### DETERMINATION IF NO RETURN MADE

(A) Estimate of Gross Receipts.

If any person fails to make a return, the City Clerk shall make an estimate of the amount of the gross receipts of the person, or as the case may be, of the amount of the total rentals in the City which are subject to the tax. The estimate shall be made for the period or periods in respect to which the person failed to make the return and shall be based upon any information, which is or may come into the possession of the City Clerk. Written notice shall be given in the manner prescribed in Section IX (C).

(B) Interest on Amount Found Due.

The amount of the determination shall bear interest at the rate of one percent per month, or fraction hereof, from the twentieth day of the month following the monthly period for which the amount or any portion thereof should have been returned, until the date of payment.

## SECTION XI

### ADMINISTRATION OF ORDINANCE

(A) Authority of City Clerk.

The City Clerk shall administer and enforce the provisions of this Ordinance for the collection of tax imposed by this Ordinance.

(B) Records required from Operators, etc.; Form.

Every operator renting guest rooms or travel trailer space in this City to a person shall keep such records, receipts, invoices, and other pertinent papers in such form as the City Clerk may require.

(C) Examination of Records, Audits.

The City Clerk or any person authorized in writing by the City Clerk may examine the books, papers, records, financial reports, equipment and other facilities of any operator renting accommodations to a person and any operator liable for the tax, in order to verify the accuracy of any return made, or if no return is made by the operator, to ascertain and determine the amount required to be paid.

(D) Authority to Require Reports, Content.

In administration of the provisions of this Ordinance, the City Clerk may require the filing of reports by any persons or class of persons having in such person's or persons' possession or custody information relating to rentals of accommodations which are subject to the tax. The reports shall be filed with the City Clerk when required by the City Clerk and shall set forth the rental charged for each occupancy, the date or dates of occupancy, and such other information as the City Clerk may require.

## SECTION XII

### COLLECTION OF TAX

(A) Action for Tax; Time for.

At any time within three (3) years after any tax or any amount of the tax required to be collected becomes due and payable and at any time within three (3) years after the delinquency of any tax or any amount of tax require to be collected, the City Clerk/City Manager may bring an action in a court of competent jurisdiction in the name of the City to collect the amount delinquent together with interest, Court fees, filing fees, attorney's fees and other legal fees incident thereto.

(B) Duty of Successors or Assignees of Operator to Withhold Tax from Purchase Money.

If any operator liable for any amount under this Ordinance sells out his business or quits the business, his/her successors or assigns shall withhold a sufficient amount of the purchase price to cover such amount until the former owner produces a receipt from the City Clerk showing that he/she has been paid or a certificate stating the amount due.

(C) Liability for Failure to Withhold; Certificate of Notice of Amount Due; Time to Enforce Successor's Liability.

If the purchaser of a business fails to withhold funds from the purchase price as required, he/she shall be personally liable for the payment of the amount required by him to the extent of the purchase price.

(D) Tax Credit, or Interest Paid More than Once or Illegally Collected.

Whenever the amount of any tax or interest has been paid more than once, or has been paid erroneously or unlawfully collected or received by the City Clerk under this Ordinance, it may be offset by the City Clerk. If the operator of person determines that he/she has overpaid or paid more than once, which fact has been determined by the City Clerk, he/she will have three (3) years from date of payment to file a claim in writing stating the specific ground upon which the claim is founded. The claim shall be audited. If the clam is approved by the City Clerk, the excess amount paid the City may be credited on any amounts then due and payable from the person by whom it was paid or his administrators or executors, successors or assigns.

### SECTION XIII

#### PENALTIES

In addition to the interest due on any delinquent taxes as provided for in this Ordinance, the penalties provided for in Article I, Chapter 8 of Title 48 of the Official Code of Georgia Annotated governing late filings, failure to file and fraudulent filings and the remedies provided for therein are incorporated herein and made part of this Ordinance as if set out in full.

### SECTION XIV

#### SEVERABILITY

If any section, subsection, sentence, clause, phrase or a portion of this Ordinance shall be declared invalid or unconstitutional by any court of competent jurisdiction, or if the provisions of any part of this Ordinance 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 Ordinance not so held to be invalid, or the application of this Ordinance to other circumstances not so held to be invalid. It is hereby declared as the intent that this Ordinance would have been adopted as if such invalid portion had not been included herein.

### SECTION XV

#### EFFECTIVE DATE

This Ordinance shall become effective immediately.


### SECTION XVI

#### REPEALER

All Ordinances or Resolutions or parts of such said Ordinances or Resolutions in conflict with this Ordinance, and not preserved hereby, are hereby repealed upon the effective date of this Ordinance.

SO ADOPTED this 20<sup>nd</sup> day of August, 2016.

EMERSON, GEORGIA


  
\_\_\_\_\_  
Al Pallone, Mayor

ATTEST:

  
\_\_\_\_\_  
Robbie Swords, City Clerk

[SEAL]

I do hereby certify that I am the City Clerk of the City of Emerson and that the above Resolution was duly adopted by the Mayor and City Council on the 22<sup>nd</sup> day of August, 2016.

  
\_\_\_\_\_  
Robbie Swords, City Clerk

First Reading August 8, 2016

Public Hearing August 22, 2016

Second Reading August 22, 2016





**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.

<b>COUNTY: BARTOW COUNTY</b>	<b>Service: <i>Traffic Control Device Maintenance</i></b>
------------------------------	---

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.): **City of Rome (for Bartow County), City of Cartersville**
  
- 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>
Bartow County	General Fund
City of Cartersville	General Fund
GDOT	Appropriations

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

Bartow County is contracting with the City of Rome to use its Public Works staff to maintain and inspect traffic signals and control devices in the unincorporated County. City of Cartersville maintains traffic control devices within the city limits. All other traffic signal devices in Bartow County appear on state routes and are maintained by GDOT.

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>
City of Rome Agreement	Bartow County, City of Rome	8/9/17 - on-going

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?

See resolution attached.

7. Person completing form: **Tom Sills, AICP, Planner**  
 Phone number: **770.607.6265**      Date completed: 11/20/17

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:  
**PETER OLSON, COUNTY ADMINISTRATOR (770) 387-5030**





AGREEMENT

This AGREEMENT, made and entered into this 9<sup>th</sup> day of August, 2017 (the "Effective Date") by and between the CITY OF ROME, a Georgia municipal corporation located in Floyd County, (herein after "the City"), and the BARTOW COUNTY, (hereinafter "the County").

WITNESSETH:

WHEREAS, the City employs Traffic Signal Technicians who are generally available to service the County's traffic control devices in the general vicinity of Rome;

WHEREAS, the City and County desire for the City to provide the Services described below in return for the compensation outlined below to be paid by the County to the City.

NOW, THEREFORE, in a consideration of the mutual promise and covenants contained herein, the parties do hereby agree as follows:

1.

The City agrees to provide routine maintenance and annual inspection of the County's traffic control devices the following locations (collectively, the "Services"):

<u>TYPE SIGNAL</u>	<u>LOCATION</u>
Stop & Go	Market Place Blvd. at Wal-Mart
Stop & Go	Peebles Valley Rd. at Guyton Industrial Pkwy.
Stop & Go	Grassdale Rd. at Bishop Rd.
Stop & Go	Grassdale Rd. at Cass High School
School zone lights as listed in Appendix 1	
Caution lights at 4 way stop intersections as listed in Appendix 2	

2.

All decisions regarding timing, phasing, and other technical operations of the above County traffic signals will be made by the County's authorized representative.

3.

Within thirty days of receipt of an invoice from the City, the County will reimburse the City for all costs of materials, parts, and electronic supplies or new signal devices. In the event that the outside contractual services are necessary, the County will be advised beforehand of the anticipated charges and/or hourly rate, and be given an opportunity to approve the costs; provided that, if an emergency exists and the need for outside contractual services is immediate, prior notice and approval by the County is not required. In the event that outside contractual services are necessary, the County will be billed directly by the contractor.

4.

Labor costs to the County for services will be at the rate of \$175.00 per hour during normal business hours which are 7:30 am through 4:30 pm Monday through Friday except City approved Holidays. The rate for services provided during other than normal business hours and/or during other than normal City work a day is \$225 per hour. County shall pay all bills or invoices for work performed by the City by no later than fifteen days after County's receipt of such bill or invoice from the City. It is anticipated that the City will submit bills for services performed to the County each month. There is also a traffic signal inspection fee of \$1,000 per year for each of the six stop & go traffic signals. The bill for the annual traffic signal inspection shall be paid by the County by no later than thirty days after the City's performance of the traffic signal inspection. The annual traffic signal inspection shall include all applicable items shown in Appendix 3.

5.

In the event of a conflicting need for services, the City shall have priority use of all maintenance personnel.

6.

When practicable, response to County requests for services will be commenced within 45 minutes during normal business hours and within 1 hour during these times other than normal business hours. Normal business hours are 7:30 am through 4:30 pm Monday through Friday except City approved holidays.

7.

The term of this Agreement shall commence on the Effective Date of this Agreement and terminate on December 31, 2017; provided, however, this Agreement may be renewed in writing by the parties hereto on an annual basis for additional twelve month renewal terms. Anything to the contrary herein notwithstanding, either party shall have the right to terminate this Agreement upon providing the other party 60 days prior written notice.

8.

To the extent of insurance coverage required under Paragraph 9 below, the County shall indemnify the City against any claims, causes of action or damages to personal or property damage arising in whole or part from the negligent acts or omissions of the County, its personnel, or contractors, any claims of negligent design, or the intentional or willful acts of the County, its personnel, or contractors relating to the traffic signals and this agreement. However, this indemnification shall not apply to claims for employee injuries covered by the City's workers compensation insurance.

9.

Throughout the term of this Agreement including any extensions thereof, the County shall maintain general liability insurance with a minimum limit of \$1,000,000 which shall name City as an additional insured and protect the City on a primary basis from and against any and all claims to persons or property caused by, resulting from, or arising out of or in connection with the maintenance, repair or operation of County traffic signals subject to this Agreement and shall include a waiver of subrogation. By no later than five (5) days after the Effective Date of this Agreement, County shall provide the City with written evidence of an endorsement showing City listed as an additional insured and providing that coverage under the County's policy will not be terminated or reduced without at least thirty (30) days prior written notice to City; upon receipt of such notice of cancellation the City shall maintain general liability insurance with a minimum limit of \$1,000,000.00.

10.

The County, its successors and assigns, does hereby release and discharge the City, its successors and assigns, of and from all claims and demands, actions and causes of actions, demands and costs resulting from the City's execution of its obligations under this Agreement, except for any such claims, demands, or causes of actions arising from the gross negligence or willful misconduct of the City or its employees. The people signing this Agreement and validly bind the party they represent.

[Signatures on the Following Page]



IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals on the year and date shown below:



Attest:

Joe Smith (Seal)  
Joe Smith, City Clerk

CITY OF ROME

By: Sammy Rich  
Sammy Rich, City Manager

Date: 6-30-17

BARTOW COUNTY

By: Steve Taylor  
Steve Taylor, Commissioner

Date: 8/9/2017

Attest:

Kathy Gill (Seal)  
Kathy Gill, Certified County Clerk

APPENDIX 1

<b>School Flashing Lights</b>		
Adairsville Elementary School	At	Hall Station Rd
Adairsville High School	At	Old Hwy 41
Allatoona Elementary School	At	New Hope Rd
Cass Middle School	At	Fire Tower Rd
Cloverleaf Elementary School	At	Hwy Spur 20
Mission Elementary School	At	Mission Rd
South Central Middle School	At	Old Alabama Rd
Taylorville Elementary School	At	Old Alabama Rd
Woodland Middle School	At	Euharlee Rd
Woodland High School	At	Old Alabama Rd

## APPENDIX 2

### Caution Light Locations in Bartow County

#### Caution Lights/4 Way Stops

- 1) Cassville Rd @ Iron Belt Rd
- 2) Cassville Rd @ Cass-White Rd
- 3) E. Felton Rd @ Stone Haven Cir
- 4) Mission Rd @ Road #2 South/Harrison Rd
- 5) Rudy York Rd @ Old Rudy York Rd

**APPENDIX 3**

Intersection			
Technician			
Date	OK	REPAIRED	W.O. REQ'D.
<b>Poles</b>			
Hand Holes Covered			
Top Caps on Poles			
End Caps on Mast Arms			
Pole Condition			
<b>Signals/Back plates/Messenger/Bulbs/Visibility</b>			
Signals Straight			
Back plates Installed/Condition			
Messenger Condition			
Bulbs/LEDs need replacement			
Visibility of signals/any overhead cutting needed			
<b>Ped Signals</b>			
Ped Signals Operating Correctly			
Ped Buttons Operating Correctly			
Ped Signs Condition			
<b>Signs and Striping</b>			
Overhead Signs Missing/Condition			
Striping and Stop Bars Missing/Condition			
Signal Ahead Signs in Place/Condition			
<b>Grounding</b>			
Ground Rods visual condition			
Ground wires buried/visual condition			
Amp reading for entire intersection			
Grounding Reading below 25 OHM's if not =			
<b>Wiring</b>			
Splice Box Lids and splices condition			
Shielded Cable condition/any limbs need trimming			
<b>Video Detection Equipment</b>			
Cameras Operating Correctly			
Edge Cards Putting in Call			
<b>Cabinet</b>			
Type of Cabinet			
Controller Model			
Controller time clock set			
Conflict Monitor visual check			
Flashers check			
Detectors putting call into controller			
Call going in to detector			
Wiring Visual Condition			
Other cabinet components operating correctly			
Fan Working			
Filter Clean			
Key for Cabinet and D lock?			
Door Closing Properly			
Cabinet Clean?			
<b>Loops</b>			
Pavement condition			
Loops condition			
<b>Preemption</b>			
Working Properly by Test?			
City			
County			



**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: BARTOW COUNTY**

**Service: *Transportation Planning***

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.): **Bartow 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>
Bartow County	General Fund, Grants

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

Bartow County became eligible for transportation planning funding with the 2010 Census. Bartow County was officially designated the lead agency in 2013. The Cartersville-Bartow MPO was formally established in February 2016.

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>
Cartersville-Bartow Co. Urban - on-going Transportation	Bartow County, Adairsville, Cartersville, Emerson Euharlee, Kingston, Taylorsville, and White	12/5/12 - on-going

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?

See Memorandum of Understanding, attached.

7. Person completing form: **Tom Sills, AICP, Planner**  
 Phone number: **770.607.6265**      Date completed: Type Date Here

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:  
**PETER OLSON, COUNTY ADMINISTRATOR (770) 387-5030**

**CARTERSVILLE-BARTOW COUNTY  
URBAN TRANSPORTATION STUDY  
METROPOLITAN PLANNING ORGANIZATION**

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

The Georgia Cities of Cartersville, Adairsville, Emerson, Euharlee, White, Kingston, Taylorsville and Bartow County and the Georgia Department of Transportation, in cooperation with the U.S. Department of Transportation,

**RELATIVE TO**

The continuing, comprehensive, cooperative urban transportation planning process known as the Cartersville-Bartow County Metropolitan Planning Organization (CBMPO).

**I. IT IS THE INTENTION OF THE PARTIES:**

A. That the Cartersville-Bartow County Metropolitan Planning Organization (CBMPO) is to:

1. Maintain a continuing, cooperative and comprehensive transportation planning process as defined in Title 23 USC Section 134 that explicitly considers the seven transportation planning factors and results in plans and programs consistent with comprehensively planned development of the urbanized area.

2. Develop and maintain a Long Range Transportation Plan (LRTP) that has a time horizon of 25 years and which provides a fiscally feasible , to create a fiscally feasible transportation system that integrates thoroughfare development, public transportation, air facilities, rail systems, intermodal facilities, bicycle and pedestrian facilities and transportation enhancements; and reflects consideration of the area's comprehensive land use plans and overall social, economic, environmental, and energy conservation plans, goals and objectives.

3. Create a functional relationship between transportation planning and city-county development.

4. Maintain the data obtained in the original data collection phase of the study and any pertinent data collected thereafter on a current level so that existing and forthcoming recommendations may be evaluated and updated periodically.

5. Produce all documents and studies that are necessary to maintain a Certified Transportation Planning Process.

II. **IT IS FURTHER AGREED**, that the areas of responsibility of the aforementioned counties, municipalities, and government agencies shall lay within the study area Boundary established by the Policy Committee of the Cartersville-Bartow County Metropolitan Planning Organization (CBMPO). This area includes the cities of Cartersville, Adairsville, Emerson, Euharlee, White, Kingston, Taylorsville and all of Bartow County.

III. **IT IS FURTHER AGREED**, that the Metropolitan Planning Organization (MPO) as designated by the Governor of Georgia is the Cartersville-Bartow County Metropolitan Planning Organization. The Cartersville-Bartow County Metropolitan Planning Organization shall have the primary responsibility for carrying out the urban transportation planning process and of developing the planning work programs, transportation plan, and transportation improvement program.

IV. **IT IS FURTHER AGREED**, that the Urban Transportation Study shall be coordinated by a *Project Director* who shall be the Urban Transportation Planner and the staff of the Bartow County Community Development Director shall serve as staff to the Cartersville-Bartow County Metropolitan Planning Organization program and process. Additional staff resources may be provided, upon request, from the Technical Coordinating Committee (TCC) membership and

existing staff resources of the participating agencies and governments. The *Project Director* shall coordinate all requests under the direction of the Policy Committee.

V. **IT IS FURTHER AGREED**, that the Cartersville-Bartow County Metropolitan Planning Organization Policy Committee shall continue to function to adopt appropriate goals, work programs, and plans; and to establish the need, form, and direction of future transportation improvements in the Regional Transportation Study area. The Policy Committee shall be the MPO forum for cooperative decision-making by principal elected and appointed officials of general purpose local government and intermodal transportation providers. The individuals representing the government jurisdictions involved in the planning process and other involved agencies shall comprise the Policy Committee. The membership shall be enumerated in the Policy Committee Bylaws. The Policy Committee shall have final authority in the matters of policy and plan adoption for the Cartersville-Bartow County Metropolitan Planning Organization.

VI. **IT IS FURTHER AGREED**, that the committee known as the Technical Coordinating Committee (TCC) shall continue to function to assure the involvement of all operating departments, advisory agencies, and multimodal transportation providers concerned with, or affected by, the planning process and subsequent implementation of plans. The technical guidance and direction of the continuing Cartersville-Bartow County Metropolitan Planning Organization shall be furnished by the TCC. The membership shall be enumerated in the Technical Coordinating Committee Bylaws.

VII. **IT IS FURTHER AGREED**, that the various committees meet at significant stages in the planning process in accordance with the bylaws adopted for each committee by the Policy Committee

VIII. **IT IS FURTHER AGREED**, that the Georgia Department of Transportation (GDOT), only to the extent that it may be bound by contracts which may hereafter be entered into, shall be responsible for the following:

1. Provide available maps, aerial photographs, charts, and records as deemed necessary to maintain the study.

2. Update and maintain travel simulation models for use in evaluating the metropolitan area's transportation needs. Said models shall be the "official" Cartersville-Bartow County models. The Department shall also provide the expertise and computer software for the above mentioned tasks.

3. Make periodic reviews and evaluations of projected transportation needs; and revisions, when necessary, of the multimodal transportation plan.

4. Aid the MPO in preparation of planning-oriented preliminary engineering, right-of-way, and construction cost estimates where applicable for multimodal projects in the Cartersville-Bartow County 25 Year Transportation Plan.

5. Provide the local agencies with current information concerning the status of planning and implementation of the Cartersville-Bartow County 25 Year Multimodal Transportation Plan.

6. Enter into the cooperative process with all participating agencies, when the need for a major metropolitan investment is identified, to determine the extent of the analyses and define each agency's role in the development of the Major Investment Study (23 CFR § 450.318).

7. Incorporate, without modification, the adopted Cartersville-Bartow County Transportation Improvement Program into Georgia's State Transportation Improvement



Program; and coordinate with the Cartersville-Bartow County Multimodal Transportation Plan in the development of the Georgia Statewide Transportation Plan.

8. Coordinate with all participating parties an understanding of the development and amendment process for the Transportation Improvement Program and the Statewide Transportation Improvement Program.

9. Annually certify, concurrently with the Cartersville-Bartow County, to the FHWA and the FTA that the Cartersville-Bartow County planning process is addressing the major issues facing the area and is being conducted in accordance with all applicable Federal laws.

10. Provide various types of traffic count data.

11. Provide other assistance as mutually agreed upon.

**IX. IT IS FURTHER AGREED**, that the Cartersville-Bartow County Metropolitan Planning Organization, only to the extent that it may be bound by contracts which may hereafter be entered into, shall be responsible for the following:

1. Prepare of planning-oriented preliminary engineering, right-of-way and construction cost estimates where applicable for multimodal projects in the Cartersville-Bartow County 25 Year Transportation Plan.

2. Update and maintain maps showing existing and proposed land use, and make appraisals of actual land use development in comparison with projections.

3. Review zoning and subdivision requests in accordance with the Cartersville-Bartow County Transportation and Land Use Plans.

4. Provide or obtain social and community development plans as may relate to transportation needs.

5. Develop and maintain base and projected population, housing, employment, economic, vehicle and land use data by traffic zone and supply information as requested concerning special generators.
6. Make recommendations for revisions of the 2 Cartersville-Bartow County Year Transportation Plan to conform to new planning goals, objectives, policies, or developments.
7. Periodically review traffic zone boundaries and make appropriate recommendations to the Technical Coordinating Committee and cooperate with the Georgia Department of Transportation in revision of said boundaries.
8. Provide available maps, aerial photographs, charts, records, and directories to the extent possible.
9. Collect, analyze and distribute traffic data such as traffic counts and accident data to the public, governmental agencies, and other parties.
10. Prepare and publish as necessary, a fiscally constrained 25 Year multimodal transportation plan that leads to the development of an integrated intermodal transportation system that facilitates the efficient movement of people and goods. The transportation plan shall be reviewed and updated at least every five years.
11. Prepare and maintain a financially balanced Four Year Multimodal Transportation Improvement Program (TIP) for Georgia which will be updated annually.
12. Prepare an annual Unified Planning Work Program to document planning activities to be performed in the next fiscal year; in sufficient detail to indicate who will perform the work, the schedule for completion and the products that it will produce.

13. Prepare an annual Performance Report for the comparison of established goals in the Unified Planning Work Program and completed work elements.

14. Compile, maintain, and document data on existing water, air, motor freight and rail terminal and transfer facilities.

15. Prepare and publish as necessary a Public Involvement Process which documents how the MPO will provide complete information, timely public notices, full public access to key decisions, and support early and continuing involvement of the public in the development of plans and TIPs; and meets the criteria specified in 23 CFR Part 450.

And if applicable to the Cartersville-Bartow County Metropolitan Planning Organization:

16. Enter into the cooperative process with all participating agencies, when the need for a major metropolitan investment is identified and to determine the extent of the analysis and define each agency's role in the development of the Major Investment Study (23 CFR e450.318).

17. Perform duties as described in the Contract between the Georgia Department Transportation and the Cartersville-Bartow County MPO for the use of planning funds.

18. Annually certify, concurrently with the Georgia Department of Transportation, to the FHWA and the FTA that the Cartersville-Bartow County MPO planning process is addressing the major issues facing the area and is being conducted in accordance with all applicable Federal laws.

19. If applicable, prepare and submit quarterly and annual FTA reports.

**X. IT IS FURTHER AGREED**, that the County of Bartow within its official jurisdiction be responsible for the following:

1. Maintain and keep current records of fiscal operations and abilities, administrative practices, and laws and ordinances that affect and concern transportation. A re-evaluation of these items shall be made at least every five (5) years and the results and recommendations which could affect the Cartersville-Bartow County program will be coordinated with the Technical and Policy Committees.

2. Aid the MPO in developing planning-oriented preliminary engineering, right-of-way and construction cost estimates where applicable for the CBMPO 25 Year Transportation Plan.

3. Be responsible for the cooperation with the Cartersville-Bartow County MPO insofar as its authority extends.

**XI. IT IS FURTHER AGREED**, that:

1. The MPO shall be of a continuing, comprehensive, cooperative nature and that all planning decisions shall be reflective of and responsive to the needs and desires of the local communities as well as the programs and requirements of the Georgia Departments of Transportation and the U.S. Department of Transportation.

2. A reappraisal shall be made of the MPO whenever there is a significant change in the community's goals and objectives, land use patterns, or travel characteristics, or at least once every five (5) years.

3. The participating agencies shall cooperate in all phases of the Study. Adequate and competent personnel shall be assigned to insure development of adequate and reliable data.

4. All parties to this agreement shall have access to all study related information developed by the other agencies, including the right to make duplication thereof.

This document is a Memorandum of Understanding expressing the present intentions of the parties. Nothing contained herein shall require the undertaking of any act, project, study, analysis, or any other activity by any party until a contract for such activity is executed. Nor shall this document require the expenditure of any funds by any party until a contract authorizing such expenditure is executed.

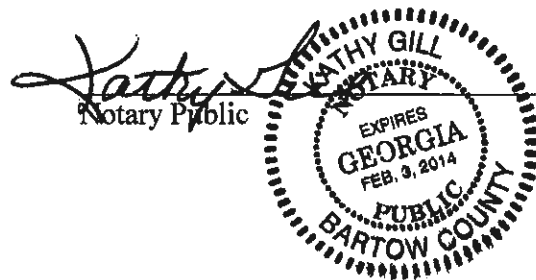
However, nothing contained herein shall be construed to prohibit any party's undertaking any act, project, study, analysis, or any other activity which the party is required by law or contract to undertake as part of any other program which fulfills some function shown herein as intended to be performed by the party undertaking such act, project, study, analysis, or other activity.

In witness whereof, the parties hereto have executed this Memorandum of Understanding, this 5th day of December 2012.

COUNTY OF BARTOW

Debbie Anders  
Witness

Charm Brown  
Chairman





**CITY OF CARTERSVILLE**

Connie Keeling  
Witness

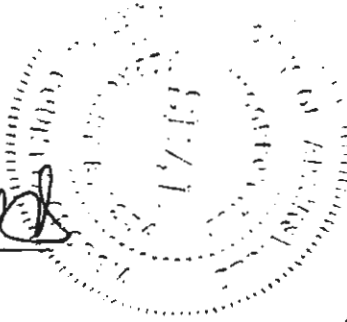
Matthew Austin  
Mayor

Cathryn Hentree  
Notary Public exp. 6-20-14

**CITY OF ADAIRSVILLE**

*Michael Jephson*  
\_\_\_\_\_  
Witness

*Z. H.*  
\_\_\_\_\_  
Mayor



*Stephanie L. Witt*  
\_\_\_\_\_  
Notary Public

**CITY OF EMERSON**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Notary Public

**CITY OF EUHARLEE**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Notary Public

**CITY OF WHITE**

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Witness

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Mayor

\_\_\_\_\_  
Notary Public

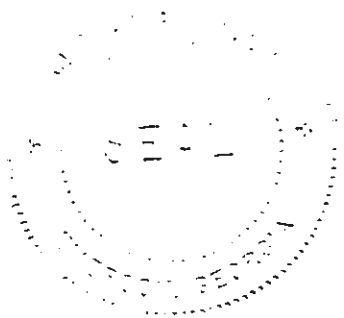
In witness whereof, the parties hereto have executed this Memorandum of Understanding, this 10<sup>th</sup> day of December 2012.

**CITY OF EMERSON**

Patty Dilleland  
Witness

[Signature]  
Mayor

[Signature]  
Notary Public



**CITY OF EUHARLEE**

*Brenda B. King*

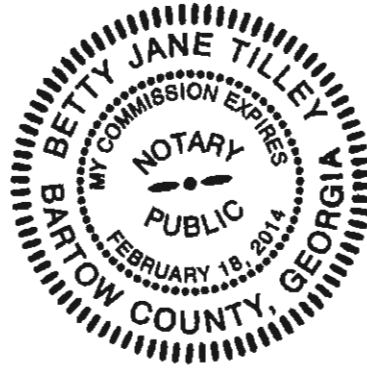
Witness

*Kathryn A. Foulk*

Mayor

*Betty Jane Tilley*

Notary Public

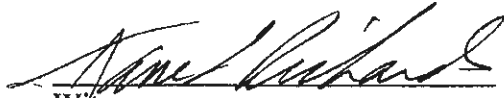


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Witness

\_\_\_\_\_  
Mayor

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Notary Public

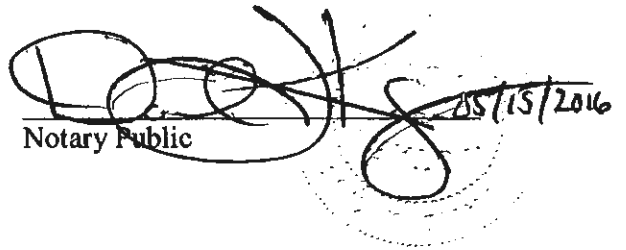
**CITY OF WHITE**

  
\_\_\_\_\_

Witness

  
\_\_\_\_\_

Mayor

  
\_\_\_\_\_  
Notary Public

**CITY OF KINGSTON**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Notary Public

**CITY OF TAYLORSVILLE**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Mayor

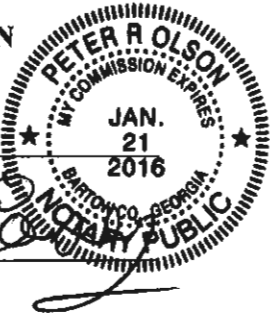
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Notary Public

**COUNTY OF BARTOW**



**CITY OF KINGSTON**

*Pit Olson*  
Witness Notary Public  
*Ronald...*  
Mayor



*Michelle Jones*  
Notary Public  
Witness

**CITY OF TAYLORSVILLE**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Notary Public

**COUNTY OF BARTOW**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Notary Public

**GEORGIA DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Planning Director

\_\_\_\_\_  
Notary Public

**CITY OF EUHARLEE**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Notary Public

**CITY OF WHITE**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Notary Public

**CITY OF KINGSTON**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Mayor


\_\_\_\_\_  
Notary Public

**CITY OF TAYLORSVILLE**

*H. Boyd Pittel m*  
\_\_\_\_\_  
Witness

*Mitchell Boyd*  
\_\_\_\_\_  
Mayor

*Patsy R. Headrick*  
\_\_\_\_\_  
Notary Public



**GEORGIA DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Planning Director

\_\_\_\_\_  
Notary Public



**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: BARTOW COUNTY**

**Service: UASI Radio Management 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.): **Cobb 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>
Bartow County	General Fund

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

Cobb County will provide access to a Wide Area Radio System (WARS) for the benefit of public safety operations in Bartow County.

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>
Intergovernmental Agreement	Cobb County, Bartow County	7/19/16      50 years

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?

See attached joint resolution between Cobb and Bartow Counties.

7. Person completing form: **Tom Sills, AICP, Planner**  
 Phone number: **770.607.6265**      Date completed: 11/17/2017

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:  
**PETER OLSON, COUNTY ADMINISTRATOR (770) 387-5030**



INTERGOVERNMENTAL AGREEMENT

BETWEEN COBB COUNTY, GEORGIA

AND

BARTOW COUNTY, GEORGIA

This INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into by and between COBB COUNTY, GEORGIA, a political subdivision of the State of Georgia acting by and through its Board of Commissioners, ("Cobb"), and BARTOW COUNTY, GEORGIA, a political subdivision of the State of Georgia acting by and through its Board of Commissioners ("Bartow"), sometimes hereinafter individually referred to as a "Party" or collectively referred to as the "Parties."

RECITALS

**WHEREAS**, Cobb and Bartow are political subdivisions of the State of Georgia and are permitted by Article IX, Section III, Paragraph I of the Constitution of the State of Georgia of 1983, as amended, to contract with any public agency, public corporation or public authority of the State for any period not exceeding fifty years for joint services, for the provision of services, or for the joint or separate use of facilities or equipment;

**WHEREAS**, in 2004, Cobb received a Department of Homeland Security grant for an interoperable communications switch known as a Master Site Switch (the "Switch"), and the Switch is being used for interconnecting Project 25 radio Systems to create a Wide Area radio System and seamless interoperable communications;

**WHEREAS**, in 2005 the Urban Area Security Initiative ("UASI") consortium purchased and installed equipment, which connected the UASI radio system to Cobb's Master Site through the Switch;

**WHEREAS**, in 2008, Cobb received a Federal Appropriations Grant to purchase microwave equipment to connect the City of Douglasville's radio system to Cobb's Master Site through the Switch;

**WHEREAS**, in 2009 Cobb became an official partner with the Consortium and the UASI System that provides communications in Fulton County, DeKalb County and the City of Atlanta;

**WHEREAS**, Cobb has a Voice Trunked Wide Area Radio System ("Cobb's System") composed of 18 channels with core equipment located at five Sites;

**WHEREAS**, Bartow has a Voice Trunked Wide Area Radio System ("Bartow's System") composed of six channels with core equipment located at eight sites;

**WHEREAS**, in 2011, Cobb received a Federal Appropriations Grant to purchase and install equipment and software to connect the currently independent Cobb and Forsyth radio Systems to

create a Wide Area regional radio System through the purchase of hardware and software, engineering and installation services;

**WHEREAS**, in 2015, Metro Atlanta UASI desires to improve interoperability in the UASI area through the installation and use of the Project 25 Inter-subsystem Interface (“ISSI”) equipment. ISSI will allow radio users with the proper configuration and permissions to "roam" onto other radio systems in the UASI area including Atlanta, Clayton County, DeKalb County, Cobb County and Fulton County.

**WHEREAS**, Cobb and Bartow recognize the benefit to each Party of joining together two independent radio systems to increase coordination and support, to provide seamless interoperable communications across jurisdictions to overlap system coverage, and to develop future dynamic redundant functionality with the core infrastructure;

**WHEREAS**, the ability of emergency responders to effectively communicate with one another is paramount to the safety and security of the citizens of the State of Georgia, and an Intergovernmental Agreement is needed to establish the duties and responsibilities of each Party and to set forth the parameters of the shared use of each Party’s equipment;

**WHEREAS**, Bartow desires for Cobb to provide Radio Management Services to Bartow; and

**WHEREAS**, this Agreement furthers the goal of protecting the health, safety and welfare of the citizens of Cobb and Bartow.

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

## **I. DEFINITIONS**

Definitions For the purposes of this Agreement, in addition to the words and terms defined elsewhere herein, the following words and terms shall have the meanings specified below, unless the context of use indicates another or different meaning or intent:

1. “Bartow Primary Site” means Bartow County’s primary communication site through which all voice and data traffic from all Bartow Sites is interconnected.
2. “Bartow System” means the collective of all Bartow radio equipment at all sites in Bartow.
3. “Cobb’s Data System” means the integrated functionality for data within Cobb’s radio System, better known as Integrated Voice and Data (“IVD”).
4. “Cobb System” means the collective of all Cobb radio equipment at all sites in Cobb.
5. “Fixed Equipment” means equipment fixed in place, including but not limited to, towers, antennas, and repeaters.

6. "Master Site Switch" means a central processing system for all voice and data traffic from all Sites throughout the interconnected radio system.
7. "Project 25 Phase 2" means the APCO 25 requirement to fit two voice conversations in one 12.5kHz bandwidth frequency pair, or one voice path in a 6.25kHz bandwidth.
8. "Radio Management Services" means those services provided by Cobb to Bartow as further agreed to in Section V and as further detailed in Exhibit A, incorporated herein as if fully set forth.
9. "Radio Subscriber" means portable equipment, including but not limited to, portable radios, mobile radios, and HPD modems.
10. "Site" means the physical location where radio equipment operates.
11. "System" means the interconnected collective of all radio equipment at all Sites within a given area.
12. "System Busies" means when an individual tries to talk on a radio channel and is unable to utilize the channel because it is already being used by too many people. System Busies shall be recorded in monthly action reports produced by the Cobb System and Bartow System.
13. "Talk Group" means a logical group of users who can communicate with one another via Trunking.
14. "TDMA" (Time Division Multiple Access) means technology providing two voice conversations in one 12.5kHz bandwidth pair by rapidly alternating between each conversation. TDMA is the Project 25 Phase 2 requirement of 6.25kHz bandwidth equivalence.
15. "Trunking" means using a "control channel" (an always open channel for radio affiliation, System control, and subscriber use) to communicate with all field radios and assign required resources to users when needed.
16. "User Priority" means what radios or Talk Groups have higher priority to communicate than another.
17. "Voice Trunked Wide Area Radio System" is a System created using the Master Site Switch to link multiple individual Systems together across large geographic areas.
18. "Wide Area" means covering an area in multiple jurisdictions.
19. "ISSI" means Inter-Sub-System-Interface, a project 25 standard for connecting like systems together and sharing wide area talkgroups across connected systems.

## **II. BARTOW'S OBLIGATIONS**

Bartow's duties and obligations include but are not limited to the following:

1. Repair and maintain in good working order Bartow's System and all radio equipment owned by Bartow and used in connection with Bartow's System and Cobb's System.
2. Bartow County currently uses an authorized Motorola service shop at this time and will continue to utilize an authorized Motorola service shop to program its own Radio Subscribers. Authorized radio shop or Bartow County personnel responsible for programming radio subscribers will ensure authorized programmers have received adequate instructor-led training on the hardware and software used for programming Radio Subscribers.
3. Cobb and Bartow currently contract with Motorola for system equipment, therefore Bartow shall allow Motorola to coordinate any maintenance procedures that require access to both Cobb's and Bartow's Systems.
4. Within one (1) year from the Effective Date of this Agreement, approve and formally adopt the then-current agreed upon version of the UASI Tactical Interoperable Communications Plan ("TIC Plan"), a recent version of which is attached hereto as Exhibit B for reference
5. Provide comments and advice, upon receiving request from Cobb, concerning proposed technical changes to Cobb's System.
6. Comply with all applicable State and Federal laws, rules and regulations.
7. Agree that Cobb County will have no obligation to maintain Bartow's Sites/System.
8. Agree to cooperate and do any and all things as may be reasonably necessary to implement and carry out the intent of this Agreement.

## **II. COBB'S OBLIGATIONS**

Cobb's duties and obligations include but are not limited to the following:

1. Not pass on any cost for per Radio Subscriber use of Cobb's Master Site Switch during the duration of this Agreement.
2. Approve a Wide Area roaming capability between the respective Cobb and Bartow Sites on Cobb-selected primary TDMA only Talk Groups and approved TDMA only Wide Area Talk Groups.
3. Repair and maintain in good working order all radio equipment owned by Cobb and used in connection with Bartow's System. Cobb shall have no responsibility to repair or maintain Bartow's equipment.
4. Allow Motorola to coordinate any maintenance procedures that require access to both Cobb's and Bartow's Systems.

5. Maintain and operate Cobb's radio equipment (whether located within the geographical boundaries of Bartow, Cobb, or elsewhere) used in connection with Bartow's System and Cobb's System, as licensed and permitted by the Federal Communications Commission.
6. Provide comments and advice, upon receiving request from Bartow, concerning proposed technical changes to Bartow's Site or System.
7. Comply with all applicable State and Federal laws, rules and regulations.
8. For as long as Cobb remains the Master Site of the Wide Area network, Cobb shall create and maintain System configuration files and database back-ups for all equipment at the Master site.
9. Provide system performance reports and/or authorize Motorola's customer service manager to share system performance reports with Bartow.
10. Agree to cooperate and do any and all things as may be reasonably necessary to implement and carry out the intent of this Agreement.

### **III. THE PARTIES' MUTUAL OBLIGATIONS**

Both Parties agree that they shall each:

1. Maintain their own Fixed Equipment, regardless of location, in their respective agency jurisdiction.
2. Utilize an authorized Motorola service shop for any Radio Subscribers or Fixed Equipment repair or preventative maintenance services.
3. Allow Motorola, or its authorized service shop or designee, access to its repeater sites for repair, maintenance, or trouble resolution.
4. Each Party is responsible for independently negotiating with any other connected radio System, for additional roaming or use other of Wide Area Talk Groups.
5. Be familiar with and utilize the Talk Group and User Priority configuration as outlined in the TIC Plan.
6. Be allowed to add Sites, frequencies and radio users without approval of the other Party, except for Wide Area talk access, which shall require prior approval from the owning agencies in which roaming is required. (Example: Bartow may not program or allow Radio Subscribers or Talk Groups to roam on adjacent Wide Area connected Sites, such as the City of Douglasville, Forsyth County, or the UASI System, without prior written approval from the adjacent agency.)



7. Follow the National Public Safety Telecommunications Council ("NPSTC") policies concerning naming, programming, and use of the mutual aid frequencies.
8. Provide a single point of contact for all radio System questions, emergencies, alias changes, maintenance coordination, or other routine matters, which are the subject matter of this Agreement.
9. System Upgrades: Each Party must keep up to date on all System upgrades and applicable technology refreshers.
10. Participate in training exercises, as coordinated and requested by the other Party.
11. Negotiate in good faith, if an opportunity of mutual benefit, presents itself for a shared or collocated tower site.

#### **IV. SHARED WIDE AREA SYSTEMS**

This Agreement does not provide or convey to Bartow any license or privilege to use or be a part of the UASI Site. Bartow agrees to provide Cobb access on up to five TDMA only Talk Groups to enable Cobb's use of Bartow's System for Wide Area roaming. Cobb agrees to provide Bartow access on up to five TDMA only Talk Groups to enable Bartow's use of Cobb's System for Wide Area roaming.

In the event there is an unacceptable number of System Busies, either Party may request the other Party to meet and evaluate the shared Wide Area Talk Groups in an attempt to resolve the System Busies problem. Notwithstanding the above, because Cobb retains absolute authority, to require Bartow to alter or reduce its use of the Cobb System, if capacity is negatively impacted as determined by a pattern of routine daily busies. Bartow agrees it will comply with any request to alter or reduce its use of Cobb's System within 30 day of receipt of such request. Cobb will communicate and attempt to resolve any issues before making such a request.

This Agreement is not intended to affect or limit in any manner Bartow's authority to work with other neighboring governments, agencies or Systems in the future to expand connectivity or joining of Systems to the extent that such expanded connection does not negatively impact Cobb's System.

#### **V. RADIO MANAGEMENT SERVICES**

In addition to the other services in Obligations provided for herein, Cobb agrees to provide radio management services to Bartow as more fully described in the Exhibit A for an annual cost not to exceed \$50,000.00 dollars. On or before December 31st of each year Bartow shall pay this amount to Cobb for the following calendar year. For 2016, Bartow shall pay Cobb a pro-rated amount within thirty days of execution of this agreement by both parties.

Cobb shall provide these Radio Management Services for a period of five years at the above rate. Thereafter the parties shall negotiate a new rate.

#### **VI. MISCELLANEOUS TERMS**

1. **Term.** This Agreement shall commence on the date this Agreement is executed by both Parties and shall continue for a term of twenty (20) years, as allowed by Article IX, Section III, Paragraph I of the Constitution of the State of Georgia.
2. **Prohibition on Resale of Service; Assignment Without Consent.** The service provided by each respective Party to the other under the terms of this Agreement is intended and shall be used only in connection with the normal duties and course of governmental operations of the other Party. Neither Party shall sell or otherwise transfer to any other consumer of radio or data services the right or ability to utilize services provided by the other Party pursuant to this Agreement. Neither Party shall assign this Agreement in whole or in part without the express written consent of the other Party.
3. **Hold Harmless.** The Parties shall at all times comply with all laws, ordinances and rules and regulation of State and Federal governmental authorities regarding use and operation of Trunking communications Systems.

To the extent, allowed by law, Bartow agrees to defend and save harmless Cobb, its officers, agents and employees against all claims, demands, payments, suits, actions, recovery, and judgments of every kind and description arising out of the performance of this Agreement, for personal injury or property damage brought or recovered against it by reason of any negligent action or omission of Bartow, its agents, or employees and to the extent that Cobb is free from negligence on the part of itself, its employees and agents.

To the extent, allowed by law, Cobb agrees to defend and save harmless Bartow, its officers, agents and employees against all claims, demands, payments, suits, actions, recovery, and judgment of every kind and description arising out of the performance of this Agreement, for personal injury or property damage brought or recovered against it by reason of any negligent action or omission of Cobb, its agents, or employees and to the extent that Bartow is free from negligence on the part of itself, its employees and agents.

To the extent, allowed by law, neither Party shall be liable to the other for consequential, indirect or incidental damages, including, but not limited to loss of tax revenue or claims related to valuation of property, whether based in contract, negligence, strict liability or otherwise. Nothing in this section is intended to waive or diminish the rights either Party may have to the defense of sovereign immunity.

4. **Modification; Waiver.** No modification or waiver of any of the terms and conditions of this Agreement shall be effective unless such modification is expressed in a writing executed by each of the Parties hereto.
5. **Governing Law, Disputes and Venue.** This Agreement 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 Agreement which 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.

6. **Joint Cooperation.** Each Party shall assist and cooperate fully in providing any documentation and/or access for inspection necessary related to any audit(s) by any State or Federal funding agency.
7. **Changes to Systems.** If, subsequent to execution of this Agreement, one or more technical or other changes in Cobb's Data System, Cobb's System, or Bartow's Site are mandated by the State or Federal government or by any regulatory agency, then each Party shall be required to bear the expense of its own compliance, and neither Party shall have any liability for any direct or indirect, tangible or intangible costs, damages, or losses incurred by the other Party due to any such change. In the event of any such mandated change, either Party required to incur costs for compliance with any such changes may terminate this Agreement by giving written notice to the other at least one year in advance of the time for compliance, unless the Party is required by the mandating government or regulatory agency to comply within eighteen (18) months or less from the date such requirement is adopted, unless the parties required to comply in a shorter time (less than 1 year), in which case the Party shall provide notice as soon as practicable. Notwithstanding the foregoing, should either Party required to incur costs for compliance with any such change elect to comply with the changes within a time period that is shorter than that required by the mandating government or regulatory agency, then the electing Party may mandate expedited compliance and shall give written notice to the other Party of this selected date for expedited compliance; provided, however, the electing Party shall provide at least one (1) year prior notice of any expedited compliance required.
7. **Termination.** Either Party may terminate this Agreement for breach if, after giving thirty (30) days prior written notice to the breaching Party, the breaching Party fails to cure its own material breach or default under this Agreement. Both Parties acknowledge that production of substantial interference on one of the Systems shall be a material breach of this Agreement.
8. **Termination For Convenience.** Either party may terminate this agreement, in its sole discretion, at any time and for any reason by giving at least one year advance written or electronic notice. The Radio Management Services provisions set forth in Section V and the Radio Management Services Agreement set forth in Exhibit A may be terminated for convenience with 120 days' notice, without terminating the remainder of this Intergovernmental Agreement.
9. **Entire Agreement; Amendments.** This Agreement constitutes the final, complete and exclusive written expression of the intentions of the Parties hereto and shall supersede all previous communications, written, oral, or understood, by or between the Parties. This Agreement may be amended only in writing signed by each of the Parties hereto.



16. **General Assurances.** The parties agree to comply with all provisions as detailed in Exhibit C, attached hereto and incorporated herein as in fully set forth.

17. **Authority.** 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.

**[SIGNATURES ON THE FOLLOWING PAGE]**



IN WITNESS WHEREOF, the Parties having read and understood the terms of this Agreement, they do hereby agree to such terms by execution of their signatures below.

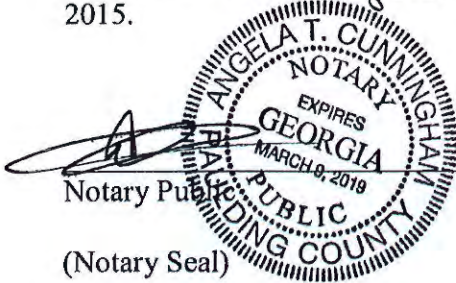
COBB COUNTY, GEORGIA



By: Bob Weatherford  
Commissioner Bob Weatherford, Vice Chair  
Cobb County Board of Commissioners

Attest: Daniel L. Gray  
Title: Clerk of Commission

Sworn to and subscribed before me this 2<sup>nd</sup> day of August, 2015.



Approved As To Form:

[Signature]  
COBB COUNTY ATTORNEY'S OFFICE

**APPROVED**  
PER MINUTES OF  
COBB COUNTY  
BOARD OF COMMISSIONERS

6/28/16

BARTOW COUNTY, GEORGIA

By: Steve Taylor  
Steve Taylor, Sole Commissioner

Attest: Kathy Gill  
Kathy Gill, County Clerk

Sworn to and subscribed before me this 19 day of July, 2016.

Alecia Hendrix  
Notary Public

(Notary Seal)



## EXHIBIT "A"

### **Radio Management Services Agreement**

#### **Background:**

Cobb County has maintained and managed a Motorola trunked radio system for over twenty years. Cobb County has experience managing Motorola trunked radio system infrastructure, the microwave support network, and the subscribers which use the radio system daily. Managing these assets can be broken down into several parts – Management responsibilities, programming radios, inventory of assets, and data entry.

In consultation with the Bartow County users, Cobb County will manage Bartow's radio system and associated subscribers by performing the following services.

#### **Management responsibilities will include.**

- Project Management for installation of 700 MHz trunked digital Motorola radio system:
  - Assist with management of radio vendor and consultant firm
  - Attend city and county project meetings
  - Assist the consultants and the County and City departments identify communication business requirements.
  - Assist in coordinating training.
  - Review radio training material provided by the vendors
  - Assist the consultants in the development of paper radio program templates for approval.
  - Review the electronic radio program templates
  - Assist in coordinating the programming of radios.
  - Assist in coordinating the installation of radios.
  - Assist the 911 Director, consultant and vendor with the MCC7500 console project
- Recommend and assist with management of the administrative operations of the various maintenance contracts, service shops, and vendors, including budget development, contract review, billable services, and funding strategies.
- Recommend and assist with development of short and long term budget plans.
- Assist Bartow in developing agendas, communication policy or procedures.
- Facilitate Bi-weekly local and regional meetings – Add to existing bi-weekly regional meetings.
- Provide airtime usage reports, and other reports as needed.
- Utilize the MCM asset management and work order system for tracking radio assets and services provided by Cobb County.
- Provide process for recommending and reviewing changes to Bartow's system
- Off-hours on-call support for unexpected outages

**Programming Services** – Bartow County purchased the over the air programming feature (Pop25). Cobb will support Bartow with radio programming services as the system is initially stood up and over time to maintain the system:

- Program "child" system keys for the radio service shop supporting Bartow County and its users.
- Maintain an inventory of authorized and issued system keys.
- Modify existing radio program templates or create new as needed.

- Program radios as needed. Utilize the Pop25 programming feature as the primary method of radio programming services. There may be times when the Pop25 feature does not work. This would require Cobb personnel to travel to Bartow County for direct connectivity and programming of the radio(s).
- Maintain electronic copies of radio program templates.

### **Inventory Assets**

- Assist Bartow County with inventorying the radio assets and the purchased accessories.
- Maintain the radio asset inventory for Bartow County as it relates to the radio system.
- Maintain any changes to ownership or assignment of the radio assets.

### **Data Entry**

- Enter talkgroups into the radio system.
- Enter radios, radio alias, and radio profiles into the radio system.
- Enter radios, personnel, vehicles, and agency information into Cobb County's asset management system.
- Make changes to the asset record as requested.

### **Bartow County will:**

1. Provide a vehicle for Cobb County's use in support of Bartow County
2. Utilize Motorola Support services which include case tracking.
3. Utilize Cobb County's asset management web application for requesting changes to radio assets, request programming changes, or for non emergency service requests.
4. Identify an inventory representative from each department for coordinating changes to the radio asset record, to include removal, installation, transfers, promotions, termination, or new hire status.
5. Maintain a radio maintenance contract on all subscribers utilizing the Bartow County radio system network.
6. Provide work space, including a functional desk, chair, wireless internet access, authorized parking, and appropriate keys or cardkey access to departmental facilities, and repeater sites.

Cobb shall provide these radio management services for an initial term of five years at the above rate. The provision of these Radio Management Services shall automatically renew for three additional 5 year option terms ("Renewal Term") without any further action required from the Parties unless either County provides the other with at least 120 days prior written or electronic notice of its intent not to renew this Agreement pursuant Section VI (10). The rate for any option terms shall be negotiated by the Parties and a letter agreement executed by the County Managers shall be entered into setting the new agreed upon rate. If the parties cannot agree upon a new rate for the option term, then either may terminate this agreement for convenience as with by giving 120 days advanced written or electronic notice pursuant Section VI (10).

Either Party may terminate this Agreement for breach if, after giving thirty (30) days prior written notice to the breaching Party, the breaching Party fails to cure its own material breach or default under this Agreement. Both Parties acknowledge that production of substantial interference on one of the Systems shall be a material breach of this Agreement. Either party may terminate this agreement, in its sole discretion, at any time and for any reason by giving at least 120 days advance written or electronic notice, pursuant Section VI (10).

**EXHIBIT "B"**

[INSERT Recent UASI Tactical Interoperable Communications Plan ("TIC Plan")]

EXHIBIT "C"

O.C.G.A. § 50-36-1(e)(2) Affidavit

By executing this affidavit under oath, as an applicant for a public benefit as referenced in O.C.G.A. § 50-36-1, from Cobb County Government, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) \_\_\_ I am a United States citizen.
- 2) \_\_\_ I am a legal permanent resident of the United States.
- 3) \_\_\_ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: \_\_\_\_\_.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

\_\_\_\_\_.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Printed Name of Applicant

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

**CONSULTANT AFFIDAVIT & AGREEMENT**



By executing this affidavit, the undersigned Consultant verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program [an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)]. The undersigned Consultant further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the Contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contractor or subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any Consultant or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance for a period of five (5) years and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (6) Allow the audit or review of records of compliance by the County upon request.

\_\_\_\_\_  
EEV (E-Verify) Program User ID Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Consultant Name)

\_\_\_\_\_  
Consultant Business Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

SWORN AND SUBSCRIBED BEFORE ME  
ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

Commission Expires: \_\_\_\_\_

*Effective 10-23-2013*

**EMPLOYER IMMIGRATION COMPLIANCE CERTIFICATION**

*(To be completed by Consultant and all subcontractors prior to contract initiation, every six months after commencement of work, and at any time there is a change in personnel assigned to the Project.)*

I certify to the Cobb County Board of Commissioners that the following employees will be assigned to:

\_\_\_\_\_

*(Project Name/Program Number)*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I further certify to Cobb County, Georgia the following:

- The E-Verify program was used to verify the employment eligibility of each of the above-listed employees hired after the effective date of our contract to use the program;
- We have not received a Final Nonconfirmation response from E-Verify for any of the employees listed;
- If we receive a Final Nonconfirmation response from E-Verify for any of the employees listed above, we will immediately terminate that employee's involvement with the Project;
- I have confirmed that we have an I-9 on file for every employee listed above and that to the best of my knowledge all the I-9's are accurate;
- To the best of my knowledge and belief, all of the employees on the above list are legally authorized to work in the United States;
- If any other employee is assigned to this Cobb County project, a certification will be provided for said employee prior to the employee commencing work on the Project.

To the best of my knowledge and belief, the above certification is true, accurate and complete.

Sworn to by:

Employer Name & Address:

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

SWORN AND SUBSCRIBED BEFORE ME  
ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

Commission Expires: \_\_\_\_\_

*EFFECTIVE 10-23-2013*



**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: BARTOW COUNTY**

**Service: Utilities: Electric**

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.): **Bartow County, City of Cartersville**

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>
Cartersville	User Fees

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

Several service and collection line extensions have taken place since the original SDS was adopted in 1998. This updates the service areas for electric service provided by the City of Cartersville within Bartow County.

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?

There are no formal agreements in place between the local governments as Bartow County does not duplicate this service.

7. Person completing form: **Tom Sills, AICP, Planner**  
 Phone number: **770.607.6265**      Date completed: Type Date Here

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:  
**PETER OLSON, COUNTY ADMINISTRATOR (770) 387-5030**





**BARTOW COUNTY**  
**Community Development**

**Steve Taylor**, Sole Commissioner

**Lamont Kiser**, PE, CFM, Director

To: Service Delivery Strategy 2018  
From: Tom Sills, AICP  
Subject: Electric Services  
Date: January 26, 2018

The local governments involved agree with the current mapping. Cartersville is the only local government providing this particular service. There are no local governments offering a competing service.



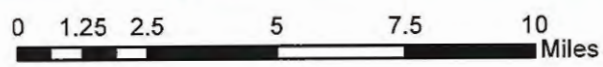
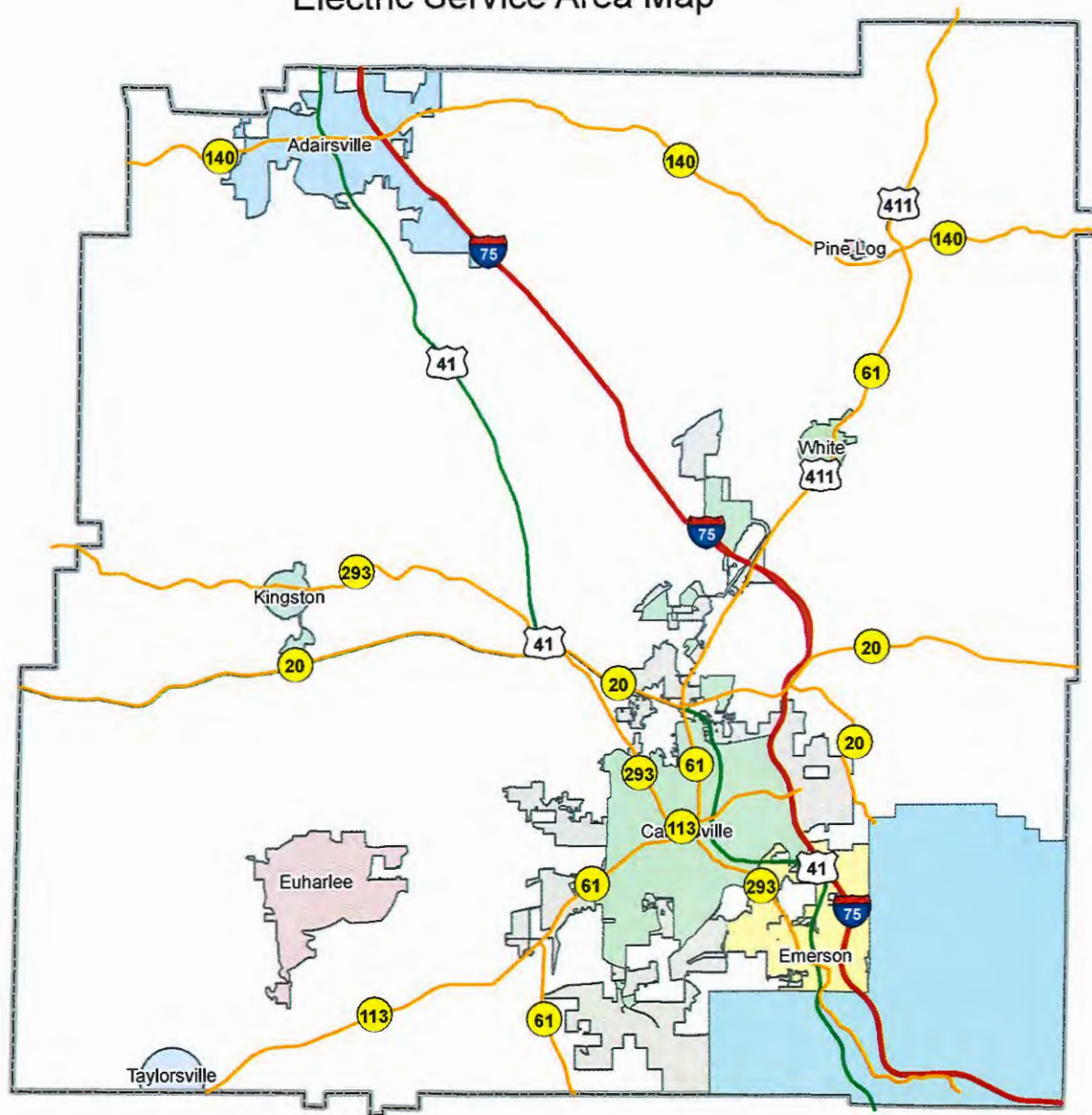
# 2018 Bartow County Service Delivery Strategy Electric Service Area Map

**Legend**

- GARoutes
- USRoutes
- Interstates
- Cartersville\_Electric
- Cobb\_EMC
- Georgia\_Power

**City Boundary**

- Adairsville
- Cartersville
- Emerson
- Euharlee
- Kingston
- Pine Log
- Taylorsville
- White
- Bartow County





**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: BARTOW COUNTY**

**Service: Utilities: Fiber Communications**

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.): **City of Cartersville**

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>
Cartersville	User Fees

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

Several service and collection line extensions have taken place since the original SDS was adopted in 1998. This updates the service areas for electric service provided by the City of Cartersville within Bartow County.

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?

There are no formal agreements in place between the local governments as Bartow County does not duplicate this service.

7. Person completing form: **Tom Sills, AICP, Planner**  
 Phone number: **770.607.6265**      Date completed: Type Date Here

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:  
**PETER OLSON, COUNTY ADMINISTRATOR (770) 387-5030**



**BARTOW COUNTY**  
**Community Development**

**Steve Taylor**, Sole Commissioner

**Lamont Kiser**, PE, CFM, Director

To: Service Delivery Strategy 2018  
From: Tom Sills, AICP  
Subject: Fiber Communications  
Date: January 23, 2018

The local governments involved agree with the current mapping. There are no local governments offering a competing service.

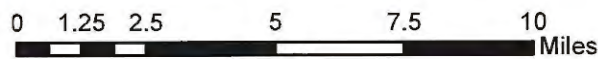
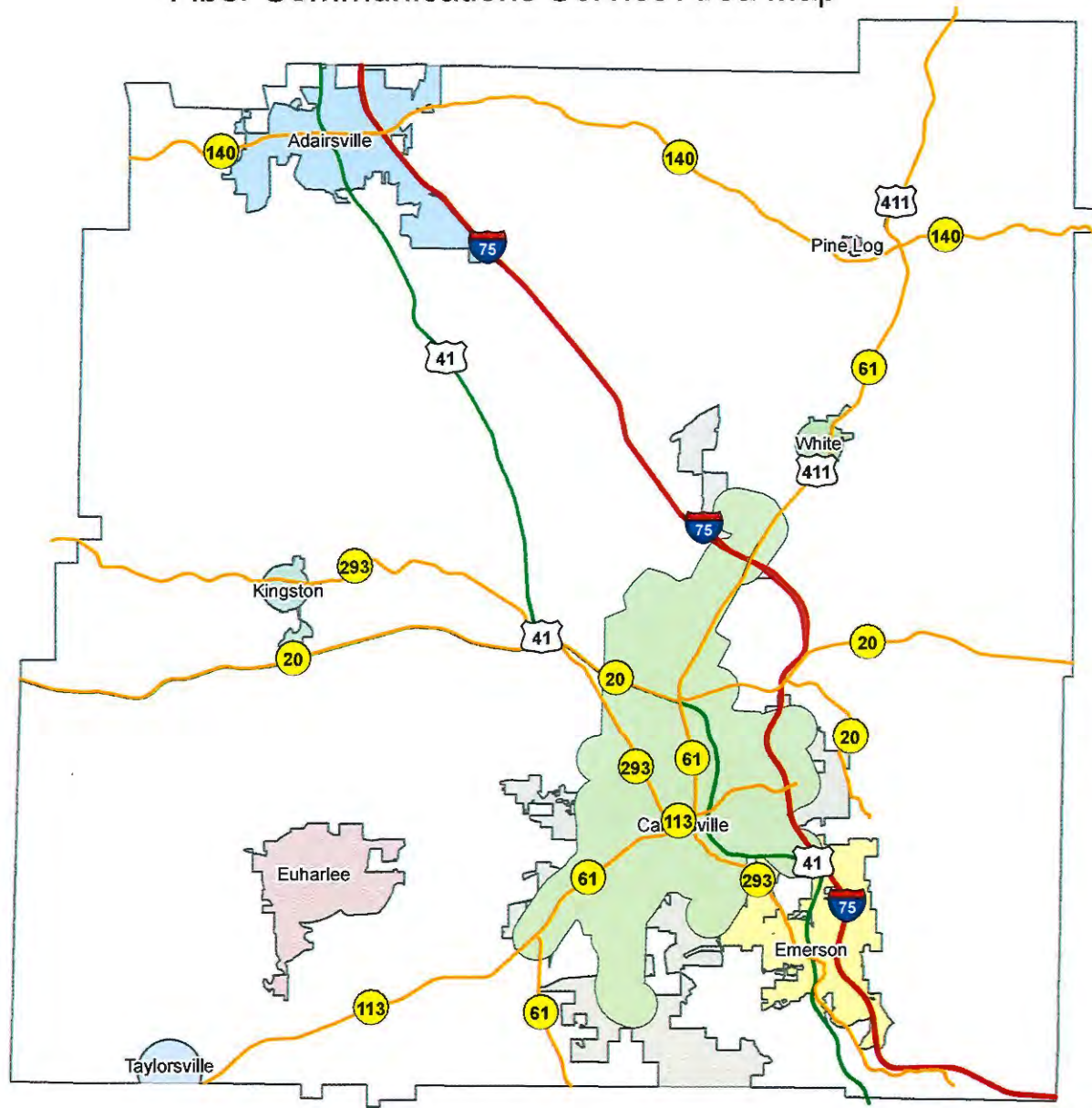
# 2018 Bartow County Service Delivery Strategy Fiber Communications Service Area Map

**Legend**

- GARoutes
- USRoutes
- Interstates
- Cartersville\_FiberCom

**City Boundary**

- Adairsville
- Cartersville
- Emerson
- Euharlee
- Kingston
- Pine Log
- Taylorsville
- White
- Bartow County







**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: BARTOW COUNTY**

**Service: Utilities: Natural Gas Distribution**

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.): **Bartow County, City of Cartersville, City of Adairsville**

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>
Adairsville	User Fees
Cartersville	User Fees

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

Several service and collection line extensions have taken place since the original SDS was adopted in 1998. This updates the service areas for natural gas service provided by the Cities of Adairsville and Cartersville within Bartow County.

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?

There are no formal agreements in place between the local governments as Bartow County does not duplicate this service.

7. Person completing form: **Tom Sills, AICP, Planner**  
 Phone number: **770.607.6265**      Date completed: Type Date Here

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:  
**PETER OLSON, COUNTY ADMINISTRATOR (770) 387-5030**



**BARTOW COUNTY**  
**Community Development**

**Steve Taylor**, Sole Commissioner

**Lamont Kiser**, PE, CFM, Director

To: Service Delivery Strategy 2018  
From: Tom Sills, AICP  
Subject: Natural Gas  
Date: January 23, 2018

The local governments involved agree with the current mapping. There are no overlapping areas of service between the local governments.



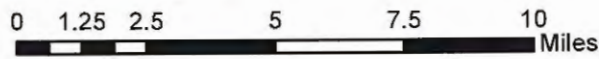
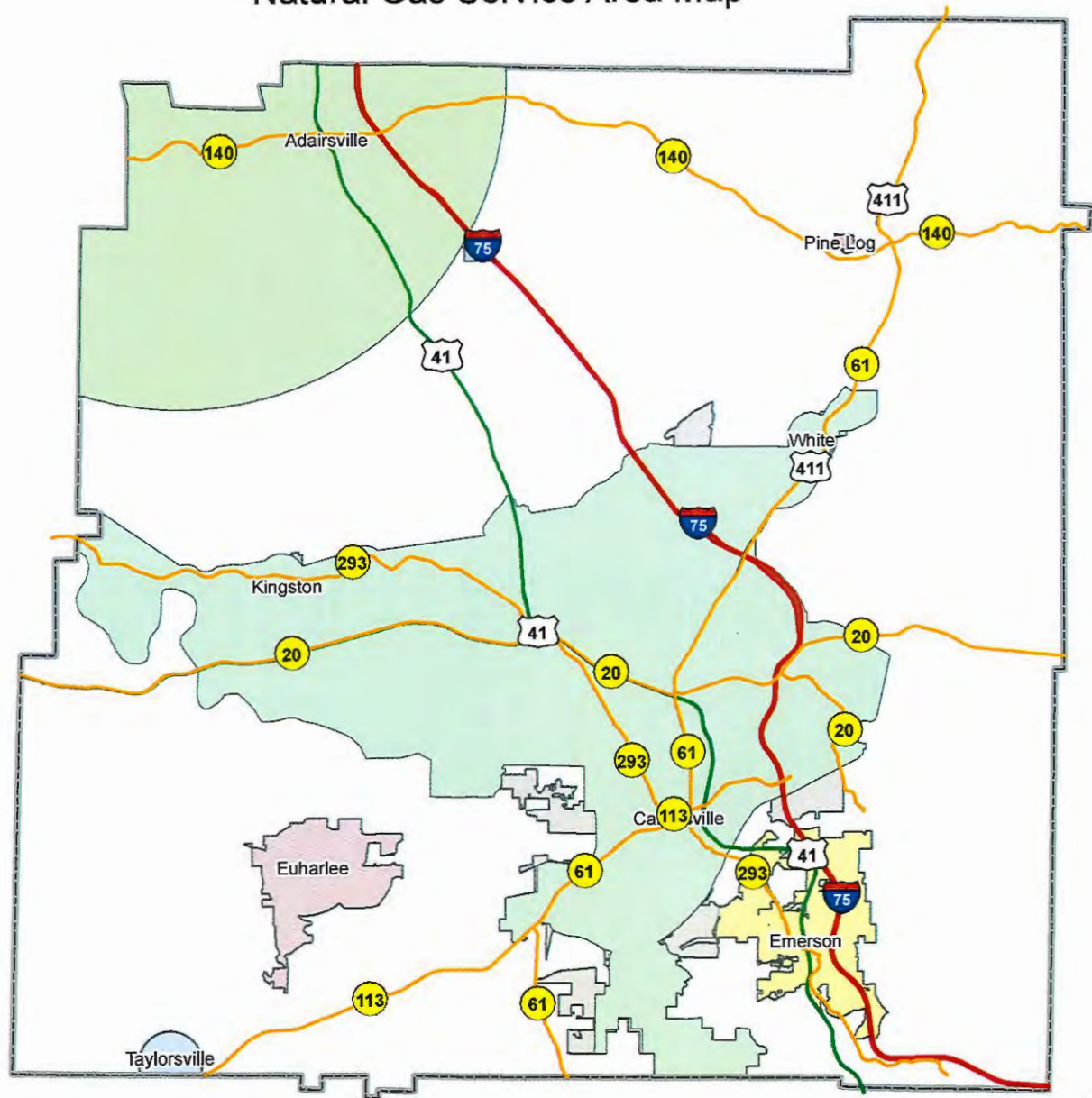
# 2018 Bartow County Service Delivery Strategy Natural Gas Service Area Map

**Legend**

- GARoutes
- USRoutes
- Interstates
- Adairsville\_Gas
- Atlanta Natural Gas
- Cartersville\_Gas

**City Boundary**

- Adairsville
- Cartersville
- Emerson
- Euharlee
- Kingston
- Pine Log
- Taylorsville
- White
- Bartow County





**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: BARTOW COUNTY**

**Service: Utilities: Water Treatment and Distribution**

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.): **Bartow County, cities of Adairsville, Cartersville, Emerson, Kingston and White**

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>
Bartow County	User Fees
Adairsville	User Fees, SPLOST
Cartersville	User Fees
Emerson	User Fees, SPLOST
Kingston	User Fees, SPLOST
White	User Fees, SPLOST

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

Several service and distribution line extensions have taken place since the original SDS was adopted in 1998. The attached mapping updates the boundaries for water service within Bartow County. There have been no formal agreements regarding changes in these boundaries since the last Service Delivery Strategy update in 2010.

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>

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 attached map updates the service delivery boundaries for water treatment and distribution within Bartow County among the County and its several cities.

7. Person completing form: **Tom Sills, AICP, Planner**  
 Phone number: **770.607.6265**      Date completed: Type Date Here

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:  
**PETER OLSON, COUNTY ADMINISTRATOR (770) 387-5030**



**BARTOW COUNTY**  
**Community Development**

**Steve Taylor**, Sole Commissioner

**Lamont Kiser**, PE, CFM, Director

To: Service Delivery Strategy 2018  
From: Tom Sills, AICP  
Subject: Water Treatment and Distribution Service – Minor Overlaps in services to continue  
Date: January 23, 2018

The local governments involved agree with the current mapping and recognize that minor overlaps in the existing service areas benefits customers as it provides redundancy and additional levels of service in the community.

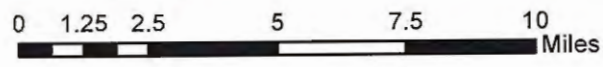
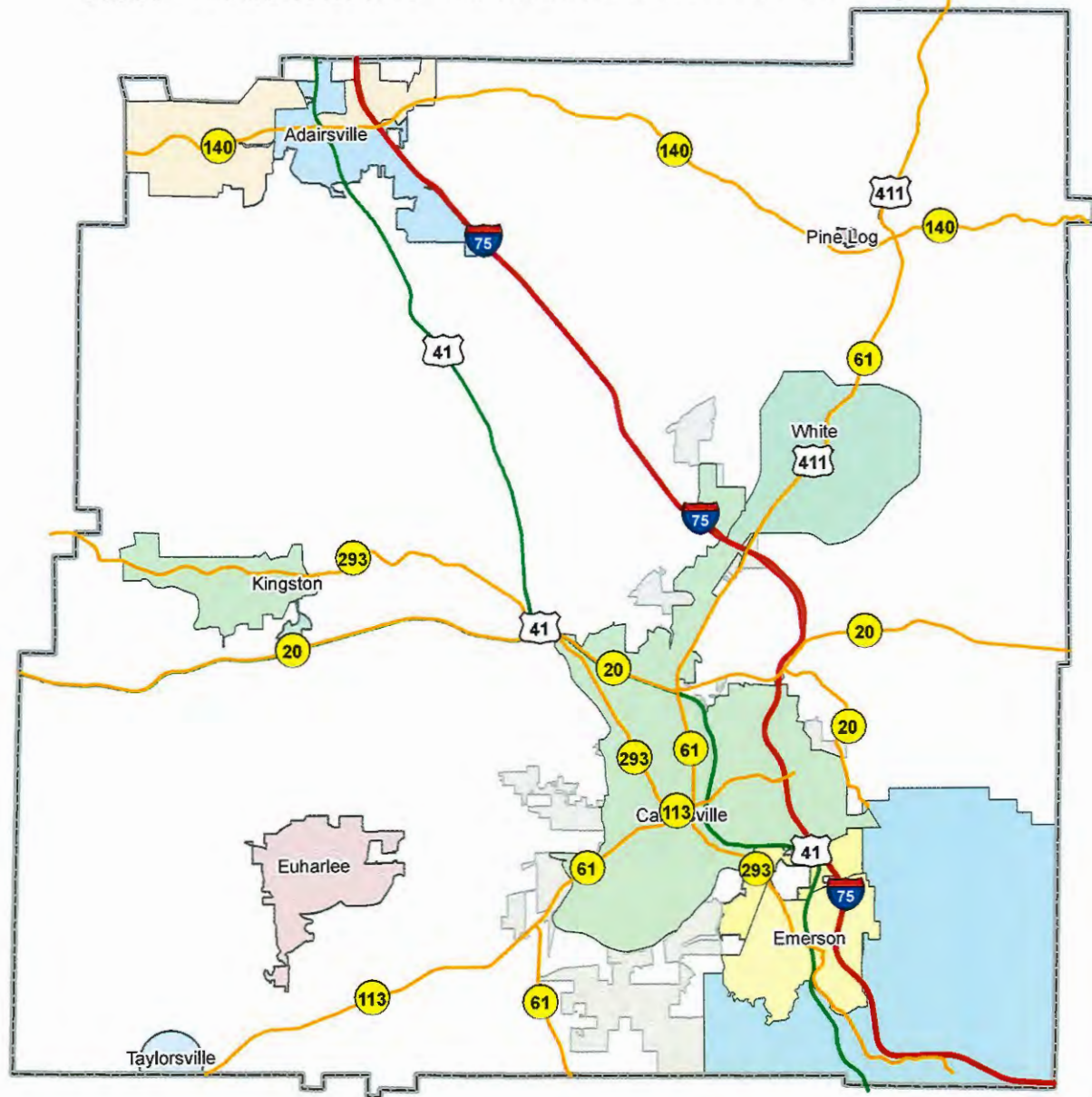
# 2018 Bartow County Service Delivery Strategy Water Treatment and Distribution Service Area Map

**Legend**

- GARoutes
- USRoutes
- Interstates
- Adairsville\_Water
- Cartersville\_Water
- Emerson\_Water
- Kingston\_Water
- White\_Water
- Bartow County
- Cobb County

**City Boundary**

- Adairsville
- Cartersville
- Emerson
- Euharlee
- Kingston
- Pine Log
- Taylorsville
- White
- Bartow County







**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: BARTOW COUNTY**

**Service: Utilities: Wastewater Collection and Treatment**

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.): **Bartow County, cities of Adairsville, Cartersville, Emerson, White, and Cobb County**

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>
Bartow County	User Fees
Adairsville	User Fees, SPLOST
Cartersville	User Fees
Emerson	User Fees, SPLOST
White	User Fees, SPLOST

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

Several service and collection line extensions have taken place since the original SDS was adopted in 1998. This updates the mapping for service areas for sewer service within Bartow County. Only one formal agreement with Cobb County has been adopted concerning wastewater collection and treatment since the 2010 Service Delivery Strategy update.

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>
Amendment	Bartow County, Cobb County	5/29/15

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 attached map updates the service delivery boundaries for wastewater collection and treatment within Bartow County among the County and its several cities.

7. Person completing form: **Tom Sills, AICP, Planner**  
 Phone number: **770.607.6265**      Date completed: Type Date Here

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:  
**PETER OLSON, COUNTY ADMINISTRATOR (770) 387-5030**





**BARTOW COUNTY**  
**Community Development**

**Steve Taylor**, Sole Commissioner

**Lamont Kiser**, PE, CFM, Director

To: Service Delivery Strategy 2018  
From: Tom Sills, AICP  
Subject: Wastewater Collection and Treatment – Minor Overlaps in services to continue  
Date: January 23, 2018

The local governments involved agree with the current mapping and recognize that minor overlaps in the existing service areas benefits customers as it provides redundancy and additional levels of service in the community.

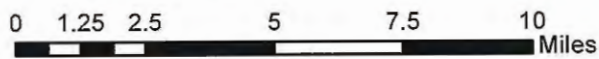
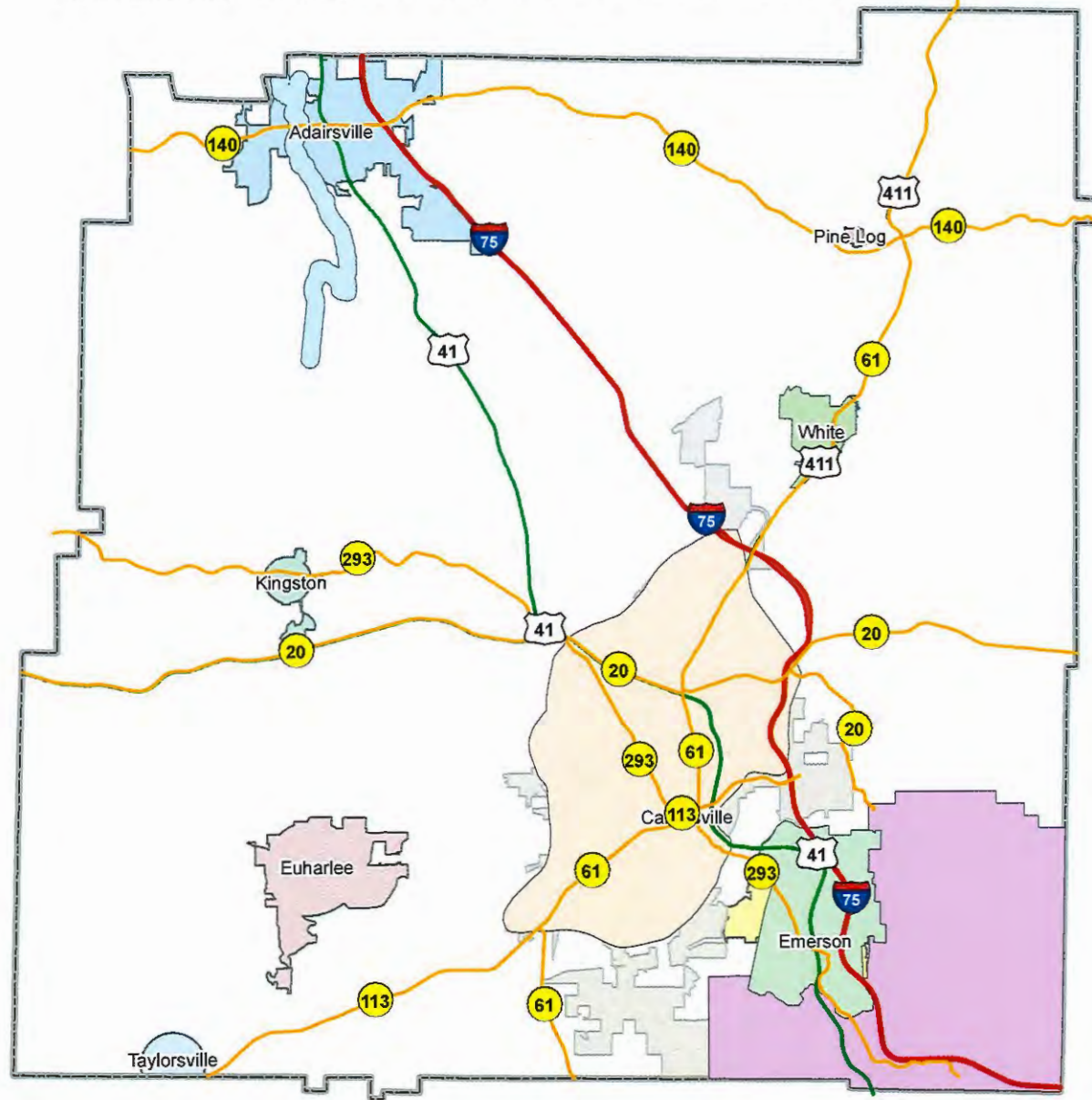
# 2018 Bartow County Service Delivery Strategy Wastewater Collection and Treatment Service Area Map

**Legend**

- GARoutes
- USRoutes
- Interstates
- Adairsville\_Sewer
- Cartersville\_Sewer
- Emerson\_Sewer
- White\_Sewer
- Cobb County
- Bartow County

**City Boundary**

- Adairsville
- Cartersville
- Emerson
- Euharlee
- Kingston
- Pine Log
- Taylorsville
- White
- Bartow County



AMENDMENT TO  
INTERGOVERNMENTAL WASTEWATER TREATMENT AGREEMENT

BETWEEN

BARTOW COUNTY, GEORGIA

AND

COBB COUNTY, GEORGIA

THIS AMENDMENT, made and entered into this 29<sup>th</sup> day of May, 2015, to the Intergovernmental Wastewater Treatment Agreement, dated August 12, 2009, between BARTOW COUNTY, GEORGIA ("Bartow") and COBB COUNTY, GEORGIA ("Cobb") ("Agreement"), political subdivisions of the State of Georgia, acting by and through their respective Boards of Commissioners.

WITNESSETH:

WHEREAS, Cobb is presently operating a wastewater management system in the area of Cobb near the County Line separating Bartow and Cobb; and

WHEREAS, pursuant to the Agreement certain areas within Bartow are served by Cobb's regional wastewater management facilities; and

WHEREAS, both Bartow and Cobb desire to expand the area of Bartow from which wastewater flows will be accepted by Cobb, as provided in this Amendment.

NOW, THEREFORE, in consideration of the promises and the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bartow and Cobb agree as follows:

**1. Service Area**


The portion of Bartow from which Cobb will accept wastewater flows is revised to include that area as depicted on Exhibit "A", attached to and by reference made a part of this Amendment, which supersedes and replaces Exhibit "A" to the Agreement. In addition, Cobb will accept flows from the property located in Land Lot 1234 of the 21<sup>st</sup> District of Bartow County known as "6224 North Main Street". Bartow shall be responsible for the transport to the Cobb sewerage system of flows to be accepted by Cobb under this Agreement.

2. In all other respects the terms and provisions of the Agreement are hereby ratified, shall remain the same and are unmodified by this Amendment.

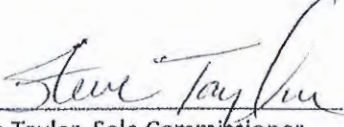
IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date shown above.


COBB COUNTY, GEORGIA

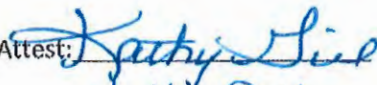
BARTOW COUNTY, GEORGIA

By:   
Timothy D. Lee, Chairman  
Board of Commissioners



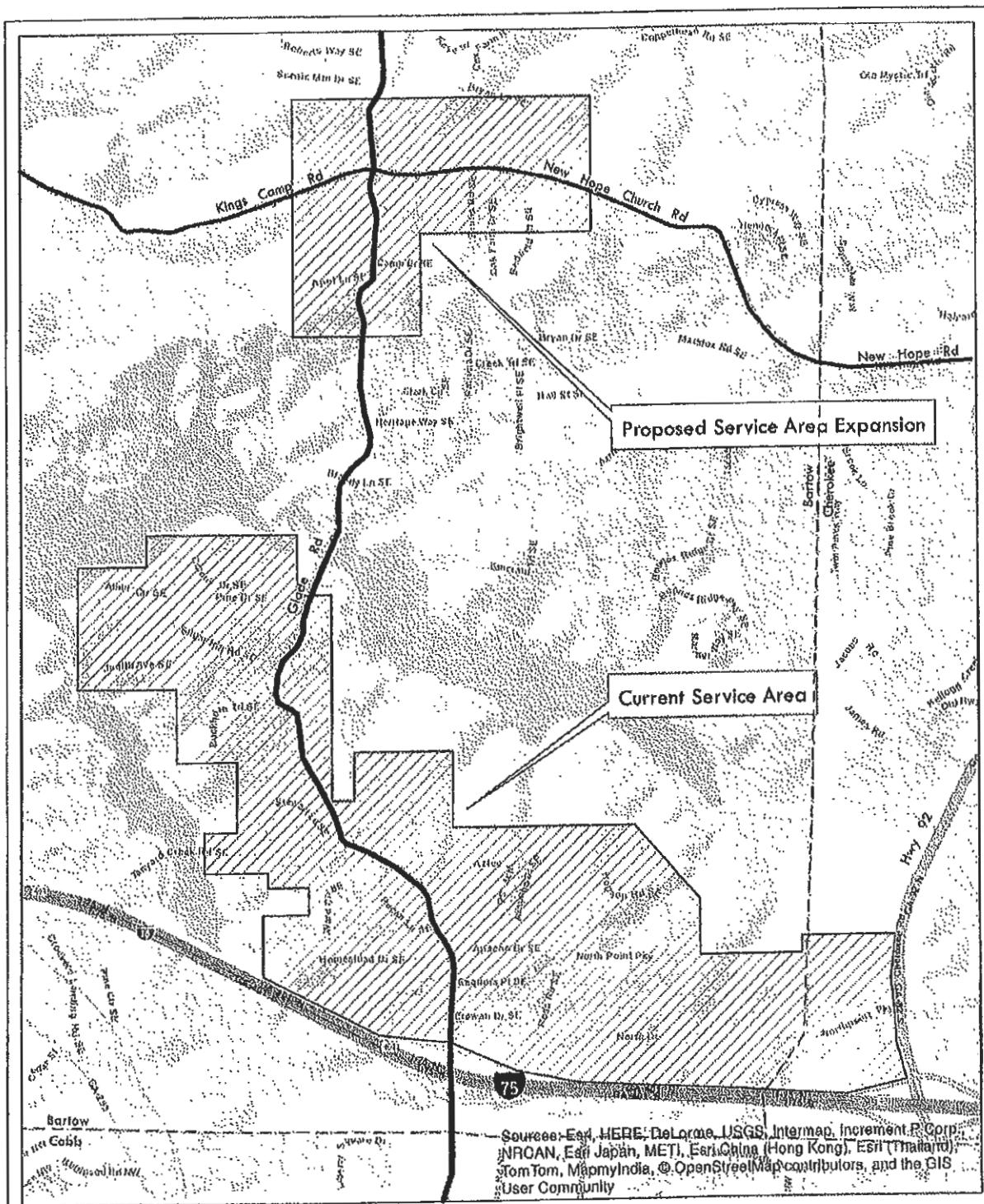
By:   
Steve Taylor, Sole Commissioner

Attest:   
Name: Angela Cunningham  
Deputy County Clerk  
Title: \_\_\_\_\_

Attest:   
Name: Kathy Gill  
Title: County Clerk

**APPROVED**  
PER MINUTES OF  
COBB COUNTY  
BOARD OF COMMISSIONERS  
4/28/15





Project: Bartow County  
 Land Lot(s): Multiple  
 District:  
 Commission District: N/A  
 Description: Expansion of Service Area In Bartow County

1:24,000







**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: BARTOW 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?

Conflicts were addressed during the adoption process of the latest joint comprehensive plan.

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:  
Describe "Other" Measures Here

**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?

Bartow County and the cities of Adairsville, Cartersville, Emerson, Euharlee, Kingston, Taylorsville and White have signed resolutions which establish a process for the provision of extraterritorial water and sewer services by any jurisdiction shall be consistent with all applicable land use plans and ordinances. (Copies on file with DCA in 1999 SDS).

4. Person completing form: **Tom Sills, AICP, Planner**

Phone number: **770.607.6265**      Date completed: 1/24/18

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:

**PETER OLSON, COUNTY ADMINISTRATOR (770) 387-5030**



**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: BARTOW 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>BARTOW COUNTY</u>	Sole Commissioner	Steve Taylor	<i>Steve Taylor</i>	1/10/18
<u>ADAIRSVILLE</u>	Mayor	Kenneth Carson	<i>Kenneth Carson</i>	1/9/18
<u>CARTERSVILLE</u>	Mayor	Matt Santini	<i>Matthew Santini</i>	1/14/18
<u>EMERSON</u>	Mayor	Al Pallone	<i>Al Pallone</i>	1/8/18
<u>EUHARLEE</u>	Mayor	<del>Dennis Thayer</del> Steve Dworkin	<i>Steve Dworkin</i>	1-8-18
<u>KINGSTON</u>	Mayor	Elbert Wise	<i>Elbert Wise</i>	1-8-18
<u>TAYLORSVILLE</u>	Mayor	Mitchell Bagley	<i>Mitchell Bagley</i>	1-9-18
<u>WHITE</u>	Mayor	Kim Billee	<i>Kim D Billee</i>	1/5/18