



**SERVICE DELIVERY STRATEGY**

**FORM 1**

COUNTY: **CARROLL**

**I. GENERAL INSTRUCTIONS:**

- 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.
- List each local government and/or authority that provides services included in the service delivery strategy in Section II below.
- 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 style="text-align: center;"><b>OPTION A</b>  <i>Revising or Adding to the SDS</i></p>	<p style="text-align: center;"><b>OPTION B</b>  <i>Extending the Existing SDS</i></p>
<ol style="list-style-type: none"> <li>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>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>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>In Section IV type, "NONE."</li> <li>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>Proceed to step 7, below.</li> </ol> <div style="background-color: #0056b3; color: white; padding: 10px; 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" style="color: white;">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>

- 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.
- 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.

CARROLL COUNTY, GEORGIA	West Georgia Regional Airport Authority
CITY OF BOWDON, GEORGIA	CarrolltonArea Convention and Visitors Bureau
CITY OF BREMEN, GEORGIA	Villa Rica Convention & Visitors Bureau, Inc.
CITY OF CARROLLTON, GEORGIA	Carroll Tomorrow/Carroll County Chamber of Commerce
CITY OF MOUNT ZION, GEORGIA	Development Authority of Carroll County, Bowdon Development
CITY OF ROOPVILLE, GEORGIA	Authority, Bremen Development Authority, Carrollton Payroll
CITY OF TEMPLE, GEORGIA	Development Authority, Villa Rica Development Authority
CITY OF VILLA RICA, GEORGIA	Carroll City-County Hospital Authority
CITY OF WHITESBURG, GEORGIA	West Georgia Regional Library System
	Carroll County Health Department
	Bowdon Housing Authority, Bremen Housing Authority
	Carrollton Housing Authority, Villa Rica Housing Authority
	Carroll County Water Authority

**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.

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

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

ADDED

CORONER-DEATH INVESTIGATIONS  
TAX VALUATION

REVISED

AIRPORT  
ANIMAL CONTROL  
BUILDING CODES INSPECTION  
CONVENTION/TOURISM SERVICES  
COURTS  
ECONOMIC DEVELOPMENT  
ELECTIONS  
E-911 COMMUNICATIONS CENTER  
EMERGENCY MANAGEMENT  
EMERGENCY MEDICAL SERVICES  
EXTENSION SERVICE  
FIRE PROTECTION  
HOSPITALS  
JAIL  
LAW ENFORCEMENT  
LIBRARIES  
PLANNING AND ZONING  
PUBLIC HEALTH  
PUBLIC HOUSING  
RECREATION (Name changed from Parks, Recreation and Cultural Arts)  
ROAD AND STREET CONSTRUCTION  
ROAD AND STREET MAINTENANCE  
SENIOR CITIZENS PROGRAMS  
SOCIAL SERVICES  
SOLID WASTE COLLECTION/DISPOSAL/RECYCLING  
TAX COLLECTION  
WATER AND WASTERWATER SERVICES (Name changed from Wastewater Collection and  
Treatment/Water Supply and Distribution)



**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: CARROLL**

**Service: AIRPORT**

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

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

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

**No**

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

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

**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.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
WEST GEORGIA REGIONAL	
AIRPORT AUTHORITY	GENERAL FUND, STATE & FEDERAL GRANTS, USER FEES

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

Only the description of this service has been updated, corrected, and revised, the actual mechanisms for delivering the service remains unchanged. Restated description is attached.

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
SERVICE DELIVERY AGREEMENT	CARROLL COUNTY - ALL CITIES	SEPTEMBER 1999 - CURRENT

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?

SAME AS # 5

7. Person completing form: **SUSAN A. MABRY, COUNTY CLERK**  
 Phone number: **770-830-5800**      Date completed: OCTOBER 24, 2018

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:

## *Carroll County Service Delivery Strategy*

### **AIRPORT**

The West Georgia Regional Airport Authority is a statutorily created entity whose members (three from Carroll County and three from Haralson County) are appointed by the respective governing bodies of Carroll and Haralson Counties. The Authority is the governing entity for the West Georgia Regional Airport.

The facility serves a multi-county area. Funding is provided primarily from user fees with occasional intergovernmental funds in the form of local government contributions and state/federal grants.

Future growth and the facility's import to the multi-county area for transportation and economic development may at some point require a more sustained level of operational and capital improvement funding. Since the facility provides a county-wide service, any such funding is provided from the respective county general funds.



**SERVICE DELIVERY STRATEGY**

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

**Instructions:**

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<b>COUNTY: CARROLL</b>	<b>Service: ANIMAL CONTROL</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.): **CARROLL 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.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
CARROLL COUNTY	GENERAL FUND

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

Only the description of this service has been updated, corrected, and revised, the actual mechanisms for delivering the service remains unchanged. Restated description is attached.

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
SERVICE DELIVERY AGREEMENT	CARROLL COUNTY - ALL CITIES	SEPTEMBER 1999 - CURRENT

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?

SAME AS #5

7. Person completing form: **SUSAN A. MABRY, COUNTY CLERK**  
 Phone number: **770-830-5800**      Date completed: OCTOBER 24, 2018

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:



## *Carroll County Service Delivery Strategy*

### **ANIMAL CONTROL**

Pursuant to the Local Option Sales Tax (LOST) distribution agreement, Carroll County provides this service to all cities (including only the Carroll County portion of the City of Bremen), utilizing a building facility and property located at 251 Automation Drive, Carrollton, Georgia, which was constructed by the County using Special Purpose Local Option Sales Tax (SPLOST) funds. The County and each city have adopted Animal Control Ordinances. Funding is provided from the County General Fund.

**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.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
BREMEN	GENERAL FUND, USER PERMIT FEES
CARROLL COUNTY	GENERAL FUND, USER PERMIT FEES
CARROLLTON	GENERAL FUND, USER PERMIT FEES
VILLA RICA	GENERAL FUND, USER PERMIT FEES

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

Only the description of this service has been updated, corrected, and revised, the actual mechanisms for delivering the service remains unchanged. Restated description is attached.

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
Service Delivery Agreement	CARROLL COUNTY - ALL CITIES	Effective: September 1999
Intergovernment Agreements	CARROLL COUNTY - CITIES OF BOWDON, MOUNT ZION, ROOPVILLE, TEMPLE & WHITESBURG INDIVIDUALLY	Ending:Automatically  Renewed

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?

SAME AS #5

7. Person completing form: **SUSAN A. MABRY, COUNTY CLERK**  
 Phone number: **770-830-5800**      Date completed: OCTOBER 24, 2018

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

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



**SERVICE DELIVERY STRATEGY**

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

**Instructions:**

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

COUNTY: CARROLL

Service: **BUILDING CODES INSPECTION**  
*(Name changed from Codes Enforcement/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.):
  
- 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.): **THE CITY OF CARROLLTON PROVIDES THIS SERVICE IN ITS JURISDICTION. CARROLL COUNTY PROVIDES THIS SERVICES IN UNINCORPORATED CARROLL COUNTY AND FOR ALL OTHER CITY JURISDICTIONS ON A FEE BASIS.**

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>
BREMEN	GENERAL FUND, USER PERMIT FEES
CARROLL COUNTY	GENERAL FUND, USER PERMIT FEES
CARROLLTON	GENERAL FUND, USER PERMIT FEES
VILLA RICA	GENERAL FUND, USER PERMIT FEES

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

Only the description of this service has been updated, corrected, and revised, the actual mechanisms for delivering the service remains unchanged. Restated description is attached.

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>
Service Delivery Agreement	CARROLL COUNTY - ALL CITIES	SEPTEMBER 1999 -
Intergovernment Agreements	CARROLL COUNTY - CITIES OF BOWDON, MOUNT ZION, ROOPVILLE, TEMPLE & WHITESBUR INDIVIDUALLY	CURRENT CURRENT TO END WITH WRITTEN NOTICE FROM EITHER PARTY

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?

SAME AS #5

7. Person completing form: **SUSAN A. MABRY, COUNTY CLERK**  
 Phone number: **770-830-5800**      Date completed: OCTOBER 24, 2018

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:

## *Carroll County Service Delivery Strategy*

### **BUILDING CODES INSPECTION**

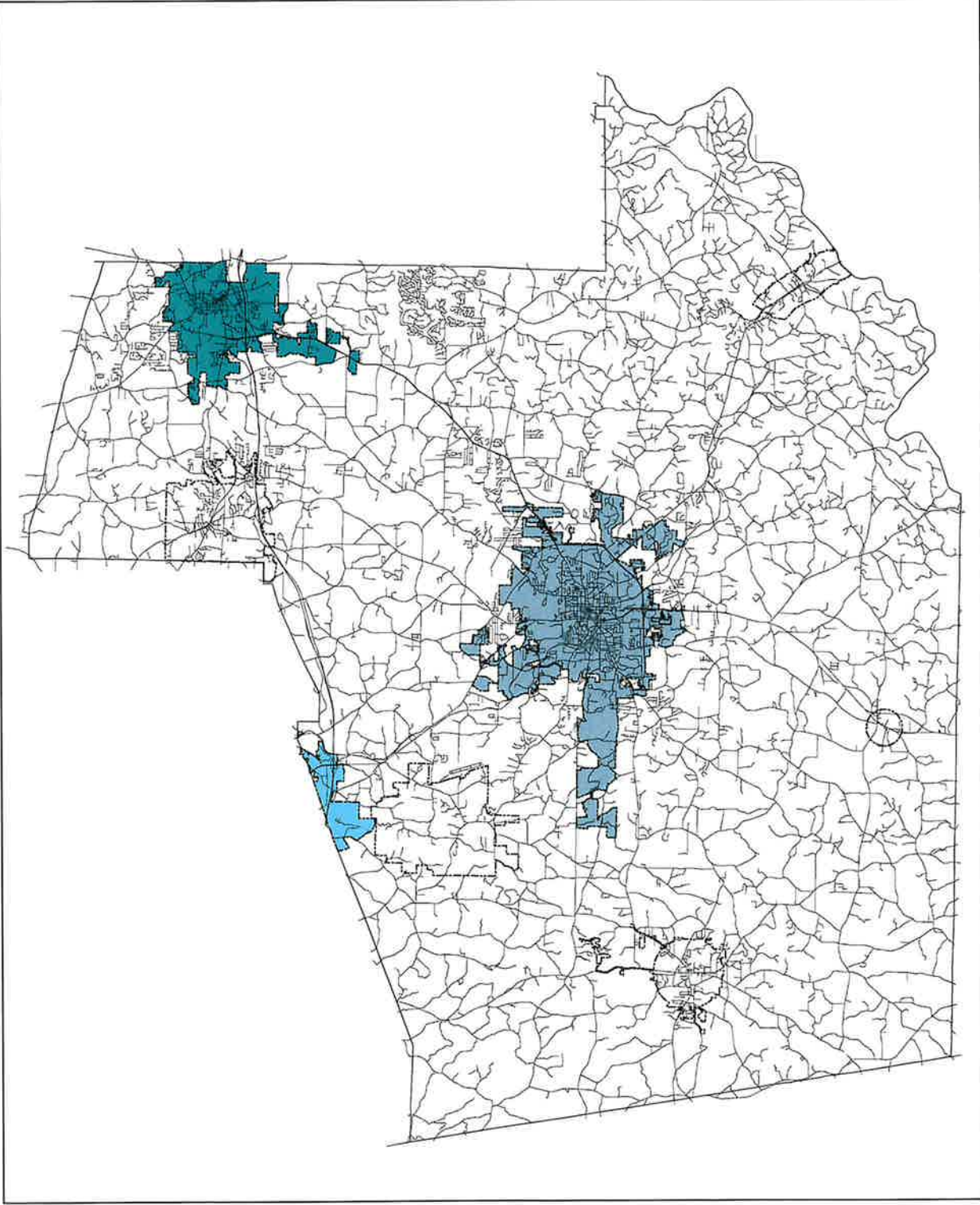
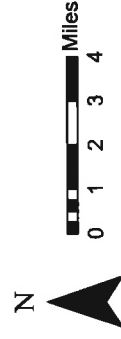
The cities of Bremen, Carrollton and Villa Rica provide this service in their jurisdictions. Carroll County provides this service in unincorporated Carroll County and for all other cities on a fee basis.

Funding for this service is derived from taxes and fees from the unincorporated area of the County and the cities receiving the service only. Should any jurisdiction currently utilizing the County provided inspections service select to provide its own service, then this same funding provision will apply. Services to the other cities should be derived from user fees and/or by intergovernmental agreements between the County and respective cities.

# Building / Codes Inspection Service Delivery Carroll County, Georgia

## Legend

- Incorporated Cities
- Served by city of Bremen
- Served by city of Carrollton
- Served by city of Villa Rica
- Served by Carroll County



Please use this map as a guide and not as definitive information. The areas depicted by this map are approximate and are provided for illustrative purposes only. While every effort has been made to ensure the accuracy, completeness, correctness, and timeliness of information presented within this map, the burden for determining appropriateness for use rests solely with the user. This map is provided "as is" with no warranties, express or implied.

AGREEMENT

THIS AGREEMENT is made and entered into on this 28 day of Feb, 1992 by and between Carroll County, Georgia, a body politic and subdivision of the State of Georgia (hereinafter referred to as the "County") and the City of Bowdon, Georgia, being an incorporated municipality within the State of Georgia and being located within the geographical boundaries of the county (hereinafter referred to as the "City").

W I T N E S S E T H:

WHEREAS, the County is a body politic, existing and operating under the laws and constitution of the State of Georgia with full power to regulate building codes within the county; and

WHEREAS, the City is an incorporated municipality located within the geographical boundary of the county with full power to regulate building codes within the City; and

WHEREAS, the City has determined that it is in the best interest of the citizens within its service area to adopt building codes within its municipal service area; and

WHEREAS, in order to implement the regulation building practices within the City of Bowdon, the County and the City deem it appropriate to enter into an agreement to provide for the regulation of building practices within the City.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter contained, it is hereby agreed as follows:

1. The term of this contract shall begin upon its execution and shall continue until such time as it is terminated as provided herein.

2. The County agrees to provide building codes enforcement services to the City in order to enforce the Carroll County building code within the city limits of Bowdon. The Carroll County building code shall be no less strict than the Georgia minimum standard codes (O.C.G.A. Sec. 8-2-20).

3. The City hereby authorizes Carroll County to provide said enforcement services within the municipal boundaries of the City of Bowdon. The city does hereby further authorize the Carroll County Codes Enforcement Office to take such action as may be necessary to enforce the Carroll County Building Code within the municipal boundaries of the City. The City further authorizes Carroll County to enforce the building code in the Magistrate Court of Carroll County.

4. The City agrees to adopt any and all ordinances or resolutions as may be necessary to vest jurisdiction in the Carroll County Codes Enforcement Office to provide the services contemplated herein within the municipal boundaries of the city.



5. The City agrees to collect fees for the issuance of building permits according to the schedule of fees in the Carroll County building code. No permits shall be issued by the City until the fee has been collected. The City shall pay to the County as consideration for the county's services hereunder 75% of all such fees collected. Said payment shall be paid to Carroll County on a monthly basis.

6. Termination - Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

CARROLL COUNTY

By: David Perry, Chairman  
David Perry, Chairman

ATTEST:

David Abercrombie  
David Abercrombie, Clerk

CITY OF BOWDON

By: James W. White, Jr.  
Mayor of Bowdon

ATTEST:

Betty B. Casm  
City Clerk

AGREEMENT

THIS AGREEMENT is made and entered into on this 8th day of OCTOBER, 1996, by and between Carroll County, Georgia, a body politic and subdivision of the State of Georgia (hereinafter referred to as the "County") and the City of Mount Zion, Georgia being an incorporated municipality within the State of Georgia and being located within the geographical boundaries of the County (hereinafter referred to as the "City").

WITNESSETH:

WHEREAS, the County is a body politic, existing and operating under the laws and constitution of the State of Georgia with full power to regulate building codes within the County; and

WHEREAS, the City is an incorporated municipality located within the geographical boundary of the County with full power to regulate building codes within the City; and

WHEREAS, the City has determined that it is in the best interest of the citizens within its service area to adopt building codes within its municipal service area; and

WHEREAS, in order to implement the regulation building practices within the City of Mount Zion, the County and the City deem it appropriate to enter into an agreement to provide for the regulation of building practices within the City.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter contained, it is hereby agreed as follows:

1. The term of this contract shall begin upon its execution and shall continue until such time as it is terminated as provided herein.

2. The County agrees to provide building codes enforcement services to the City in order to enforce the Carroll County building code within the city limits of Mount Zion, Georgia. The Carroll County building code shall be no less strict than the Georgia minimum standard codes (O.C.G.A. Sec. 8-2-20).

3. The City hereby authorizes Carroll County to provide said enforcement services within the municipal boundaries of the City of Mount Zion. The City does hereby further authorize the Carroll County Codes Enforcement Office to take such action as may be necessary to enforce the Carroll County Building Code within the municipal boundaries of the City. The City further authorizes Carroll County to enforce the building code in the Magistrate Court of Carroll County.

4. The City agrees to adopt any and all ordinances or resolutions as may be necessary to vest jurisdiction in the Carroll County Codes Enforcement Office to provide the services contemplated herein within the municipal boundaries of the city.

5. The City shall pay a non-refundable flat fee of FIFTEEN AND NO/100's (\$15.00) to the County as consideration for each inspection required to the terms of this Agreement. Upon receipt of a billing statement from Carroll County each month, the City

of Mount Zion shall pay the County for services rendered pursuant to the terms of this Agreement for that respective month.

6. Beginning January 1, 1997, the City shall pay a non-refundable flat fee of FIVE AND NO/100's (\$5.00) to the County for per each permit written by the County for the City. All permits will be issued for the City at the Carroll County Codes Enforcement Office. Upon receipt of a billing statement from Carroll County each month, the City of Mount Zion shall pay the County for services rendered pursuant to the terms of this Agreement for that respective month.

7. Termination - Either party may terminate this Agreement by giving thirty (30) days written notice to the other party.

CARROLL COUNTY, GEORGIA

By:

Jack Bell  
Chairman, Board of Commissioners  
of Carroll County, Georgia

ATTEST:

Bill Jones  
County Clerk

CITY OF MOUNT ZION

By:

Al R. Newlon  
Mayor

ATTEST:

Anita Altman   
City Clerk

**INTERGOVERNMENTAL AGREEMENT**  
**BETWEEN THE CITY OF ROOPVILLE, GEORGIA**  
**AND CARROLL COUNTY, GEORGIA**  
**FOR LAND DISTURBANCE ACTIVITY INSPECTION, PERMITTING AND**  
**ENFORCEMENT**

This Agreement is made on the 6<sup>th</sup> day of July, 2010 by and between the City of Roopville, Georgia (hereinafter referred to as "Roopville") and Carroll County, Georgia (hereinafter referred to as the "County").

**WITNESSETH:**

WHEREAS, Roopville desires to provide a mechanism for the inspection, permitting and enforcement of land disturbance activities; and

WHEREAS, Roopville lacks the available resources to provide for such inspection, permitting and enforcement; and

WHEREAS, the County desires to and has the resources to inspect, permit, and enforce land disturbing activities that occur with development within Roopville's city limits; and

WHEREAS, the County desires to promote consistency in the regulation of land disturbing activities throughout the County; and

WHEREAS, the parties believe it to be in the mutual best interest of Roopville and the County to enter into an agreement wherein the County will provide Roopville with inspection, permitting and enforcement of land disturbing activities as defined in O.C.G.A. § 12-7-4 et seq; and

WHEREAS, the parties desire to set forth the terms and conditions of the understanding, including such issues as price of service.

NOW, THEREFORE, be it hereby agreed based on the mutual promises contained herein as follows:

1.

Roopville will direct all inquires concerning obtaining permits for land disturbing activities to the County.

2.

The County will inspect the plans of the individual desiring complete land disturbing activities within the city limits of Roopville and will determine whether the individual's plans meet the criteria, best practices and minimum standards for land disturbing activities in O.C.G.A. § 12-7-6, et seq.

3.

If the individual's plans meet the above mentioned criteria, the County shall issue a permit for the requested land disturbing activity to occur.

4.

If the individual's plans do not meet the criteria set forth in O.C.G.A. § 12-7-6 et seq, the County shall attempt negotiate changes with the individual that would bring the plans in compliance with O.C.G.A. § 12-7-6. If the individual refuses to negotiate or if negotiations are not fruitful, the County may deny the permit.

5.

The County may charge Roopville usual and customary charge for the services performed. Roopville will pass these charges on to the individual desiring the land disturbance permit.

6.

Terms of Contract: Unless earlier terminated, this Contract shall remain in effect for a term of five (5) years from the date of this Agreement, and thereafter shall be automatically

renewed and extended for successive periods of one (1) year up to a total of ten (10) years unless one party shall give the other party thirty (30) days written notice of its intention not to renew the contract.

7.

Termination: Either party may, upon one-hundred-eighty (180) days written notice to the other party, give notice of its intention to terminate this Agreement. If within thirty (30) days of receipt of such notice, the other party shall accept the termination, then this Agreement shall be terminated as may be agreed between the parties. If the party receiving notice does not accept the termination due to the hardship caused by the termination, then the parties shall participate in a mediation session for the purpose of resolving any disagreements between the parties. If a mediation session is unsuccessful and one party still contests the proposed termination, then the parties agree to submit to binding arbitration before an arbitrator to be selected by the Chief Judge of the Coweta Judicial Circuit. The arbitration shall decide whether the agreement shall continue to the end of the term set forth herein and upon what terms and conditions.

8.

Modification of Agreement: the provisions of this Agreement may only be modified or altered by mutual agreement, reduced to writing, executed by both parties.

9.

Regulatory Agencies: This Agreement is subject to such rules, regulations or laws as may be promulgated by any State or Federal Agency with jurisdiction or authority over its terms, and shall be modified so as to comply with all applicable laws, regulations or rules of such agencies.

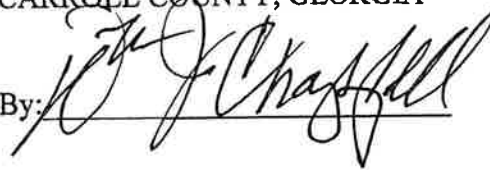
IN WITNESS WHEREOF, we have set our hand and seal on this the 6<sup>th</sup> day of

July, 2010.

CITY OF ROOPVILLE

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

CARROLL COUNTY, GEORGIA

By: 



**INTERGOVERNMENTAL AGREEMENT BETWEEN CARROLL COUNTY AND THE  
CITY OF TEMPLE FOR BUILDING INSPECTION**

This Intergovernmental Agreement is entered into on this 5<sup>th</sup> day of May, 2014 by and between Carroll County ("County") and the City of Temple ("Temple") as follows:

WHEREAS, Temple is a building permit issuing authority; and

WHEREAS, Temple no longer has anyone on staff certified to review building plans, and perform building inspection services; and

WHEREAS, Temple desires to contract with County to provide building plan review and building inspection services; and

WHEREAS, County has certified plan review staff and building inspectors and is willing to assist Temple by providing such services;

NOW, THEREFORE, the parties agree as follows:

**Section 1. Term**

The term of this agreement shall begin upon its execution and shall continue until such time as it is determined by either party to terminate this agreement as provided herein as long as it does not exceed 50 years.

**Section 2. Scope of Services**

County agrees to provide building plan review and building inspections for Temple. Specifically, Temple will intake and log all plans receiving payment for the plan review at the time the plans are received then transmit the plans to County. County will then review the plans, approve or disapprove such plans by placement of seal and signature, establish an inspection fee and schedule for the same. County will then transmit the plans and accompanying schedules to Temple. Temple will then issue the building permit and collect the fee(s) for the inspections. After the building permit is issued, the permit holder will contact the County directly when the items are ready for inspection. County will then schedule and conduct the inspections directly with the permit holder. After completing inspections, County will transmit the results of such inspections to Temple. Upon successful completion of all inspections, Temple will issue, if any, the occupancy permit.

**Section 3. Price**

Temple agrees to pay County sixty (60%) percent of the fee schedule for the plan review and inspections. Each month, County will remit an invoice to Temple and Temple will remit payment to County within thirty (30) days.

County agrees to waive the fees for plan review and inspection for any applicants in which the City waives such fee by action of its' City Council or such fee may not be assessed by State Law.

#### **Section 4. Indemnity**

County shall indemnify Temple for any claim arising solely from its actions including, but not limited to, reasonable attorney's fees. Temple shall indemnify County from any claim arising solely from its actions including, but not limited to, reasonable attorney's fees.

#### **Section 5. Termination**

Either party shall have the right to terminate this agreement at any time with thirty (30) days notice to the other party. Such termination shall not alleviate Temple of the obligation to pay county for any plan reviews or inspections performed prior to termination.

#### **Section 6. Notices**

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given personally delivered or by an overnight courier providing proof of service, or mailed, certified mail return receipt requested to the following addresses.

##### **Carroll County**

County Clerk  
P. O. Box 338  
Carrollton, GA 30112

##### **Temple**

City Administrator  
337 Sage Street  
Temple, GA 30179

IN WITNESS WHEREOF, the County and the City of Temple have executed, sealed and delivered this Agreement as of the date first above written.

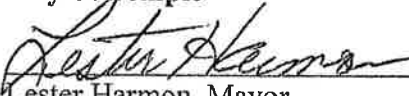
**Carroll County, Georgia**

  
\_\_\_\_\_  
Marty W. Smith, Chairman

Attest:

  
\_\_\_\_\_  
Susan Mabry, County Clerk

**City of Temple**

  
\_\_\_\_\_  
Lester Harmon, Mayor

Attest:

  
\_\_\_\_\_  
Timothy Mill, City Administrator

AGREEMENT

THIS AGREEMENT is made and entered into on this 1st day of August, 1994, by and between Carroll County, Georgia, a body politic and subdivision of the State of Georgia (hereinafter referred to as the "County") and the city of Whitesburg, Georgia, being an incorporated municipality within the State of Georgia and being located within the geographical boundaries of the county (hereinafter referred to as the "City").

W I T N E S S E T H:

WHEREAS, the County is a body politic, existing and operating under the laws and constitution of the State of Georgia with full power to regulate building codes within the County; and

WHEREAS, the City is an incorporated municipality located within the geographical boundary of the County with full power to regulate building codes within the City; and

WHEREAS, the City has determined that it is in the best interest of the citizens within its service area to adopt building codes within its municipal service area; and

WHEREAS, in order to implement the regulation building practices within the City of Whitesburg, the County and the City deem it appropriate to enter into an agreement to provide for the regulation of building practices within the City.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter contained, it is hereby agreed as follows:

1. The term of this contract shall begin upon its execution and shall continue until such time as it is terminated as provided herein.

2. The County agrees to provide building codes enforcement services to the City in order to enforce the Carroll County building code within the city limits of Whitesburg, Georgia. The Carroll County building code shall be no less strict than the Georgia minimum standard codes (O.C.G.A. Sec. 8-2-20).

3. The City hereby authorizes Carroll County to provide said enforcement services within the municipal boundaries of the City of Whitesburg. The City does hereby further authorize the Carroll County Codes Enforcement Office to take such action as may be necessary to enforce the Carroll County Building Code within the municipal boundaries of the City. The City further authorizes Carroll County to enforce the building code in the Magistrate Court of Carroll County.

4. The City agrees to adopt any and all ordinances or resolutions as may be necessary to vest jurisdiction in the Carroll County Codes Enforcement Office to provide the services contemplated herein within the municipal boundaries of the city.

5. The City shall pay a non-refundable flat fee of FIFTEEN AND NO/100's (\$15.00) to the County as consideration for each inspection required pursuant to the terms of this Agreement. Upon receipt of a billing statement from Carroll County each month, the City of Whitesburg shall pay the County for services rendered pursuant to the terms of this Agreement for that respective month.

6. Termination - Either party may terminate this Agreement by giving thirty (30) days written notice to the other party.

CARROLL COUNTY, GEORGIA

By: Horrie Duncan  
Chairman, Board of Commissioners  
of Carroll County, Georgia

ATTEST:

Kin B. Jones  
County Clerk

CITY OF Whitesburg Ga.

By: Maurice Chouhan  
Mayor

ATTEST:

Jean Skinner  
City 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: CARROLL**

**Service: CONVENTION/TOURISM 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.): **CARROLLTON AREA CONVENTION AND VISITORS BUREAU, VILLA RICA CONVENTION & VISITORS BUREAU, INC.**
  
- 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.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
Carrollton Area Convention and Visitors Bureau	Hotel-Motel Tax, Grants, Contributions
Villa Rica Convention & Visitors Bureau, Inc.	Hotel-Motel Tax, Grants, Contributions

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

Only the description of this service has been updated, corrected, and revised, the actual mechanisms for delivering the service remains unchanged. Restated description is attached.

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
Service Delivery Agreement	Carroll County - All Cities	September 1999 - Current

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?

SAME AS #5

7. Person completing form: **SUSAN A. MABRY, COUNTY CLERK**  
 Phone number: **770-830-5800**      Date completed: **OCTOBER 24, 2018**

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:



## *Carroll County Service Delivery Strategy*

### **CONVENTION / TOURISM SERVICES**

Operational funding for the Carrollton Area Convention and Visitors Bureau (CACVB) is currently derived in total from a hotel/motel tax levied on hotel/motel guests staying in hotels/motels within the City of Carrollton. The CACVB is governed by a five (5) member board appointed by the Mayor and City Council of Carrollton. The City of Villa Rica appoints and funds the Villa Rica Convention & Visitors Bureau, Inc., a 501(c)(6) non-profit corporation, from hotel/motel taxes levied on guests staying in hotels/motels within the City of Villa Rica. Carroll County has levied the hotel/motel tax for the unincorporated areas to promote tourism services throughout the 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.

<b>COUNTY: CARROLL</b>	<b>Service: CORONER - DEATH INVESTIGATION</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.): **CARROLL 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>
CARROLL COUNTY	GENERAL FUND

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

The actual mechanisms for delivering this service remain unchanged. The only change is its addition to the Service Delivery Agreement document. Description is attached.

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>
SERVICE DELIVERY AGREEMENT	CARROLL COUNTY & ALL CITIES	OCTOBER 2018 - CURRENT

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?

SAME AS #5

7. Person completing form: **SUSAN A. MABRY, COUNTY CLERK**  
 Phone number: **770-830-5800**      Date completed: **OCTOBER 24, 2018**

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:

## *Carroll County Service Delivery Strategy*

### **CORONER – DEATH INVESTIGATION**

The County Coroner provides death investigation services county-wide, all costs are paid from the County's General Fund.



**SERVICE DELIVERY STRATEGY**

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

**Instructions:**

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**COUNTY: CARROLL**

**Service: COURTS**

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.): **CARROLL COUNTY, BOWDON, BREMEN, CARROLLTON, MOUNT ZION, TEMPLE, VILLA RICA, WHITESBURG**
  
- 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.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
CARROLL COUNTY	GENERAL FUND, FINES, FORFEITURES
ALL CITIES EXCEPT ROOPVILLE	GENERAL FUND, FINES, FORFEITURES

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

Only the description of this service has been updated, corrected, and revised, the actual mechanisms for delivering the service remains unchanged. Restated description is attached.

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
SERVICE DELIVERY AGREEMENT	CARROLL COUNTY - ALL CITIES	SEPTEMBER 1999 - CURRENT

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?

SAME AS #5

7. Person completing form: **SUSAN A. MABRY, COUNTY CLERK**  
 Phone number: **770-830-5800**      Date completed: **OCTOBER 24, 2018**

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:

## *Carroll County Service Delivery Strategy*

### **COURTS**

Superior, State, Magistrate, Juvenile, and Probate court functions and services (including prosecution, probation, social services and any additional related/allied services) are county-wide in scope and function, and all costs associated are paid from the County General Fund. Each respective city choosing to provide Municipal Court Services shall pay all costs associated with same from city funds and retain all fines/forfeitures from same.



**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: CARROLL**

**Service: ECONOMIC DEVELOPMENT**

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

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- 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.): **CARROLL TOMORROW/CARROLL COUNTY CHAMBER OF COMMERCE, DEVELOPMENT AUTHORITY OF CARROLL COUNTY, BOWDON DEVELOPMENT AUTHORITY, BREMEN DEVELOPMENT AUTHORITY, CARROLLTON PAYROLL DEVELOPMENT AUTHORITY, VILLA RICA DEVELOPMENT AUTHORITY**
  
- 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.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
Carroll Tomorrow/Chamber of Comm	General Fund, Pulic-Private Contributions, Misc.
Development Authority of Carroll Co	General Fund, Pulic-Private Contributions, Misc.
Bowdon Development Authority	General Fund, Pulic-Private Contributions, Misc.
Bremen Development Authority	General Fund, Pulic-Private Contributions, Misc.
Carrollton Payroll Development Auth	General Fund, Pulic-Private Contributions, Misc.
Villa Rica Development Authority	General Fund, Pulic-Private Contributions, Misc.

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

CARROLL TOMORROW, A 501 (C)(3) PUBLIC-PRIVATE PARTNERSHIP, WHICH PROVIDES SPECIFIC ECONOMIC DEVELOPMENT SUPPORT TO MEET THE NEEDS OF THE COUNTY AND ALL CITIES HAS BEEN ADDED (DID NOT EXIST IN 1999) OTHERWISE THERE IS NO CHANGE. RESTATED DESCRIPTION IS ATTACHED.

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
SERVICE DELIVERY AGREEMENT	CARROLL COUNTY - ALL CITIES	SEPTEMBER 1999 - CURRENT

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?

SAME AS #5

7. Person completing form: **SUSAN A. MABRY, COUNTY CLERK**  
 Phone number: **770-830-5800**      Date completed: OCTOBER 24, 2018

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:

## *Carroll County Service Delivery Strategy*

### **ECONOMIC DEVELOPMENT**

Carroll County and the Development Authorities of the cities of Bowdon, Carrollton, and Villa Rica are investment stakeholders in the Carroll County Economic Development Foundation, dba Carroll Tomorrow, a 501(c)(3) public-private partnership, which provides specific economic development support to meet the needs of these respective communities. Carroll Tomorrow, in conjunction with the Carroll County Chamber of Commerce serves as the county-wide clearinghouse, coordinator, recruiting, and marketing arm for economic development activities in Carroll County. Carroll Tomorrow partners with Haralson County Development Authority and the City of Bremen, as well as the Douglas County Development Authority on projects that may have regional benefits. Carroll County has in the past provided SPLOST funds for the acquisition of land, as well as assistance in the construction of industrial access roads, industrial sites, and the extension of infrastructure to facilitate economic investment in the County on a case-by-case basis as resources permit and will continue to do so.



**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: **CARROLL**

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.):
  
- 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.): **CARROLL COUNTY, BOWDON, BREMEN, CARROLLTON, MOUNT ZION, ROOPVILLE, TEMPLE, VILLA RICA, WHITESBURG**
  
- 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>
CARROLL COUNTY	GENERAL FUND
ALL CITIES	GENERAL FUND

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

Only the description of this service has been updated, corrected, and revised, the actual mechanisms for delivering the service remains unchanged. Restated description is attached.

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>
SERVICE DELIVERY AGREEMENT	CARROLL COUNTY - ALL CITIES	Effective: September 1999 Ending: Year to Year
INTERGOVERNMENT AGREEMENTS	CARROLL COUNTY - CITIES OF BOWDON, CARROLLTON, MOUNT ZION, ROOPVILLE, TEMPLE, VILLA RICA, WHITESBURG INDIVIDUALLY	

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?

SAME AS #5

7. Person completing form: **SUSAN A. MABRY, COUNTY CLERK**  
 Phone number: **770-830-5800**      Date completed: OCTOBER 24, 2018

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:

## *Carroll County Service Delivery Strategy*

### **ELECTIONS**

Carroll County currently provides this service for all elections held county-wide (national, state, district, and county) through its Board of Elections and Registrations. The Board of Elections will also provide this service to city jurisdictions for city elections on a fee basis pursuant to intergovernmental agreements; however, qualifying for city elections is handled by the cities.

A RESOLUTION OF THE CARROLL COUNTY BOARD OF ELECTIONS  
TO ENDORSING THE REGULATION AND PROVISION  
FOR THE CALLING OF MUNICIPAL ELECTIONS

WHEREAS, the General Assembly of the State of Georgia created in Carroll County a Board of Elections, which has jurisdiction over the conduct of primaries and elections in Carroll County (Ga. Laws 1974, p. 3556, *et seq.*), and provided that the Board of Elections shall, with regard to the preparation, conduct, and administration of primaries and elections, succeed and to exercise all duties and powers granted to and necessary for the election superintendent pursuant to Title 21 of the Code of Georgia;

WHEREAS, O.C.G.A. § 21-2-40 (b), as amended, and O.C.G.A. § 21-2-70, as amended, authorize the superintendent of the Board of Elections to receive and act upon petitions, determine the sufficiency of nomination petitions of candidates, filing notice of their candidacy with him or her in accordance with this chapter, prepare and publish all notices and advertisements relating to the conduct of elections, select and equip polling places, secure and maintain election equipment, appoint poll officers to serve in primaries and elections, ensure compliance with the State Election Board rules and general laws, instruct poll officers in their duties, receive poll returns, certify and announce the results, and guarantee the secrecy of the ballot;

WHEREAS, the municipalities within the County are required to conduct municipal elections for the purpose of electing individuals to serve on their respective City Councils, and as Mayors of their respective Cities;

WHEREAS, the Cities have informally requested the services of the Board of Elections to conduct their respective municipal elections;

WHEREAS, O.C.G.A. § 21-2-45 (c), as amended, authorizes the governing authority of any municipality of the county within which that municipality wholly or partially lies to conduct any or all elections;

WHEREAS, the County Board of Elections has provided services as authorized under O.C.G.A. § 21-2-40 (b), as amended, to the municipalities within the county, and the Board of Elections deems that it is in the best interest of the same to provide services related to the

conduct of primaries and elections to the municipalities within the County; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Elections of Carroll County, Georgia, and it is hereby resolved to recommend to the Board of Commissioners the following actions:

(1) That the Board of Commissioners provide for an agreement with the various municipalities within Carroll County that may need the services of the Board of Elections relating to the conduct of municipal elections pursuant to the applicable laws of the State of Georgia; and

(2) The Election Superintendent of the County is hereby authorized and directed to deliver a copy of this resolution to the Chairman of the Board of Commissioners of Carroll County, with a request that the Chairman of the Board of Commissioners provide that the Intergovernmental Agreement be placed upon the agenda of the Board of Commissioners for their earliest consideration.

Adopted and approved this 31 day of March 1999.

Carroll County Board of Elections

By: Patti D. Brown  
Chair, Board of Elections  
of Carroll County, Georgia

Attest:


Robert Burton  
Clerk, Board of Elections of Carroll  
County, Georgia

CLERK'S CERTIFICATE

I, Parks Burton, Clerk of the Board of Elections of Carroll County, DO HEREBY

CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted by the Board of Elections of Carroll County, Georgia on the 31<sup>st</sup> day of March, 1999, at a meeting which was duly called and assembled and open to the public and at which a quorum was present and acting throughout, which resolution has not been modified, repealed, revoked or rescinded as of the date hereof.

This 31 day of March, 1999.

  
Clerk, Board of Elections of  
Carroll County, Georgia



STATE OF GEORGIA

COUNTY OF CARROLL

INTERGOVERNMENTAL AGREEMENT BETWEEN CARROLL COUNTY,  
GEORGIA AND THE CITY OF \_\_\_\_\_ RELATING TO SERVICES  
OF THE CARROLL COUNTY BOARD OF ELECTIONS

WHEREAS, the Georgia General Assembly created a Carroll County Board of Elections having jurisdiction over the conduct of primaries and elections (Ga. Laws 1974, p. 3556, *et seq.*), and provided that the Board of Elections shall, with regard to the preparation for, conduct and administration of primaries and elections, succeed to and exercise all duties and powers granted to and incumbent upon the election superintendent pursuant to Title 21 of the Code of Georgia;

WHEREAS, the Carroll County Board of Elections has adopted a Resolution, (attached as Exhibit "1"), recommending to the Carroll County Board of Commissioners (hereinafter "County") that it enter into an agreement with the City of \_\_\_\_\_ (hereinafter "\_\_\_\_\_"), for providing the services of the Board of Elections to properly conduct municipal elections pursuant to the applicable laws of the State of Georgia;

WHEREAS, the City of \_\_\_\_\_ embraces the corporate limits that are located within that part of the \_\_\_\_\_ which lies within Carroll County;

WHEREAS, the City is required to conduct municipal elections from time to time for the purposes of electing individuals to serve on the City Council of said City, as Mayor of said City, special referenda, bond issues, or called special elections, and the County Board of Elections is authorized to provide services to the City under O.C.G.A. § 21-2-40 (b);

WHEREAS, the City requests the services of the Board of Elections to conduct such municipal elections, and O.C.G.A. § 36-70-20 *et seq.* provides that local governments should develop a service delivery system that is efficient and responsive to citizens;

WHEREAS, O.C.G.A. § 21-2-45 (c) authorizes the governing authority of any municipality of the county within which that municipality wholly or partially lies to conduct any or all elections;

WHEREAS, in consideration of the mutual benefits and consideration accruing to each of the parties hereto and for the use of and benefit of the citizens of the entire County, which benefits are hereby expressly acknowledged, and \_\_\_\_\_ has determined that it is in the best interests of the citizens of \_\_\_\_\_ to enter an agreement with the County, as authorized by Art. IX, Sec. III, Para. I, of the Constitution of the State of Georgia, for the following purposes; and

NOW, THEREFORE, the parties hereto mutually agree as follows:

Section 1. Representations of the Parties. Each party hereto makes the following representations and warranties, which are specifically relied upon by all of the other parties as a basis for entering this Agreement:

(a) The City is a municipal corporation as defined by statutory law and judicial interpretation that has validly adopted a resolution to authorize the entity to enter this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. §§ 50-14-1 *et seq.*; and

(b) The County has validly adopted a resolution to authorize the entity to enter this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. §§ 50-14-1 *et seq.*

Section 2. Term of Agreement. The term of this Agreement shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, 1999 and shall continue for a period not to exceed 50 years pursuant to Georgia Constitution 1983, Art. IX, Sec. III, Para. I, unless terminated prior to that date as set out hereinafter.

Section 3. Termination. This Agreement may be terminated at any time, with or without cause, by either party upon one (60) sixty days written notice. If notice to terminate is given, the County will continue to provide the contracted for services to the City for all services given through the end of the day of the sixty day period, unless the City otherwise provides building inspection and codes enforcement services. This Agreement shall then terminate and expire on the final day of the sixty day period and each party's obligations hereunder shall cease therewith.

Section 4. Prerequisites to Performance. The municipality shall adopt an ordinance authorizing the County to conduct elections, and the municipality may request the County to perform any of the following:

(a) Perform all duties as superintendent of elections as specified under Chapter 2 of Title 21 of the Official Code of Georgia Annotated;

(b) Perform all duties as superintendent of elections as specified under Chapter 2 of Title 21 of the Official Code of Georgia Annotated, with the exception of the qualification of candidates; or

(c) Lease or loan any or all of its election equipment to the municipality for the purpose of conducting municipal elections without any responsibility on the part of the county for the actual conduct of the municipal election.

Section 5. Scope of Services. After adopting the appropriate ordinances set forth in section 4, the Board of Elections shall provide any and all services required to conduct, manage,

and supervise all municipal elections for the City in accordance with all applicable state and local laws, to include the following services:

- (a) Receive and act upon petitions, determine the sufficiency of nomination petitions of candidates, filing notice of their candidacy with him or her in accordance with this chapter, prepare and publish all notices and advertisements relating to the conduct of elections, select and equip polling places, secure and maintain election equipment, appoint poll officers to serve in primaries and elections, ensure compliance with the State Election Board rules and general laws, instruct poll officers in their duties, receive poll returns, certify and announce the results, and guarantee the secrecy of the ballot;
- (b) At a mutually agreed upon time, the Superintendent shall call for an election, to be held in all applicable voting precincts in the City;
- (c) The Board of Elections shall be responsible for taking all steps necessary to obtain pre-clearance approval for said election from the Justice Department of the United States of America;
- (d) The date of such election shall be set as provided by law, the polls of each election district of the City shall be open at 7:00 a.m. and close at 7:00 p.m., the election shall be held in accordance with the election laws of the State of Georgia, and the Board of Elections of Carroll County shall count the votes of said election in the manner required by law;
- (e) Publish the Notice of Election as authorized by law, and prior to the date of any election, appoint a proper Election Managers and Clerks to supervise and hold the municipal election; and
- (f) In the event that a special unscheduled election is necessary, the City and the Board of Elections shall confer and reach a mutually convenient date to conduct said election.

Section 6. Compensation. The City shall pay the County all costs incurred in performing those functions which the municipality has requested the Board of Elections to perform, including, but not limited to, any and all usual, standard charges incurred by the County and the Board of Elections during a given election, for example: the cost of poll workers, the printing of ballots, and the publishing of legal notices. Furthermore, in addition to these costs, the City shall pay the County an additional sum of \_\_\_\_\_ as further consideration for the performance of said services.

- (a) In the event the County and the City conduct an election on the same date, the City shall each be responsible for one-half (1/2) of the total expense for said election, unless otherwise agreed to by the parties.
- (b) Within ninety (90) days after the date of the Election or any run-off Election

related thereto, whichever is last to occur, the County shall furnish the City with a complete statement showing all costs and expenses incurred from the Election(s). The City shall remit all expenses and charges in connection with the Election to the County within thirty (30) days after receipt of the invoice that provides said expenses and charges.

Section 7. Indemnity. The City shall indemnify and hold the County and the Board of Elections harmless from any and all claims made concerning or resulting from any election conducted pursuant to the terms of this Agreement including, but not limited to, all claims made contesting any aspect of a given election, except claims alleging the intentional or willful acts of agents or employees the County or Board of Elections in connection with any election held pursuant to this Agreement.

(a) All legal services and defenses of litigation required by the Board of Elections or one acting on behalf of the Board of Elections arising from the municipal election held pursuant to this contract shall be furnished by the City Attorney for the City. Should the City Attorney for any reason fail to provide the legal services referred to in this paragraph, the Superintendent shall have authority to engage the County Attorney at the expense of the City. All requests for legal assistance by the Carroll County Board of Elections from the City Attorney to provide such services shall be communicated in writing pursuant to Section 14, before the City will be obligated to pay for legal services under this paragraph. Provided, however, that the failure of the City Attorney to respond to a request made hereunder, within a reasonable time, shall be deemed to be a refusal to furnish such services. The Board of Elections shall notify the City in writing of its determination that the City has failed to respond in a timely manner before incurring legal fees on its own behalf for which the City shall be responsible.

Section 8. Modification. The parties may modify this agreement in writing by having a modification signed by all parties and adopted by resolution pursuant to the Open Meetings Act, O.C.G.A. §§ 50-14-1 *et seq.*

Section 9. Entire Agreement. This intergovernmental contract is a full and complete statement of the agreement of the parties as to the subject matter hereof and has been authorized by proper action of the respective parties. Should the City desire that the County administer or enforce a code or ordinance other than those listed in \_\_\_\_\_ of the Carroll County Code of Ordinances as existed on \_\_\_\_\_ or impose a fee inconsistent with the County's established fees, or desire a service from the County not specifically contemplated in this agreement, it must be done in a separate agreement or in a duly executed written amendment to this agreement.

Section 10. Arbitration. The parties hereby agree to submit any controversy arising under this Agreement to arbitration pursuant to the provisions of O.C.G.A. § 9-9-1 *et seq.*, the Georgia Arbitration Code. Such arbitration shall in all respects be governed by the provisions of the arbitration code. The parties hereby agree to comply with and to be governed by the provisions of said arbitration code as to any controversy so submitted to arbitration. The

arbitration decision shall be enforceable by a court of competent jurisdiction.

Section 11. Counterparts. This agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute the same instrument.

Section 12. Governing Law. This Agreement and all transactions contemplated hereby, shall be governed by, construed and enforced according to the laws of the State of Georgia.

Section 13. Severability. Should any provision of this agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this agreement, or the application of such provision, to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this agreement shall be valid and enforceable to the full extent permitted by law.

Section 14. Notices. All notices, demands, or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited in the United States mail, postage prepaid and registered, or certified with return receipt requested to the addresses appearing on the executed page hereof, or when delivered by hand to the addresses shown below or when transmitted to any telex number appearing below; provided, however, in those cases where a telex number is stated on the execution page for a particular party, notice to such party must be given by telex message to such number to be an effective notice hereunder:

(a) Carroll County - Chairman Carroll County Board of Commissioners, P.O. Box 338 \_\_\_\_\_, Georgia 30117.

(b) City of \_\_\_\_\_ - Mayor, City of \_\_\_\_\_, \_\_\_\_\_, Georgia \_\_\_\_\_.

All notices shall be sent to the successors in office to any of the foregoing.

SO AGREED this \_\_\_ day of \_\_\_\_\_, 1999.

CARROLL COUNTY, GEORGIA

BY: \_\_\_\_\_  
Jack T. Bell, Chairman

ATTEST:

\_\_\_\_\_  
Susan Mabry, Clerk  
Carroll County Board of Commissioners

CITY OF \_\_\_\_\_, acting by and  
through the Mayor and Council.

BY: \_\_\_\_\_  
Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
Clerk, City of \_\_\_\_\_

**STATE OF GEORGIA**

**COUNTY OF CARROLL**

**INTERGOVERNMENTAL AGREEMENT BETWEEN CARROLL COUNTY,  
GEORGIA AND THE CITY OF BOWDON, GEORGIA RELATING TO  
SERVICES OF THE CARROLL COUNTY BOARD OF ELECTIONS**

WHEREAS, the Georgia General Assembly created a Carroll County Board of Elections having jurisdiction over the conduct of primaries and elections (Ga. Laws 1974, p. 3556, et seq.), and provided that the Board of Elections shall, with regard to the preparation for, conduct and administration of primaries and elections, succeed to and exercise all duties and powers granted to and incumbent upon the election superintendent pursuant to Title 21 of the Code of Georgia;

WHEREAS, the Carroll County Board of Elections has adopted a Resolution, (attached as Exhibit "1"), recommending to the Carroll County Board of Commissioners (hereinafter "County") that it enter into an agreement with the City of Bowdon, (hereinafter "City"), for providing the services of the Board of Elections to properly conduct municipal elections pursuant to the applicable laws of the State of Georgia;

WHEREAS, the City of Bowdon embraces the corporate limits that are located within that part of the City which lies within Carroll County;

WHEREAS, the City is required to conduct municipal elections from time to time for the purposes of electing individuals to serve on the City Council of said City, as Mayor of said City, special referenda, bond issues, or called special elections, and the County Board of Elections is authorized to provide services to the City under O.C.G.A. 21-2-40 (b);

WHEREAS, the City requests the services of the Board of Elections to conduct such municipal elections, and O.C.G.A. 36-70-20 et seq. provides that local governments should develop a service delivery system that is efficient and responsive to citizens;

WHEREAS, O.C.G.A. 21-2-45 (c) authorizes the governing authority of any municipality of the county within which that municipality wholly or partially lies to conduct any or all elections;

WHEREAS, in consideration of the mutual benefits and consideration accruing to each of the parties hereto and for the use of and benefit of the citizens of the entire County, which benefits are hereby expressly acknowledged, and has determined that it is in the best interests of the citizens of Bowdon to enter an agreement with the County, as authorized by Art. IX, Sec. III, Para. I, of the Constitution of the State of Georgia, for the following purposes; and



NOW, THEREFORE, the parties hereto mutually agree as follows:

Section 1. Representations of the Parties. Each party hereto makes the following representations and warranties, which are specifically relied upon by all of the other parties as a basis for entering this Agreement:

(a) The City is a municipal corporation as defined by statutory law and judicial interpretation that has validly adopted a resolution to authorize the entity to enter this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. 50-14-1 et seq.; and

(b) The County has validly adopted a resolution to authorize the entity to enter this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. 50-14-1 et seq.

Section 2. Term of Agreement. The term of this Agreement shall commence on the 1st day of June, 1999 and shall continue for a period not to exceed 50 years pursuant to Georgia Constitution 1983, Art. IX, Sec. III, Para. I, unless terminated prior to that date as set out hereinafter.

Section 3. Termination. This Agreement may be terminated at any time, with or without cause, by either party upon one (60) sixty days written notice. If notice to terminate is given, the County will continue to provide the contracted for services to the City for all services given through the end of the day of the sixty day period.

Section 4. Prerequisites to Performance. The municipality shall adopt an ordinance authorizing the County to conduct elections, and the municipality may request the County to perform any of the following:

(a) Perform all duties as superintendent of elections as specified under Chapter 2 of Title 21 of the Official Code of Georgia Annotated;

(b) Perform all duties as superintendent of elections as specified under Chapter 2 of Title 21 of the Official Code of Georgia Annotated, with the exception of the qualification of candidates; or

(c) Lease or loan any or all of its election equipment to the municipality for the purpose of conducting municipal elections without any responsibility on the part of the county for the actual conduct of the municipal election.

Section 5. Scope of Services. After adopting the appropriate ordinances set forth in section 4, the Board of Elections shall provide any and all services required to conduct, manage, and supervise all municipal elections for the City in accordance with all applicable state and local laws, to include the following services:

(a) Receive and act upon petitions, determine the sufficiency of nomination petitions of candidates, filing notice of their candidacy with him or her in accordance with this chapter, prepare and publish all notices and advertisements relating to the conduct of elections, select and equip polling places, secure and maintain election equipment, appoint poll officers to serve in primaries and elections, ensure compliance with the State Election Board rules and general laws, instruct poll officers in their duties, receive poll returns, certify and announce the results, and guarantee the secrecy of the ballot;

(b) At a mutually agreed upon time, the Superintendent shall call for an election, to be held in all applicable voting precincts in the City;

(c) The Board of Elections shall be responsible for taking all steps necessary to obtain pre-clearance approval for said election from the Justice Department of the United States of America;

(d) The date of such election shall be set as provided by law, the polls of each election district of the City shall be open at 7:00 a.m. and close at 7:00 p.m., the election shall be held in accordance with the election laws of the State of Georgia, and the Board of Elections of Carroll County shall count the votes of said election in the manner required by law;

(e) Publish the Notice of Election as authorized by law, and prior to the date of any election, appoint a proper Election Managers and Clerks to supervise and hold the municipal election; and

(f) In the event that a special unscheduled election is necessary, the City and the Board of Elections shall confer and reach a mutually convenient date to conduct said election.

Section 6. Compensation. The City shall pay the County all costs incurred in performing those functions which the municipality has requested the Board of Elections to perform, including, but not limited to, any and all usual, standard charges incurred by the County and the Board of Elections during a given election, for example: the cost of poll workers, the printing of ballots, and the publishing of legal notices. Furthermore, in addition to these costs, the City shall pay the County an additional sum of \$300.00 as further consideration for the performance of said services.

(a) In the event the County and the City conduct an election on the same date, the City shall each be responsible for one-half (1/2) of the total expense for said election, unless otherwise agreed to by the parties.

(b) Within ninety (90) days after the date of the Election or any run-off Election related thereto, whichever is last to occur, the County shall furnish the City with a complete statement showing all costs and expenses incurred from the Election(s). The City shall remit all expenses and charges in connection with the Election to the County within thirty (30) days after receipt of the invoice that provides said expenses and charges.

Section 7. Indemnity. The City shall indemnify and hold the County and the Board of Elections harmless from any and all claims made concerning or resulting from any election conducted pursuant to the terms of this Agreement including, but not limited to, all claims made contesting any aspect of a given election, except claims alleging the intentional or willful acts of agents or employees the County or Board of Elections in connection with any election held pursuant to this Agreement.

(a) All legal services and defenses of litigation required by the Board of Elections or one acting on behalf of the Board of Elections arising from the municipal election held pursuant to this contract shall be furnished by the City Attorney for the City. Should the City Attorney for any reason fail to provide the legal services referred to in this paragraph, the Superintendent shall have authority to engage the County Attorney at the expense of the City. All requests for legal assistance by the Carroll County Board of Elections from the City Attorney to provide such services shall be communicated in writing pursuant to Section 14, before the City will be obligated to pay for legal services under this paragraph. Provided, however, that the failure of the City Attorney to respond to a request made hereunder, within a reasonable time, shall be deemed to be a refusal to furnish such services. The Board of Elections shall notify the City in writing of its determination that the City has failed to respond in a timely manner before incurring legal fees on its own behalf for which the City shall be responsible.

Section 8. Modification. The parties may modify this agreement in writing by having a modification signed by all parties and adopted by resolution pursuant to the Open Meetings Act, O.C.G.A. 50-14-1 et seq.

Section 9. Entire Agreement. This intergovernmental contract is a full and complete statement of the agreement of the parties as to the subject matter hereof and has been authorized by proper action of the respective parties.

Section 10. Arbitration. The parties hereby agree to submit any controversy arising under this Agreement to arbitration pursuant to the provisions of O.C.G.A. 9-9-1 et. seq., the Georgia Arbitration Code. Such arbitration shall in all respects be governed by the provisions of the arbitration code. The parties hereby agree to comply with and to be governed by the provisions of said arbitration code as to any controversy so submitted to arbitration. The arbitration decision shall be enforceable by a court of competent jurisdiction.

Section 11. Counterparts. This agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute the same instrument.

Section 12. Governing Law. This Agreement and all transactions contemplated hereby, shall be governed by, construed and enforced according to the laws of the State of Georgia.

Section 13. Severability. Should any provision of this agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this agreement, or the application of such provision, to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this agreement shall be valid and enforceable to the full extent permitted by law.

Section 14. Notices. All notices, demands, or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited in the United States mail, postage prepaid and registered, or certified with return receipt requested to the addresses appearing on the executed page hereof, or when delivered by hand to the addresses shown below or when transmitted to any telex number appearing below; provided, however, in those cases where a telex number is stated on the execution page for a particular party, notice to such party must be given by telex message to such number to be an effective notice hereunder:

(a) Carroll County - Jack T. Bell, Chairman Carroll County Board of Commissioners, P.O. Box 338, Carrollton, Georgia 30117.

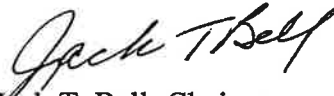
(b) City of Bowdon - David Barrow, - Mayor, City of Bowdon, Ga. 30108

All notices shall be sent to the successors in office to any of the foregoing.

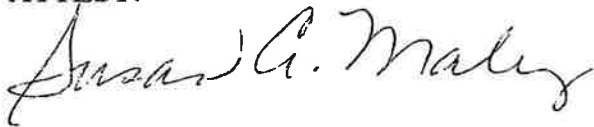
SO AGREED this 13<sup>th</sup> day of April, 1999.

CARROLL COUNTY, GEORGIA

BY:

  
Jack T. Bell, Chairman

ATTEST:



Susan Mabry, Clerk  
Carroll County Board of Commissioners

CITY OF BOWDON, GA.,  
acting by and through the Mayor and Council.



BY:  
Mayor

David Barrow,

(SEAL)

ATTEST:



Libby Duke,  
Clerk, City of Bowdon

**STATE OF GEORGIA**

**COUNTY OF CARROLL**

**INTERGOVERNMENTAL AGREEMENT BETWEEN CARROLL COUNTY,  
GEORGIA AND THE CITY OF CARROLLTON, GEORGIA. RELATING TO  
SERVICES OF THE CARROLL COUNTY BOARD OF ELECTIONS**

WHEREAS, the Georgia General Assembly created a Carroll County Board of Elections having jurisdiction over the conduct of primaries and elections (Ga. Laws 1974, p. 3556, et seq.), and provided that the Board of Elections shall, with regard to the preparation for, conduct and administration of primaries and elections, succeed to and exercise all duties and powers granted to and incumbent upon the election superintendent pursuant to Title 21 of the Code of Georgia;

WHEREAS, the Carroll County Board of Elections has adopted a Resolution, (attached as Exhibit "1"), recommending to the Carroll County Board of Commissioners (hereinafter "County") that it enter into an agreement with the City of Carrollton (hereinafter "City"), for providing the services of the Board of Elections to properly conduct municipal elections pursuant to the applicable laws of the State of Georgia;

WHEREAS, the City of Carrollton embraces the corporate limits that are located within that part of the City which lies within Carroll County;

WHEREAS, the City is required to conduct municipal elections from time to time for the purposes of electing individuals to serve on the City Council of said City, as Mayor of said City, special referenda, bond issues, or called special elections, and the County Board of Elections is authorized to provide services to the City under O.C.G.A. 21-2-40 (b);

WHEREAS, the City requests the services of the Board of Elections to conduct such municipal elections, and O.C.G.A. 36-70-20 et seq. provides that local governments should develop a service delivery system that is efficient and responsive to citizens;

WHEREAS, O.C.G.A. 21-2-45 (c) authorizes the governing authority of any municipality of the county within which that municipality wholly or partially lies to conduct any or all elections;

WHEREAS, in consideration of the mutual benefits and consideration accruing to each of the parties hereto and for the use of and benefit of the citizens of the entire County, which benefits are hereby expressly acknowledged, and has determined that it is in the best interests of the citizens of Carrollton to enter an agreement with the County, as authorized by Art. IX, Sec. III, Para. I, of the Constitution of the State of Georgia, for the following purposes; and

NOW, THEREFORE, the parties hereto mutually agree as follows:

Section 1. Representations of the Parties. Each party hereto makes the following representations and warranties, which are specifically relied upon by all of the other parties as a basis for entering this Agreement:

(a) The City is a municipal corporation as defined by statutory law and judicial interpretation that has validly adopted a resolution to authorize the entity to enter this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. 50-14-1 et seq.; and

(b) The County has validly adopted a resolution to authorize the entity to enter this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. 50-14-1 et seq.

Section 2. Term of Agreement. The term of this Agreement shall commence on the 1st day of June, 1999 and shall continue for a period not to exceed 50 years pursuant to Georgia Constitution 1983, Art. IX, Sec. III, Para. I, unless terminated prior to that date as set out hereinafter.

Section 3. Termination. This Agreement may be terminated at any time, with or without cause, by either party upon one (60) sixty days written notice. If notice to terminate is given, the County will continue to provide the contracted for services to the City for all services given through the end of the day of the sixty day period.

Section 4. Prerequisites to Performance. The municipality shall adopt an ordinance authorizing the County to conduct elections, and the municipality may request the County to perform any of the following:

(a) Perform all duties as superintendent of elections as specified under Chapter 2 of Title 21 of the Official Code of Georgia Annotated;

(b) Perform all duties as superintendent of elections as specified under Chapter 2 of Title 21 of the Official Code of Georgia Annotated, with the exception of the qualification of candidates; or

(c) Lease or loan any or all of its election equipment to the municipality for the purpose of conducting municipal elections without any responsibility on the part of the county for the actual conduct of the municipal election.



Section 5. Scope of Services. After adopting the appropriate ordinances set forth in section 4, the Board of Elections shall provide any and all services required to conduct, manage, and supervise all municipal elections for the City in accordance with all applicable state and local laws, to include the following services:

(a) Receive and act upon petitions, determine the sufficiency of nomination petitions of candidates, filing notice of their candidacy with him or her in accordance with this chapter, prepare and publish all notices and advertisements relating to the conduct of elections, select and equip polling places, secure and maintain election equipment, appoint poll officers to serve in primaries and elections, ensure compliance with the State Election Board rules and general laws, instruct poll officers in their duties, receive poll returns, certify and announce the results, and guarantee the secrecy of the ballot;

(b) At a mutually agreed upon time, the Superintendent shall call for an election, to be held in all applicable voting precincts in the City;

(c) The Board of Elections shall be responsible for taking all steps necessary to obtain pre-clearance approval for said election from the Justice Department of the United States of America;

(d) The date of such election shall be set as provided by law, the polls of each election district of the City shall be open at 7:00 a.m. and close at 7:00 p.m., the election shall be held in accordance with the election laws of the State of Georgia, and the Board of Elections of Carroll County shall count the votes of said election in-the manner required by law;

(e) Publish the Notice of Election as authorized by law, and prior to the date of any election, appoint a proper Election Managers and Clerks to supervise and hold the municipal election; and

(f) In the event that a special unscheduled election is necessary, the City and the Board of Elections shall confer and reach a mutually convenient date to conduct said election.

Section 6. Compensation. The City shall pay the County all costs incurred in performing those functions which the municipality has requested the Board of Elections to perform, including, but not limited to, any and all usual, standard charges incurred by the County and the Board of Elections during a given election, for example: the cost of poll workers, the printing of ballots, and the publishing of legal notices. Furthermore, in addition to these costs, the City shall pay the County an additional sum of \$300.00 as further consideration for the performance of said services.

(a) In the event the County and the City conduct an election on the same date, the City shall each be responsible for one-half (1/2) of the total expense for said election, unless otherwise agreed to by the parties.

(b) Within ninety (90) days after the date of the Election or any run-off Election related thereto, whichever is last to occur, the County shall furnish the City with a complete statement showing all costs and expenses incurred from the Election(s). The City shall remit all expenses and charges in connection with the Election to the County within thirty (30) days after receipt of the invoice that provides said expenses and charges.

Section 7. Indemnity. The City shall indemnify and hold the County and the Board of Elections harmless from any and all claims made concerning or resulting from any election conducted pursuant to the terms of this Agreement including, but not limited to, all claims made contesting any aspect of a given election, except claims alleging the intentional or willful acts of agents or employees the County or Board of Elections in connection with any election held pursuant to this Agreement.

(a) All legal services and defenses of litigation required by the Board of Elections or one acting on behalf of the Board of Elections arising from the municipal election held pursuant to this contract shall be furnished by the City Attorney for the City. Should the City Attorney for any reason fail to provide the legal services referred to in this paragraph, the Superintendent shall have authority to engage the County Attorney at the expense of the City. All requests for legal assistance by the Carroll County Board of Elections from the City Attorney to provide such services shall be communicated in writing pursuant to Section 14, before the City will be obligated to pay for legal services under this paragraph. Provided, however, that the failure of the City Attorney to respond to a request made hereunder, within a reasonable time, shall be deemed to be a refusal to furnish such services. The Board of Elections shall notify the City in writing of its determination that the City has failed to respond in a timely manner before incurring legal fees on its own behalf for which the City shall be responsible.

Section 8. Modification. The parties may modify this agreement in writing by having a modification signed by all parties and adopted by resolution pursuant to the Open Meetings Act, O.C.G.A. 50-14-1 et seq.

Section 9. Entire Agreement. This intergovernmental contract is a full and complete statement of the agreement of the parties as to the subject matter hereof and has been authorized by proper action of the respective parties.

Section 10. Arbitration. The parties hereby agree to submit any controversy arising under this Agreement to arbitration pursuant to the provisions of O.C.G.A. 9-9-1 et. seq., the Georgia Arbitration Code. Such arbitration shall in all respects be governed by the provisions of the arbitration code. The parties hereby agree to comply with and to be governed by the provisions of said arbitration code as to any controversy so submitted to arbitration. The arbitration decision shall be enforceable by a court of competent jurisdiction.

Section 11. Counterparts. This agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute the same instrument.

Section 12. Governing Law. This Agreement and all transactions contemplated hereby, shall be governed by, construed and enforced according to the laws of the State of Georgia.

Section 13. Severability. Should any provision of this agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this agreement, or the application of such provision, to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this agreement shall be valid and enforceable to the full extent permitted by law.

Section 14. Notices. All notices, demands, or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited in the United States mail, postage prepaid and registered, or certified with return receipt requested to the addresses appearing on the executed page hereof, or when delivered by hand to the addresses shown below or when transmitted to any telex number appearing below; provided, however, in those cases where a telex number is stated on the execution page for a particular party, notice to such party must be given by telex message to such number to be an effective notice hereunder:

(a) Carroll County - Jack T. Bell, Chairman Carroll County Board of Commissioners, P.O. Box 338, Carrollton, Georgia 30117.

(b) City of Carrollton - Joe McGinnis, - Mayor, City of Carrollton, Ga.  
30117

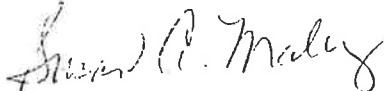
All notices shall be sent to the successors in office to any of the foregoing.

SO AGREED this 13<sup>th</sup> day of April, 1999.

CARROLL COUNTY, GEORGIA

BY:   
Jack T. Bell, Chairman

ATTEST:

  
Susan Mabry, Clerk  
Carroll County Board of Commissioners

CITY OF CARROLLTON, GA.,  
acting by and through the Mayor and Council.

BY:  
Mayor

Joe McGinnis,  
*Joe McGinnis Jr.*

(SEAL)

ATTEST:

*Jewel Mashburn*  
Jewel Mashburn,  
Clerk, City of Carrollton

**RESOLUTION OF THE**  
**MAYOR AND CITY COUNCIL OF CARROLLTON**

**WHEREAS**, the City has entered into an intergovernmental agreement with Carroll County relating to services of the Carroll County Board of Elections.

**NOW THEREFORE**, we do hereby name as City Registrar the City Clerk (presently Jewell Mashburn) or the Assistant City Clerk in absence of the Clerk. We also name as Absentee Ballot Clerk for the City of Carrollton Elections the City Clerk and in the absence of the City Clerk the Assistant Clerk.

We further name as the Registrar and Absentee Ballot Clerk for the City of Carrollton the Chairman of Carroll County Board of Registrars (presently Frank A. Jones).

Approved by the Mayor and City Council of Carrollton in a regular meeting held on April 19, 1999.

  
Mayor, City of Carrollton

  
City Clerk

**STATE OF GEORGIA**

**COUNTY OF CARROLL**

**INTERGOVERNMENTAL AGREEMENT BETWEEN CARROLL COUNTY,  
GEORGIA AND THE CITY OF MT. ZION, GEORGIA RELATING TO  
SERVICES OF THE CARROLL COUNTY BOARD OF ELECTIONS**

WHEREAS, the Georgia General Assembly created a Carroll County Board of Elections having jurisdiction over the conduct of primaries and elections (Ga. Laws 1974, p. 3556, et seq.), and provided that the Board of Elections shall, with regard to the preparation for, conduct and administration of primaries and elections, succeed to and exercise all duties and powers granted to and incumbent upon the election superintendent pursuant to Title 21 of the Code of Georgia;

WHEREAS, the Carroll County Board of Elections has adopted a Resolution, (attached as Exhibit "1"), recommending to the Carroll County Board of Commissioners (hereinafter "County") that it enter into an agreement with the City of Mt. Zion, (hereinafter "City"), for providing the services of the Board of Elections to properly conduct municipal elections pursuant to the applicable laws of the State of Georgia;

WHEREAS, the City of Mt. Zion embraces the corporate limits that are located within that part of the City which lies within Carroll County;

WHEREAS, the City is required to conduct municipal elections from time to time for the purposes of electing individuals to serve on the City Council of said City, as Mayor of said City, special referenda, bond issues, or called special elections, and the County Board of Elections is authorized to provide services to the City under O.C.G.A. 21-2-40 (b);

WHEREAS, the City requests the services of the Board of Elections to conduct such municipal elections, and O.C.G.A. 36-70-20 et seq. provides that local governments should develop a service delivery system that is efficient and responsive to citizens;

WHEREAS, O.C.G.A. 21-2-45 (c) authorizes the governing authority of any municipality of the county within which that municipality wholly or partially lies to conduct any or all elections;

WHEREAS, in consideration of the mutual benefits and consideration accruing to each of the parties hereto and for the use of and benefit of the citizens of the entire County, which benefits are hereby expressly acknowledged, and has determined that it is in the best interests of the citizens of Mt. Zion, to enter an agreement with the County, as authorized by Art. IX, Sec. III, Para. I, of the Constitution of the State of Georgia, for the following purposes; and

NOW, THEREFORE, the parties hereto mutually agree as follows:

Section 1. Representations of the Parties. Each party hereto makes the following representations and warranties, which are specifically relied upon by all of the other parties as a basis for entering this Agreement:

(a) The City is a municipal corporation as defined by statutory law and judicial interpretation that has validly adopted a resolution to authorize the entity to enter this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. 50-14-1 et seq.; and

(b) The County has validly adopted a resolution to authorize the entity to enter this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. 50-14-1 et seq.

Section 2. Term of Agreement. The term of this Agreement shall commence on the 1st day of June, 1999 and shall continue for a period not to exceed 50 years pursuant to Georgia Constitution 1983, Art. IX, Sec. III, Para. I, unless terminated prior to that date as set out hereinafter.

Section 3. Termination. This Agreement may be terminated at any time, with or without cause, by either party upon one (60) sixty days written notice. If notice to terminate is given, the County will continue to provide the contracted for services to the City for all services given through the end of the day of the sixty day period.

Section 4. Prerequisites to Performance. The municipality shall adopt an ordinance authorizing the County to conduct elections, and the municipality may request the County to perform any of the following:

(a) Perform all duties as superintendent of elections as specified under Chapter 2 of Title 21 of the Official Code of Georgia Annotated;

(b) Perform all duties as superintendent of elections as specified under Chapter 2 of Title 21 of the Official Code of Georgia Annotated, with the exception of the qualification of candidates; or

(c) Lease or loan any or all of its election equipment to the municipality for the purpose of conducting municipal elections without any responsibility on the part of the county for the actual conduct of the municipal election.



Section 5. Scope of Services. After adopting the appropriate ordinances set forth in section 4, the Board of Elections shall provide any and all services required to conduct, manage, and supervise all municipal elections for the City in accordance with all applicable state and local laws, to include the following services:

(a) Receive and act upon petitions, determine the sufficiency of nomination petitions of candidates, filing notice of their candidacy with him or her in accordance with this chapter, prepare and publish all notices and advertisements relating to the conduct of elections, select and equip polling places, secure and maintain election equipment, appoint poll officers to serve in primaries and elections, ensure compliance with the State Election Board rules and general laws, instruct poll officers in their duties, receive poll returns, certify and announce the results, and guarantee the secrecy of the ballot;

(b) At a mutually agreed upon time, the Superintendent shall call for an election, to be held in all applicable voting precincts in the City;

(c) The Board of Elections shall be responsible for taking all steps necessary to obtain pre-clearance approval for said election from the Justice Department of the United States of America;

(d) The date of such election shall be set as provided by law, the polls of each election district of the City shall be open at 7:00 a.m. and close at 7:00 p.m., the election shall be held in accordance with the election laws of the State of Georgia, and the Board of Elections of Carroll County shall count the votes of said election in-the manner required by law;

(e) Publish the Notice of Election as authorized by law, and prior to the date of any election, appoint a proper Election Managers and Clerks to supervise and hold the municipal election; and

(f) In the event that a special unscheduled election is necessary, the City and the Board of Elections shall confer and reach a mutually convenient date to conduct said election.

Section 6. Compensation. The City shall pay the County all costs incurred in performing those functions which the municipality has requested the Board of Elections to perform, including, but not limited to, any and all usual, standard charges incurred by the County and the Board of Elections during a given election, for example: the cost of poll workers, the printing of ballots, and the publishing of legal notices. Furthermore, in addition to these costs, the City shall pay the County an additional sum of \$ 150.00 as further consideration for the performance of said services.

(a) In the event the County and the City conduct an election on the same date, the City shall each be responsible for one-half (1/2) of the total expense for said election, unless otherwise agreed to by the parties.

(b) Within ninety (90) days after the date of the Election or any run-off Election related thereto, whichever is last to occur, the County shall furnish the City with a complete statement showing all costs and expenses incurred from the Election(s). The City shall remit all expenses and charges in connection with the Election to the County within thirty (30) days after receipt of the invoice that provides said expenses and charges.

Section 7. Indemnity. The City shall indemnify and hold the County and the Board of Elections harmless from any and all claims made concerning or resulting from any election conducted pursuant to the terms of this Agreement including, but not limited to, all claims made contesting any aspect of a given election, except claims alleging the intentional or willful acts of agents or employees the County or Board of Elections in connection with any election held pursuant to this Agreement.

(a) All legal services and defenses of litigation required by the Board of Elections or one acting on behalf of the Board of Elections arising from the municipal election held pursuant to this contract shall be furnished by the City Attorney for the City. Should the City Attorney for any reason fail to provide the legal services referred to in this paragraph, the Superintendent shall have authority to engage the County Attorney at the expense of the City. All requests for legal assistance by the Carroll County Board of Elections from the City Attorney to provide such services shall be communicated in writing pursuant to Section 14, before the City will be obligated to pay for legal services under this paragraph. Provided, however, that the failure of the City Attorney to respond to a request made hereunder, within a reasonable time, shall be deemed to be a refusal to furnish such services. The Board of Elections shall notify the City in writing of its determination that the City has failed to respond in a timely manner before incurring legal fees on its own behalf for which the City shall be responsible.

Section 8. Modification. The parties may modify this agreement in writing by having a modification signed by all parties and adopted by resolution pursuant to the Open Meetings Act, O.C.G.A. 50-14-1 et seq.

Section 9. Entire Agreement. This intergovernmental contract is a full and complete statement of the agreement of the parties as to the subject matter hereof and has been authorized by proper action of the respective parties.

Section 10. Arbitration. The parties hereby agree to submit any controversy arising under this Agreement to arbitration pursuant to the provisions of O.C.G.A. 9-9-1 et. seq., the Georgia Arbitration Code. Such arbitration shall in all respects be governed by the provisions of the arbitration code. The parties hereby agree to comply with and to be governed by the provisions of said arbitration code as to any controversy so submitted to arbitration. The arbitration decision shall be enforceable by a court of competent jurisdiction.

Section 11. Counterparts. This agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute the same instrument.

Section 12. Governing Law. This Agreement and all transactions contemplated hereby, shall be governed by, construed and enforced according to the laws of the State of Georgia.

Section 13. Severability. Should any provision of this agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this agreement, or the application of such provision, to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this agreement shall be valid and enforceable to the full extent permitted by law.

Section 14. Notices. All notices, demands, or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited in the United States mail, postage prepaid and registered, or certified with return receipt requested to the addresses appearing on the executed page hereof, or when delivered by hand to the addresses shown below or when transmitted to any telex number appearing below; provided, however, in those cases where a telex number is stated on the execution page for a particular party, notice to such party must be given by telex message to such number to be an effective notice hereunder:

(a) Carroll County - Jack T. Bell, Chairman Carroll County Board of Commissioners, P.O. Box 338, Carrollton, Georgia 30117.

(b) City of Mt. Zion, - Clyde McWhorter - Mayor, City of Mt. Zion, Ga., 30150

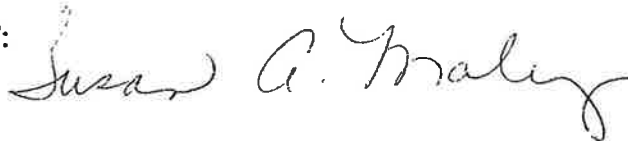
All notices shall be sent to the successors in office to any of the foregoing.

SO AGREED this 13<sup>th</sup> day of April, 1999.

CARROLL COUNTY, GEORGIA

BY:   
Jack T. Bell, Chairman

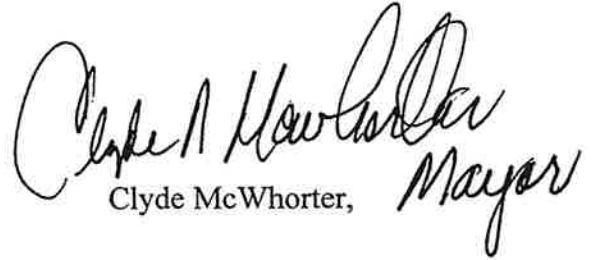
ATTEST:



Susan Mabry, Clerk  
Carroll County Board of Commissioners

CITY OF MT. ZION, GA.,

acting by and through the Mayor and Council.

  
Clyde McWhorter, Mayor

BY:  
Mayor

(SEAL)

ATTEST:



Anita Nalley,  
Clerk, City of Mt. Zion, Ga.

**STATE OF GEORGIA**

**COUNTY OF CARROLL**

**INTERGOVERNMENTAL AGREEMENT BETWEEN CARROLL COUNTY,  
GEORGIA AND THE CITY OF ROOPVILLE, GEORGIA RELATING TO  
SERVICES OF THE CARROLL COUNTY BOARD OF ELECTIONS**

WHEREAS, the Georgia General Assembly created a Carroll County Board of Elections having jurisdiction over the conduct of primaries and elections (Ga. Laws 1974, p. 3556, et seq.), and provided that the Board of Elections shall, with regard to the preparation for, conduct and administration of primaries and elections, succeed to and exercise all duties and powers granted to and incumbent upon the election superintendent pursuant to Title 21 of the Code of Georgia;

WHEREAS, the Carroll County Board of Elections has adopted a Resolution, (attached as Exhibit "1"), recommending to the Carroll County Board of Commissioners (hereinafter "County") that it enter into an agreement with the City of Roopville, (hereinafter "City"), for providing the services of the Board of Elections to properly conduct municipal elections pursuant to the applicable laws of the State of Georgia;

WHEREAS, the City of Roopville embraces the corporate limits that are located within that part of the City which lies within Carroll County;

WHEREAS, the City is required to conduct municipal elections from time to time for the purposes of electing individuals to serve on the City Council of said City, as Mayor of said City, special referenda, bond issues, or called special elections, and the County Board of Elections is authorized to provide services to the City under O.C.G.A. 21-2-40 (b);

WHEREAS, the City requests the services of the Board of Elections to conduct such municipal elections, and O.C.G.A. 36-70-20 et seq. provides that local governments should develop a service delivery system that is efficient and responsive to citizens;

WHEREAS, O.C.G.A. 21-2-45 (c) authorizes the governing authority of any municipality of the county within which that municipality wholly or partially lies to conduct any or all elections;

WHEREAS, in consideration of the mutual benefits and consideration accruing to each of the parties hereto and for the use of and benefit of the citizens of the entire County, which benefits are hereby expressly acknowledged, and has determined that it is in the best interests of the citizens of Roopville, to enter an agreement with the County, as authorized by Art. IX, Sec. III, Para. I, of the Constitution of the State of Georgia, for the following purposes; and

NOW, THEREFORE, the parties hereto mutually agree as follows:

Section 1. Representations of the Parties. Each party hereto makes the following representations and warranties, which are specifically relied upon by all of the other parties as a basis for entering this Agreement:

(a) The City is a municipal corporation as defined by statutory law and judicial interpretation that has validly adopted a resolution to authorize the entity to enter this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. 50-14-1 et seq.; and

(b) The County has validly adopted a resolution to authorize the entity to enter this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. 50-14-1 et seq.

Section 2. Term of Agreement. The term of this Agreement shall commence on the 1st day of June, 1999 and shall continue for a period not to exceed 50 years pursuant to Georgia Constitution 1983, Art. IX, Sec. III, Para. I, unless terminated prior to that date as set out hereinafter.

Section 3. Termination. This Agreement may be terminated at any time, with or without cause, by either party upon one (60) sixty days written notice. If notice to terminate is given, the County will continue to provide the contracted for services to the City for all services given through the end of the day of the sixty day period.

Section 4. Prerequisites to Performance. The municipality shall adopt an ordinance authorizing the County to conduct elections, and the municipality may request the County to perform any of the following:

(a) Perform all duties as superintendent of elections as specified under Chapter 2 of Title 21 of the Official Code of Georgia Annotated;

(b) Perform all duties as superintendent of elections as specified under Chapter 2 of Title 21 of the Official Code of Georgia Annotated, with the exception of the qualification of candidates; or

(c) Lease or loan any or all of its election equipment to the municipality for the purpose of conducting municipal elections without any responsibility on the part of the county for the actual conduct of the municipal election.

Section 5. Scope of Services. After adopting the appropriate ordinances set forth in section 4, the Board of Elections shall provide any and all services required to conduct, manage, and supervise all municipal elections for the City in accordance with all applicable state and local laws, to include the following services:

(a) Receive and act upon petitions, determine the sufficiency of nomination petitions of candidates, filing notice of their candidacy with him or her in accordance with this chapter, prepare and publish all notices and advertisements relating to the conduct of elections, select and equip polling places, secure and maintain election equipment, appoint poll officers to serve in primaries and elections, ensure compliance with the State Election Board rules and general laws, instruct poll officers in their duties, receive poll returns, certify and announce the results, and guarantee the secrecy of the ballot;

(b) At a mutually agreed upon time, the Superintendent shall call for an election, to be held in all applicable voting precincts in the City;

(c) The Board of Elections shall be responsible for taking all steps necessary to obtain pre-clearance approval for said election from the Justice Department of the United States of America;

(d) The date of such election shall be set as provided by law, the polls of each election district of the City shall be open at 7:00 a.m. and close at 7:00 p.m., the election shall be held in accordance with the election laws of the State of Georgia, and the Board of Elections of Carroll County shall count the votes of said election in the manner required by law;

(e) Publish the Notice of Election as authorized by law, and prior to the date of any election, appoint a proper Election Managers and Clerks to supervise and hold the municipal election; and

(f) In the event that a special unscheduled election is necessary, the City and the Board of Elections shall confer and reach a mutually convenient date to conduct said election.

Section 6. Compensation. The City shall pay the County all costs incurred in performing those functions which the municipality has requested the Board of Elections to perform, including, but not limited to, any and all usual, standard charges incurred by the County and the Board of Elections during a given election, for example: the cost of poll workers, the printing of ballots, and the publishing of legal notices. Furthermore, in addition to these costs, the City shall pay the County an additional sum of \$ 150.00 as further consideration for the performance of said services.



(a) In the event the County and the City conduct an election on the same date, the City shall each be responsible for one-half (1/2) of the total expense for said election, unless otherwise agreed to by the parties.

(b) Within ninety (90) days after the date of the Election or any run-off Election related thereto, whichever is last to occur, the County shall furnish the City with a complete statement showing all costs and expenses incurred from the Election(s). The City shall remit all expenses and charges in connection with the Election to the County within thirty (30) days after receipt of the invoice that provides said expenses and charges.

Section 7. Indemnity. The City shall indemnify and hold the County and the Board of Elections harmless from any and all claims made concerning or resulting from any election conducted pursuant to the terms of this Agreement including, but not limited to, all claims made contesting any aspect of a given election, except claims alleging the intentional or willful acts of agents or employees the County or Board of Elections in connection with any election held pursuant to this Agreement.

(a) All legal services and defenses of litigation required by the Board of Elections or one acting on behalf of the Board of Elections arising from the municipal election held pursuant to this contract shall be furnished by the City Attorney for the City. Should the City Attorney for any reason fail to provide the legal services referred to in this paragraph, the Superintendent shall have authority to engage the County Attorney at the expense of the City. All requests for legal assistance by the Carroll County Board of Elections from the City Attorney to provide such services shall be communicated in writing pursuant to Section 14, before the City will be obligated to pay for legal services under this paragraph. Provided, however, that the failure of the City Attorney to respond to a request made hereunder, within a reasonable time, shall be deemed to be a refusal to furnish such services. The Board of Elections shall notify the City in writing of its determination that the City has failed to respond in a timely manner before incurring legal fees on its own behalf for which the City shall be responsible.

Section 8. Modification. The parties may modify this agreement in writing by having a modification signed by all parties and adopted by resolution pursuant to the Open Meetings Act, O.C.G.A. 50-14-1 et seq.

Section 9. Entire Agreement. This intergovernmental contract is a full and complete statement of the agreement of the parties as to the subject matter hereof and has been authorized by proper action of the respective parties.

Section 10. Arbitration. The parties hereby agree to submit any controversy arising under this Agreement to arbitration pursuant to the provisions of O.C.G.A. 9-9-1 et. seq., the Georgia Arbitration Code. Such arbitration shall in all respects be governed by the provisions of the arbitration code. The parties hereby agree to comply with and to be governed by the provisions of said arbitration code as to any controversy so submitted to arbitration. The arbitration decision shall be enforceable by a court of competent jurisdiction.

Section 11. Counterparts. This agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute the same instrument.

Section 12. Governing Law. This Agreement and all transactions contemplated hereby, shall be governed by, construed and enforced according to the laws of the State of Georgia.

Section 13. Severability. Should any provision of this agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this agreement, or the application of such provision, to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this agreement shall be valid and enforceable to the full extent permitted by law.

Section 14. Notices. All notices, demands, or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited in the United States mail, postage prepaid and registered, or certified with return receipt requested to the addresses appearing on the executed page hereof, or when delivered by hand to the addresses shown below or when transmitted to any telex number appearing below; provided, however, in those cases where a telex number is stated on the execution page for a particular party, notice to such party must be given by telex message to such number to be an effective notice hereunder:

(a) Carroll County - Jack T. Bell, Chairman Carroll County Board of Commissioners, P.O. Box 338, Carrollton, Georgia 30117.

(b) City of Roopville, - Bob Merrell, Jr. - Mayor, City of Roopville, Ga., 30170

All notices shall be sent to the successors in office to any of the foregoing.

SO AGREED this *13<sup>th</sup>* day of *April*, 1999.

CARROLL COUNTY, GEORGIA

BY: *Jack T. Bell*  
Jack T. Bell, Chairman

ATTEST:

*Susan A. Mabry*

Susan Mabry, Clerk  
Carroll County Board of Commissioners

CITY OF ROOPVILLE, GA.,  
acting by and through the Mayor and Council.

BY:  Bob Merrell, Jr.,  
Mayor

(SEAL)

ATTEST:

*Marie P. Dean*

Mrs. J. L. Dean,  
Clerk, City of Roopville, Ga.

**STATE OF GEORGIA**

**COUNTY OF CARROLL**

**INTERGOVERNMENTAL AGREEMENT BETWEEN CARROLL COUNTY,  
GEORGIA AND THE CITY OF TEMPLE, GEORGIA. RELATING TO  
SERVICES OF THE CARROLL COUNTY BOARD OF ELECTIONS**

WHEREAS, the Georgia General Assembly created a Carroll County Board of Elections having jurisdiction over the conduct of primaries and elections (Ga. Laws 1974, p. 3556, et seq.), and provided that the Board of Elections shall, with regard to the preparation for, conduct and administration of primaries and elections, succeed to and exercise all duties and powers granted to and incumbent upon the election superintendent pursuant to Title 21 of the Code of Georgia;

WHEREAS, the Carroll County Board of Elections has adopted a Resolution, (attached as Exhibit "1"), recommending to the Carroll County Board of Commissioners (hereinafter "County") that it enter into an agreement with the City of Temple, (hereinafter "City"), for providing the services of the Board of Elections to properly conduct municipal elections pursuant to the applicable laws of the State of Georgia;

WHEREAS, the City of Temple embraces the corporate limits that are located within that part of the City which lies within Carroll County;

WHEREAS, the City is required to conduct municipal elections from time to time for the purposes of electing individuals to serve on the City Council of said City, as Mayor of said City, special referenda, bond issues, or called special elections, and the County Board of Elections is authorized to provide services to the City under O.C.G.A. 21-2-40 (b);

WHEREAS, the City requests the services of the Board of Elections to conduct such municipal elections, and O.C.G.A. 36-70-20 et seq. provides that local governments should develop a service delivery system that is efficient and responsive to citizens;

WHEREAS, O.C.G.A. 21-2-45 (c) authorizes the governing authority of any municipality of the county within which that municipality wholly or partially lies to conduct any or all elections;

WHEREAS, in consideration of the mutual benefits and consideration accruing to each of the parties hereto and for the use of and benefit of the citizens of the entire County, which benefits are hereby expressly acknowledged, and has determined that it is in the best interests of the citizens of Temple to enter an agreement with the County, as authorized by Art. IX, Sec. III, Para. I, of the Constitution of the State of Georgia, for the following purposes; and

NOW, THEREFORE, the parties hereto mutually agree as follows:

Section 1. Representations of the Parties. Each party hereto makes the following representations and warranties, which are specifically relied upon by all of the other parties as a basis for entering this Agreement:

(a) The City is a municipal corporation as defined by statutory law and judicial interpretation that has validly adopted a resolution to authorize the entity to enter this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. 50-14-1 et seq.; and

(b) The County has validly adopted a resolution to authorize the entity to enter this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. 50-14-1 et seq.

Section 2. Term of Agreement. The term of this Agreement shall commence on the 1st day of June, 1999 and shall continue for a period not to exceed 50 years pursuant to Georgia Constitution 1983, Art. IX, Sec. III, Para. I, unless terminated prior to that date as set out hereinafter.

Section 3. Termination. This Agreement may be terminated at any time, with or without cause, by either party upon one (60) sixty days written notice. If notice to terminate is given, the County will continue to provide the contracted for services to the City for all services given through the end of the day of the sixty day period.

Section 4. Prerequisites to Performance. The municipality shall adopt an ordinance authorizing the County to conduct elections, and the municipality may request the County to perform any of the following:

(a) Perform all duties as superintendent of elections as specified under Chapter 2 of Title 21 of the Official Code of Georgia Annotated;

(b) Perform all duties as superintendent of elections as specified under Chapter 2 of Title 21 of the Official Code of Georgia Annotated, with the exception of the qualification of candidates; or

(c) Lease or loan any or all of its election equipment to the municipality for the purpose of conducting municipal elections without any responsibility on the part of the county for the actual conduct of the municipal election.

Section 5. Scope of Services. After adopting the appropriate ordinances set forth in section 4, the Board of Elections shall provide any and all services required to conduct, manage, and supervise all municipal elections for the City in accordance with all applicable state and local laws, to include the following services:

(a) Receive and act upon petitions, determine the sufficiency of nomination petitions of candidates, filing notice of their candidacy with him or her in accordance with this chapter, prepare and publish all notices and advertisements relating to the conduct of elections, select and equip polling places, secure and maintain election equipment, appoint poll officers to serve in primaries and elections, ensure compliance with the State Election Board rules and general laws, instruct poll officers in their duties, receive poll returns, certify and announce the results, and guarantee the secrecy of the ballot;

(b) At a mutually agreed upon time, the Superintendent shall call for an election, to be held in all applicable voting precincts in the City;

(c) The Board of Elections shall be responsible for taking all steps necessary to obtain pre-clearance approval for said election from the Justice Department of the United States of America;

(d) The date of such election shall be set as provided by law, the polls of each election district of the City shall be open at 7:00 a.m. and close at 7:00 p.m., the election shall be held in accordance with the election laws of the State of Georgia, and the Board of Elections of Carroll County shall count the votes of said election in the manner required by law;

(e) Publish the Notice of Election as authorized by law, and prior to the date of any election, appoint a proper Election Managers and Clerks to supervise and hold the municipal election; and

(f) In the event that a special unscheduled election is necessary, the City and the Board of Elections shall confer and reach a mutually convenient date to conduct said election.

Section 6. Compensation. The City shall pay the County all costs incurred in performing those functions which the municipality has requested the Board of Elections to perform, including, but not limited to, any and all usual, standard charges incurred by the County and the Board of Elections during a given election, for example: the cost of poll workers, the printing of ballots, and the publishing of legal notices. Furthermore, in addition to these costs, the City shall pay the County an additional sum of \$300.00 as further consideration for the performance of said services.

(a) In the event the County and the City conduct an election on the same date, the City shall each be responsible for one-half (1/2) of the total expense for said election, unless otherwise agreed to by the parties.

(b) Within ninety (90) days after the date of the Election or any run-off Election related thereto, whichever is last to occur, the County shall furnish the City with a complete statement showing all costs and expenses incurred from the Election(s). The City shall remit all expenses and charges in connection with the Election to the County within thirty (30) days after receipt of the invoice that provides said expenses and charges.

Section 7. Indemnity. The City shall indemnify and hold the County and the Board of Elections harmless from any and all claims made concerning or resulting from any election conducted pursuant to the terms of this Agreement including, but not limited to, all claims made contesting any aspect of a given election, except claims alleging the intentional or willful acts of agents or employees the County or Board of Elections in connection with any election held pursuant to this Agreement.

(a) All legal services and defenses of litigation required by the Board of Elections or one acting on behalf of the Board of Elections arising from the municipal election held pursuant to this contract shall be furnished by the City Attorney for the City. Should the City Attorney for any reason fail to provide the legal services referred to in this paragraph, the Superintendent shall have authority to engage the County Attorney at the expense of the City. All requests for legal assistance by the Carroll County Board of Elections from the City Attorney to provide such services shall be communicated in writing pursuant to Section 14, before the City will be obligated to pay for legal services under this paragraph. Provided, however, that the failure of the City Attorney to respond to a request made hereunder, within a reasonable time, shall be deemed to be a refusal to furnish such services. The Board of Elections shall notify the City in writing of its determination that the City has failed to respond in a timely manner before incurring legal fees on its own behalf for which the City shall be responsible.

Section 8. Modification. The parties may modify this agreement in writing by having a modification signed by all parties and adopted by resolution pursuant to the Open Meetings Act, O.C.G.A. 50-14-1 et seq.

Section 9. Entire Agreement. This intergovernmental contract is a full and complete statement of the agreement of the parties as to the subject matter hereof and has been authorized by proper action of the respective parties.



Section 10. Arbitration. The parties hereby agree to submit any controversy arising under this Agreement to arbitration pursuant to the provisions of O.C.G.A. 9-9-1 et. seq., the Georgia Arbitration Code. Such arbitration shall in all respects be governed by the provisions of the arbitration code. The parties hereby agree to comply with and to be governed by the provisions of said arbitration code as to any controversy so submitted to arbitration. The arbitration decision shall be enforceable by a court of competent jurisdiction.

Section 11. Counterparts. This agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute the same instrument.

Section 12. Governing Law. This Agreement and all transactions contemplated hereby, shall be governed by, construed and enforced according to the laws of the State of Georgia.

Section 13. Severability. Should any provision of this agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this agreement, or the application of such provision, to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this agreement shall be valid and enforceable to the full extent permitted by law.

Section 14. Notices. All notices, demands, or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited in the United States mail, postage prepaid and registered, or certified with return receipt requested to the addresses appearing on the executed page hereof, or when delivered by hand to the addresses shown below or when transmitted to any telex number appearing below; provided, however, in those cases where a telex number is stated on the execution page for a particular party, notice to such party must be given by telex message to such number to be an effective notice hereunder:

(a) Carroll County - Jack T. Bell, Chairman Carroll County Board of Commissioners, P.O. Box 338, Carrollton, Georgia 30117.

(b) City of Carrollton - Harry Shadrix, - Mayor, City of Temple, Ga. 30179

All notices shall be sent to the successors in office to any of the foregoing.

SO AGREED this *3<sup>rd</sup>* day of *April*, 1999.

CARROLL COUNTY, GEORGIA

BY: *Jack T. Bell*  
Jack T. Bell, Chairman

ATTEST:

*Susan Mabry*

Susan Mabry, Clerk  
Carroll County Board of Commissioners

CITY OF TEMPLE, GA.,  
acting by and through the Mayor and Council.

BY:  
Mayor

Harry Shadrix,



(SEAL)

ATTEST:



Pat Cook,  
Clerk, City of Temple

**STATE OF GEORGIA**

**COUNTY OF CARROLL**

**INTERGOVERNMENTAL AGREEMENT BETWEEN CARROLL COUNTY,  
GEORGIA AND THE CITY OF VILLA RICA, GEORGIA. RELATING TO  
SERVICES OF THE CARROLL COUNTY BOARD OF ELECTIONS**

WHEREAS, the Georgia General Assembly created a Carroll County Board of Elections having jurisdiction over the conduct of primaries and elections (Ga. Laws 1974, p. 3556, et seq.), and provided that the Board of Elections shall, with regard to the preparation for, conduct and administration of primaries and elections, succeed to and exercise all duties and powers granted to and incumbent upon the election superintendent pursuant to Title 21 of the Code of Georgia;

WHEREAS, the Carroll County Board of Elections has adopted a Resolution, (attached as Exhibit "1"), recommending to the Carroll County Board of Commissioners (hereinafter "County") that it enter into an agreement with the City of Villa Rica, (hereinafter "City"), for providing the services of the Board of Elections to properly conduct municipal elections pursuant to the applicable laws of the State of Georgia;

WHEREAS, the City of Villa Rica embraces the corporate limits that are located within that part of the City which lies within Carroll County;

WHEREAS, the City is required to conduct municipal elections from time to time for the purposes of electing individuals to serve on the City Council of said City, as Mayor of said City, special referenda, bond issues, or called special elections, and the County Board of Elections is authorized to provide services to the City under O.C.G.A. 21-2-40 (b);

WHEREAS, the City requests the services of the Board of Elections to conduct such municipal elections, and O.C.G.A. 36-70-20 et seq. provides that local governments should develop a service delivery system that is efficient and responsive to citizens;

WHEREAS, O.C.G.A. 21-2-45 (c) authorizes the governing authority of any municipality of the county within which that municipality wholly or partially lies to conduct any or all elections;

WHEREAS, in consideration of the mutual benefits and consideration accruing to each of the parties hereto and for the use of and benefit of the citizens of the entire County, which benefits are hereby expressly acknowledged, and has determined that it is in the best interests of the citizens of Villa Rica to enter an agreement with the County, as authorized by Art. IX, Sec. III, Para. I, of the Constitution of the State of Georgia, for the following purposes; and

NOW, THEREFORE, the parties hereto mutually agree as follows:

Section 1. Representations of the Parties. Each party hereto makes the following representations and warranties, which are specifically relied upon by all of the other parties as a basis for entering this Agreement:

(a) The City is a municipal corporation as defined by statutory law and judicial interpretation that has validly adopted a resolution to authorize the entity to enter this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. 50-14-1 et seq.; and

(b) The County has validly adopted a resolution to authorize the entity to enter this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. 50-14-1 et seq.

Section 2. Term of Agreement. The term of this Agreement shall commence on the 1st day of June, 1999 and shall continue for a period not to exceed 50 years pursuant to Georgia Constitution 1983, Art. IX, Sec. III, Para. I, unless terminated prior to that date as set out hereinafter.

Section 3. Termination. This Agreement may be terminated at any time, with or without cause, by either party upon one (60) sixty days written notice. If notice to terminate is given, the County will continue to provide the contracted for services to the City for all services given through the end of the day of the sixty day period.

Section 4. Prerequisites to Performance. The municipality shall adopt an ordinance authorizing the County to conduct elections, and the municipality may request the County to perform any of the following:

(a) Perform all duties as superintendent of elections as specified under Chapter 2 of Title 21 of the Official Code of Georgia Annotated;

(b) Perform all duties as superintendent of elections as specified under Chapter 2 of Title 21 of the Official Code of Georgia Annotated, with the exception of the qualification of candidates; or

(c) Lease or loan any or all of its election equipment to the municipality for the purpose of conducting municipal elections without any responsibility on the part of the county for the actual conduct of the municipal election.

Section 5. Scope of Services. After adopting the appropriate ordinances set forth in section 4, the Board of Elections shall provide any and all services required to conduct, manage, and supervise all municipal elections for the City in accordance with all applicable state and local laws, to include the following services:

(a) Receive and act upon petitions, determine the sufficiency of nomination petitions of candidates, filing notice of their candidacy with him or her in accordance with this chapter, prepare and publish all notices and advertisements relating to the conduct of elections, select and equip polling places, secure and maintain election equipment, appoint poll officers to serve in primaries and elections, ensure compliance with the State Election Board rules and general laws, instruct poll officers in their duties, receive poll returns, certify and announce the results, and guarantee the secrecy of the ballot;

(b) At a mutually agreed upon time, the Superintendent shall call for an election, to be held in all applicable voting precincts in the City;

(c) The Board of Elections shall be responsible for taking all steps necessary to obtain pre-clearance approval for said election from the Justice Department of the United States of America;

(d) The date of such election shall be set as provided by law, the polls of each election district of the City shall be open at 7:00 a.m. and close at 7:00 p.m., the election shall be held in accordance with the election laws of the State of Georgia, and the Board of Elections of Carroll County shall count the votes of said election in-the manner required by law;

(e) Publish the Notice of Election as authorized by law, and prior to the date of any election, appoint a proper Election Managers and Clerks to supervise and hold the municipal election; and

(f) In the event that a special unscheduled election is necessary, the City and the Board of Elections shall confer and reach a mutually convenient date to conduct said election.

Section 6. Compensation. The City shall pay the County all costs incurred in performing those functions which the municipality has requested the Board of Elections to perform, including, but not limited to, any and all usual, standard charges incurred by the County and the Board of Elections during a given election, for example: the cost of poll workers, the printing of ballots, and the publishing of legal notices. Furthermore, in addition to these costs, the City shall pay the County an additional sum of \$300.00 as further consideration for the performance of said services.

(a) In the event the County and the City conduct an election on the same date, the City shall each be responsible for one-half (1/2) of the total expense for said election, unless otherwise agreed to by the parties.

(b) Within ninety (90) days after the date of the Election or any run-off Election related thereto, whichever is last to occur, the County shall furnish the City with a complete statement showing all costs and expenses incurred from the Election(s). The City shall remit all expenses and charges in connection with the Election to the County within thirty (30) days after receipt of the invoice that provides said expenses and charges.

Section 7. Indemnity. The City shall indemnify and hold the County and the Board of Elections harmless from any and all claims made concerning or resulting from any election conducted pursuant to the terms of this Agreement including, but not limited to, all claims made contesting any aspect of a given election, except claims alleging the intentional or willful acts of agents or employees the County or Board of Elections in connection with any election held pursuant to this Agreement.

(a) All legal services and defenses of litigation required by the Board of Elections or one acting on behalf of the Board of Elections arising from the municipal election held pursuant to this contract shall be furnished by the City Attorney for the City. Should the City Attorney for any reason fail to provide the legal services referred to in this paragraph, the Superintendent shall have authority to engage the County Attorney at the expense of the City. All requests for legal assistance by the Carroll County Board of Elections from the City Attorney to provide such services shall be communicated in writing pursuant to Section 14, before the City will be obligated to pay for legal services under this paragraph. Provided, however, that the failure of the City Attorney to respond to a request made hereunder, within a reasonable time, shall be deemed to be a refusal to furnish such services. The Board of Elections shall notify the City in writing of its determination that the City has failed to respond in a timely manner before incurring legal fees on its own behalf for which the City shall be responsible.

Section 8. Modification. The parties may modify this agreement in writing by having a modification signed by all parties and adopted by resolution pursuant to the Open Meetings Act, O.C.G.A. 50-14-1 et seq.

Section 9. Entire Agreement. This intergovernmental contract is a full and complete statement of the agreement of the parties as to the subject matter hereof and has been authorized by proper action of the respective parties.

Section 10. Arbitration. The parties hereby agree to submit any controversy arising under this Agreement to arbitration pursuant to the provisions of O.C.G.A. 9-9-1 et. seq., the Georgia Arbitration Code. Such arbitration shall in all respects be governed by the provisions of the arbitration code. The parties hereby agree to comply with and to be governed by the provisions of said arbitration code as to any controversy so submitted to arbitration. The arbitration decision shall be enforceable by a court of competent jurisdiction.

Section 11. Counterparts. This agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute the same instrument.

Section 12. Governing Law. This Agreement and all transactions contemplated hereby, shall be governed by, construed and enforced according to the laws of the State of Georgia.

Section 13. Severability. Should any provision of this agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this agreement, or the application of such provision, to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this agreement shall be valid and enforceable to the full extent permitted by law.

Section 14. Notices. All notices, demands, or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited in the United States mail, postage prepaid and registered, or certified with return receipt requested to the addresses appearing on the executed page hereof, or when delivered by hand to the addresses shown below or when transmitted to any telex number appearing below; provided, however, in those cases where a telex number is stated on the execution page for a particular party, notice to such party must be given by telex message to such number to be an effective notice hereunder:

(a) Carroll County - Jack T. Bell, Chairman Carroll County Board of Commissioners, P.O. Box 338, Carrollton, Georgia 30117.

(b) City of Villa Rica - Monroe Spake, - Mayor, City of Villa Rica, Ga.  
30180


All notices shall be sent to the successors in office to any of the foregoing.



SO AGREED this 13<sup>th</sup> day of April, 1999.

CARROLL COUNTY, GEORGIA

BY:

  
Jack T. Bell, Chairman

ATTEST:



Susan Mabry, Clerk  
Carroll County Board of Commissioners

CITY OF VILLA RICA, GA.,

acting by and through the Mayor and Council.




BY:  
Mayor

Monroe Spake,

(SEAL)

ATTEST:



Steve Russell,  
Clerk, City of Villa Rica

**STATE OF GEORGIA**

**COUNTY OF CARROLL**

**INTERGOVERNMENTAL AGREEMENT BETWEEN CARROLL  
COUNTY, GOERGIA AND THE CITY OF WHITESBURG, GEORGIA  
RELATING TO SERVICES OF THE CARROLL COUNTY BOARD OF  
ELECTIONS**

WHEREAS, the Georgia General Assembly created a Carroll County Board of Elections having jurisdiction over the conduct of primaries and elections (Ga.Laws1974, p.3556,et seq.) and provided that the Board of Elections shall, with regard to the preparation for, conduct and administration of primaries and elections, succeed to and exercise all duties and powers granted to and incumbent upon the election superintendent pursuant to Title 21 of the Code of Georgia;

WHEREAS, the Carroll County Board of Elections has adopted a resolution, (attached as Exhibit"1"), recommending to the Carroll County Board of Commissioners (hereinafter "County") that it enter into an agreement with the City of Whitesburg, (Hereinafter "City") for providing the services of the Board of Elections to properly conduct municipal elections pursuant to the applicable laws of the State of Georgia;

WHEREAS, the City of Whitesburg embraces the corporate limits that are located within that part of the City which lies within Carroll County;

WHEREAS, the City is required to conduct municipal elections from time to time for the purposes of electing individuals to serve on The City Council of said City, as Mayor of said City, special referenda, bond issues, or called special elections, and the County Board of Elections is authorized to provide services to the City under O.C.G.A. 21-2-40 (b);

WHEREAS, the City requests the services of the Board of Elections to conduct such municipal elections, and O.C.G.A. 36-70-20 et seq. provides that local governments should develop a service delivery system that is efficient and responsive to citizens;

WHEREAS, O.C.G.A. 21-2-45 (c) authorizes the governing authority of any municipality of the county within which that municipality wholly or partially lies to conduct any or all elections;

WHEREAS, in consideration of the mutual benefits and consideration accruing to each of the parties hereto and for the use of any benefit of the citizens of the entire County, which benefits are hereby expressly acknowledged and has determined that it is in the best interests of the citizens of Whitesburg, to enter an agreement with the County, as authorized by Art. IX, Sec. III, Para. I, of the Constitution of the State of Georgia, for the following purposes; and NOW THEREFORE, the parties hereto mutually agree as follows:

Section 1. Representations of the Parties. Each party hereto makes the following representations and warranties, which are specifically relied upon by all of the other parties as a basis for entering this agreement:

(a) The City is a municipal corporation as defined by statutory law and judicial interpretation that has validly adopted a resolution to authorize the entity to enter this Agreement at a public meeting pursuant to the open meetings Act, O.C.G.A. 50-14-1 et seq.; and

(b) The County has validly adopted a resolution to authorize the entity to enter this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. 50-14-1 et seq.

Section 2. Term of Agreement. The term of this Agreement shall commence on the 1st day of June, 2001 and shall continue for a period not to exceed 50 years pursuant to Georgia Constitution 1983, Art. IX, Sec. 111, Para. I, unless terminated prior to that date as set out hereinafter.

Section 3. Termination. This agreement may be terminated at any time, with or without cause, by either party upon one (60) sixty days written notice. If notice to terminate is given, the County will continue to provide the contracted for services to the City for all services given through the end of the day and the sixty day period.

Section 4. Prerequisites to performance. The municipality shall adopt an ordinance authorizing the County to conduct elections, and the municipality may request the county to perform any of the following:

(a) Perform all duties as superintendent of elections as specified under Chapter 2 of Title 21 of the Official Code of Georgia Annotated;

(b) Perform all duties as superintendent of elections as specified under Chapter 2 of Title 21 of the Official Code of Georgia Annotated, with the exception of the qualification of candidates; or

(c) Lease or loan any or all of its election equipment to the municipality for the purpose of conducting municipal elections without any responsibility on the part of the county for the actual conduct of the municipal election.

Section 5. Scope of Services. After adopting the appropriate ordinances set forth in section 4, the Board of Elections shall provide any and all services required to conduct, manage and supervise all municipal elections for the City in accordance with all applicable state and local laws, to include the following services:

(a) Receive and act upon petitions, determine the sufficiency of nomination petitions of candidates, filing notice of their candidacy with him or her in accordance with this chapter, prepare and publish all notices and advertisements relating to the conduct of elections, select and equip polling places, secure and maintain election equipment, appoint poll officers to serve in primaries and elections, ensure compliance with the State Election Board rules and general laws, instruct poll officers in their duties, receive poll returns, certify and announce the results and guarantee the secrecy of the ballot;

(b) At a mutually agreed upon time, the Superintendent shall call for an election, to be held in all applicable voting precincts in the City;

(c) The Board of Elections shall be responsible for taking all steps necessary to obtain pre-clearance approval of said election form the Justice Department of the United States of America;

(d) The date of such election shall be set as provided by law. The election shall be held in accordance with the election laws of the State of Georgia, and the Board of Elections of Carroll County shall count the votes of said election in-the manner required by law;

(e) Publish the Notice of Election as authorized by law, and prior to the date of any election, appoint a proper Election Manager and clerks to supervise and hold the municipal election; and

(f) In the event that a special unscheduled election is necessary, the City and the Board of Elections shall confer and reach a mutually convenient date to conduct said election.

Section 6. Compensation. The City shall pay the County all costs incurred in performing those functions which the municipality has requested the Board of Elections to perform, including, but not limited to, any and all usual, standard charges incurred by the County and the Board of Elections during a given election, for example; the cost of poll workers, the printing of ballots, and the publishing of legal notices. Furthermore, in addition to these costs, the City shall pay the County an additional sum of \$ 300.00 as further consideration for the performance of said services.

(a) In the event the County and the City conduct an election on the same date, the City shall be responsible for one-half (1/2) of the total expense for said election, unless otherwise agreed to by the parties.

(b) Within (90) days after the date of the Election or any Run-off Election related thereto, whichever is last to occur, the County shall furnish the City with a complete statement showing all costs and expenses incurred from the Election(s). The City shall remit all expenses and charges in connection with the Election to the County within thirty (30) days after receipt of the invoice and provides said expenses and charges.

Section 7. Indemnity. The City shall indemnify and hold the County and the Board of Elections harmless from any and all claims made concerning or resulting from any election conducted pursuant to the terms of this Agreement including, but not limited to, all claims made contesting any aspect of a given election, except claims alleging the intentional or will willful acts of agents or employees the County or Board of Elections in connection with any election held pursuant to this Agreement.

(a) All legal services and defenses of litigation required by the Board of Elections or one acting on behalf of the Board of Elections arising from the municipal election held pursuant to this contract shall be furnished by the City Attorney for the City. Should the City Attorney for any reason fail to provide the legal services referred to in this paragraph, the Superintendent shall have authority to engage the County Attorney at the expense of the City. All requests for legal assistance by the Carroll County Board of Elections from the City Attorney to provide such services shall be communicated in writing pursuant to Section 14, before the City will be obligated to pay for legal services under this paragraph. Provided, however, that the failure of the City Attorney to respond to a request made hereunder, within a reasonable time, shall be deemed to be a refusal to furnish such services. The Board of Elections shall notify the City in writing of its determination that the City has failed to respond in a timely manner before incurring legal fees on its own behalf for which the City shall be responsible.

Section 8. Modification. The parties may modify this agreement in writing by having a modification signed by all parties and adopted by resolution pursuant to the Open Meetings Act, O.C.G.A. 50-14-1 et seq.

Section 9. Entire Agreement. This intergovernmental contract is a full and complete statement of the agreement of the parties as to the subject matter hereof and has been authorized by proper action of the respective parties.

Section 10. Arbitration. The parties hereby agree to submit any controversy arising under this Agreement to arbitration pursuant to the provisions of O.C.G.A. 9-9-1 et.seq., the Georgia Arbitration Code. Such arbitration shall in all respects be governed by the provisions of the arbitration code. The parties hereby agree to comply with and to be governed by the provisions of said arbitration code as to any controversy so submitted to arbitration . The arbitration decision shall be enforceable by a court of competent jurisdiction.

Section 11. Counterparts. This agreement may be executed in sever counterparts, each of which shall be deemed an original and all of which together shall constitute the same instrument.

Section 12. Governing Law. This Agreement and all transactions contemplated hereby, shall be governed by, construed and enforced according to the laws of the State of Georgia.

Section 13. Severability. Should any provision of this agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this agreement, or the application of such provision, to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this agreement shall be valid and enforceable to the full extent of the law.

Section 14. Notices. All notices, demands, or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited in the e United States mail, postage prepaid and registered, or certified with return receipt requested to the addresses appearing on the executed page hereof, or when delivered by hand to the addresses shown below or when transmitted to any telex number is stated on the execution page for a particular party, notice to such party must be given by telex message to such number to be an effective notice hereunder:


(a) Carroll County - Robert P.Barr, Chairman, Carroll County Board of Commissioners, P.O. Box 338, Carrollton, Georgia 30117.

(b) City of Whitesburg, - Walter Hines, Jr. - Mayor, City of Whitesburg, Ga., 30185.

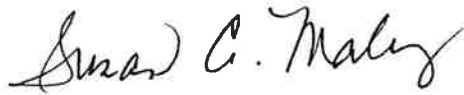
All notices shall be sent to the successors in office to any of the foregoing.

SO AGREED this *13<sup>th</sup>* day of *January*, 2001

CARROLL COUNTY, GEORGIA

BY:   
Robert P. Barr

ATTEST:



Susan Mabry, Clerk  
Carroll County Board of Commissioners



CITY OF WHITESBURG, GA.,  
acting by and through the Mayor and Council.

BY:  
Mayor

*Walter Hines, Jr.*  
Walter Hines, Jr.,

(SEAL)

ATTEST:

*Harvey Bowen*  
Harvey Bowen,  
Clerk, City of Whitesburg



**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: CARROLL**

**Service: E-911 COMMUNICATIONS 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.): **CARROLL 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.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
CARROLL COUNTY	USER FEES, GENERAL FUND

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

Only the description of this service has been updated, corrected, and revised, the actual mechanisms for delivering the service remains unchanged. Restated description is attached.

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
SERVICE DELIVERY AGREEMENT	CARROLL COUNTY - ALL CITIES	SEPTEMBER 1999 - CURRENT

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?

SAME AS #5

7. Person completing form: **SUSAN A. MABRY, COUNTY CLERK**  
 Phone number: **770-830-5800**      Date completed: OCTOBER 24, 2018

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:

## *Carroll County Service Delivery Strategy*

### **E-911 COMMUNICATIONS CENTER**

Emergency 911 (E-911) service in Carroll County is provided county-wide under the auspices of Carroll County and is funded from a \$1.50 surcharge on local telephones and cellular phones. In 2016, the County completed the addition to, and renovation of, the E-911 facility using SPLOST funds.

The E-911 Communications Center for Carroll County was originally established as a 911 Center under an intergovernmental agreement which created a Users Board consisting of a representative from each agency dispatched by the Center.

Currently user fees fund the operation of the E-911 Communications Center. In the future should the expenses of operating the E-911 Center exceed the funds generated from all surcharge applications available (both landlines and wireless) any additional funding requirements shall be borne by the participating governing authorities or private users on a pro rata basis. That pro rata basis shall be the respective users total number of dispatch calls as a percentage of the total calls for the most recently completed calendar year period.



**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: CARROLL**

**Service: EMERGENCY MANAGEMENT**

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

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **CARROLL 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.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
CARROLL COUNTY	GENERAL FUND, STATE & FEDERAL GRANTS

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

Only the description of this service has been updated, corrected, and revised, the actual mechanisms for delivering the service remains unchanged. Restated description is attached.

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
SERVICE DELIVERY AGREEMENT	CARROLL COUNTY - ALL CITIES	SEPTEMBER 1999 - CURRENT

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?

SAMES AS #5

7. Person completing form: **SUSAN A. MABRY, COUNTY CLERK**  
 Phone number: **770-830-5800**      Date completed: OCTOBER 24, 2018

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:

## *Carroll County Service Delivery Strategy*

### **EMERGENCY MANAGEMENT**

This service is provided by the Carroll County Emergency Management Agency. This service is clearly county-wide in scope and function and should continue to be funded from the County General Fund.



**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: CARROLL**

**Service: EMERGENCY MEDICAL SERVICES**

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

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **CARROLL 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>
CARROLL COUNTY	GENERAL FUND

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

THE DESCRIPTION OF THIS SERVICE HAS BEEN UPDATED TO INCLUDE THE EMERGENCY MEDICAL SERVICES REVIEW COMMITTEE. THE ACTUAL MECHANISMS FOR DELIVERING THE SERVICE REMAINS UNCHANGED. DESCRIPTION IS ATTACHED.

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>
SERVICE DELIVERY AGREEMENT	CARROLL COUNTY - ALL CITIES	SEPTEMBER 1999 - CURRENT

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?

SAME AS #5

7. Person completing form: **SUSAN A. MABRY, COUNTY CLERK**  
 Phone number: **770-830-5800**      Date completed: OCTOBER 24, 2018

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:

## *Carroll County Service Delivery Strategy*

### **EMERGENCY MEDICAL SERVICES**

This service is currently provided county-wide by Carroll County under a contractual agreement with a private 911 zone provider. The Emergency Medical Services Review Committee advises the Chairman of the County Board of Commissioners on matters relating to the development and coordination of the emergency medical services system that serves the residents of Carroll County. The County will continue to fund this from the County General Fund.

STATE OF GEORGIA  
COUNTY OF CARROLL

**EMERGENCY MEDICAL SERVICES AGREEMENT**

WHEREAS, Georgia Laws 1989, Section 8 (20), pp. 3546, 3552 authorizes the Board of Commissioners of Carroll County, Georgia (hereinafter, "County") to provide for services established under Article IX, Section II, Paragraph III of the 1983 Constitution of the State of Georgia; and

WHEREAS, Article IX, Section II, Paragraph III (a) (3) of the 1983 Constitution authorizes the county to provide ambulance and emergency rescue services, and O.C.G.A. § 36-60-13, as amended, authorizes the county to enter into a multi-year contract for the furnishing of services; and

WHEREAS, the County deems that the furnishing of quality emergency medical services within the corporate limits of each municipality in the County and within the unincorporated limits of the County is important to its citizens and does not unnecessarily duplicate services and facilities; and

WHEREAS, the emergency medical services should be operated as economically and efficiently as possible to serve, safeguard, and protect the public health and general well-being of its citizens; and

WHEREAS, WEST GEORGIA AMBULANCE, INC., hereinafter referred to as ("Contractor") is licensed to operate emergency medical services in Georgia and desirous of furnishing the citizens of Carroll County, Georgia, with emergency ambulance service; and

WHEREAS, in consideration of the mutual benefits and consideration accruing to each of the parties hereto and for the benefit of the citizens of the entire County, which benefits are

hereby expressly acknowledged, Carroll County, Georgia hereby contracts with the Contractor for the following purposes; and

NOW, THEREFORE, the parties hereto mutually agree as follows:

Section 1. Representations of the Parties. Each party hereto makes the following representations and warranties, which are specifically relied upon by all of the other parties as a basis for entering this Agreement:

(a) Unless otherwise authorized by its articles of incorporation, bylaws, or a resolution of the board of directors, the Contractor has authority to execute and deliver this Agreement. Furthermore, Contractor is in good standing with all certifications, licenses, and permits that are required by the State of Georgia and Carroll County.

(b) The County is a political subdivision of the state of Georgia and has validly adopted a resolution to authorize the entity to enter the Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. §§50-14-1 et seq.

Section 2. Term of Contract and Renewal Provisions.

The term of this Agreement shall be for a period of one calendar year beginning July 1, 2018, subject to automatic renewal as provided in this Section 2. As provided in O.C.G.A. § 36-60-13(a), this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year and at the close of each succeeding calendar year, should the Agreement be renewed automatically as set forth in this Section 2. The Agreement will be automatically renewed for up to four additional terms of one year each unless positive action is taken by the County to terminate the Agreement. To constitute positive action by the County, the County must notify the Contractor in writing at least ninety (90) days prior to the expiration of the initial term of the Agreement or any successive term of the Agreement, as

applicable, that it intends to terminate the Agreement. If notice to terminate is given in writing, and unless otherwise agreed to by the parties, the Contractor shall continue to provide the contracted for services to the County through the end of the term of the Agreement then in effect (whether initial or successive), and the County shall compensate Contractor according to this Agreement through the end of said term. This Agreement shall then terminate and expire on the final day of said term and each party's obligations hereunder shall cease therewith. In the event of termination, title for any supplies, materials, equipment, or other personal property shall remain in the Contractor until fully paid for by the County.

Section 3. License and Franchise. The County acknowledges that the Contractor has an exclusive license, which was issued by the West Georgia Emergency Medical Services Council, to provide and furnish emergency ambulance service within the county. Contractor agrees to comply with the Emergency Medical Services Act of the State of Georgia, the Regulations enacted by the Georgia Department of Community Health at Chapter 290-5-30 et. seq., as amended, the Code of Ordinances of Carroll County, Georgia, as amended, and all traffic laws and rules within the various municipalities within the County. Contractor shall maintain its franchise with Carroll County and take all necessary steps to stay in compliance with the Carroll County Code of Ordinances Chapter 34, *et seq.* through the term of this Agreement.

Section 4. Compensation.

(a) The County agrees to provide a subsidy for emergency medical services that originates within the limits of Carroll County, Georgia. Carroll County, Georgia hereby agrees to allocate and appropriate to Contractor, in addition to such income from fees for services, an amount of ONE MILLION ONE HUNDRED THIRTY SEVEN THOUSAND DOLLARS (\$1,137,000.000) Dollars for each year this Agreement is in effect. All payments of the annual

sums to be paid to the Contractor by the County hereunder shall be paid in equal monthly installments each month so long as Contractor substantially complies with this Agreement, the laws of the State of Georgia, the Rules and Regulations thereof, and the ordinances adopted by Carroll County, Georgia, which affect performance of the obligations of Contractor herein, and previously have been incorporated herein. Each monthly payment shall be paid on or before the fifteenth (15<sup>th</sup>) day of each month.

(b) Contractor may charge a reasonable rate for providing its emergency services to the citizenry, subject to the consent of the County, which consent shall not be withheld unreasonably. However, Contractor may charge a higher rate during the term of this Agreement if Contractor first demonstrates just cause to the County and obtains the County's approval.

(c) Compensation Adjustments. The Contractor shall be allowed to make annual adjustments to its subsidy payments under this Agreement beginning on the first anniversary of the Agreement. In no event shall the Contractor's increase be more than 5% of the previous year. The Contractor may be required to meet with and present to appropriate representatives, which may be the EMS Committee or other representatives, as designated by the Chairman, workload information during the fourth quarter of the year prior to the contract anniversary date to review 911 demand and response time data and consider changes in the number of emergency ALS units required. The Contractor may apply to negotiate an adjustment to Contractor's subsidy payments in the event changes in service significantly increase the Contractor's performance costs. The burden of proving the facts supporting such an application shall rest with the Contractor. This provision applies only to increased production standards that were not known by the Contractor at the time this Agreement was executed by the County and Contractor. The amount of such an adjustment shall be only as the Contractor and the County shall agree.

Section 5. Additional Terms. Additional terms of this Agreement are included in the document entitled, "Specifications for Emergency Medical Services Agreement" (attached hereto and hereinafter "Specifications"), which is expressly incorporated into the provisions of this Agreement. Contractor agrees to provide, at a minimum, the level of services set out and required by the County as a part of said Specifications.

Section 6. Insurance. Contractor agrees to provide insurance coverage as provided by the Specifications and for all ambulance vehicles maintained and run in Carroll Count, Georgia. A copy of the insurance policy in effect will be furnished to the County, and the issuing agency shall be directed to notify the County of any change in coverage.

Section 7. Indemnification. Contractor shall fully indemnify, hold harmless, and defend the County from and against any damage, loss or injury, including death, of any kind or nature whatever to person or property, including employees of the County, employees of other local governments lying within the unincorporated boundaries of Carroll County, and property of the County, caused by or resulting from any error, or omission of the Contractor, or the negligent act of the Contractor or its subcontractors or any of their officers, agents, servants, or employees, arising from the performance of the work under this Agreement. The Contractor shall defend, indemnify, and hold harmless the County and all of its officers, agents, servants, or employees from and against any and all claims, losses, damages, charges, or expenses to which the County or any of its officers, agents, servants, or employees may be put or subjected by reason of any such damage, loss, or injury. The Contractor expressly agrees to defend against any claims brought or actions filed against the County, where such claim or action involves, in whole or in part, the subject of the indemnity contained herein, whether claims or actions challenge, in whole

or in part, the provisions of this Agreement, or whether such claims or actions are rightfully or wrongfully brought or filed.

Section 8. Assignment. The Contractor shall not assign any interest under the Agreement or moneys due therefrom without the prior written consent of the County. The Contractor shall retain personal control and shall provide personal attention to the fulfillment of its obligations pursuant to this Agreement.

Section 9. Transfer to Successor in Interest. Contractor shall not transfer this Agreement without the prior written consent of the County.

Section 10. Intentionally Omitted.

Section 11. Remedies. In the event that a penalty is assessed against Contractor in accordance with Section 18 of the Specifications, the Chairman of the Board of Commissioners shall have the authority to deduct an amount equal to the penalty from as many monthly installments owed to Contractor pursuant to Section 4 of this Agreement as is necessary to pay off the penalty in full.

Section 12. Intentionally Omitted.

Section 13. Modifications. This Agreement, including the Specifications, contains the entire agreement between the Parties and all oral agreements or understandings are incorporated herein. This Agreement shall not be altered, changed or amended except in writing signed by all parties hereto.

Section 14. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.



Section 15. Governing Law, Venue. This Agreement and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of Georgia. All claims, disputes and other matters arising out of or related to this Agreement shall be subject to the exclusive jurisdiction and venue of the Carroll County courts located in Carroll County, Georgia.

Section 16. Severability. Should any provision of this Agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this Agreement, or the application of such provision, to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

Section 17. Notices. All notices, demands, or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited in the United States mail, postage prepaid and registered, or certified with return receipt requested to the addresses appearing on the executed page hereof, or when delivered by hand to the addresses shown below:

(a) To County:

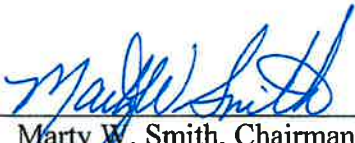
Chairman Carroll County Board of Commissioners  
Historic Court House  
323 Newnan Street, Room 200  
Carrollton, Georgia 30117

(b) To Contractor

Steve R. Adams, President  
West Georgia Ambulance, Inc.  
1952 N. Highway 27  
Carrollton, Georgia 30117

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have hereunto set their seals in triplicate, each of which shall be considered an original, on the 28 day of June, 2018.

BOARD OF COMMISSIONERS  
OF CARROLL COUNTY, GEORGIA

BY:   
Marty W. Smith, Chairman  
Board of Commissioners

ATTEST:   
Susan Mabry, Clerk

(COUNTY SEAL)

WEST GEORGIA AMBULANCE, INC.

BY:   
Steve R. Adams, President and Secretary

ATTEST: N/A  
Corporate Secretary

(CORPORATE SEAL)

**SPECIFICATIONS FOR CARROLL COUNTY  
EMERGENCY MEDICAL SERVICES AGREEMENT**

Section 1. Definitions. Except as specifically defined herein, all words used in this

Specification shall have their customary dictionary definitions.

**Advanced Life Support (ALS)** for ambulance services includes the services of Basic Life Support (BLS) and advanced emergency care (ALS) as defined by the Georgia EMS Rules and Regulations (Chapter 290-5-30).

**Ambulance** means any vehicle which is equipped to transport patients, in a reclining position, to or from health care facilities. All such services are to be provided at the ALS level.

**Base Station Physician** means a physician authorized to practice under state guidelines, knowledgeable in the medical protocols, radio procedures and general operating policies of the EMS system, and a person from whom EMS personnel may take medical direction by radio or other remote communication device.

**Breach** means noncompliance with any term or provision within this agreement, which does not result in a material breach. A breach is further defined as that activity that falls below any minimum standard, service, performance requirement, responsibility, rule or condition that is provided for in this agreement.

**Contractor** means that organization selected pursuant to this Request for Proposal.

**Communications Center** means the single 9-1-1 Public Safety Answering Point (PSAP) facility that notifies First Responders and dispatches ambulances operating in the Service Area.

**County** means Carroll County, Georgia, which contains approximately 502 square miles and encompasses the cities of Bowdon, Carrollton, Mt. Zion, Roopville, Temple, Villa Rica, and Whitesburg. All areas of the County are considered part of this procurement.

**Emergency** means a request for ambulance services for non-convalescent requests for medical assistance that may include life-threatening conditions, limb-threatening conditions, or those conditions within the standard procedure as promulgated by the Medical Director.

**E-911** means the Carroll County Emergency '911' system that facilitates the placing of calls by persons in need of emergency services to the Contractor.

**EMS** means Emergency Medical Service that provides emergency ambulance services.

**EMS System** means the comprehensive coordinated arrangement of resources and functions to respond to medical emergencies and provide emergency ambulance service.

**First Responder** means the services providing initial response to serious medical emergencies by utilizing a rapid response unit, staffed and equipped to perform emergency medical procedures.

**Material Breach** will include, but not be limited to, the occurrence of any one (which by itself may be deemed to be a breach of the Emergency Medical Services agreement between the parties ("the Agreement")) by the Contractor) of the following events:

- (a) The credentials/proposal, Proposer's price sheet or other information which the Contractor provides to the County pursuant to the procurement process contains any untrue statement of a material fact or omits to state a material fact necessary to make statements therein not misleading in the light of circumstances under which it was made.
- (b) The Contractor fails to comply with required payment of Performance Penalties within ten (10) calendar days after written notice given to Contractor by the County of the imposition of such penalties.
- (c) The Contractor fails to maintain in full force and effect the insurance coverage required in the Agreement.
- (d) The Contractor fails to maintain in full force and effect the performance security requirements as specified herein.
- (e) The Contractor makes an assignment for the benefit of creditors or files for bankruptcy or fails to have dismissed within 30 days a petition for involuntary bankruptcy.
- (f) There is the attachment, lien, encumbrance, execution or other judicial seizure of all or substantially all of the Contractor's assets (or any other right or interest of Contractor in property) used to carry out its obligations under the Agreement, if such attachment, lien, levy, encumbrance, execution or other seizure remains un-dismissed, undischarged, or not released for a period of thirty (30) business days after the attachment, lien, levy, encumbrance or other seizure thereof.
- (g) The Contractor fails to meet the Response Time Requirements for three (3) non-consecutive months of any contract year.
- (h) Representatives, agents, or personnel falsify or omit pertinent data from reports.

**Maximum Average User Fee** shall include all actual (gross) charges for ambulance services including base rates, mileage and ancillary charges. It is required that all patients, including beneficiaries of Medicare and Medicaid, patients covered by insurance and patients who have no insurance benefits will be charged equal amounts for equivalent services. Should the Contractor institute a subscription program, all members will be "charged" at the retail rate, regardless of the amounts collected or collectable. Fees collected from managed care organizations utilizing an at risk or capital fee structure shall not be considered when calculating the Maximum Average User Fee.

**Medical Director** means the licensed physician (or his/her designee) who has the responsibilities of Medical Director in accordance with state requirements.

**Medical Protocol** means a written statement of standard procedure, promulgated by the Medical Director as the medical appropriate standard of out-of hospital care for a given clinical condition.

**Medical Priority Dispatch System (MPDS)** means that system to prioritize incoming medical calls and is approved by the Medical Director.

**Mutual Aid Agreement** means a written agreement between providers of emergency medical services where the parties agree to provide assistance to one another.

**Patient** means an individual who is either ill, sick, injured, wounded, helpless, or otherwise incapacitated, and who is in need of, or is at risk of needing medical care or assessment during

transportation to or from a health care facility, and who is reclining or should be transported in a reclining position.

**Public Safety Officers** means any on duty, career or volunteer employee, of the Bowdon Police Department, Carroll County Animal Control, Carroll County E-911, Carroll County Fire Rescue, Carroll County Emergency Management Agency, Carroll County Prison, Carroll County Sheriff's Office, Carrollton Fire Department, Carrollton Police Department, Mt. Zion Police Department, Temple Police Department, Villa Rica Police Department, and Whitesburg Police Department,

**Reasonable Distance** means that distance within the geographic boundaries of Carroll County that the Contractor may transport the emergency patient(s).

**Response Time** means the actual time between Contractor's receipt of a dispatch from the Communications Center that an ambulance is needed, and the actual arrival of an ALS Ambulance to that location. The County is responsible for collecting and maintaining all data necessary to calculate Response Time, which shall be submitted to the Contractor for verification of the accuracy of the data and related calculations.

**Response Time Standards** means a monthly average of eight minutes 59 seconds, or less response time on all emergency calls.

**Service Area** means that area which is contained within the boundaries of the County.

**State** means the boundaries of the state of Georgia.

**Subsidy** means those funds provided by the Carroll County Board of Commissioners to fulfill its obligation to provide care for the population of Carroll County.

Section 2. Scope of Services. The Contractor shall furnish emergency ambulance service for the entire population of the County. All Contractor ambulance services shall be provided at the Advanced Life Support level. The Contractor shall manage all day-to-day operations, field operations, billing, collections, purchasing and other operational functions. The Contractor shall negotiate all mutual aid agreements with notification to E-911, maintain all facilities, hire/fire personnel, provide or arrange for in-service training of all field personnel and all first responders, propose and provide justification for rate changes, provide monthly reports to the County, cooperate with and respond to matters related to patient care and generally manage all aspects of the ambulance system's operations. It is the responsibility of the Contractor to manage the actual delivery of ambulance system's operations. It is the responsibility of the Contractor to manage the actual delivery of ambulance services. Clinical and response time performance must be consistent with standards established by the Regional EMS Council and State of Georgia.

Section 3. Insurance Requirement. Contractor shall procure, pay for and maintain the minimum insurance coverage limits as provided herein. Insurance shall be evidenced by delivery of Certificates of Insurance executed by a suitable financially stable insurance carrier that is licensed or permitted in Georgia to underwrite insurance, listing coverage and limits, expiration dates and terms of policies. Insurance requirements shall remain in effect throughout the term covered in the Agreement and any extensions.

(a) Commercial General Liability Insurance. This shall include, but not be limited to, contractual, independent contractor, premises, operations, products, completed operations and personal injury with limits of not less than \$1,000,000 per occurrence, combine single limit bodily injury (including death) and property; and \$2,000,000 annual aggregate. Coverage shall be on “an occurrence basis”, and the policy shall include broad property damage coverage.

(b) Professional Medical Malpractice Insurance (Ambulance Attendants Malpractice). This shall include errors and omissions with minimum limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

(c) Workers Compensation. This shall include coverage to statutory limits as required by law; employers liability insurance of not less than \$500,000 bodily injury by incident; \$500,000 bodily injury by disease for each employee.

(d) Comprehensive Automobile Liability. This shall include coverage for all vehicles used under the Agreement for owned, hired, and non-owned vehicles with minimum limits of \$1,000,000 combined single limit for bodily injury (including death), and property damage. Contractor shall provide the primary coverage regardless of actual vehicle ownership.

(e) Personal injury protection (PIP) or medical payment coverage as required by law.

(1) Uninsured and under insured motorist shall be provided as required by law.

(f) “Umbrella” coverage in the amount of at least \$3,000,000 shall be provided as additional coverage to all underlying liability policies. This policy may be written as a “Form Following Excess” policy.

Section 4. Emergency Response Time Requirements. The County has designated priorities with which the Contractor must comply by meeting specified Emergency Response Times. The designation of a Request For Service as Life Threatening Emergency is accomplished by presumptive prioritization by the 9-1-1 Communications Officer (dispatcher) in accordance with the then current Medical Priority Dispatch System (MPDS) protocols.

Emergency Response Time requirement is measured from Contractor's receipt of dispatch from Carroll County E-911 to the actual arrival of an ALS Ambulance at the location. The average response time for all emergency calls (as determined by Contractor's Medical Director) in each monthly period shall be equal or less than the following:

8 minutes 59 seconds

Section 5. Minimum Number of Assigned Emergency ALS Units. The Contractor will be required to provide a minimum of six (6), 24-hour, seven (7) day per week ALS units.

Section 6. Mutual Aid Plan. The Contractor shall provide the County a written plan approved by the E-911 Director for the initialization of mutual aid in those instances deemed necessary by Carroll County E-911 within 30 days of effective date of the contract. This plan shall include a provision that the Contractor must provide an emergency ALS unit available for call response within 60 seconds of notification, or the E-911 Center shall be authorized to initiate mutual aid response and/or zone coverage from the appropriate mutual aid services.

Section 7. Additional Responsibilities of Contractor.

- (a) Reserved
- (b) Promote mutually good working relationships with E-911, law enforcement agencies, fire departments, Emergency Management Agency and First Responders;
- (c) Provide the public with information concerning EMS services;
- (d) Conduct all billing and collection activities and procedures; however, Contractor shall not delay or deny any treatment or transport due to patients' ability to pay;

- (e) Provide training as to equipment in use by Contractor to First Responder personnel;
- (f) Participate in all EMA and local hospital disaster exercises to the extent possible without depleting resources required to satisfy the other requirements of the Agreement and these Specifications.

Section 8. Transportation.

- (a) Transportation of Public Safety Officers. Contractor shall transport on duty public safety officers whenever an ambulance is reasonably necessary for such trips within Carroll County. The appropriate government entity will pay only that amount of worker's compensation or appropriate insurance benefits for such transport.
- (b) Transportation of Prisoners. Contractor shall transport prisoners held at the Carroll County jail, Carroll County Prison, or any municipal holding facility within the boundaries of Carroll County whenever an ambulance is reasonably necessary for such trips within Carroll County.
- (c) Reserved.
- (d) Transportation of Demised Persons. Contractor shall transport demised persons at no cost upon the request of the Carroll County Coroner's Office, Carroll County Medical Examiner or a representative of that office to local hospitals, funeral homes, or morgues for identification and/or examination. Contractor shall perform this service until such time as the County budgets and provides adequate funds for said service to be performed by the Carroll County Coroner's Office. The County EMS Committee will review this requirement during initial term of this Agreement.

Section 9. Special Events Stand-By Coverage. Upon request by County, the Contractor shall provide dedicated ALS units for stand-by coverage of Carroll County Fire Rescue and Carrollton Fire Department working fires and training activities to the extent possible without depleting resources required to satisfy the other requirements of the Agreement and these Specifications.

Section 10. Compliance with Applicable Laws, Rules, and Regulations Required.

- (a) All services furnished by the Contractor shall be rendered in full compliance with all applicable federal, state and local laws, rules, and regulations. It shall be the Contractor's sole



responsibility to determine which laws, rules, and regulations apply to the services rendered under the Agreement, and to maintain compliance at all times.

(b) The Contractor shall be in good standing with the Georgia Department of Community Health, Medicaid, and Medicare.

(c) The Contractor shall hold an appropriate state ambulance license and state and local vehicle permits. The Contractor shall show proof of licenses or permits upon demand. The Contractor shall show proof of its employee's state and local certifications, if applicable, upon demand.

Section 11. First Responder Supply & Equipment Reimbursement. The Contractor shall replace all supplies used by Carroll County Fire Rescue and Carrollton Fire Department in response to medical calls as the County's authorized First Responder agencies. These supplies shall include all medical supplies used to stabilize or treat patients. The Contractor shall also swap equipment with the aforementioned services used to treat or stabilize patients such as spinal immobilization equipment, splints etc. The Contractor shall furnish oxygen refills for use by the First Responder agencies.

Section 12. Reserved.

Section 13. Employees of Contractor.

(a) Professional Skills and Training of Contractor's Personnel. Contractor shall provide continuing education and in-service training to assure that all employees maintain compliance with all state EMS training and recertification requirements.

(b) Rights and Responsibilities of Field Personnel. Professional field ambulance personnel shall have a direct linkage to those physicians who are empowered to oversee clinical policy and procedure. This direct linkage and personnel responsibility applies to compliance of vehicles, on board equipment, collection and recording of primary data. Personnel are prohibited from operating equipment that is substantially out of compliance with system standards, as provided through regional EMS council, personnel are prohibited from falsifying or omitting data from reports.

(c) Character and Competence of Employees. All persons employed by the Contractor in the performance of work under this contract shall be competent and hold and maintain appropriate permits or certification for their professions.

(d) Professional Conduct and Dress. The Contractor's employees and agents will provide courteous and professional conduct and appearance at all times. The ambulance service personnel shall have an adopted uniform to be worn when on duty with identifiable insignia indicating their level of certification as assigned by the State of Georgia. Uniform styles shall be determined by the Contractor. All field personnel must undergo physical agility testing to demonstrate the ability to lift 100 pounds and appropriate tests to determine the presence of illegal drug use upon the commencement of employment and at such times thereafter as Contractor and County may mutually determine. Additionally, Contractor will conduct random drug testing of its field personnel. The requirements under OSHA regulations are the responsibility of the Contractor.

Section 14. Vehicle and Equipment Standards.

(a) Ambulances furnished under the Agreement shall meet or exceed vehicle specifications as specified in the document entitled "Federal Specification Ambulance Emergency Medical Care Vehicle" as published by the General Service Administration, DOT Federal Specification KKK 1822 in effect at the time of manufacture.

(b) Each ambulance shall be equipped with all required equipment and supplies for operations as required by State and Local regulations and approved Medical Protocols. The specific intent of this provision is to ensure that the Contractor have adequate equipment to service the County.

(c) The Contractor shall comply with or exceed the maintenance standards as outlined in Section 203 of the Standards Accreditation of Ambulance Services as published by the most recent edition of the Commission on the Accreditation of Ambulance Services. All costs of maintenance and repairs, including parts, supplies, labor, subcontracted services and costs of extended warranties shall be at the Contractor's expense.

(d) The Contractor shall establish policies and procedures to ensure that all ambulances are maintained in a reasonably clean manner both interior and exterior at all times.

(e) Contractor shall ensure that GPS locators of its ambulances is provided to E-911.

Section 15. Communications.

(a) Each ambulance shall be equipped with a mobile radio with radio frequency approved by the E-911 Director that can communicate with Carroll County E-911, and all other public safety agencies within the boundaries of Carroll County. Each ambulance crew shall have a portable radio and/or pager which can be accessed by Carroll County E-911. Carroll County E-911 will dispatch the designated zone ambulance. Should the zone ambulance be unavailable, Contractor shall be responsible for providing information to E-911 for the repositioning of the remaining available ambulances to provide optimal response times.

(b) Carroll County shall provide the Contractor with twenty four (24) hour per day emergency dispatch along with time and voice recordings (maintained for 30 days only). Carroll County will furnish to the Contractor that information and or documentation without charge.

(c) The Contractor shall maintain a radio frequency license with the appropriate authorities that are compatible with Carroll County E-911.

(d) Any expense incurred to maintain the communications link between the Contractor and E-911 shall be the responsibility of the Contractor.

(e) The Contractor shall furnish and ensure the continuous reliable availability of a Medical Director and On-Line Medical Control with the Emergency Room concerned with the call.

(f) Any equipment installed at the Carroll Co. E-911 Center on the effective date of the Agreement is deemed to be the property of the Carroll County E-911 Center.

(g) Any changes to the current radio systems, equipment or frequencies will require the mutual agreement of the parties.

Section 16. Data Collection and Reporting Required. Contractor's data collection and reporting systems shall meet the following minimum standards, excepting that information that is

privileged or confidential by law, which reports shall be furnished to the County upon request. Contractor shall maintain complete records and, as requested by County's authorized representative, provide copies or records, including:

- (a) Each request for service.
- (b) Equipment failure reports.
- (c) Vehicle maintenance records.
- (d) Deployment planning reports.
- (e) Continuing education and certification records documenting training compliance.
- (f) Summary of clinical/service inquiries and resolutions.
- (g) Verification of Drug Free Workplace policy.

Section 17. Outside Work – Contractor shall not be prohibited from doing other work provided the services do not detract from Contractor's responsibilities to the County under the Agreement.

Section 18. Performance Penalties. For each month that the Contractor fails to meet the prescribed monthly Response Time Standards for Emergency responses, the Carroll County E-911 User Board shall investigate the cause of the failure and after a confirmation of a failure may make a recommendation to the Carroll County Board of Commissioners for action. The Carroll County Board of Commissioners may set penalties according to the recommended range listed below, for not meeting the prescribed Response Time Requirement.

1 <sup>st</sup> Offense	\$1,000.00
2 <sup>nd</sup> Offense	\$5,000.00
3 <sup>rd</sup> Offense	\$10,000.00
4 <sup>th</sup> Offense	Amount up to one month's subsidy and/or termination

In the event this contract is renewed for a fiscal year, and beginning July 1<sup>st</sup> of the successive fiscal year, number of offenses shall not carry over to any successive fiscal year, and shall restart anew.

Section 19. Disaster Response. During a declared disaster, as determined by an agency of government or the Contractor, either locally or in neighboring jurisdiction, the normal course of business

under the Agreement shall be interrupted from the moment the disaster situation is made known to the Contractor. Immediately upon such notification, the Contractor shall commit such resources as are necessary and appropriate, given the nature of the disaster, and shall assist in accordance with disaster plans and protocols applicable in the locality where the disaster has occurred. The disaster related provisions of the Agreement are as follows:

(a) The contractor shall follow the guidelines established for EMS in the County's Emergency Operations Plan.

(b) During such periods, the Contractor shall be released from Response Time Standards, including penalties, until notified by the County's authorized representative that disaster assistance may be terminated.

(c) When disaster assistance by the Contractor has been terminated, the Contractor shall resume normal operations under the Agreement as rapidly as is practical considering exhaustion of personnel, need for restocking, and other relevant considerations.

(d) During the course of the disaster, the Contractor shall use best efforts to provide local ambulance coverage and, if appropriate and in consultation with the County, suspend scheduled and if necessary, urgent responses, informing persons requesting such service of the reason for the temporary suspension.

(e) At the conclusion of such disaster assistance during declared disasters, the Contractor shall determine its direct marginal costs incurred during the disaster which were not reimbursed under its normal compensation mechanisms and shall present such cost statement to the County for review and, if appropriate, reimbursement.

Section 20. Good Faith. Contractor shall not reduce services to increase profits.

Section 21. Miscellaneous Provisions.

(a) Audits and Inspections. Subject to the provision of proper notice, at any time during normal business hours, and as often as necessary, officers, representatives or agent of Carroll County, to include the EMS Review Committee, may conduct an audit, and the Contractor shall make available to

the County documents and information with respect to matters covered by the Agreement. The County shall provide at least seventy-two (72) hours notice to the Contractor of its intention to conduct an audit under this paragraph, which notice shall be in writing to an authorized representative designated by Contractor. Contractor shall upon request provide a certification to the EMS Review Committee that all emergency vehicles were operational at all times during the preceding year. The certification shall also state whether the Contractor's emergency vehicles were compliant with the terms of the Agreement and the Specifications. If certain emergency vehicles were not operational at all times, Contractor shall, as an exception to the certification requirement, identify the emergency vehicle(s) that was not operational and the approximate day and times that the vehicle(s) was not operational.

(b) **Right and Remedies Not Waived.** Payment under this Agreement shall not be a waiver by the County of any claims for breach or default.

Section 22. Provisions Governing Breach of Agreement. The County, in its sole discretion, shall determine, after consideration of any special conditions, whether a breach or material breach of this Agreement has occurred.

(a) In the event the County determines that a material breach has occurred, and after the Contractor has been given notice, the County may exercise any of the remedies provided to it in the Agreement or by law including, but not limited to the right to terminate this Agreement.

(b) In the event the County determines that a breach has occurred, and if said breach is curable, the Contractor shall be given notice to correct the breach within 10 days. If contractor fails after being given such notice, the County may exercise any of the remedies provided to it in the Agreement or by law, including but not limited to, the right to terminate the Agreement.

(c) In the event any portion of these Specifications conflict with O.C.G.A. §§ 31-11-1, et. seq., as amended, Georgia Department of Human Resources Regulations Chapter 290-5-30 et. seq., or other minimum standards as required for emergency ambulance and medical services of the State of Georgia, and any of the rules and regulations as promulgated by the Department of Human

Resources, said minimum standards of laws, rules and regulations of the State of Georgia shall control, and the Contractor agrees to meet at all times the minimum standards required by law.

(d) The County shall have the sole option of terminating this Agreement upon ten (10) days written notice to the Contractor in the event that District Four Health Services, a division of Georgia Department of Human Resources, suspends or revokes the Contractor's zone privileges and awards the zoning assignment for Carroll County to another provider who is not named as Contractor in this agreement.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have hereunto set their seals in triplicate, each of which shall be considered an original, on the 28 day of June, 2018.

BOARD OF COMMISSIONERS  
OF CARROLL COUNTY, GEORGIA

BY: Marty W. Smith  
Marty W. Smith, Chairman  
Board of Commissioners

ATTEST: Susan C. Mabry  
Susan Mabry, Clerk

(COUNTY SEAL)

WEST GEORGIA AMBULANCE, INC.

BY: Steve R. Adams  
Steve R. Adams, President and Secretary

ATTEST: N/A  
Corporate Secretary

(CORPORATE SEAL)



**SERVICE DELIVERY STRATEGY**

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

**Instructions:**

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

**COUNTY: CARROLL**

**Service: EXTENSION SERVICE**

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

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **CARROLL 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.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
CARROLL COUNTY	GENERAL FUND, STATE FUNDS

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

Only the description of this service has been updated, corrected, and revised, the actual mechanisms for delivering the service remains unchanged. Restated description is attached.

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
SERVICE DELIVERY AGREEMENT	CARROLL COUNTY - ALL CITIES	SEPTEMBER 1999 - CURRENT

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?

SAME AS #5

7. Person completing form: **SUSAN A. MABRY, COUNTY CLERK**  
 Phone number: **770-830-5800**      Date completed: OCTOBER 24, 2018

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:

## *Carroll County Service Delivery Strategy*

### **EXTENSION SERVICE**

The Carroll County Extension Service provides this service county-wide. The Extension Service is a part of the University System of Georgia and receives some state funding. A cooperative agreement exists between Carroll County and the Extension Service to provide educational and technical services to homeowners and businesses in the areas of agricultural, horticultural, environment, family consumer sciences, and youth 4-H programs. Funding is provided from the County General Fund and state funding.



**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: CARROLL**

**Service: FIRE PROTECTION**

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.): **CARROLL COUNTY AND THE CITIES OF CARROLLTON AND BREMEN WILL BE PROVIDING FIRE PROTECTION SERVICES ACCORDING TO THE ATTACHED MAP.**

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>
CARROLL COUNTY	GENERAL FUND
CITY OF BREMEN	GENERAL FUND
CITY OF CARROLLTON	GENERAL FUND, INTERGOVERNMENTAL CONTRACT WITH CARROLL CO

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

Effective in 2018, property located in the Carroll County portion of the City of Bremen will receive a millage rate credit for fire services provided by the City of Bremen.

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>
Service Delivery Agreement	Carroll County and All Cities	November 2012
Intergovernmental Agreement	Carroll County and the City of Carrollton	2013 - 2022
Reciprocal Mutual Aid Pact	Carroll County and the City of Carrollton	2013 - 2022
Intergovernmental Agreement	Carroll County and All Cities (Except Carrollton)	1998 - 2048

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?

SAME AS #5

7. Person completing form: **SUSAN A. MABRY, COUNTY CLERK**  
 Phone number: **770-830-5800**      Date completed: OCTOBER 24, 2018

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:

# *Carroll County Service Delivery Strategy*

## **FIRE PROTECTION**

Carroll County provides fire services to all of unincorporated Carroll County and to the cities of Bowdon, Mount Zion, Roopville, Temple, Villa Rica, and Whitesburg under intergovernmental agreements for \$1.00 per year and extending fifty years. In providing this service, the Carroll County Fire Department operates fifteen fire stations and a fire headquarters with appropriate equipment and manpower.

The City of Carrollton provides fire services to the incorporated area of Carrollton and to a designated fire district in the unincorporated Carroll County under an intergovernmental agreement with Carroll County. The City of Carrollton operates four fire stations with appropriate equipment and manpower. Pursuant to an intergovernmental agreement, the City of Carrollton and the Carroll County Fire Department have a reciprocal Automatic and Mutual Aid pact. The City of Carrollton and the Carroll County Fire Departments also participate in a regional Hazardous Materials Response Program headquartered in the City of Carrollton.

As Carroll County and its cities continue to grow and the respective fire services expand, great care should be exercised in closely coordinating the location of any new fire stations and the allocation of resources for equipment/apparatus between the fire service providers in the County. The Departments should consult regularly and routinely on these and other matters, study and evaluate potential growth patterns, and plan to allocate all resources (manpower, facilities and equipment) in a manner so as to maximize coverage, response, and effectiveness.

Fire services are paid from the County General Fund for all unincorporated areas and for the cities of Bowdon, Mount Zion, Roopville, Temple, Villa Rica and Whitesburg. The Carroll County taxpayers located within the City of Carrollton and the City of Bremen will receive a millage rate credit for fire services provided within their respective city limits.

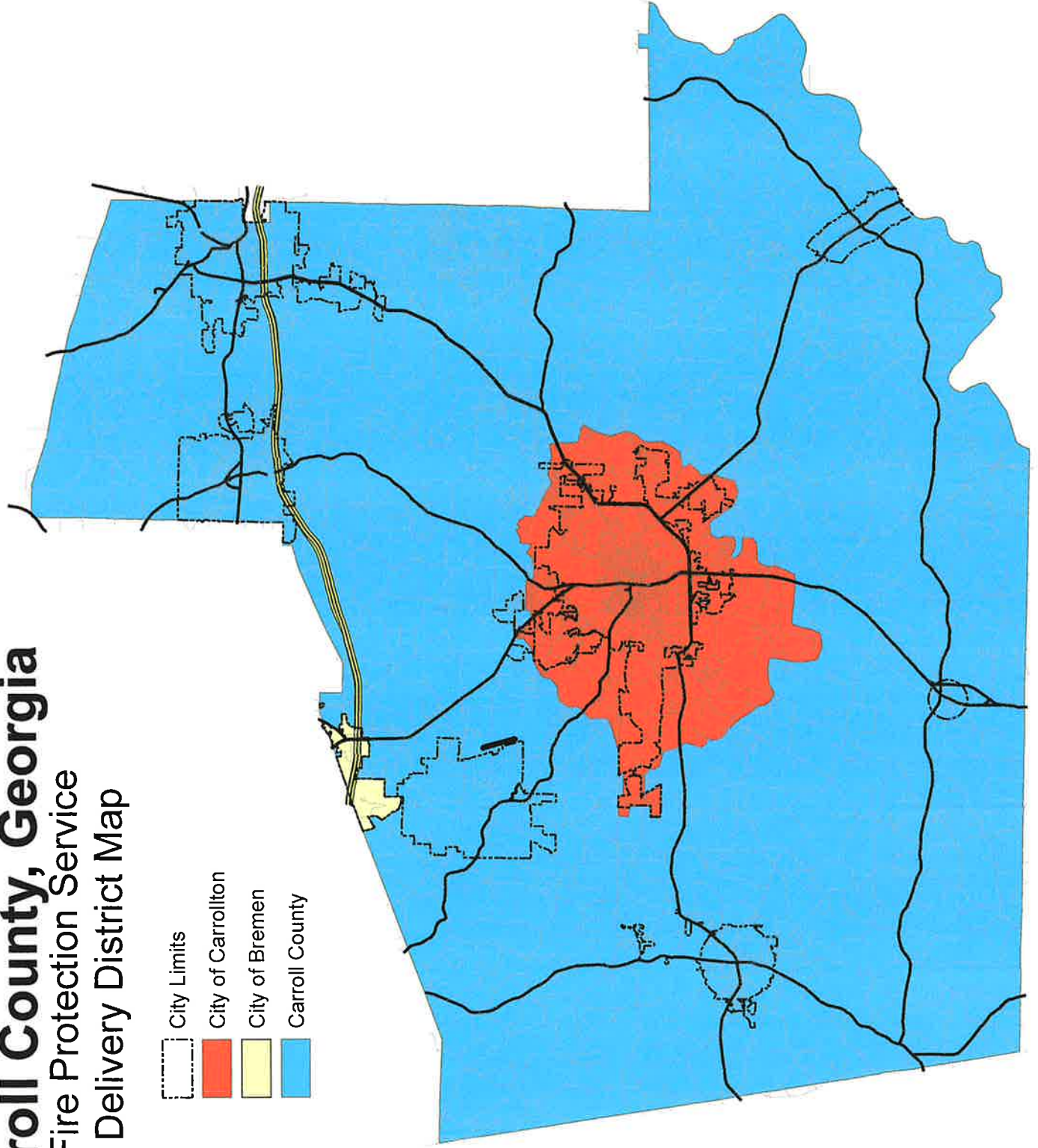
The attached Fire Protection Service Map shows the fire service delivery areas for the City of Carrollton, the City of Bremen and Carroll County.

# Carroll County, Georgia

## Fire Protection Service

### Delivery District Map

- City Limits
- City of Carrollton
- City of Bremen
- Carroll County



STATE OF GEORGIA

COUNTY OF CARROLL

INTERGOVERNMENTAL AGREEMENT FOR PROVISION OF FIRE  
PROTECTION, EMERGENCY MANAGEMENT AND EMERGENCY  
MEDICAL SERVICES

THIS AGREEMENT, made and entered into between CARROLL COUNTY, GEORGIA, a political subdivision of the state of Georgia, (hereinafter referred to as the "COUNTY"), acting by and through its Board of Commissioners, and the CITY of Bowdon, Georgia, a municipal corporation of the State of Georgia ( hereinafter referred to as the "CITY"), by and through its City Council.

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WHEREAS, Carroll County Fire Rescue and Emergency Management Agency provides the following services within Carroll County:

1. Protection of life and property against fire, explosives, hazardous materials, electrical hazards and natural and man made disasters.
2. Detection and prevention of arson;
3. Administration and enforcement of codes, laws, ordinances, rules and regulations related to the prevention and suppression of fires, explosions and injuries from hazardous materials and explosions and the protection of life and property from such hazards;
4. Education of public in fire prevention and safety, and disaster preparedness
5. Provision of emergency medical services and rescue assistance
6. Provision of Emergency Management Services; and
7. Performance of any other services as provided by law;

WHEREAS, the City does not currently provide fire protection services within its municipal boundaries;

WHEREAS, the County may not exercise its supplementary power of fire protection and emergency management within a municipal boundary without a written or oral contract pursuant to the Georgia Constitution, Article IX, Section II, Paragraph 111(b)(1) and O.C.G.A. 25-3-5;

WHEREAS, the City warrants that it is a legally existing municipal corporation and that all services contemplated by this agreement are authorized by its City Charters;

WHEREAS, the County and City now desire to enter into a written agreement to authorize Carroll County Fire Rescue and Emergency Management Agency to exercise the power of fire protection and emergency management within the area of Carroll County incorporated by the City.

NOW, THEREFORE, in consideration of ONE DOLLAR (\$1.00), the receipt of which is acknowledged, and in consideration of the mutual covenants and promises contained herein, the COUNTY and CITY agree as follows:

1. Term. The term of the Agreement shall commence on the 1st day of July, 1998, and shall continue for a period not to exceed 50 years on accordance with the Georgia Constitution, Article IX, Section III, Paragraph I, unless terminated prior to that date as set out hereinafter.

2. Termination. This Agreement may be terminated at any time, with or without cause, by either party upon one (1) year's written notice. Unless otherwise, if notice to terminate is given, the County will continue to provide the contracted for services to the City for all services given through the end of the day of the one (1) year period. This Agreement shall then terminate and expire on the final day of the one (1) year period and each party's obligations hereunder shall cease therewith.

3. Notice. All notice required or permitted to be given under this Agreement shall be given by certified mail, return receipt requested to the parties at the following addresses, or to such other addresses as either may designate in writing:

A. Notice to the County:

Carroll County Board of Commissioners  
423 College Street  
Carrollton, GA 30117  
Attention: Susan Mabry, County Clerk

b. Notice to the City:

Bowdon City Hall  
136 City Hall Ave.  
Bowdon, GA. 30108  
Attention: Ted Wadsworth, City Manager



4. Services. Carroll County Fire Rescue and Emergency Management Agency will provide the same services to the incorporated Carroll County as provided to the unincorporated area. These services include, but are not limited to the following:

1. Protection of life and property against fire, explosives, hazardous materials, electrical hazards and natural and man made disasters.
  2. Detection and prevention of arson;
  3. Administration and enforcement of codes, laws, ordinances, rules and regulations related to the prevention and suppression of fires, explosions and injuries from hazardous materials and explosions and the protection of life and property from such hazards;
  4. Education of public in fire prevention and safety, and disaster preparedness
- 
5. Provision of emergency medical services and rescue assistance
  6. Provision of Emergency Management Services; and
  7. Performance of any other services as provided by law;

5. Employees. The employees of Carroll County shall remain the employees of Carroll County. At all times, the County will have final and binding authority over its employees. The City will have no authority to discipline or direct any County employee directly. All direction from the City to the employees of the County shall be given through the Chairman of the Board of Commissioners, or if no Chairman is available, through the Board of Commissioners. County employees will not be required to work any overtime or attend any meetings of the City unless specifically authorized in advance by the County, through the Chairman of the Board of Commissioners. In providing the services contemplated in this Agreement, County employees will use their professional judgement and perform services in accordance with the adopted codes and ordinances and in accordance with generally accepted practices and principles of their field. Should the City desire not to accept the judgement of a County employee or desire a variance to regular procedure, it must be submitted in writing and signed by a majority of the City Council. The City expressly accepts any and all liability for such action and shall indemnify and hold the County and its employees harmless.

6. Entire Agreement. This Agreement embodies and sets forth all the binding provisions and understanding between the parties relative to the fire protection for the City. There are no provisions, understandings, representations or inducements, either oral or written, between the parties other than those herein above set forth. It is further understood and agreed that no subsequent alterations, amendments, modifications, changes or additions to this Agreement shall

be binding upon the parties hereto unless the same is reduced to writing and signed, sealed and delivered by the parties to this Agreement. Additionally, should the City desire that the County administer or enforce a code and/or ordinance other than the above listed, impose a fee inconsistent with the County's established fees, or desire a service from the County not specifically contemplated in this Amendment, it must be done in a separate agreement or in duly executed written amendment to the Agreement.

7. **Governing Law.** This Agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with laws of the State of Georgia.

8. **Severability.** If any provision of this Agreement is declared invalid or unenforceable, it shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect and be construed and enforced as if such provision had not been included.

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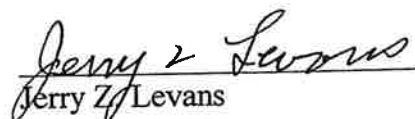
IN WITNESS WHEREOF, the parties have affixed their signatures and seals on the day and the year first written above.

CARROLL COUNTY, GEORGIA  
BOARD OF COMMISSIONERS


  
JACK T. BELL, CHAIRMAN

  
Trent T. North

  
David S. Turner


  
Jerry Z. Levans

  
Dan P. McBrayer

  
Dr. Rulon B. Johnson

  
J. Carl Rooks Sr.

CITY OF Bowdon, GEORGIA  
CITY COUNCIL

  
DAVID BARROW, MAYOR  
(as authorized by vote of the Bowdon  
City Council on behalf of the City)

Attest:

  
City Clerk

Attest:

  
Susan Mabry, County Clerk

## CARROLL CITY/COUNTY FIRE AGREEMENT

GEORGIA, CARROLL COUNTY

THIS AGREEMENT, made and entered into on the date hereinafter stated by and between the MAYOR AND CITY COUNCIL OF CARROLLTON, hereinafter referred to as "CITY," its Successors and Assigns, and CARROLL COUNTY, hereinafter referred to as "COUNTY," its Successors and Assigns, political subdivisions of the State of Georgia. This Agreement shall be known as the "FIRE SERVICES AGREEMENT."

### GENERAL PURPOSE

Each of the parties to this Agreement operate and provide general fire fighting and prevention services within their respective jurisdictions. Considering the concentration of population and buildings within the City of Carrollton and the immediate area surrounding its City limits and the less populated areas of Carroll County, each agree that it would best serve the population and property of the City and County to provide for mutual aid fire protection and other contractual agreements as hereinafter provided.

### TERM

This Fire Services Agreement shall begin July 1, 2000, and terminate on June 30, 2005, unless terminated as hereinafter provided.

### TERMINATION

This contract may be terminated at will by either party with one years advance notice. Said notice must be in writing and received by the other party at least twelve months prior to the proposed termination date.

### AGREEMENT ADJUSTMENTS

The parties acknowledge that with shifting population, emerging fire fighting technology, and similar factors it may be necessary to amend or adjust this Agreement during its normal term and that they will, at the request of either party, consider adjusting any of the terms of this Agreement that they mutually agree require adjustment and that neither will unreasonably withhold their Agreement to such adjustments.

## OBLIGATIONS OF THE CITY

Within the “Fire Service Protection Area,” which is an area contiguous to the City limits of the City of Carrollton and lying within Carroll County, the City shall provide fire services equal to that provided within its territorial limits. Under normal operating conditions and in the absence of mechanical problems, the City shall maintain and service a minimum of three fire stations housing three pumpers, three reserve pumpers, and one ninety foot aerial tower. The stations shall, under normal operating conditions, be manned by a minimum total of twelve fire fighters on duty at all times.

The City will, on approval of its Fire Chief or his designee, make available to the County reserve apparatus and equipment to be staffed by County fire fighters should the same be required for reason of an emergency or should County fire fighting equipment be out of service.

The City shall map the locations, test, paint, and maintain records of all fire hydrants within the fire service area. This obligation shall not include repair of the hydrants or the water lines serving them.

The City will conduct fire safety classes and fire education for schools, places of business, and medical care facilities within the fire protection area.

The City will, upon request of the County Fire Chief, provide technical fire inspections, technical advice, and code enforcement to persons or property within the fire protection area and also at any other location within Carroll County upon the approval of the Fire Chief of the City. The provision of this service outside the fire protection area would be subject to time and personnel limitations.

The City will cause all fires in the fire protection area to be investigated, paying particular attention to suspicious fires and/or fires that are suspected to be arson. The City will work with the appropriate law enforcement agencies so that these crimes may be solved and the perpetrators prosecuted.

When applicable and upon request, the City will provide pre-fire planning of the fire protection area for businesses, schools, and churches so that fire fighting may be more efficient and records maintained.

The City will offer assistance in training and will permit County fire fighters to attend City fire training sessions so that the personnel of each department may learn and be able to work together efficiently and to have a mutual knowledge and understanding of the equipment of each department.

The City will assist the County in seeking to lower the insurance classification of that protected area of the County falling within the City's jurisdiction.

The City will make available to the County for use in any area of the County, subject to the approval of the City Fire Chief or his designee, Ladder Company #21, consisting of a ninety foot aerial tower staffed with a fire fighting crew and one pumper staffed with a fire fighting crew. In extreme instances and at the request of the County Fire Chief or his assistants, and upon authorization by the City Fire Chief or his designee on duty, the City will call in off duty City Fire Fighters to staff reserve equipment to assist in any area of the County.

The City Fire Chief or the senior assistant on duty shall be on call at all times to assist the County Fire Department.

The City will upon request offer assistance of any City Fire Department instructor, inspector, or investigator for any reasonable assignment anywhere within Carroll County.

#### OBLIGATIONS OF THE COUNTY

For each year of this Contract Agreement the amount the County shall reimburse the City shall be \$582,180. The County shall reimburse the City on a quarterly basis.

The County shall provide the services of Air Truck #4 to the City as needed and requested.

#### MUTUAL AID

The City and County will provide "Mutual Aid" each to the other for fire fighting and training which shall be provided upon request and upon approval by the Fire Chief or the Senior Officer on duty for the City or County, whichever is providing the service. This mutual aid shall include the availability of senior officers of each party and use of Ladder Company #21 (90 foot aerial tower) of the City of Carrollton staffed by a fire fighting crew and one pumper staffed with a fire fighting crew. Each shall upon request of the other and upon approval of the Senior Officer on duty call in off duty fire fighters to staff reserve equipment of either party to combat a fire or emergency located anywhere in Carroll County.

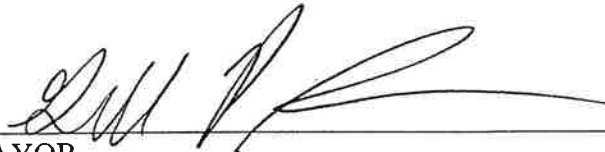
#### FIRE SERVICE PROTECTION AREA

This area shall consist of the contiguous area to the City limits of the City of Carrollton as identified on the attached Exhibit "A" and marked in yellow thereon.

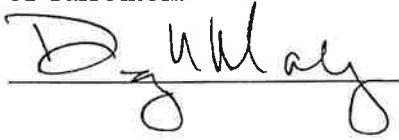
Executed under the Hands and Seals by the authorized representatives of the parties, and in the continued interest of life and fire safety, and protection of property for the citizens of the City of Carrollton and Carroll County, Georgia.

Executed in duplicate originals on the 14<sup>th</sup> day of March, 2000.

**MAYOR AND CITY COUNCIL OF CARROLLTON**

  
\_\_\_\_\_  
MAYOR

Witness as to  
Mayor and City Council  
of Carrollton:

  
\_\_\_\_\_

  
\_\_\_\_\_  
City Clerk (SEAL)

**CARROLL COUNTY**

  
\_\_\_\_\_  
Chairman of County Commission

Witness as to  
Carroll County:

  
\_\_\_\_\_

  
\_\_\_\_\_  
Clerk (SEAL)  
Carroll County Commission

STATE OF GEORGIA

COUNTY OF CARROLL

INTERGOVERNMENTAL AGREEMENT FOR PROVISION OF FIRE PROTECTION, EMERGENCY MANAGEMENT AND EMERGENCY MEDICAL SERVICES

THIS AGREEMENT, made and entered into between CARROLL COUNTY, GEORGIA, a political subdivision of the state of Georgia, (hereinafter referred to as the "COUNTY"), acting by and through its Board of Commissioners, and the CITY of Mt. Zion, Georgia, a municipal corporation of the State of Georgia ( hereinafter referred to as the "CITY"), by and through its City Council.

WHEREAS, Carroll County Fire Rescue and Emergency Management Agency provides the following services within Carroll County:

1. Protection of life and property against fire, explosives, hazardous materials, electrical hazards and natural and man made disasters.
2. Detection and prevention of arson;
3. Administration and enforcement of codes, laws, ordinances, rules and regulations related to the prevention and suppression of fires, explosions and injuries from hazardous materials and explosions and the protection of life and property from such hazards;
4. Education of public in fire prevention and safety, and disaster preparedness
5. Provision of emergency medical services and rescue assistance
6. Provision of Emergency Management Services; and
7. Performance of any other services as provided by law;

WHEREAS, the City does not currently provide fire protection services within its municipal boundaries;

WHEREAS, the County may not exercise its supplementary power of fire protection and emergency management within a municipal boundary without a written or oral contract pursuant to the Georgia Constitution, Article IX, Section II, Paragraph 111(b)(1) and O.C.G.A. 25-3-5;



WHEREAS, the City warrants that it is a legally existing municipal corporation and that all services contemplated by this agreement are authorized by its City Charters;

WHEREAS, the County and City now desire to enter into a written agreement to authorize Carroll County Fire Rescue and Emergency Management Agency to exercise the power of fire protection and emergency management within the area of Carroll County incorporated by the City.

NOW, THEREFORE, in consideration of ONE DOLLAR (\$1.00), the receipt of which is acknowledged, and in consideration of the mutual covenants and promises contained herein, the COUNTY and CITY agree as follows:

1. Term. The term of the Agreement shall commence on the 1st day of July, 1998, and shall continue for a period not to exceed 50 years on accordance with the Georgia Constitution, Article IX, Section III, Paragraph I, unless terminated prior to that date as set out hereinafter.

---

2. Termination. This Agreement may be terminated at any time, with or without cause, by either party upon one (1) year's written notice. Unless otherwise, if notice to terminate is given, the County will continue to provide the contracted for services to the City for all services given through the end of the day of the one (1) year period. This Agreement shall then terminate and expire on the final day of the one (1) year period and each party's obligations hereunder shall cease therewith.

3. Notice. All notice required or permitted to be given under this Agreement shall be given by certified mail, return receipt requested to the parties at the following addresses, or to such other addresses as either may designate in writing:

A. Notice to the County:

Carroll County Board of Commissioners  
423 College Street  
Carrollton, GA 30117  
Attention: Susan Mabry, County Clerk

b. Notice to the City:

Mt. Zion City Hall  
P.O. Box 597  
Mt. Zion, GA. 30150  
Attention: Clyde McWhorter, Mayor

4. Services. Carroll County Fire Rescue and Emergency Management Agency will provide the same services to the incorporated Carroll County as provided to the unincorporated area. These services include, but are not limited to the following:

1. Protection of life and property against fire, explosives, hazardous materials, electrical hazards and natural and man made disasters.
2. Detection and prevention of arson;
3. Administration and enforcement of codes, laws, ordinances, rules and regulations related to the prevention and suppression of fires, explosions and injuries from hazardous materials and explosions and the protection of life and property from such hazards;
4. Education of public in fire prevention and safety, and disaster preparedness

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5. Provision of emergency medical services and rescue assistance
6. Provision of Emergency Management Services; and
7. Performance of any other services as provided by law;

5. Employees. The employees of Carroll County shall remain the employees of Carroll County. At all times, the County will have final and binding authority over its employees. The City will have no authority to discipline or direct any County employee directly. All direction from the City to the employees of the County shall be given through the Chairman of the Board of Commissioners, or if no Chairman is available, through the Board of Commissioners. County employees will not be required to work any overtime or attend any meetings of the City unless specifically authorized in advance by the County, through the Chairman of the Board of Commissioners. In providing the services contemplated in this Agreement, County employees will use their professional judgement and perform services in accordance with the adopted codes and ordinances and in accordance with generally accepted practices and principles of their field. Should the City desire not to accept the judgement of a County employee or desire a variance to regular procedure, it must be submitted in writing and signed by a majority of the City Council. The City expressly accepts any and all liability for such action and shall indemnify and hold the County and its employees harmless.

6. Entire Agreement. This Agreement embodies and sets forth all the binding provisions and understanding between the parties relative to the fire protection for the City. There are no provisions, understandings, representations or inducements, either oral or written, between the parties other than those herein above set forth. It is further understood and agreed that no

subsequent alterations, amendments, modifications, changes or additions to this Agreement shall be binding upon the parties hereto unless the same is reduced to writing and signed, sealed and delivered by the parties to this Agreement. Additionally, should the City desire that the County administer or enforce a code and/or ordinance other than the above listed, impose a fee inconsistent with the County's established fees, or desire a service from the County not specifically contemplated in this Amendment, it must be done in a separate agreement or in duly executed written amendment to the Agreement.

7. **Governing Law.** This Agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with laws of the State of Georgia.

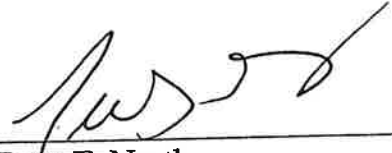
8. **Severability.** If any provision of this Agreement is declared invalid or unenforceable, it shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect and be construed and enforced as if such provision had not been included.


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IN WITNESS WHEREOF, the parties have affixed their signatures and seals on the day and the year first written above.

CARROLL COUNTY, GEORGIA  
BOARD OF COMMISSIONERS

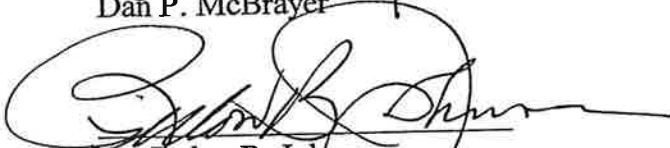
  
JACK T. BELL, CHAIRMAN

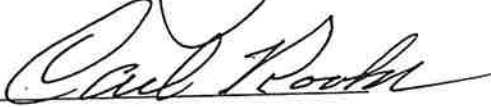
  
Trent T. North

  
David S. Turner


  
Jerry Z. Levans

  
Dan P. McBrayer

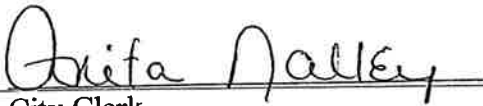
  
Dr. Kulon B. Johnson

  
J. Carl Rooks Sr.


CITY OF Mt. Zion, GEORGIA  
CITY COUNCIL

  
CLYDE MCWHORTER, MAYOR  
(as authorized by vote of the Mt. Zion  
City Council on behalf of the City)

Attest:

  
Anita Nalley  
City Clerk

Attest:

  
Susan Mabry, County Clerk

STATE OF GEORGIA

COUNTY OF CARROLL

INTERGOVERNMENTAL AGREEMENT FOR PROVISION OF FIRE  
PROTECTION, EMERGENCY MANAGEMENT AND EMERGENCY  
MEDICAL SERVICES

THIS AGREEMENT, made and entered into between CARROLL COUNTY, GEORGIA, a political subdivision of the state of Georgia, (hereinafter referred to as the "COUNTY"), acting by and through its Board of Commissioners, and the CITY of Roopville, Georgia, a municipal corporation of the State of Georgia ( hereinafter referred to as the "CITY"), by and through its City Council.

---

WHEREAS, Carroll County Fire Rescue and Emergency Management Agency provides the following services within Carroll County:

1. Protection of life and property against fire, explosives, hazardous materials, electrical hazards and natural and man made disasters.
2. Detection and prevention of arson;
3. Administration and enforcement of codes, laws, ordinances, rules and regulations related to the prevention and suppression of fires, explosions and injuries from hazardous materials and explosions and the protection of life and property from such hazards;
4. Education of public in fire prevention and safety, and disaster preparedness
5. Provision of emergency medical services and rescue assistance
6. Provision of Emergency Management Services; and
7. Performance of any other services as provided by law;

WHEREAS, the City does not currently provide fire protection services within its municipal boundaries;

WHEREAS, the County may not exercise its supplementary power of fire protection and emergency management within a municipal boundary without a written or oral contract pursuant to the Georgia Constitution, Article IX, Section II, Paragraph 111(b)(1) and O.C.G.A. 25-3-5;

WHEREAS, the City warrants that it is a legally existing municipal corporation and that all services contemplated by this agreement are authorized by its City Charters;

WHEREAS, the County and City now desire to enter into a written agreement to authorize Carroll County Fire Rescue and Emergency Management Agency to exercise the power of fire protection and emergency management within the area of Carroll County incorporated by the City.

NOW , THEREFORE, in consideration of ONE DOLLAR (\$1.00), the receipt of which is acknowledged, and in consideration of the mutual covenants and promises contained herein, the COUNTY and CITY agree as follows:

1. Term. The term of the Agreement shall commence on the 1st day of July, 1998, and shall continue for a period not to exceed 50 years on accordance with the Georgia Constitution, Article IX, Section III, Paragraph I, unless terminated prior to that date as set out hereinafter.

2. Termination. This Agreement may be terminated at any time, with or without cause, by either party upon one (1) year's written notice. Unless otherwise, if notice to terminate is given, the County will continue to provide the contracted for services to the City for all services given through the end of the day of the one (1) year period. This Agreement shall then terminate and expire on the final day of the one (1) year period and each party's obligations hereunder shall cease therewith.

3. Notice. All notice required or permitted to be given under this Agreement shall be given by certified mail, return receipt requested to the parties at the following addresses, or to such other addresses as either may designate in writing:

A. Notice to the County:

Carroll County Board of Commissioners  
423 College Street  
Carrollton, GA 30117  
Attention: Susan Mabry , County Clerk

b. Notice to the City:

Roopville City Hall  
P.O. Box 165  
Roopville, GA. 30170  
Attention: Bob Merrell, Mayor

4. **Services.** Carroll County Fire Rescue and Emergency Management Agency will provide the same services to the incorporated Carroll County as provided to the unincorporated area. These services include, but are not limited to the following:

1. Protection of life and property against fire, explosives, hazardous materials, electrical hazards and natural and man made disasters.
  2. Detection and prevention of arson;
  3. Administration and enforcement of codes, laws, ordinances, rules and regulations related to the prevention and suppression of fires, explosions and injuries from hazardous materials and explosions and the protection of life and property from such hazards;
  4. Education of public in fire prevention and safety, and disaster preparedness
- 
5. Provision of emergency medical services and rescue assistance
  6. Provision of Emergency Management Services; and
  7. Performance of any other services as provided by law;

5. **Employees.** The employees of Carroll County shall remain the employees of Carroll County. At all times, the County will have final and binding authority over its employees. The City will have no authority to discipline or direct any County employee directly. All direction from the City to the employees of the County shall be given through the Chairman of the Board of Commissioners, or if no Chairman is available, through the Board of Commissioners. County employees will not be required to work any overtime or attend any meetings of the City unless specifically authorized in advance by the County, through the Chairman of the Board of Commissioners. In providing the services contemplated in this Agreement, County employees will use their professional judgement and perform services in accordance with the adopted codes and ordinances and in accordance with generally accepted practices and principles of their field. Should the City desire not to accept the judgement of a County employee or desire a variance to regular procedure, it must be submitted in writing and signed by a majority of the City Council. The City expressly accepts any and all liability for such action and shall indemnify and hold the County and its employees harmless.

6. **Entire Agreement.** This Agreement embodies and sets forth all the binding provisions and understanding between the parties relative to the fire protection for the City. There are no provisions, understandings, representations or inducements, either oral or written, between the parties other than those herein above set forth. It is further understood and agreed that no subsequent alterations, amendments, modifications, changes or additions to this Agreement shall

be binding upon the parties hereto unless the same is reduced to writing and signed, sealed and delivered by the parties to this Agreement. Additionally, should the City desire that the County administer or enforce a code and/or ordinance other than the above listed, impose a fee inconsistent with the County's established fees, or desire a service from the County not specifically contemplated in this Amendment, it must be done in a separate agreement or in duly executed written amendment to the Agreement.

7. **Governing Law.** This Agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with laws of the State of Georgia.

8. **Severability.** If any provision of this Agreement is declared invalid or unenforceable, it shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect and be construed and enforced as if such provision had not been included.


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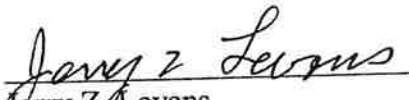
IN WITNESS WHEREOF, the parties have affixed their signatures and seals on the day and the year first written above.

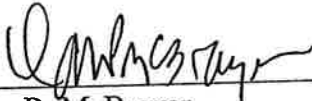
CARROLL COUNTY, GEORGIA  
BOARD OF COMMISSIONERS


  
JACK T. BELL, CHAIRMAN


  
Trent T. North

  
David S. Turner

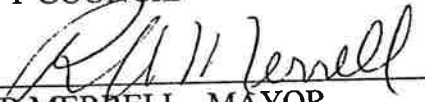
  
Jerry Z. Levans

  
Dan P. McBrayer

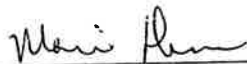
  
Dr. Kulon B. Johnson

  
J. Carl Rooks Sr.


CITY OF Roopville, GEORGIA  
CITY COUNCIL

  
BOB MERRELL, MAYOR  
(as authorized by vote of the Roopville  
City Council on behalf of the City)

Attest:

  
City Clerk

Attest:

  
Susan Mabry, County Clerk

STATE OF GEORGIA

COUNTY OF CARROLL

INTERGOVERNMENTAL AGREEMENT FOR PROVISION OF FIRE  
PROTECTION, EMERGENCY MANAGEMENT AND EMERGENCY  
MEDICAL SERVICES

THIS AGREEMENT, made and entered into between CARROLL COUNTY, GEORGIA, a political subdivision of the state of Georgia, (hereinafter referred to as the "COUNTY"), acting by and through its Board of Commissioners, and the CITY of Temple, Georgia, a municipal corporation of the State of Georgia ( hereinafter referred to as the "CITY"), by and through its City Council.

---

WHEREAS, Carroll County Fire Rescue and Emergency Management Agency provides the following services within Carroll County:

1. Protection of life and property against fire, explosives, hazardous materials, electrical hazards and natural and man made disasters.
2. Detection and prevention of arson;
3. Administration and enforcement of codes, laws, ordinances, rules and regulations related to the prevention and suppression of fires, explosions and injuries from hazardous materials and explosions and the protection of life and property from such hazards;
4. Education of public in fire prevention and safety, and disaster preparedness
5. Provision of emergency medical services and rescue assistance
6. Provision of Emergency Management Services; and
7. Performance of any other services as provided by law;

WHEREAS, the City does not currently provide fire protection services within its municipal boundaries;

WHEREAS, the County may not exercise its supplementary power of fire protection and emergency management within a municipal boundary without a written or oral contract pursuant to the Georgia Constitution, Article IX, Section II, Paragraph 111(b)(1) and O.C.G.A. 25-3-5;

WHEREAS, the City warrants that it is a legally existing municipal corporation and that all services contemplated by this agreement are authorized by its City Charters;

WHEREAS, the County and City now desire to enter into a written agreement to authorize Carroll County Fire Rescue and Emergency Management Agency to exercise the power of fire protection and emergency management within the area of Carroll County incorporated by the City.

NOW , THEREFORE, in consideration of ONE DOLLAR (\$1.00), the receipt of which is acknowledged, and in consideration of the mutual covenants and promises contained herein, the COUNTY and CITY agree as follows:

1. Term. The term of the Agreement shall commence on the 1st day of July, 1998, and shall continue for a period not to exceed 50 years on accordance with the Georgia Constitution, Article IX, Section III, Paragraph I, unless terminated prior to that date as set out hereinafter.

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2. Termination. This Agreement may be terminated at any time, with or without cause, by either party upon one (1) year's written notice. Unless otherwise, if notice to terminate is given, the County will continue to provide the contracted for services to the City for all services given through the end of the day of the one (1) year period. This Agreement shall then terminate and expire on the final day of the one (1) year period and each party's obligations hereunder shall cease therewith.

3. Notice. All notice required or permitted to be given under this Agreement shall be given by certified mail, return receipt requested to the parties at the following addresses, or to such other addresses as either may designate in writing:

A. Notice to the County:

Carroll County Board of Commissioners  
423 College Street  
Carrollton, GA 30117  
Attention: Susan Mabry , County Clerk

b. Notice to the City:

Temple City Hall  
P.O. Box 160  
Temple, GA. 30179  
Attention: Harry Shadrix, Mayor

4. **Services.** Carroll County Fire Rescue and Emergency Management Agency will provide the same services to the incorporated Carroll County as provided to the unincorporated area. These services include, but are not limited to the following:

1. Protection of life and property against fire, explosives, hazardous materials, electrical hazards and natural and man made disasters.
  2. Detection and prevention of arson;
  3. Administration and enforcement of codes, laws, ordinances, rules and regulations related to the prevention and suppression of fires, explosions and injuries from hazardous materials and explosions and the protection of life and property from such hazards;
  4. Education of public in fire prevention and safety, and disaster preparedness
- 
5. Provision of emergency medical services and rescue assistance
  6. Provision of Emergency Management Services; and
  7. Performance of any other services as provided by law;

5. **Employees.** The employees of Carroll County shall remain the employees of Carroll County. At all times, the County will have final and binding authority over its employees. The City will have no authority to discipline or direct any County employee directly. All direction from the City to the employees of the County shall be given through the Chairman of the Board of Commissioners, or if no Chairman is available, through the Board of Commissioners. County employees will not be required to work any overtime or attend any meetings of the City unless specifically authorized in advance by the County, through the Chairman of the Board of Commissioners. In providing the services contemplated in this Agreement, County employees will use their professional judgement and perform services in accordance with the adopted codes and ordinances and in accordance with generally accepted practices and principles of their field. Should the City desire not to accept the judgement of a County employee or desire a variance to regular procedure, it must be submitted in writing and signed by a majority of the City Council. The City expressly accepts any and all liability for such action and shall indemnify and hold the County and its employees harmless.

6. **Entire Agreement.** This Agreement embodies and sets forth all the binding provisions and understanding between the parties relative to the fire protection for the City. There are no provisions, understandings, representations or inducements, either oral or written, between the parties other than those herein above set forth. It is further understood and agreed that no subsequent alterations, amendments, modifications, changes or additions to this Agreement shall

be binding upon the parties hereto unless the same is reduced to writing and signed, sealed and delivered by the parties to this Agreement. Additionally, should the City desire that the County administer or enforce a code and/or ordinance other than the above listed, impose a fee inconsistent with the County's established fees, or desire a service from the County not specifically contemplated in this Amendment, it must be done in a separate agreement or in duly executed written amendment to the Agreement.

7. **Governing Law.** This Agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with laws of the State of Georgia.

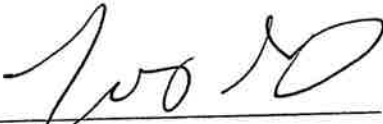
8. **Severability.** If any provision of this Agreement is declared invalid or unenforceable, it shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect and be construed and enforced as if such provision had not been included.


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IN WITNESS WHEREOF, the parties have affixed their signatures and seals on the day and the year first written above.

CARROLL COUNTY, GEORGIA  
BOARD OF COMMISSIONERS

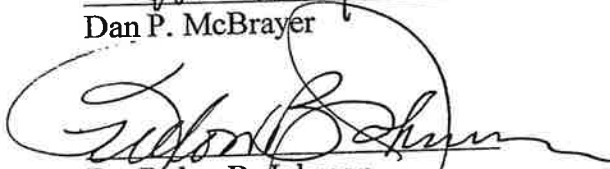
  
JACK T. BELL, CHAIRMAN

  
Trent T. North

  
David S. Turner

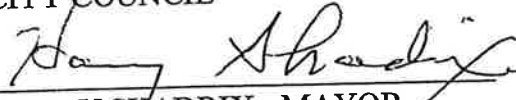
  
Jerry Z. Levans

  
Dan P. McBrayer


  
Dr. Rulon B. Johnson

  
J. Carl Rooks Sr.

CITY OF Temple, GEORGIA  
CITY COUNCIL

  
HARRY SHADRIX, MAYOR  
(as authorized by vote of the Temple  
City Council on behalf of the City)

Attest:

  
Patricia Cook  
City Clerk

Attest:

  
Susan Mabry, County Clerk

STATE OF GEORGIA

COUNTY OF CARROLL

INTERGOVERNMENTAL AGREEMENT FOR PROVISION OF FIRE PROTECTION, EMERGENCY MANAGEMENT AND EMERGENCY MEDICAL SERVICES

THIS AGREEMENT, made and entered into between CARROLL COUNTY, GEORGIA, a political subdivision of the state of Georgia, (hereinafter referred to as the "COUNTY"), acting by and through its Board of Commissioners, and the CITY of Villa Rica, Georgia, a municipal corporation of the State of Georgia ( hereinafter referred to as the "CITY"), by and through its City Council.

WHEREAS, Carroll County Fire Rescue and Emergency Management Agency provides the following services within Carroll County:

1. Protection of life and property against fire, explosives, hazardous materials, electrical hazards and natural and man made disasters.
2. Detection and prevention of arson;
3. Administration and enforcement of codes, laws, ordinances, rules and regulations related to the prevention and suppression of fires, explosions and injuries from hazardous materials and explosions and the protection of life and property from such hazards;
4. Education of public in fire prevention and safety, and disaster preparedness
5. Provision of emergency medical services and rescue assistance
6. Provision of Emergency Management Services; and
7. Performance of any other services as provided by law;

WHEREAS, the City does not currently provide fire protection services within its municipal boundaries;

WHEREAS, the County may not exercise its supplementary power of fire protection and emergency management within a municipal boundary without a written or oral contract pursuant to the Georgia Constitution, Article IX, Section II, Paragraph 111(b)(1) and O.C.G.A. 25-3-5;

WHEREAS, the City warrants that it is a legally existing municipal corporation and that all services contemplated by this agreement are authorized by its City Charters;

WHEREAS, the County and City now desire to enter into a written agreement to authorize Carroll County Fire Rescue and Emergency Management Agency to exercise the power of fire protection and emergency management within the area of Carroll County incorporated by the City.

NOW , THEREFORE, in consideration of ONE DOLLAR (\$1.00), the receipt of which is acknowledged, and in consideration of the mutual covenants and promises contained herein, the COUNTY and CITY agree as follows:

1. Term. The term of the Agreement shall commence on the 1st day of July, 1998, and shall continue for a period not to exceed 50 years on accordance with the Georgia Constitution, Article IX, Section III, Paragraph I, unless terminated prior to that date as set out hereinafter.

2. Termination. This Agreement may be terminated at any time, with or without cause, by either party upon one (1) year's written notice. Unless otherwise, if notice to terminate is given, the County will continue to provide the contracted for services to the City for all services given through the end of the day of the one (1) year period. This Agreement shall then terminate and expire on the final day of the one (1) year period and each party's obligations hereunder shall cease therewith.

3. Notice. All notice required or permitted to be given under this Agreement shall be given by certified mail, return receipt requested to the parties at the following addresses, or to such other addresses as either may designate in writing:

A. Notice to the County:

Carroll County Board of Commissioners  
423 College Street  
Carrollton, GA 30117  
Attention: Susan Mabry , County Clerk

b. Notice to the City:

Villa Rica City Hall  
571 W. Highway 78  
Villa Rica, GA. 30180  
Attention: Steve Russell, City Manager



4. Services. Carroll County Fire Rescue and Emergency Management Agency will provide the same services to the incorporated Carroll County as provided to the unincorporated area. These services include, but are not limited to the following:

1. Protection of life and property against fire, explosives, hazardous materials, electrical hazards and natural and man made disasters.
  2. Detection and prevention of arson;
  3. Administration and enforcement of codes, laws, ordinances, rules and regulations related to the prevention and suppression of fires, explosions and injuries from hazardous materials and explosions and the protection of life and property from such hazards;
  4. Education of public in fire prevention and safety, and disaster preparedness
- 
5. Provision of emergency medical services and rescue assistance
  6. Provision of Emergency Management Services; and
  7. Performance of any other services as provided by law;

5. Employees. The employees of Carroll County shall remain the employees of Carroll County. At all times, the County will have final and binding authority over its employees. The City will have no authority to discipline or direct any County employee directly. All direction from the City to the employees of the County shall be given through the Chairman of the Board of Commissioners, or if no Chairman is available, through the Board of Commissioners. County employees will not be required to work any overtime or attend any meetings of the City unless specifically authorized in advance by the County, through the Chairman of the Board of Commissioners. In providing the services contemplated in this Agreement, County employees will use their professional judgement and perform services in accordance with the adopted codes and ordinances and in accordance with generally accepted practices and principles of their field. Should the City desire not to accept the judgement of a County employee or desire a variance to regular procedure, it must be submitted in writing and signed by a majority of the City Council. The City expressly accepts any and all liability for such action and shall indemnify and hold the County and its employees harmless.

6. Entire Agreement. This Agreement embodies and sets forth all the binding provisions and understanding between the parties relative to the fire protection for the City. There are no provisions, understandings, representations or inducements, either oral or written, between the parties other than those herein above set forth. It is further understood and agreed that no subsequent alterations, amendments, modifications, changes or additions to this Agreement shall

be binding upon the parties hereto unless the same is reduced to writing and signed, sealed and delivered by the parties to this Agreement. Additionally, should the City desire that the County administer or enforce a code and/or ordinance other than the above listed, impose a fee inconsistent with the County's established fees, or desire a service from the County not specifically contemplated in this Amendment, it must be done in a separate agreement or in duly executed written amendment to the Agreement.

7. **Governing Law.** This Agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with laws of the State of Georgia.


8. **Severability.** If any provision of this Agreement is declared invalid or unenforceable, it shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect and be construed and enforced as if such provision had not been included.


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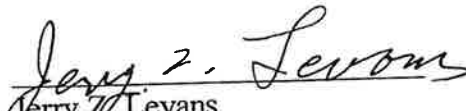
IN WITNESS WHEREOF, the parties have affixed their signatures and seals on the day and the year first written above.

CARROLL COUNTY, GEORGIA  
BOARD OF COMMISSIONERS

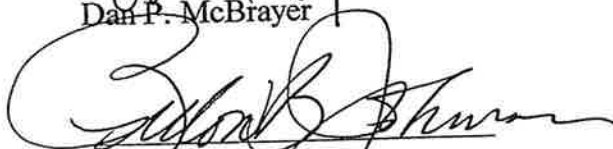
  
JACK T. BELL, CHAIRMAN


  
Trent T. North

  
David S. Turner


  
Jerry Z. Levans

  
Dan P. McBrayer

  
Dr. Rulon B. Johnson

  
J. Carl Rooks Sr.

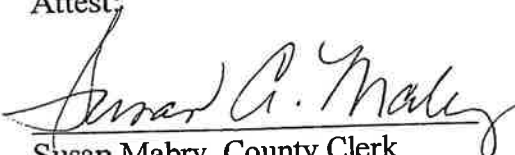
CITY OF Villa Rica, GEORGIA  
CITY COUNCIL

  
MONROE SPAKE, MAYOR  
(as authorized by vote of the Villa Rica  
City Council on behalf of the City)

Attest:

  
City Clerk

Attest:

  
Susan Mabry, County Clerk

STATE OF GEORGIA

COUNTY OF CARROLL

INTERGOVERNMENTAL AGREEMENT FOR PROVISION OF FIRE PROTECTION, EMERGENCY MANAGEMENT AND EMERGENCY MEDICAL SERVICES

THIS AGREEMENT, made and entered into between CARROLL COUNTY, GEORGIA, a political subdivision of the state of Georgia, (hereinafter referred to as the "COUNTY"), acting by and through its Board of Commissioners, and the CITY of Whitesburg, Georgia, a municipal corporation of the State of Georgia ( hereinafter referred to as the "CITY"), by and through its City Council.

WHEREAS, Carroll County Fire Rescue and Emergency Management Agency provides the following services within Carroll County:

1. Protection of life and property against fire, explosives, hazardous materials, electrical hazards and natural and man made disasters.
2. Detection and prevention of arson;
3. Administration and enforcement of codes, laws, ordinances, rules and regulations related to the prevention and suppression of fires, explosions and injuries from hazardous materials and explosions and the protection of life and property from such hazards;
4. Education of public in fire prevention and safety, and disaster preparedness
5. Provision of emergency medical services and rescue assistance
6. Provision of Emergency Management Services; and
7. Performance of any other services as provided by law;

WHEREAS, the City does not currently provide fire protection services within its municipal boundaries;

WHEREAS, the County may not exercise its supplementary power of fire protection and emergency management within a municipal boundary without a written or oral contract pursuant to the Georgia Constitution, Article IX, Section II, Paragraph 111(b)(1) and O.C.G.A. 25-3-5;

WHEREAS, the City warrants that it is a legally existing municipal corporation and that all services contemplated by this agreement are authorized by its City Charters;

WHEREAS, the County and City now desire to enter into a written agreement to authorize Carroll County Fire Rescue and Emergency Management Agency to exercise the power of fire protection and emergency management within the area of Carroll County incorporated by the City.

NOW, THEREFORE, in consideration of ONE DOLLAR (\$1.00), the receipt of which is acknowledged, and in consideration of the mutual covenants and promises contained herein, the COUNTY and CITY agree as follows:

1. Term. The term of the Agreement shall commence on the 1st day of October, 1998, and shall continue for a period not to exceed 50 years on accordance with the Georgia Constitution, Article IX, Section III, Paragraph I, unless terminated prior to that date as set out hereinafter.

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2. Termination. This Agreement may be terminated at any time, with or without cause, by either party upon one (1) year's written notice. Unless otherwise, if notice to terminate is given, the County will continue to provide the contracted for services to the City for all services given through the end of the day of the one (1) year period. This Agreement shall then terminate and expire on the final day of the one (1) year period and each party's obligations hereunder shall cease therewith.

3. Notice. All notice required or permitted to be given under this Agreement shall be given by certified mail, return receipt requested to the parties at the following addresses, or to such other addresses as either may designate in writing:

A. Notice to the County:

Carroll County Board of Commissioners  
423 College Street  
Carrollton, GA 30117  
Attention: Susan Mabry, County Clerk

b. Notice to the City:

Whitesburg City Hall  
P.O. Box 151  
Whitesburg, GA. 30185  
Attention: Walter Bud Hines, Mayor

4. **Services.** Carroll County Fire Rescue and Emergency Management Agency will provide the same services to the incorporated Carroll County as provided to the unincorporated area. These services include, but are not limited to the following:

1. Protection of life and property against fire, explosives, hazardous materials, electrical hazards and natural and man made disasters.
  2. Detection and prevention of arson;
  3. Administration and enforcement of codes, laws, ordinances, rules and regulations related to the prevention and suppression of fires, explosions and injuries from hazardous materials and explosions and the protection of life and property from such hazards;
  4. Education of public in fire prevention and safety, and disaster preparedness
- 
5. Provision of emergency medical services and rescue assistance
  6. Provision of Emergency Management Services; and
  7. Performance of any other services as provided by law;

5. **Employees.** The employees of Carroll County shall remain the employees of Carroll County. At all times, the County will have final and binding authority over its employees. The City will have no authority to discipline or direct any County employee directly. All direction from the City to the employees of the County shall be given through the Chairman of the Board of Commissioners, or if no Chairman is available, through the Board of Commissioners. County employees will not be required to work any overtime or attend any meetings of the City unless specifically authorized in advance by the County, through the Chairman of the Board of Commissioners. In providing the services contemplated in this Agreement, County employees will use their professional judgement and perform services in accordance with the adopted codes and ordinances and in accordance with generally accepted practices and principles of their field. Should the City desire not to accept the judgement of a County employee or desire a variance to regular procedure, it must be submitted in writing and signed by a majority of the City Council. The City expressly accepts any and all liability for such action and shall indemnify and hold the County and its employees harmless.

6. **Entire Agreement.** This Agreement embodies and sets forth all the binding provisions and understanding between the parties relative to the fire protection for the City. There are no provisions, understandings, representations or inducements, either oral or written, between the parties other than those herein above set forth. It is further understood and agreed that no

subsequent alterations, amendments, modifications, changes or additions to this Agreement shall be binding upon the parties hereto unless the same is reduced to writing and signed, sealed and delivered by the parties to this Agreement. Additionally, should the City desire that the County administer or enforce a code and/or ordinance other than the above listed, impose a fee inconsistent with the County's established fees, or desire a service from the County not specifically contemplated in this Amendment, it must be done in a separate agreement or in duly executed written amendment to the Agreement.

7. Governing Law. This Agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with laws of the State of Georgia.

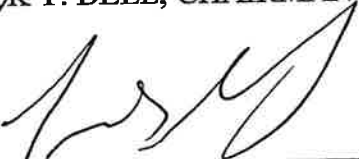
8. Severability. If any provision of this Agreement is declared invalid or unenforceable, it shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect and be construed and enforced as if such provision had not been included.

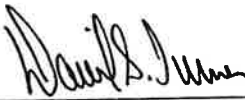
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IN WITNESS WHEREOF, the parties have affixed their signatures and seals on the day and the year first written above.

CARROLL COUNTY, GEORGIA  
BOARD OF COMMISSIONERS

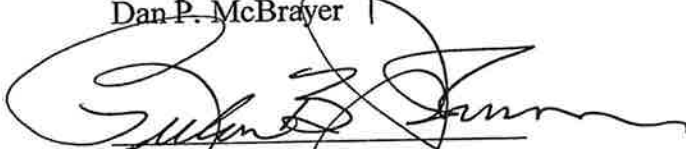
  
\_\_\_\_\_  
JACK T. BELL, CHAIRMAN


  
\_\_\_\_\_  
Trent T. North

  
\_\_\_\_\_  
David S. Turner

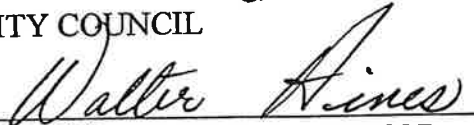
  
\_\_\_\_\_  
Jerry Z. Levans

  
\_\_\_\_\_  
Dan P. McBrayer

  
\_\_\_\_\_  
Dr. Rulon B. Johnson

  
\_\_\_\_\_  
J. Carl Rooks Sr.

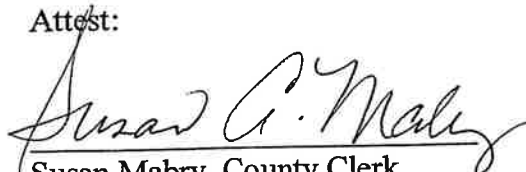
CITY OF Whitesburg, GEORGIA  
CITY COUNCIL

  
\_\_\_\_\_  
WALTER BUD HINES, MAYOR  
(as authorized by vote of the Whitesburg  
City Council on behalf of the City)

Attest:

\_\_\_\_\_  
City Clerk

Attest:

  
\_\_\_\_\_  
Susan Mabry, County Clerk





**SERVICE DELIVERY STRATEGY**

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

**Instructions:**

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

COUNTY: CARROLL

Service: HOSPITALS

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

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

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

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

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

**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>
CARROLL CITY-COUNTY	USER FEES, BONDED INDEBTEDNESS
HOSPITAL AUTHORITY	

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

Only the description of this service has been updated, corrected, and revised, the actual mechanisms for delivering the service remains unchanged. Restated description is attached.

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>
SERVICE DELIVERY AGREEMENT	CARROLL COUNTY - ALL CITIES	SEPTEMBER 1999 - CURRENT

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?

SAME AS #5

7. Person completing form: **SUSAN A. MABRY, COUNTY CLERK**  
 Phone number: **770-830-5800**      Date completed: OCTOBER 24, 2018

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:

## *Carroll County Service Delivery Strategy*

### **HOSPITALS**

The Carroll City-County Hospital Authority (the “Authority”) owns several health care facilities in Carroll County. In 1988, the Authority formed Tanner Medical Center, Inc. (“Tanner”), a tax-exempt, charitable provider of health care services, and agreed to lease the Authority’s facilities to Tanner. Under this lease, Tanner is obligated to maintain tax-exempt status, operate and maintain the Authority’s facilities, maintain an emergency department providing obstetrical services, provide indigent care and otherwise to provide health care services for residents of the County. The Authority receives from Tanner periodic reports on Tanner’s operations, and the Authority is authorized to enforce Tanner’s obligations under the lease. Authority members are selected by the Authority from nominations submitted jointly to the Authority by the City of Carrollton Mayor and City Council and the Carroll County Board of Commissioners.



**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: CARROLL</b>	<b>Service: JAIL</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.): **CARROLL 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.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
CARROLL COUNTY	GENERAL FUND, USER FEES

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

Only the description of this service has been updated, corrected, and revised, the actual mechanisms for delivering the service remains unchanged. Restated description is attached.

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
SERVICE DELIVERY AGREEMENT	CARROLL COUNTY - ALL CITIES	SEPTEMBER 1999 - CURRENT

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?

SAME AS #5

7. Person completing form: **SUSAN A. MABRY, COUNTY CLERK**  
 Phone number: **770-830-5800**      Date completed: OCTOBER 24, 2018

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:

## *Carroll County Service Delivery Strategy*

### **JAIL**

Carroll County owns and operates the only jail currently in service within the County. The City of Bremen utilizes the Haralson County Jail. The capital costs of the current jail were paid by Carroll County. The operating costs are paid from the County's General Fund and per diem fees paid by the cities.

Carroll County's cities have chosen not to operate jails. Instead, the cities have chosen to pay Carroll County to use the County jail space to house (1) individuals arrested for violations of state laws or city ordinances with a bond returnable to a city court, (2) individuals sentenced to imprisonment for violations of state laws or city ordinances prosecuted in city courts, or (3) individuals for whom warrants are issued by city courts (the foregoing are sometimes collectively referred to as the "City Inmates"). The current fee for housing City Inmates is \$35 per day.

For any inmates housed in the County jail other than the City Inmates, regardless of the jurisdiction affecting the arrest, the County should will not charge a per diem fee, but rather the County shall bear that cost from the County's General Fund. Notwithstanding the foregoing, for any charge subsequently bound over to state or superior court, the cities shall not be required to pay the County the per diem fee.



**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:CARROLL</b>	<b>Service:LAW ENFORCEMENT</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.): **CARROLL COUNTY, BOWDON, BREMEN, CARROLLTON, MOUNT ZION, TEMPLE, VILLA RICA, WHITESBURG**
  
- 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>
CARROLL COUNTY	GENERAL FUND, FINES, FORFEITURES, GRANTS
ALL CITIES EXCEPT ROOPVILLE	GENERAL FUND, FINES, FORFEITURES, GRANTS

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

Only the description of this service has been updated, corrected, and revised, the actual mechanisms for delivering the service remains unchanged. Restated description is attached.

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>
SERVICE DELIVERY	CARROLL COUNTY - ALL CITIES	SEPTEMBER 1999 - CURRENT

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: **SUSAN A. MABRY, COUNTY CLERK**  
 Phone number: **770-830-5800**      Date completed: OCTOBER 24, 2018

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:



## *Carroll County Service Delivery Strategy*

### **LAW ENFORCEMENT**

The cities of Bowdon, Bremen, Carrollton, Mount Zion, Temple, Villa Rica and Whitesburg provide municipal police forces for the purpose of law enforcement in their respective jurisdictions. The City of Roopville provides no city police services. The cost of this service is paid from the general fund of each city. The Sheriff of Carroll County provides this service in unincorporated Carroll County and the City of Roopville. However, the Sheriff is also the chief law enforcement officer of the County and has county-wide jurisdiction including arrest powers within and outside each municipality of the County. The other duties of the Sheriff also involve county-wide responsibilities, including management of the county jail and serving the courts. The Sheriff is elected by all voters of the County and as such is charged with serving the entire county. The law enforcement and court responsibilities of the Sheriff's Department are paid from the County General Fund.



**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: CARROLL**

**Service: LIBRARIES**

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

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

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

**No**

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

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

**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.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
WEST GA REGIONAL LIBRARY	GENERAL FUND, STATE & FEDERAL GRANTS, USER FEES
CARROLL COUNTY	GENERAL FUND
CITY OF CARROLLTON	GENERAL FUND
CITY OF BOWDON & BREMEN	GENERAL FUND
CITY OF MOUNT ZION & TEMPLE	GENERAL FUND
CITY OF WHITESBURG & Villa Rica	GENERAL FUND

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

LIBRARIES IN THE CITIES OF MOUNT ZION, TEMPLE AND WHITESBURG WERE ADDED TO THE SERVICE DELIVERY AGREEMENT. FUNDING FOR EACH OF THESE LIBRARIES IS PROVIDED BY THE COUNTY AND THE INDIVIDUAL CITY IN WHICH THEY RESIDE. OTHERWISE ONLY THE DESCRIPTION OF THIS SERVICE HAS BEEN UPDATED, CORRECTED, AND REVISED, THE ACTUAL MECHANISMS FOR DELIVERING THE SERVICE REMAINS UNCHANGED. RESTATED DESCRIPTION IS ATTACHED.

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
SERVICE DELIVERY AGREEMENT	CARROLL COUNTY - ALL CITIES	SEPTEMBER 1999 - CURRENT

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?

SAME AS #5

7. Person completing form: **SUSAN A. MABRY, COUNTY CLERK**  
 Phone number: **770-830-5800**      Date completed: OCTOBER 24, 2018

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:

## *Carroll County Service Delivery Strategy*

### **LIBRARIES**

Carroll County has six (6) libraries (Warren P. Sewell Memorial Library in Bowdon, Neva Lomason in Carrollton, Mount Zion, Temple, Villa Rica and Whitesburg Public Library), which operate under the umbrella of the West Georgia Regional Library System, the entity receiving state and other funds for purposes of operating the regional system. Carroll County has a local library board (Carroll County Library Board) with representatives appointed locally.

All libraries are available to citizens county-wide. Carroll County makes an annual budget appropriation each year in support of all six (6) county libraries. The City of Carrollton makes an annual appropriation for the operation of the Neva Lomason Library. The City of Villa Rica operates the Villa Rica Public Library and funds a majority of its operating expenses. The City of Bowdon funds a majority of the operating expenses for the Warren P. Sewell Memorial Library. The City of Mount Zion contributes funds for the Mount Zion library. The City of Temple contributes funds for the Temple library. The City of Whitesburg contributes funds for the Whitesburg library.



**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: CARROLL</b>	<b>Service: PLANNING AND ZONING</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.):
  
- 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.): **CARROLL COUNTY, BOWDON, BREMEN, CARROLLTON, MOUNT ZION, ROOPVILLE, TEMPLE, VILLA RICA, WHITESBURG, THREE RIVERS REGIONAL 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>
CARROLL COUNTY	GENERAL FUND
ALL CITIES	GENERAL FUND

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

Only the description of this service has been updated, corrected, and revised, the actual mechanisms for delivering the service remains unchanged. Restated description is attached.

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>
SERVICE DELIVERY	CARROLL COUNTY - ALL CITIES	SEPTEMBER 1999 - CURRENT

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?

SAME AS #5

7. Person completing form: **SUSAN A. MABRY, COUNTY CLERK**  
 Phone number: **770-830-5800**      Date completed: OCTOBER 24, 2018

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:

## *Carroll County Service Delivery Strategy*

### **PLANNING AND ZONING**

All local governing jurisdictions who are a party to the Service Delivery Strategy process provide planning and zoning services for their respective jurisdictions. Each jurisdiction desires to continue providing these services for the purposes of maintaining local oversight, accountability, and level of service. Funding is provided from the general funds of the respective jurisdictions.

The parties to this process agree to utilize the same process adopted to resolve disputes arising from annexation to resolve any future land use plan compatibility disputes resulting from changes in land use plans subsequent to the time the Service Delivery Strategy is effective.

The County acknowledges that the overall planning responsibilities of the Three Rivers Regional Commission (Three Rivers) supported by per-capita dues are generally county-wide in application and dues assessed by Three Rivers to the County and its cities for this purpose should be paid from the County General Fund. Charges for specific services and project assistance outside the scope of those provided under the per-capita dues assessment should be paid directly by the jurisdiction receiving the service or project.



**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: CARROLL

Service: PUBLIC HEALTH

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.): **CARROLL COUNTY HEALTH DEPARTMENT**

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.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
CARROLL COUNTY	GENERAL FUND

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

Only the description of this service has been updated, corrected, and revised, the actual mechanisms for delivering the service remains unchanged. Restated description is attached.

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
SERVICE DELIVERY	CARROLL COUNTY - ALL CITIES	SEPTEMBER 1999 - CURRENT

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?

SAME AS #5

7. Person completing form: **SUSAN A. MABRY, COUNTY CLERK**  
 Phone number: **770-830-5800**      Date completed: **OCTOBER 24, 2018**

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:

## *Carroll County Service Delivery Strategy*

### **PUBLIC HEALTH**

Public health services in Carroll County are subsidized by the County (by means of County appropriations to supplement the State's funding formula) through the Carroll County Health Department. Those services are available county-wide and should be funded from the County General Fund.



**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: CARROLL</b>	<b>Service: PUBLIC HOUSING</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: **BOWDON HOUSING AUTHORITY, BREMEN HOUSING AUTHORITY, CARROLLTON HOUSING AUTHORITY, VILLA RICA HOUSING AUTHORITY**)
  
- 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.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
Carrollton Housing Authority	User Fees, HUD
Bowdon Housing Authority	User Fees, HUD
Bremen Housing Authority	User Fees, HUD
Villa Rica Housing Authority	User Fees, HUD

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

Only the description of this service has been updated, corrected, and revised, the actual mechanisms for delivering the service remains unchanged. Restated description is attached.

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
SERVICE DELIVERY AGREEMENT	CARROLL COUNTY - ALL CITIES	SEPTEMBER 1999 - CURRENT

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?

SAME AS #5

7. Person completing form: **SUSAN A. MABRY, COUNTY CLERK**  
 Phone number: **770-830-5800**      Date completed: OCTOBER 24, 2018

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:

## *Carroll County Service Delivery Strategy*

### **PUBLIC HOUSING**

Public Housing in Carroll County is provided by the cities of Bowdon, Bremen, Carrollton, and Villa Rica. It is a city service only.



**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: CARROLL**

**Service: RECREATION**  
*(Name Changed from Parks, Recreation and Cultural Arts)*

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.): **CARROLL COUNTY, BOWDON, BREMEN, CARROLLTON, MOUNT ZION, TEMPLE, VILLA RICA**
  
- 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.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
CARROLL COUNTY	GENERAL FUND, USER FEES, GRANTS
CITY OF CARROLLTON	GENERAL FUND, USER FEES, GRANTS
CITY OF BOWDON	GENERAL FUND, USER FEES, GRANTS
CITY OF BREMEN	GENERAL FUND, USER FEES, GRANTS
CITY OF MOUNT ZION	GENERAL FUND, USER FEES, GRANTS
CITY OF TEMPLE & VILLA RICA	GENERAL FUND, USER FEES, GRANTS

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

SOCCER WAS ADDED AS ONE OF THE ELIGIBLE YOUTH RECREATIONAL SPORTS THE COUNTY WILL PARTIALLY OFFSET THE COST OF UNINCORPORATED RESIDENTS PARTICIPATING IN CERTAIN CITY RECREATION PROGRAMS, OTHERWISE, ONLY THE DESCRIPTION OF THIS SERVICE HAS BEEN UPDATED, CORRECTED, AND REVISED, THE ACTUAL MECHANISMS FOR DELIVERING THE SERVICE REMAINS UNCHANGED. RESTATED DESCRIPTION IS ATTACHED.

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
SERVICE DELIVERY AGREEMENT	CARROLL COUNTY - ALL CITIES	SEPTEMBER 1999 - CURRENT

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?

SAME AS #5

7. Person completing form: **SUSAN A. MABRY, COUNTY CLERK**  
 Phone number: **770-830-5800**      Date completed: OCTOBER 24, 2018

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:

# *Carroll County Service Delivery Strategy*

## **RECREATION**

Carroll County, the City of Bowdon, City of Bremen, City of Carrollton, City of Mount Zion, City of Temple and the City of Villa Rica provide what are considered to be full-time recreation programs. Carroll County provides county-wide recreational services. The types of programs, activities, and facilities vary in each jurisdiction/community but all provide/sponsor certain youth recreation programs (basketball, football, baseball, softball, cheerleading, and soccer). However, programs, activities, and facilities in some jurisdictions, particularly those with full-time programs, are more expansive in scope.

The County acknowledges that significant numbers of residents of unincorporated Carroll County participate in the programs, activities, and facilities of full-time city recreation programs, particularly those not provided by the County programs. Some of the programs are theater, dance, music, senior programming and art. The County desires to continue access to these broader range program/activities for its unincorporated residents on the same basis as they are available to incorporated residents, and believes the unincorporated residents' participation is also beneficial to the full-time programs through increased user fees and corporate/business support.

In consideration for the cities with full-time programs continuing access for unincorporated residents on the same basis as incorporated residents, the County provides funding (from the County General Fund) to the cities with full-time programs to partially offset the cost of residents of unincorporated Carroll County participating in the programs.

The funds will be distributed based on the overall participation of unincorporated residents in the programs and activities of full-time city recreation programs, as well as each city's pro rata share of that participation.

The County currently budgets \$360,000 annually to supplement the full-time city recreation programs. The payments are made in two installments payable in January and May each year.

With the growth in recreation, cultural arts/leisure service and facilities throughout the County by the respective service providers, it is important that a high level of cooperation and coordination be maintained among these providers to minimize unnecessary duplication and encourage the shared use of facilities and resources.





**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: CARROLL**

**Service: ROAD AND STREET CONSTRUCTION**

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.): **CARROLL COUNTY, BOWDON, BREMEN, CARROLLTON, MOUNT ZION, TEMPLE, VILLA RICA, WHITESBURG**
  
- 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.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
CARROLL COUNTY	GENERAL FUND, DOT, SPLOST
ALL CITIES EXCEPT ROOPVILLE	GENERAL FUND, DOT, SPLOST

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

Only the description of this service has been updated, corrected, and revised, the actual mechanisms for delivering the service remains unchanged. Restated description is attached.

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
SERVICE DELIVERY AGREEMENT	CARROLL COUNTY - ALL CITIES	SEPTEMBER 1999 - CURRENT

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?

SAME AS #5

7. Person completing form: **SUSAN A. MABRY, COUNTY CLERK**  
 Phone number: **770-830-5800**      Date completed: OCTOBER 24, 2018

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:

## *Carroll County Service Delivery Strategy*

### **ROAD AND STREET CONSTRUCTION**

Road and street construction within the corporate limits of the cities is the financial, policy, and managerial responsibility of the respective cities with the exception of Roopville where road and streets are maintained by Carroll County. Carroll County has in the past assisted in the construction of streets within the corporate limits of the respective cities and will continue to do so on a case-by-case basis. Cities utilizing the County's construction crews will enter into an intergovernmental agreement with Carroll County and the cities will be responsible for all fees for professional services and costs of materials and supplies and will reimburse Carroll County for all labor and fuel costs incurred.

Carroll County provides for road and street construction in unincorporated Carroll 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.**

<b>COUNTY: CARROLL</b>	<b>Service: ROAD AND STREET MAINTENANCE</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.): **CARROLL COUNTY, BOWDON, BEMEN, CARROLLTON, MOUNT ZION, TEMPLE, VILLA RICA, WHITESBURG**
  
- 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.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
CARROLL COUNTY	GENERAL FUND, GDOT, SPLOST
ALL CITIES EXCEPT ROOPVILLE	GENERAL FUND, GDOT, SPLOST

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

Only the description of this service has been updated, corrected, and revised, the actual mechanisms for delivering the service remains unchanged. Restated description is attached.

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
SERVICE DELIVERY AGREEMENT	CARROLL COUNTY - ALL CITIES	SEPTEMBER 1999 - CURRENT

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?

SAMES AS #5

7. Person completing form: **SUSAN A. MABRY, COUNTY CLERK**  
 Phone number: **770-830-5800**      Date completed: OCTOBER 24, 2018

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:

## *Carroll County Service Delivery Strategy*

### **ROAD AND STREET MAINTENANCE**

Road and street maintenance within the corporate limits of the respective cities is the financial, policy and managerial responsibility of the respective cities, with the exception of Roopville where roads and streets are maintained by Carroll County. Carroll County has in the past assisted in the maintenance of roads and streets within the corporate limits of the respective cities on a case-by-case basis. Cities utilizing the County's maintenance crews will enter into an intergovernmental agreement with Carroll County, and the cities will be responsible for all fees for professional services and costs of materials and supplies and will reimburse Carroll County for all labor and fuel costs incurred.

Carroll County provides for road and street maintenance in the unincorporated areas of the 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.

<b>COUNTY: CARROLL</b>	<b>Service: SENIOR CITIZENS PROGRAMS</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.): **CARROLL COUNTY, BOWDON, BREMEN, CARROLLTON, MOUNT ZION, TEMPLE, VILLA RICA, WHITESBURG**
  
- 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.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
CARROLL COUNTY	GENERAL FUND, USER FEES, GRANTS
CITY OF CARROLLTON	GENERAL FUND, USER FEES, GRANTS
CITY OF BOWDON	GENERAL FUND, USER FEES, GRANTS
CITY OF BREMEN	GENERAL FUND, USER FEES, GRANTS
CITY OF MOUNT ZION & TEMPLE	GENERAL FUND, USER FEES, GRANTS
CITY OF VILLA RICA & Whitesburg	GENERAL FUND, USER FEES, GRANTS

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

SENIOR CENTERS IN THE CITIES OF MOUNT ZION, TEMPLE AND WHITESBURG WERE ADDED TO THE SERVICE DELIVERY AGREEMENT. FUNDING FOR EACH OF THESE SENIOR CENTERS IS PROVIDED BY THE COUNTY AND THE INDIVIDUAL CITY IN WHICH THEY RESIDE. OTHERWISE ONLY THE DESCRIPTION OF THIS SERVICE HAS BEEN UPDATED, CORRECTED, AND REVISED, THE ACTUAL MECHANISMS FOR DELIVERING THE SERVICE REMAINS UNCHANGED. RESTATED DESCRIPTION IS ATTACHED.

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
SERVICE DELIVERY AGREEMENT	CARROLL COUNTY - ALL CITIES	SEPTEMBER 1999 - CURRENT

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?

SAME AS #5

7. Person completing form: **SUSAN A. MABRY, COUNTY CLERK**  
 Phone number: **770-830-5800**      Date completed: OCTOBER 24, 2018

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:



## *Carroll County Service Delivery Strategy*

### **SENIOR CITIZENS PROGRAMS**

Senior citizens programs in Carroll County are provided by the cities of Bowdon, Bremen, Carrollton, Mount Zion, Villa Rica, Whitesburg and Temple. The County is exploring ways to enhance programs in order to better serve all senior citizens of the 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.

<b>COUNTY:CARROLL</b>	<b>Service:SOCIAL SERVICES</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.): **CARROLL 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.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
CARROLL COUNTY	GENERAL FUND

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

Only the description of this service has been updated, corrected, and revised, the actual mechanisms for delivering the service remains unchanged. Restated description is attached.

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
SERVICE DELIVERY AGREEMENT	CARROLL COUNTY - ALL CITIES	SEPTEMBER 1999 - CURRENT

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?

SAME AS # 5

7. Person completing form: **SUSAN A. MABRY, COUNTY CLERK**  
 Phone number: **770-830-5800**      Date completed: OCTOBER 24, 2018

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:

## *Carroll County Service Delivery Strategy*

### **SOCIAL SERVICES**

Social Services in Carroll County are provided by Department of Family and Children Services (DFACS), Carroll Association for Remarkable Citizens (ARC), and the Pathways Center (mental health). These services are provided county-wide and shall be paid from County General Fund. Any supplemental funding is totally discretionary and may be paid from City General Funds.



**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: CARROLL</b>	<b>Service: SOLID WASTE COLLECTION / DISPOSAL / RECYCLING</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.): **CARROLL COUNTY, BOWDON, BREMEN, CARROLLTON, ROOPVILLE, TEMPLE, VILLA RICA**
  
- 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.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
CARROLL COUNTY	GENERAL FUND, USER FEES
CITY OF CARROLLTON	GENERAL FUND, USER FEES
CITY OF BOWDON	GENERAL FUND, USER FEES
CITY OF BREMEN	GENERAL FUND, USER FEES
CITY OF ROOPVILLE	GENERAL FUND, USER FEES
CITY OF TEMPLE & VILLA RICA	GENERAL FUND, USER FEES

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

REMOVED REFERENCE TO CARROLL COUNTY SOLID WASTE AUTHORITY, WHICH IS NO LONGER IN EXISTENCE, AND TRANSFERRED THE RESPONSIBILITY FOR THE DISPOSAL OF SOLID WASTE IN CARROLL COUNTY TO THE COUNTY. OTHERWISE, ONLY THE DESCRIPTION OF THIS SERVICE HAS BEEN UPDATED, CORRECTED, AND REVISED, THE ACTUAL MECHANISMS FOR DELIVERING THE SERVICE REMAINS UNCHANGED. RESTATED DESCRIPTION IS ATTACHED.

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
SERVICE DELIVERY AGREEMENT	CARROLL COUNTY - ALL CITIES	SEPTEMBER 1999 - CURRENT

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?

SAME AS #5

7. Person completing form: **SUSAN A. MABRY, COUNTY CLERK**  
 Phone number: **770-830-5800**      Date completed: OCTOBER 24, 2018

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:

## *Carroll County Service Delivery Strategy*

### **SOLID WASTE COLLECTION/DISPOSAL/RECYCLING**

The cities of Carrollton, Bowdon, Bremen, Villa Rica, Temple, and Roopville provide their own solid waste collection either through direct service or by contract with a private collection provider and funded in large part through user fees. Residents of unincorporated Carroll County and other cities (Whitesburg and Mount Zion) rely on either the County's convenience centers or the residents/businesses thereof contract independently with private collection firms.

Disposal of solid waste in Carroll County is the responsibility of the County. The County operates a transfer station at a location off Simonton Mill Road. All governmental jurisdictions, service providers, residents, and businesses located in Carroll County may use the County's facility. All operational and capital costs of the County's facility is supported by tipping (user) fees paid on a per ton basis.

All costs associated with the collection and disposal of solid waste at convenience centers in the unincorporated areas of the County are paid with revenues derived from the unincorporated area of the County.

In conjunction with the County's convenience centers, Carroll County provides recycling facilities at these locations which are available to all Carroll Countians.



**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: CARROLL**

**Service: TAX COLLECTION**

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

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **CARROLL 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.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
CARROLL COUNTY	GENERAL FUND
ALL CITIES	GENERAL FUND

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

Only the description of this service has been updated, corrected, and revised, the actual mechanisms for delivering the service remains unchanged. Restated description is attached.

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
Service Delivery Agreement	Carroll County - All Cities	September 1999 - Current
Intergovernmental Agreement	Carroll County - Carrollton	June 2017 - 2020
Intergovernmental Agreement	Carroll County - Bowdon	June 2017 - 2020
Intergovernmental Agreement	Carroll County - Temple	June 2017 - 2020
Intergovernmental Agreement	Carroll County - Villa Rica	June 2017 - 2020
Intergovernmental Agreement	Carroll County - Whitesburg	June 2017 - 2020

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?

SAME AS #5

7. Person completing form: **SUSAN A. MABRY, COUNTY CLERK**  
 Phone number: **770-830-5800**      Date completed: **OCTOBER 24, 2018**

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:

## *Carroll County Service Delivery Strategy*

### **TAX COLLECTION**

Carroll County currently provides this service for county-wide tax collection (including vehicles and manufactured homes) through the Carroll County Tax Commissioner. Carroll County and the Tax Commissioner will also provide this service to municipalities for city taxes on a fee basis pursuant to intergovernmental agreements.

INTERGOVERNMENTAL AGREEMENT FOR MUNICIPAL AD VALOREM TAX  
COLLECTION SERVICES

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into on this 6<sup>th</sup> day of June 2017, and is by and amongst THE MAYOR AND COUNCIL OF THE CITY OF BOWDON, GEORGIA, a Georgia Municipal Corporation (hereinafter referred to in this Agreement as the "City"), THE CHAIRMAN AND BOARD OF COMMISSIONERS OF CARROLL COUNTY, GEORGIA, (hereinafter referred to in this agreement as the "County"), and THE TAX COMMISSIONER OF CARROLL COUNTY (hereinafter referred to in this agreement as the "Tax Commissioner"), and pursuant to the authority granted in the Georgia Constitution of 1983, Article 9, Section 3, Paragraph 1 and O.C.G.A. 48-5-359.1.

## WITNESSETH:

WHEREAS, the City has a need for services relating to the collection of municipal ad valorem taxes, both personal and real property taxes, and desires to engage the Tax Commissioner to perform ad valorem tax collection services; and

WHEREAS, the County agrees and consents to the provision of municipal ad valorem tax collection services by and through the Tax Commissioner for the City as such services will result a cost savings and an efficient delivery of services to best serve all County and City citizens.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter contained, and for other good and valuable consideration set out in Section Three (3) below given each other, the receipt and sufficiency of which is hereby

acknowledged, the CITY, COUNTY, AND TAX COMMISSIONER MUTUALLY AGREE

AS FOLLOWS:

Section 1. Representations of the Parties:

Each party hereto makes the following representations and warranties, which are specifically relied upon by all of the other parties as a basis for entering this Agreement:

(a) The City has validly adopted a resolution to authorize it to enter this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. §§ 50-14-1 *et seq.*

(b) The County has validly adopted a resolution to authorize it to enter this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. §§ 50-14-1 *et seq.*

Section 2. Term of Agreement:

The County, acting by and through the Tax Commissioner, agrees that the Tax Commissioner will perform services related to the billing and collecting of all municipal ad valorem taxes owed to the City beginning on the effective date of this Agreement and ending on December 31, 2020.

Section 3. Compensation for Services:

For the increased duties of the Tax Commissioner in regard to these services, the City shall pay to the Tax Commissioner the sum of one dollar (\$1.00) for each lot, parcel, and tract of land billed for ad valorem taxes in the City for each year the term of this agreement remains in effect. In addition, the City will pay to the County, the sum of eight (\$8.00) dollars for each lot, parcel, and tract of land billed for ad valorem taxes in the City for each year the term of this Agreement remains in effect. The compensation

schedule is substantially approximate to the cost to the County for the provision of these services. The payments under this Agreement shall be tendered to the County annually at the time the Tax Commissioner completes compilation of the tax digest for the City and it is approved by the State of Georgia.

Section 4. Covenants and Agreements of County and Tax Commissioner:

(a) The County, acting by and through the Tax Commissioner, shall send the appropriate tax bill to each owner of property in the City for ad valorem taxes in accordance with the millage rate as determined by the City. The Tax Commissioner shall supply to the City a list of all property owners billed and the amount billed at the time the tax digest is prepared, and the Tax Commissioner shall remit to the City all amounts collected pursuant to this Agreement on a weekly basis.

(b) The County, acting by and through the Tax Commissioner, shall have the discretion and authority to invoke any remedy permitted to the City for collection of said taxes, and the City agrees to cooperate fully when requested by the County or Tax Commissioner.

(c) The County, acting by and through the Tax Commissioner, shall furnish and maintain adequate equipment to generate and store necessary billing documents.

(d) The County, acting by and through the Tax Commissioner, shall employ and equip an adequate staff capable of performing the duties assigned to them by the City.

Section 5. Mutual Agreement:

(a) The County shall maintain adequate records showing each billed person's address and the amount of billing and collection, and the County shall make the same

available to the City to determine the accuracy of billing and collection.

(b) The City acknowledges that the Tax Commissioner, in her sole discretion, may issue an execution (*feri facias*) against the taxpayer if property taxes for property within the incorporated City are not paid when due. The Tax Commissioner as Ex-Officio Sheriff has the authority to levy against and sell the property within the incorporated City to pay the delinquent taxes. In the event such property is sold at a tax sale, the proceeds are distributed to the City for which the City hereby acknowledges that said sale is to its benefit.

(c) In the event a tax sale is voided by the Tax Commissioner, proper legal authority, or a sale is voided due to a mistake or other reasons under which a property within the incorporated City is brought to sale, the City hereby agrees to repay to the Tax Commissioner the amount of City Taxes that were purportedly due, owed, and received by the City through this Agreement from the sale of property, provided, however, that within three (3) years of the tax sale, the Tax Commissioner notifies the City of her mistake and requests repayment of those monies that have been paid out to the City. The notification shall provide the reasons for the mistake and the name to whom repayment has or will be paid. This subsection shall survive the termination of this Agreement as set forth in Section 6(f) for a period of three years following any tax sale brought by the Tax Commissioner under Section 5(b).

(d) In the event the Tax Commissioner adjusts taxes, a portion thereof, or an overpayment of taxes, and upon written notification with an annotation describing the circumstance of the adjustment or refund, the City hereby agrees to pay the taxpayer directly from its Finance Office the adjustment of refund for the amount of City taxes.

(e) In addition to all other rights and powers pertaining to the City by virtue of this Agreement or otherwise, the City reserves the right to terminate and cancel this Agreement and all rights and privileges of the County hereunder in the event the County or Tax Commissioner violate any provision of this Agreement, except where such violation is without fault or through the County's or Tax Commissioner's excusable neglect, provided however, such notice of termination and cancellation to the County shall be made no later than May 1<sup>st</sup> of the year.

(f) The City shall have the sole authority to set the millage rate for ad valorem taxes within the City.

Section 6. Miscellaneous Provisions:

(a) Arbitration. The parties hereby agree to submit any controversy arising under this Agreement to arbitration pursuant to the provisions of O.C.G.A. § 9-9-1 *et. Seq.*, the Georgia Arbitration Code. Such arbitration shall in all respects be governed by the provisions of the arbitration code and the parties hereby agree to comply with and to be governed by the provisions of said arbitration code as to any controversy so submitted to arbitration.

(b) Counterparts. This agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

(c) Severability. Should any provision of this agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this agreement, or the application of such provision, to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and

each provision of this agreement shall be valid and enforceable to the full extent permitted by law.

(d) Assignment Allowed. The County, acting by and through the Tax Commissioner, may transfer or assign or subcontract any portion of this agreement without the prior written approval of the City.

(e) Notices. All notices, demands, or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited in the United States mail, postage prepaid and registered, or certified with return receipt requested to the addresses appearing on the executed page hereof, or when delivered by hand to the addresses shown below or when transmitted to any telex number appearing below; provided, however, in those cases where a telex number is stated on the execution page for a particular party, notice to such party must be given by telex message to such number to be an effective notice hereunder:

(1) Bowdon – Mayor, City of Bowdon, 136 City Hall Avenue, Bowdon, Georgia 30108

(2) Carroll County – Chairman, Carroll County Board of Commissioners, P.O. Box 338, Carrollton, Georgia 30112

(3) Tax Commissioner – 423 College Street, Room 401, Carrollton, Georgia 30117

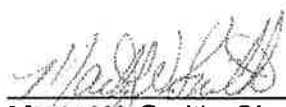
All notices shall be sent to the successors in office to any of the foregoing. Furthermore, each of the foregoing officials shall have the right to designate in writing one project representative to receive notices in their stead.



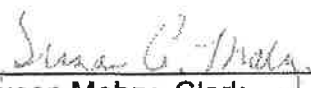
(f) Term of Agreement. This Agreement shall become effective immediately upon execution by the parties hereto and shall extend to December 31, 2020.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals.

CARROLL COUNTY, GEORGIA

BY:   
Marty W. Smith, Chairman

ATTEST:

  
Susan Mabry, Clerk  
Carroll County Board of Commissioners

BOWDON, GEORGIA

BY:   
Jim Chaffin, Mayor

ATTEST:

  
Susan Pierce, City Clerk

TAX COMMISSIONER

BY:   
Vickie Bearden, Tax Commissioner

INTERGOVERNMENTAL AGREEMENT FOR MUNICIPAL AD VALOREM TAX  
COLLECTION SERVICES

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into on this -  
6<sup>th</sup> day of June 2017, and is by and amongst THE MAYOR AND COUNCIL OF THE  
CITY OF CARROLLTON, GEORGIA, a Georgia Municipal Corporation (hereinafter  
referred to in this Agreement as the "City"), THE BOARD OF COMMISSIONERS OF  
CARROLL COUNTY, GEORGIA, (hereinafter referred to in this agreement as the  
"County"), and THE TAX COMMISSIONER OF CARROLL COUNTY (hereinafter  
referred to in this agreement as the "Tax Commissioner"), and pursuant to the authority  
granted in the Georgia Constitution of 1983, Article 9, Section 3, Paragraph 1 and  
O.C.G.A. 48-5-359.1.

## WITNESSETH:

WHEREAS, the City has a need for services relating to the collection of  
municipal ad valorem taxes, both personal and real property taxes, and desires to  
engage the Tax Commissioner to perform ad valorem tax collection services; and

WHEREAS, the County agrees and consents to the provision of municipal ad  
valorem tax collection services by and through the Tax Commissioner for the City as  
such services will result a cost savings and an efficient delivery of services to best serve  
all County and City citizens.

NOW THEREFORE, in consideration of the mutual covenants and promises  
hereinafter contained, and for other good and valuable consideration set out in Section  
Three (3) below given each other, the receipt and sufficiency of which is hereby

acknowledged, the CITY, COUNTY, AND TAX COMMISSIONER MUTUALLY AGREE

AS FOLLOWS:

Section 1. Representations of the Parties:

Each party hereto makes the following representations and warranties, which are specifically relied upon by all of the other parties as a basis for entering this Agreement:

(a) The City has validly adopted a resolution to authorize it to enter this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. §§ 50-14-1 *et seq.*

(b) The County has validly adopted a resolution to authorize it to enter this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. §§ 50-14-1 *et seq.*

Section 2. Term of Agreement:

The County, acting by and through the Tax Commissioner, agrees that the Tax Commissioner will perform services related to the billing and collecting of all municipal ad valorem taxes owed to the City beginning on the effective date of this Agreement and ending on December 31, 2020.

Section 3. Compensation for Services:

For the increased duties of the Tax Commissioner in regard to these services, the City shall pay to the Tax Commissioner the sum of one dollar (\$1.00) for each lot, parcel, and tract of land billed for ad valorem taxes in the City for each year the term of this agreement remains in effect. In addition, the City will pay to the County, the sum of eight (\$8.00) dollars for each lot, parcel, and tract of land billed for ad valorem taxes in the City for each year the term of this Agreement remains in effect. The compensation

schedule is substantially approximate to the cost to the County for the provision of these services. The payments under this Agreement shall be tendered to the County annually at the time the Tax Commissioner completes compilation of the tax digest for the City and it is approved by the State of Georgia.

Section 4. Covenants and Agreements of County and Tax Commissioner:

(a) The County, acting by and through the Tax Commissioner, shall send the appropriate tax bill to each owner of property in the City for ad valorem taxes in accordance with the millage rate as determined by the City. The Tax Commissioner shall supply to the City a list of all property owners billed and the amount billed at the time the tax digest is prepared, and the Tax Commissioner shall remit to the City all amounts collected pursuant to this Agreement on a weekly basis.

(b) The County, acting by and through the Tax Commissioner, shall have the discretion and authority to invoke any remedy permitted to the City for collection of said taxes, and the City agrees to cooperate fully when requested by the County or Tax Commissioner.

(c) The County, acting by and through the Tax Commissioner, shall furnish and maintain adequate equipment to generate and store necessary billing documents.

(d) The County, acting by and through the Tax Commissioner, shall employ and equip an adequate staff capable of performing the duties assigned to them by the City.

Section 5. Mutual Agreement:

(a) The County shall maintain adequate records showing each billed person's address and the amount of billing and collection, and the County shall make the same

available to the City to determine the accuracy of billing and collection.

(b) The City acknowledges that the Tax Commissioner, in her sole discretion, may issue an execution (fieri facias) against the taxpayer if property taxes for property within the incorporated City are not paid when due. The Tax Commissioner as Ex-Officio Sheriff has the authority to levy against and sell the property within the incorporated City to pay the delinquent taxes. In the event such property is sold at a tax sale, the proceeds are distributed to the City for which the City hereby acknowledges that said sale is to its benefit.

(c) In the event a tax sale is voided by the Tax Commissioner, proper legal authority, or a sale is voided due to a mistake or other reasons under which a property within the incorporated City is brought to sale, the City hereby agrees to repay to the Tax Commissioner the amount of City Taxes that were purportedly due, owed, and received by the City through this Agreement from the sale of property, provided, however, that within three (3) years of the tax sale, the Tax Commissioner notifies the City of her mistake and requests repayment of those monies that have been paid out to the City. The notification shall provide the reasons for the mistake and the name to whom repayment has or will be paid. This subsection shall survive the termination of this Agreement as set forth in Section 6(f) for a period of three years following any tax sale brought by the Tax Commissioner under Section 5(b).

(d) In the event the Tax Commissioner adjusts taxes, a portion thereof, or an overpayment of taxes, and upon written notification with an annotation describing the circumstance of the adjustment or refund, the City hereby agrees to allow the Tax Commissioner to repay the taxpayer directly. Thereafter, the City agrees that Tax

Commissioner shall deduct the amount of the refund paid to the tax payer from the payment from the Tax Commissioner to the City in the month immediately following the refund to the tax payer.

(e) In addition to all other rights and powers pertaining to the City by virtue of this Agreement or otherwise, the City reserves the right to terminate and cancel this Agreement and all rights and privileges of the County hereunder in the event the County or Tax Commissioner violate any provision of this Agreement, except where such violation is without fault or through the County's or Tax Commissioner's excusable neglect, provided however, such notice of termination and cancellation to the County shall be made no later than May 1<sup>st</sup> of the year.

(f) The City shall have the sole authority to set the millage rate for ad valorem taxes within the City.

Section 6. Miscellaneous Provisions:

(a) Arbitration. The parties hereby agree to submit any controversy arising under this Agreement to arbitration pursuant to the provisions of O.C.G.A. § 9-9-1 *et. Seq.*, the Georgia Arbitration Code. Such arbitration shall in all respects be governed by the provisions of the arbitration code and the parties hereby agree to comply with and to be governed by the provisions of said arbitration code as to any controversy so submitted to arbitration.

(b) Counterparts. This agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

(c) Severability. Should any provision of this agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this agreement, or the application of such provision, to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this agreement shall be valid and enforceable to the full extent permitted by law.

(d) Assignment Allowed. The County, acting by and through the Tax Commissioner, may transfer or assign or subcontract any portion of this agreement without the prior written approval of the City.

(e) Notices. All notices, demands, or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited in the United States mail, postage prepaid and registered, or certified with return receipt requested to the addresses appearing on the executed page hereof, or when delivered by hand to the addresses shown below or when transmitted to any telex number appearing below; provided, however, in those cases where a telex number is stated on the execution page for a particular party, notice to such party must be given by telex message to such number to be an effective notice hereunder:

(1) Carrollton – Mayor, City Hall, Carrollton, Georgia 30117

(2) Carroll County – Chairman, Carroll County Board of

Commissioners, P.O. Box 338, Carrollton, Georgia 30112

(3) Tax Commissioner – 423 College Street, Room 401, Carrollton,

Georgia 30117


All notices shall be sent to the successors in office to any of the foregoing. Furthermore, each of the foregoing officials shall have the right to designate in writing one project representative to receive notices in their stead.

(f) Term of Agreement. This Agreement shall become effective immediately upon execution by the parties hereto and shall extend to December 31, 2020.


IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals.

CARROLL COUNTY, GEORGIA

BY:

  
\_\_\_\_\_  
Marty W. Smith, Chairman

ATTEST:

  
\_\_\_\_\_  
Susan Mabry, Clerk  
Carroll County Board of Commissioners

(signatures are continued on the next page)





CARROLLTON, GEORGIA

BY:

*Walt Hollingsworth*  
Walt Hollingsworth, Mayor

ATTEST:

*Jim Triplett*  
Jim Triplett, Clerk

TAX COMMISSIONER

BY:

*Vickie Bearden*  
Vickie Bearden, Tax Commissioner

INTERGOVERNMENTAL AGREEMENT FOR MUNICIPAL AD VALOREM TAX COLLECTION SERVICES

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into on this 6<sup>th</sup> day of June 2017, and is by and amongst THE MAYOR AND COUNCIL OF THE CITY OF TEMPLE, GEORGIA, a Georgia Municipal Corporation (hereinafter referred to in this Agreement as the "City"), THE CHAIRMAN AND BOARD OF COMMISSIONERS OF CARROLL COUNTY, GEORGIA, (hereinafter referred to in this agreement as the "County"), and THE TAX COMMISSIONER OF CARROLL COUNTY (hereinafter referred to in this agreement as the "Tax Commissioner"), and pursuant to the authority granted in the Georgia Constitution of 1983, Article 9, Section 3, Paragraph 1 and O.C.G.A. 48-5-359.1.

WITNESSETH:

WHEREAS, the City has a need for services relating to the collection of municipal ad valorem taxes, both personal and real property taxes, and desires to engage the Tax Commissioner to perform ad valorem tax collection services; and

WHEREAS, the County agrees and consents to the provision of municipal ad valorem tax collection services by and through the Tax Commissioner for the City as such services will result a cost savings and an efficient delivery of services to best serve all County and City citizens.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter contained, and for other good and valuable consideration set out in Section Three (3) below given each other, the receipt and sufficiency of which is hereby

acknowledged, the CITY, COUNTY, AND TAX COMMISSIONER MUTUALLY AGREE <sup>35</sup> <sup>364</sup>

AS FOLLOWS:

Section 1. Representations of the Parties:

Each party hereto makes the following representations and warranties, which are specifically relied upon by all of the other parties as a basis for entering this Agreement:

(a) The City has validly adopted a resolution to authorize it to enter this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. §§ 50-14-1 *et seq.*

(b) The County has validly adopted a resolution to authorize it to enter this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. §§ 50-14-1 *et seq.*

Section 2. Term of Agreement:

The County, acting by and through the Tax Commissioner, agrees that the Tax Commissioner will perform services related to the billing and collecting of all municipal ad valorem taxes owed to the City beginning on the effective date of this Agreement and ending on December 31, 2020.

Section 3. Compensation for Services:

For the increased duties of the Tax Commissioner in regard to these services, the City shall pay to the Tax Commissioner the sum of one dollar (\$1.00) for each lot, parcel, and tract of land billed for ad valorem taxes in the City for each year the term of this agreement remains in effect. In addition, the City will pay to the County, the sum of eight (\$8.00) dollars for each lot, parcel, and tract of land billed for ad valorem taxes in the City for each year the term of this Agreement remains in effect. The compensation

schedule is substantially approximate to the cost to the County for the provision of these services. The payments under this Agreement shall be tendered to the County annually at the time the Tax Commissioner completes compilation of the tax digest for the City and it is approved by the State of Georgia.

Section 4. Covenants and Agreements of County and Tax Commissioner:

(a) The County, acting by and through the Tax Commissioner, shall send the appropriate tax bill to each owner of property in the City for ad valorem taxes in accordance with the millage rate as determined by the City. The Tax Commissioner shall supply to the City a list of all property owners billed and the amount billed at the time the tax digest is prepared, and the Tax Commissioner shall remit to the City all amounts collected pursuant to this Agreement on a weekly basis.

(b) The County, acting by and through the Tax Commissioner, shall have the discretion and authority to invoke any remedy permitted to the City for collection of said taxes, and the City agrees to cooperate fully when requested by the County or Tax Commissioner.

(c) The County, acting by and through the Tax Commissioner, shall furnish and maintain adequate equipment to generate and store necessary billing documents.

(d) The County, acting by and through the Tax Commissioner, shall employ and equip an adequate staff capable of performing the duties assigned to them by the City.

Section 5. Mutual Agreement:

(a) The County shall maintain adequate records showing each billed person's address and the amount of billing and collection, and the County shall make the same

available to the City to determine the accuracy of billing and collection.

(b) The City acknowledges that the Tax Commissioner, in her sole discretion, may issue an execution (fieri facias) against the taxpayer if property taxes for property within the incorporated City are not paid when due. The Tax Commissioner as Ex-Officio Sheriff has the authority to levy against and sell the property within the incorporated City to pay the delinquent taxes. In the event such property is sold at a tax sale, the proceeds are distributed to the City for which the City hereby acknowledges that said sale is to its benefit.

(c) In the event a tax sale is voided by the Tax Commissioner, proper legal authority, or a sale is voided due to a mistake or other reasons under which a property within the incorporated City is brought to sale, the City hereby agrees to repay to the Tax Commissioner the amount of City Taxes that were purportedly due, owed, and received by the City through this Agreement from the sale of property, provided, however, that within three (3) years of the tax sale, the Tax Commissioner notifies the City of her mistake and requests repayment of those monies that have been paid out to the City. The notification shall provide the reasons for the mistake and the name to whom repayment has or will be paid. This subsection shall survive the termination of this Agreement as set forth in Section 6(f) for a period of three years following any tax sale brought by the Tax Commissioner under Section 5(b).

(d) In the event the Tax Commissioner adjusts taxes, a portion thereof, or an overpayment of taxes, and upon written notification with an annotation describing the circumstance of the adjustment or refund, the City hereby agrees to pay the taxpayer directly from its Finance Office the adjustment of refund for the amount of City taxes.

(e) In addition to all other rights and powers pertaining to the City by virtue of this Agreement or otherwise, the City reserves the right to terminate and cancel this Agreement and all rights and privileges of the County hereunder in the event the County or Tax Commissioner violate any provision of this Agreement, except where such violation is without fault or through the County's or Tax Commissioner's excusable neglect, provided however, such notice of termination and cancellation to the County shall be made no later than May 1<sup>st</sup> of the year.

(f) The City shall have the sole authority to set the millage rate for ad valorem taxes within the City.

Section 6. Miscellaneous Provisions:

(a) Arbitration. The parties hereby agree to submit any controversy arising under this Agreement to arbitration pursuant to the provisions of O.C.G.A. § 9-9-1 *et. Seq.*, the Georgia Arbitration Code. Such arbitration shall in all respects be governed by the provisions of the arbitration code and the parties hereby agree to comply with and to be governed by the provisions of said arbitration code as to any controversy so submitted to arbitration.

(b) Counterparts. This agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

(c) Severability. Should any provision of this agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this agreement, or the application of such provision, to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and

each provision of this agreement shall be valid and enforceable to the full extent permitted by law.

(d) Assignment Allowed. The County, acting by and through the Tax Commissioner, may transfer or assign or subcontract any portion of this agreement without the prior written approval of the City.

(e) Notices. All notices, demands, or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited in the United States mail, postage prepaid and registered, or certified with return receipt requested to the addresses appearing on the executed page hereof, or when delivered by hand to the addresses shown below or when transmitted to any telex number appearing below; provided, however, in those cases where a telex number is stated on the execution page for a particular party, notice to such party must be given by telex message to such number to be an effective notice hereunder:

(1) Temple – Mayor, City of Temple, 337 Sage Street, Temple,  
Georgia 30117

(2) Carroll County – Chairman, Carroll County Board of  
Commissioners, P.O. Box 338, Carrollton, Georgia 30112


(3) Tax Commissioner – 423 College Street, Room 401, Carrollton,  
Georgia 30117

All notices shall be sent to the successors in office to any of the foregoing. Furthermore, each of the foregoing officials shall have the right to designate in writing one project representative to receive notices in their stead.

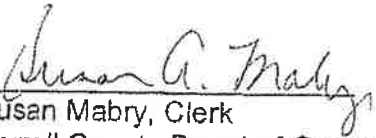
(f) Term of Agreement. This Agreement shall become effective immediately upon execution by the parties hereto and shall extend to December 31, 2020.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals.

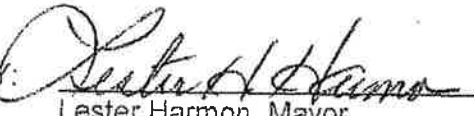
CARROLL COUNTY, GEORGIA

BY:   
Marty W. Smith, Chairman

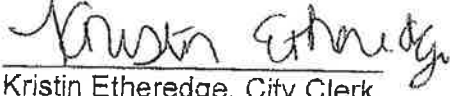
ATTEST:

  
Susan Mabry, Clerk  
Carroll County Board of Commissioners

TEMPLE, GEORGIA

BY:   
Lester Harmon, Mayor

ATTEST:

  
Kristin Etheredge, City Clerk

TAX COMMISSIONER

BY:   
Vickie Bearden, Tax Commissioner



INTERGOVERNMENTAL AGREEMENT FOR MUNICIPAL AD VALOREM TAX  
COLLECTION SERVICES

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into on this 6<sup>th</sup> day of June 2017, and is by and amongst THE MAYOR AND COUNCIL OF THE CITY OF VILLA RICA, GEORGIA, a Georgia Municipal Corporation (hereinafter referred to in this Agreement as the "City"), THE CHAIRMAN AND BOARD OF COMMISSIONERS OF CARROLL COUNTY, GEORGIA, (hereinafter referred to in this agreement as the "County"), and THE TAX COMMISSIONER OF CARROLL COUNTY (hereinafter referred to in this agreement as the "Tax Commissioner"), and pursuant to the authority granted in the Georgia Constitution of 1983, Article 9, Section 3, Paragraph 1 and O.C.G.A. 48-5-359.1.

## WITNESSETH:

WHEREAS, the City has a need for services relating to the collection of municipal ad valorem taxes, both personal and real property taxes, and desires to engage the Tax Commissioner to perform ad valorem tax collection services; and

WHEREAS, the County agrees and consents to the provision of municipal ad valorem tax collection services by and through the Tax Commissioner for the City as such services will result a cost savings and an efficient delivery of services to best serve all County and City citizens.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter contained, and for other good and valuable consideration set out in Section Three (3) below given each other, the receipt and sufficiency of which is hereby

acknowledged, the CITY, COUNTY, AND TAX COMMISSIONER MUTUALLY AGREE  
AS FOLLOWS:

Section 1. Representations of the Parties:

Each party hereto makes the following representations and warranties, which are specifically relied upon by all of the other parties as a basis for entering this Agreement:

(a) The City has validly adopted a resolution to authorize it to enter this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. §§ 50-14-1 *et seq.*

(b) The County has validly adopted a resolution to authorize it to enter this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. §§ 50-14-1 *et seq.*

Section 2. Term of Agreement:

The County, acting by and through the Tax Commissioner, agrees that the Tax Commissioner will perform services related to the billing and collecting of all municipal ad valorem taxes owed to the City beginning on the effective date of this Agreement and ending on December 31, 2020.

Section 3. Compensation for Services:

For the increased duties of the Tax Commissioner in regard to these services, the City shall pay to the Tax Commissioner the sum of one dollar (\$1.00) for each lot, parcel, and tract of land billed for ad valorem taxes in the City for each year the term of this agreement remains in effect. In addition, the City will pay to the County, the sum of eight (\$8.00) dollars for each lot, parcel, and tract of land billed for ad valorem taxes in the City for each year the term of this Agreement remains in effect. The compensation

schedule is substantially approximate to the cost to the County for the provision of these services. The payments under this Agreement shall be tendered to the County annually at the time the Tax Commissioner completes compilation of the tax digest for the City and it is approved by the State of Georgia.

Section 4. Covenants and Agreements of County and Tax Commissioner:

(a) The County, acting by and through the Tax Commissioner, shall send the appropriate tax bill to each owner of property in the City for ad valorem taxes in accordance with the millage rate as determined by the City. The Tax Commissioner shall supply to the City a list of all property owners billed and the amount billed at the time the tax digest is prepared, and the Tax Commissioner shall remit to the City all amounts collected pursuant to this Agreement on a weekly basis.

(b) The County, acting by and through the Tax Commissioner, shall have the discretion and authority to invoke any remedy permitted to the City for collection of said taxes, and the City agrees to cooperate fully when requested by the County or Tax Commissioner.

(c) The County, acting by and through the Tax Commissioner, shall furnish and maintain adequate equipment to generate and store necessary billing documents.

(d) The County, acting by and through the Tax Commissioner, shall employ and equip an adequate staff capable of performing the duties assigned to them by the City.

Section 5. Mutual Agreement:

(a) The County shall maintain adequate records showing each billed person's address and the amount of billing and collection, and the County shall make the same

available to the City to determine the accuracy of billing and collection.

(b) The City acknowledges that the Tax Commissioner, in her sole discretion, may issue an execution (fieri facias) against the taxpayer if property taxes for property within the incorporated City are not paid when due. The Tax Commissioner as Ex-Officio Sheriff has the authority to levy against and sell the property within the incorporated City to pay the delinquent taxes. In the event such property is sold at a tax sale, the proceeds are distributed to the City for which the City hereby acknowledges that said sale is to its benefit.

(c) In the event a tax sale is voided by the Tax Commissioner, proper legal authority, or a sale is voided due to a mistake or other reasons under which a property within the incorporated City is brought to sale, the City hereby agrees to repay to the Tax Commissioner the amount of City taxes that were purportedly due, owed, and received by the City through this Agreement from the sale of property, provided, however, that within three (3) years of the tax sale, the Tax Commissioner notifies the City of her mistake and requests repayment of those monies that have been paid out to the City. The notification shall provide the reasons for the mistake and the name to whom repayment has or will be paid. This subsection shall survive the termination of this Agreement as set forth in Section 6(f) for a period of three years following any tax sale brought by the Tax Commissioner under Section 5(b).

(d) In the event the Tax Commissioner adjusts taxes, a portion thereof, or an overpayment of taxes, and upon written notification with an annotation describing the circumstance of the adjustment or refund, the City hereby agrees to pay the taxpayer directly from its Finance Office the adjustment of refund for the amount of City taxes.

(e) In addition to all other rights and powers pertaining to the City by virtue of this Agreement or otherwise, the City reserves the right to terminate and cancel this Agreement and all rights and privileges of the County hereunder in the event the County or Tax Commissioner violate any provision of this Agreement, except where such violation is without fault or through the County's or Tax Commissioner's excusable neglect, provided however, such notice of termination and cancellation to the County shall be made no later than May 1<sup>st</sup> of the year.

(f) The City shall have the sole authority to set the millage rate for ad valorem taxes within the City.

Section 6. Miscellaneous Provisions:

(a) Arbitration. The parties hereby agree to submit any controversy arising under this Agreement to arbitration pursuant to the provisions of O.C.G.A. § 9-9-1 *et. Seq.*, the Georgia Arbitration Code. Such arbitration shall in all respects be governed by the provisions of the arbitration code and the parties hereby agree to comply with and to be governed by the provisions of said arbitration code as to any controversy so submitted to arbitration.

(b) Counterparts. This agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

(c) Severability. Should any provision of this agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this agreement, or the application of such provision, to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and

each provision of this agreement shall be valid and enforceable to the full extent permitted by law.

(d) Assignment Allowed. The County, acting by and through the Tax Commissioner, may transfer or assign or subcontract any portion of this agreement without the prior written approval of the City.

(e) Notices. All notices, demands, or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited in the United States mail, postage prepaid and registered, or certified with return receipt requested to the addresses appearing on the executed page hereof, or when delivered by hand to the addresses shown below or when transmitted to any telex number appearing below; provided, however, in those cases where a telex number is stated on the execution page for a particular party, notice to such party must be given by telex message to such number to be an effective notice hereunder:

(1) Villa Rica, Mayor, City of Villa Rica, 571 W. Bankhead Highway,  
Villa Rica Georgia 30180

(2) Carroll County – Chairman Carroll County Board of Commissioners  
P.O. Box 338 Carrollton, Georgia 30112


(3) Tax Commissioner – Carroll County Tax Commissioner, 423  
College Street, Room 401, Carrollton, Georgia 30117

All notices shall be sent to the successors in office to any of the foregoing. Furthermore each of the foregoing officials shall have the right to designate in writing one project representative to receive notices in their stead.


(f) Term of Agreement. This Agreement shall become effective immediately upon execution by the parties hereto and shall extend to December 31, 2020.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals.

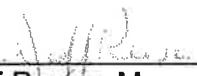
CARROLL COUNTY, GEORGIA

BY:   
Marty W. Smith, Chairman

ATTEST:

  
Susan Mabry, Clerk  
Carroll County Board of Commissioners

VILLA RICA, GEORGIA

BY:   
Jeff Reese, Mayor

ATTEST:

  
Alisa Doyal, Clerk  
City of Villa Rica

TAX COMMISSIONER

BY:   
Vickie Bearden, Tax Commissioner

INTERGOVERNMENTAL AGREEMENT FOR MUNICIPAL AD VALOREM TAX  
COLLECTION SERVICES

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into on this 6<sup>th</sup> day of June 2017, and is by and amongst THE MAYOR AND COUNCIL OF THE CITY OF WHITESBURG, GEORGIA, a Georgia Municipal Corporation (hereinafter referred to in this Agreement as the "City"), THE CHAIRMAN AND BOARD OF COMMISSIONERS OF CARROLL COUNTY, GEORGIA, (hereinafter referred to in this agreement as the "County"), and THE TAX COMMISSIONER OF CARROLL COUNTY (hereinafter referred to in this agreement as the "Tax Commissioner"), and pursuant to the authority granted in the Georgia Constitution of 1983, Article 9, Section 3, Paragraph 1 and O.C.G.A. 48-5-359.1.

## WITNESSETH:

WHEREAS, the City has a need for services relating to the collection of municipal ad valorem taxes, both personal and real property taxes, and desires to engage the Tax Commissioner to perform ad valorem tax collection services; and

WHEREAS, the County agrees and consents to the provision of municipal ad valorem tax collection services by and through the Tax Commissioner for the City as such services will result a cost savings and an efficient delivery of services to best serve all County and City citizens.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter contained, and for other good and valuable consideration set out in Section Three (3) below given each other, the receipt and sufficiency of which is hereby acknowledged, the CITY, COUNTY, AND TAX COMMISSIONER MUTUALLY AGREE AS FOLLOWS:



Section 1. Representations of the Parties:

Each party hereto makes the following representations and warranties, which are specifically relied upon by all of the other parties as a basis for entering this Agreement:

(a) The City has validly adopted a resolution to authorize it to enter this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. §§ 50-14-1 *et seq.*

(b) The County has validly adopted a resolution to authorize it to enter this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. §§ 50-14-1 *et seq.*

Section 2. Term of Agreement:

The County, acting by and through the Tax Commissioner, agrees that the Tax Commissioner will perform services related to the billing and collecting of all municipal ad valorem taxes owed to the City beginning on the effective date of this Agreement and ending on December 31, 2020.

Section 3. Compensation for Services:

For the increased duties of the Tax Commissioner in regard to these services, the City shall pay to the Tax Commissioner the sum of one dollar (\$1.00) for each lot, parcel, and tract of land billed for ad valorem taxes in the City for each year the term of this agreement remains in effect. In addition, the City will pay to the County, the sum of eight (\$8.00) dollars for each lot, parcel, and tract of land billed for ad valorem taxes in the City for each year the term of this Agreement remains in effect. The compensation schedule is substantially approximate to the cost to the County for the provision of these services. The payments under this Agreement shall be tendered to the County annually

at the time the Tax Commissioner completes compilation of the tax digest for the City and it is approved by the State of Georgia.

Section 4. Covenants and Agreements of County and Tax Commissioner:

(a) The County, acting by and through the Tax Commissioner, shall send the appropriate tax bill to each owner of property in the City for ad valorem taxes in accordance with the millage rate as determined by the City. The Tax Commissioner shall supply to the City a list of all property owners billed and the amount billed at the time the tax digest is prepared, and the Tax Commissioner shall remit to the City all amounts collected pursuant to this Agreement on a weekly basis.

(b) The County, acting by and through the Tax Commissioner, shall have the discretion and authority to invoke any remedy permitted to the City for collection of said taxes, and the City agrees to cooperate fully when requested by the County or Tax Commissioner.

(c) The County, acting by and through the Tax Commissioner, shall furnish and maintain adequate equipment to generate and store necessary billing documents.

(d) The County, acting by and through the Tax Commissioner, shall employ and equip an adequate staff capable of performing the duties assigned to them by the City.

Section 5. Mutual Agreement:

(a) The County shall maintain adequate records showing each billed person's address and the amount of billing and collection, and the County shall make the same available to the City to determine the accuracy of billing and collection.

(b) The City acknowledges that the Tax Commissioner, in her sole discretion, may issue an execution (fieri facias) against the taxpayer if property taxes for property

within the incorporated City are not paid when due. The Tax Commissioner as Ex-Officio Sheriff has the authority to levy against and sell the property within the incorporated City to pay the delinquent taxes. In the event such property is sold at a tax sale, the proceeds are distributed to the City for which the City hereby acknowledges that said sale is to its benefit.

(c) In the event a tax sale is voided by the Tax Commissioner, proper legal authority, or a sale is voided due to a mistake or other reasons under which a property within the incorporated City is brought to sale, the City hereby agrees to repay to the Tax Commissioner the amount of City taxes that were purportedly due, owed, and received by the City through this Agreement from the sale of property, provided, however, that within three (3) years of the tax sale, the Tax Commissioner notifies the City of her mistake and requests repayment of those monies that have been paid out to the City. The notification shall provide the reasons for the mistake and the name to whom repayment has or will be paid. This subsection shall survive the termination of this Agreement as set forth in Section 6(f) for a period of three years following any tax sale brought by the Tax Commissioner under Section 5(b).

(d) In the event the Tax Commissioner adjusts taxes, a portion thereof, or an overpayment of taxes, and upon written notification with an annotation describing the circumstance of the adjustment or refund, the City hereby agrees to pay the taxpayer directly from its Finance Office the adjustment of refund for the amount of City taxes.

(e) In addition to all other rights and powers pertaining to the City by virtue of this Agreement or otherwise, the City reserves the right to terminate and cancel this Agreement and all rights and privileges of the County hereunder in the event the County or Tax Commissioner violate any provision of this Agreement, except where such

violation is without fault or through the County's or Tax Commissioner's excusable neglect, provided however, such notice of termination and cancellation to the County shall be made no later than May 1<sup>st</sup> of the year.

(f) The City shall have the sole authority to set the millage rate for ad valorem taxes within the City.

Section 6. Miscellaneous Provisions:

(a) Arbitration. The parties hereby agree to submit any controversy arising under this Agreement to arbitration pursuant to the provisions of O.C.G.A. § 9-9-1 *et. Seq.*, the Georgia Arbitration Code. Such arbitration shall in all respects be governed by the provisions of the arbitration code and the parties hereby agree to comply with and to be governed by the provisions of said arbitration code as to any controversy so submitted to arbitration.

(b) Counterparts. This agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

(c) Severability. Should any provision of this agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this agreement, or the application of such provision, to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this agreement shall be valid and enforceable to the full extent permitted by law.

(d) Assignment Allowed. The County, acting by and through the Tax Commissioner, may transfer or assign or subcontract any portion of this agreement without the prior written approval of the City.

(e) Notices. All notices, demands, or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited in the United States mail, postage prepaid and registered, or certified with return receipt requested to the addresses appearing on the executed page hereof, or when delivered by hand to the addresses shown below or when transmitted to any telex number appearing below; provided, however, in those cases where a telex number is stated on the execution page for a particular party, notice to such party must be given by telex message to such number to be an effective notice hereunder:

(1) Whitesburg, Mayor, City of Whitesburg, 788 Main Street,  
Whitesburg, Georgia 30185

(2) Carroll County – Chairman Carroll County Board of Commissioners  
P.O. Box 338 Carrollton, Georgia 30112


(3) Tax Commissioner – 423 College Street, Room 401, Carrollton,  
Georgia 30117

All notices shall be sent to the successors in office to any of the foregoing. Furthermore each of the foregoing officials shall have the right to designate in writing one project representative to receive notices in their stead.


(f) Term of Agreement. This Agreement shall become effective immediately upon execution by the parties hereto and shall extend to December 31, 2020.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and  
seals.

CARROLL COUNTY, GEORGIA

BY:   
Marty W. Smith, Chairman


ATTEST:

  
Susan Mabry, Clerk  
Carroll County Board of Commissioners


WHITESBURG, GEORGIA

BY:   
Ronnie Pate, Mayor

ATTEST:

  
Sherry Bilbo, City Clerk

TAX COMMISSIONER

BY:   
Vickie Bearden,  
Tax 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.

**COUNTY: CARROLL**

**Service: TAX VALUATION**

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.): **CARROLL 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.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
CARROLL COUNTY	GENERAL FUND

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

The actual mechanisms for delivering this service remain unchanged. The only change is its addition to the Service Delivery Agreement document. Description is attached.

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
SERVICE DELIVERY AGREEMENT	CARROLL COUNTY - ALL CITIES	OCTOBER 2018 - CURRENT

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?

SAME AS #5

7. Person completing form: **SUSAN A. MABRY, COUNTY CLERK**  
 Phone number: **770-830-5800**      Date completed: OCTOBER 24, 2018

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:



## *Carroll County Service Delivery Strategy*

### **TAX VALUATION**

The Carroll County Board of Assessors currently provides this service for county-wide tax valuation and all costs are paid from the County General Funds.



**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.

<p><b>COUNTY: CARROLL</b></p>	<p><b>Service: WATER AND WASTEWATER SERVICES</b>  <i>(Name changed from Wastewater and Treatment/Water Supply Distribution)</i></p>
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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.):
  
- 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.): **CARROLL COUNTY WATER AUTHORITY, BOWDON, BREMEN, CARROLLTON, MOUNT ZION, ROOPVILLE, TEMPLE, VILLA RICA, WHITESBURG**

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.).

<b>Local Government or Authority</b>	<b>Funding Method</b>	
Carroll County Water Authority	Water & Wastewater	User Fees, Grants, Loans
City of Carrollton	Water & Wastewater	User Fees, Grants, Loans
City of Bowdon & Bremen	Water & Wastewater	User Fees, Grants, Loans
City of Mount Zion	Water Only	User Fees
City of Temple & Villa Rica	Water & Wastewater	User Fees, Grants, Loans
City of Roopville & Whitesburg	Water Only	User Fees

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

Only the description of this service has been updated, corrected, and revised, the actual mechanisms for delivering the service remains unchanged. Restated description is attached.

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>

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?

SAME AS #5

7. Person completing form: **SUSAN A. MABRY**  
 Phone number: **770-830-5800**      Date completed: OCTOBER 24, 2018

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

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

## **WATER AND WASTEWATER SERVICES**

### **I. Water Service.**

The cities of Bowdon, Bremen, Carrollton, Mount Zion, Roopville, Temple, Whitesburg, and Villa Rica and the Carroll County Water Authority (“CCWA”) operate water distribution systems and distribute water directly to users located within their respective service areas. The cities of Bowdon, Bremen, Carrollton, Roopville, Whitesburg and Villa Rica have permitted water supplies and water treatment plants, as necessary, to supply users within their respective service areas. CCWA has permitted water supplies and water treatment plant to supply users within its respective service area and to municipal customers including the cities of Mount Zion, Roopville, Temple, Whitesburg and Villa Rica. Capital, operating and debt service costs for water service are derived from enterprise funds maintained by the respective entities and supported by their user fees. Carroll County does not provide or fund water service.

### **II. Wastewater Service.**

The cities of Bowdon, Bremen, Carrollton, Temple, and Villa Rica, and CCWA currently provide wastewater collection and treatment using various methodologies. Each entity has permitted wastewater treatment facilities and associated collection systems that service portions of their respective service areas. Capital, operating, and debt service costs for wastewater service are derived from enterprise funds maintained by the respective entities and supported by their user fees. Carroll County does not provide or fund wastewater service.

The attached Water and Wastewater Service Delivery Map shows each entity's respective water and wastewater service delivery area.

The availability of adequate water and wastewater capacities are essential to the long-term livability and economic viability of Carroll County and its municipalities. Development of water and wastewater capacities takes significant time, planning, resources and investment to bring to fruition. As such, Carroll County and the water providers therein will continue to cooperate in areas of mutual benefit to be effective, efficient and responsive regarding delivery of water and wastewater services within Carroll County.

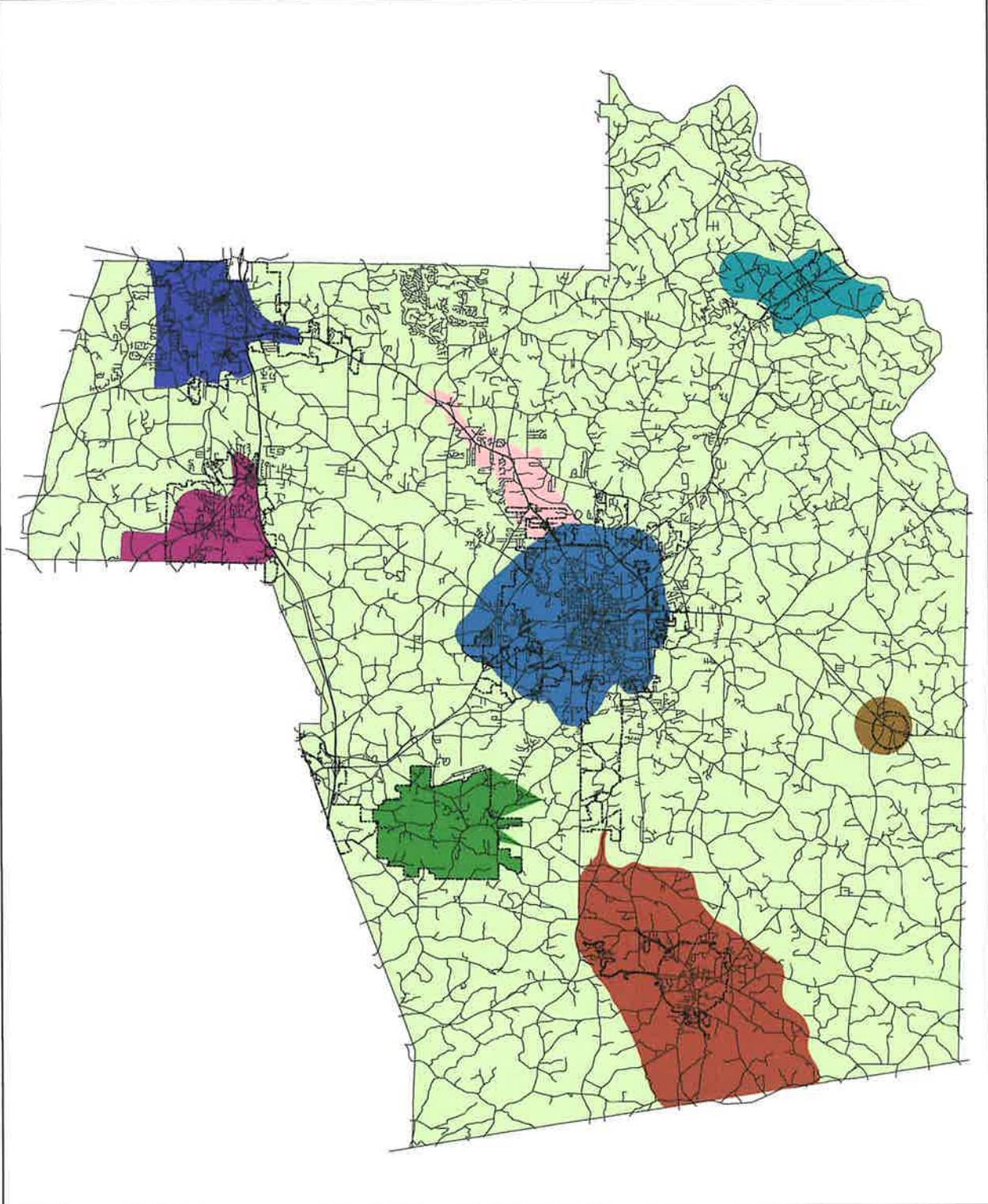
# Water and Wastewater Service Delivery Carroll County, Georgia

## Legend

Incorporated Cities

- Bowdon
- Carrollton
- Roopville
- Temple
- Villa Rica
- Whitesburg
- Mount Zion
- Carroll County Water Authority (CCWA)
- CCWA/Carrollton \*\*

\*\* CCWA is the water provider.  
Carrollton is the wastewater provider  
per an intergovernmental agreement.



Please use this map as a guide and not as definitive information. The areas depicted by this map are approximate and are provided for illustrative purposes only. While every effort has been made to ensure the accuracy, completeness, and timeliness of the information, the user assumes the burden for determining the appropriateness for use rests solely with the user. This map is provided "as is" with no warranties, express or implied.

**MEMORANDUM OF AGREEMENT ADOPTING A PROCESS TO RESOLVE LAND  
USE CLASSIFICATION DISPUTES OF AN AREA TO BE ANNEXED**

*(Revision of Memorandum of Agreement originally adopted April 1998)*

This process is applicable only for the purpose of resolving land use classification disputes when the County objects to the proposed land use of an area to be annexed into a municipality within the County. No other basis for objection shall invoke this process.

Upon receipt of the notification to the County by the City as required in O.C.G.A. § 36-36-6 and O.C.G.A. § 36-36-9, the County shall have ten (10) business days to notify the City in writing of its intent to object to the proposed annexation and shall specify the basis for the objection. The absence of said notification by the County shall be construed to mean the City may proceed with the annexation in compliance with applicable state and local laws and ordinances and no subsequent objections under this process may be filed for the annexation under consideration.

If the County serves notice of its intent to object, then said objection shall be submitted to the Board of Commissioners at their next regularly scheduled meeting for consideration. The objection shall be considered valid for purposes of invoking the provisions of this process only upon a majority vote of the Board of Commissioners in favor of the objection. If the Board of Commissioners fails to act on the intent to object within twenty (20) business days, then no objection shall be considered to exist for purposes of this process.

If the Board of Commissioners confirms by affirmative vote an objection as permitted for herein, then the County shall have five (5) business days to document in writing the nature of the objection. This documentation shall be delivered to the City.

Representatives of the affected City and the County shall have ten (10) business days from the City's receipt of the objections to meet and devise mitigative measures to address the specific land use conflicts created by the proposed annexation. Once the City and County agree that the mitigative measures are reasonable to address land use conflicts, then the City may approve the annexation with the imposition of said conditions.

If the City and County fail to reach an agreement on mitigative measures, then the City and County agree to mutually select a mediator from the list maintained by the Georgia Department of Community Affairs or other mutually agreed upon source. The cost and any associated expense shall be equally borne by the City and County.

The mediator shall have up to thirty (30) calendar days to propose alternatives/mitigation, etc. to resolve the objections to the proposed land use classification. The mediator's proposal must be approved by the designated representative(s) of both the City and County.

If at the end of the thirty (30) calendar days the City and County cannot agree to a resolution of the objection through mediation, then the dispute shall be referred to a Board of Annexation Appeals which shall be composed of three (3) members\*; one appointed by the City, one appointed by the County, and one who must be a certified AICP planning professional approved by both the City and County.

The Board of Annexation Appeal shall be vested with the Authority to make the final administrative determination as to the applicability of the objection.

Within fifteen (15) business days of the rejection of the mediator's proposed resolution and after not less than fifteen (15) calendar days notice in a newspaper of general circulation, the Board of Annexation Appeals shall hold a public hearing for hearing any comments as to the proposed annexation and/or the objections thereto.

Within five (5) business days of the public hearing, the Board of Annexation Appeals shall render its decision, which shall be in the form of one of the following alternatives:

1. Approve the annexation based on the land use classification proposed.
2. Deny the annexation based on the land use classification objection.
3. Approve the annexation based on the mediator's proposed resolution.

The City and County agree to be bound by the decision of the Board of Annexation Appeals. All costs associated with the work of the Board of Annexation Appeals shall be equally borne by the City and County.

Nothing in this process shall prohibit a City from proceeding with its annexation process subject to the outcome of this process.

Nothing in this process shall preclude the rights of any property owner to seek additional relief in a court of competent jurisdiction.

The effective date of this Agreement shall be July 1, 2000, or upon adoption of the Service Delivery Strategy by Carroll County and its municipalities as required in O.C.G.A. § 36-70-21, 36-70-25, whichever is later.

This agreement may be modified or amended by approval of the same jurisdictions necessary to adopt the Service Delivery Strategy in O.C.G.A. § 36-70-21, 36-70-25.

\* Members of the Board of Annexation Appeals may not be an elected or staff member of the respective governing authorities' parties to this resolution process.

**MEMORANDUM OF AGREEMENT ADOPTING A PROCESS TO RESOLVE  
“CONFLICTING LAND USE PLANS”**

The approving parties to this Service Delivery Strategy have determined that overall the Land Use plans of the respective jurisdictions are generally compatible and non-conflicting at this time.

However, the approving parties also recognize that in the future amendments to their respective plans or rezonings may result in conflicts. Accordingly, the approving parties agree to follow the same process required to resolve land use disputes arising from annexation as adopted on April 18, 1999, for any future conflicting land use plans.

This process is applicable only for the purpose of resolving future conflicting land use plans between jurisdictions in Carroll County, Georgia beginning the effective date specified herein. No other basis for objection shall invoke this process.

Should any jurisdiction of Carroll County, Georgia propose to amend its land use plan by revision of said plan or by rezoning any property with a common boundary with another jurisdiction, the jurisdiction proposing the amendment or rezoning shall so notify the jurisdiction with a common boundary by certified letter to the Chief Elected Official of the jurisdiction of the intent to amend the land use plan or rezoning of said property. The notice shall specify the proposed change in land use or the proposed change in zoning classification and any proposed specific use(s) if known.

The jurisdiction receiving such notice shall have ten (10) business days to notify the jurisdiction proposing the land use revision or rezoning of its intent to object to the proposed amendment or rezoning and shall specify the basis for the objection. The absence of said notification shall be construed to mean the jurisdiction proposing the amendment or rezoning may proceed with the revision or rezoning in compliance with applicable state and local laws and ordinances and no subsequent objections under this process may be filed for the land use amendment or rezoning under consideration.

If a jurisdiction serves notice of its intent to object, then said objection shall be submitted to the governing authority of the objecting jurisdiction at its next regularly scheduled meeting for consideration. The objection shall be considered valid for purposes of invoking this process only upon a majority vote of the governing body of the objecting jurisdiction in favor of the objection. If the objecting jurisdiction fails to act on the intent to object within twenty (20) business days, then no objection shall be considered to exist for purposes of this process.

If the objecting jurisdiction confirms by affirmative vote an objection as permitted herein, then the objecting jurisdiction shall have five (5) business days to document in writing the nature of the objection. This documentation shall be delivered to the Chief Elected Official of the jurisdiction proposing the amendment to the land use plan or rezoning by certified mail.

Representatives of the affected jurisdictions shall have ten (10) business days from the proposing jurisdictions receipt of the objections to meet and devise mitigative measures to



address the specific 'conflicting land use plans'. Once the jurisdictions agree that the mitigative measures are reasonable to address 'conflicting land use plans', then the jurisdiction proposing the amendment or rezoning may proceed with the amendment or rezoning with the imposition of said conditions.

If the jurisdictions fail to reach an agreement on mitigative measures, then the jurisdictions agree to mutually select a mediator from the list maintained by the Georgia Department of Community Affairs or other mutually agreed upon source. The cost and any associated expense shall be equally borne by the respective jurisdictions.

The mediator shall have up to thirty (30) days to propose alternatives/mitigation, etc. to resolve the objections to the proposed amendment to the land use plan or rezoning. The mediator's proposal must be approved by the designated representative(s) of both jurisdictions.

If at the end of thirty (30) calendar days the jurisdictions cannot agree to a resolution of the objection through mediation, then the dispute shall be referred to the Board of Land Use Conflict Appeals which shall be composed of three (3) board members; one appointed by the proposing jurisdiction, one appointed by the objecting jurisdiction, and one who must be a certified AICP planning professional appointed by both jurisdictions.

The Board of Land Use Conflict Appeals shall be vested with the authority to make the final administrative determination as to the applicability of the objection.

Within fifteen (15) business days of the rejection of the mediator's proposed resolution and after not less than fifteen (15) calendar days notice in the County's legal organ, the Board of Land Use Conflict Appeals shall hold a public hearing for the purpose of hearing any comments as to the proposed land use amendment or rezoning and/or the objection thereto.

Within five (5) business days of the public hearing the Board of Land Use Conflict Appeals shall render its decision, which shall be in the form of one of the following alternatives:

1. Approve the amendment to the land use plan or rezoning as proposed.
2. Deny the amendment to the land use plan or rezoning based on the objection.
3. Approve the land use amendment or rezoning based on the mediator's proposed resolution.

All jurisdiction parties to the Service Delivery Strategy agree to be bound by the decision of the Board of Land Use Conflict Appeals. All costs associated with the work of the Board of Land Use Conflict Appeals shall be equally borne by the jurisdictions.

Nothing in this process shall prohibit a jurisdiction from proceeding with its land use amendment or rezoning process subject to the outcome of this process.

Nothing in this process shall preclude the right of any property owner to seek additional relief in a court of competent jurisdiction. The effective date of this Agreement shall be July 1, 2000.

This Agreement may be modified or amended by approval of the same jurisdictions necessary to adopt the Service Delivery Strategy in O.C.G.A § 36-70-21, 36-70-25.

- Members of the Board of Land Use Conflict Appeals may not be an elected or staff member of the respective governing authorities' parties to this resolution process.



**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: CARROLL**

1. What incompatibilities or conflicts between the land use plans of local governments were identified in the process of developing the service delivery strategy?

NO CHANGE. LAND USE AGREEMENTS ATTACHED.

2. Check the boxes indicating how these incompatibilities or conflicts were addressed:

- Amendments to existing comprehensive plans
- Adoption of a joint comprehensive plan
- Other measures (amend zoning ordinances, add environmental regulations, etc.)

If "other measures" was checked, describe these measures:

N/A

**NOTE:**

If the necessary plan amendments, regulations, ordinances, etc. have not yet been formally adopted, indicate when each of the affected local governments will adopt them.

3. What policies, procedures and/or processes have been established by local governments (and water and sewer authorities) to ensure that new extraterritorial water and sewer service will be consistent with all applicable land use plans and ordinances? Carroll County and its cities have comprehensive land use plans that facilitate development in areas where water and sewer service is (will be) provided. When reviewing developments, staff receives comments from its respective water and sewer authorities to aid in its analysis/recommendation for the governing body to consider when reviewing a proposed development.

4. Person completing form: **SUSAN A. MABRY, COUNTY CLERK**

Phone number: **770-830-5800**      Date completed: OCTOBER 24, 2018

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:

**MEMORANDUM OF AGREEMENT ADOPTING A PROCESS TO RESOLVE  
“CONFLICTING LAND USE PLANS”**

The approving parties to this Service Delivery Strategy have determined that overall the Land Use plans of the respective jurisdictions are generally compatible and non-conflicting at this time.

However, the approving parties also recognize that in the future amendments to their respective plans or rezonings may result in conflicts. Accordingly, the approving parties agree to follow the same process required to resolve land use disputes arising from annexation as adopted on April 18, 1999, for any future conflicting land use plans.

This process is applicable only for the purpose of resolving future conflicting land use plans between jurisdictions in Carroll County, Georgia beginning the effective date specified herein. No other basis for objection shall invoke this process.

Should any jurisdiction of Carroll County, Georgia propose to amend its land use plan by revision of said plan or by rezoning any property with a common boundary with another jurisdiction, the jurisdiction proposing the amendment or rezoning shall so notify the jurisdiction with a common boundary by certified letter to the Chief Elected Official of the jurisdiction of the intent to amend the land use plan or rezoning of said property. The notice shall specify the proposed change in land use or the proposed change in zoning classification and any proposed specific use(s) if known.

The jurisdiction receiving such notice shall have ten (10) business days to notify the jurisdiction proposing the land use revision or rezoning of its intent to object to the proposed amendment or rezoning and shall specify the basis for the objection. The absence of said notification shall be construed to mean the jurisdiction proposing the amendment or rezoning may proceed with the revision or rezoning in compliance with applicable state and local laws and ordinances and no subsequent objections under this process may be filed for the land use amendment or rezoning under consideration.

If a jurisdiction serves notice of its intent to object, then said objection shall be submitted to the governing authority of the objecting jurisdiction at its next regularly scheduled meeting for consideration. The objection shall be considered valid for purposes of invoking this process only upon a majority vote of the governing body of the objecting jurisdiction in favor of the objection. If the objecting jurisdiction fails to act on the intent to object within twenty (20) business days, then no objection shall be considered to exist for purposes of this process.

If the objecting jurisdiction confirms by affirmative vote an objection as permitted herein, then the objecting jurisdiction shall have five (5) business days to document in writing the nature of the objection. This documentation shall be delivered to the Chief Elected Official of the jurisdiction proposing the amendment to the land use plan or rezoning by certified mail.

Representatives of the affected jurisdictions shall have ten (10) business days from the proposing jurisdictions receipt of the objections to meet and devise mitigative measures to

address the specific 'conflicting land use plans'. Once the jurisdictions agree that the mitigative measures are reasonable to address 'conflicting land use plans', then the jurisdiction proposing the amendment or rezoning may proceed with the amendment or rezoning with the imposition of said conditions.

If the jurisdictions fail to reach an agreement on mitigative measures, then the jurisdictions agree to mutually select a mediator from the list maintained by the Georgia Department of Community Affairs or other mutually agreed upon source. The cost and any associated expense shall be equally borne by the respective jurisdictions.

The mediator shall have up to thirty (30) days to propose alternatives/mitigation, etc. to resolve the objections to the proposed amendment to the land use plan or rezoning. The mediator's proposal must be approved by the designated representative(s) of both jurisdictions.

If at the end of thirty (30) calendar days the jurisdictions cannot agree to a resolution of the objection through mediation, then the dispute shall be referred to the Board of Land Use Conflict Appeals which shall be composed of three (3) board members\*; one appointed by the proposing jurisdiction, one appointed by the objecting jurisdiction, and one who must be a certified AICP planning professional appointed by both jurisdictions.

The Board of Land Use Conflict Appeals shall be vested with the authority to make the final administrative determination as to the applicability of the objection.

Within fifteen (15) business days of the rejection of the mediator's proposed resolution and after not less than fifteen (15) calendar days notice in the County's legal organ, the Board of Land Use Conflict Appeals shall hold a public hearing for the purpose of hearing any comments as to the proposed land use amendment or rezoning and/or the objection thereto.

Within five (5) business days of the public hearing the Board of Land Use Conflict Appeals shall render its decision, which shall be in the form of one of the following alternatives:

1. Approve the amendment to the land use plan or rezoning as proposed.
2. Deny the amendment to the land use plan or rezoning based on the objection.
3. Approve the land use amendment or rezoning based on the mediator's proposed resolution.

All jurisdiction parties to the Service Delivery Strategy agree to be bound by the decision of the Board of Land Use Conflict Appeals. All costs associated with the work of the Board of Land Use Conflict Appeals shall be equally borne by the jurisdictions.

Nothing in this process shall prohibit a jurisdiction from proceeding with its land use amendment or rezoning process subject to the outcome of this process.

Nothing in this process shall preclude the right of any property owner to seek additional relief in a court of competent jurisdiction. The effective date of this Agreement shall be July 1, 2000.

This Agreement may be modified or amended by approval of the same jurisdictions necessary to adopt the Service Delivery Strategy in O.C.G.A § 36-70-21, 36-70-25.

- Members of the Board of Land Use Conflict Appeals may not be an elected or staff member of the respective governing authorities' parties to this resolution process.

**MEMORANDUM OF AGREEMENT ADOPTING A PROCESS TO RESOLVE LAND  
USE CLASSIFICATION DISPUTES OF AN AREA TO BE ANNEXED**

*(Revision of Memorandum of Agreement originally adopted April 1998)*

This process is applicable only for the purpose of resolving land use classification disputes when the County objects to the proposed land use of an area to be annexed into a municipality within the County. No other basis for objection shall invoke this process.

Upon receipt of the notification to the County by the City as required in O.C.G.A. § 36-36-6 and O.C.G.A. § 36-36-9, the County shall have ten (10) business days to notify the City in writing of its intent to object to the proposed annexation and shall specify the basis for the objection. The absence of said notification by the County shall be construed to mean the City may proceed with the annexation in compliance with applicable state and local laws and ordinances and no subsequent objections under this process may be filed for the annexation under consideration.

If the County serves notice of its intent to object, then said objection shall be submitted to the Board of Commissioners at their next regularly scheduled meeting for consideration. The objection shall be considered valid for purposes of invoking the provisions of this process only upon a majority vote of the Board of Commissioners in favor of the objection. If the Board of Commissioners fails to act on the intent to object within twenty (20) business days, then no objection shall be considered to exist for purposes of this process.

If the Board of Commissioners confirms by affirmative vote an objection as permitted for herein, then the County shall have five (5) business days to document in writing the nature of the objection. This documentation shall be delivered to the City.

Representatives of the affected City and the County shall have ten (10) business days from the City's receipt of the objections to meet and devise mitigative measures to address the specific land use conflicts created by the proposed annexation. Once the City and County agree that the mitigative measures are reasonable to address land use conflicts, then the City may approve the annexation with the imposition of said conditions.

If the City and County fail to reach an agreement on mitigative measures, then the City and County agree to mutually select a mediator from the list maintained by the Georgia Department of Community Affairs or other mutually agreed upon source. The cost and any associated expense shall be equally borne by the City and County.

The mediator shall have up to thirty (30) calendar days to propose alternatives/mitigation, etc. to resolve the objections to the proposed land use classification. The mediator's proposal must be approved by the designated representative(s) of both the City and County.

If at the end of the thirty (30) calendar days the City and County cannot agree to a resolution of the objection through mediation, then the dispute shall be referred to a Board of Annexation Appeals which shall be composed of three (3) members\*; one appointed by the City, one appointed by the County, and one who must be a certified AICP planning professional approved by both the City and County.

The Board of Annexation Appeal shall be vested with the Authority to make the final administrative determination as to the applicability of the objection.

Within fifteen (15) business days of the rejection of the mediator's proposed resolution and after not less than fifteen (15) calendar days notice in a newspaper of general circulation, the Board of Annexation Appeals shall hold a public hearing for hearing any comments as to the proposed annexation and/or the objections thereto.

Within five (5) business days of the public hearing, the Board of Annexation Appeals shall render its decision, which shall be in the form of one of the following alternatives:

1. Approve the annexation based on the land use classification proposed.
2. Deny the annexation based on the land use classification objection.
3. Approve the annexation based on the mediator's proposed resolution.

The City and County agree to be bound by the decision of the Board of Annexation Appeals. All costs associated with the work of the Board of Annexation Appeals shall be equally borne by the City and County.

Nothing in this process shall prohibit a City from proceeding with its annexation process subject to the outcome of this process.

Nothing in this process shall preclude the rights of any property owner to seek additional relief in a court of competent jurisdiction.

The effective date of this Agreement shall be July 1, 2000, or upon adoption of the Service Delivery Strategy by Carroll County and its municipalities as required in O.C.G.A. § 36-70-21, 36-70-25, whichever is later.

This agreement may be modified or amended by approval of the same jurisdictions necessary to adopt the Service Delivery Strategy in O.C.G.A. § 36-70-21, 36-70-25.

\* Members of the Board of Annexation Appeals may not be an elected or staff member of the respective governing authorities' parties to this resolution process.





**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: CARROLL**

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>CARROLL COUNTY</u>	Chairman	Marty W. Smith		10/2/18
<u>CITY OF BOWDON</u>	Mayor	Jim Chaffin		
<u>CITY OF BREMEN</u>	Mayor	Sharon Sewell		
<u>CITY OF CARROLLTON</u>	Mayor	Walt Hollingsworth		9-24-18
<u>CITY OF MOUNT ZION</u>	Mayor Pro Tem	John Griffin		10-9-18
<u>CITY OF ROOPVILLE</u>	Mayor	Robert A. Merrell, Jr.		
<u>CITY OF TEMPLE</u>	Mayor	Michael C. Johnson		10/24/18
<u>CITY OF VILLA RICA</u>	Mayor	Jeff Reese		10/23/18
<u>CITY OF WHITESBURG</u>	Mayor	Amy Reeves Williford		10-1-18

**JOINT RESOLUTION OF CARROLL COUNTY, GEORGIA, CITY OF BOWDON,  
CITY OF BREMEN, CITY OF CARROLLTON, CITY OF MOUNT ZION, TOWN OF  
ROOPVILLE, CITY OF TEMPLE, CITY OF VILLA RICA, CITY OF WHITESBURG,  
and ADOPTING SERVICE DELIVERY AGREEMENT**

WHEREAS, representatives of Carroll County ("County"), City of Bowdon, City of Bremen, City of Carrollton, City of Mount Zion, Town of Roopville, City of Temple, City of Villa Rica, and City of Whitesburg (collectively "Cities") have met and discussed Service Delivery within Carroll County; and

WHEREAS, the County and Cities originally entered into a Service Delivery Agreement in September 1999, which they readopted and/or amended in 2005, 2008, 2012, and 2018; and

WHEREAS, the County and Cities have determined that the Service Delivery Agreement, attached hereto as Exhibit "A," reflects their preferred arrangements for the providing of local services throughout the County;

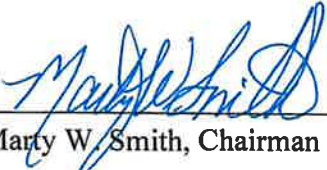
NOW, THEREFORE, the County and Cities do hereby RESOLVE as follows:

1. The County and Cities adopt the Service Delivery Agreement attached hereto as Exhibit "A".
2. The County and Cities agree that the Service Delivery Agreement accurately reflects the preferred arrangements for providing local services within the County.
3. By approving this Resolution, each municipality provides authority to its Mayor or Mayor Pro Tem to execute the Agreement and the Service Delivery Strategy Update Certification and provide the County Clerk with the authority to take the necessary steps to ensure the Certification is provided to the State of Georgia Department of Community Affairs.
4. By approving this Resolution, the Board of Commissioners provides authority to the Chairman to execute the Agreement and the Service Delivery Strategy Update Certification and to allow the County Clerk to take necessary steps to ensure the Certification is provided to the State of Georgia Department of Community Affairs.
5. The effective date of this Resolution will be upon the approval of all necessary parties pursuant to OCGA § 36-70-25.
6. This Resolution may be executed in several counterparts, each of which shall be deemed an original, all of which together shall constitute one in the same instrument.

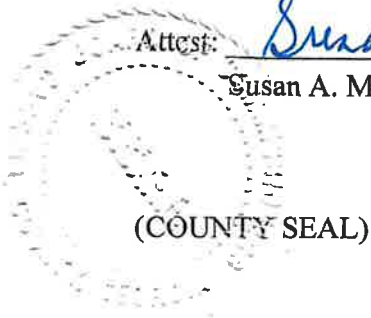
*[Signature pages to follow in separate parts]*

SO RESOLVED this 2<sup>nd</sup> day of October, 2018.

**CARROLL COUNTY, GEORGIA**

By:   
Marty W. Smith, Chairman  
Board of Commissioners

Attest:   
Susan A. Mabry, County Clerk



*[Signature Pages to Follow]*

**CITY OF BOWDON, GEORGIA**

By:   
Mayor

Attest:   
Clerk

(CITY SEAL)

*[Signature Pages to Follow]*

CITY OF CARROLLTON, GEORGIA

By: [Handwritten Signature]  
Mayor

Attest: [Handwritten Signature]  
Clerk



*[Signature Pages to Follow]*

**CITY OF MOUNT ZION, GEORGIA**

By   
Mayor

Attest:   
Clerk

(CITY SEAL  *Signature Pages to Follow*)

**TOWN OF ROOPVILLE, GEORGIA**

By:           *R. L. Mearns*            
Mayor

Attest:           *Bill Deard*            
Clerk

(TOWN SEAL)



*[Signature Pages to Follow]*

**CITY OF TEMPLE, GEORGIA**

By: Michael C Johnson  
Mayor

Attest: Krista E Howard  
Clerk

(CITY SEAL)

*[Signature Page to Follow]*



**CITY OF VILLA RICA, GEORGIA**

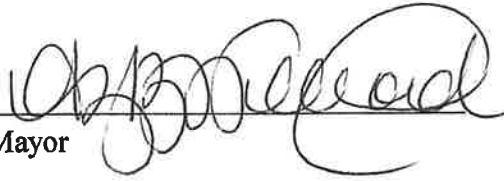
By: Jeff Reese  
Mayor

Attest: Alisa Boyd  
Clerk

(CITY SEAL)

*[Signature Pages to Follow]*

**CITY OF WHITESBURG, GEORGIA**

By:   
Mayor

Attest:   
Clerk

(CITY SEAL)

# *Service Delivery Strategy*

*for*

**Carroll County, Georgia**

*and the cities of*

**Bowdon, Georgia**

**Bremen, Georgia**

**Carrollton, Georgia**

**Mount Zion, Georgia**

**Roopville, Georgia**

**Temple, Georgia**

**Villa Rica, Georgia**

**Whitesburg, Georgia**



*Adopted October 2018*

***Service Delivery Strategy***

***Carroll County and the Cities of Bowdon, Bremen, Carrollton, Mount Zion, Roopville, Temple, Villa Rica and Whitesburg***

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ATTACHMENTS:

FIRE PROTECTION SERVICE MAP

WATER AND WASTEWATER SERVICE DELIVERY MAP

## **CARROLL COUNTY SERVICE DELIVERY AGREEMENT**

**Parties: Carroll County and the Cities of Bowdon, Bremen, Carrollton, Mount Zion, Roopville, Temple, Villa Rica, and Whitesburg**

### **AIRPORT**

The West Georgia Regional Airport Authority is a statutorily created entity whose members (three from Carroll County and three from Haralson County) are appointed by the respective governing bodies of Carroll and Haralson Counties. The Authority is the governing entity for the West Georgia Regional Airport.

The facility serves a multi-county area. Funding is provided primarily from user fees with occasional intergovernmental funds in the form of local government contributions and state/federal grants.

Future growth and the facility's import to the multi-county area for transportation and economic development may at some point require a more sustained level of operational and capital improvement funding. Since the facility provides a county-wide service, any such funding is provided from the respective county general funds.

### **ANIMAL CONTROL**

Pursuant to the Local Option Sales Tax (LOST) distribution agreement, Carroll County provides this service to all cities (including only the Carroll County portion of the City of Bremen), utilizing a building facility and property located at 251 Automation Drive, Carrollton, Georgia, which was constructed by the County using Special Purpose Local Option Sales Tax (SPLOST) funds. The County and each city have adopted Animal Control Ordinances. Funding is provided from the County General Fund.

### **BUILDING CODES INSPECTION**

The cities of Bremen, Carrollton and Villa Rica provide this service in their jurisdictions. Carroll County provides this service in unincorporated Carroll County and for all other cities on a fee basis.

Funding for this service is derived from taxes and fees from the unincorporated area of the County and the cities receiving the service only. Should any jurisdiction currently utilizing the County provided inspections service select to provide its own service, then this same funding provision will apply. Services to the other cities should be derived from user fees and/or by intergovernmental agreements between the County and respective cities.

## **CONVENTION / TOURISM SERVICES**

Operational funding for the Carrollton Area Convention and Visitors Bureau (CACVB) is currently derived in total from a hotel/motel tax levied on hotel/motel guests staying in hotels/motels within the City of Carrollton. The CACVB is governed by a five (5) member board appointed by the Mayor and City Council of Carrollton. The City of Villa Rica appoints and funds the Villa Rica Convention & Visitors Bureau, Inc., a 501(c)(6) non-profit corporation, from hotel/motel taxes levied on guests staying in hotels/motels within the City of Villa Rica. Carroll County has levied the hotel/motel tax for the unincorporated areas to promote tourism services throughout the County.

## **CORONER – DEATH INVESTIGATION**

The County Coroner provides death investigation services county-wide, all costs are paid from the County's General Fund.

## **COURTS**

Superior, State, Magistrate, Juvenile, and Probate court functions and services (including prosecution, probation, social services and any additional related/allied services) are county-wide in scope and function, and all costs associated are paid from the County General Fund. Each respective city choosing to provide Municipal Court Services shall pay all costs associated with same from city funds and retain all fines/forfeitures from same.

## **ECONOMIC DEVELOPMENT**

Carroll County and the Development Authorities of the cities of Bowdon, Carrollton, and Villa Rica are investment stakeholders in the Carroll County Economic Development Foundation, dba Carroll Tomorrow, a 501(c)(3) public-private partnership, which provides specific economic development support to meet the needs of these respective communities. Carroll Tomorrow, in conjunction with the Carroll County Chamber of Commerce serves as the county-wide clearinghouse, coordinator, recruiting, and marketing arm for economic development activities in Carroll County. Carroll Tomorrow partners with Haralson County Development Authority and the City of Bremen, as well as the Douglas County Development Authority on projects that may have regional benefits. Carroll County has in the past provided SPLOST funds for the acquisition of land, as well as assistance in the construction of industrial access roads, industrial sites, and the extension of infrastructure to facilitate economic investment in the County on a case-by-case basis as resources permit and will continue to do so.

## **ELECTIONS**

Carroll County currently provides this service for all elections held county-wide (national, state, district, and county) through its Board of Elections and Registrations. The Board of Elections will also provide this service to city jurisdictions for city elections on a fee basis pursuant to intergovernmental agreements; however, qualifying for city elections is handled by the cities.

## **E-911 COMMUNICATIONS CENTER**

Emergency 911 (E-911) service in Carroll County is provided county-wide under the auspices of Carroll County and is funded from a \$1.50 surcharge on local telephones and cellular phones. In 2016, the County completed the addition to, and renovation of, the E-911 facility using SPLOST funds.

The E-911 Communications Center for Carroll County was originally established as a 911 Center under an intergovernmental agreement which created a Users Board consisting of a representative from each agency dispatched by the Center.

Currently user fees fund the operation of the E-911 Communications Center. In the future should the expenses of operating the E-911 Center exceed the funds generated from all surcharge applications available (both landlines and wireless) any additional funding requirements shall be borne by the participating governing authorities or private users on a pro rata basis. That pro rata basis shall be the respective users total number of dispatch calls as a percentage of the total calls for the most recently completed calendar year period.

## **EMERGENCY MANAGEMENT**

This service is provided by the Carroll County Emergency Management Agency. This service is clearly county-wide in scope and function and should continue to be funded from the County General Fund.

## **EMERGENCY MEDICAL SERVICES**

This service is currently provided county-wide by Carroll County under a contractual agreement with a private 911 zone provider. The Emergency Medical Services Review Committee advises the Chairman of the County Board of Commissioners on matters relating to the development and coordination of the emergency medical services system that serves the residents of Carroll County. The County will continue to fund this from the County General Fund.

## **EXTENSION SERVICE**

The Carroll County Extension Service provides this service county-wide. The Extension Service is a part of the University System of Georgia and receives some state funding. A cooperative agreement exists between Carroll County and the Extension Service to provide educational and technical services to homeowners and businesses in the areas of agricultural, horticultural, environment, family consumer sciences, and youth 4-H programs. Funding is provided from the County General Fund and state funding.

## **FIRE PROTECTION**

Carroll County provides fire services to all of unincorporated Carroll County and to the cities of Bowdon, Mount Zion, Roopville, Temple, Villa Rica, and Whitesburg pursuant to under the intergovernmental agreements for \$1.00 per year and extending fifty years. In providing this service, the Carroll County Fire Department operates fifteen fire stations and a fire headquarters with appropriate equipment and manpower.

The City of Carrollton provides fire services to the incorporated area of Carrollton and to a designated fire district in the unincorporated Carroll County under an intergovernmental agreement with Carroll County. The City of Carrollton operates four fire stations with appropriate equipment and manpower. Pursuant to an intergovernmental agreement, the City of Carrollton and the Carroll County Fire Department have a reciprocal Automatic and Mutual Aid pact. The City of Carrollton and the Carroll County Fire Departments also participate in a regional Hazardous Materials Response Program headquartered in the City of Carrollton.

As Carroll County and its cities continue to grow and the respective fire services expand, great care should be exercised in closely coordinating the location of any new fire stations and the allocation of resources for equipment/apparatus between the fire service providers in the County. The Departments should consult regularly and routinely on these and other matters, study and evaluate potential growth patterns, and plan to allocate all resources (manpower, facilities and equipment) in a manner so as to maximize coverage, response, and effectiveness.

Fire services are paid from the County General Fund for all unincorporated areas and for the cities of Bowdon, Mount Zion, Roopville, Temple, Villa Rica and Whitesburg. The Carroll County taxpayers located within the City of Carrollton and the City of Bremen will receive a millage rate credit for fire services provided within their respective city limits.

The attached Fire Protection Service Map shows the fire service delivery areas for the City of Carrollton, the City of Bremen and Carroll County.



## **HOSPITALS**

The Carroll City-County Hospital Authority (the "Authority") owns several health care facilities in Carroll County. In 1988, the Authority formed Tanner Medical Center, Inc. ("Tanner"), a tax-exempt, charitable provider of health care services, and agreed to lease the Authority's facilities to Tanner. Under this lease, Tanner is obligated to maintain tax-exempt status, operate and maintain the Authority's facilities, maintain an emergency department providing obstetrical services, provide indigent care and otherwise to provide health care services for residents of the County. The Authority receives from Tanner periodic reports on Tanner's operations, and the Authority is authorized to enforce Tanner's obligations under the lease. Authority members are selected by the Authority from nominations submitted jointly to the Authority by the City of Carrollton Mayor and City Council and the Carroll County Board of Commissioners.

## **JAIL**

Carroll County owns and operates the only jail currently in service within the County. The City of Bremen utilizes the Haralson County Jail. The capital costs of the current jail were paid by Carroll County. The operating costs are paid from the County's General Fund and per diem fees paid by the cities.

Carroll County's cities have chosen not to operate jails. Instead, the cities have chosen to pay Carroll County to use the County jail space to house (1) individuals arrested for violations of state laws or city ordinances with a bond returnable to a city court, (2) individuals sentenced to imprisonment for violations of state laws or city ordinances prosecuted in city courts, or (3) individuals for whom warrants are issued by city courts (the foregoing are sometimes collectively referred to as the "City Inmates"). The current fee for housing City Inmates is \$35 per day.

For any inmates housed in the County jail other than the City Inmates, regardless of the jurisdiction affecting the arrest, the County should will not charge a per diem fee, but rather the County shall bear that cost from the County's General Fund. Notwithstanding the foregoing, for any charge subsequently bound over to state or superior court, the cities shall not be required to pay the County the per diem fee.

## **LAW ENFORCEMENT**

The cities of Bowdon, Bremen, Carrollton, Mount Zion, Temple, Villa Rica and Whitesburg provide municipal police forces for the purpose of law enforcement in their respective jurisdictions. The City of Roopville provides no city police services. The cost of this service is paid from the general fund of each city. The Sheriff of Carroll County provides this service in unincorporated Carroll County and the City of Roopville. However, the Sheriff is also the chief law enforcement officer of the County and has county-wide jurisdiction including arrest powers within and outside each municipality of the County. The other duties of the Sheriff also involve county-wide responsibilities, including management of the county jail and serving the courts. The Sheriff is elected by all voters of the County and as such is charged with serving the entire county. The law enforcement and court responsibilities of the Sheriff's Department are paid from the County General Fund.

## **LIBRARIES**

Carroll County has six (6) libraries (Warren P. Sewell Memorial Library in Bowdon, Neva Lomason in Carrollton, Mount Zion, Temple, Villa Rica and Whitesburg Public Library), which operate under the umbrella of the West Georgia Regional Library System, the entity receiving state and other funds for purposes of operating the regional system. Carroll County has a local library board (Carroll County Library Board) with representatives appointed locally.

All libraries are available to citizens county-wide. Carroll County makes an annual budget appropriation each year in support of all six (6) county libraries. The City of Carrollton makes an annual appropriation for the operation of the Neva Lomason Library. The City of Villa Rica operates the Villa Rica Public Library and funds a majority of its operating expenses. The City of Bowdon funds a majority of the operating expenses for the Warren P. Sewell Memorial Library. The City of Mount Zion contributes funds for the Mount Zion library. The City of Temple contributes funds for the Temple library. The City of Whitesburg contributes funds for the Whitesburg library.

## **PLANNING AND ZONING**

All local governing jurisdictions who are a party to the Service Delivery Strategy process provide planning and zoning services for their respective jurisdictions. Each jurisdiction desires to continue providing these services for the purposes of maintaining local oversight, accountability, and level of service. Funding is provided from the general funds of the respective jurisdictions.

The parties to this process agree to utilize the same process adopted to resolve disputes arising from annexation to resolve any future land use plan compatibility disputes resulting from changes in land use plans subsequent to the time the Service Delivery Strategy is effective.

The County acknowledges that the overall planning responsibilities of the Three Rivers Regional Commission (Three Rivers) supported by per-capita dues are generally county-wide in application and dues assessed by Three Rivers to the County and its cities for this purpose should be paid from the County General Fund. Charges for specific services and project assistance outside the scope of those provided under the per-capita dues assessment should be paid directly by the jurisdiction receiving the service or project.

## **PUBLIC HEALTH**

Public health services in Carroll County are subsidized by the County (by means of County appropriations to supplement the State's funding formula) through the Carroll County Health Department. Those services are available county-wide and should be funded from the County General Fund.

## **PUBLIC HOUSING**

Public Housing in Carroll County is provided by the cities of Bowdon, Bremen, Carrollton, and Villa Rica. It is a city service only.

## **RECREATION**

Carroll County, the City of Bowdon, City of Bremen, City of Carrollton, City of Mount Zion, City of Temple and the City of Villa Rica provide what are considered to be full-time recreation programs. Carroll County provides county-wide recreational services. The types of programs, activities, and facilities vary in each jurisdiction/community but all provide/sponsor certain youth recreation programs (basketball, football, baseball, softball, cheerleading, and soccer). However, programs, activities, and facilities in some jurisdictions, particularly those with full-time programs, are more expansive in scope.

The County acknowledges that significant numbers of residents of unincorporated Carroll County participate in the programs, activities, and facilities of full-time city recreation programs, particularly those not provided by the County programs. Some of the programs are theater, dance, music, senior programming and art. The County desires to continue access to these broader range program/activities for its unincorporated residents on the same basis as they are available to incorporated residents, and believes the unincorporated residents' participation is also beneficial to the full-time programs through increased user fees and corporate/business support.

In consideration for the cities with full-time programs continuing access for unincorporated residents on the same basis as incorporated residents, the County provides funding (from the County General Fund) to the cities with full-time programs to partially offset the cost of residents of unincorporated Carroll County participating in the programs.

The funds will be distributed based on the overall participation of unincorporated residents in the programs and activities of full-time city recreation programs, as well as each city's pro rata share of that participation.

The County currently budgets \$360,000 annually to supplement the full-time city recreation programs. The payments are made in two installments payable in January and May each year.

With the growth in recreation, cultural arts/leisure service and facilities throughout the County by the respective service providers, it is important that a high level of cooperation and coordination be maintained among these providers to minimize unnecessary duplication and encourage the shared use of facilities and resources.

## **ROAD AND STREET CONSTRUCTION**

Road and street construction within the corporate limits of the cities is the financial, policy, and managerial responsibility of the respective cities with the exception of Roopville where road and streets are maintained by Carroll County. Carroll County has in the past assisted in the construction of streets within the corporate limits of the respective cities and will continue to do so on a case-by-case basis. Cities utilizing the County's construction crews will enter into an intergovernmental agreement with Carroll County and the cities will be responsible for all fees for professional services and costs of materials and supplies and will reimburse Carroll County for all labor and fuel costs incurred.

Carroll County provides for road and street construction in unincorporated Carroll County.

## **ROAD AND STREET MAINTENANCE**

Road and street maintenance within the corporate limits of the respective cities is the financial, policy and managerial responsibility of the respective cities, with the exception of Roopville where roads and streets are maintained by Carroll County. Carroll County has in the past assisted in the maintenance of roads and streets within the corporate limits of the respective cities on a case-by-case basis. Cities utilizing the County's maintenance crews will enter into an intergovernmental agreement with Carroll County, and the cities will be responsible for all fees for professional services and costs of materials and supplies and will reimburse Carroll County for all labor and fuel costs incurred.

Carroll County provides for road and street maintenance in the unincorporated areas of the County.

## **SENIOR CITIZENS PROGRAMS**

Senior citizens programs in Carroll County are provided by the cities of Bowdon, Bremen, Carrollton, Mount Zion, Villa Rica, Whitesburg and Temple. The County is exploring ways to enhance programs in order to better serve all senior citizens of the County.

## **SOCIAL SERVICES**

Social Services in Carroll County are provided by Department of Family and Children Services (DFACS), Carroll Association for Remarkable Citizens (ARC), and the Pathways Center (mental health) are provided county-wide and shall be paid from County General Fund. Any supplemental funding is totally discretionary and may be paid from City General Funds.

## **SOLID WASTE COLLECTION/DISPOSAL/RECYCLING**

The cities of Carrollton, Bowdon, Bremen, Villa Rica, Temple, and Roopville provide their own solid waste collection either through direct service or by contract with a private collection provider and funded in large part through user fees. Residents of unincorporated Carroll County and other cities (Whitesburg and Mount Zion) rely on either the County's convenience centers or the residents/businesses thereof contract independently with private collection firms.

Disposal of solid waste in Carroll County is the responsibility of the County. The County operates a transfer station at a location off Simonton Mill Road. All governmental jurisdictions, service providers, residents, and businesses located in Carroll County may use the County's facility. All operational and capital costs of the County's facility is supported by tipping (user) fees paid on a per ton basis.

All costs associated with the collection and disposal of solid waste at convenience centers in the unincorporated areas of the County are paid with revenues derived from the unincorporated area of the County.

In conjunction with the County's convenience centers, Carroll County provides recycling facilities at these locations which are available to all Carroll Countians.

## **TAX COLLECTION**

Carroll County currently provides this service for county-wide tax collection (including vehicles and manufactured homes) through the Carroll County Tax Commissioner. Carroll County and the Tax Commissioner will also provide this service to municipalities for city taxes on a fee basis pursuant to intergovernmental agreements.

## **TAX VALUATION**

The Carroll County Board of Assessors currently provides this service for county-wide tax valuation and all costs are paid from the County General Funds.

## **WATER AND WASTEWATER SERVICES**

### **I. Water Service.**

The cities of Bowdon, Bremen, Carrollton, Mount Zion, Roopville, Temple, Whitesburg, and Villa Rica and the Carroll County Water Authority (“CCWA”) operate water distribution systems and distribute water directly to users located within their respective service areas. The cities of Bowdon, Bremen, Carrollton, Roopville, Whitesburg and Villa Rica have permitted water supplies and water treatment plants, as necessary, to supply users within their respective service areas. CCWA has permitted water supplies and water treatment plant to supply users within its respective service area and to municipal customers including the cities of Mount Zion, Roopville, Temple, Whitesburg and Villa Rica. Capital, operating and debt service costs for water service are derived from enterprise funds maintained by the respective entities and supported by their user fees. Carroll County does not provide or fund water service.

### **II. Wastewater Service.**

The cities of Bowdon, Bremen, Carrollton, Temple, and Villa Rica, and CCWA currently provide wastewater collection and treatment using various methodologies. Each entity has permitted wastewater treatment facilities and associated collection systems that service portions of their respective service areas. Capital, operating, and debt service costs for wastewater service are derived from enterprise funds maintained by the respective entities and supported by their user fees. Carroll County does not provide or fund wastewater service.

The attached Water and Wastewater Service Delivery Map shows each entity's respective water and wastewater service delivery area.

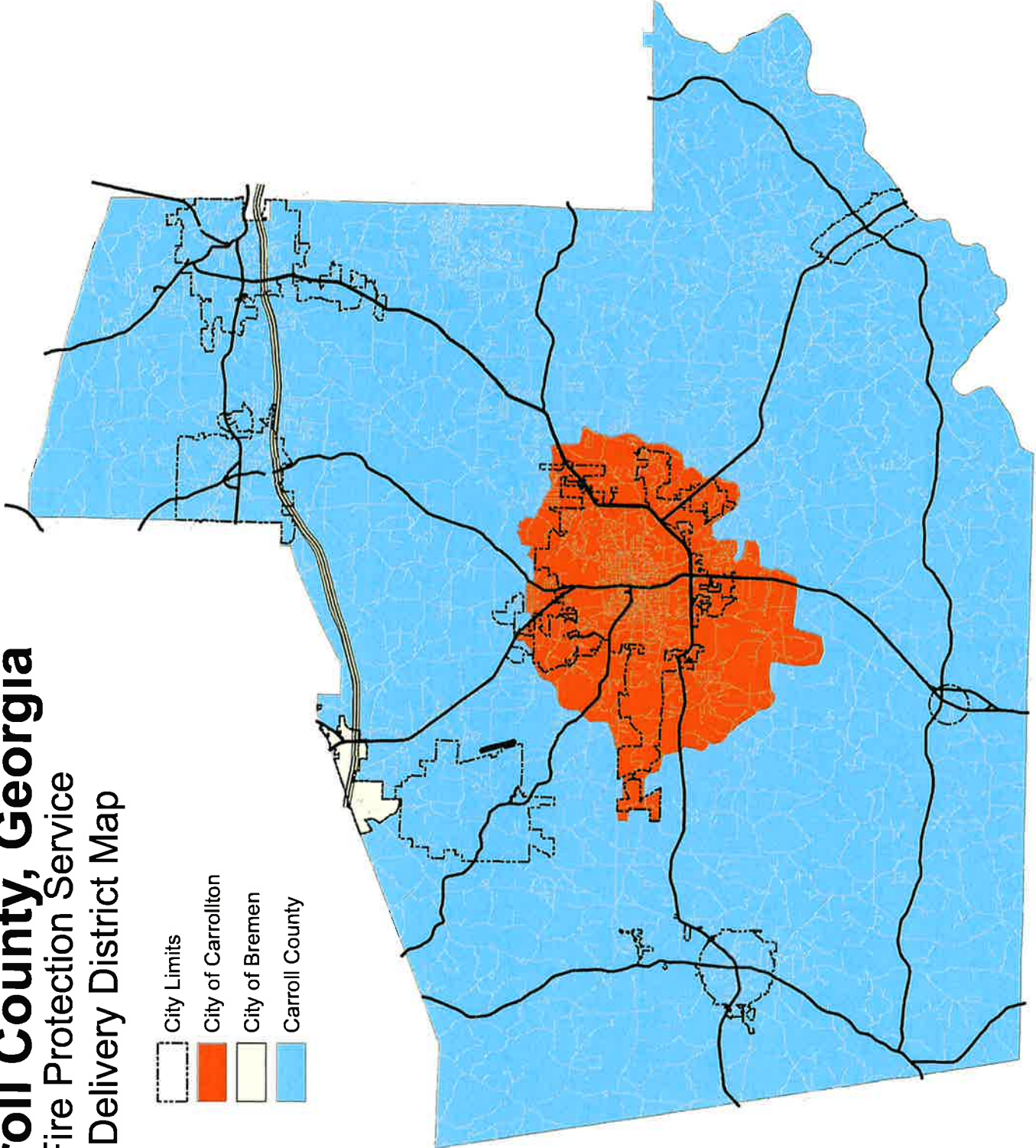
The availability of adequate water and wastewater capacities are essential to the long-term livability and economic viability of Carroll County and its municipalities. Development of water and wastewater capacities takes significant time, planning, resources and investment to bring to fruition. As such, Carroll County and the water providers therein will continue to cooperate in areas of mutual benefit to be effective, efficient and responsive regarding delivery of water and wastewater services within Carroll County.

# Carroll County, Georgia

Fire Protection Service


Delivery District Map


- City Limits
- City of Carrollton
- City of Bremen
- Carroll County




# Water and Wastewater Service Delivery Carroll County, Georgia

## Legend

 Incorporated Cities

 Bowdon

 Carrollton


 Roopville

 Temple

 Villa Rica

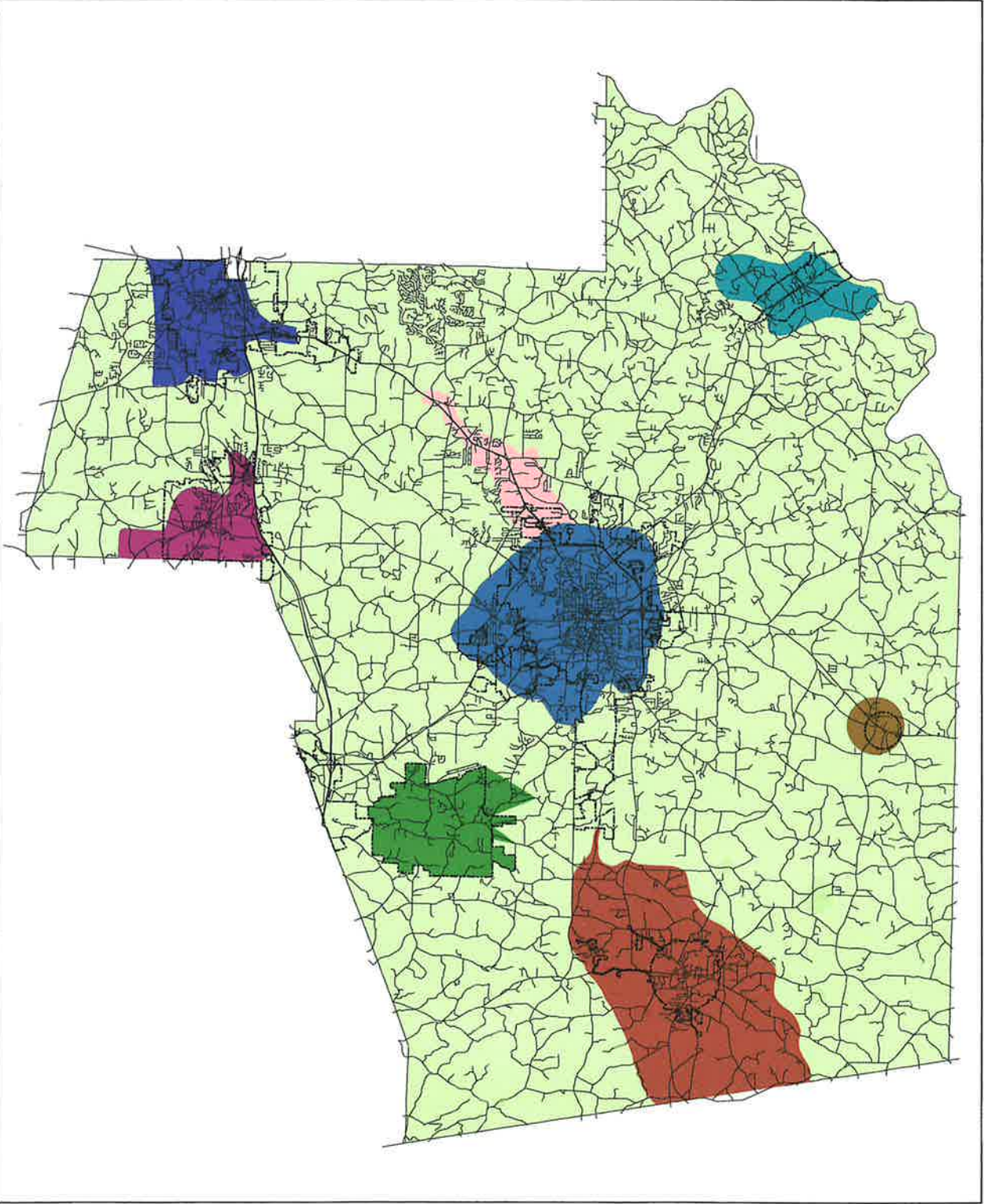
 Whitesburg

 Mount Zion

 Carroll County Water Authority (CCWA)

 CCWA/Carrollton \*\*

\*\* CCWA is the water provider,  
Carrollton is the wastewater provider  
per an intergovernmental agreement.



Please use this map as a guide and not as definitive information. The areas depicted by this map are approximate and are provided for illustrative purposes only. While every effort has been made to ensure the accuracy, completeness, correctness, and timeliness of information presented within this map, the burden for determining appropriateness for use rests solely with the user. This map is provided "as is" with no warranties, express or implied.