



SERVICE DELIVERY STRATEGY

FORM 1

COUNTY: **BARTOW COUNTY**

I. GENERAL INSTRUCTIONS:

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

<p>OPTION A <i>Revising or Adding to the SDS</i></p>	<p>OPTION B <i>Extending the Existing SDS</i></p>
<ol style="list-style-type: none"> 4. List all services provided or primarily funded by each general purpose local government and authority within the county which are revised or added to the SDS in Section IV, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.) 5. For each service or service component listed in Section IV, complete a separate, updated <i>Summary of Service Delivery Arrangements</i> form (FORM 2). 6. Complete one copy of the <i>Certifications</i> form (FORM 4) and have it signed by the authorized representatives of participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 4).] 	<ol style="list-style-type: none"> 4. In Section IV type, "NONE." 5. Complete one copy of the <i>Certifications for Extension of Existing SDS</i> form (FORM 5) and have it signed by the authorized representatives of the participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 5).] 6. Proceed to step 7, below. <div data-bbox="829 1207 1528 1440" style="background-color: #003366; 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 http://www.dca.ga.gov/development/PlanningQualityGrowth/programs/servicedelivery.asp, or call the Office of Planning and Quality Growth at (404) 679-5279.</i></p> </div>

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

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

II. LOCAL GOVERNMENTS INCLUDED IN THE SERVICE DELIVERY STRATEGY:

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

Bartow County	Adairsville	Cartersville	Emerson
Euharlee	Kingston	Taylorville	White

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

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

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

Airport
Business License
Cemetery
Childrens Shelter
Civic Center
Cooperative Extension Service
Courts (Superior, Juvenile, Probate, Magistrate)
Courts (Municipal)
E-911
Emergency Management Agency
Emergency Medical Services
Fire Department Services
AED Service
Animal Control
Automatic Aid and First Responder
Building Inspection
Clarence Brown Conference Center
Community and Economic Development
Elections
Emergency Radio Frequency Services
Jail
Joint Fire and Emergency Services Training Facilities
Parks and Recreation
Tax Assessment/Collection
Tourism
Traffic Control Device Maintenance
Transportation Planning
UASI Radio Management Services

GIS
Indigent Care
Indigent Defense
Law Enforcement
Library Services
Museums
Planning/Zoning
Public Works
Senior Citizen Programs
Solid Waste Collection
Solid Waste Disposal
Transit

UTILITIES

Electric Service
Fiber Communications
Natural Gas Distribution
Wastewater Collection and Treatment
Water Treatment and Distribution

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.

Facility - Tranquility House, a domestic violence center

Facility - Good Shepherd Foundation, providing independent living and supported employment services for disabled individuals



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: BARTOW COUNTY

Service: Facility - Good Shepherd Foundation

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.): **Good Shepherd Foundation on behalf of Bartow County**
- b.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**
- c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service): **Type Name of Government, Authority or Organization Here**
- d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**
- e.) Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

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

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

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Bartow County	Applicant for external grant funding

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

This service is being added to the Service Delivery Strategy for the first time to facilitate an application for state-administered grant support.

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>
Grant Agreements	State of Georgia, Bartow County, Good Shepherd	7/1/19 - 6/30/20
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End

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?

Agreements are/will be signed as needed for a particular project..

7. Person completing form: **Tom Sills, AICP, Planner**
 Phone number: **770.607.6265** Date completed: January 9, 2019

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

If not, provide designated contact person(s) and phone number(s) below:
PETER OLSON, COUNTY ADMINISTRATOR (770) 387-5030



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: BARTOW COUNTY

Service: Facility - Tranquility House

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.): **Tranquility House on behalf of the City of Cartersville**
- b.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**
- c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service): **Type Name of Government, Authority or Organization Here**
- d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**
- e.) Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

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

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

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
City of Cartersville	Applicant for external grant funding

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

This service is being added to the Service Delivery Strategy for the first time to facilitate an application for state-administered grant support.

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>
Grant Agreement	DCA, Bartow County, Tranquility House	7/1/19 - 6/30/22
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End

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?

Agreements are/will be signed as needed for a particular project.

7. Person completing form: **Tom Sills, AICP, Planner**
 Phone number: **770.607.6265** Date completed: January 9, 2019

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:
TAMARA BROCK, CARTERSVILLE CITY MANAGER (770) 387-5684

**INTERGOVERNMENTAL AGREEMENT
REGARDING SERVICE DELIVERY STRATEGY**

WHEREAS, pursuant to the provisions of O.C.G.A. § 36-70-20 the County of Bartow and the cities of Adairsville, Cartersville, Emerson, Euharlee, Kingston, Taylorsville and White have agreed upon the services to be mutually and individually provided the citizens within Bartow County; and

WHEREAS, the County of Bartow and the cities of Adairsville, Cartersville, Emerson, Euharlee, Kingston, Taylorsville and White have mutually agreed to the services as outlined within the Service Delivery Strategy; and

WHEREAS, these agreements are codified within the Service Delivery Strategy as submitted and reviewed by the State of Georgia;

THEREFORE, the County of Bartow and the cities of Adairsville, Cartersville, Emerson, Euharlee, Kingston, Taylorsville and White do hereby adopt this 2019 update to the Service Delivery Strategy;

AND THEREFORE, the County of Bartow and the cities of Adairsville, Cartersville, Emerson, Euharlee, Kingston, Taylorsville and White do hereby authorize the Chief Elected Official of each local government to sign and certify its adoption.

So agreed by signature of the above-named local governments.

SIGNATURES BEGIN ON THE NEXT PAGE

So agreed this 14th day of February, 2019.

CITY OF ADAIRSVILLE

BY: Kenneth Carson

MAYOR

ATTEST: Sisa Donald

CITY CLERK

SIGNATURES CONTINUE ON THE NEXT PAGE

So agreed this 7 day of February, 2019.

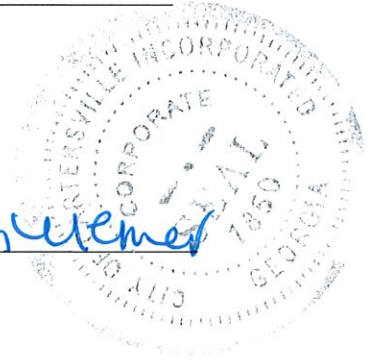
CITY OF CARTERSVILLE

BY: *William A. Rubin*

MAYOR

ATTEST: *Meredith Helmer*

CITY CLERK



SIGNATURES CONTINUE ON THE NEXT PAGE

RESOLUTION NO: 07-19

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, IN THE STATE OF GEORGIA, AUTHORIZING INTERGOVERNMENTAL AGREEMENT REGARDING SERVICE DELIVERY STRATEGY

WHEREAS, pursuant to the provisions of O.C.G.A. § 36-70-20 the County and local governments are to provide a service plan to provide for all of the citizens within Bartow County; and

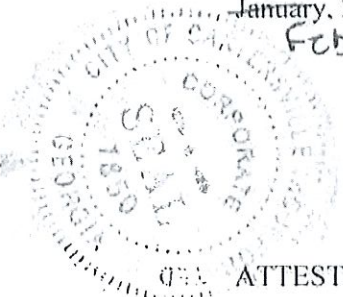
WHEREAS, the City of Cartersville, Georgia desires to approve the attached Intergovernmental Agreement regarding Service Delivery Strategy between the County and City; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, IN THE STATE OF GEORGIA, AS FOLLOWS:

that the Mayor and City Council of the City of Cartersville adopt and approve the Intergovernmental Agreement regarding Service Delivery Strategy attached as Exhibit "A" and that the Mayor sign such Intergovernmental Agreement.

BE IT AND IT IS HEREBY RESOLVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, this 7 day of ~~January~~, 2019.

February



/s/ Matthew J. Santini
Matthew J. Santini, Mayor
City of Cartersville, Georgia

ATTEST:

/s/ Meredith Ulmer
Meredith Ulmer, City Clerk
City of Cartersville, Georgia

So agreed this 14th day of January, 2019.

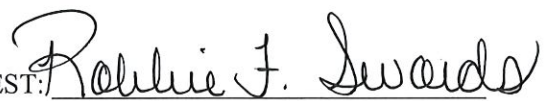
CITY OF EMERSON

BY: _____



MAYOR

ATTEST: _____



CITY CLERK

SIGNATURES CONTINUE ON THE NEXT PAGE



So agreed this 5th day of February, 2019.

CITY OF EUHARLEE

BY: 

MAYOR

ATTEST: 

CITY CLERK

SIGNATURES CONTINUE ON THE NEXT PAGE

EXT PAGE

PT 1

So agreed this 11 day of February, 2019.

CITY OF KINGSTON

BY: Elbert Wise Jr

MAYOR

ATTEST: Sherry Ramsey

CITY CLERK

SIGNATURES CONTINUE ON THE NEXT PAGE

So agreed this 4th day of February, 2019.

CITY OF WHITE

BY: Kim O Bellue
MAYOR

ATTEST: Veronica D. Fung
Assistant CITY CLERK

SIGNATURES CONTINUE ON THE NEXT PAGE

A RESOLUTION OF THE COMMISSIONER OF BARTOW COUNTY SITTING FOR COUNTY PURPOSES FOR THE PURPOSE OF **AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITIES OF ADAIRSVILLE, CARTERSVILLE, EMERSON, EUHARLEE, KINGSTON, TAYLORSVILLE AND WHITE TO OFFICIALLY ADOPT THE 2019 SERVICE DELIVERY STRATEGY UPDATE** AND FOR OTHER PURPOSES AT THE REGULAR PUBLIC MEETING OF THE COMMISSIONER OF BARTOW COUNTY HELD ON THE 7th DAY OF FEBRUARY, 2018.

WHEREAS, Bartow County and the Cities of Adairsville, Cartersville, Emerson, Euharlee, Kingston, Taylorsville and White adopted a Service Delivery Strategy pursuant to the requirements set forth by the General Assembly in House Bill 489 (codified at O.C.G.A. § 36-70-20) which original document was executed in May of 1999 and amended December, 2007, September 2008 and December 2010; and

WHEREAS, pursuant to the provisions of O.C.G.A. § 36-70-28(b), Bartow County and its municipalities are required to review and revise, if necessary, the County's Joint Service Delivery Strategy in conjunction with the updates to the Comprehensive Plan, said Comprehensive Plan must be updated every ten years; and

WHEREAS, Bartow County and the cities of Adairsville, Cartersville, Emerson, Euharlee, Kingston, Taylorsville and White have mutually agreed to the services as outlined within the Service Delivery Strategy as updated; and

WHEREAS, upon its approval and certification the Service Delivery Strategy shall be submitted to the State of Georgia for review and approval; and

WHEREAS, the Service Delivery Strategy is deemed to be a vital tool in ensuring that all citizens of the county and its municipalities are provided necessary public services.

NOW THEREFORE BE IT RESOLVED, and it is hereby resolved by the Commissioner of Bartow County, that the Commissioner of Bartow County does hereby authorize an intergovernmental agreement with the cities of Adairsville, Cartersville, Emerson, Euharlee, Kingston, Taylorsville and White to adopt the amended and revised 2019 Service Delivery Strategy as presented and authorizes said document to be submitted to the State for review and approval.

SO ADOPTED this 6th day of February, 2019.

ATTEST:

BARTOW COUNTY, GEORGIA


Kathy Gill, County Clerk


Steve Taylor, Sole Commissioner

A RESOLUTION OF THE COMMISSIONER OF BARTOW COUNTY, SITTING FOR COUNTY PURPOSES FOR THE PURPOSE OF **AUTHORIZING THE COMMISSIONER OF BARTOW COUNTY TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE GOOD SHEPHERD FOUNDATION OF BARTOW COUNTY, INC. TO ACCEPT AND ADMINISTER GRANT FUNDS FOR RENOVATIONS AND IMPROVEMENTS TO THE EXISTING FACILITY AND FOR OTHER PURPOSES ADOPTED AT A REGULAR PUBLIC MEETING OF THE COUNTY COMMISSIONER OF BARTOW COUNTY ON FEBRUARY 6, 2019.**

WHEREAS, the Good Shepherd Foundation of Bartow County provides various services to disabled adults in the community; and

WHEREAS, the Foundation has for many years, leased the facility located at 66 Gilreath Road to provide a sheltered work center and independent living training programs for disabled adults; and

WHEREAS, the Foundation wishes to purchase said facility and make some needed improvements and renovations in order to continue providing programs and opportunities to their clients; and

WHEREAS, the County's Grant Writing Department has been charged with submitting a grant application to the Georgia Department of Community Affairs to receive Community Development Block Grant (CDBG) funding in order to allow the Foundation to purchase said facility and make the needed improvements; and

WHEREAS, as the official applicant and subsequent recipient of the grant funds, the Department of Community Affairs requires the County to agree to repay the grant funds to the State if the facility is converted to an ineligible use as determined by the Department of Community Affairs; and

WHEREAS, the Department of Community Affairs further requires a memorandum of agreement between the County and the Good Shepherd Foundation of Bartow County regarding repayment of the grant funds by the Good Shepherd Foundation to the County if the subject property is put to an ineligible use during the next ten years; and

WHEREAS, the Commissioner deems it to be in the best interest of the citizens of Bartow County to enter into a Memorandum of Agreement and to accept the grant and administer the grant funds for the purposes as set out in the Agreement.

NOW THEREFORE, BE IT RESOLVED, AND IT IS HEREBY RESOLVED by virtue of the authority vested in the Commissioner by law, that the Commissioner is authorized to enter into a Memorandum of Agreement with the Good Shepherd Foundation of Bartow County, Inc. for the purpose of accepting and administering a Community Development Block Grant from the Department of Community Affairs to allow the Foundation to purchase the property and make necessary improvements thereon in order to

provide programs, opportunities and independent living training for disabled adults.

BE IT FURTHER RESOLVED that the Commissioner is hereby authorized to execute such documents as may be necessary to accept and administer said grant funds.

BE IT FURTHER RESOLVED pursuant to O.C.G.A. §36-1-25 and that certain resolution of the Commissioner of Bartow County adopted on July 13, 1994, the Agreement authorized by this Resolution is incorporated herein by reference and shall be maintained by the Clerk of the Commissioner in the County Clerk's office or in the County's designated Record Retention area to be further maintained in accordance with the State Record Retention Schedule and applicable laws of the State of Georgia.

SO ADOPTED this 6th day of February, 2019.

ATTEST:

BARTOW COUNTY, GEORGIA



Kathy Gill, County Clerk



Steve Taylor, Sole Commissioner

**MEMORANDUM OF AGREEMENT
BETWEEN
BARTOW COUNTY, GEORGIA
AND
GOOD SHEPHERD FOUNDATION OF BARTOW COUNTY, INC.**

THIS MEMORANDUM OF AGREEMENT is entered into this 6th day of February, 2019 by and between the Good Shepherd Foundation of Bartow County, Inc. (Good Shepherd) and Bartow County, Georgia.

WHEREAS, Good Shepherd is acquiring a parcel to use as a sheltered work center and independent living training for disabled adults, at the price of \$550,000 in Property Acquisition, which parcel is further described as follows: "land and structure located at 66 Gilreath Road," referred to hereinafter as the "subject property"; and

WHEREAS, the Department of Community Affairs (DCA) may provide \$750,000.00 in CDBG (Community Development Block Grant) grant funding for the renovation of the existing sheltered work center to expand program offerings by Good Shepherd, which funding would be granted to Bartow County for these purposes; and

WHEREAS, the DCA requires the CDBG Recipient to agree to repayment of grant funds to the State if the facility is converted to an ineligible use as determined by DCA; and

WHEREAS, the DCA requires a memorandum of agreement between Bartow County and Good Shepherd regarding repayment of the grant funds if the subject property is put to an ineligible use during the next ten years; and

WHEREAS, Good Shepherd intends to use the subject property for a sheltered work center and independent living training to provide program-related services for a minimum of ten years; and in the event it does not do so it will be responsible to pay back the acquisition and renovation price on a depreciating scale as set forth below and/or convey the subject property to Bartow County; and

WHEREAS, the parties intend for this agreement to protect Bartow County in the event DCA determines the subject property is being put to ineligible use and DCA demand repayment from Bartow County, by requiring Good Shepherd to repay the amount owing or transfer the subject property to Bartow County;


NOW THEREFORE, in consideration for the assistance of Bartow County, receipt of the grant, and other consideration, Good Shepherd agrees:

1. To use the subject property as an eligible and appropriate use and activity under DCA CDBG rules and regulations relating to the above-described CDBG grant funding; and

2. To notify Bartow County's governing authority of any changes in mission or scope that would mean Good Shepherd would no longer provide program services to disabled adults; and
3. To notify Bartow County's governing authority if Good Shepherd plans to move into another facility before 10 years from the date of CDBG grant closeout has passed; and
4. To repay the CDBG grant funds to Bartow County if Bartow County is required to repay those funds to DCA, in an amount determined by the DCA's formula, which requires repayment of 100% in full for the first five years after the grant closeout date and after that on a 10 year straight-line depreciation. Good Shepherd agrees to repay to Bartow County whatever amount is demanded from Bartow County by DCA for repayment of these funds; and
5. If Good Shepherd cannot repay the amounts owing in full as demanded by DCA as set forth in paragraph 4 above, within 30 days of demand by Bartow County to Good Shepherd, then Good Shepherd shall convey to Bartow County the subject property by warranty deed; and
6. Good Shepherd further agrees not to place a mortgage or grant a security deed or other security interest to or on the subject property or otherwise pledge or encumber the subject property for ten years from the date of CDBG closeout, so that it may be transferred to Bartow County free and clear of other debts and obligations under paragraph 5 if transfer becomes necessary.


Good Shepherd affirms that the undersigned officer has authority to execute this agreement on behalf of the corporation. Bartow County affirms its Commissioner has authority to execute this agreement. Signed by the hand and under the seal of the undersigned, as of the date first set forth above.

ATTEST:



 Witness

Good Shepherd Foundation



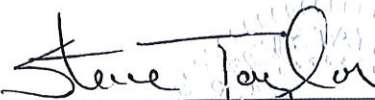
 By: Butch Emerson (SEAL)
 Its: Good Shepherd Board President

ATTEST:

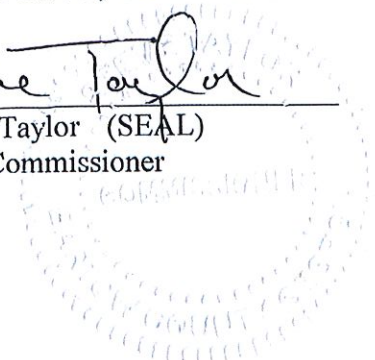


 Kathy Gill, Clerk

BARTOW COUNTY, GEORGIA



 By: Steve Taylor (SEAL)
 Its: Sole Commissioner



**MEMORANDUM OF AGREEMENT
BETWEEN
CITY OF CARTERSVILLE, GEORGIA
AND
CHRISTIAN LEAGUE FOR BATTERED WOMEN
(DBA TRANQUILITY HOUSE DOMESTIC VIOLENCE CENTER)**

THIS MEMORANDUM OF AGREEMENT is entered into this 4th day of February, 2019 by and between the Tranquility House Domestic Violence Center (legally known as the Christian League for Battered Women) (Tranquility House) and Cartersville, Georgia.

WHEREAS, Tranquility House proposes to acquire property to use as administrative and program space for victims of domestic violence and renovate their existing shelter facility to increase capacity; and

WHEREAS, the Department of Community Affairs (DCA) may provide \$750,000.00 in CDBG (Community Development Block Grant) grant funding for the acquisition of property and renovation for use as described in paragraph 2 above, which funding would be granted to City of Cartersville for these purposes; and

WHEREAS, the DCA requires the CDBG Recipient to agree to repayment of grant funds to the State if the facility is converted to an ineligible use as determined by DCA; and

WHEREAS, the DCA requires a memorandum of agreement between City of Cartersville and Tranquility House regarding repayment of the grant funds if the subject property is put to an ineligible use during the next ten years; and

WHEREAS, Tranquility House intends to use the subject property for domestic violence services for a minimum of ten years; and in the event it does not do so it will be responsible to pay back the acquisition and renovation price on a depreciating scale as set forth below and/or convey the subject property to City of Cartersville; and

WHEREAS, the parties intend for this agreement to protect City of Cartersville in the event DCA determines the subject property is being put to ineligible use and DCA demand repayment from City of Cartersville, by requiring Tranquility House to repay the amount owing or transfer the subject property to City of Cartersville;

NOW THEREFORE, in consideration for the assistance of City of Cartersville, receipt of the grant, and other consideration, Tranquility House agrees:

1. To use the subject property as an eligible and appropriate use and activity under DCA CDBG rules and regulations relating to the above-described CDBG grant funding; and
2. To notify Cartersville's governing authority of any changes in mission or scope that would mean Tranquility House would no longer provide program services to victims of domestic violence; and

3. To notify Cartersville's governing authority if Tranquility House plans to move into another facility before 10 years from the date of CDBG grant closeout has passed; and
4. To repay the CDBG grant funds to City of Cartersville if City of Cartersville is required to repay those funds to DCA, in an amount determined by the DCA's formula, which requires repayment of 100% in full for the first five years after the grant closeout date and after that on a 10 year straight-line depreciation. Tranquility House agrees to repay to City of Cartersville whatever amount is demanded from City of Cartersville by DCA for repayment of these funds; and
5. If Tranquility House cannot repay the amounts owing in full as demanded by DCA as set forth in paragraph 4 above, within 30 days of demand by City of Cartersville to Tranquility House, then Tranquility House shall convey to City of Cartersville the subject property by warranty deed; and
6. Tranquility House further agrees not to place a mortgage or grant a security deed or other security interest to or on the subject property or otherwise pledge or encumber the subject property for ten years from the date of CDBG closeout, so that it may be transferred to City of Cartersville free and clear of other debts and obligations under paragraph 5 if transfer becomes necessary.

Tranquility House affirms that the undersigned officer has authority to execute this agreement on behalf of the corporation. City of Cartersville affirms its Mayor has authority to execute this agreement. Signed by the hand and under the seal of the undersigned, as of the date first set forth above.

ATTEST:

Tranquility House Domestic Violence Center

Teresa Millsaps
Witness Signature

Ken Turner
By: Ken Turner (SEAL)
Its: Tranquility House Board President

Teresa Millsaps
Witness Print Name

ATTEST:

CITY OF CARTERSVILLE, GEORGIA

Meredith Ulmer, Clerk
Samantha Fincher,
Deputy City Clerk

Matthew J. Santini
By: Matthew J. Santini (SEAL)
Its: Mayor



SERVICE DELIVERY STRATEGY
FORM 4: Certifications

Instructions:

This form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2010 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2010 population of between 500 and 9,000 residing within the county. Cities with a 2010 population below 500 and local authorities providing services under the strategy are not required to sign this form, but are encouraged to do so.

COUNTY: BARTOW COUNTY

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

1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A. 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (20); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
<u>BARTOW COUNTY</u>	Sole Commissioner	Steve Taylor	<i>Steve Taylor</i>	3/13/19
<u>ADAIRSVILLE</u>	Mayor	Kenneth Carson	<i>Kenneth Carson</i>	3/14/19
<u>CARTERSVILLE</u>	Mayor	Matt Santini	<i>Matt Santini</i>	3/14/19
<u>EMERSON</u>	Mayor	Al Pallone	<i>Al Pallone</i>	2/25/19
<u>EUHARLEE</u>	Mayor	Steve Worthington	<i>Steve Worthington</i>	3/13/19
<u>KINGSTON</u>	Mayor	Elbert Wise		
<u>TAYLORSVILLE</u>	Mayor	Mitchell Bagley	<i>Mitchell Bagley</i>	3/14/19
<u>WHITE</u>	Mayor	Kim Billeu	<i>Kim Billeu</i>	3/14/19