



**SERVICE DELIVERY STRATEGY**

**FORM 1**

COUNTY: **MADISON COUNTY**

**I. GENERAL INSTRUCTIONS:**

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

<p><b>OPTION A</b>  <i>Revising or Adding to the SDS</i></p>	<p><b>OPTION B</b>  <i>Extending the Existing SDS</i></p>
<ol style="list-style-type: none"> <li>4. List all services provided or primarily funded by each general purpose local government and authority within the county which are revised or added to the SDS in Section IV, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.)</li> <li>5. For <b>each</b> service or service component listed in Section IV, complete a separate, updated <i>Summary of Service Delivery Arrangements</i> form (FORM 2).</li> <li>6. Complete one copy of the <i>Certifications</i> form (FORM 4) and have it signed by the authorized representatives of participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 4).]</li> </ol>	<ol style="list-style-type: none"> <li>4. In Section IV type, "NONE."</li> <li>5. Complete one copy of the <i>Certifications for Extension of Existing SDS</i> form (FORM 5) and have it signed by the authorized representatives of the participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 5).]</li> <li>6. Proceed to step 7, below.</li> </ol> <div data-bbox="824 1188 1528 1423" 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</i>  <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.</p> </div>

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

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

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

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

Carlton  
Colbert  
Comer  
Danielsville  
Hull  
Ila  
Madison County  
Madison County IDA  
Northeast Regional Solid Waste 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.

Cooperative Extension Service  
County Coroner  
Department of Family and Children Services  
E-911  
Emergency Management Services  
Emergency Medical Services  
Fire Services  
Jail Services  
Judicial / Courts  
Law Enforcement  
Library Services  
Planning and Zoning  
Public Health Services  
Public Sanitary Sewerage  
Public Housing  
Public Water Supply  
Recreation  
Road / Bridge Maintenance  
Senior Citizens Center  
Street Lights  
Tax Appraisal / Assessments  
Tax Collection  
Voter Registration

**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.

Animal Control  
Code Enforcement



**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: MADISON COUNTY

Service: *Animal Control*

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

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

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

The services provided did not change. This service was a name change and delievery arrangement. This service is now being provided by the Madison County Sheriff's Department.

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>
County and City	County and all cities	7/1/2022-7/1/2032
Intergovernmental		

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?

Ordinances

7. Person completing form: **Todd Higdon, Chairman**  
 Phone number: **(706) 795-6300**      Date completed: 8/8/2022

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

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

INTERGOVERNMENTAL AGREEMENT FOR ADMINISTRATION AND  
ENFORCEMENT OF ANIMAL CONTROL PROVISIONS BETWEEN MADISON  
COUNTY, GEORGIA AND THE CITY OF DANIELSVILLE, GEORGIA

This Intergovernmental Agreement ("Agreement"), is made and entered into as of the day of October 8<sup>th</sup>, 2007, by and between Madison County through its Board of Commissioners (hereinafter "Madison County"), and the City of Danielsville through its City Council (hereinafter the "City").

WITNESSETH:

WHEREAS, the City of Danielsville has determined that adoption and enforcement of an Animal Control Ordinance, identical to that Animal Control Ordinance adopted by Madison County (the "Ordinance"), is in the best interests of the citizens of the City of Danielsville; and

WHEREAS, the City's size is such that it is not cost-effective for the City to provide the services necessary for enforcement of the Ordinance through its own staff; and

WHEREAS, Madison County has already adopted and has a staff to enforce the Ordinance in the unincorporated portion of the county; and

WHEREAS, it would not be an undue burden on Madison County to provide those same services in the City provided that the City adopts an identical Ordinance; and

WHEREAS, Article IX, Section III, Paragraph I of the Georgia Constitution of 1983 authorizes any county and any public corporation to contract with each other for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; and

WHEREAS, an intergovernmental agreement providing for Madison County to provide inspection and enforcement of the Ordinance in the City would promote the general health, welfare, and safety of all citizens of the County;

NOW THEREFORE, for and in consideration of the premises and mutual covenants and agreements hereinafter set forth, and by and through the authority of the County and the City, it is hereby agreed by and between the parties hereto as follows:

ARTICLE I: ADOPTION OF IDENTICAL ORDINANCE PROCEDURES.

- A. The City hereby warrants that it has adopted an Animal Control Ordinance identical to those of Madison County as of the effective date hereof.
- B. Madison County shall provide written notice to the City of any changes or, in its discretion, anticipated changes, in its Animal Control Ordinance. City shall take all steps necessary to enact identical changes within sixty days of such notice. City's failure to do so shall operate to terminate this Agreement without the necessity of further action by or notice to any party or person.

ARTICLE II : ENFORCEMENT

Commencing with the effective date hereof, those Madison County employees authorized to and responsible for enforcement of the Ordinance in the unincorporated portion of the county shall enforce the Ordinance adopted by the City.

ARTICLE III: COMPENSATION

All fees, fines, and other revenue attributable to enforcement activities within the City shall be paid directly to Madison County.

ARTICLE IV: TERM

The term of this Agreement shall begin and this Agreement shall constitute a binding obligation on the parties hereto from and after its execution by the last party to execute the same. This Agreement shall terminate fifty (50) years from that effective date, unless sooner terminated as provided herein.

ARTICLE V: TERMINATION OR AMENDMENT OF AGREEMENT

- A. This Agreement may be amended only by mutual agreement of the parties hereto executed in writing with the same formality as the execution of this Agreement.
- B. This Agreement may be terminated by either party upon sixty days written notice to the other.

ARTICLE VI: SERVICE DELIVERY STRATEGY

The Service Delivery Strategy for Madison County is hereby revised in accordance with this Agreement.

IN WITNESS WHEREOF, Madison County Board of Commissioners and the Danielsville City Council, by their duly authorized council and board members, have caused this Agreement to be executed and each party has caused its seal to be hereunto impressed and attested, and delivery hereof is hereby acknowledged, as of the day and year first above written.

Approved by the Madison County Board of Commissioners on the 8<sup>th</sup> day of October, 2007, and executed this the 10<sup>th</sup> day of October, 2007, in witness whereof the parties hereto have set their hands, affixed their seals, and delivered these presents.

BOARD OF COMMISSIONERS OF  
MADISON COUNTY

By: [Signature]  
Wesley Nash, Chairman

Attest: [Signature]  
Morris Fortson, Clerk

(SEAL)

Approved by the City of Danielsville, Georgia, on the 1<sup>st</sup> day of October, 2007, and executed this the 1<sup>st</sup> day of October, 2007, in witness whereof the parties hereto have set their hands, affixed their seals, and delivered these presents.

CITY COUNCIL OF DANIELSVILLE,  
GEORGIA

By: [Signature]  
10/1/07, Mayor

Attest: [Signature]  
10/1/07, Clerk

(SEAL)

Approved as to form:

[Signature]  
Victor Y. Johnson  
City Attorney

**INTERGOVERNMENTAL AGREEMENT FOR ADMINISTRATION AND  
ENFORCEMENT OF ANIMAL CONTROL PROVISIONS BETWEEN MADISON  
COUNTY, GEORGIA AND THE CITY OF ILA, GEORGIA**

This Intergovernmental Agreement (“Agreement”), is made and entered into as of the day of February 11<sup>th</sup>, 2008, by and between Madison County through its Board of Commissioners (hereinafter “Madison County”), and the City of Ila through its City Council (hereinafter the “City”).

**WITNESSETH:**

WHEREAS, the City of Ila has determined that adoption and enforcement of an Animal Control Ordinance, identical to that Animal Control Ordinance adopted by Madison County (the “Ordinance”), is in the best interests of the citizens of the City of Ila; and

WHEREAS, the City’s size is such that it is not cost-effective for the City to provide the services necessary for enforcement of the Ordinance through its own staff; and

WHEREAS, Madison County has already adopted and has a staff to enforce the Ordinance in the unincorporated portion of the county; and

WHEREAS, it would not be an undue burden on Madison County to provide those same services in the City provided that the City adopts an identical Ordinance; and

WHEREAS, Article IX, Section III, Paragraph I of the Georgia Constitution of 1983 authorizes any county and any public corporation to contract with each other for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; and

WHEREAS, an intergovernmental agreement providing for Madison County to provide inspection and enforcement of the Ordinance in the City would promote the general health, welfare, and safety of all citizens of the County;

NOW THEREFORE, for and in consideration of the premises and mutual covenants and agreements hereinafter set forth, and by and through the authority of the County and the City, it is hereby agreed by and between the parties hereto as follows:

**ARTICLE I: ADOPTION OF IDENTICAL ORDINANCE PROCEDURES.**

- A. The City hereby warrants that it has adopted an Animal Control Ordinance identical to those of Madison County as of the effective date hereof.
  
- B. Madison County shall provide written notice to the City of any changes or, in its discretion, anticipated changes, in its Animal Control Ordinance. City shall take all steps necessary to enact identical changes within sixty days of such notice. City’s failure to do so shall operate to terminate this Agreement without the necessity of further action by or notice to any party or person.



ARTICLE II : ENFORCEMENT

Commencing with the effective date hereof, those Madison County employees authorized to and responsible for enforcement of the Ordinance in the unincorporated portion of the county shall enforce the Ordinance adopted by the City.

ARTICLE III: COMPENSATION

All fees, fines, and other revenue attributable to enforcement activities within the City shall be paid directly to Madison County.

ARTICLE IV: TERM

The term of this Agreement shall begin and this Agreement shall constitute a binding obligation on the parties hereto from and after its execution by the last party to execute the same. This Agreement shall terminate fifty (50) years from that effective date, unless sooner terminated as provided herein.

ARTICLE V: TERMINATION OR AMENDMENT OF AGREEMENT

- A. This Agreement may be amended only by mutual agreement of the parties hereto executed in writing with the same formality as the execution of this Agreement.
- B. This Agreement may be terminated by either party upon sixty days written notice to the other.

ARTICLE VI: SERVICE DELIVERY STRATEGY

The Service Delivery Strategy for Madison County is hereby revised in accordance with this Agreement.

IN WITNESS WHEREOF, Madison County Board of Commissioners and the Ila City Council, by their duly authorized council and board members, have caused this Agreement to be executed and each party has caused its seal to be hereunto impressed and attested, and delivery hereof is hereby acknowledged, as of the day and year first above written.

Approved by the Madison County Board of Commissioners on the 11<sup>th</sup> day of FEBRUARY, 2008, and executed this the 19<sup>th</sup> day of FEBRUARY, 2008, in witness whereof the parties hereto have set their hands, affixed their seals, and delivered these presents.

BOARD OF COMMISSIONERS OF  
MADISON COUNTY

By: [Signature]  
Wesley Nash, Chairman

Attest: [Signature]  
Morris Fortson, Clerk

(SEAL)

Approved by the City of Ila, Georgia, on the 4<sup>th</sup> day of JUNE, 2007, and executed this the 4<sup>th</sup> day of JUNE, 2007, in witness whereof the parties hereto have set their hands, affixed their seals, and delivered these presents.

CITY COUNCIL OF ILA, GEORGIA

By: [Signature]  
Michael Coile, Mayor

Attest: [Signature]  
Susan Steed, Clerk

(SEAL)

**INTERGOVERNMENTAL AGREEMENT FOR ADMINISTRATION AND ENFORCEMENT OF ANIMAL CONTROL PROVISIONS BETWEEN MADISON COUNTY, GEORGIA AND THE CITY OF CARLTON, GEORGIA**

This Intergovernmental Agreement ("Agreement"), is made and entered into as of the day of November 5, 2007, by and between Madison County through its Board of Commissioners (hereinafter "Madison County"), and the City of Carlton through its City Council (hereinafter the "City").

**WITNESSETH**

WHEREAS, the City of Carlton has determined that adoption and enforcement of an Animal Control Ordinance, identical to that Animal Control Ordinance adopted by Madison County (the "Ordinance"), is in the best interests of the citizens of the City of Carlton; and

WHEREAS, the City's size is such that it is not cost-effective for the City to provide the services necessary for enforcement of the Ordinance through its own staff; and

WHEREAS, Madison County has already adopted and has a staff to enforce the Ordinance in the unincorporated portion of the county; and

WHEREAS, it would not be an undue burden on Madison County to provide those same services in the City provided that the City adopts an identical Ordinance; and

WHEREAS, Article IX, Section III, Paragraph I of the Georgia Constitution of 1983 authorizes any county and any public corporation to contract with each other for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; and

WHEREAS, an intergovernmental agreement providing for Madison County to provide inspection and enforcement of the Ordinance in the City would promote the general health, welfare, and safety of all citizens of the County;

NOW THEREFORE, for and in consideration of the premises and mutual covenants and agreements hereinafter set forth, and by and through the authority of the County and the City, it is hereby agreed by and between the parties hereto as follows:

**ARTICLE I: ADOPTION OF IDENTICAL ORDINANCE PROCEDURES.**

- A. The City hereby warrants that it has adopted an Animal Control Ordinance identical to those of Madison County as of the effective date hereof.
- B. Madison County shall provide written notice to the City of any changes or, in its discretion, anticipated changes, in its Animal Control Ordinance. City shall take all steps necessary to enact identical changes within sixty days of such notice. City's failure to do so shall operate to terminate this Agreement without the necessity of further action by or notice to any party or person.

ARTICLE II : ENFORCEMENT

Commencing with the effective date hereof, those Madison County employees authorized to and responsible for enforcement of the Ordinance in the unincorporated portion of the county shall enforce the Ordinance adopted by the City.

ARTICLE III: COMPENSATION

All fees, fines, and other revenue attributable to enforcement activities within the City shall be paid directly to Madison County.

ARTICLE IV: TERM

The term of this Agreement shall begin and this Agreement shall constitute a binding obligation on the parties hereto from and after its execution by the last party to execute the same. This Agreement shall terminate fifty (50) years from that effective date, unless sooner terminated as provided herein.

ARTICLE V: TERMINATION OR AMENDMENT OF AGREEMENT

- A. This Agreement may be amended only by mutual agreement of the parties hereto executed in writing with the same formality as the execution of this Agreement.
- B. This Agreement may be terminated by either party upon sixty days written notice to the other.

ARTICLE VI: SERVICE DELIVERY STRATEGY

The Service Delivery Strategy for Madison County is hereby revised in accordance with this Agreement.

IN WITNESS WHEREOF, Madison County Board of Commissioners and the Carlton City Council, by their duly authorized council and board members, have caused this Agreement to be executed and each party has caused its seal to be hereunto impressed and attested, and delivery hereof is hereby acknowledged, as of the day and year first above written.

Approved by the Madison County Board of Commissioners on the 26<sup>th</sup> day of NOVEMBER, 2007, and executed this the 27<sup>th</sup> day of NOVEMBER, 2007, in witness whereof the parties hereto have set their hands, affixed their seals, and delivered these presents.

BOARD OF COMMISSIONERS OF  
MADISON COUNTY

By: [Signature]  
Wesley Nash, Chairman

Attest: [Signature]  
Morris Fortson, Clerk

(SEAL)

Approved by the City of Carlton, Georgia, on the 5<sup>th</sup> day of November, 2007, and executed this the \_\_\_ day of \_\_\_\_\_, 2007, in witness whereof the parties hereto have set their hands, affixed their seals, and delivered these presents.

CITY COUNCIL OF CARLTON, GEORGIA

By: [Signature]  
Rufus Kidd, Mayor

Attest: [Signature]  
Stephanie Surratt, Clerk

(SEAL)

**INTERGOVERNMENTAL AGREEMENT FOR ADMINISTRATION AND ENFORCEMENT OF ANIMAL CONTROL PROVISIONS BETWEEN MADISON COUNTY, GEORGIA AND THE CITY OF COMER, GEORGIA**

This Intergovernmental Agreement ("Agreement"), is made and entered into as of the day of October 9, 2007, by and between Madison County through its Board of Commissioners (hereinafter "Madison County"), and the City of Comer through its City Council (hereinafter the "City").

**WITNESSETH:**

WHEREAS, the City of Comer has determined that adoption and enforcement of an Animal Control Ordinance, identical to that Animal Control Ordinance adopted by Madison County (the "Ordinance"), is in the best interests of the citizens of the City of Comer; and

WHEREAS, the City's size is such that it is not cost-effective for the City to provide the services necessary for enforcement of the Ordinance through its own staff; and

WHEREAS, Madison County has already adopted and has a staff to enforce the Ordinance in the unincorporated portion of the county; and

WHEREAS, it would not be an undue burden on Madison County to provide those same services in the City provided that the City adopts an identical Ordinance; and

WHEREAS, Article IX, Section III, Paragraph I of the Georgia Constitution of 1983 authorizes any county and any public corporation to contract with each other for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; and

WHEREAS, an intergovernmental agreement providing for Madison County to provide inspection and enforcement of the Ordinance in the City would promote the general health, welfare, and safety of all citizens of the County;

NOW THEREFORE, for and in consideration of the premises and mutual covenants and agreements hereinafter set forth, and by and through the authority of the County and the City, it is hereby agreed by and between the parties hereto as follows:

**ARTICLE I: ADOPTION OF IDENTICAL ORDINANCE PROCEDURES.**

- A. The City hereby warrants that it has adopted an Animal Control Ordinance identical to those of Madison County as of the effective date hereof.
  
- B. Madison County shall provide written notice to the City of any changes or, in its discretion, anticipated changes, in its Animal Control Ordinance. City shall take all steps necessary to enact identical changes within sixty days of such notice. City's failure to do so shall operate to terminate this Agreement without the necessity of further action by or notice to any party or person.

ARTICLE II : ENFORCEMENT

Commencing with the effective date hereof, those Madison County employees authorized to and responsible for enforcement of the Ordinance in the unincorporated portion of the county shall enforce the Ordinance adopted by the City.

ARTICLE III: COMPENSATION

All fees, fines, and other revenue attributable to enforcement activities within the City shall be paid directly to Madison County.

ARTICLE IV: TERM

The term of this Agreement shall begin and this Agreement shall constitute a binding obligation on the parties hereto from and after its execution by the last party to execute the same. This Agreement shall terminate fifty (50) years from that effective date, unless sooner terminated as provided herein.

ARTICLE V: TERMINATION OR AMENDMENT OF AGREEMENT

- A. This Agreement may be amended only by mutual agreement of the parties hereto executed in writing with the same formality as the execution of this Agreement.
- B. This Agreement may be terminated by either party upon sixty days written notice to the other.

ARTICLE VI: SERVICE DELIVERY STRATEGY

The Service Delivery Strategy for Madison County is hereby revised in accordance with this Agreement.

IN WITNESS WHEREOF, Madison County Board of Commissioners and the Comer City Council, by their duly authorized council and board members, have caused this Agreement to be executed and each party has caused its seal to be hereunto impressed and attested, and delivery hereof is hereby acknowledged, as of the day and year first above written.

Approved by the Madison County Board of Commissioners on the 13<sup>th</sup> day of NOVEMBER, 2007, and executed this the 14<sup>th</sup> day of NOVEMBER, 2007, in witness whereof the parties hereto have set their hands, affixed their seals, and delivered these presents.

BOARD OF COMMISSIONERS OF  
MADISON COUNTY

By: [Signature]  
Wesley Nash, Chairman

Attest: [Signature]  
Morris Fortson, Clerk

(SEAL)

Approved by the City of Comer, Georgia, on the 9<sup>th</sup> day of October, 2007 and executed this the \_\_\_\_ day of \_\_\_\_\_, 200\_\_, in witness whereof the parties hereto have set their hands, affixed their seals, and delivered these presents.

CITY COUNCIL OF COMER, GEORGIA

By: [Signature]  
City of Comer, Mayor

Attest: [Signature]  
City of Comer, Clerk

(SEAL)

Approved as to Form:

[Signature]  
City Attorney

Victor Y. Johnson  
Graham Law Firm, LLC  
P.O. Drawer 300  
Danielsville, GA 30633



INTERGOVERNMENTAL AGREEMENT FOR ADMINISTRATION AND  
ENFORCEMENT OF ANIMAL CONTROL PROVISIONS BETWEEN MADISON  
COUNTY, GEORGIA AND THE CITY OF HULL, GEORGIA

This Intergovernmental Agreement ("Agreement"), is made and entered into as of the day of October 9, 2007, by and between Madison County through its Board of Commissioners (hereinafter "Madison County"), and the City of Hull through its City Council (hereinafter the "City").

WITNESSETH:

WHEREAS, the City of Hull has determined that adoption and enforcement of an Animal Control Ordinance, identical to that Animal Control Ordinance adopted by Madison County (the "Ordinance"), is in the best interests of the citizens of the City of Hull; and

WHEREAS, the City's size is such that it is not cost-effective for the City to provide the services necessary for enforcement of the Ordinance through its own staff; and

WHEREAS, Madison County has already adopted and has a staff to enforce the Ordinance in the unincorporated portion of the county; and

WHEREAS, it would not be an undue burden on Madison County to provide those same services in the City provided that the City adopts an identical Ordinance; and

WHEREAS, Article IX, Section III, Paragraph I of the Georgia Constitution of 1983 authorizes any county and any public corporation to contract with each other for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; and

WHEREAS, an intergovernmental agreement providing for Madison County to provide inspection and enforcement of the Ordinance in the City would promote the general health, welfare, and safety of all citizens of the County;

NOW THEREFORE, for and in consideration of the premises and mutual covenants and agreements hereinafter set forth, and by and through the authority of the County and the City, it is hereby agreed by and between the parties hereto as follows:

ARTICLE I: ADOPTION OF IDENTICAL ORDINANCE PROCEDURES.

- A. The City hereby warrants that it has adopted an Animal Control Ordinance identical to those of Madison County as of the effective date hereof.
  
- B. Madison County shall provide written notice to the City of any changes or, in its discretion, anticipated changes, in its Animal Control Ordinance. City shall take all steps necessary to enact identical changes within sixty days of such notice. City's failure to do so shall operate to terminate this Agreement without the necessity of further action by or notice to any party or person.

ARTICLE II : ENFORCEMENT

Commencing with the effective date hereof, those Madison County employees authorized to and responsible for enforcement of the Ordinance in the unincorporated portion of the county shall enforce the Ordinance adopted by the City.

ARTICLE III: COMPENSATION

All fees, fines, and other revenue attributable to enforcement activities within the City shall be paid directly to Madison County.

ARTICLE IV: TERM

The term of this Agreement shall begin and this Agreement shall constitute a binding obligation on the parties hereto from and after its execution by the last party to execute the same. This Agreement shall terminate fifty (50) years from that effective date, unless sooner terminated as provided herein.

ARTICLE V: TERMINATION OR AMENDMENT OF AGREEMENT

- A. This Agreement may be amended only by mutual agreement of the parties hereto executed in writing with the same formality as the execution of this Agreement.
- B. This Agreement may be terminated by either party upon sixty days written notice to the other.

ARTICLE VI: SERVICE DELIVERY STRATEGY

The Service Delivery Strategy for Madison County is hereby revised in accordance with this Agreement.

IN WITNESS WHEREOF, Madison County Board of Commissioners and the Hull City Council, by their duly authorized council and board members, have caused this Agreement to be executed and each party has caused its seal to be hereunto impressed and attested, and delivery hereof is hereby acknowledged, as of the day and year first above written.

Approved by the Madison County Board of Commissioners on the 22<sup>nd</sup> day of OCTOBER, 2007, and executed this the 23<sup>rd</sup> day of OCTOBER, 2007 in witness whereof the parties hereto have set their hands, affixed their seals, and delivered these presents.

BOARD OF COMMISSIONERS OF  
MADISON COUNTY

By: [Signature]  
Wesley Nash, Chairman

Attest: [Signature]  
Morris Fortson, Clerk

(SEAL)

Approved by the City of Hull, Georgia, on the 9<sup>th</sup> day of October, 2007, and executed this the 9<sup>th</sup> day of October, 2007 in witness whereof the parties hereto have set their hands, affixed their seals, and delivered these presents.

CITY COUNCIL OF HULL, GEORGIA

By: [Signature]  
[Signature], Mayor

Attest: [Signature]  
[Signature], Clerk

(SEAL)

**INTERGOVERNMENTAL AGREEMENT FOR ADMINISTRATION AND  
ENFORCEMENT OF ANIMAL CONTROL PROVISIONS BETWEEN MADISON  
COUNTY, GEORGIA AND THE CITY OF COLBERT, GEORGIA**

This Intergovernmental Agreement ("Agreement"), is made and entered into as of the 4<sup>th</sup> day of October, 2007, by and between Madison County through its Board of Commissioners (hereinafter "Madison County"), and the City of Colbert through its City Council (hereinafter the "City").

**WITNESSETH:**

WHEREAS, the City of Colbert has determined that adoption and enforcement of an Animal Control Ordinance, identical to that Animal Control Ordinance adopted by Madison County (the "Ordinance"), is in the best interests of the citizens of the City of Colbert; and

WHEREAS, the City's size is such that it is not cost-effective for the City to provide the services necessary for enforcement of the Ordinance through its own staff; and

WHEREAS, Madison County has already adopted and has a staff to enforce the Ordinance in the unincorporated portion of the county; and

WHEREAS, it would not be an undue burden on Madison County to provide those same services in the City provided that the City adopts an identical Ordinance; and

WHEREAS, Article IX, Section III, Paragraph I of the Georgia Constitution of 1983 authorizes any county and any public corporation to contract with each other for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; and

WHEREAS, an intergovernmental agreement providing for Madison County to provide inspection and enforcement of the Ordinance in the City would promote the general health, welfare, and safety of all citizens of the County;

NOW THEREFORE, for and in consideration of the premises and mutual covenants and agreements hereinafter set forth, and by and through the authority of the County and the City, it is hereby agreed by and between the parties hereto as follows:

**ARTICLE I: ADOPTION OF IDENTICAL ORDINANCE PROCEDURES.**

- A. The City hereby warrants that it has adopted an Animal Control Ordinance identical to those of Madison County as of the effective date hereof.
- B. Madison County shall provide written notice to the City of any changes or, in its discretion, anticipated changes, in its Animal Control Ordinance. City shall take all steps necessary to enact identical changes within sixty days of such notice. City's failure to do so shall operate to terminate this Agreement without the necessity of further action by or notice to any party or person.

ARTICLE II: ENFORCEMENT

Commencing with the effective date hereof, those Madison County employees authorized to and responsible for enforcement of the Ordinance in the unincorporated portion of the county shall enforce the Ordinance adopted by the City.

ARTICLE III: COMPENSATION

All fees, fines, and other revenue attributable to enforcement activities within the City shall be paid directly to Madison County.

ARTICLE IV: TERM

The term of this Agreement shall begin and this Agreement shall constitute a binding obligation on the parties hereto from and after its execution by the last party to execute the same. This Agreement shall terminate fifty (50) years from that effective date, unless sooner terminated as provided herein.

ARTICLE V: TERMINATION OR AMENDMENT OF AGREEMENT

- A. This Agreement may be amended only by mutual agreement of the parties hereto executed in writing with the same formality as the execution of this Agreement.
- B. This Agreement may be terminated by either party upon sixty days written notice to the other.

ARTICLE VI: SERVICE DELIVERY STRATEGY

The Service Delivery Strategy for Madison County is hereby revised in accordance with this Agreement.

IN WITNESS WHEREOF, Madison County Board of Commissioners and the Colbert City Council, by their duly authorized council and board members, have caused this Agreement to be executed and each party has caused its seal to be hereunto impressed and attested, and delivery hereof is hereby acknowledged, as of the day and year first above written.

Approved by the Madison County Board of Commissioners on the 27<sup>th</sup> day of September, 2010, and executed this the 4<sup>th</sup> day of October, 2010, in witness whereof the parties hereto have set their hands, affixed their seals, and delivered these presents.

BOARD OF COMMISSIONERS OF  
MADISON COUNTY

By: Anthony Dove  
Anthony Dove, Chairman

Attest: Linda Cox  
Linda Cox, Clerk

(SEAL)

Approved by the City of Colbert, Georgia, on the 13<sup>th</sup> day of September, 2010, and executed this the 4<sup>th</sup> day of October, 2010, in witness whereof the parties hereto have set their hands, affixed their seals, and delivered these presents.

CITY COUNCIL OF COLBERT, GEORGIA

By: Ch. Peck  
Colbert, Mayor

Attest: Vicky C. Smith  
Clerk

(SEAL)



**SERVICE DELIVERY STRATEGY**

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

**Instructions:**

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

**COUNTY: MADISON COUNTY**

**Service: Code Enforcement**

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

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

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

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

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

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

**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>
Madison County	General Funds and fines
City of Danielsville	General Funds and fines

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

The services provided did not change. This service was a name change and delievery arrangement. This service is now being provided by the Madison County Board of Commissioners.

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>
N/A		

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?

Ordinances

7. Person completing form: **Todd Higdon, Chairman**  
 Phone number: **(706) 795-6300**      Date completed: 8/8/2022

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: MADISON COUNTY

Service: E-911

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.): **Madison 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.



**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: MADISON COUNTY

Service: E-911

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.): **Madison 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>
Madison County	General Funds, Special Revenue Funds

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

No Change

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>
Mutal Aid Agreement	Madison County, City of Carlton, Comer, Colbert, Ila, Hull and Danielsville	Automatic Renewal

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

N/A

7. Person completing form: **Todd Higdon, Chairman**  
 Phone number: **(706) 795-6300**      Date completed: 8/8/2022

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

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

**COPY**

**MUTUAL AID AGREEMENT**

THIS AGREEMENT, made and entered into by and between the County of MADISON, located in the State of Georgia, hereinafter referred to as the COUNTY, and the Cities of CARLTON, COLBERT, COMER, DANIELSVILLE, HULL, and ILA, all incorporated municipalities, all located in MADISON County, Georgia, hereinafter referred to as the MUNICIPALITIES. This agreement shall become effective by and between the COUNTY and the individual MUNICIPALITIES on the dates signatures are applied hereto. The County of MADISON and the Cities of CARLTON, COLBERT, COMER, DANIELSVILLE, HULL, and ILA are together hereinafter referred to as the PARTIES.

**WITNESSETH**

Whereas, the PARTIES hereto are desirous of implementing Georgia State Act 636, relating to a statewide Emergency Telephone Number 911 system plan; and

Whereas, the PARTIES hereto are desirous of facilitating the access of their citizens and visitors to emergency service in time of need;

Now, therefore, in consideration of the mutual promises made and hereinafter set forth, the PARTIES hereto agree as follows:

1. The Madison County Public Safety Communications / 911 & Addressing Center is hereby established, hereinafter referred to as the "CENTER." The purpose of the CENTER is to provide emergency telephone answering service to all citizens and visitors of Madison County and radio dispatch services for all PARTIES herein.
2. All PARTIES herein providing public safety services, currently or in the future, will receive radio dispatch services from the CENTER. All MUNICIPALITIES providing public safety services are authorized to utilize any of the public safety radio channels licensed to the COUNTY in the performance of such service and in compliance with all applicable regulations of the Federal Communications Commission.
3. All parties herein recognize that there is a possibility that a call to a public safety agency may be inadvertently directed from the CENTER to an agency with contiguous boundaries.
4. To ensure the citizen receives the fastest possible response time, all parties herein agree to respond to a call after it is dispatched even though it may mean crossing jurisdictional boundaries.
5. The misdirected call can be re-routed for dispatch to the proper jurisdictional agency if it is determined by the CENTER that redirection would not increase response time.
6. No party to this agreement will charge another for rendering service in another jurisdictional area under provisions of this agreement.
7. There will be no reimbursement for loss or damage to equipment while engaged in activity pursuant to this agreement.

This agreement will be in effect for an indefinite period, or until such time that the operating parameters of the CENTER make it unnecessary. Any party may, however, withdraw from this Agreement at any time by giving no less than thirty (30) days notice of withdrawal to the other parties hereto.

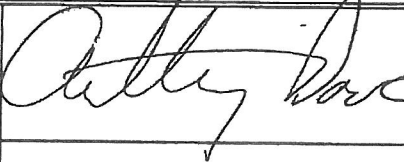

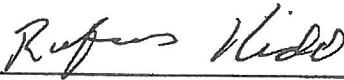
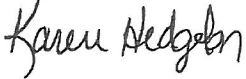
9. The COUNTY shall provide emergency call answering and radio dispatch services for law enforcement, fire, rescue, and emergency medical agencies 24 hours a day, 7 days a week, 52 weeks per year.
10. The COUNTY shall hold the title and have care, custody, and control of the equipment, furnishings, and the CENTER. The COUNTY shall further be responsible for planning, acquiring, and maintaining the common equipment of the CENTER.
11. The COUNTY shall be in charge of hiring, training, and disciplining of employees working on the premises of, or in conjunction with, the operation of the CENTER.
12. The COUNTY shall be in charge of the making and promulgation of any necessary policies, rules, and regulations and their enforcement by and with the assistance of the participating PARTIES.
13. All costs for operating and maintaining the CENTER shall be paid by the COUNTY and purchases and contracts for the purpose of operating the CENTER shall be in the name of the COUNTY.
14. a. The PARTIES hereto agree the existing communications equipment of the Cities of COMER and DANIELSVILLE is presently compatible with the CENTER'S equipment and systems. The COUNTY shall not be obligated hereunder to bear any expenses that may be necessary to maintain future compatibility of such equipment.  
b. Should any other MUNICIPALITIES that are PARTIES to this agreement subsequently undertake to provide public safety services, such MUNICIPALITIES will provide necessary and compatible equipment for receipt of dispatch information from the CENTER and the COUNTY shall not be obligated hereunder to bear any expenses of supplying or maintaining such equipment.
15. All gifts or grants in furtherance of the purpose of the CENTER shall be in the name of the COUNTY and shall be used for the purpose of reducing the overall operating cost of the CENTER.
16. All claims for Federal or State aid for the operation of the CENTER shall be made by the COUNTY.
17. Any liabilities incurred by an employee of the CENTER as a result of the operation of the CENTER will be paid by the COUNTY. The COUNTY shall not be liable for claims arising from acts or omissions to act by agents or employees of the Cities of CARLTON, COLBERT, COMER, DANIELSVILLE, HULL, and ILA and those Cities hereby indemnify the COUNTY and the individual Cities from claims arising therefrom.
18. Any disputes arising between the PARTIES hereto shall be decided by a majority vote of the

**COPY**

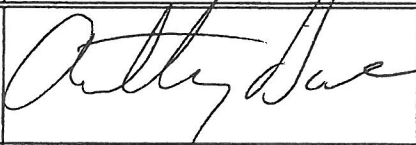
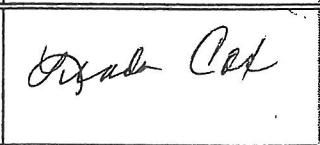


Madison County Board of Commissioners and in the event that the controversy cannot be settled by the Board, the Director of the Georgia Department of Administrative Services, Telecommunications Division shall serve as arbitrator whose decision shall be binding on all PARTIES.

19. By a majority vote of the Madison County Board of Commissioners and upon approval of same by all PARTIES, this contract may be wholly or partially amended.
20. It is agreed by the PARTIES hereto that the Madison County Board of Commissioners shall serve as Administrator of the CENTER, employing a Director to oversee and manage the day to day operation of the CENTER.
21. This agreement will be in effect immediately upon the signature of all parties listed herein.

SIGNATURES

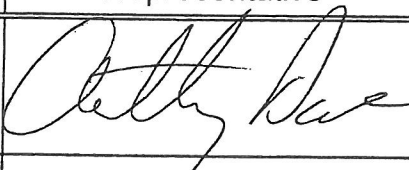
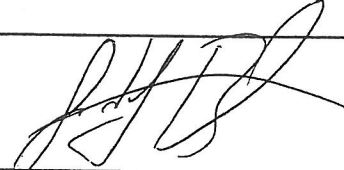
County/Municipality	Signature of Authorized Representative	Title	Date	Attested
Madison County, Georgia		Chairman BOC	12-4-12	
City of Carlton, Georgia		Mayor	2-5-13	
City of Colbert, Georgia				
City of Comer, Georgia				
City of Danielsville, Georgia				
City of Hull, Georgia				
City of Ila, Georgia				

SIGNATURES

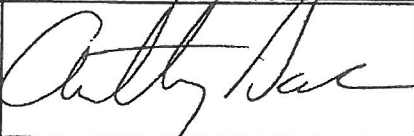
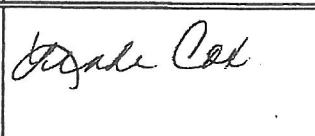

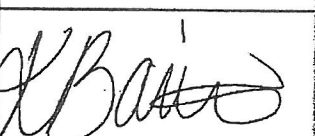
County/Municipality	Signature of Authorized Representative	Title	Date	Attested
Madison County, Georgia		Chairman BOC	12-4-12	
City of Carlton, Georgia				
City of Colbert, Georgia		Mayor	12-17-12	
City of Comer, Georgia				
City of Danielsville, Georgia				
City of Hull, Georgia				
City of Ila, Georgia				



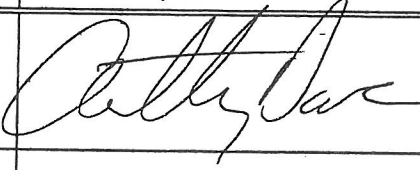

### SIGNATURES

County/Municipality	Signature of Authorized Representative	Title	Date	Attested
Madison County, Georgia		Chairman BOC	12-4-12	Cathy Rose
City of Carlton, Georgia				
City of Colbert, Georgia				
City of Comer, Georgia		MAYOR	12-05-12	B. [unclear] 2504
City of Danielsville, Georgia				
City of Hull, Georgia				
City of Ila, Georgia				

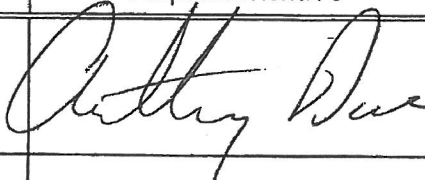

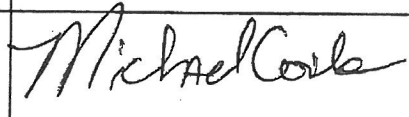

SIGNATURES

County/Municipality	Signature of Authorized Representative	Title	Date	Attested
Madison County, Georgia		Chairman BOC	12-4-12	
City of Carlton, Georgia				
City of Colbert, Georgia				
City of Comer, Georgia				
City of Danielsville, Georgia		Mayor	12-10-12	
City of Hull, Georgia				
City of Ila, Georgia				

### SIGNATURES

County/Municipality	Signature of Authorized Representative	Title	Date	Attested
Madison County, Georgia		Chairman BOC	12-4-12	Lynda Cox
City of Carlton, Georgia				
City of Colbert, Georgia				
City of Comer, Georgia				
City of Danielsville, Georgia				
City of Hull, Georgia		Mayor	12/4/12	Andrea B. Fox
City of Ila, Georgia				

SIGNATURES

County/Municipality	Signature of Authorized Representative	Title	Date	Attested
Madison County, Georgia		Chairman BOC	12-4-12	
City of Carlton, Georgia				
City of Colbert, Georgia				
City of Comer, Georgia				
City of Danielsville, Georgia				
City of Hull, Georgia				
City of Ila, Georgia		MAYOR	1-7-13	



**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: MADISON COUNTY

Service: *Emergency Medical Services*

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

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Madison 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>
Madison County	General Funds and Fund Raisers
Carlton	General Funds
Colbert	General Funds
Comer	General Funds
Danielsville	General Funds
Hull	General Funds

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

N/A

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>
Master Service Delivery Agreement	All	7/1/2022-7/1/2032

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?

Ordinances, Resolutions and local acts

7. Person completing form: **Todd Higdon, Chairman**  
 Phone number: **(706) 795-6300**      Date completed: 8/8/2022

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:

**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>
Ila	General Funds

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

N/A

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>
Master Service Delivery Agreement	All	7/1/2022-7/1/2032

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?

Ordinances, Resolutions and local acts

7. Person completing form: **Todd Higdon, Chairman**  
 Phone number: **(706) 795-6300**      Date completed: 8/8/2022

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

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

**COPY**

**MUTUAL AID AGREEMENT**

THIS AGREEMENT, made and entered into by and between the County of MADISON, located in the State of Georgia, hereinafter referred to as the COUNTY, and the Cities of CARLTON, COLBERT, COMER, DANIELSVILLE, HULL, and ILA, all incorporated municipalities, all located in MADISON County, Georgia, hereinafter referred to as the MUNICIPALITIES. This agreement shall become effective by and between the COUNTY and the individual MUNICIPALITIES on the dates signatures are applied hereto. The County of MADISON and the Cities of CARLTON, COLBERT, COMER, DANIELSVILLE, HULL, and ILA are together hereinafter referred to as the PARTIES.

**WITNESSETH**

Whereas, the PARTIES hereto are desirous of implementing Georgia State Act 636, relating to a statewide Emergency Telephone Number 911 system plan; and

Whereas, the PARTIES hereto are desirous of facilitating the access of their citizens and visitors to emergency service in time of need;

Now, therefore, in consideration of the mutual promises made and hereinafter set forth, the PARTIES hereto agree as follows:

1. The Madison County Public Safety Communications / 911 & Addressing Center is hereby established, hereinafter referred to as the "CENTER." The purpose of the CENTER is to provide emergency telephone answering service to all citizens and visitors of Madison County and radio dispatch services for all PARTIES herein.
2. All PARTIES herein providing public safety services, currently or in the future, will receive radio dispatch services from the CENTER. All MUNICIPALITIES providing public safety services are authorized to utilize any of the public safety radio channels licensed to the COUNTY in the performance of such service and in compliance with all applicable regulations of the Federal Communications Commission.
3. All parties herein recognize that there is a possibility that a call to a public safety agency may be inadvertently directed from the CENTER to an agency with contiguous boundaries.
4. To ensure the citizen receives the fastest possible response time, all parties herein agree to respond to a call after it is dispatched even though it may mean crossing jurisdictional boundaries.
5. The misdirected call can be re-routed for dispatch to the proper jurisdictional agency if it is determined by the CENTER that redirection would not increase response time.
6. No party to this agreement will charge another for rendering service in another jurisdictional area under provisions of this agreement.
7. There will be no reimbursement for loss or damage to equipment while engaged in activity pursuant to this agreement.



This agreement will be in effect for an indefinite period, or until such time that the operating parameters of the CENTER make it unnecessary. Any party may, however, withdraw from this Agreement at any time by giving no less than thirty (30) days notice of withdrawal to the other parties hereto.

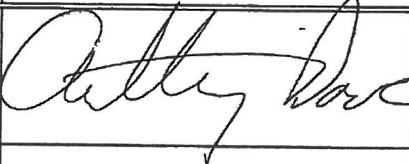

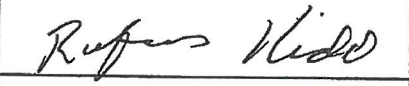
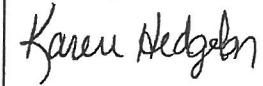
9. The COUNTY shall provide emergency call answering and radio dispatch services for law enforcement, fire, rescue, and emergency medical agencies 24 hours a day, 7 days a week, 52 weeks per year.
10. The COUNTY shall hold the title and have care, custody, and control of the equipment, furnishings, and the CENTER. The COUNTY shall further be responsible for planning, acquiring, and maintaining the common equipment of the CENTER.
11. The COUNTY shall be in charge of hiring, training, and disciplining of employees working on the premises of, or in conjunction with, the operation of the CENTER.
12. The COUNTY shall be in charge of the making and promulgation of any necessary policies, rules, and regulations and their enforcement by and with the assistance of the participating PARTIES.
13. All costs for operating and maintaining the CENTER shall be paid by the COUNTY and purchases and contracts for the purpose of operating the CENTER shall be in the name of the COUNTY.
14. a. The PARTIES hereto agree the existing communications equipment of the Cities of COMER and DANIELSVILLE is presently compatible with the CENTER'S equipment and systems. The COUNTY shall not be obligated hereunder to bear any expenses that may be necessary to maintain future compatibility of such equipment.  
b. Should any other MUNICIPALITIES that are PARTIES to this agreement subsequently undertake to provide public safety services, such MUNICIPALITIES will provide necessary and compatible equipment for receipt of dispatch information from the CENTER and the COUNTY shall not be obligated hereunder to bear any expenses of supplying or maintaining such equipment.
15. All gifts or grants in furtherance of the purpose of the CENTER shall be in the name of the COUNTY and shall be used for the purpose of reducing the overall operating cost of the CENTER.
16. All claims for Federal or State aid for the operation of the CENTER shall be made by the COUNTY.
17. Any liabilities incurred by an employee of the CENTER as a result of the operation of the CENTER will be paid by the COUNTY. The COUNTY shall not be liable for claims arising from acts or omissions to act by agents or employees of the Cities of CARLTON, COLBERT, COMER, DANIELSVILLE, HULL, and ILA and those Cities hereby indemnify the COUNTY and the individual Cities from claims arising therefrom.
18. Any disputes arising between the PARTIES hereto shall be decided by a majority vote of the

**COPY**

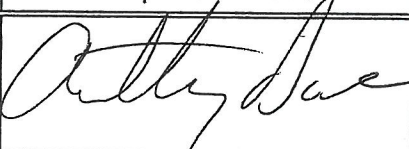

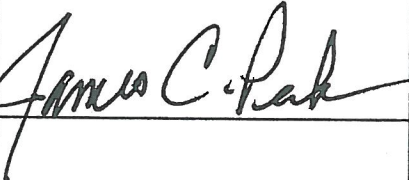

Madison County Board of Commissioners and in the event that the controversy cannot be settled by the Board, the Director of the Georgia Department of Administrative Services, Telecommunications Division shall serve as arbitrator whose decision shall be binding on all PARTIES.

19. By a majority vote of the Madison County Board of Commissioners and upon approval of same by all PARTIES, this contract may be wholly or partially amended.
20. It is agreed by the PARTIES hereto that the Madison County Board of Commissioners shall serve as Administrator of the CENTER, employing a Director to oversee and manage the day to day operation of the CENTER.
21. This agreement will be in effect immediately upon the signature of all parties listed herein.

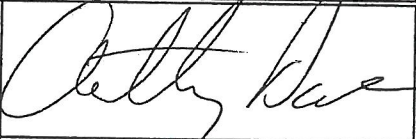
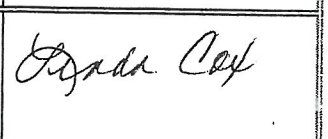

SIGNATURES

County/Municipality	Signature of Authorized Representative	Title	Date	Attested
Madison County, Georgia		Chairman BOC	12-4-12	
City of Carlton, Georgia		Mayor	2-5-13	
City of Colbert, Georgia				
City of Comer, Georgia				
City of Danielsville, Georgia				
City of Hull, Georgia				
City of Ila, Georgia				

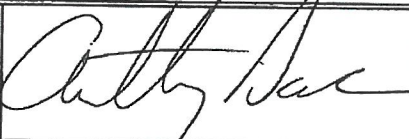

SIGNATURES

County/Municipality	Signature of Authorized Representative	Title	Date	Attested
Madison County, Georgia		Chairman BOC	12-4-12	
City of Carlton, Georgia				
City of Colbert, Georgia		Mayor	12-17-12	
City of Comer, Georgia				
City of Danielsville, Georgia				
City of Hull, Georgia				
City of Ila, Georgia				

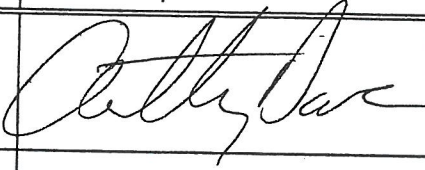

## SIGNATURES

County/Municipality	Signature of Authorized Representative	Title	Date	Attested
Madison County, Georgia		Chairman BOC	12-4-12	
City of Carlton, Georgia				
City of Colbert, Georgia				
City of Comer, Georgia		MAYOR	12-05-12	B. [unclear] 2504
City of Danielsville, Georgia				
City of Hull, Georgia				
City of Ila, Georgia				

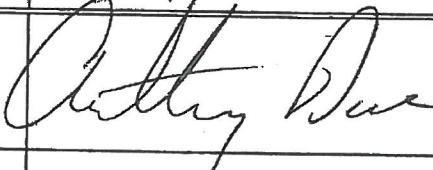
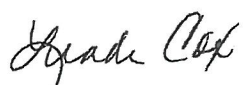
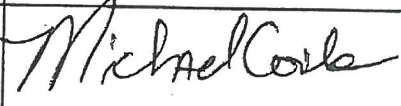
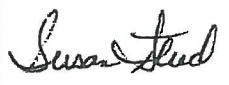
SIGNATURES

County/Municipality	Signature of Authorized Representative	Title	Date	Attested
Madison County, Georgia		Chairman BOC	12-4-12	Stigale Col
City of Carlton, Georgia				
City of Colbert, Georgia				
City of Comer, Georgia				
City of Danielsville, Georgia		Mayor	12-12-12	K Baird
City of Hull, Georgia				
City of Ila, Georgia				

## SIGNATURES

County/Municipality	Signature of Authorized Representative	Title	Date	Attested
Madison County, Georgia		Chairman BOC	12-4-12	Lynda Cox
City of Carlton, Georgia				
City of Colbert, Georgia				
City of Comer, Georgia				
City of Danielsville, Georgia				
City of Hull, Georgia		Mayor	12/4/12	Amanda B. Fox
City of Ila, Georgia				

## SIGNATURES

County/Municipality	Signature of Authorized Representative	Title	Date	Attested
Madison County, Georgia		Chairman BOC	12-4-12	
City of Carlton, Georgia				
City of Colbert, Georgia				
City of Comer, Georgia				
City of Danielsville, Georgia				
City of Hull, Georgia				
City of Ila, Georgia		MAYOR	1-7-13	





**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: **MADISON COUNTY**

Service: **Fire 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.):

**Carlton, Colbert, Comer, Danielsville, Hull, Ila, Madison County**

e.)  Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

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

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

**No**

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

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

**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>
Carlton	General Funds and Fund Raisers
Colbert	General Funds and Fund Raisers
Comer	General Funds and Fund Raisers
Danielsville	General Funds and Fund Raisers
Hull	General Funds and Fund Raisers
Ila	General Funds and Fund Raisers

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

N/A

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>
Fire Contract Agreement	Madison County, all VFDs, all Cities	1/1/2022-1/1/2032
Master Service Delivery Agreement	All	7/1/2022-7/1/2032

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?

Local Acts

7. Person completing form: **Todd Higdon, Chairman**

Phone number: **(706) 795-6300**      Date completed: **8/8/2022**

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:

**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>
Madison County	General Funds

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

N/A

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>
Fire Contract Agreement	Madison County, all VFDs, all Cities	1/1/2022-1/1/2032
Master Service Delivery Agreement	All	7/1/2022-7/1/2032

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?

Local Acts

7. Person completing form: **Todd Higdon, Chairman**  
 Phone number: **(706) 795-6300**      Date completed: **8/8/2022**

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

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

State of Georgia

County of Madison

## **FIRE PROTECTION AND EMERGENCY RESCUE SERVICES AGREEMENT**

This Agreement is made as of the date below written between the Board of Commissioners of Madison County, Georgia ("County") and the Carlton Volunteer Fire Department, Inc., the Colbert Volunteer Fire Department, Inc., the Collins Volunteer Fire Department, Inc., the Comer Volunteer Fire Department, Inc., the Danielsville Community Volunteer Fire Department, Inc., the Harrison Volunteer Fire Department, Inc., the Hull Community Volunteer Fire Department, Inc., the Ila Volunteer Fire Department, Inc., the Neese/Sanford Volunteer Fire Department, Inc., the Poca Volunteer Fire Department, Inc., the Shiloh Community Volunteer Fire Department, Inc., the Madison County Volunteer Firefighters Association; and Madison County Rescue, Inc. (collectively the "Departments").

1.

### **PURPOSE**

The purpose of this contract is to provide organized, trained, effective fire protection and emergency rescue services for the citizens of Madison County, in accordance with all applicable laws, regulations and ordinances (the "Services").

The Madison County Board of Commissioners is the intended beneficiary of this contract, not any individual or group of individuals or any corporation.

2.

### **TERM**

The term of this contract shall commence as of January 1, 2013, and shall terminate absolutely and without further obligation on the part of County on December 31, 2013. The contract

shall stand automatically renewed for calendar year 2014, on the identical terms and conditions contained herein, unless County gives written notice of non-renewal to Departments on or before November 15, 2013. The contract shall likewise stand automatically renewed in each successive calendar year, on the identical terms and conditions contained herein, unless County gives written notice of non-renewal to Departments on or before November 15. The total obligation which will be incurred by County in each renewal term, if renewed, shall be identical to that contained herein.

3.

### CONSIDERATION FROM MADISON COUNTY

A.

#### Funds

In return for the consideration provided by each of the departments herein, Madison County agrees to pay the Departments, collectively, on or before April 15 of each year, the sum of \$669,411.00 or the value of one mill of the tax digest, whichever is greater. Prior to disbursement by the County, the Departments must unanimously agree on and notify County of the allocation to be disbursed to each Department, and such notification to the County shall be made prior to April 15 of each year.

B.

#### Worker's Compensation Coverage

Madison County shall provide worker's compensation insurance for all eligible active members of each Department not covered by a municipal policy of worker's compensation insurance. Each department shall provide to the Clerk of the Madison County Board of Commissioners, on or before March 1 each year, a list of the names, addresses, and Social Security

numbers, and other information as may be needed by the County or its insurance carrier, of each member to be covered pursuant to this paragraph. Additionally, each Department shall notify County, in writing, within ten (10) days whenever a new eligible active member is added or an existing eligible member is deleted. The county shall reimburse any municipality for any worker's compensation premium made by a municipality up to the payment that the county would have made had it provided the worker's compensation coverage, but not in excess of the amount paid by any municipality.

C.

Communications

As further consideration for the departments providing fire protection and emergency rescue services to Madison County, the County agrees to provide a 911 communications center which shall receive all calls for services in Madison County and which shall dispatch fire departments in Madison County, and provide such other communication assistance as the departments may need during operations at an emergency scene consistent with such assistance as is provided by the 911 communication center to other county agencies and services.

D.

Immunizations

Madison County agrees to pay the cost of any immunizations for hepatitis and other infectious diseases as may be required from time to time for all department members.

E.

No Other Obligation

The County shall not be responsible for any payment, reimbursement, indemnification, or

other obligation to any department or any member, volunteer, employee, contractor, or agent thereof, except as expressly provided herein.

4.

#### DEPARTMENT CONSIDERATION

A.

##### General Services

Each department agrees to respond with whatever manpower and equipment it has available at any given time to any call for a fire, disaster, hazardous material incident, accident or any other emergency for which they are dispatched, at any location in Madison County where they are needed. It is understood that manpower assets may vary according to the time of day and for other reasons.

B.

##### Mutual Aid

Each department which consents to a Mutual Aid Agreement also agrees to respond to calls for assistance made pursuant thereto, it being acknowledged that first priority shall be given to calls within Madison County. County will submit proposed Mutual Aid Agreements to the departments and will execute such Agreements only with the consent of the department(s) to be dispatched pursuant thereto.

5.

#### COMMAND AND CONTROL

The highest ranking officer of the department where the incident is occurring shall be the incident commander of the incident unless said officer transfers command to someone else.

6.

#### EQUIPMENT

Each Department shall supply, at each Department's sole expense, all equipment, tools, materials, supplies and labor to perform the Services. Unless otherwise set out herein, all equipment of each individual department is and shall continue to be the property of the individual non-profit corporation or municipal corporation. The equipment shall remain under the control of said corporation. The corporation owning the equipment shall be responsible for maintaining insurance on the equipment except as set out herein.

7.

#### INDEPENDENT CONTRACTOR STATUS AND INTERNAL OPERATIONS OF DEPARTMENTS

It is expressly understood that each Department listed above is an independent contractor to Madison County and the Madison County Board of Commissioners, except as expressly set out herein, shall have no authority to in any way interfere with the internal affairs of the department, its method of business operation, selection of officers, its fund raising policies or other operations. County does not assume, and has no right to control, the time, manner, means and method of each Department's execution of the Services, the County being only interested in the results and performance of the Services in conformity with this Contract. The time, manner, means and method of conducting the Services are under the sole control of each Department. Each Department shall direct the performance of each Department's employees and members. Neither federal nor state nor local income tax, nor payroll tax of any kind shall be withheld or paid by County on behalf of any of the Departments or the employees or members of the Departments. Neither the Departments nor any



employees or members of the Departments shall be treated as an employee of the County with respect to the Services for federal or state tax purposes. Neither the departments nor their employees or members are eligible for, and shall not participate in, any employer pension, health or other fringe benefit plan of the County, except as expressly provided herein.

8.

#### RECORDS, ACCOUNTING, AND BOND

All departments shall submit annually a list of expenditures of county funds to the Clerk of the Madison County Board of Commissioners on or before March 1 of the year following the year for which the expenditures apply and shall make their financial records available to an auditor of the Board of Commissioners' choice for audit at the expense of the Board of Commissioners. If the Board of Commissioners so requires, the financial records of the individual departments shall be kept in such a manner as to facilitate an audit. Any questions that may arise from an audit concerning any one or more organizations shall not result in any action or penalty toward any other organization. All Department personnel who receive or administer funds (cash, checks, and other negotiable instruments) shall be bonded in an amount of not less than \$50,000.00.

9.

#### NON-PROFIT STATUS

Each of the Departments represents and warrants to the County that it is a non-profit corporation organized under the laws of the State of Georgia and is in good standing with the Secretary of State of Georgia.

10.

#### INSURANCE TO BE OBTAINED BY DEPARTMENTS

Each Department agrees to maintain liability coverage in an amount not less than \$1,000,000.00 for the protection of both each Department and the County from any and all claims of whatsoever kind or nature for the damage to property or for personal injury, including death, that may arise from the services performed under this Contract by each Department or its employees or members or any other person directly or indirectly engaged or employed by each Fire Department, and such coverage shall include contractually assumed liability coverage, but not workers' compensation insurance as described above. No such coverage shall be cancelable by the provider without 30 days' notice to County. Each Department shall ensure that the County is provided with current certificates in the usual form evidencing the required coverage, and shall within 15 days of the expiration or termination of any coverage during the term of this Agreement provide the county with a new certificate in the usual form evidencing the required coverage.

11.

#### STANDARDS AND TRAINING

(a) Fire Departments: Each fire department and each member of each fire department shall at all times during the period of this Contract comply with all requirements of the Georgia Firefighter Standards and Training Act, O.C.G.A. Section 25-4-1, et. seq., and all regulations and rules promulgated by the Georgia Firefighter Standards and Training Council (the "Council") thereunder. Each department hereby warrants that it currently possesses a certificate of compliance from the Council. Should at any time the Council find any department in noncompliance, the affected department shall immediately notify the County of such finding. The affected department shall,

consistent with the regulations and rules promulgated by the Georgia Firefighter Standards and Training Council, either bring itself into compliance or appeal the finding within ninety (90) days of the date of such finding. Failure of the affected department either to so bring itself into compliance or successfully sustain an appeal shall constitute a breach of this Contract.

(b) Madison County Rescue, Inc. (“Rescue”): Madison County Rescue, Inc., shall at all times during the period of this Contract comply with all requirements of the Georgia Emergency Management Agency for rescue organizations, and each member shall at all times during the period of this Contract maintain current certification as a “Rescue Specialist” pursuant to those requirements. Should Rescue at any time be in noncompliance, Rescue shall immediately notify the County of same and shall, consistent with the regulations and rules promulgated by the Georgia Emergency Management Agency, bring itself into compliance. Failure of Rescue to so bring itself into compliance shall constitute a breach of this Contract.

12.

#### BREACH

In the event of breach of this Contract by the County as to any one or more Department which breach is not cured by the County within 120 days of receipt of written notice of such breach by the County from each of such Departments, such one or more Departments may terminate this Contract as to it or them, with the remainder of the Contract as to the County and the remaining Departments continuing in effect. In the event of breach of this Contract by any one or more of the Departments, which breach is not cured by any one or more of such Departments within 120 days of receipt of written notice of such breach by one or more of such Departments from the County, the County may terminate this Contract as to the one or more Departments who have not cured said breach. For a

breach occurring after County has made the payment(s) called for by paragraph 3 hereof, funds paid to the breaching Department(s) shall be refunded to the County on a daily pro-rated basis.

13.

#### NO AUTHORITY TO BIND COUNTY

None of the Departments has the authority to enter into contracts or agreements on behalf of the County. This Contract does not create a partnership, joint venture or employment arrangement between the County and any of the Departments.

14.

#### COMPLIANCE WITH LAWS

Each Department certifies to the County that it has complied with, and will during the term of this Contract comply with, all applicable federal, state and local laws and regulations regarding required permits and licenses that may be required to perform the Services under this Contract at the sole expense of each Department.

15.

#### ASSIGNABILITY

This Contract may not be assigned by any Department.

16.

#### MISCELLANEOUS PROVISIONS

The failure of any party to exercise any of its rights under this Contract or breach hereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach. Any notice given in connection with this Contract shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the County's address as stated above or, with

respect to each Department, at the Department's address as stated below. Any party may change its address stated in this Contract by giving notice of the change in accordance with this paragraph. No part of this Contract shall be interpreted against any party hereto because such party may have drafted or contributed to the drafting of such part, all parties hereto having had an opportunity to contribute to this Contract. Any dispute under this Contract or related to this Contract shall be decided in accordance with the laws of the State of Georgia. This is the entire agreement of the parties with respect to the subject matter hereof and cannot be modified or changed orally and supersedes all prior agreements between the County on one hand and any Department on the other hand with respect to the subject matter hereof. If any part of this Contract shall be held unenforceable by any court of competent jurisdiction, the remainder of this Contract shall nevertheless remain in full force and effect. This Contract may be supplemented, amended or revised only in writing by a signed agreement of all parties.

IN WITNESS WHEREOF, the parties hereto have set their hands, affixed their seals and delivered these presents as of the day and year first above written.

<p>MADISON COUNTY BOARD OF COMMISSIONERS</p> <p>By: <u><i>Anthony Doye</i></u> Anthony Doye, Chairman</p> <p>Attest: <u><i>Linda Cox</i></u> Linda Cox, County Clerk</p> <p>(County Seal Affixed)</p>	<p>CARLTON VOLUNTEER FIRE DEPARTMENT, INC.</p> <p>By: <u><i>Jerry Kidd</i></u> President</p> <p>(Corporate Seal Affixed)</p> <p>Address: <u>21 SOUTH SEVENTH ST</u> <u>CARLTON GA 30627</u></p>

<p>COLBERT VOLUNTEER FIRE DEPARTMENT, INC.</p> <p>By: <u>Mitchell Jordan</u> President</p> <p>(Corporate Seal Affixed)</p> <p>Address: _____</p>	<p>COLLINS VOLUNTEER FIRE DEPARTMENT, INC.</p> <p>By: <u>Travis Parker</u> President</p> <p>(Corporate Seal Affixed)</p> <p>Address: <u>8631 Hwy 172, Corra, GA, 30629</u></p>
<p>COMER VOLUNTEER FIRE DEPARTMENT, INC.</p> <p>By: <u>John Ridge</u> President</p> <p>(Corporate Seal Affixed)</p> <p>Address: <u>169 Laurel Ave Comer</u></p>	<p>DANIELSVILLE COMMUNITY VOLUNTEER FIRE DEPARTMENT, INC.</p> <p>By: <u>John Ridge</u> President</p> <p>(Corporate Seal Affixed)</p> <p>Address: _____</p>
<p>HARRISON VOLUNTEER FIRE DEPARTMENT, INC.</p> <p>By: <u>A. Wayne Smith</u> President</p> <p>(Corporate Seal Affixed)</p> <p>Address: <u>3710 WILCAT BRIDGE Rd</u> <u>ROYSTON GA 30662</u></p>	<p>HULL COMMUNITY VOLUNTEER FIRE DEPARTMENT, INC.</p> <p>By: <u>Donny Evans</u> President <u>P.O. box 405</u> <u>Hull, GA 30646</u></p> <p>(Corporate Seal Affixed)</p> <p>Address: _____</p>

ILA VOLUNTEER FIRE DEPARTMENT,  
INC.

By: B. Keith Reed  
President

(Corporate Seal Affixed)

Address: PO Box 1000 ~~GA~~ GA 30646

NEESE/SANFORD VOLUNTEER FIRE  
DEPARTMENT, INC.

By: Tim Arthur  
President

(Corporate Seal Affixed)

Address: PO Box 65 Hull GA 30646

POCA VOLUNTEER FIRE DEPARTMENT,  
INC.

By: Harley Earlett  
President

(Corporate Seal Affixed)

Address: 760 Poca Rd Danielsville, GA 30633

SHILOH COMMUNITY VOLUNTEER  
FIRE DEPARTMENT, INC.

By: Jeffery C. Scott  
President

(Corporate Seal Affixed)

Address: P.O. Box 146 Danielsville GA 30633

MADISON COUNTY RESCUE, INC.

By: John T. ...  
President

(Corporate Seal Affixed)

Address: \_\_\_\_\_

MADISON COUNTY VOLUNTEER  
FIREFIGHTERS ASSOCIATION

By: John ...  
President

Address: \_\_\_\_\_



**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: **MADISON COUNTY**

Service: **Law Enforcement**

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

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Madison 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.): **Colbert, Comer, Danielsville, Hull, Madison County**
- e.)  Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

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

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

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

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



**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>
Madison County	General Funds
Danielsville	General Funds
Comer	General Funds

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

N/A

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>
N/A		

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?

Local Acts

7. Person completing form: **Todd Higdon, Chairman**  
 Phone number: **(706) 795-6300**      Date completed: 8/8/2022

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: MADISON COUNTY**

**Service: *Planning and Zoning***

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

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

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

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

**No**

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

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

**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>
Madison County	User fees
Carlton	General Funds
Colbert	General Funds
Comer	General Funds
Danielsville	General Funds
Hull	General Funds

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

No Change

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>
N/A		

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?

Local acts, rate or fee changes

7. Person completing form: **Todd Higdon, Chairman**  
 Phone number: **(706) 795-6300**      Date completed: 8/8/2022

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:

**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>
lla	General Funds

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

No Change

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>
N/A		

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?

Local acts, rate or fee charge

7. Person completing form: **Todd Higdon, Chairman**  
 Phone number: **706-795-6300**      Date completed: 8/8/2022

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: MADISON COUNTY

Service: *Public Sanitary Sewerage*

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.): **Comer, Danielsville, Madison County IDBA**

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 Comer	General Funds and User fees
City of Danielsville	General Funds and User fees
Madison County IDBA	General Funds and User fees

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

No Change

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>
Madison County & Danielsville Agreement	Madison County, City of Danielsville	7/1/2022-7/1/2032
Madison County, BOE, IDBA, Comer Agreements	Madison County, BOC, BOE, IDBA, Comer	7/1/2022-7/1/2032

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?

Rate and fee changes

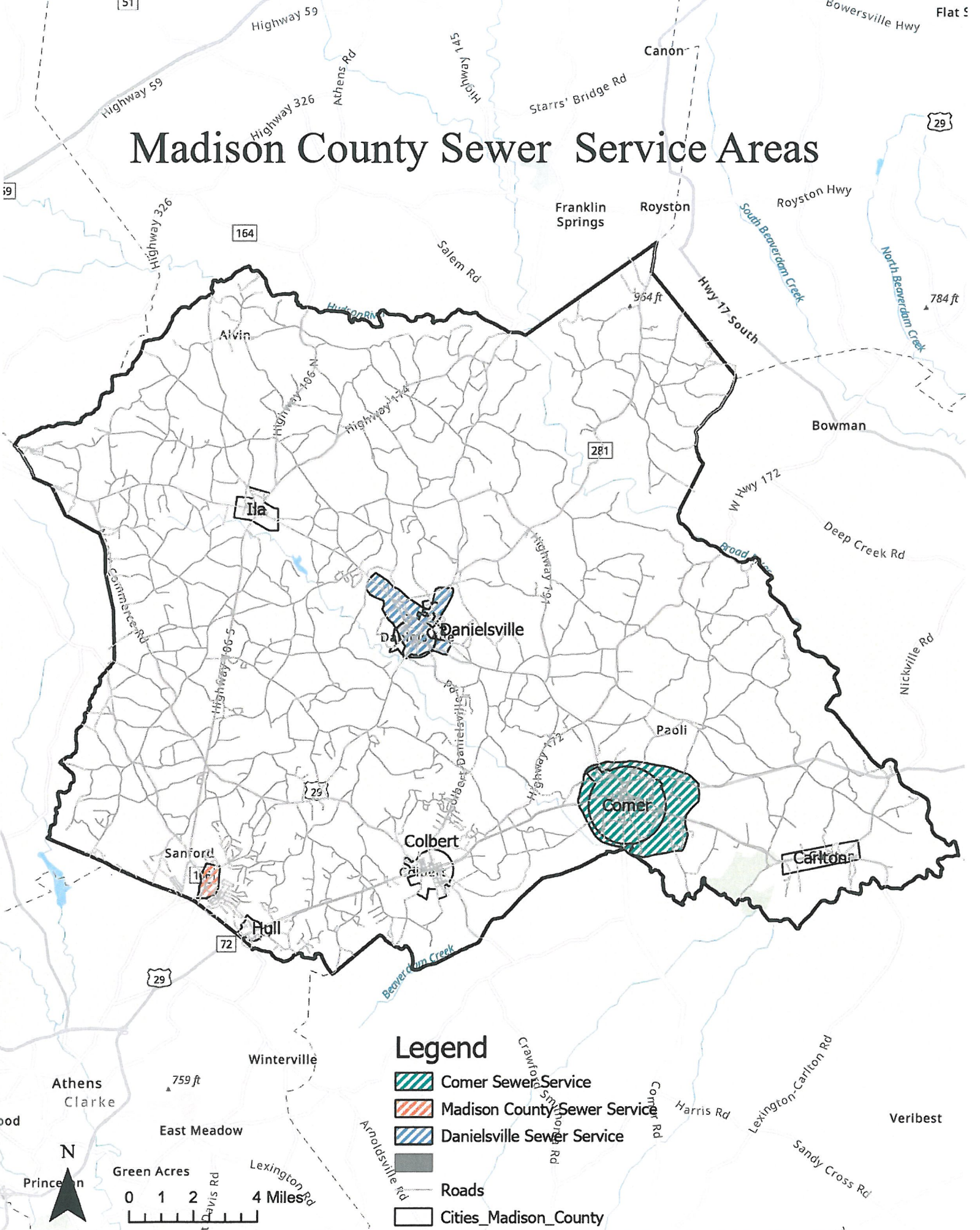
7. Person completing form: **Todd Higdon, Chairman**

Phone number: **(706) 795-6300**      Date completed: 8/8/2022

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:

# Madison County Sewer Service Areas



INTERGOVERNMENTAL SEWAGE SERVICE AGREEMENT BETWEEN  
MADISON COUNTY AND THE CITY OF DANIELSVILLE

This Intergovernmental Sewage Service Agreement ("Agreement"), is made and entered into as of the 1<sup>st</sup> day of June, 2002, by and between Madison County through its Board of Commissioners (hereinafter "Madison County"), and the City of Danielsville through its City Council (hereinafter the "City").

WITNESSETH:

WHEREAS, Madison County is in the process of constructing a new Jail Complex on Highway 98, near Danielsville, Georgia, (the "Complex") for the purposes of housing the jail and sheriff's offices, and for such other purposes as Madison County may now or in the future deem in the public interest; and

WHEREAS, it is desirable and/or necessary that the Complex be served by a public sanitary sewer system for its waste disposal needs; and

WHEREAS, the City operates a public sanitary sewer system whereby it provides such service to private and public customers; and

WHEREAS, Madison County has, at its expense, installed all necessary lines and other equipment for the Complex to be served by the City's public sewer system; and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Georgia Constitution of 1983 authorizes any county and any public corporation to contract with each other for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; and

WHEREAS, provision of sanitary sewer service by the City to Madison County would promote the public health, safety, and welfare;

NOW THEREFORE, for and in consideration of the premises and mutual covenants and agreements hereinafter set forth, and by and through the authority of the County and the City, it is hereby agreed by and between the parties hereto as follows:

1. The County and the City hereby agree that the City will provide sanitary sewer service to the Complex, similar to and on the same terms as that service it provides to other public and private customers. The County will own and maintain all lines, lift stations, manhole covers, and related equipment from the



Complex to the tie-in point with the City sewer system.

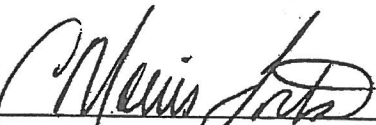
2. The County shall compensate the City for such service at the prevailing rates the City charges to other public and private sanitary sewer customers located outside the city limits of Danielsville, Georgia, or at such other rates as the County and City may separately agree from time to time; provided, however, that the charge for the services shall never be less than the actual cost to the City for providing the services.
3. The term of this Agreement shall begin and this Agreement shall constitute a binding obligation on the parties hereto from and after its execution by the last party to execute the same. The term of this Agreement shall be (50) years from the effective date hereof; subject, however, to the following:
  - A. The County may for any or no reason, upon no less than thirty (30) days notice to City, terminate this Agreement, with no further obligation on the part of either party.
  - B. In the event the City ceases to provide sanitary sewer service to any customers whatsoever, the City may terminate this Agreement upon no less than thirty (30) days notice to County; in such event, however, City shall make reasonable efforts to arrange for the continued provision of such service through other means, such efforts to be at least equal to such efforts made on behalf of City's other customers.
4. Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested.
5. If any part of this Agreement shall be held unenforceable the rest of this Agreement shall nevertheless remain in full force and effect.
6. This Agreement may be supplemented, amended or revised only in writing by agreement of the parties.

IN WITNESS WHEREOF, Madison County Board of Commissioners and the City of Danielsville, by their duly authorized officers, council or board members, have caused this Agreement to be executed and each party has caused its seal to be hereunto impressed and attested, and delivery hereof by the City to Madison County is hereby acknowledged, as of the day and year first above written.

Approved by the Madison County Board of Commissioners on the 10<sup>th</sup> day of June, 2002, and executed this the 11<sup>th</sup> day of June, 2002, in witness whereof the parties hereto have set their hands, affixed their seals, and delivered these presents.

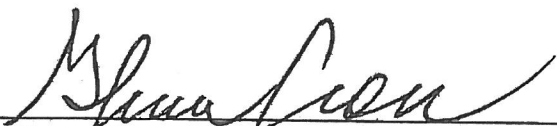
MADISON COUNTY BOARD OF COMMISSIONERS

  
\_\_\_\_\_  
Wesley J. Nash, Chairman

Attest:   
\_\_\_\_\_  
C Morris Fortson, Clerk

Approved by the Danielsville City Council on the 1<sup>st</sup> day of July, 2002, and executed this the 1<sup>st</sup> day of July, 2002, in witness whereof the parties hereto have set their hands, affixed their seals, and delivered these presents.

CITY COUNCIL OF DANIELSVILLE, GEORGIA

  
\_\_\_\_\_  
Glenn Cross, Mayor

Attest:   
\_\_\_\_\_  
Michelle Dills, 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: MADISON COUNTY

Service: *Public Water Supply*

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.): **Carlton, Colbert, Comer, Danielsville, Hull, Ila, Madison County IDA**

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>
Carlton	Enterprise Funds
Colbert	User Fees
Comer	General Funds and User Fees
Danielsville	General Funds and User Fees
Hull	Intergovernment Agreement
Ila	General Fund and User Fees

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

N/A

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>
Madison Co. IDBA & City of Commerce	Madison County IDA and Commerce	7/1/2022-7/1/2032
Madison County IDBA & City of Hull	Madison County IDA and City of Hull	3/1/2022-3/1/2032
Hull Water Provider Agrmnt.		
Madison County IDA and City of Royston	Madison County IDA, Royston	7/1/2022-7/1/2032

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?

Local Acts, Rate and fee changes

7. Person completing form: **Todd Higdon, Chairman**

Phone number: **(706) 795-6300**      Date completed: 8/8/2022

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:

**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>
Madison County IDBA	User fees

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

N/A

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>
Madison County and Franklin County	Madison County IDBA and Franklin County	7/1/2022-7/1/2032

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?

Local Acts, Rate and fee changes

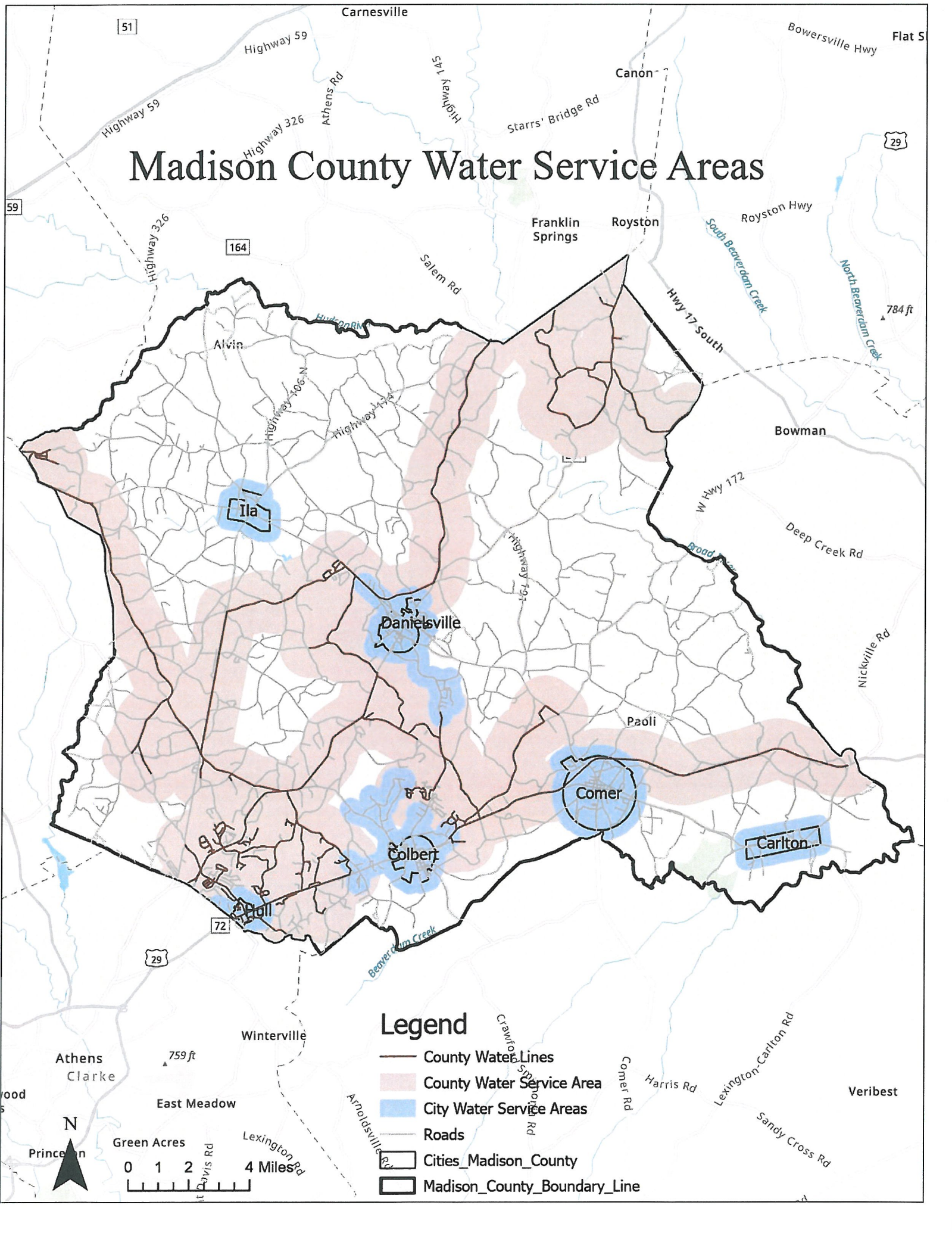
7. Person completing form: **Todd Higdon, Chairman**

Phone number: **(706) 795-6300**      Date completed: **8/8/2022**







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

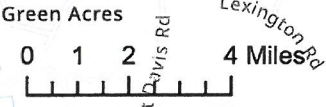
If not, provide designated contact person(s) and phone number(s) below:

# Madison County Water Service Areas



## Legend

-  County Water Lines
-  County Water Service Area
-  City Water Service Areas
-  Roads
-  Cities\_Madison\_County
-  Madison\_County\_Boundary\_Line



**AMENDMENT TO INTERGOVERNMENTAL WATER SUPPLY  
AND SEWAGE AGREEMENT BETWEEN THE MADISON COUNTY  
BOARD OF COMMISSIONERS AND MADISON COUNTY INDUSTRIAL  
DEVELOPMENT AND BUILDING AUTHORITY**

WHEREAS, an Intergovernmental Water Supply and Sewage Agreement (“Agreement”), was made and entered into as of the 14th day of May, 2001, by and between Madison County through its Board of Commissioners (hereinafter “Madison County”), and the Madison County Industrial Development and Building Authority (hereinafter the “Industrial Authority”), a public corporation created by the provisions of 1965 Ga. L. 718 et seq.; and

WHEREAS, item C of Article I of the Agreement contains certain provisions regarding Employees; and

WHEREAS, the parties now wish to amend said item C for the mutual benefit of both parties and to facilitate the provision of water and sewer services to the citizens of Madison County pursuant to the Agreement;

NOW, THEREFORE, the parties, in consideration of the mutual benefits flowing to each of them and to the citizens of Madison County, do hereby amend said item C by adding to its end the following:

“Notwithstanding the foregoing, however, the parties may by mutual agreement contract for one or more employees of Madison County to be provided to the Authority for its use and direction, in which case such employee(s) shall be Madison County employees and governed by all County policies and procedures, including but not limited to the Madison County Personnel Policy, as follows:”

1. “The Chairperson of the Madison County Industrial Development and Building Authority shall act as department head for any water or sewage system employees.”
2. “The Authority Chairperson, with advice of the Authority Board, shall recommend prospective employees to the County Board of Commissioners for a hiring decision.”
3. “All such employees shall be subject to and have all rights and privileges as set forth in the Madison County Board of Commissioners Personnel Policy originally adopted January 1, 2000 and as amended.”
4. “The County and the Authority shall enter a Services Agreement for hiring of County employees to work for the County water supply system and/or sewage system, which Services Agreement shall set forth details for the Authority to reimburse the County all costs of any such employees, including but not limited to, salary, benefits, retirement, health insurance, and any other benefits or expenses required under the County personnel policy.”

IN WITNESS WHEREOF, Madison County Board of Commissioners and the Madison County Industrial Development and Building Authority, by their duly authorized officers or board members, have caused this Agreement to be executed and each party has caused its seal to be hereunto impressed and attested, and delivery hereof by the Industrial Authority to Madison County is hereby acknowledged, this \_\_\_\_ day of \_\_\_\_\_, 2002.

MADISON COUNTY INDUSTRIAL DEVELOPMENT  
AND BUILDING AUTHORITY

BY: \_\_\_\_\_ (SEAL)  
CHAIRPERSON

CH/

ATTEST: \_\_\_\_\_ (SEAL)  
SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
GENERAL COUNSEL

MADISON COUNTY, GEORGIA

BY: \_\_\_\_\_ (SEAL)  
CHAIRPERSON

ATTEST: \_\_\_\_\_ (SEAL)  
CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
COUNTY ATTORNEY





**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: MADISON COUNTY

Service: Road / Bridge Maintenance

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

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

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.):

**Carlton, Comer, Colbert, Danielsville, Hull, Ila, Madison County**

e.)  Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

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

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

**No**

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

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

**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>
Carlton	General funds, LMIG and TSPLOST
Colbert	General Funds, LMIG and TSPLOST
Comer	General Funds, LMIG and TSPLOST
Danielsville	General Funds, LMIG and TSPLOST
Hull	General Funds, LMIG and TSPLOST
Ila	General Funds, LMIG and TSPLOST

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

N/A

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>
Madison County and City of	Madison County and City of Carlton, Comer, Colbert,	7/1/2022-7/1/2032
Carlton, Comer, Colbert,	Danielsville, Hull and Ila TSPLOST Agreement	
Danielsville, Hull and Ila		
TSPLOST Agreement		

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?

Local Acts

7. Person completing form: **Todd Higdon, Chairman**

Phone number: **(706) 795-6300**      Date completed: 8/8/2022

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:

## 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>
Madison County	General funds, LMIG and TSPLOST

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

N/A

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>
Madison County and City of, Carlton, Comer, Colbert	Madison County and City of Carlton, Comer, Colbert, Danielsville, Hull and Ila TSPLOST Agreement	7/1/2022-7/1/2032
Danielsville, Hull and Ila TSPLOST Agreement		

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?

Local Acts

7. Person completing form: **Todd Higdon, Chairman**  
 Phone number: **(706) 795-6300**      Date completed: **8/8/2022**

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:

TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES TAX  
INTERGOVERNMENTAL CONTRACT

This Intergovernmental Contract (this "Contract") is by and among Madison County, Georgia (the "County"), the City of Carlton ("Carlton"), the City of Colbert ("Colbert"), the City of Comer ("Comer"), the City of Danielsville ("Danielsville"), the City of Hull ("Hull") and the City of Ila ("Ila") (hereafter collectively referred to as, the "Cities").

PREAMBLE

Article 5A of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, as amended (the "Act"), provides for the creation of a special district in each county in the State of Georgia and authorizes the imposition of a one percent transportation sales and use tax (the "Transportation Sales and Use Tax") in such district, the proceeds of which shall be used only for transportation purposes.

The County and the Cities wish to impose a Transportation Sales and Use Tax, and are entering into this Contract for the purpose of, among other things, specifying the duration of the imposition of such Transportation Sales and Use Tax, the projects to be funded with such Transportation Sales and Use Tax, and providing for the distribution of the proceeds of the Transportation Sales and Use Tax between the Cities and the County.

In consideration of the mutual agreements of the County and the Cities in this Contract, and for other good and valuable consideration, the receipt and sufficiency of which the County and the Cities acknowledge, the County and the Cities agree as follows:

Section 1.     Representations of the Cities. Each of the Cities hereby represents as follows:

(a) It is a municipal corporation as defined by law and judicial interpretation and a "qualified municipality" as such term is defined in the Act and has been duly authorized to execute and deliver this Contract and to perform its obligations hereunder, and such authorization has not been revoked or rescinded.

(b) The execution and delivery of this Contract by the City, and the performance of its obligations hereunder, does not violate any provision of the Constitution or laws of the State of Georgia or any order, rule or regulation of any judicial or governmental agency binding on the City, or violate or constitute (with the passage of time or the provision of notice or both) a breach of or a default under any agreement, contract, instrument, ordinance or other resolution of the City or by which the City is bound.

(c) To the knowledge of the City, there is no litigation pending or threatened challenging the existence or powers of the City or the ability of the City to enter into this Contract, or seeking to restrain or enjoin the City from entering into this Contract or acquiring, constructing or installing any of the projects sought to be financed from the proceeds of the Transportation Sales and Use Tax.

Section 2. Representations of the County. The County hereby represents as follows:

(a) It is a political subdivision of the State of Georgia and has been duly authorized to execute and deliver this Contract and to perform its obligations hereunder, and such authorization has not been revoked or rescinded.

(b) The execution and delivery of this Contract by the County, and the performance of its obligations hereunder, does not violate any provision of the Constitution or laws of the State of Georgia or any order, rule or regulation of any judicial or governmental agency binding on the County, or violate or constitute (with the passage of time or the provision of notice or both) a breach of or a default under any agreement, contract, instrument, ordinance or other resolution of the County or by which the County is bound.

(c) To the knowledge of the County, there is no litigation pending or threatened challenging the existence or powers of the County or the ability of the County to enter into this Contract, or seeking to restrain or enjoin the County from entering into this Contract, imposing the Transportation Sales and Use Tax as provided herein or acquiring, constructing or installing any of the projects of the County sought to be financed from the proceeds of the Transportation Sales and Use Tax.

Section 3. Referendum for Imposition of Transportation Sales and Use Tax. The County agrees that it will take all actions necessary to call a referendum to be held in all the voting precincts in the County, on the 2<sup>nd</sup> day of November, 2021, or on such other date as the County and the Cities shall mutually agree, for the purpose of submitting to the qualified voters of the County for their approval, the question of whether or not a Transportation Sales and Use Tax of one percent shall be imposed on all sales and uses in the special district which consists of Madison County, as authorized by the Act, for a period of 20 calendar quarters (five years) commencing on April 1, 2022 and for the raising of not more than \$13,000,000.00, for the purpose of funding the projects listed on Exhibit A to this Contract (collectively, the "Projects" or, as to any City or the County, the "Projects" of such City or County). The Projects and the amount of Transportation Sales Tax and Use Tax attributable to each Project is shown on Exhibit A attached to this Contract. The parties acknowledge and agree that at least 30 percent of the estimated revenue from the Transportation Sales and Use Tax will be expended on projects consistent with the state wide strategic transportation plan as defined in paragraph (6) of subsection (a) of O.C.G.A. Section 32-2-22.

Section 4. Conditions Precedent. The obligations of all parties under this Contract are conditioned upon the following events:

(a) The adoption of a resolution by the Board of Commissioners of Madison County authorizing the imposition of the Transportation Sales and Use Tax and calling the referendum described above.

(b) The approval of the Transportation Sales and Use Tax by a majority of the voters in the County voting in the election for those purposes as required by the Act.

Section 5. County TSPLOST Fund; Separate Accounts; No Commingling.

A. A special fund or account shall be created by the County and designated as the 2021 Madison County Transportation Special Purpose Local Option Sales Tax Fund (“TSPLOST Fund”). The County shall select a bank that shall act as a depository and custodian of the SPLOST Fund upon such terms and conditions as may be acceptable to the County.

B. Each City shall create a special fund to be designated as the City of [with their respective city name inserted] Transportation Special Purpose Local Option Sales Tax Fund. Each City shall select a local bank which shall act as a depository and custodian of the Transportation Sales and Use Tax proceeds received by each City upon such terms and conditions as may be acceptable to each such City.

C. All Transportation Sales and Use Tax proceeds shall be maintained by the County and each City in a separate account or fund established pursuant to this Section. Transportation Sales and Use Tax proceeds shall not be commingled with other funds of the County or Cities and shall be used exclusively for the purposes detailed in this Agreement. No funds other than Transportation Sales and Use Tax proceeds shall be placed in such funds or accounts.

Section 6. Procedure for Disbursement of Transportation Sales and Use Tax Proceeds.

A. Upon receipt by the County of the Transportation Sales and Use Tax proceeds collected by the State Department of Revenue, the County shall immediately deposit said proceeds in the TSPLOST Fund. The monies in the TSPLOST Fund shall be allocated and distributed among the County and Cities according to the following percentages:

1) Madison County	87.89%
2) City of Carlton	1.02%
3) City of Colbert	2.33%
4) City of Comer	4.44%
5) City of Danielsville	2.21%
6) City of Hull	0.78%
7) City of Ila	1.33%

The County will be responsible for distributing such proceeds and will meet the requests of the Cities when it determines that proceeds of the Transportation Sales and Use Tax are available therefor.

B. The County shall remit and distribute the Transportation Sales and Use Tax proceeds on a monthly basis, within 21 days of receipt, assuming the County continues to receive such money on a monthly basis. The proceeds shall be deposited in the separate funds or accounts established by the County and each City in accordance with Section 5 of this Agreement.

C. Should any City cease to exist as a legal entity before all funds are distributed under this Agreement, that City's share of the funds subsequent to dissolution shall be paid to the County as part of the County's share unless an act of the Georgia General Assembly makes the defunct City part of another successor City. If such an act is passed, the defunct City's shall be paid to the successor City in addition to all other funds to which the successor City would otherwise be entitled.

Section 7. Projects. All capital outlay projects, to be funded in whole or in part from the proceeds of the Transportation Sales and Use Tax, are listed in Exhibit A, which is attached hereto and made part of this Agreement.

Section 8. Project Funding. Projects shall be fully or partially funded and constructed in accordance with the schedule found in Exhibit A of this Agreement. Except as provided in Paragraphs B and C of Section 9 of this Agreement, any change to the schedule must be agreed to in writing by all parties to this Agreement. It is understood and agreed that there is no priority to the Projects and each party hereto shall have discretion as to the order in which each of its Projects are undertaken.

Section 9. Completion of Projects.

A. The County and Cities acknowledge that the costs shown for each project described in Exhibit A are estimated amounts.

B. If a Project of the County has been satisfactorily completed at a cost less than the estimated cost listed for that project in Exhibit A, the County may apply the remaining unexpended funds to any other Project of the County in Exhibit A.

C. If a Project of a City has been satisfactorily completed at a cost less than the estimated cost listed for the project in Exhibit A, the City may apply the remaining unexpended funds to any other Project of the City included for such City in Exhibit A.

D. The County and Cities agree that each approved Project of the County and Project of the Cities associated with this Agreement shall be completed or substantially completed within five years of the termination of the Transportation Sales and Use Tax. Any Transportation Sales and Use Tax proceeds held by the County or City at the end of the five year period shall, for the purposes of this Agreement, be deemed excess funds and disposed of as provided under O.C.G.A. § 48-8-263.

Section 10. Certificate of Completion. Within thirty (30) days after the acquisition, construction or installation of a Project of the City listed in Exhibit A is completed, the City owning such project shall file with the County a certificate of completion signed by the Mayor or chief elected official of the respective City, setting forth the date on which the project was completed, and the final cost of the Project.

Section 11. Expenses. The County shall administer the TSPLOST Fund to effectuate the terms of this Agreement and shall be reimbursed for the actual costs of administration of the TSPLOST Fund. Furthermore, the County and Cities shall be jointly responsible on a per capita basis for the cost of holding the Transportation Sales and Use Tax election. The County shall be reimbursed for the costs of the election including the Cities' share of such costs out of Transportation Sales and Use Tax proceeds deposited in the TSPLOST Fund.

Section 12. Term of this Contract. The term of this Contract (assuming the conditions precedent in Section 4 have been satisfied) shall expire on July 1<sup>st</sup> of the year following completion of the last Project funded from the net proceeds of the Transportation Sales and Use Tax, but in no event shall this Contract run for more than 50 years from the date hereof.

Section 13. Litigation. The parties hereto agree to submit any controversy arising under this Contract to litigation in the Superior Court of Madison County.

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

Section 15. Governing Law. This Contract and all transactions contemplated hereby shall be governed by, construed and enforced in accordance with the laws of the State of Georgia.

Section 16. Severability. Should any provision of this Contract or application thereof to any person, entity or circumstance be held invalid or unenforceable, the remainder of this Contract or the application of such provision to any person, entity or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Contract 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 Contract shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited or placed in the United States mail, postage prepaid and registered or certified with return receipt requested to the addresses appearing below, or when delivered by hand to the addresses indicated below:

MADISON COUNTY: Madison County Board of Commissioners  
Attention: Chairman  
91 Albany Avenue  
P.O. Box 147  
Danielsville, Georgia 30633

CITY OF CARLTON: City of Carlton  
Attention: Mayor  
P.O. Box 9  
Carlton, Georgia 30627



CITY OF COLBERT:	City of Colbert Attention: Mayor P.O. Box 215 Colbert, Georgia 30628
CITY OF COMER:	City of Comer Attention: Mayor P.O. Box 65 Comer, Georgia 30629
CITY OF DANIELSVILLE:	City of Danielsville Attention: Mayor P.O. Box 339 Danielsville, Georgia 30633
CITY OF HULL:	City of Hull Attention: Mayor P.O. Box 550 Hull, Georgia 30646
CITY OF ILA:	City of Ila Attention: Mayor P.O. Box 46 Ila, Georgia 30647

Any party to this Contract, may, in the manner provided herein for the giving of notices, specify another or different address to which notices under this Contract must be sent by giving notice thereof to each other party to this Contract.

IN WITNESS WHEREOF, all parties hereto have agreed as of this \_\_\_ day of \_\_\_\_\_, 2021.

MADISON COUNTY, GEORGIA

By:   
Chairman Board of Commissioners

(SEAL)

Attest:

  
Clerk

CITY OF CARLTON

By: Cynthia A. Hobbs  
Mayor

(SEAL)

Attest:

Shirley McIntyre  
City Manager



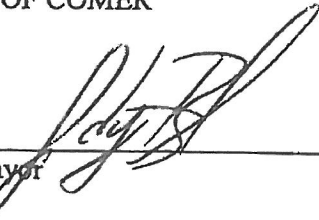
CITY OF COLBERT

By: Gene C. Peck  
Mayor

Attest:

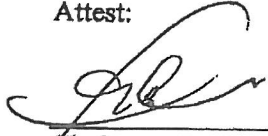
Vicky Smith  
Clerk

CITY OF COMER

By:   
Mayor

(SEAL)

Attest:

  
Clerk



CITY OF DANIELSVILLE

By: *[Signature]*  
Mayor

Attest:

*[Signature]*  
Clerk

CITY OF HULL

By: *Paul W. [Signature]*  
Mayor

(SEAL)

Attest:

*[Signature]*  
Clerk

The seal is circular with a double-line border. The outer ring contains the text "STATE OF GEORGIA" at the top and "CITY OF HULL" at the bottom. The inner circle contains the text "CITY COUNCIL" at the top, "OFFICIAL SEAL" in the center, and "MAYOR" at the bottom.

CITY OF ILA

By: Michael D Coil  
Mayor

(SEAL)

Attest:

Susan Steed  
Clerk



Exhibit A

[Project Lists Attached.]

MADISON COUNTY

TRANSPORTATION PURPOSES AND ESTIMATED COSTS

Transportation Projects and Purposes	Estimated Costs
<p>Projects meeting the definition of “transportation purposes” as defined in O.C.G.A. § 48-8-260, et. seq.</p> <p>At least 30 percent of the amount spent for road, street, and bridge purposes shall be consistent with the state-wide strategic transportation plan as defined in O.C.G.A. § 32-2-22(a)(6)</p>	<p>\$11,425,700.00</p>

CITY OF CARLTON

TRANSPORTATION PURPOSES AND ESTIMATED COSTS

Transportation Projects and Purposes	Estimated Costs
<p>Projects meeting the definition of “transportation purposes” as defined in O.C.G.A. § 48-8-260, et. seq.</p> <p>At least 30 percent of the amount spent for road, street, and bridge purposes shall be consistent with the state-wide strategic transportation plan as defined in O.C.G.A. § 32-2-22(a)(6)</p>	<p>\$132,600.00</p>

CITY OF COLBERT

TRANSPORTATION PURPOSES AND ESTIMATED COSTS

Transportation Projects and Purposes	Estimated Costs
<p>Projects meeting the definition of “transportation purposes” as defined in O.C.G.A. § 48-8-260, et. seq.</p> <p>At least 30 percent of the amount spent for road, street, and bridge purposes shall be consistent with the state-wide strategic transportation plan as defined in O.C.G.A. § 32-2-22(a)(6)</p>	<p>\$302,900.00</p>

CITY OF COMER

TRANSPORTATION PURPOSES AND ESTIMATED COSTS

Transportation Projects and Purposes	Estimated Costs
Projects meeting the definition of "transportation purposes" as defined in O.C.G.A. § 48-8-260, et. seq.  At least 30 percent of the amount spent for road, street, and bridge purposes shall be consistent with the state-wide strategic transportation plan as defined in O.C.G.A. § 32-2-22(a)(6)	\$577,200.00

CITY OF DANIELSVILLE

TRANSPORTATION PURPOSES AND ESTIMATED COSTS

Transportation Projects and Purposes	Estimated Costs
Projects meeting the definition of "transportation purposes" as defined in O.C.G.A. § 48-8-260, et. seq.  At least 30 percent of the amount spent for road, street, and bridge purposes shall be consistent with the state-wide strategic transportation plan as defined in O.C.G.A. § 32-2-22(a)(6)	\$287,300.00

CITY OF HULL

TRANSPORTATION PURPOSES AND ESTIMATED COSTS

Transportation Projects and Purposes	Estimated Costs
Projects meeting the definition of "transportation purposes" as defined in O.C.G.A. § 48-8-260, et. seq.  At least 30 percent of the amount spent for road, street, and bridge purposes shall be consistent with the state-wide strategic transportation plan as defined in O.C.G.A. § 32-2-22(a)(6)	\$101,400.00

CITY OF ILA

TRANSPORTATION PURPOSES AND ESTIMATED COSTS

Transportation Projects and Purposes	Estimated Costs
<p>Projects meeting the definition of “transportation purposes” as defined in O.C.G.A. § 48-8-260, et. seq.</p> <p>At least 30 percent of the amount spent for road, street, and bridge purposes shall be consistent with the state-wide strategic transportation plan as defined in O.C.G.A. § 32-2-22(a)(6)</p>	<p>\$172,900.00</p>



EXHIBIT B

NOTICE OF ELECTION

TO THE QUALIFIED VOTERS OF MADISON COUNTY, GEORGIA:

NOTICE IS HEREBY GIVEN that on the 2<sup>nd</sup> day of November, 2021, an election will be held at the regular polling places in all the election districts of Madison County, Georgia, at which time there will be submitted to the qualified voters of Madison County for their determination the question of whether a transportation special sales and use tax of one percent shall be imposed on all sales and uses in the special district consisting of Madison County for a period of twenty (20) consecutive calendar quarters, commencing on April 1, 2022, to raise not more than \$13,000,000.00 to be used for transportation purposes.

The ballots to be used at such election shall have written or printed thereon substantially the following:

- YES    Shall a special one percent sales and use tax be imposed in the special district consisting of Madison County for a period of time not to exceed 20 calendar quarters and for the raising not more than \$13,000,000.00 for transportation purposes?
- NO

The several places for holding said election shall be at the regular and established voting precincts of the election districts of Madison County, Georgia, and the polls will be open from 7:00 a.m. to 7:00 p.m. on the date fixed for the election.

Those residents of Madison County qualified to vote at such election shall be determined in all respects in accordance with the election laws of the State of Georgia.

This notice is given pursuant to a resolution of the Board of Commissioners of Madison County and an order of the Election Superintendent of Madison County.

  
\_\_\_\_\_  
Chairman, Board of Commissioners  
of Madison County

\_\_\_\_\_  
Election Superintendent  
of Madison County

CLERK'S CERTIFICATE

I, the undersigned County Clerk of Madison 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 Commissioners of Madison County, Georgia on June 28, 2021, 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 23<sup>rd</sup> day of July, 2021



\_\_\_\_\_  
County Clerk

(SEAL)



**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: MADISON**

1. What incompatibilities or conflicts between the land use plans of local governments were identified in the process of developing the service delivery strategy?

N/A

2. Check the boxes indicating how these incompatibilities or conflicts were addressed:

- Amendments to existing comprehensive plans
- Adoption of a joint comprehensive plan
- Other measures (amend zoning ordinances, add environmental regulations, etc.)

If "other measures" was checked, describe these measures:  
 Describe "Other" Measures Here

**NOTE:**

If the necessary plan amendments, regulations, ordinances, etc. have not yet been formally adopted, indicate when each of the affected local governments will adopt them.

3. What policies, procedures and/or processes have been established by local governments (and water and sewer authorities) to ensure that new extraterritorial water and sewer service will be consistent with all applicable land use plans and ordinances?

Consideration of the Comprehensive Land Use Plan and informal process of Communication between County, Cities, IDA, Officials and County Staff through the Planning and Zoning Department. Each entity confirms that expansions are consistent with the Joint Comprehensive Plans unless expansions are needed for other public health reasons.

4. Person completing form: **Todd Higdon, Chairman**

Phone number: **706-795-6300**      Date completed: 8/8/222

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

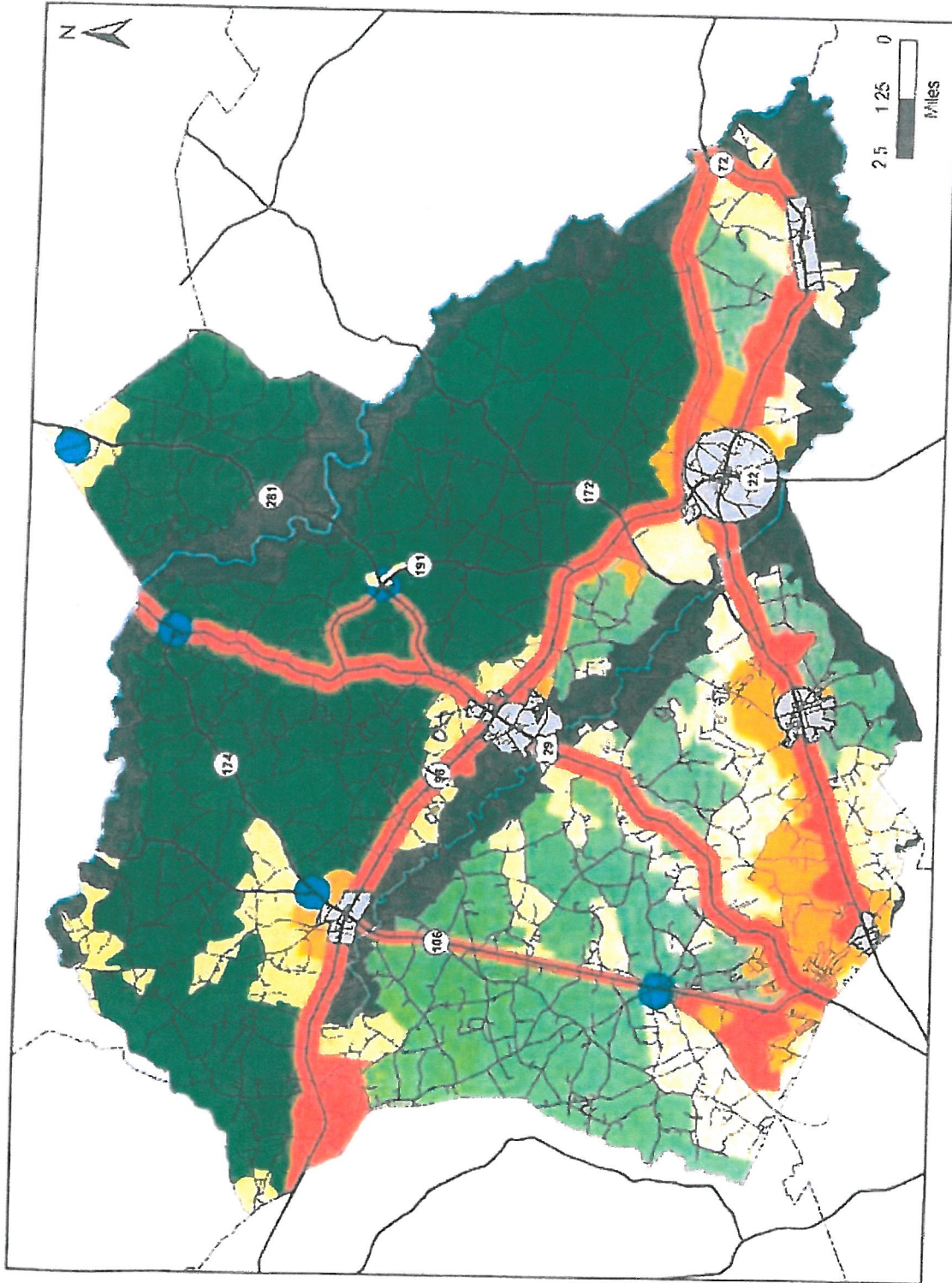
If not, provide designated contact person(s) and phone number(s) below:

**TYPE CONTACT NAME, TITLE & PHONE HERE**

# Madison County Future Land Use

## Character Areas

- Conservation
- Agricultural Preservation
- Rural Residential
- Suburban
- Neighborhood Residential
- Village Crossroads
- Highway Corridor





**SERVICE DELIVERY STRATEGY**  
**FORM 4: Certifications**

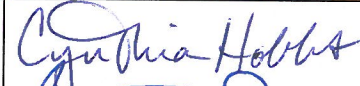


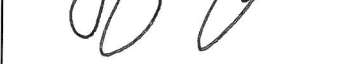

**Instructions:**

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: MADISON**

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>CITY OF CARLTON</u>	Mayor	Cynitha Hobbs		9/22/2022
<u>CITY OF COLBERT</u>	Mayor	Jonathan Pou		10/5/2022
<u>CITY OF COMER</u>	Mayor	Jimmy Yarbrough		9/12/22
<u>CITY OF DANIELSVILLE</u>	Mayor	Michael Wideman		
<u>CITY OF HULL</u>	Mayor	Paul Walton		
<u>CITY OF ILA</u>	Mayor	Mike Coile		
<u>MADISON COUNTY</u>	Chairman	Todd Higdon		9-20-2022



**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: MADISON**

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>CITY OF CARLTON</u>	Mayor	Cynitha Hobbs		9-27-22
<u>CITY OF COLBERT</u>	Mayor	Jonathan Pou		
<u>CITY OF COMER</u>	Mayor	Jimmy Yarbrough		
<u>CITY OF DANIELSVILLE</u>	Mayor	Michael Wideman		
<u>CITY OF HULL</u>	Mayor	Paul Walton		
<u>CITY OF ILA</u>	Mayor	Mike Coile		
<u>MADISON COUNTY</u>	Mayor	Todd Higdon		



Georgia<sup>2</sup> Department of  
**Community Affairs**



SERVICE DELIVERY STRATEGY

**FORM 4: Certifications**

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JURISDICTION	TITLE	NAME	SIGNATURE	DATE
<u>CITY OF CARLTON</u>	Mayor	Cynitha Hobbs	<i>Paul Walton</i>	9/29/22
<u>CITY OF COLBERT</u>	Mayor	Jonathan Pou		
<u>CITY OF COMER</u>	Mayor	Jimmy Yarbrough		
<u>CITY OF DANIELSVILLE</u>	Mayor	Michael Wideman		
<u>CITY OF HULL</u>	Mayor	Paul Walton		
<u>CITY OF ILA</u>	Mayor	Mike Coile		
<u>MADISON COUNTY</u>	Mayor	Todd Higdon		



Georgia Department of  
**Community Affairs**



**SERVICE DELIVERY STRATEGY**

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<u>CITY OF CARLTON</u>	Mayor	Cynitha Hobbs		
<u>CITY OF COLBERT</u>	Mayor	Jonathan Pou		
<u>CITY OF COMER</u>	Mayor	Jimmy Yarbrough		
<u>CITY OF DANIELSVILLE</u>	Mayor	Michael Wideman		
<u>CITY OF HULL</u>	Mayor	Paul Walton		
<u>CITY OF ILA</u>	Mayor	Mike Coile	<i>Michael Coile</i>	9-27-22
<u>MADISON COUNTY</u>	Mayor	Todd Higdon		



**Resolution**  
**Adopting Madison County Service Delivery Strategy**

WHEREAS; O.C.G.A. 36-70-20, as amended, requires each county of the State of Georgia and certain municipalities therein to: (1) develop a Service Delivery Strategy to identify overlap(s) and/or gap(s) in delivery of local public service(s), and (2) develop a rational approach to allocating delivery and funding of local public services, and

WHEREAS; pursuant to provisions of said law the Madison County Board of Commissioners and the Carlton City Council, Colbert City Council, Comer City Council, Danielsville City Council, Hull City Council and Ila City Council prepared the Madison County Service Delivery Strategy in 2012, and in written correspondence dated December 21, 2012, the Georgia Department of Community Affairs, designated a state authority, notified all jurisdictions the Strategy had been verified as meeting requirements of said law, and

WHEREAS; again in compliance with said law the Madison County Board of Commissioners and Carlton City Council, Colbert City Council, Comer City Council, Danielsville City Council, Hull City Council and Ila City Council notified the Department of Community Affairs, in October, 2012 of revisions to the Service Delivery Strategy as originally prepared and adopted in 1999, the Georgia Department of Community Affairs subsequently notifying all local jurisdictions, in written correspondence dated December 21, 2012 that said revisions to the Strategy had been verified as meeting requirements of said law, and

WHEREAS; now, having performed independent reviews of the Service Delivery Strategy as originally adopted in 1999 and revised in 2012, both Madison County and the Cities of Carlton, Colbert, Comer, Danielsville, Hull and Ila have determined the Strategy continues to accurately reflect preferred local service delivery arrangements throughout the community for the foreseeable future, and no revisions in the Strategy are required at the time.


NOW, BE IT THEREFORE RESOLVED, and it is hereby resolved by Madison County and the Cities of Carlton, Colbert, Comer, Danielsville, Hull and Ila, respectively, as follows:

1. The Madison County Service Delivery Strategy, originally adopted in 1999, revised in 2012, is hereby extended and hereby re-adopted in total, and
2. The Service Delivery Strategy and related Land Use Dispute Resolution agreement are considered full force and effect and shall remain so through October 31, 2032, unless and until duly amended ore revised by all jurisdictions prior to said date, and
3. The chief elected official of each jurisdictions authorized to execute the accompanying FORM 5 Certifications for Extension of Existing SDS, and
4. The designated clerk of each jurisdiction is authorized to attest the signature of the respective chief elected official on said FORM 5 Certifications for Extension of Existing SDS, and

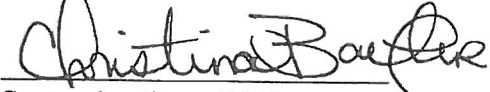
5. FORM 5 Certifications for Extension of Existing SDS and all related documents to extension of the Madison County Service Delivery Strategy by submitted promptly to the Georgia Department of Community Affairs for verification.

Approved and executed in respective sessions by:

MADISON COUNTY  
BOARD OF COMMISSIONERS

  
Todd Higdon, Chairman

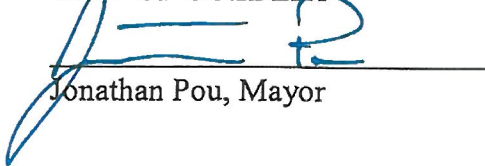
WITNESS

  
September 20, 2022

CITY OF CARLTON

\_\_\_\_\_  
Cynthia Hobbs, Mayor

CITY OF COLBERT

  
Jonathan Pou, Mayor

CITY OF COMER

\_\_\_\_\_  
Jimmy Yarbrough, Mayor

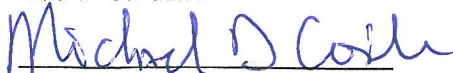
CITY OF DANIELESVILLE

\_\_\_\_\_  
Michael Wideman, Mayor

CITY OF HULL

\_\_\_\_\_  
Paul Walton, Mayor

CITY OF ILA

  
Mike, Coile, Mayor

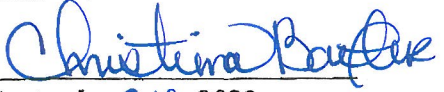
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Approved and executed in respective sessions by:

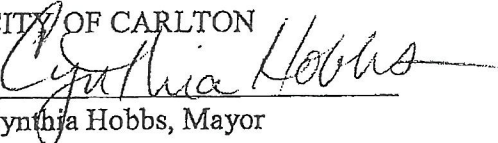
MADISON COUNTY  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
Todd Higdon, Chairman

WITNESS

  
\_\_\_\_\_  
September 20, 2022

CITY OF CARLTON

  
\_\_\_\_\_  
Cynthia Hobbs, Mayor

CITY OF COLBERT

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Jonathan Pou, Mayor

CITY OF COMER

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Jimmy Yarbrough, Mayor

CITY OF DANIELESVILLE

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Michael Wideman, Mayor

CITY OF HULL

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Paul Walton, Mayor

CITY OF ILA

\_\_\_\_\_  
Mike, Coile, Mayor


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Approved and executed in respective sessions by:

MADISON COUNTY  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
Todd Higdon, Chairman

WITNESS

  
\_\_\_\_\_  
September 21<sup>st</sup>, 2022

CITY OF CARLTON

\_\_\_\_\_  
Cynthia Hobbs, Mayor

CITY OF COLBERT

\_\_\_\_\_  
Jonathan Pou, Mayor

CITY OF COMER

  
\_\_\_\_\_  
Jimmy Yarbrough, Mayor

CITY OF DANIELESVILLE

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Michael Wideman, Mayor

CITY OF HULL

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Paul Walton, Mayor

CITY OF ILA

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Mike, Coile, Mayor


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Approved and executed in respective sessions by:

MADISON COUNTY  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
Todd Higdon, Chairman

WITNESS

  
September 21, 2022

CITY OF CARLTON

\_\_\_\_\_  
Cynthia Hobbs, Mayor

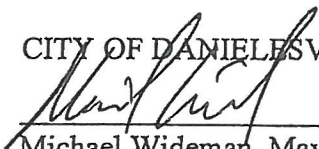
CITY OF COLBERT

\_\_\_\_\_  
Jonathan Pou, Mayor

CITY OF COMER

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Jimmy Yarbrough, Mayor

CITY OF DANIELESVILLE

  
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Michael Wideman, Mayor

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Mike, Coile, Mayor

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Approved and executed in respective sessions by:

MADISON COUNTY  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
Todd Higdon, Chairman

WITNESS

Christina Baer  
September 20, 2022

CITY OF CARLTON

\_\_\_\_\_  
Cynthia Hobbs, Mayor

CITY OF COLBERT

\_\_\_\_\_  
Jonathan Pou, Mayor

CITY OF COMER

\_\_\_\_\_  
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CITY OF DANIELESVILLE

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CITY OF HULL

Paul Walton  
Paul Walton, Mayor

CITY OF ILA

\_\_\_\_\_  
Mike, Coile, Mayor