



2022 Service Delivery Strategy

Includes Spalding County, the Cities of Griffin, Orchard Hill, and Sunny Side

A JOINT RESOLUTION

A JOINT RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN, GEORGIA, AND THE BOARD OF COMMISSIONERS OF SPALDING COUNTY, GEORGIA AGREEING TO THE SERVICE DELIVERY STRATEGY ARRANGEMENTS IDENTIFIED IN THE 2022 SPALDING COUNTY SERVICE DELIVERY STRATEGY TO EXTEND THE EXISTING STRATEGY THROUGH AND TO INCLUDE OCTOBER 31, 2032; REAFFIRMING THOSE INTERGOVERNMENTAL AGREEMENTS WITH SPALDING COUNTY AND THE OTHER MUNICIPALITIES WHO ARE PARTIES TO THE SERVICE DELIVERY STRATEGY; AUTHORIZING THE MAYOR AND CHAIRPERSON TO SIGN "FORM 5: CERTIFICATION FOR EXTENSION OF EXISTING SDS"; AUTHORIZING TRANSMITTAL TO THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS; AND FOR OTHER PURPOSES.

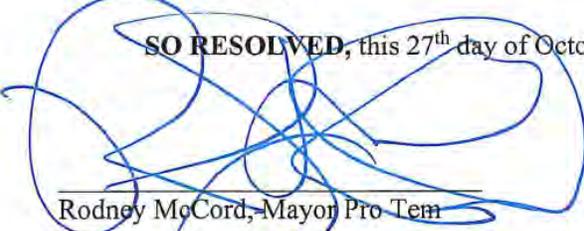
WHEREAS, the City of Griffin and Spalding County are parties to the existing Service Delivery Strategy ("SDS"), which will expire on October 31, 2022, unless a new SDS is entered by the parties on or before that date or the existing SDS is extended to a date certain; and

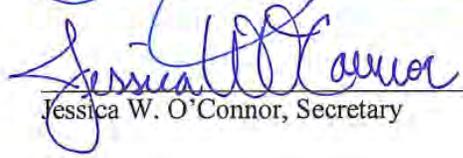
WHEREAS, the parties have reviewed the existing SDS and agreed that, with the changes made and the intergovernmental agreements approved by the Boards of Commission of the City of Griffin and Spalding County, the Service Delivery Strategy should be adopted and enforced through and to include October 31, 2032;

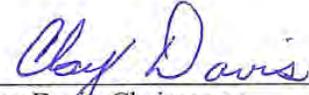
NOW THEREFORE BE IT RESOLVED that the City of Griffin and Spalding County agree with the Service Delivery arrangements set forth and described in the amended Spalding County Service Delivery Strategy and approves extending said revised SDS through and to include October 31, 2032, or until such time as the Spalding County SDS is hereinafter renegotiated, should such occur sooner.

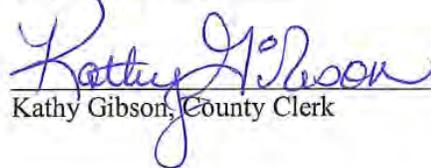
FURTHER RESOLVED, THAT THE Mayor of the City of Griffin Board of Commissioners and the Chairperson of the Spalding County Board of Commissioners are hereby authorized and directed to sign "Form 4: Certification for Amended and Revised SDS" and cause the same to be transmitted to the Georgia Department of Community Affairs, for and as the act of said City and County.

SO RESOLVED, this 27th day of October 2022.


Rodney McCord, Mayor Pro Tem


Jessica W. O'Connor, Secretary


Clay Davis, Chairperson


Kathy Gibson, County Clerk

Upon Ga_DCA's consideration and approval, insert Service Delivery Strategy Verification letter here.

COUNTY SERVICES

Mandated and Discretionary

Court Services

1. State Court**
 - a. Trial of civic claims** O.C.G.A. §15-7-4(a)(2)
 - b. Trial of criminal prosecutions** O.C.G.A. §15-7-4(a)(1), (b)
 - c. Solicitor-general** O.C.G.A. §15-18-60, §15-18-66
 - d. Issuance of warrants** O.C.G.A. §15-7-4(a)(3)
 - e. Indigent defense services** O.C.G.A. §17-12-1, §17-12-23, §17-12-24
2. Probate Court**
 - a. Probate wills O.C.G.A. §15-9-30(a)(1)
 - b. Perform marriages/issue licenses** O.C.G.A. §15-9-30(b)(7)
 - c. Commitment of guardianship** O.C.G.A. §15-9-30(a)(5)
 - d. Handle traffic violations O.C.G.A. §15-9-30(b)(8)
 - e. Commitment hearings** O.C.G.A. §15-9-30(b)(10)
 - f. Administer fish & game** O.C.G.A. §15-9-30(b)(2)
 - g. Supervise elections O.C.G.A. §15-9-30(b)(2)
 - h. Indigent defense services O.C.G.A. §17-12-1, §17-12-23, §17-12-24
3. Superior Court**
 - a. District attorney** O.C.G.A. §15-18-6
 - b. Bailiffs** O.C.G.A. §15-6-35
 - c. Trial of criminal prosecutions** O.C.G.A. §15-6-8(1)
 - d. Trial of civil claims** O.C.G.A. §15-6-8(1)
 - e. Indigent defense services O.C.G.A. §15-6-77(d)
4. Magistrate Court**
 - a. Trial of civil claims** O.C.G.A. §15-10-2(5)
 - b. Issuance of warrants** O.C.G.A. §15-10-2(1)
 - c. Trial of ordinance violations** O.C.G.A. §15-10-2(4)
 - d. Indigent defense services* O.C.G.A. §17-12-1, §17-12-23, §17-12-24
5. Juvenile Court**
 - a. Delinquency proceedings** O.C.G.A. § 15-11-2(12), (13)
§ 15-11-471(8), § 15-11-602(a),
§ 15-11-602(b), § 15-11-602 (e)(2),
§ 15-11-602(c)(d), § 15-11-602(h), 707.
 - b. Appointment of guardians** O.C.G.A. § 15-11-13, 15-11-240,
§ 15-11-242(a), § 15-11-244, § 15-11-243,
§ 15-11-241, § 15-11-242(b), § 15-11-15
 - c. Dependency** O.C.G.A. § 15-11-181(e), (g), (h),
§ 15-11-211, § 15-11-212 (c) (d),
§ 15-11-215, § 15-11-210, § 15-11-110
 - d. Medical care for juveniles in custody** O.C.G.A. § 15-11-30
 - e. Juvenile counseling** O.C.G.A. § 15-11-212(a)(4)
 - f. Indigent defense services** O.C.G.A. § 15-11-103, § 15-11-262(a)-(c),
§ 15-11-402, § 15-11-475
 - g. CHINS (Children in Need of Services)
(formerly unruly children)** O.C.G.A. § 15-11-2(11),
§ 15-11-10(1)(B)
6. Coroner or medical examiner** O.C.G.A. §45-16-1

7. Superior Court Clerk**	
a. Land Records**	O.C.G.A. §15-6-61(a)(4)(C)
b. Recording of maps and plats**	O.C.G.A. §15-6-61(a)(4)(C), §15-6-61(a)(13)
c. Jury pools**	O.C.G.A. §15-12-40, §15-12-43
d. Recording military service records**	O.C.G.A. §15-6-72
e. Collect fees and fine add-ons for the State of Georgia**	O.C.G.A. §15-6-60(2),(4), §15-6-61(a)(14)
f. Business records**	O.C.G.A. §15-6-61(a)(4)(C), §15-6-61(a)(13)
g. Vital records (birth/death records, etc.)**	O.C.G.A. §31-10-6, §31-10-9, §31-10-15
8. Jail**	O.C.G.A. §42-4-4 (All of Chapter 4)
9. Health Services**	All of Title 31, Chapter 3
a. Physical Health & Disease Control**	O.C.G.A. §31-3-4
b. Environmental Health/Septic tanks**	O.C.G.A. §31-3-4, 31-2-7
c. Mental Health/Substance Abuse**	O.C.G.A. §37-2-6, §37-3-2 (All of Title 37)
d. Developmentally Disabled**	O.C.G.A. §37-5-5, §37-5-6
10. Public Assistance and Family Services**	
a. DFACS**	O.C.G.A. §49-3-1, §49-3-5, §49-3-6
b. Indigent health care	O.C.G.A. §31-8-1, §31-8-4
11. Emergency management**	O.C.G.A. §38-3-27
12. Property tax appraiser**	O.C.G.A. §48-5-263, §48-5-264
13. Tax Commissioner**	
a. Prepare property tax digest**	O.C.G.A. §48-5-274
b. Collect taxes**	O.C.G.A. §48-5-127
c. Adjudicate tax liens/ Delinquent collection**	O.C.G.A. §48-5-146, §48-5-161
d. License tags**	O.C.G.A. §40-2-23
14. County law library	O.C.G.A. §36-15-4 (All of Chapter 15)
15. Elections and registration**	O.C.G.A. §21-2-40, §21-2-70, §21-2-215
16. Cooperative Extension Services	O.C.G.A. §2-6-5
17. Sheriff**	
a. Transportation of inmates**	O.C.G.A. §42-4-4(a)(3)
b. Pistol/concealed weapon permits**	O.C.G.A. §16-11-129
c. Transportation for mental illness	O.C.G.A. §37-3-101
d. Jail management**	O.C.G.A. §42-4-4
e. Court security and related duties**	O.C.G.A. §15-16-10(a)(10)
f. Serves papers**	O.C.G.A. §15-16-10(a)(1)
g. Collects delinquent taxes	O.C.G.A. §48-5-161(c)(2)
h. Law enforcement/patrol	O.C.G.A. §15-16-1, §15-16-10(a)(8), (c)
i. Law enforcement: county police	O.C.G.A. §36-8-1, §36-8-5
j. Law enforcement: dive team	
k. Law enforcement: investigations	O.C.G.A. §35-3-8.1
l. Law enforcement: drug task forces	
18. Fire Protection	O.C.G.A. §25-3-1 (All of Chapter 3)
19. Senior services	O.C.G.A. §49-6-2, 3; §49-6-62
20. Water supply	O.C.G.A. §12-5-472, §12-5-476
21. Water quality	O.C.G.A. §36-34-5
22. Sewage collection	O.C.G.A. §36-34-5
23. Sewage treatment	O.C.G.A. §36-34-5
24. Solid waste collection	O.C.G.A. §12-8-31.1
25. Solid waste disposal	O.C.G.A. §12-8-31.1

26. Erosion and sedimentation control	O.C.G.A. §12-7-4, §12-7-6
27. Stormwater management	O.C.G.A. §12-7-4, §12-7-6
28. Public hospitals / support for hospitals	O.C.G.A. §31-7-75
29. Libraries	O.C.G.A. §36-34-5.1
30. Cable TV / cable franchising	O.C.G.A. §36-18-2, §36-18-3
31. Animal control	
a. Dangerous dog control**	O.C.G.A. §4-8-22
32. Road and street lighting	O.C.G.A. §32-4-41
33. Airports	O.C.G.A. §6-3-20
34. 911 Services	O.C.G.A. §46-5-124, §46-5-133, §46-5-136
35. Public transportation	O.C.G.A. §32-9-11, §32-9-2(b)
36. Planning & zoning	O.C.G.A. §36-66-2
37. GIS	O.C.G.A. §36-21-13, §36-22-8(a)
38. Building inspections	O.C.G.A. §8-2-26
39. Economic developments	O.C.G.A. §50-7-8(8), (10)
40. Public housing	O.C.G.A. §8-3-30, §8-3-106
41. Ambulance/paramedic services	O.C.G.A. §31-11-1
42. Street & bridge maintenance and construction	O.C.G.A. §32-4-41, §36-14-1
43. Parks & Recreation	O.C.G.A. §12-3-1(a)(3), §12-3-3(b)(1), §12-3-33

Highlighted information indicates no direct authority given.



SERVICE DELIVERY STRATEGY

FORM 1

COUNTY: SPALDING COUNTY

I. GENERAL INSTRUCTIONS:

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

<p>OPTION A <i>Revising or Adding to the SDS</i></p>	<p>OPTION B <i>Extending the Existing SDS</i></p>
<ol style="list-style-type: none"> 4. List all services provided or primarily funded by each general purpose local government and authority within the county which are revised or added to the SDS in Section IV, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.) 5. For each service or service component listed in Section IV, complete a separate, updated <i>Summary of Service Delivery Arrangements</i> form (FORM 2). 6. Complete one copy of the <i>Certifications</i> form (FORM 4) and have it signed by the authorized representatives of participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 4).] 	<ol style="list-style-type: none"> 4. In Section IV type, "NONE." 5. Complete one copy of the <i>Certifications for Extension of Existing SDS</i> form (FORM 5) and have it signed by the authorized representatives of the participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 5).] 6. Proceed to step 7, below. <div data-bbox="841 1182 1542 1413" style="background-color: #000080; color: white; padding: 10px; text-align: center;"> <p>For answers to most frequently asked questions on Georgia's Service Delivery Act, links and helpful publications, visit DCA's website at http://www.dca.ga.gov/development/PlanningQualityGrowth/programs/servicedelivery.asp, or call the Office of Planning and Quality Growth at (404) 679-5279.</p> </div>

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

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

II. LOCAL GOVERNMENTS INCLUDED IN THE SERVICE DELIVERY STRATEGY:

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

Cities: Griffin, Orchard Hill, Sunny Side

Authorities: Griffin Downtown Development Authority, Griffin+Spalding County Development Authority, Butts-Spalding Joint Development Authority, Griffin+Spalding Airport Authority, Griffin+Spalding County Land Bank Authority, Griffin+Spalding Business & Tourism Association, Griffin+Spalding County Hospital Authority, WellStar Regional Hospital (Indigent Care), Community Services, LLC (Sewer), Henry County (Sewer), Spalding County Water & Sewerage Facilities Authority (SCWSFA)(Water)

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.

2. Archivist, 3. Transportation Planner, 5. Airport (New), 7. Animal Shelter, 8. Code Enforcement, 11. Coroner, 13. Public Defender, 14. Graphical Interface Services (GIS), 16. Emergency Communications - E-911, 17. 800MHz Radios, 18. Fiber Optic Line to 911, 19. Information Technology, 21. Fire Mutual Aid, 23. Cooperative Extension, 24. Health & Human Services, 25. Indigent Medical Care, 27. Griffin+Spalding County Land Bank Authority, 28. Griffin+Spalding Business & Tourism Association, 29. Griffin+Spalding County Development Authority, 30. Griffin Downtown Development Authority, 31. Griffin+Spalding County Hospital Authority, 33. Correctional Institute, 34. Griffin+Spalding County Law Enforcement Firing Range, 35. Detention Center/Jail Services, 36. Inmate Work Detail, 37. Spalding County Sheriff, 38. Library Services, 39. Parks & Recreation, 40. Collection Centers, 42. Public Works, 43. Road Maintenance Agreement, 44. Street Lighting, 45. Ad Valorem Tax Distribution of Revenue, 46. Tax Appraisal and Assessment, 47. Tax & Billing Collections, 51. Stormwater Collection

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.

1. Administration (Previously County Administration, City Administration), 4. Airport (6A2) (Previously Airport), 6. Animal Care & Control (Previously Animal Control), 9. Juvenile Probation (Split from Adult & Juvenile Probation), 10. Adult Probation (Split from Adult & Juvenile Probation), 12. Municipal Court (Previously Courts), 15. Planning, Zoning, and Building Inspection (Previously Separated as Planning, Zoning, Building Inspection, Combined in this update), 20. Emergency Management Agency/Homeland Security (Previously Emergency Management), 22. Fire Protection (Previously Fire), 26. Butts-Spalding County Joint Development Authority (Previously Butts, Henry, Lamar, & Spalding Joint Development Authority), 32. City of Griffin Police Department (Previously City Police), 41. Curbside Solid Waste Collection (Previously Solid Waste), 48. Voter Registration & Elections (Previously Board of Elections, Combined with Voter Registration); 49. Sewer (Previously Spalding County Water & Sewerage Facilities Authority, Wastewater), 50. Water (Previously Spalding County Water & Sewerage Facilities Authority, Water Distribution)

No Longer Included: City Garage (Services No Longer Provided), Butts, Henry, Lamar, & Spalding Joint Development Authority (Services No Longer Provided)

Griffin+Spalding County 2022 Service Delivery Strategy

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ADMINISTRATION



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: SPALDING COUNTY

Service: Administration

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.): **Spalding County; City of Griffin; City of Orchard Hill; City of Sunny Side**

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

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

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

- No**

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

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

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

Local Government or Authority	Funding Method
Spalding County	General Fund, Grants
City of Griffin	General Fund, Grants
City of Orchard Hill	General Fund
City of Sunny Side	General Fund

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

Previously Form titled County Administration and City Administration

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

Agreement Name	Contracting Parties	Effective and Ending Dates
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?

N/A

7. Person completing form: **Steve Ledbetter, PhD**
 Phone number: **770-467-4224** Date completed: October 27, 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: SPALDING COUNTY

Service: Archivist

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.): **Spalding County and City of Griffin**

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>
Spalding County	General Fund, Grants, Loans, User Fees, Donations
City of Griffin	General Fund, Grants, Loans, User Fees, Donations

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

Griffin+Spalding agree that the Archives brings together historic and cultural resources of great tangible and intangible value to the community, its citizens, and visitors interested in the history of this area of Georgia. Furthermore, Spalding County employs a Museum Curator at the Rosenwald Museum that provides archivist duties.

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>
Funding the Griffin+Spalding	City of Griffin, Spalding County	October 27, 2022 -
County Archives And Our		June 30, 2033
Legacy Museum		

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: **Steve Ledbetter, PhD**
 Phone number: **770-467-4224** Date completed: October 27, 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 SPALDING.**

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE
CITY OF GRIFFIN, GEORGIA
AND THE
COUNTY OF SPALDING, GEORGIA
FOR THE
FUNDING OF THE GRIFFIN+SPALDING COUNTY ARCHIVES
AND OUR LEGACY MUSEUM**

This Intergovernmental Agreement, made and entered this 27th day of October, 2022, by and between the CITY OF GRIFFIN, a Georgia municipal corporation, situated in Spalding County, Georgia (hereafter, “the City”), and the COUNTY OF SPALDING, a political subdivision of the State of Georgia (hereafter, “the County”; collectively, the City and County may be referred to as the “parties), provides as follows:

1.

This writing (hereafter referred to as “the Agreement” or “IGA”) shall constitute a binding, legal contract by and between the parties hereto, in accordance with the authority granted by Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia. The obligations to which the full faith and credit of each governmental entity is hereby pledged, including, if necessary, the levy of ad valorem taxes. Each of the parties herein covenants that it has the requisite legal authority to provide the service perform the functions, construct, and operate the facilities and equipment, and otherwise do all things necessary, convenient, and expedient to carry out the obligations and responsibilities herein set forth, either expressly or by reasonable implication. Said parties further covenant that all conditions or act required by law to authorize said agreement have been met or performed. This agreement shall constitute a valid, binding, and enforceable obligation of each party and all assertable immunities and defenses, if any, are hereby waived as to the opposing party. The parties covenant that they will uphold and defend the validity and enforceability of this agreement in any proceeding in which it may be challenged.

2.

The City owns and operates the Griffin Regional Welcome Center located at 143 West Broad Street Griffin, Georgia 30223 for the purpose of providing a suitable space to house a growing collection of historic artifacts, documents of historic importance, and other tangible materials relating to the heritage of the City of Griffin and Spalding County, Georgia, including educational history of the Griffin+Spalding County Schools. This facility has become known as the “Griffin+Spalding County Archives”. To date, the Archives has been staffed by volunteers, and a full-time Archivist who classify and organize the collection to provide a source of educational knowledge, research, and learning for the community of its heritage.

3.

The parties hereby mutually agree that the Archives brings together historic and cultural resources of great tangible and intangible value to the community, its citizens, and visitors interested in the history of this area of Georgia. Heretofore, operations have been funded by voluntary donations and volunteers donating their time, and the parties desire to continue the public investment to sustain this service/facility, including adequate funding of a qualified staff director, with related benefits of employment.

4.

It is the express purpose of this Agreement to provide for adequate and reasonable annual funding for the Archives' management and operation for FY22, commencing July 1, 2022, and for future fiscal years covered by this Agreement. The parties mutually agree for each to annually fund one-half (1/2) of the jointly-approved budget for operation and staffing of the Archives and to appropriate and pay over to the Archives, not less than quarterly, prorated amounts, of each party's annual budgeted obligation. The County agrees that the Archives shall operate as a department of the City, with any staff hired pursuant to this Agreement being a City employee, with all benefits afforded other employees, including retirement and healthcare coverage.

5.

The County owns and operates the Our Legacy Museum located at 415 Jefferson Street Griffin, Georgia 30223 for the purpose of providing a suitable space to house a growing collection of historic artifacts, documents of historic importance, and other tangible materials relating to the heritage of the Rosenwald School and Fairmont Community in Spalding County, Georgia. To date, the Our Legacy Museum has been staffed by a full-time Curator who classifies and organizes the collection to provide a source of educational knowledge, research, and learning for the community of its heritage.

6.

The parties hereby mutually agree that the Our Legacy Museum brings together historic and cultural resources of great tangible and intangible value to the community, its citizens, and visitors interested in the history of the Rosenwald School, Equalization School, and the Fairmont Community. The parties desire to continue the public investment to sustain this service/facility, including adequate funding of a qualified curator, with related benefits of employment.

7.

It is the express purpose of this Agreement to provide for adequate and reasonable annual funding for the Curator's management and operation for FY22, commencing July 1, 2022, and for future fiscal years covered by this Agreement. The parties mutually agree that Spalding County shall fully fund the operation and staffing of the Our Legacy Museum. The City agrees that the Our Legacy Museum shall operate as a department of the County, with any staff hired pursuant to this Agreement being a County employee, with all benefits afforded other employees, including retirement and healthcare coverage.

8.

The term of this Agreement shall commence upon its execution by all parties and terminate on June 30, 2033, unless parties mutually agree, in writing, to an earlier termination.

9.

This writing represents the full agreement of the parties hereto as to the subject matter treated and supersedes all prior negotiations or discussions not expressly set forth herein. This Agreement may only be altered, modified, or amended in a writing signed by all parties and dated subsequent to the initial date of execution. This Agreement shall be interpreted and enforced in accordance with the law of the State of Georgia.

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

COUNTY OF SPALDING, GEORIGIA

By: Clay Davis
Chairman

Attest: Katelyn Gibson
Secretary

Approved as to form:

By: SSW
County Attorney

CITY OF GRIFFIN, GEORGIA

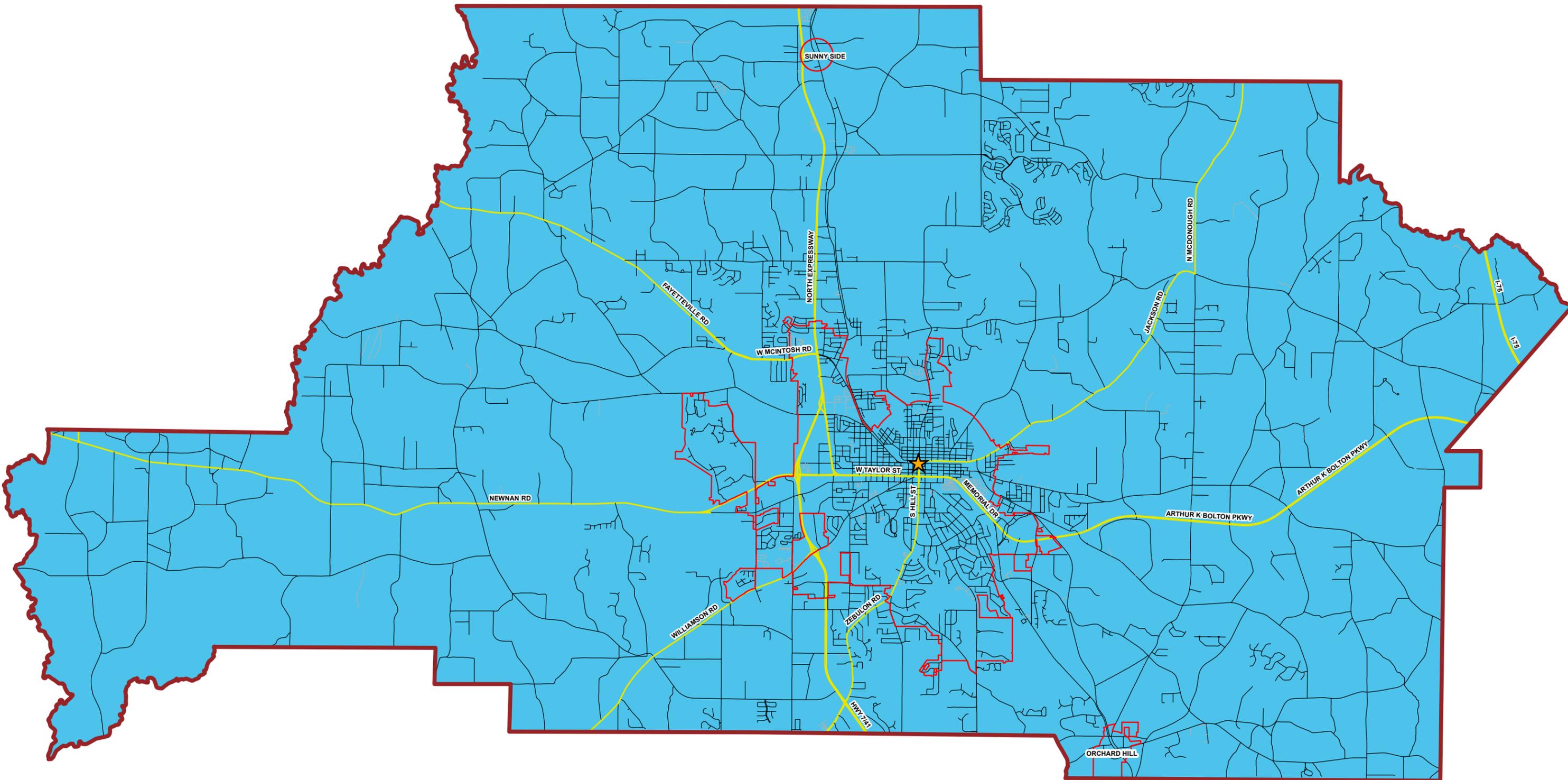
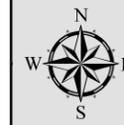
By: [Signature]
~~Chairman~~ Mayor Pro Temp

Attest: [Signature]
Secretary

Approved as to form:

By: Andrew J. Whalen, III (WEP)
City Attorney

City of Griffin & Spalding County Archives Area



Legend

-  Archives Building
-  City of Griffin & Spalding County Archives Area



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: SPALDING COUNTY

Service: *Transportation Planner*

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.): **Spalding County; City of Griffin**

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

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

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

- No**

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

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

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

Local Government or Authority	Funding Method
Spalding County	General Fund
City of Griffin	General Fund

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:

Agreement Name	Contracting Parties	Effective and Ending Dates
Expense Sharing Agreement Between the City of Griffin and Spalding County for Transportation Planner	City of Griffin, Spalding County	2014 - 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: **Steve Ledbetter, PhD**

Phone number: **770-467-4224** Date completed: December 27, 2021

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 -
Paragon / Spalding
City
Transportation Planner
Agreement

GEORGIA

SPALDING COUNTY

TRANSPORTATION PROGRAM SERVICE AGREEMENT

THIS AGREEMENT, made and entered into 5/13/14 by and between Spalding County, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as the "County"), the City of Griffin, a municipal subdivision of the State of Georgia (hereinafter referred to as the "City") and Paragon Consulting Group, Inc. (hereinafter referred to as "PCG").

WHEREAS, Spalding County and the City of Griffin have a need for a Transportation Program Manager to provide assistance in complying with federal and state planning requirements for metropolitan transportation and air quality planning and;

WHEREAS, PCG has an interest in providing staff to fulfill the needs for transportation planning for Spalding County;

WHEREAS, all parties agree to exert their best efforts toward accomplishment of the above-stated goal;

WHEREAS, the essential functions of the position shall be as follows:

- Manages transportation planning, programming and project implementation for the City of Griffin and Spalding County
- Manages specialized transportation studies and coordinates all public involvement related to transportation planning programs and projects
- Routinely coordinates with federal, state, and local officials, transportation planners and engineers
- Studies traffic patterns, investigates and prepares recommendations to improve traffic control, reduce accidents, and increase ease of flow and safety in problem areas
- Responds to inquiries from the general public
- Coordinates the update and amendments to the Regional Transportation Plan (RTP), and Transportation Improvement Plan (TIP) required by MPO's.
- Coordinates the update of all transportation plans and programs from concept to completion
- Performs all related administrative duties as required

WHEREAS, the knowledge required by the position shall be as follows:

- Considerable knowledge of the principles and techniques of transportation planning
- Ability to work independently and handle multiple responsibilities

- Knowledge of traffic engineering principles and applications
- Demonstrated verbal and/or written communication skills to express ideas and goals
- Knowledge of the principles and practice of financial and economic forecasting
- Ability to establish and maintain effective working relationships with federal, state, and local officials, and the general public.
- Ability to travel to various planning meetings

WHEREAS, the minimum required qualifications by the position shall be as follows:

- B.S./B.A. in Urban Planning or a related field
- Seven years of demonstrated experience in transportation planning or traffic engineering, preferably in the public sector.
- Certification by the American Institute of Certified Planners (AICP) highly desired
- A valid Georgia driver's license

NOW THEREFORE, in consideration of the mutual promises hereinafter set out, all the parties agree as follows:

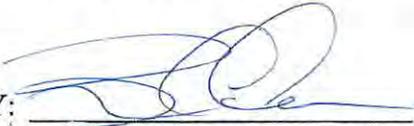
The City and the County agree that this instrument shall constitute a legally binding contract by and between them, in accordance with the authority granted by Article IX, Sec. III, Par. 1, of the 1983 Constitution of the State of Georgia, and shall constitute a general obligation of the affected party to which it's full faith and credit is hereby pledged. Each of the parties herein covenant that it has requisite legal authority to enter into this contract and to be bound thereby.

1. Engagement. The City and the County agree to coordinate transportation planning activities relevant to the metropolitan and air quality planning process with the staff provided by PCG a minimum of 35 hours per week combined City and County management.
2. Compensation. The City and the County agree to each pay PCG a lump sum of \$50,000.00 for contract personnel per year. Payments will be made monthly based on invoicing by PCG.
3. Reports. PCG shall furnish City and County with progress reports, in such a form as agreed upon by both managers, outlining the work accomplished on a monthly basis, including the current status of a study or project.
4. Working Facilities and Materials. PCG will utilize its own facilities and provide its own materials; provided that the City and the County agree to supply, and hereby authorize PCG to utilize those facilities and source documents belonging to the City and County which are reasonably necessary to carry out the duties of the position.

5. Term. The initial term of this agreement shall commence on May 15, 2014 and terminate on December 31, 2014; thereafter, such agreement may be renewed annually beginning January 1, 2015 for as long as a need is expressed and mutual satisfaction is accomplished; provided, however, under no circumstances shall the maximum term of this agreement exceed fifty (50) years.
6. Relationship Between Parties. PCG is retained and engaged by the City and the County for the purposes and to the extent set forth in this agreement and the relationship between the City and the County and PCG shall be free to utilize those employees, working materials, and source materials that, in its opinion are necessary to perform the duties of the position.
7. Termination. This agreement shall not be terminated prior to expiration of the term hereinabove set forth except for cause and upon payment by the City and the County of the pro-rata portion of this contract which is completed at the time of the early termination hereof.
8. Remedy. The parties hereto agree that specific performance shall be one of the remedies available for breach of this contract. Specific performance shall be cumulative of, and shall not limit the parties right to resort to other remedies provided by law.
9. Entire Agreement. THIS AGREEMENT AND THE EXHIBITS ATTACHED HERETO CONSTITUTE THE SOLE AND ENTIRE AGREEMENT BETWEEN THE PARTIES AND NO MODIFICATION HEREOF SHALL BE BINDING UNLESS ATTACHED HERETO AND SIGNED BY BOTH OF THEM. NO REPRESENTATION, PROMISE OR INDUCEMENT NOT INCLUDED IN THIS AGREEMENT SHALL BE BINDING UPON EITHER PARTY HERETO.

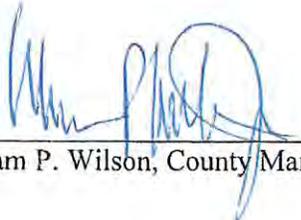
IN WITNESS WHEREOF, the City and the County and the PCG have caused this agreement to be executed as of the day and year first above written.

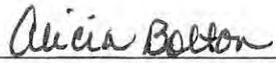
SPALDING COUNTY, GEORGIA

BY: 
Samuel C. Gardner, Chairman

PARAGON CONSULTING
GROUP

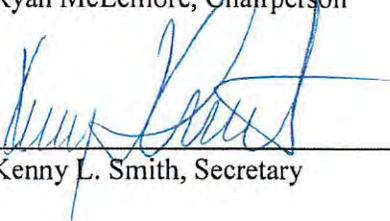
By: 
Brian K. Upson, President

Attest: 
William P. Wilson, County Manager

WITNESS: 
Alicia Bolton

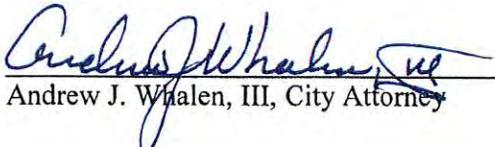
THE CITY OF GRIFFIN

By: 
Ryan McLemore, Chairperson

Attest: 
Kenny L. Smith, Secretary

(Seal)

Approved as to form:


Andrew J. Whalen, III, City Attorney

AIRPORT



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: SPALDING COUNTY

Service: Airport (6A2)

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

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

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

No

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

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

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.).

Local Government or Authority	Funding Method
Spalding County	General Funds
City of Griffin	General Funds
Griffin-Spalding Airport Authority	User Fees, Grants, Sales
Federal Aviation Administration	Grants-Federal
Georgia Dept of Transportation	Grants-State

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

Previously Form 2 titled Airport.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
IGA	Spalding County, City of Griffin, GSCAA	04/2013 - 06/30/2023

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?

Services at the Griffin-Spalding Airport are provided in accordance with Federal and State Laws, City Code, and Federal Rules and Regulations.

7. Person completing form: **Steve Ledbetter, PhD, County Manager**
 Phone number: **770-467-4224** Date completed: October 27, 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 SPALDING**

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE
CITY OF GRIFFIN, GEORGIA,
THE COUNTY OF SPALDING, GEORGIA
AND THE
GRIFFIN-SPALDING COUNTY AIRPORT AUTHORITY
FOR JOINT FUNDING OF GENERAL AVIATION OPERATIONS**

This Intergovernmental Agreement, made and entered this ___ day of April, 2013, by and between the CITY OF GRIFFIN, a Georgia municipal corporation, situated in Spalding County, Georgia (hereafter, “the City”), the COUNTY OF SPALDING, a political subdivision of the State of Georgia (hereafter, “the County”) and the GRIFFINSPALDING COUNTY AIRPORT AUTHORITY, a public body corporate (hereafter, “the Authority”); collectively, the City, County and Authority may be referred to as the “parties”), provides as follows:

1.

This writing (hereafter referred to as “the Agreement” or “IGA”) shall constitute a binding, legal contract by and between the parties hereto, in accordance with the authority granted by Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia. The obligations of the parties hereunder shall constitute general obligations to which the full faith and credit of each governmental entity is hereby pledged, including, if necessary, the levy of ad valorem taxes¹. Each of the parties herein covenants that it has the requisite legal authority to provide the services, perform the functions, construct and operate the facilities and equipment, and otherwise do all things necessary, convenient, and expedient to carry out the obligations and responsibilities

¹ The City and County acknowledge the Authority has no power to levy ad valorem taxes.

herein set forth, either expressly or by reasonable implication. Said parties further covenant that all conditions or acts required by law to authorize said agreement have been met or performed. This agreement shall constitute a valid, binding and enforceable obligation of each party and all assertable immunities and defenses, if any, are hereby waived as to the opposing party. The parties covenant that they will uphold and defend the validity and enforceability of this agreement in any proceeding in which it may be challenged.

2.

The parties are owners of real property situated, lying, and being in the City of Griffin, Spalding County, Georgia, as more particularly shown and described on a drawing entitled "Griffin-Spalding County Airport Property Map", dated September 13, 1988, as prepared by The Associated Consulting Group, which by reference is incorporated herein and made a part hereof (hereafter referred to as "the Airport Property"). Since acquiring ownership and control of the Airport Property, the parties have operated a general aviation airport as a joint venture, under the current management of the City of Griffin, as lead agency. The parties now desire to transfer operation and management of said facility to the Griffin-Spalding County Airport Authority (hereafter, "the Authority"), effective July 1, 2013.

3.

The parties have mutually agreed that on or before July 1, 2013, the City shall enter into a management agreement with said Authority to provide day-to-day general aviation operations at said Airport during reasonable hours of operation, seven days a week, year round. In addition, said Authority shall lease personnel from the City, who shall be solely responsible for employee compensation and benefits equivalent to those

benefits provided other general employees of said City. Title to real and personal property, including motor vehicles and equipment, currently used by or primarily at the Airport may be conveyed to the Authority, who shall then be responsible for insuring the same and assuming all maintenance agreements in force thereon. Existing ground leases may be assigned by the parties to the Authority as a revenue source for Airport operations. As an express condition of the management agreement, the Authority shall become jointly obligated with the parties and shall perform, in accord with the exact tenor thereof, all conditions and obligations imposed upon the parties as “sponsors” under Grant Assurances with the FAA/GDOT, who shall consent, in writing, to this arrangement.

4.

It is the express purpose of this Agreement to provide for annual funding of future Airport management and operation for FY14, commencing July 1, 2013, and for future fiscal years covered by this Agreement. Annually, in conjunction with preparation of the City and County fiscal year budgets, the Authority shall present to the parties a recommended budget for operating the Airport. Representatives of the parties shall confer and agree on the level of service to be funded for the upcoming fiscal year, with the City and County each agreeing to appropriate one-half (1/2) of the anticipated shortfall in revenues required to fund the agreed budget. Revenues shall be paid, pro rata, by the City and County to the Authority at least quarterly, on or before the 5th day in the months of July, October, January and April. The Authority shall prepare monthly financial statements, in accordance with generally accepted governmental accounting standards, and furnish a copy to the City and County within 30 days of the end of each calendar month. Books and records of the Authority shall be independently audited at the close of every year.

In the event of unanticipated contingencies for which there are insufficient funds to cover payment, the Authority may petition the City and County to share in additional funding; provided, however, the Authority shall not incur any expense which is either not appropriated in the annual budget or for which funding has not been arranged in advance of incurring the obligation.

The Airport Capital Improvement Program contains facilities, equipment, and projects which are subject to funding from FAA and GDOT, subject to a local match. The parties agree to each pay one-half (1/2) the local match required provided it is appropriated in the current fiscal year budget.

5.

The term of this Agreement shall commence upon its execution by all parties and terminate on June 30, 2023, unless the parties mutually agree, in writing, to an earlier termination; provided, however, should the City, County, and/or Authority relocate the Airport to a new location and elect to cease operations at the present Airport location, operations at the present Airport shall be terminated in a reasonably commercial manner and this Agreement shall terminate at a mutually agreed date, preferably coinciding with a fiscal year end.

6.

This writing represents the full agreement of the parties hereto as to the subject matter treated and supercedes all prior negotiations or discussions not expressly set forth herein. This Agreement may only be altered, modified, or amended in a writing signed by all parties and dated subsequent to the initial date of execution. This Agreement shall be interpreted and enforced in accordance with the law of the State of Georgia.

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

COUNTY OF SPALDING, GEORGIA

By: *Guenevere Flores-Taylor*
Chairman
Attest: *William P. [Signature]*
Clerk

SEAL

Approved as to form:

By: *[Signature]*
County Attorney

CITY OF GRIFFIN, GEORGIA

By: *Joanne Todd*
Chairperson
Attest: *[Signature]*
Secretary

SEAL

Approved as to form:

By: *Andrea J. [Signature]*
City Attorney

GRIFFIN-SPALDING COUNTY
AIRPORT AUTHORITY

By: *Dick Monon*
Chairman
Attest: *Joanne Todd*
Secretary

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: SPALDING COUNTY

Service: Airport (New)

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

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

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

No

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

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

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.).

Local Government or Authority	Funding Method
Spalding County	General Funds, Bonds
City of Griffin	General Funds, Bonds
Griffin-Spalding Airport Authority	Grants
Federal Aviation Administration	Grants
Georgia Dept of Transportation	Grants

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:

Agreement Name	Contracting Parties	Effective and Ending Dates
IGA	City of Griffin, Spalding Coutny, Griffin+Spalding County Airport Authoirty, and the FAA	08/12/2014-12/31/2030
MOA	City of Griffin, Spalding Coutny, Griffin+Spalding County Airport Authoirty, and the FAA	10/2014
Bond Referendum Resolution	City of Griffin, Spalding Coutny, Griffin+Spalding County Airport Authoirty	02/02/2015

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?

Services at the Griffin-Spalding Airport are provided in accordance with Federal and State Laws, City Code, and Federal Rules and Regulations. City and County agree that the new Airport will be annexed into the City of Griffin.

7. Person completing form: **Steve Ledbetter, PhD, County Manager**
 Phone number: **770-467-4224** Date completed: October 27, 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 SPALDING.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE
CITY OF GRIFFIN, GEORGIA,
THE COUNTY OF SPALDING, GEORGIA
AND THE
GRIFFIN-SPALDING COUNTY AIRPORT AUTHORITY
FOR JOINT FUNDING OF A NEW GENERAL AVIATION AIRPORT**

This Intergovernmental Agreement, made and entered this 12th day of August, 2014, by and between the CITY OF GRIFFIN, a Georgia municipal corporation, situated in Spalding County, Georgia (hereafter, “the City”), the COUNTY OF SPALDING, a political subdivision of the State of Georgia (hereafter, “the County”) and the GRIFFIN-SPALDING COUNTY AIRPORT AUTHORITY, a public body corporate (hereafter, “the Authority”); collectively, the City, County and Authority may be referred to as the “parties”), provides as follows:

1.

This writing (hereafter referred to as “the Agreement” or “IGA”) shall constitute an agreement by and between the parties hereto, in accordance with the authority granted by Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia. The obligations of the parties hereunder shall constitute general obligations to which the full faith and credit of each governmental entity is hereby pledged, including, if necessary, the levy of ad valorem taxes¹. Each of the parties herein covenants that it has the requisite legal authority to provide the services, perform the functions, construct and operate the facilities and equipment, and otherwise do all things necessary, convenient,

¹ The City and County acknowledge the Authority has no power to levy ad valorem taxes.

and expedient to carry out the obligations and responsibilities herein set forth, either expressly or by reasonable implication. Said parties further covenant that all conditions or acts required by law to authorize said agreement have been met or performed. This agreement shall constitute a valid, binding and enforceable obligation of each party and all assertable immunities and defenses, if any, are hereby waived as to the opposing party. The parties covenant that they will uphold and defend the validity and enforceability of this agreement in any proceeding in which it may be challenged.

2.

The City and County are owners of real property situated, lying, and being in the City of Griffin, Spalding County, Georgia, as more particularly shown and described on a drawing entitled "Airport Property Inventory Map", dated July 2014, as prepared by The LPA Group Aviation Consultants, A Unit of Michael Baker Corporation, which by reference is incorporated herein and made a part hereof (hereafter referred to as "the existing G/S Airport Property"). Since acquiring ownership and control of the existing G/S Airport Property, the parties have operated a general aviation airport as a joint venture, under the management of the City of Griffin, as lead agency until transferring the operation and management of the airport to the Authority effective July 1, 2013. The parties previously transferred operation and title to operational assets to the Airport Authority and now desire to transfer title to real property to the Griffin-Spalding County Airport Authority (hereafter, "the Authority"), on or before September 1, 2014.

3.

The parties have mutually agreed that the Authority shall issue Revenue Bonds (hereafter, "Bonds") in an amount not to exceed \$7,000,000, plus the cost of issuance, for acquisition of property for a new Griffin-Spalding County Airport; bonds shall be issued

for a term not to exceed 15 years at a rate of interest not to exceed 5%. As security for the bonds, the parties also agree to enter into an Intergovernmental Agreement for the new Airport and for the provision of Aviation Services by the Authority to the City and the County in exchange for consideration in an annual amount at least equal to the annual debt service requirements of said Bonds. The term of such agreement shall be at least as long as the term of the bonds; provided, however, such term shall not exceed Fifty years. The City solely shall remit to the Authority amounts equaling 100% of the consideration due for the first three years of said agreement and the City and the County each shall remit an amount equal to 50% of the annual consideration in equal installments to the Authority for the remainder of the life of the agreement. The parties agree that the Authority shall exercise its best efforts to utilize, to the greatest extent possible, local qualified contractors and vendors including disadvantaged business entities, subject to the Federal public works contracting requirements, for construction of the new Airport. Such efforts shall include notifying the public of competitive bidding opportunities during the bid solicitation and evaluation process. In addition thereto, the County shall reimburse to the City one-half the payments made by the City during the first three years over the remainder of the term of the agreement.

4.

The parties further agree that the Authority shall enter into a Lease-Purchase Agreement with the County for the portion of the Airport Property commonly referred to as "Airport Road Park" labeled as "Leased to the City of Griffin and Spalding County" as shown on drawing entitled "Airport Property Inventory Map", dated July 2014, as prepared by The LPA Group Aviation Consultants, A Unit of Michael Baker Corporation, and said portion of the Airport Property commonly referred to as "Sheriff's Hangar" and

labeled as "Parcel E" as shown on drawing entitled "Airport Property Inventory Map", dated July 2014, as prepared by The LPA Group Aviation Consultants, A Unit of Michael Baker Corporation, for an amount equal to an approved FAA Appraisal of Fair Market Value. Said Lease Purchase Agreement payments shall be in an amount equal to current "Amendment to Ground Lease dated October 7, 1999" for the "Sheriff's Hangar" plus an amount equal to current "Memorandum of Understanding and Use Agreement dated June 21, 2011" for Airport Road Park. At such time as the Lease Purchase Agreement is executed the "Amendment to Ground Lease dated October 7, 1999" and the "Memorandum of Understanding and Use Agreement dated June 21, 2011" shall become null and void. The Authority shall arrange for release of these properties from the Federal Aviation Administration's Grant Assurances.

5.

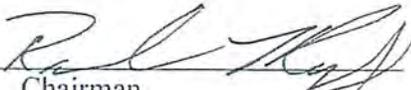
The term of this Agreement shall commence upon its execution by all parties and terminate on December 31, 2030, unless the parties mutually agree, in writing, to an earlier termination.

6.

This writing represents the mutual understanding of the parties hereto as to the subject matter contained herein and supercedes all prior negotiations, discussions and understandings as to the subject matter. All Parties agree to cooperate with each other to correct any errors or omissions contained herein and to work collectively to carry out the conditions of this IGA. This Agreement may only be altered, modified, or amended in a writing signed by all parties and dated subsequent to the initial date of execution. This Agreement shall be interpreted and enforced in accordance with the law of the State of Georgia.

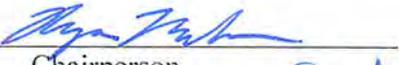
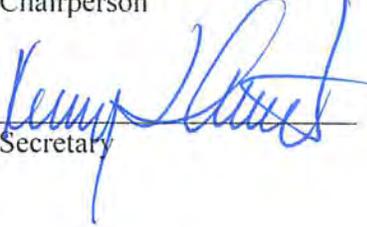
IN WITNESS WHEREOF, the parties have set their hands and affixed their seals,
the day and year first above written.

COUNTY OF SPALDING, GEORGIA

By: 
Vice Chairman
Attest: 
Clerk

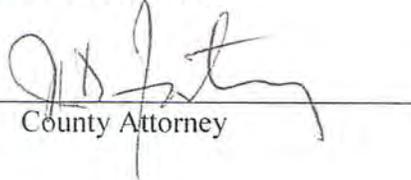
SEAL

CITY OF GRIFFIN, GEORGIA

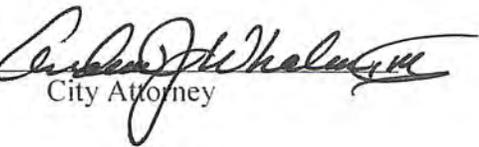
By: 
Chairperson
Attest: 
Secretary

SEAL

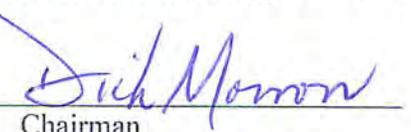
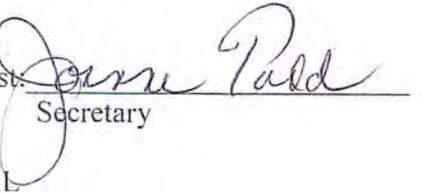
Approved as to form:

By: 
County Attorney

Approved as to form:

By: 
City Attorney

GRIFFIN-SPALDING COUNTY AIRPORT AUTHORITY

By: 
Chairman
Attest: 
Secretary

SEAL

**MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF GRIFFIN, SPALDING COUNTY, THE GRIFFIN-SPALDING COUNTY AIRPORT AUTHORITY, AND
THE FEDERAL AVIATION ADMINISTRATION
FOR REPLACING THE GRIFFIN-SPALDING COUNTY AIRPORT**

This Memorandum of Agreement (Agreement) dated as of [DATE], is entered into between the City of Griffin, Georgia (City), Spalding County (County), the Griffin-Spalding County Airport Authority (Authority), and the Federal Aviation Administration (FAA) and sets out the agreement, commitments, and obligations of the parties hereto.

WHEREAS, the City, County, and Authority own and operate the Griffin-Spalding County Airport (Airport), Griffin, Georgia, which was originally constructed in 1939;

WHEREAS, Airport has approximately 110-based aircraft and a single runway, Runway 14-32, 3701' x 75', with 200' displacements on each end;

WHEREAS, Airport has received \$3,416,820.00 in Federal financial assistance for various airport improvements over the years;

WHEREAS, the current runway length and airport design are insufficient to support the community's current and prospective aviation needs;

WHEREAS, Airport is geographically constrained by residential and commercial development including a shopping mall, U.S. Business 41, and a railroad, and is therefore not suitable for expansion;

WHEREAS, the City, County, and Authority support the construction of a replacement airport in order to enhance civil aviation through improvements to safety, better efficiency, and increased capacity and to better meet the aviation needs of the community;

WHEREAS, in 1973 and 1989 the FAA funded studies to facilitate the relocation of the existing airport to achieve these goals but refused to fund later studies because the sponsor decided not to proceed with the acquisition and construction of the replacement airport;

WHEREAS, the City, County, and Authority again propose to construct a replacement airport using local funds, Airport Improvement Program (AIP) grants, and state matching funds;

WHEREAS, the City, County, and Authority initiated a site selection study for a new airport location and conducted an environmental assessment of the project at their own expense;

WHEREAS, in 2013, the FAA's Atlanta Airports District Office (ADO) issued a Finding of No Significant Impact/Record of Decision resulting from the environmental assessment for the replacement airport;

WHEREAS, the City, County, and Authority propose to relocate all airport operations to the new facility once constructed and open for public use. The City, County, and Authority will then initiate a request to transfer all obligations to the replacement airport and seek the Associate Administrator's approval to close the Airport; and

WHEREAS, the parties desire hereby to memorialize their roles in the progress and completion of the replacement airport project;

NOW, THEREFORE, THIS MEMORANDUM OF AGREEMENT is entered into for and in consideration of the mutual covenants and agreements set forth herein, the benefits accruing to the City, County, Authority, and the FAA, and other good and valuable consideration, the receipt, adequacy and legal sufficiency of which is hereby acknowledged, the parties hereto covenant and agree that:

1. The acceptance of this agreement does not convey any obligation on the part of the FAA to commit Federal funding for the design and construction of the replacement airport. However, the FAA is prepared to consider the City, County, and Authority's request for Federal funding for the design and construction of the replacement airport under certain conditions set forth below.
2. The FAA will recognize the City, County, and Authority's initial investment of approximately \$6 million dollars of local funds as substantial local commitment in order for FAA to consider programming federal funds for the replacement airport, if, and to the extent, current law and funding allows.
3. Upon acceptance of this agreement, the City, County, and Authority affirms its obligation to provide its 10% local matching share for Airport Improvement Program (AIP) grants associated with the design and construction of the replacement airport.
4. The City, County, and Authority shall appraise the Airport property and the replacement airport property within six months prior to their request to close the Airport in accordance with applicable FAA policy. The total contribution by the City, County, and Authority to the replacement airport must be no less than the appraised value of the Airport.
5. Upon the opening of the replacement airport, the City, County, and Authority will submit a request to FAA to transfer all federal obligations associated with the Airport and the Airport property to the replacement airport in order to facilitate the disposal and sale of the Airport.
6. By acceptance of this agreement, the City, County, and Authority acknowledge and certify their continuing commitment to comply with all of their Federal grant obligations at the Airport, as well as the replacement airport. Failure to comply with the Federal grant obligations may result in the suspension or termination of Federal financial assistance. With respect to the replacement airport, the City, County, and Authority also specifically affirm that:
 - a. The replacement airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. They will not cause or permit any activity or action thereon which would interfere with the use of the replacement airport for airport purposes.
 - b. They will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the replacement airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking or lighting, or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

c. They will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the replacement airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

d. they recognize and acknowledge that compliance with these obligations, and others, may require annual financial commitments by the City, County, and Authority which are beyond the City, County, and Authority's local matching share for AIP grants and irrespective of any Federal financial assistance.

7. The City, County, and Authority are responsible for addressing interests or rights of existing tenants. The tenants' potential relocation costs are the sole responsibility of the City, County, and Authority and/or tenant. These costs are not AIP eligible.

8. In accordance with FAA Order 5050.4B, the City, County, and Authority must complete an environmental review of the Airport property prior to its closure and disposal. The cost of the environmental review for the Airport property is not AIP eligible.

9. The City, County, and Authority will close the Airport upon commencement of service at the replacement airport; the City, County, and Authority agree that the Airport property can never be used as an airport, public or private. Documents will be provided to the FAA by the City, County, and Authority to ensure this condition, such as a deed restriction.

10. Once this MOA is signed by all parties, and the replacement airport project has begun, the City, County, and Authority are required to complete the construction of the replacement airport with or without Federal financial assistance. The City, County, and Authority's failure to comply with this requirement will necessitate a refund of any Federal funds expended for the design and/or construction of the replacement airport to that date. This requirement shall remain in effect even if Federal financial assistance is suspended or terminated for violations of the City, County, and Authority's Federal grant obligations.

11. The FAA will issue a notice in the Federal Register not less than 30 days prior to closure of the Airport announcing the closure of the Airport.

12. The City, County, and Authority must provide the FAA with an Exhibit A property map and a copy of the deed to the replacement airport property demonstrating ownership of an acreage valued at no less than \$6 million dollars in fee simple title prior to being considered for any grant of Federal assistance for the replacement airport.

13. The City, County, and Authority must obtain FAA approval of the Airport Layout Plan (ALP) for the replacement airport and complete all appropriate environmental reviews prior to receiving any grant of Federal assistance for the replacement airport.

TERMS OF AGREEMENT

This Agreement shall become effective immediately upon execution by the City, County, Authority, and the FAA.

SPALDING COUNTY

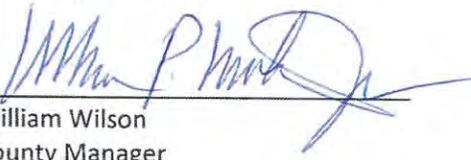


Samuel Chipper Gardner
Chairman, Board of Commissioners

10/20/14

Date

Attest: Spalding County



William Wilson
County Manager

At Spalding County

CITY OF GRIFFIN

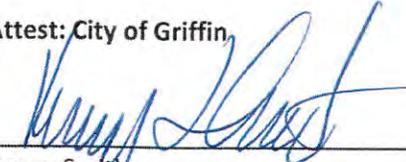


Ryan McLemore
Mayor, City of Griffin

10/14/14

Date

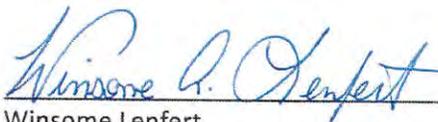
Attest: City of Griffin



Kenny Smith
City Manager

Seal City of Griffin

FEDERAL AVAITION ADMINISTRATION



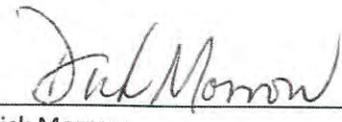
Winsome Lenfert
Manager, FAA Southern Region
Airports Division

10/28/14

Date

At Airport Authority

GRIFFIN-SPALDING AIRPORT AUTHORITY

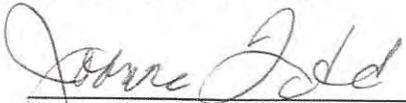


Dick Morrow
Chairman, Airport Authority

10/13/14

Date

Attest: Airport Authority



Joanne Todd
Secretary, Airport Authority



U.S. Department
of Transportation
**Federal Aviation
Administration**

Federal Aviation Administration
Atlanta Airports District Office

1701 Columbia Avenue
Campus Building, Suite 2-260
College Park, Georgia 30337

November 3, 2014

Mr. Robert Mohl
Griffin-Spalding County Airport
1035 Hill Street
Griffin, GA 30224

Dear Mr. Mohl,

Please find attached three (3) executed copies of the subject MOA for distribution to the MOA signatories.

If you have any questions regarding this matter, please contact Philip Cannon in our office at 404 305-7161.

Sincerely,

A handwritten signature in black ink that reads "Larry F. Clark". The signature is written in a cursive style.

Larry F. Clark
Manager

Enclosure

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF SPALDING COUNTY, GEORGIA TO APPROVE THE BOND RESOLUTION OF THE GRIFFIN-SPALDING COUNTY AIRPORT AUTHORITY AUTHORIZING THE ISSUANCE OF UP TO \$7,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF GRIFFIN-SPALDING COUNTY AIRPORT AUTHORITY REVENUE BONDS, SERIES 2015; TO AUTHORIZE THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT AMONG THE COUNTY, THE CITY OF GRIFFIN AND THE AUTHORITY; TO AUTHORIZE THE CHAIRMAN AND OTHER OFFICERS AND OFFICIALS OF THE COUNTY TO TAKE SUCH FURTHER ACTIONS AS ARE NECESSARY TO PROVIDE FOR THE ISSUANCE AND DELIVERY OF THE REVENUE BONDS DESCRIBED HEREIN; AND FOR OTHER PURPOSES.

WHEREAS, the Griffin-Spalding County Airport Authority (the “**Authority**”) is a public body corporate and politic duly created and existing pursuant to a local act of the General Assembly of the State of Georgia (Ga. L. 2012, p. 5255, *et seq.*) (the “**Act**”); and the Authority is now existing and operating and its members have been duly appointed and entered into their duties; and

WHEREAS, under the Act and the Revenue Bond Law (O.C.G.A. § 36-82-60 *et seq.*, as amended), the Authority has the power (a) to issue revenue bonds and use the proceeds for the purpose of paying all or part of the cost of any “project” or “undertaking” (as authorized by the Act or the Revenue Bond Law), including acquiring, constructing, equipping, maintaining, improving, and operating public-use general aviation airports and landing fields for the use of aircraft, including acquiring the necessary property therefor, both real and personal, and to do any and all things deemed by the Authority necessary, convenient or desirable for and incident to the efficient and proper development and operation of such types of undertakings; and (b) to make and execute contracts and other instruments necessary to exercise the powers of the Authority; and

WHEREAS, any and all political subdivisions, departments, institutions or agencies of the state are authorized to enter into contracts with the Authority upon such terms and for such purposes as they may deem advisable; and

WHEREAS, under O.C.G.A. § 6-3-20, *et seq.*, Spalding County, Georgia (the “**County**”) and the City of Griffin, a municipality located in Spalding County (the “**City**”), have the power to acquire, establish, construct, expand, own and equip airports and landing fields for the use of aircraft, and under the Revenue Bond Law, the County and the City have the power to issue revenue bonds and use the proceeds for the purpose of paying all or part of the cost of any “undertaking” (as defined in the Revenue Bond Law) which includes airports; and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia authorizes, among other things, any county, municipality or other political subdivision of the State to contract, for a period not exceeding fifty (50) years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate

use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, on August 12, 2014, the City, the County, and the Authority entered into an intergovernmental agreement for joint funding of a new general aviation airport (the "**Joint Funding Agreement**") setting forth the parties' mutual agreements relating to "the existing G/S Airport Property," the transfer of title to certain operational assets and real property to the Authority, the parties mutual agreement for the Authority to issue revenue bonds in an amount not to exceed \$7,000,000 for the acquisition of property for a new Griffin-Spalding County Airport (the "**New Airport**"), the intent of the parties to enter into an Intergovernmental Agreement for the New Airport (the "**Intergovernmental Agreement**"), and the provision of aviation services by the Authority to the County and the City in exchange for and in consideration of an annual amount at least equal to the annual debt service requirements on said bonds; and

WHEREAS, the Joint Funding Agreement provides in part that (a) the City solely shall remit to the Authority amounts equaling 100% of the debt service requirements for the first three years of said agreement, (b) the City and County shall each remit an amount equal to 50% of the debt service requirements after said three years, and (c) the County shall reimburse to the City one-half the payments made by the City during the first three years over the remainder of the term of the agreement; and

WHEREAS, in accordance with and in fulfillment of a portion of its obligations under the Joint Funding Agreement, the Authority desires to issue its GRIFFIN-SPALDING COUNTY AIRPORT AUTHORITY REVENUE BONDS , SERIES 2015 (the "**Bonds**") in accordance with the provisions of a bond resolution adopted by the Authority on January 26, 2015, (the "**Bond Resolution**"), for the purpose providing funds for the acquisition of land and other real and personal property for constructing and equipping of the New Airport and paying costs of issuance of the Bonds (the "**Project**"), as more specifically described in the Bond Resolution and in the plans and specifications therefor on file with the Authority and to enter into the Intergovernmental Agreement in substantially the form attached to the Bond Resolution as Exhibit B; and

WHEREAS, the Bonds will be issued pursuant to the Act, the Revenue Bond Law, and the Bond Resolution as the same shall be supplemented and amended; and

WHEREAS, the Authority, the City and the County propose to enter into the Intergovernmental Agreement as contemplated by the Joint Funding Agreement, pursuant to which Intergovernmental Agreement the Authority will agree to issue the Bonds to finance the Project, and the City and the County, in consideration of the Authority's doing so, will each agree to pay or for the account of the Authority 50% of the amounts sufficient to pay the principal of, premium, if any, and interest on the Bonds and to levy ad valorem property taxes (if necessary), unlimited as to rate or amount, on the assessed value of all property in the City and the County subject to such tax, in order for Authority to pay the principal of, premium, if any, and interest on the Bonds; and

WHEREAS, the County has made a finding of fact that the Project is project in furtherance of the Authority's purpose and mission under the Act;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Spalding County, Georgia, as follows:

The County has made a finding of fact that:

- (a) The acquisition, construction, extension and improvement of the Project and the financing thereof with the proceeds of the Bonds are lawful and valid public purposes in that they will further the public purposes to be served by the Act;
- (b) The Project financed with the proceeds of the Bonds is a "project" and/or an "undertaking" as defined pursuant to the Act or the Revenue Bond Law and is "self-liquidating" as defined pursuant to the Act; and
- (c) the specified payments to be received by the Authority under the Contract will be fully sufficient to pay the principal of, redemption premium (if any) and interest on the Bonds as the same become due and payable; and

BE IT FURTHER RESOLVED, as follows:

Section 1. The Board of Commissioners hereby acknowledges that it has received a copy of the Bond Resolution, which is attached hereto as Exhibit A, and which has attached thereto as Exhibit B the form of the Intergovernmental Agreement, and hereby approves the terms and provisions thereof. Approval of the form of the Intergovernmental Agreement is subject to the understanding that the first Interest Payment Date will be January 1, 2016, and that the Intergovernmental Agreement Payment Date to be defined in Section 4.2 of Intergovernmental Agreement shall be a date not more than 15 days prior to January 1, 2016 and not more than 15 days prior to each Interest Payment Date thereafter.

Section 2. The execution, delivery and performance of the Intergovernmental Agreement are hereby authorized. The County understands and agrees that after the Bonds are marketed by the Authority through a private placement or through a public offering, to be determined by the Authority with the advice of its underwriter, Schedule 1 attached to the Intergovernmental Agreement will be completed and necessary changes will be made to the Intergovernmental Agreement, with the understanding that the aggregate principal amount of the Bonds shall not exceed \$7,000,000, the interest rate or rates on the Bonds shall not exceed 5.00% and the maximum annual principal and interest to be paid on the Bonds through the final maturity on January 1, 2030 shall not exceed \$725,000. The Chairman or Vice Chairman of the Board of Commissioners is authorized to approve the aggregate principal amount of the Bonds actually issued, interest rates, maturities, and debt service payments and to approve such other changes to the Intergovernmental Agreement as may be required consistent with the intent and purposes of this Resolution. The execution and delivery of the Intergovernmental Agreement in final form by the Chairman or Vice Chairman shall be conclusive evidence of the approval of such aggregate principal amount, interest rates, maturities, debt service payments, and other changes and no further action by the Board of Commissioners shall be required with respect thereto.

Section 3. Consistent with the provisions of the Joint Funding Agreement, the Intergovernmental Agreement provides that City shall pay 100% of the Intergovernmental Agreement Payments due through January 1, 2018, and thereafter the City and the County shall each remit an amount equal to 50% of the Intergovernmental Agreement Payments due. The County agrees to reimburse to the City one-half of the total payments made by the City for the Interest Payment Dates from January 1, 2016 through January 1, 2018, in equal installments beginning July 1, 2018 on each Interest Payment Date through January 1, 2030. If the Bonds are defeased or paid in full prior to January 1, 2030, the County shall immediately remit to the City the balance of the installments otherwise due on each Interest Payment Date. The obligation of the County to the City to make such reimbursement payments shall not in any way affect the payments otherwise due from the County and the City for deposit to the Sinking Fund to be created in accordance with the Bond Resolution. In the event of an acceleration of payments on the Bonds as a result of an Event of Default as provided in the Bond Resolution, the City and the County shall each remit for deposit to the Sinking Fund 50% of the amounts required to pay the Bondowners in accordance with the Bond Resolution. Intergovernmental Agreement Payments shall continue and recontinue until provision has been made for the payment in full of the Bonds as to principal, interest and premium, if any. The Intergovernmental Agreement Payments provided for in the Intergovernmental Agreement shall be made by payment directly to the Sinking Fund Custodian for deposit into the Sinking Fund. (Defined terms in this Section 3 shall have the meanings set forth in the Bond Resolution.)

Section 4. The County understands and agrees that the Authority will give notice to the District Attorney of the Griffin Judicial Circuit of the adoption of the Bond Resolution requesting that validation proceedings be filed in the Superior Court of Spalding County to validate the Bonds and the security therefor, including the Intergovernmental Agreement and the County Attorney is authorized and directed to prepare an answer to be verified by the Chairman or Vice Chairman of the Board of Commissioners be filed in the validation proceedings requesting that the Bonds and the security therefor including the Intergovernmental Agreement be declared valid in all respects.

Section 5. The proper officers, agents and employees of the County are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents and certificates as may be necessary to carry out and comply with the provisions of the Intergovernmental Agreement and are further authorized to take any and all further actions and to execute and deliver any and all further documents and certificates as may be necessary or desirable in connection with the issuance of the Bonds, including specifically a Bond Purchase Agreement with Raymond James & Associates, Inc. and the execution, delivery and performance of the Intergovernmental Agreement. Without limiting the foregoing, if the Chairman is not available to execute the documents herein authorized, the Vice-Chairman shall execute such documents on the Chairman's behalf.

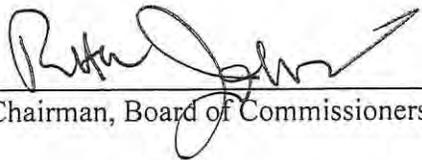
Section 6. All acts and doings of the officers, agents and employees of the County which are in conformity with the purposes and intents of this resolution and in furtherance of the issuance of the Bonds and the execution, delivery and performance of the Intergovernmental Agreement shall be, and the same hereby are, in all respects, approved and confirmed.

Section 7. No stipulation, obligation or agreement herein contained or contained in the Intergovernmental Agreement shall be deemed to be a stipulation, obligation or agreement of the Chairman or the Clerk of the County in their individual capacity, and neither the Chairman nor the Clerk of the County shall be personally liable under the Intergovernmental Agreement or on the Bonds or be subject to personal liability or accountability by reason of the issuance thereof.

Section 8. This resolution shall take effect immediately upon its adoption. All resolutions or parts thereof in conflict with this resolution are hereby repealed.

Adopted this 2nd day of February, 2015.

SPALDING COUNTY, GEORGIA

By: 
Chairman, Board of Commissioners

(SEAL)

Attest:


Clerk

EXHIBIT A

Bond Resolution with Its Exhibits
Including the Form of the Intergovernmental Agreement

CLERK'S CERTIFICATE

The undersigned Clerk of Spalding County, Georgia (the "County") DOES HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted by the County, at a meeting open to the public which was duly called and assembled on the 2nd day of February, at which meeting a quorum was present and acting throughout, and that the original of the resolution appears in the minute book of the County which is in my custody and control.

WITNESS my hand this 2nd day of February, 2015.


Clerk

CODE ENFORCEMENT & ANIMAL MANAGEMENT



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: SPALDING COUNTY

Service: *Animal Care & Control*

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

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

- b.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

- c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

- d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

- 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.): **Spalding County; City of Griffin**

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

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

No

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

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

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

Local Government or Authority	Funding Method
Spalding County	General Funds, Grants
City of Griffin	General Funds

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

Previously Form 2 titled Aminimal Control

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

Agreement Name	Contracting Parties	Effective and Ending Dates
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?

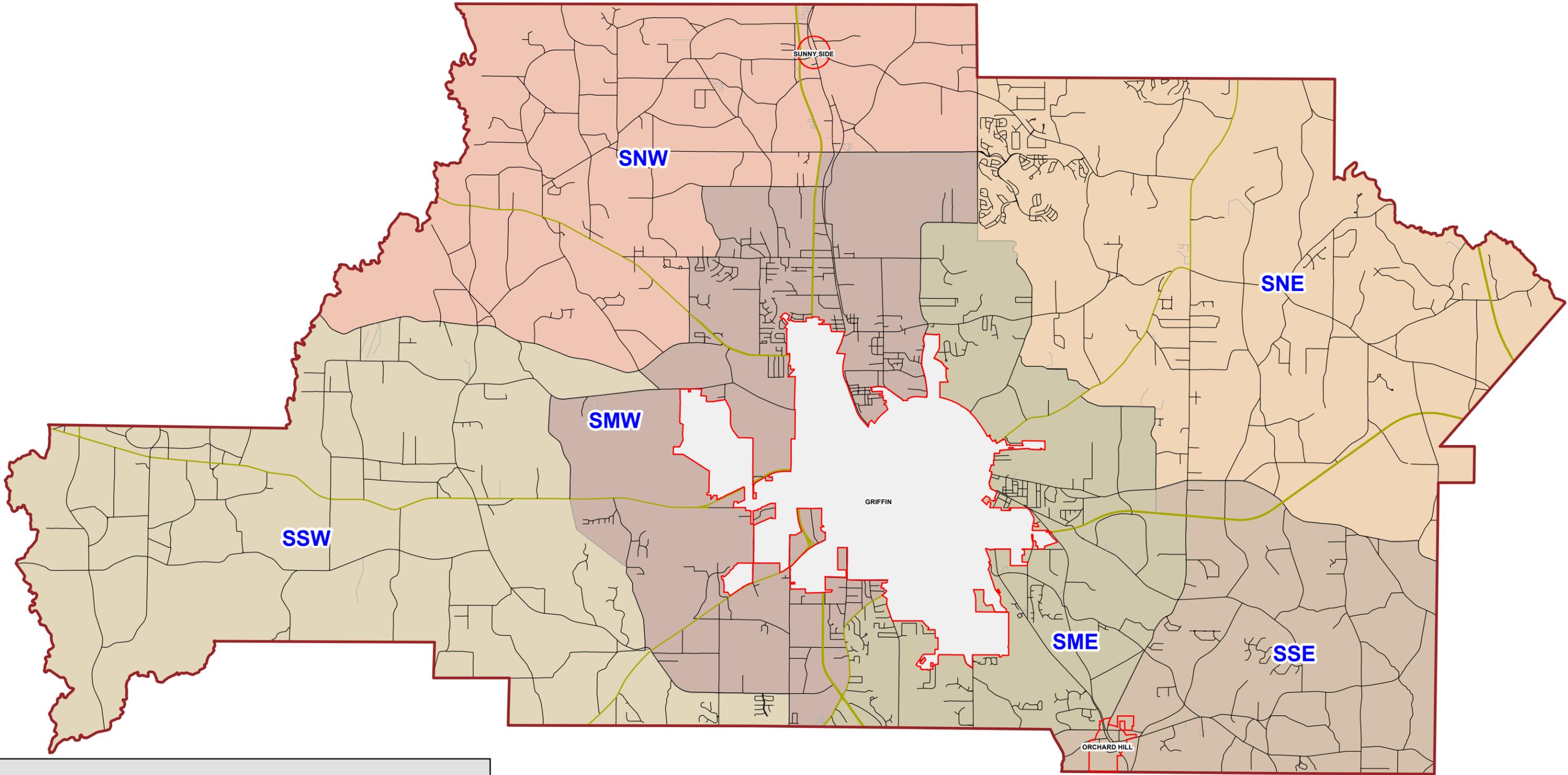
N/A

7. Person completing form: **Steve Ledbetter, PhD, County Manager**
 Phone number: **770-467-4224** Date completed: October 27, 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

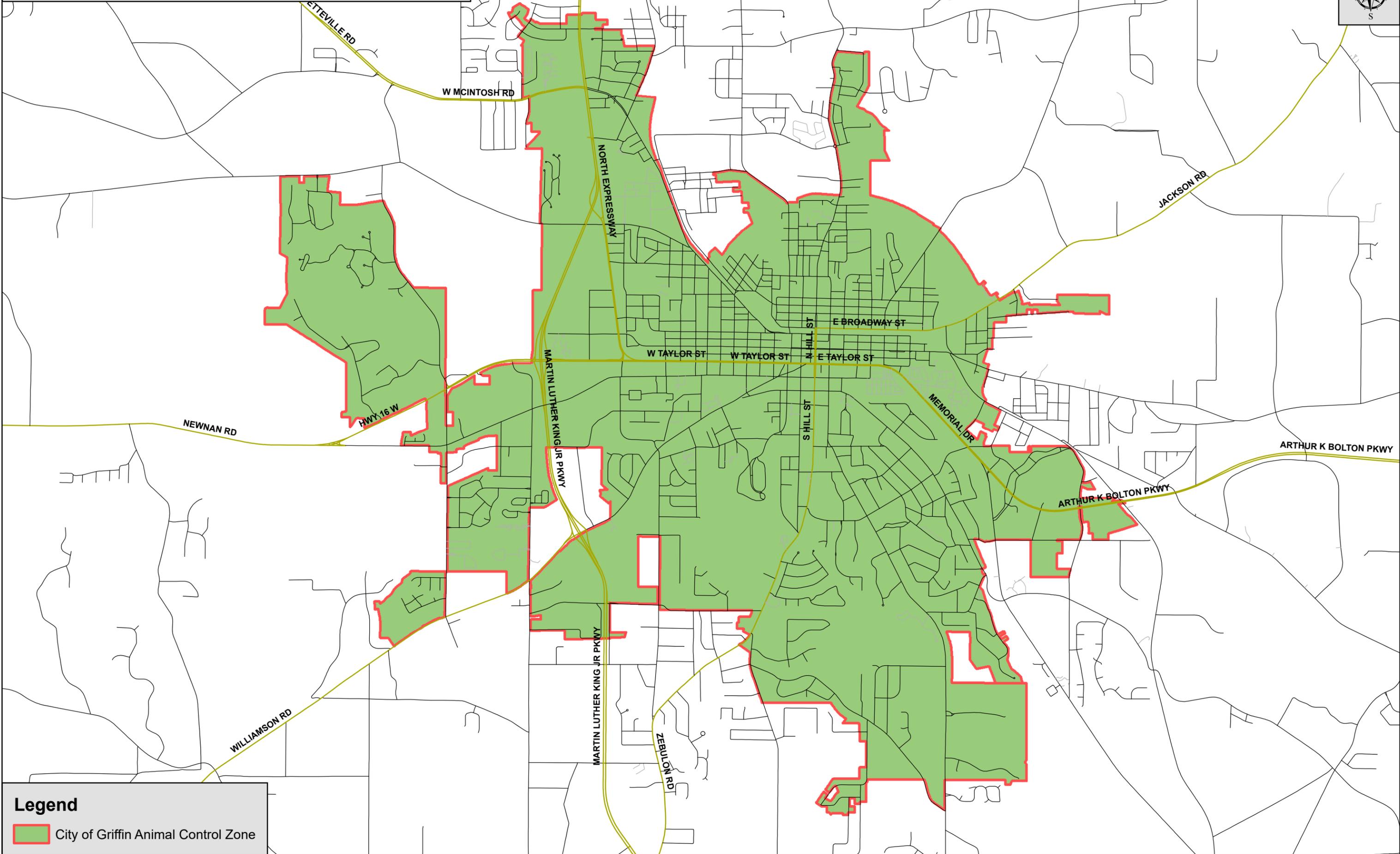
If not, provide designated contact person(s) and phone number(s) below:

Spalding County Animal Care & Control Areas



Legend	
	SME - Spalding Metro East
	SNW - Spalding Northwest
	SMW - Spalding Metro West
	SSE - Spalding Southeast
	SNE - Spalding Northeast
	SSW - Spalding Southwest

City of Griffin Animal Control Zone



Legend

 City of Griffin Animal Control Zone



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: SPALDING COUNTY

Service: Animal Shelter

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

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

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

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

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

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

Local Government or Authority	Funding Method
Spalding County	General Funds, Grants,

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

Spalding County will provide services for the entire county.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Animal Shelter Services	Spalding County; City of Griffin	November 1, 2022 - June 30, 2027

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: **Steve Ledbetter, PhD, County Manager**
 Phone number: **770-467-4224** Date completed: October 27, 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 THE PROVISION OF
ANIMAL SHELTER SERVICES
BETWEEN SPALDING COUNTY, GEORGIA
AND THE CITY OF GRIFFIN, GEORGIA**

THIS AGREEMENT, made and entered this 1ST day of November, 2022, by and between the COUNTY OF SPALDING, a political subdivision of the State of Georgia (hereafter the "County") and the CITY OF GRIFFIN, a Georgia municipal corporation situated within Spalding County, Georgia (hereafter the "City"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, provides as follows:

1. LEGAL AUTHORITY

This writing (hereafter referred to as "the Agreement" or "IGA") shall constitute a binding, legal contract by and between the parties hereto, in accordance with the authority granted by Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia. The obligations of the parties hereunder shall constitute general obligations to which the full faith and credit of each governmental entity is hereby pledged, including, if necessary, the levy of ad valorem taxes. Each of the parties herein covenants that it has the requisite legal authority to provide the services, perform the functions, construct and operate the facilities and equipment, and otherwise do all things necessary, convenient, and expedient to carry out the obligations and responsibilities herein set forth, either expressly or by reasonable implication. Said parties further covenant that all conditions or acts required by law to authorize said agreement have been met or performed. This agreement shall constitute a valid, binding and enforceable obligation of each party and all assertable immunities and defenses, if any, are hereby waived as to the opposing party. The parties further covenant that they will uphold and defend the validity and enforceability of this agreement in any proceeding in which it may be challenged.

Pursuant to Article IX, Section II, Paragraph III of the Constitution of the State of Georgia, counties and cities are prohibited from exercising governmental authority within each other's boundaries except by Intergovernmental Agreement.

2. PURPOSE & INTENT

The City of Griffin, in accordance with the Georgia Animal Control Act, other laws of the State of Georgia, and all other ordinances in effect within the City related to animals, provides animal control services within the corporate limits of the City.

The County is the owner and operator of an Animal Shelter (hereafter, "Animal Shelter" or "Shelter") for the purposes of impoundment, confinement, and care of animals held pursuant to the

ordinances of Spalding County, the Spalding County Health Department, and/or Georgia law.

The County and the City desire to enter into an Intergovernmental Agreement whereby the County and City can define and establish guidelines for the confinement and care of animals impounded by the City.

3. TERM

This Agreement shall commence on the day of its execution by all parties, and continue through and to include June 30, 2027. This Agreement shall automatically renew for additional terms of five (5) years unless terminated as provided herein. At any time, following the commencement date of this agreement, either party may give written notice to the opposing party of their intention to terminate this Agreement. Such notice shall be delivered to all parties and officers of the parties as set forth herein. Termination shall occur six (6) months after the date of receipt of such notice. At the termination of this Agreement the City will be solely responsible for providing all animal shelter and care services within City boundaries, unless extended by mutual agreement approved by both governing bodies. Any such change is subject to consideration and approval of the County Board of Commissioners and the governing body of the City.

4. OBLIGATIONS OF THE CITY

- (a) The City shall ensure that all animal control officers, not to include POST certified officers, employed by the City, who seize and/or detain animals for purposes of impoundment within the Spalding County Animal Shelter, possess and/or obtain National Animal Control Officer Certification (Level I and II) through the National Animal Care & Control Association (NACA). The City shall ensure that all animal control officers employed by the City at the time of execution of this Agreement must complete the required certification no later than June 30, 2023 and that any newly hired animal control officers complete the certification within the first six months of employment. If the City fails to comply with this standard, the County shall be authorized to refuse intake of animals at the Shelter brought in by City Animal Control Officers.
- (b) When the City brings an animal to the Animal Shelter, the City animal control officer bringing the animal shall be required to complete all registration forms and other documentation required by the County in order to admit the animal into the Shelter.
- (c) The City shall scan the animal for a microchip or other electronic tagging device in an effort to locate the owner of each animal prior to intake at the shelter.

(27)

- (d) If an animal in the custody of a City Animal Control Officer appears physically sick or injured, the City's Officer shall take the animal to the animal shelter where the shelter shall determine if the animal needs to be examined by a veterinarian and, if necessary, treated by a veterinarian prior to its admittance to the Shelter. If the services of a veterinarian cannot be obtained at the time of surrender, the sick or injured animal shall be temporarily placed in the Shelter until a veterinarian is available. In consideration of this Agreement, the City agrees to annually pay to the County \$1,000.00 into the Spalding County Veterinary Fund for said services. The County shall provide an accounting of veterinary services to the City annually to adjust any costs adjustments to the payment for veterinary services, which must be agreed to in writing by both parties.
- (e) The City Animal Control Officers shall follow County Animal control policies, rules, and regulations, regarding animals the City impounds at the animal shelter, provided that such policies, rules, and regulations shall be provided to the City upon execution of this Agreement, and provided that if no such policies are provided, the City Animal Control Officers shall follow the City's policies and procedures and state law related to animal control and detainment.

5. OBLIGATIONS OF THE COUNTY

- (a) The County shall, at all times, possess a valid Animal Shelter License issued by the Georgia Department of Agriculture;
- (b) Provided there is capacity available at the Animal Shelter, the County will accept animals seized and/or captured by City of Griffin Animal Control Officers into the Animal Shelter under protective custody. In the event the Animal Shelter has reached full capacity, the County shall notify the City immediately, in writing, delivered to the attention of the City Manager and carbon copied to the City of Griffin Police Chief, and shall notify the above-stated City personnel when capacity has opened up again.
- (c) All impounded animals will be held as provided by Spalding County policies, ordinances, and/or Georgia law unless lawfully reclaimed by their owner, transferred to rescue, or adopted as provided in the Spalding County Animal Control Ordinance.
- (d) The County shall routinely inspect and ensure the sanitary condition of the areas where the animals are detained.
- (e) The County shall enforce the quarantine of animals that have allegedly bitten a person and enforce the regulations governing classified and/or dangerous animals.
- (f) The County reserves the right to refuse the transfer of custody of an animal impounded by the

City that appears sick and/or injured until such time as the City ensures that all of the County's policies and procedures applied to sick animals detained by the County are followed.

- (g) The County shall provide the City with all applicable policies, rules, and regulations adopted by the County upon execution of this Agreement and shall provide the City with any amendments to these policies upon adoption of any changes.

6. TERMINATION

The City or the County may terminate this Agreement in the event of default by the other. An event of default shall occur if the City or County fails to provide the services as stipulated herein.

If an event of default occurs, in the determination of the City, the City shall notify the County in writing; specify the basis for the default and advise the County that the default must be cured to the City's reasonable satisfaction within a sixty (60) day period. The City may grant additional time to cure the default, as the City may deem appropriate, without waiver of any of the City's rights, so long as the County has commenced curing the default and is effectuating a cure with diligence and continuity during the sixty (60) day period, or any longer period which the City prescribes.

If an event of default occurs, in the determination of the County, the County may notify the City in writing, specify the basis for the default and advise the City that the default must be cured to the County's reasonable satisfaction within a sixty (60) day period. The County may grant additional time to cure the default, as the County may deem appropriate, without waiver of any of the County's rights, so long as the City has commenced curing the default and is effectuating a cure with diligence and continuity during the sixty (60) day period or any longer period which the County prescribes.

In the event that either Party breaches a material term or condition of this Agreement, other than an event of default, the Party in breach, upon receipt of a written request from the non-breaching Party, shall remedy the breach within thirty (30) days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching Party may unilaterally terminate the Agreement or, alternatively, utilize the remedies of declaratory judgment, specific performance, mandamus or injunctive relief to compel the breaching Party to remedy the breach.

The Parties reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

7. TRANSITION: IN EVENT OF TERMINATION OR EXPIRATION

In the event of termination or expiration of this Agreement, the County and the City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from county to the City in order to

maintain high quality of services provided by this Agreement for the residents, businesses, and visitors of Spalding County and the incorporated City of Griffin.

The County and the City agree that ninety (90) days prior to the expiration of this Agreement, the City Manager, or his/her designee, and the County Manager, or his/her designee, will meet and confer to ensure a smooth transition and ensure that any plans for transition are presented and ratified by the City and County's respective Boards.

8. IMMUNITY

It is the intent of the Parties to be covered under the auspices of the immunity granted by O.C.G.A. § 46-5-131.

9. AMENDMENTS

No modification or amendment of this Agreement shall be effective unless in writing, approved by all parties, executed by their duly authorized officers and spread upon the minutes of the respective governing bodies.

10. NOTICES

Whenever written notice is required to be given by this Agreement, notice shall be effective, as of the date of delivery, if personally served, or statutory overnight delivery as follows:

COUNTY OF SPALDING, GEORGIA
c/o County Manager
Spalding County Annex
119 East Solomon Street
Griffin, GA 30223

With copy to: County Attorney

CITY OF GRIFFIN, GEORGIA
c/o City Manager
One Griffin Center
100 S. Hill Street, Third Floor
Griffin, GA 30223

With copy to: City Attorney

11. NON-ASSIGNABILITY

Neither Party shall assign any of the obligations or benefits of this Agreement.

12. ENTIRE AGREEMENT

The Parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and agreement of the Parties regarding the subject matter of the Agreement.

13. GOVERNING LAW & VENUE

This Agreement shall be governed by the laws of the State of Georgia. The obligations of the Parties to this Agreement are performable in Spalding County, Georgia and, if legal action is necessary to enforce same, the Parties agree exclusive venue shall lie in Spalding County, Georgia.

14. SEVERABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effects as if the invalid provision or portion of the provision were not part of this Agreement

15. BINDING EFFECT

This Agreement shall insure to the benefit of, and be binding upon, the respective Parties' successors.

16. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

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

(Signatures on following page)

COUNTY OF SPALDING, GEORGIA

By: Clay Davis
Chair

Attest: Kathy Gibson
Clerk

(SEAL)

Approved as to form:

By: SSW
County Attorney

~~CITY OF GRIFFIN, GEORGIA~~

By: [Signature]
Mayor Pro Temp

Attest: Jessica [Signature]
Secretary

(SEAL)

Approved as to form:

By: Andrew Whalen, III (wep)
City Attorney

Steve W. Bush



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: SPALDING 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.):

- 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.): **Spalding County (Unincorporated, Sunny Side, and Orchard Hill); City of Griffin**

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

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

No

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

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

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

Local Government or Authority	Funding Method
Spalding County	General Funds, Fines
City of Griffin	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:

Agreement Name	Contracting Parties	Effective and Ending Dates
IGA	Spalding County, Orchard Hill	04/18/2011, AR
IGA	Spalding County, Sunny Side	04/18/2011, AR

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?

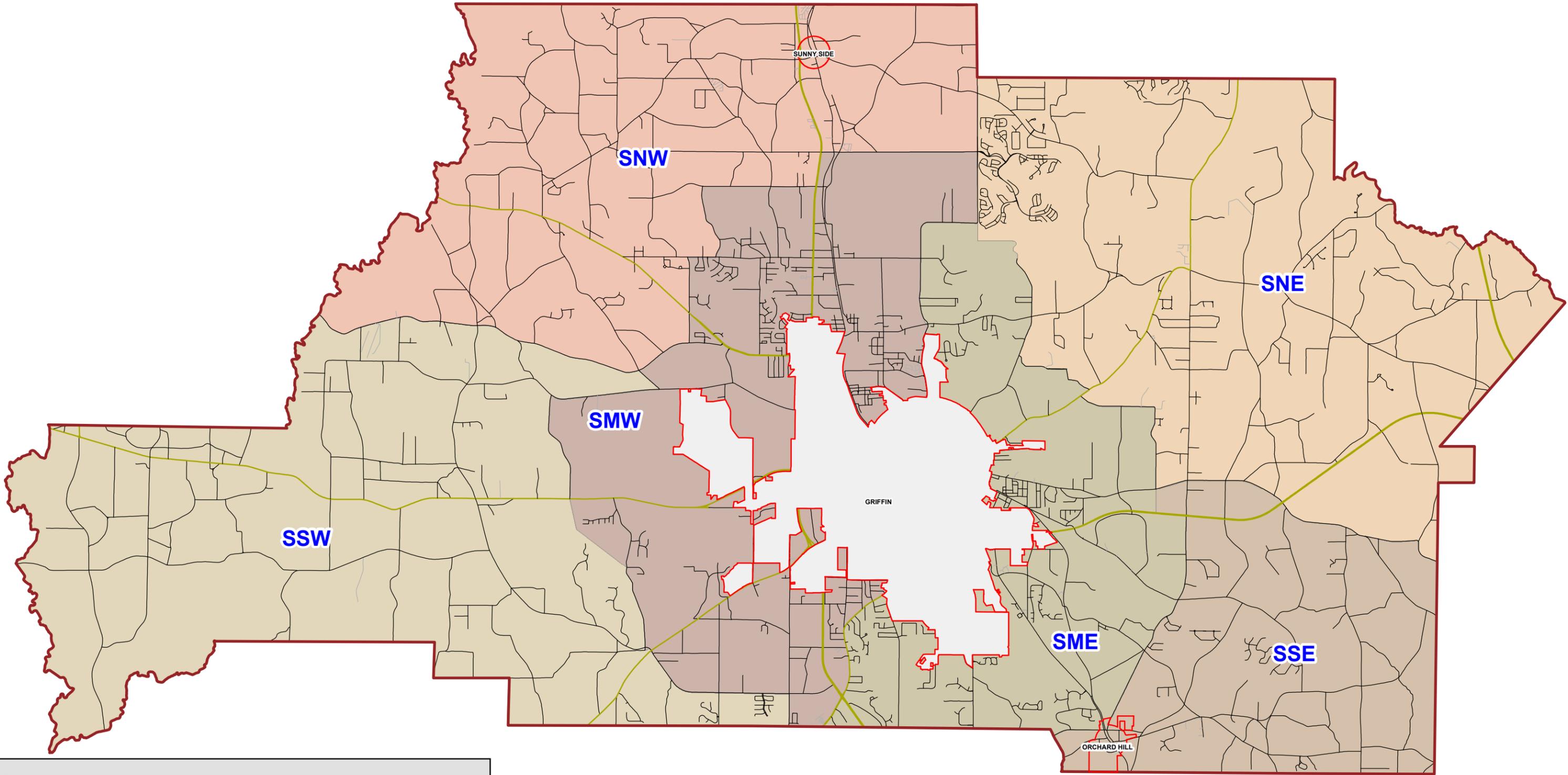
N/A

7. Person completing form: **Steve Ledbetter, PhD, County Manager**
 Phone number: **770-467-4224** Date completed: October 27, 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:

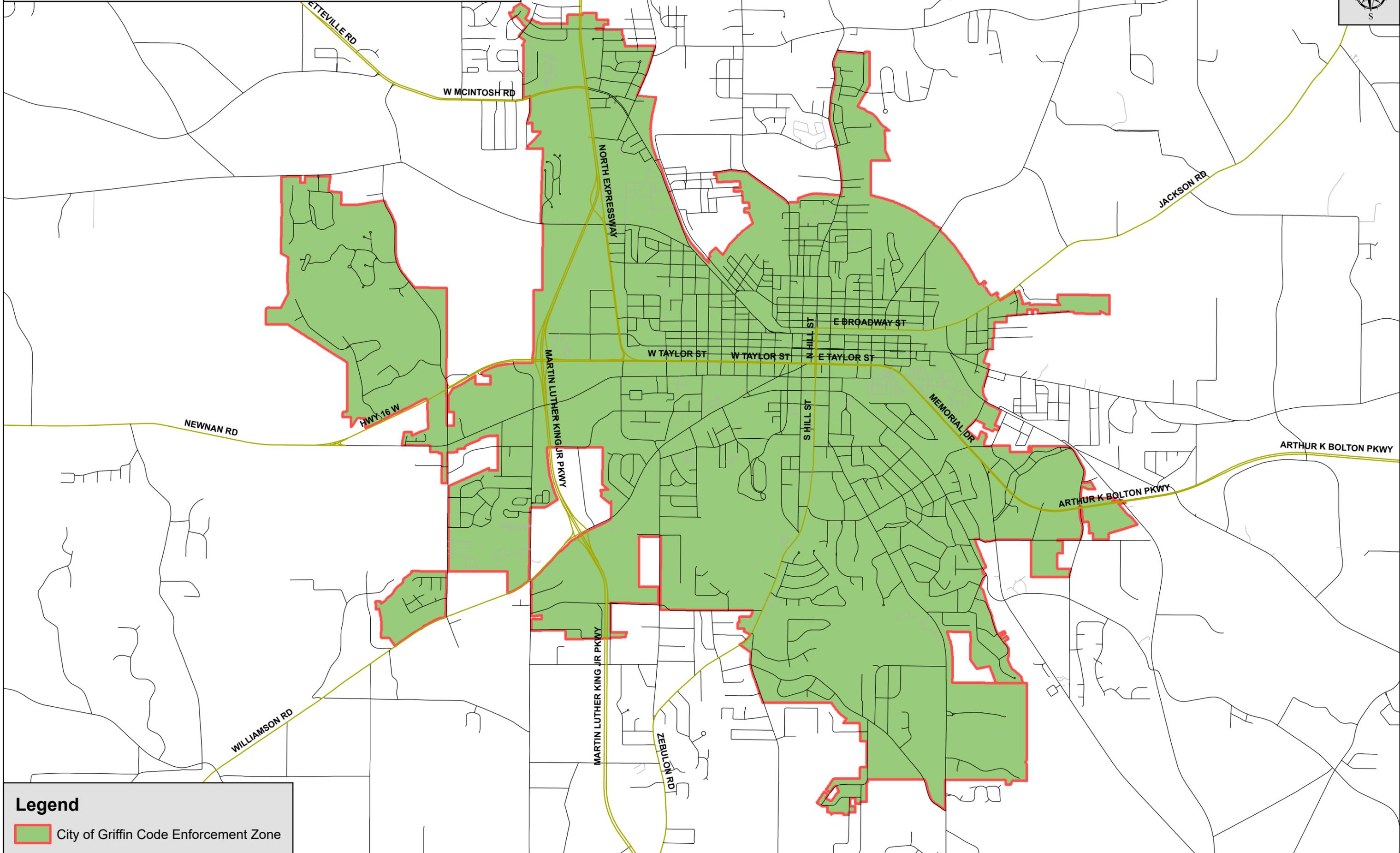
Spalding County Code Enforcement Zones



Legend

 SME - Spalding Metro East	 SNW - Spalding Northwest
 SMW - Spalding Metro West	 SSE - Spalding Southeast
 SNE - Spalding Northeast	 SSW - Spalding Southwest

City of Griffin Code Enforcement Zone



Legend

-  City of Griffin Code Enforcement Zone

STATE OF GEORGIA,

SPALDING COUNTY:

**INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF SERVICES
RELATED TO CODE ENFORCEMENT BETWEEN THE CITY OF ORCHARD
HILL, GEORGIA, AND
SPALDING COUNTY, GEORGIA**

THIS AGREEMENT, made and entered this 18th day of April, 2011, by and between the CITY OF ORCHARD HILL, GEORGIA, a municipal corporation organized and existing under the laws of the State of Georgia ("Orchard Hill"), and SPALDING COUNTY, a political subdivision of the State of Georgia ("Spalding County"), provides as follows:

WHEREAS, Orchard Hill and Spalding County, through their respective governing authorities, find and declare it in the best interest of their residents to establish a relationship whereby Spalding County will provide Orchard Hill with services for code enforcement of ordinances enacted by Orchard Hill, including but not limited to the Orchard Hill Zoning Ordinance, Orchard Hill Subdivision Ordinance and Development Ordinance, and Housing Standards Ordinance;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein made, the receipt, adequacy and sufficiency of which are mutually acknowledged, the parties agree to be bound, each unto the other, as follows:

ARTICLE 1

LEGAL AUTHORITY

Section 1.1 This instrument shall constitute a binding, legal contract by and between the parties hereto, in accordance with the authority granted by Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia, and shall constitute a general obligation to which their full faith and credit is hereby pledged, including, if necessary, the levy of ad valorem taxes. Each of the parties herein covenants that it has the requisite legal authority to provide the services, perform the functions, and otherwise do all things necessary, convenient, and expedient to carry out the obligations and responsibilities herein set forth, either expressly or by reasonable implication.

Section 1.2 For the term of this agreement, all parties agree to exercise good faith and best efforts to adequately and properly fund such undertakings, including the exercise of power to establish, levy and enforce reasonable rates, fees and charges for the services contemplated to be provided.

Section 1.3 By entering into this agreement, the parties agree that Orchard Hill acquires no property rights or ownership in any assets or facilities of Spalding

County, nor does Spalding County acquire any property rights or ownership in any assets or facilities of Orchard Hill.

ARTICLE 2

TERM OF AGREEMENT

Section 2.1 This agreement shall become effective at 12:01 A.M. on March 1, 2011 and shall terminate at midnight on December 31, 2011. The term of this agreement shall automatically renew for successive one (1) year periods unless either party gives written notice of its intent not to renew the agreement at least 60 days prior to the termination date.

Section 2.2 This agreement may be terminated prior to the termination date set forth in Section 2.1 upon written notice by one party to the other party of the notifying party's intent to terminate the agreement.

Section 2.3 Given the intent of the parties to enforce this agreement as a binding obligation for the full term stated, except as otherwise specified herein, and in consideration of the unique relationship herein created and established, upon which both parties are entitled to justifiably rely, it is expressly agreed that in the event of an alleged breach of future performance by any party, the judicial remedy available to the parties shall be by

"complaint for declaratory judgment and specific performance" filed in the Superior Court of Spalding County, Georgia, and the parties hereby waive any right to raise defenses related to lack of actual controversy or lack of uniqueness of the underlying relationship.

Section 2.4 To the extent allowable by law, the parties agree that should such an action as referenced in Section 2.3, *supra*, be filed, the filing party shall be entitled to petition said court for expedited handling, including shortening of the periods for response, discovery and trial. Upon the filing of any such action, the parties consent to the entry of an automatic interim injunction to maintain the status quo pending outcome of the proceedings.

Section 2.5 It is the intention of the parties that any action be resolved by means of a "bench trial" conducted by the judge regularly assigned to such case, and the parties expressly waive the right to trial by jury, it being the intention of all parties that any disputes arising hereunder be resolved equitably giving primary consideration to the enforcement of this contract to its fullest extent.

ARTICLE 3

OBLIGATION FOR SPALDING COUNTY TO PROVIDE CODE ENFORCEMENT
SERVICES TO ORCHARD HILL

Section 3.1 Throughout the term of this agreement, it is agreed by the parties that Spalding County shall provide code enforcement services for the enforcement of all ordinances adopted and enacted by Orchard Hill. Additionally, Spalding County, through its Zoning Administrator (or his designee) shall undertake all such tasks as set forth in Section 6-5-11 through Section 6-5-14(D), and Section 6-5-15(A) of the Orchard Hill Housing Standards Ordinance.

Section 3.2 For purposes of this agreement, "code enforcement services" shall include the investigation of alleged ordinance violations, the issuance of citations alleging the violation of ordinances, and the prosecution of such citations in the Magistrate Court of Spalding County.

Section 3.3 Any code enforcement services shall not commence unless expressly directed by the Mayor of Orchard Hill, the Council of Orchard Hill, or the Orchard Hill City Clerk, pursuant to the express direction of the Council or Mayor. The Spalding County Zoning Administrator (or his designee) shall not be authorized to engage in any code

enforcement activity in the City unless expressly directed by the Mayor of Orchard Hill, the Council of Orchard Hill, or the Orchard Hill City Clerk as to the particular code enforcement task.

Section 3.4 As consideration for its provision of code enforcement services, Spalding County shall be compensated as follows:

a. the City assigns to Spalding County the right to collect and retain any and all funds resulting from the imposition of any fine imposed by any Court as a penalty for ordinance violations;

b. for undertaking the tasks set forth in Section 6-5-11 through Section 6-5-14(D) of the Orchard Hill Housing Standards Ordinance, which results in issuance of a Court Order to repair or demolish a structure located within the City, the City shall pay Spalding County \$500.00 for each tax parcel on which such enforcement tasks are performed, which sum shall be reduced by the amount of any and all funds collected by Spalding County as a result of the imposition of any fines for ordinance violations occurring on the same tax parcel.

Section 3.5 For purposes of the City's Housing Standards Ordinance, it is agreed and understood that the City shall have the right to foreclose on any liens that

attach to real property within the City in accordance with the provisions of the City's Housing Standards Ordinance.

ARTICLE 4

OBLIGATIONS OF ORCHARD HILL

Section 4.1 Orchard Hill shall enact ordinance legislation by which the Spalding County Zoning Administrator (or his designee) shall be designated as the Orchard Hill Administrative Officer. Orchard Hill shall enact such additional legislation as may be required to authorize, empower and/or designate the appropriate Code Enforcement Officers of Spalding County as officials of Orchard Hill for the purpose of conducting code enforcement services within Orchard Hill.

ARTICLE 5

INSURANCE

Section 5.1 Each party covenants that at the time of execution of this agreement, each party has comprehensive liability insurance coverage (or its equivalent through either a program of self-insurance or by participation in an interlocal risk management agency) in an amount not less than \$1,000,000.00 per occurrence, which coverage and amount shall be maintained throughout the duration of this agreement, in as broad a form as possible, providing the entity with a defense and payment of

resulting judgments or settlements from claims reasonably anticipated or risks likely foreseeable to occur out of the duties and responsibilities herein taken.

ARTICLE 6

MODIFICATION, EXECUTION, TERMINATION OF PRIOR CONTRACTS

Section 6.1 Upon execution of this agreement by both parties, in duplicate, a fully-executed original shall be spread upon the minutes of the governing bodies of each party as evidence of its existence. A certified copy by the designated officer of either party shall be fully admissible in lieu of an original in any legal proceeding at which the existence and enforceability of said agreement is in issue.

Section 6.2 No modification or amendment of this contract shall be effective unless in writing, approved by all parties, executed by their duly-authorized officers, and spread upon the minutes of the respective governing bodies.

Section 6.3 It is the intention of the parties that this writing represents the full and complete understanding and agreement of the parties to the various matters treated herein and no further negotiations, amendments or modifications are contemplated at time of execution hereof.

Section 6.4 This writing supersedes any prior negotiations between the parties concerning the provision by Spalding County to Orchard Hill of code enforcement services and, upon its formal execution, shall be the sole and controlling agreement defining said relationship.

Section 6.5 Notices given pursuant to this agreement shall be effective if either personally served or sent by certified mail, return receipt requested, addressed as shown below, with adequate postage thereon:

To Spalding County: Chairman, Board of Commissioners
Post Office Box 1087
Griffin, Georgia 30224

To Orchard Hill: Mayor, City of Orchard Hill
Post Office Box 448
Orchard Hill, Georgia 30266

Section 6.6 Time is of the essence of this agreement.

Section 6.7 The provisions of this agreement are hereby deemed and declared to be severable. If any provision of this agreement, or the application of any provision to any circumstances, is held to be unconstitutional, unenforceable or invalid, for any reason, the remaining terms, conditions and obligations contained

herein shall not be affected thereby and this agreement shall otherwise remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, acting through the duly authorized and empowered Chairman or Mayor of the respective governing authority, as attested to by its respective Clerk or Secretary, have executed this agreement, in duplicate originals, the day and year first above written.

SPALDING COUNTY

By: Eddie Treman
CHAIRMAN, BOARD OF
COMMISSIONERS

Attest:

By: Glenda Robertson

Reviewed:

James R. Fortune
County Attorney

ORCHARD HILL

By: Pat D. Mayor
Mayor

Attest:

By: Francis F. Jones
Clerk

Reviewed:

Newton M. Galloway / hJCT

Newton M. Galloway
City Attorney

STATE OF GEORGIA,

SPALDING COUNTY:

**INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF SERVICES
RELATED TO CODE ENFORCEMENT BETWEEN THE CITY OF SUNNYSIDE,
GEORGIA, AND
SPALDING COUNTY, GEORGIA**

THIS AGREEMENT, made and entered this 18th day of April, 2011, by and between the CITY OF SUNNYSIDE, GEORGIA, a municipal corporation organized and existing under the laws of the State of Georgia ("Sunnyside"), and SPALDING COUNTY, a political subdivision of the State of Georgia ("Spalding County"), provides as follows:

WHEREAS, Sunnyside and Spalding County, through their respective governing authorities, find and declare it in the best interest of their residents to establish a relationship whereby Spalding County will provide Sunnyside with services for code enforcement of ordinances enacted by Sunnyside, including but not limited to the Sunnyside Zoning Ordinance, Sunnyside Subdivision Ordinance and Development Ordinance, and Housing Standards Ordinance;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein made, the receipt, adequacy and sufficiency of which are mutually acknowledged, the parties agree to be bound, each unto the other, as follows:

ARTICLE 1

LEGAL AUTHORITY

Section 1.1 This instrument shall constitute a binding, legal contract by and between the parties hereto, in accordance with the authority granted by Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia, and shall constitute a general obligation to which their full faith and credit is hereby pledged, including, if necessary, the levy of ad valorem taxes. Each of the parties herein covenants that it has the requisite legal authority to provide the services, perform the functions, and otherwise do all things necessary, convenient, and expedient to carry out the obligations and responsibilities herein set forth, either expressly or by reasonable implication.

Section 1.2 For the term of this agreement, all parties agree to exercise good faith and best efforts to adequately and properly fund such undertakings, including the exercise of power to establish, levy and enforce reasonable rates, fees and charges for the services contemplated to be provided.

Section 1.3 By entering into this agreement, the parties agree that Sunnyside acquires no property rights or ownership in any assets or facilities of Spalding County,

nor does Spalding County acquire any property rights or ownership in any assets or facilities of Sunnyside.

ARTICLE 2

TERM OF AGREEMENT

Section 2.1 This agreement shall become effective at 12:01 A.M. on _____ 1, 2011 and shall terminate at midnight on December 31, 2011. The term of this agreement shall automatically renew for successive one (1) year periods unless either party gives written notice of its intent not to renew the agreement at least 60 days prior to the termination date.

Section 2.2 This agreement may be terminated prior to the termination date set forth in Section 2.1 upon written notice by one party to the other party of the notifying party's intent to terminate the agreement.

Section 2.3 Given the intent of the parties to enforce this agreement as a binding obligation for the full term stated, except as otherwise specified herein, and in consideration of the unique relationship herein created and established, upon which both parties are entitled to justifiably rely, it is expressly agreed that in the event of an alleged breach of future performance by any party, the judicial remedy available to the parties shall be by "complaint for declaratory judgment and specific

performance" filed in the Superior Court of Spalding County, Georgia, and the parties hereby waive any right to raise defenses related to lack of actual controversy or lack of uniqueness of the underlying relationship.

Section 2.4 To the extent allowable by law, the parties agree that should such an action as referenced in Section 2.3, *supra*, be filed, the filing party shall be entitled to petition said court for expedited handling, including shortening of the periods for response, discovery and trial. Upon the filing of any such action, the parties consent to the entry of an automatic interim injunction to maintain the status quo pending outcome of the proceedings.

Section 2.5 It is the intention of the parties that any action be resolved by means of a "bench trial" conducted by the judge regularly assigned to such case, and the parties expressly waive the right to trial by jury, it being the intention of all parties that any disputes arising hereunder be resolved equitably giving primary consideration to the enforcement of this contract to its fullest extent.

ARTICLE 3

OBLIGATION FOR SPALDING COUNTY TO PROVIDE CODE ENFORCEMENT SERVICES TO SUNNYSIDE

Section 3.1 Throughout the term of this agreement, it is agreed by the parties that Spalding County shall provide code enforcement services for the enforcement of all ordinances adopted and enacted by Sunnyside. Additionally, Spalding County, through its Zoning Administrator (or his designee) shall undertake all such tasks as set forth in Section 6-5-11 through Section 6-5-14(D), and Section 6-5-15(A) of the Sunnyside Housing Standards Ordinance.

Section 3.2 For purposes of this agreement, "code enforcement services" shall include the investigation of alleged ordinance violations, the issuance of citations alleging the violation of ordinances, and the prosecution of such citations in the Magistrate Court of Spalding County.

Section 3.3 Any code enforcement services shall not commence unless expressly directed by the Mayor of Sunnyside, the Council of Sunnyside, or the Sunnyside City Clerk, pursuant to the express direction of the Council or Mayor. The Spalding County Zoning Administrator (or his designee) shall not be authorized to engage in any code

enforcement activity in the City unless expressly directed by the Mayor of Sunnyside, the Council of Sunnyside, or the Sunnyside City Clerk as to the particular code enforcement task.

Section 3.4 As consideration for its provision of code enforcement services, Spalding County shall be compensated as follows:

a. the City assigns to Spalding County the right to collect and retain any and all funds resulting from the imposition of any fine imposed by any Court as a penalty for ordinance violations;

b. for undertaking the tasks set forth in Section 6-5-11 through Section 6-5-14(D) of the Sunnyside Housing Standards Ordinance, which results in issuance of a Court Order to repair or demolish a structure located within the City, the City shall pay Spalding County \$500.00 for each tax parcel on which such enforcement tasks are performed, which sum shall be reduced by the amount of any and all funds collected by Spalding County as a result of the imposition of any fines for ordinance violations occurring on the same tax parcel.

Section 3.5 For purposes of the City's Housing Standards Ordinance, it is agreed and understood that the City shall have the right to foreclose on any liens that

attach to real property within the City in accordance with the provisions of the City's Housing Standards Ordinance.

ARTICLE 4

OBLIGATIONS OF SUNNYSIDE

Section 4.1 Sunnyside shall enact ordinance legislation by which the Spalding County Zoning Administrator (or his designee) shall be designated as the Sunnyside Administrative Officer. Sunnyside shall enact such additional legislation as may be required to authorize, empower and/or designate the appropriate Code Enforcement Officers of Spalding County as officials of Sunnyside for the purpose of conducting code enforcement services within Sunnyside.

ARTICLE 5

INSURANCE

Section 5.1 Each party covenants that at the time of execution of this agreement, each party has comprehensive liability insurance coverage (or its equivalent through either a program of self-insurance or by participation in an interlocal risk management agency) in an amount not less than \$1,000,000.00 per occurrence, which coverage and amount shall be maintained throughout the duration of this agreement, in as broad a form as possible, providing the entity with a defense and payment of

resulting judgments or settlements from claims reasonably anticipated or risks likely foreseeable to occur out of the duties and responsibilities herein taken.

ARTICLE 6

MODIFICATION, EXECUTION, TERMINATION OF PRIOR CONTRACTS

Section 6.1 Upon execution of this agreement by both parties, in duplicate, a fully-executed original shall be spread upon the minutes of the governing bodies of each party as evidence of its existence. A certified copy by the designated officer of either party shall be fully admissible in lieu of an original in any legal proceeding at which the existence and enforceability of said agreement is in issue.

Section 6.2 No modification or amendment of this contract shall be effective unless in writing, approved by all parties, executed by their duly-authorized officers, and spread upon the minutes of the respective governing bodies.

Section 6.3 It is the intention of the parties that this writing represents the full and complete understanding and agreement of the parties to the various matters treated herein and no further negotiations, amendments or modifications are contemplated at time of execution hereof.

Section 6.4 This writing supersedes any prior negotiations between the parties concerning the provision by Spalding County to Sunnyside of code enforcement services and, upon its formal execution, shall be the sole and controlling agreement defining said relationship.

Section 6.5 Notices given pursuant to this agreement shall be effective if either personally served or sent by certified mail, return receipt requested, addressed as shown below, with adequate postage thereon:

To Spalding County: Chairman, Board of Commissioners
Post Office Box 1087
Griffin, Georgia 30224

To Sunnyside : Mayor, City of Sunnyside
Post Office Box 100
Sunnyside, Georgia 30284

Section 6.6 Time is of the essence of this agreement.

Section 6.7 The provisions of this agreement are hereby deemed and declared to be severable. If any provision of this agreement, or the application of any provision to any circumstances, is held to be unconstitutional, unenforceable or invalid, for any reason, the remaining terms, conditions and obligations contained

herein shall not be affected thereby and this agreement shall otherwise remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, acting through the duly authorized and empowered Chairman or Mayor of the respective governing authority, as attested to by its respective Clerk or Secretary, have executed this agreement, in duplicate originals, the day and year first above written.

SPALDING COUNTY

By: Eddie Freeman
CHAIRMAN, BOARD OF COMMISSIONERS

Attest:

By: Blair Robinson

Reviewed:

James Fortune
James R. Fortune
County Attorney

SUNNYSIDE

By: Jerry R. Miller
Mayor

Attest:

By: William R. Scuryto

Reviewed:

Newton M. Galloway / by JCT
Newton M. Galloway
City Attorney

COURT



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: SPALDING COUNTY

Service: *Juvenile Probation*

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

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

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

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

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

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

Local Government or Authority	Funding Method
Spalding County	General Fund, User Fees, State of Georgia

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

Previously Form 2 titled Adult & Juvenile Probation - the Forms were split for clarity.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
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?

Juvenile Probation services are provided in accordance with Georgia Law and Court Orders.

7. Person completing form: **Steve Ledbetter, PhD, County Manager**
 Phone number: **770-467-4224** Date completed: October 27, 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: SPALDING COUNTY

Service: Adult Probation

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.): **Spalding County; City of Griffin**

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

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

No

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

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

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

Local Government or Authority	Funding Method
Spalding County	General Fund, User Fees, State of Georgia
City of Griffin	User Fees

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

Previously Form 2 titled Adult & Juvenile Probation - the Forms were split for clarity.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Probation Service Agreement	Spalding County and Judicial Alternative Services	03/22/2022 -12/31/2025
Agreement City of Griffin		

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?

Adult Probation services are provided in accordance with Georgia Law and Court Orders.

7. Person completing form: **Steve Ledbetter, PhD, County Manager**
 Phone number: **770-467-4224** Date completed: October 27, 2022

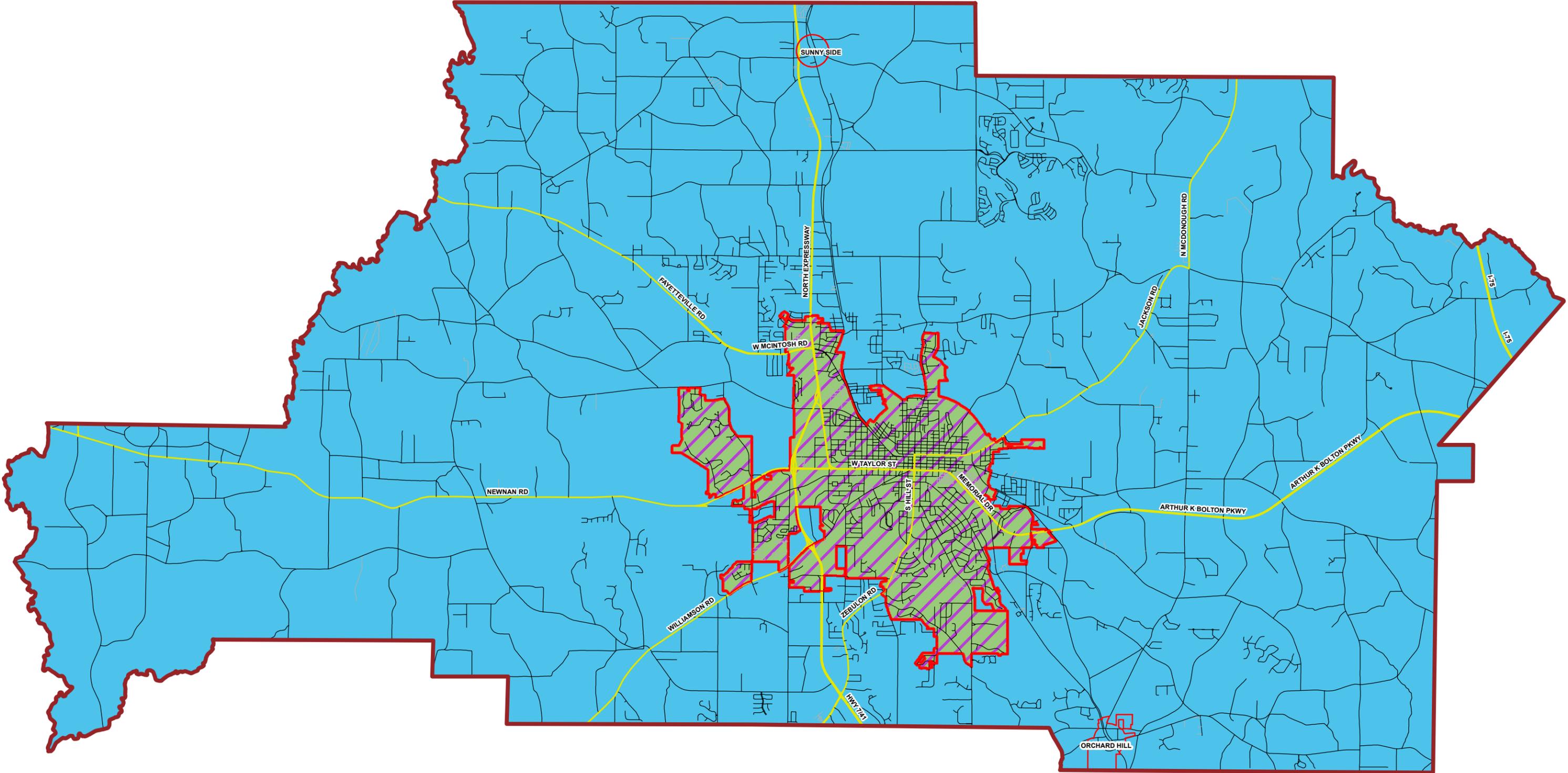
8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

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

Explanation for Continuing Duplication of Service – Adult Probation

Pursuant to O.C.G.A. § 36-70-24(1), although the City and the County provide the service of “Adult Probation” within their respective geographic boundaries, this service is not considered a duplicated service under the law because (a) Adult Probation is offered by Spalding County as a county-wide service for use within the constitutional courts within Spalding County; and (2) City of Griffin provides Adult Probation service for defendants in Municipal Court, which is a higher level of service than the base level of service provided by the county.

Adult Probation Areas



Legend

-  Concurrent Jurisdiction Area
-  City of Griffin Adult Probation Area
-  Spalding County Adult Probation Area



JUDICIAL ALTERNATIVES OF GEORGIA

Probation Services Agreement

This Agreement is made by and between Judicial Alternatives of Georgia, Inc., a corporation, organized under the laws of the State of Georgia, with its principal place of business at 232 Meriwether Street., Griffin, Georgia hereinafter called "Contractor" and the State Court of Spalding County, Georgia hereinafter called "Court." This Agreement is governed by Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia, Annotated. The parties enter into the Agreement under the specific authority of 42-8-101.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SCOPE OF SERVICES AND RESPONSIBILITIES OF CONTRACTOR

In consideration of the obligations of the Court or governing authority, Contractor shall provide the following services.

A. Responsibilities of Probation Services Contractor

1.) Compliance with Statutes and Rules. Contractor shall comply with Article 6 of Title 42 Chapter 8 of the Official Code of Georgia and all standards, rules and regulations promulgated by the Department of Community Supervision.

2.) Records and Confidentiality. Contractor shall create and maintain individual files for each offender receiving services from Contractor in accordance with this Agreement. Contractor shall maintain the confidentiality of all files, records and papers relative to supervision of probationers under this Agreement. These records, files and papers shall be available only to the judge of the court handling the case, the Department of Audits and Accounts, the Department of Community Supervision and upon transfer of probation supervision to the State, to the Georgia Department of Corrections.

3.) Financial Records. Contractor shall maintain financial records according to generally accepted accounting practices.

4.) Employee Qualifications and Training. Contractor shall employ competent and able personnel to provide the services to be rendered hereunder and to appropriately administer the assigned caseload.

(a) Any person employed as JAG probation officer shall be at least 21 years of age at the time of appointment to the position of private probation officer and shall have completed a standard two-year college course or have four years of law enforcement experience; provided, however, that any person employed as a private probation officer as of July 1, 1996, and who had at least six months of experience as a private probation officer or any person employed as a probation officer by a county, municipality, or consolidated government as of March 1, 2006, shall be exempt from such college requirements.

(b) Every JAG probation officer shall be required to obtain 40 hours of initial orientation training as set forth below provided that the 40 hour initial orientation shall not be required of any person who has successfully completed and who provides documentation of satisfactorily completing a basic course of training for supervision of probationers or parolees certified by the Peace Officer Standards and Training Council. Initial training of new probation officers shall be completed within the first 6 months of employment. JAG Probation Officers will complete a 5-hour block of instruction covering a General Probation Overview and consisting of: The History of Probation, Ethics and Professionalism, Probation Officer Liabilities and Responsibilities, Constitutional Law, and Probation Law; a 20-hour block of instruction covering Probationer Management and consisting of: Confidentiality, Intake, Preparation and Maintenance of Files, Case Documentation, Interviewing and Communication Skills, Available Sentencing Options, Financial Collections, Community Service, Alcohol and Substance Abuse, and Personal Welfare and Safety; and a 15-hour block of instruction covering Legal Procedures and Reports and consisting of: General Report Writing Techniques, Violations, Delinquency Reports and Warrants, Courtroom Protocol, Testimony and Revocation Proceedings, First Offender Act, Case Termination Reports, Domestic Violence, and Statutory Changes and Updates.

(c) All JAG probation officers are required to obtain 20 hours of annual in-service training. In-service training shall be completed on a calendar year basis. The initial orientation training hours completed during the first calendar year of employment shall also count towards satisfying the annual in-service training requirements for that same period. Annual In-Service Training shall be on topics that relate to the criminal justice system and/or the operation of the probation entity as approved by DCS Misdemeanor Probation Oversight Unit (MPOU).

(d) All JAG Administrative Employees, Agents, Interns, or Volunteers shall be required in accordance with DCS Board Rule 105-2-.09 to be at least 18 years of age; sign a statement co-signed by the probation entity director or his/her designee that the administrative employee, agent, intern, or volunteer has received an orientation on these rules as well as operations guidelines relevant to the administrative employee, agent, intern, or volunteer's job duties which shall be maintained in administrative employees, agents, interns, or volunteer's personnel files; have obtained a high school diploma or equivalent and; complete a 16 hour initial orientation program within 6 months of appointment and 8 hour annual in-service continuing education training program, consisting of a curriculum approved by MPOU. Additionally, such person shall maintain a clear criminal record; complete continuing education and; adhere to all other requirements established in these rules.

(e) All Administrative Employee, Agent, Intern, or Volunteer will obtain 16 hours of initial orientation training consisting of a 4-hour block of instruction covering: The History of Probation, Ethics and Professionalism, Probation Officer Liabilities and Responsibilities, Constitutional Law, and Probation Law; an 8-hour block of instruction covering Probationer Management and consisting of: Confidentiality, Intake, Preparation and Maintenance of Files, Case Documentation, Interviewing and Communication Skills, Available Sentencing Options, Financial Collections, Community Service, Alcohol and Substance Abuse, and Personal Welfare and Safety; and a 4-hour block of instruction covering Legal Procedures and Reports and consisting of: General Report Writing Techniques, Violations, Delinquency Reports and Warrants, Courtroom Protocol, Testimony and Revocation Proceedings, First Offender Act, Case Termination Reports, Domestic Violence, and Statutory Changes and Updates; obtain 8 hours of annual in-service training. In-service training shall be completed on a calendar year basis. The initial orientation training hours completed during the first calendar year of employment shall also count towards satisfying the annual in-service training requirements for that same period.

(f) Annual In-Service Training shall be on topics that relate to the criminal justice system and/or the operation of the probation entity as approved by MPOU. The progress and completion of initial orientation and in-service training is required to be documented and maintained in the individual's files utilizing the forms approved by MPOU. Probation entities and individuals providing probation services may obtain training resource information from MPOU, local law enforcement agencies, local colleges and schools, and national professional associations such as the American Probation and Parole Association, Georgia Professional Association of Community Supervision, American Correctional Association, and/or credible sources approved by MPOU. All training must be approved by MPOU.

(g) JAG trainers will have expertise in the area of training and will possess a college degree or POST certification. JAG shall maintain a description of the course and the contact information of the trainer on file. Training provided by professional training services shall be accepted so long as a description of the course and the trainer's contact information is maintained on file and has been approved by MPOU.

(h) In no event shall any person convicted of a felony be employed as a private probation officer or administrative support staff.

5.) Criminal History Check. Contractor shall have a criminal history records check made of **all** employees and give written consent to the Department of Community Supervision or the Spalding County to conduct periodic criminal history checks.

6.) Officer per Probationer Ratio and Standards of Supervision. Contractor shall manage caseload limits so as not to exceed **250** probationers per certified probation officer/staff for basic supervision and **100** probationers per certified probation staff/staff for intensive supervision. Probation Officers shall make **1** office contact per **month**. The Probation Officer may at his or her discretion require the probationer to report on a weekly basis if the probationer is not in full compliance with his or her terms of conditions of supervision.

7.) The contractor shall maintain an office within the city limits of **Griffin, Georgia** for meeting with and the provision of services to probationers. Additionally, JAG shall designate one (1) certified probation officer as Chief Probation Officer/Office Supervisor with a minimum of three (3) years' experience. JAG will make every attempt to designate a Chief Probation Officer with five (5) years' experience but reserves the right to designate the most qualified and capable certified probation officer to supervise the probation office.

8.) The contractor shall be required to schedule an off-duty POST Certified Law Enforcement Officer employed by the Griffin Police Department or Spalding County Sheriff's Office to be on site when high risk probationers (Battery (FV), Criminal Trespass (FV), Stalking, Assault, Affray, Disorderly Conduct, DUI) are scheduled for reporting. This shall occur at a minimum of one (1) reporting day per week.

9. Establish a specific contractual hourly rate payable by JAG between both Law Enforcement Agencies (**Griffin/Spalding**) for the duration of this agreement.

10. The governing authority (**City of Griffin/Spalding County**) shall establish and agree to provide an additional on-duty alternate pickups (similar to the towing system for automobiles required to be towed) and transport to jail from the JAG Probation Office on probationers with active violation of probation warrants as well as probationers who are being arrested for disorderly conduct inside the probation office.

B. Reports

Contractor shall provide to the judge and governing authority with whom the contract or agreement was made and the board a monthly report, on or before the 10th day of the following month, summarizing the number of offenders under supervision; the amount of fines, and restitution collected; the amount of fees collected and the nature of such fees, including probation supervision fees, rehabilitation programming fees, electronic monitoring fees, drug or alcohol detection device fees, substance abuse or mental health evaluation or treatment fees, and drug testing fees; the number of community service hours performed by probationers under supervision; a listing of any other service for which a probationer was required to pay to attend; the number of offenders for whom supervision or rehabilitation has been terminated and the reason for the termination; and the number of warrants issued during the month, in such detail as requested. Contractor shall provide personal history, employment data, and location information to the court or law enforcement as necessary in tracking probation violators.

C. Tender of Collections

Contractor shall tender to the Clerk of the Court a report of collections and all fines, fees, and costs collected during the month from probationers by the 10th day of the following month. Restitution shall be paid to the victim by the 10th day of the month following collection unless the Court orders payment to the clerk of court, and then it shall be paid as such other collections are paid to the Clerk.

In the event Contractor cannot locate the victim, payment shall be made to the Clerk of Court. Contractor shall credit payments of funds to in the following order of priority: 1) restitution 2) probation fees to include GCVEF, 3) fines, 4) court costs and surcharges. Contractor shall not retain or profit from any fines, restitution, fees or cost collected from probationers except the probation fees authorized by this Agreement and listed in Exhibit "A".

D. Access to Contractor Records

1.) All records shall be open to inspection upon the request of the affected county, municipality, consolidated government, court, the Department of Audits and Accounts, an auditor appointed by the affected county, municipality, or consolidated government, Department of Corrections, Department of Community Supervision, State Board of Pardons and Paroles, or the board.

2.) Fiscal Audit: Contractor shall employ an independent auditor to annually audit its records and books pertaining to the services rendered at the courts request. Upon a written request by the court, a copy of this audit shall be provided to the Court and County Governing Authority within 2 months or sixty (60) days of the close of the year audited.

E. Conflict of Interest per O.C.G.A 42-8-109

1.) No private corporation, private enterprise, or private agency contracting to provide probation services under neither the provisions of this article nor any employees of such entities shall engage in any other employment, business, or activity which interferes or conflicts with the duties and responsibilities under contracts authorized in this article.

2.) No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of neither this article nor its employees shall have personal or business dealings, including the lending of money, with probationers under their supervision.

3.) No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor any employees of such entities, shall own, operate, have any financial interest in, be an instructor at, or be employed by any private entity which provides drug or alcohol education services or offers a DUI Alcohol or Drug Use Risk Reduction Program certified by the Department of Driver Services.

4.) No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor any employees of such entities shall specify, directly or indirectly, a particular **DUI Alcohol or a Drug Use Risk Reduction Program** which a probationer may or shall attend. This paragraph shall not prohibit furnishing any probationer, upon request, with the names of certified DUI Alcohol or Drug Use Risk Reduction Programs. Any person violating this paragraph shall be guilty of a misdemeanor.

F. Scope of Services to Probationers by Contractor. Contractor shall provide the following services:

1.) Court Attendance and Probationer Case History. During all court sessions, Contractor shall have Probation Staff attend and interview each offender to complete a case and personal history and to provide orientation and instruction regarding compliance with the Court's ordered conditions of probation. At orientation, the Probation Staff shall provide a list of all service fees to the probationer.

2.) Supervision. Contractor shall monitor and supervise probationers to ensure compliance with the Court's order of probation. Contractor shall make a supervision assessment of the offender and determine the probationer's reporting schedule.

3.) Restitution, Fine and Fee Collection. Contractor shall collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. Contractor shall provide an itemized ledger prepared in accordance with accepted accounting practices for each month for each case under supervision.

(a) **Indigent Offenders**: Offenders determined by the court to be indigent in accordance with O. C. G.A 42-8-102 shall be supervised at no cost to the probationer or the Court or governing body. Contractor shall schedule an, "Order to Show Cause/Rule Nisi Hearing" to determine the probationers ability to pay and to set a payment schedule for probationer at the courts direction.

(b) **Pay-Only Cases**: Pay-Only cases or the term 'pay-only probation' means a defendant has been placed under probation supervision **solely** because such defendant is unable to pay the court imposed fines and statutory surcharges when such defendant's sentence is imposed. Such term shall not include circumstances when restitution has been imposed or other probation services are deemed appropriate by the court. When pay-only probation is imposed, the probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision regardless of the number of concurrent or consecutive cases; provided, however, that collection of any probation supervision fee shall terminate as soon as all court imposed fines and statutory surcharges are paid in full; and provided, further, that when all such fines and statutory surcharges are paid in full, the private probation officer, as the case may be, shall submit an order to the court terminating the sentence within 30 days of fulfillment of such conditions. If pay-only probation is subsequently converted to a sentence that requires community service, on petition by a probation officer or private probation officer and with the probationer having an opportunity for a hearing, the court may reinstate probation supervision fees as necessary to monitor the probationer's compliance with community service obligations.

(c) **Consecutive sentences**: When a defendant is serving consecutive misdemeanor sentences, whether as a result of one case from one jurisdiction or multiple cases from multiple jurisdictions, upon motion by the defendant, the court may discharge such defendant from further supervision or otherwise terminate probation when it is satisfied that its action would be in the best interest of justice and the welfare of society. Such motion shall not be ripe until 12 months after the sentence was entered and every four months thereafter. The defendant shall serve the applicable entity or governing authority that is providing his or her probation services with a copy of such motion. Additionally, when a defendant is serving consecutive misdemeanor sentences the probation officer shall review such case after 12 consecutive months of probation supervision wherein the defendant has

paid in full all court imposed fines, statutory surcharges, and restitution and has otherwise completed all testing, evaluations, and rehabilitative treatment programs ordered by the court to determine if such officer recommends early termination of probation. Each such case shall be reviewed every four months thereafter for the same determination until the termination, expiration, or other disposition of the case. If such officer recommends early termination, he or she shall immediately submit an order to the court to effectuate such purpose.

4.) Community Service. The contractor shall coordinate, monitor, and ensure compliance with community service by each probationer as ordered by the Court. The Court may convert fines, statutory surcharges, and probation supervision fees to community service on the same basis as it allows a defendant to pay a fine through community service set at a rate of ten dollars (\$10.00) per hour in accordance with subsection (d) of Code Section 17-10-1. Contractor will maintain records of service participation.

a. Contractor shall not recognize community service hours at any agency that has not been approved by the Court. Agencies may apply to be a community service provider by following the procedures in O.C.G.A. § 42-3-51 and, if accepted by the Court, are governed by the restrictions found therein.

b. Contractor shall ensure that actual and appropriate community service work is performed for the number of hours credited, and properly supervised and certified by a responsible individual at the agency. Probationers shall not be allowed to perform community service under supervision of any relative. Agencies improperly supervising probationers or certifying work not performed or hours not worked shall be removed from the list of approved agencies.

c. Contractor shall maintain a unified master list of agencies which qualify as community service supervision agencies pursuant to O.C.G.A. § 42-3-50, et seq. Furthermore, if **Spalding County State Court** or the Municipal Court of Griffin adds or removes a community service agency that such add or removal shall apply to both courts **unless the Chief judge of the stated court overrides the add or removal in writing**. Contractor shall investigate each agency to ensure that the agency provides appropriate community service opportunities with appropriate supervision. Contractor shall immediately report to the Court any violations by each agency so that the Court may consider whether to remove any such agency from its list of approved community service providers.

d. Contractor shall not convert community service to cash or other forms without the express, written approval of the Court, including the specific type and amount of alternative payment or performance.

e. Contractor may require additional reports to probation as a result of delay in beginning or completing community service. If probationer continues to substantially fail to timely perform community service after an initial opportunity to correct the violation, Contractor shall promptly bring the violation to the Court's attention via petition to revoke.

5.) Employment Assistance. The contractor shall prepare referrals and lend reasonable assistance to probationers either to the extent ordered by the Court or to the extent available for probationers desiring employment assistance or counseling.

6.) Drug/Alcohol Screening. The contractor shall coordinate with local authorities and facilities, evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health or psychological counseling, or educational programs mandated by the Court and shall require probationer's compliance.

Contractor shall conduct drug and alcohol screens as determined necessary by the Court. The probationer shall be responsible for the costs of all drug or alcohol testing.

a. Whenever a probationer is required by sentence of the Court to obtain an evaluation for substance abuse, anger or violence issues, or other mental health issues, Contractor shall require prompt proof of such evaluation from the probationer within the time limit set by the Court. If no time limit is set by the sentence, Contractor shall require such evaluation within the first 60 days of probation.

b. Whenever a probationer is required by sentence of the Court to obtain counseling for substance abuse, anger or violence issues, or other mental health issues, Contractor shall require prompt proof of such counseling from the probationer within the time limit set by the Court. If no time limit is set by the sentence, Contractor shall require such counseling within the first 60 days of probation, or if the counseling is to follow an evaluation, then within 30 days after obtaining an evaluation.

c. Contractor may require additional reports to probation as a result of delay in beginning or completing evaluation or treatment. If a probationer continues to substantially fail to complete evaluation or obtain treatment after an initial opportunity to correct the violation, Contractor shall promptly bring the violation to the Court's attention via petition to revoke.

d. Contractor shall not require a probationer to undergo drug screens unless probationer's sentence expressly makes probationer subject to drug screens or the probationer's probation officer is able to observe indications that the probationer is intoxicated by alcohol or drugs.

7.) Electronic Monitoring. Contractor when so ordered shall provide and operate a system of electronic home detention monitoring:

8.) Reports of Violations Probation and Revocation Procedures. The contractor shall recommend revocation of probation whenever the probationer has failed to substantially comply with the terms and conditions of probation. The Court shall provide Contractor with direction of what constitutes a substantial failure to comply with probation terms and conditions. Contractor shall prepare probation violation warrants and orders for submission to the Court. Contractor shall have probation officers available to testify at

probation revocation hearings, sentencing hearings and such other hearings as deemed reasonable and necessary by the Court. The Court shall provide Contractor direction as to what curative measures should be taken in the case of minor violations.

- a. Pre-hearing Arrest Warrants. Except as expressly directed by the Court in a particular case, or in the circumstances following, Contractor shall not request issuance of an arrest warrant for a probationer prior to the hearing based on the following types of violations: failure to pay fines, fees, or other sums; failure to perform community service; failure to attend classes or counseling; failure to obtain mental health evaluations. In these instances, Contractor shall request a pre-warrant revocation hearing before the Court unless other circumstances justify arrest prior to hearing. Providers may request issuance of an arrest warrant for a probationer prior to a hearing based on the following types of violations: commission of a new criminal offense; threats to public safety or the safety of individual persons or property; threats to the safety of victims or contact with a victim in violation of sentence conditions or other court orders; failure to report to probation; failure to appear for court proceedings after due notice; use of alcohol or drugs, testing positive for alcohol or drugs, or refusing or failing to submit to drug screens in violation of a condition of probation; repeat violation of sentence conditions, where lesser sanctions have proven ineffective and limited remaining sentence time makes immediate arrest necessary; technical violations where less than 60 days remain on the sentence; and as specifically directed by the Court.

OBLIGATIONS OF THE COURT OR GOVERNING AUTHORITY

In consideration for the services of Judicial Alternatives of Georgia, Inc the Court shall provide the following:

G. Payment for Contractors Services

For regular probation supervision which includes a minimum of **one (1)** office contact per month and may require as many as **four (4)**, the probationer shall pay a fee of **\$41.00** per month. For intensive probation supervision which includes a minimum of **one (1)** office contact per week and **four (4)** office contacts each month, probationer shall pay a fee of **\$51.00** per month. Contractor shall collect such probation fee for each month a probationer is under probation supervision. A **one (1) month** supervision fee is defined as the date the probationer is placed on probation and runs through the monthly anniversary date each month. If a probationer is supervised past the monthly anniversary date, the probationer will be charged one (1) months supervision fee. During the term of this Agreement and Contractor's satisfactory performance, the Court shall refer all offenders ordered to serve time on probation, to Contractor for purposes of probation supervision services. The probationer shall always be allowed to make greater payments than the minimum required scheduled payments and shall always be allowed to pay

restitution, fines, costs, and probation fees in-full without penalty. In cases where the probationer requests to pay probation fees in advance, the probationer will be required to sign an, " Advanced Probation Fees Waiver."

H. Probation Fees

The Court shall make payment of the probation fee a term and condition of the order of probation for each probationer assigned for supervision to Contractor unless the Court determines the probationer to be indigent. The Court shall not be liable for payment of any supervision fee or any program fee of a probationer. A schedule of allowed probation fees shall be attached to the contract as exhibit "A". Contractors can only charge fees found in Exhibit "A".

I. Pre-sentence Investigations

When ordered by the Court, Contractor shall provide a pre-sentence investigation report and Court shall pay to Judicial Alternatives of Georgia, two-hundred and fifty dollars (\$250.00).

J. Access to Criminal Histories

The Court shall assist Contractor in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for Contractor to conduct pre-sentence or probationer investigations as may be requested

K. Notice of Court Sessions

The Court shall provide Contractor **two (2)** days advance notice of all court sessions that Contractor is required to attend. Notice for purposes of this provision may be given by mail, telephone and fax machine.

L. Court Facilities

The Court shall provide to Contractor an area, as available, for conduct of initial interviews and orientation with the probationer on the day of sentencing.

M. Period of Service

This agreement shall commence performance on **March 21, 2022** and shall continue until **December 31, 2025**. Either party may terminate this Agreement upon thirty (30) days written notice. The Court and/or Governing Authority may terminate this Agreement

immediately for cause, including without limitation material breach of this Agreement, insolvency of Contractor, filing of a voluntary or involuntary case in bankruptcy. Within fifteen (15) working days of termination, the contractor shall peacefully surrender to the Court all records and documents generated by Judicial Alternatives of Georgia, Inc, in connection with this Agreement and the services hereunder and any equipment or supplies assigned to Contractor by the Court. Contractor shall turn over to the Clerk of Court any moneys collected or received less supervision fees validly incurred and duly owing to Contractor through the termination date. Any fines, costs, fees or restitution received by Contractor from probationers of this Court after termination of this Agreement shall be forwarded to the Clerk of Court, other than fees earned by Contractor. The Court shall provide Contractor a receipt for all property surrendered under this provision.

INDEMNITY, INSURANCE, AND BONDING OBLIGATIONS OF CONTRACTOR

N. Insurance and Bond

Contractor shall maintain comprehensive general liability insurance, including acts, errors or omissions and contractual liability insurance, in an amount not less than \$2,000,000. JAG shall furnish continuous proof of insurance coverage as required hereunder, as well as proof of maintaining employee bonds in an amount of \$100,000 per employee.

O. Indemnification

Neither the Court nor the County Governing Authority shall be liable to Contractor nor to anyone who may claim a right resulting from any relationship with **Judicial Alternatives of Georgia, Inc**, for any acts of Contractor, its employees, agents or participants in the performance of services conducted on the property of the **Spalding County State Court**. Contractor shall indemnify and hold harmless the Court and Spalding County, Georgia from any claims, demands, actions, proceedings, expenses, damages, liabilities or losses (including but not limited to attorney's fees and courts costs) and any causes of action arising from any acts or omissions arising out of or in connection with the services performed by **Judicial Alternatives of Georgia, Inc**, or its employees and agents under the terms of this Agreement.

REPRESENTATIONS AND WARRANTIES OF CONTRACTOR

P. Deficiency in Service by Contractor

In the event that the court and/or governing authority determines that there are deficiencies in the services provided by Contractor hereunder, the Court and/or Governing Authority may terminate this Agreement in accordance with Item M or notify the Contractor in writing as to the exact nature of such deficiency. Within **sixty (60) days**

of receipt of such notice, the Contractor shall cure or take reasonable steps to cure the deficiencies. In the event the company fails to cure or take reasonable steps to cure the deficiencies to the Court and/or Governing Authority's satisfaction, then either may declare the Contractor in default and may terminate this Agreement.

Q. Time is of the Essence of this Agreement

R. Compliance with the Law

The Contractor shall comply with all federal, state and local laws statutes, regulations and ordinances arising out of or in connection with the performance of its services pursuant to this.

S. Independent Contractor

Contractor is an independent contractor and is not an agent, joint venturer or other affiliate of the **Spalding County State Court** in any way. Contractor shall use its own employees and agents to perform this Contract. It is agreed that Contractor is solely responsible for payment of all federal, state, and local income taxes, self-employed Social Security taxes, and any other similar obligations arising from the performance of this Agreement or receipt of compensation therefore. The Contractor agrees to indemnify and hold harmless the Court and Spalding County, from and against any and all federal, state, or local tax liability or penalties that may arise from the payments made to the Contractor pursuant to this Agreement. The Contractor acknowledges that neither it nor its employees are eligible for any benefits provided by the Court or Spalding County to their respective party.

T. Entire Agreement

This Agreement, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Agreement or any waiver of any provision hereto shall be effective unless in writing and signed by all parties to include the court, governing authority, and contractor.

U. Binding Agreement

This Agreement shall not be binding upon any successor to the undersigned Judge of the **Spalding County State Court**, Georgia and unless ratified by the successor in office. If

a successor attains the position of undersigned judge, and this Agreement is not ratified by such successor, then Contractor shall be permitted a reasonable time period, no less than ninety (90) days, in which to wind up its activities. The Court will be deemed not to have ratified the Agreement unless Court gives written notice of ratification within 30 days of taking the oath of The Court has entered into this Agreement in part on the basis of personal reliance in the integrity and qualifications of the staff of Contractor. The same is applicable to change in leadership of the Governing Authority.

Contractor may not delegate, assign or subcontract any obligation of Contractors performance under the Contract and may not assign any right under this Contract, in either case without Court's written approval. The Court's discretion in this regard shall be absolute.

Any notices made in accordance with this Agreement except as otherwise set out in Item K, shall be in writing and shall be made by registered or certified mail, return receipt requested, to:

Judicial Alternatives of Georgia, Inc.

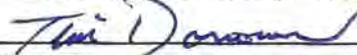
Attn: Tim Donovan
232 Meriwether Street
Griffin, Georgia 30224
Office: (678) 688-2888
Fax: (678) 688-2102

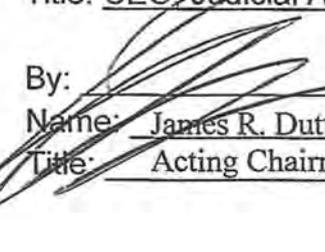
Spalding County State Court

Attn: Judge Josh W. Thacker
132 East Solomon Street
Griffin, Georgia 30223
Office: (770) 467-4474
Fax: (770) 467-4474

IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE EXECUTED THIS AGREEMENT ON THE 21st DAY OF March, 2022.

PROBATION SERVICES CONTRACTOR:

By: 
Name: Tim Donovan
Title: CEO, Judicial Alternatives of Georgia, Inc.

By: 
Name: James R. Dutton
Title: Acting Chairman Board of Commissioners

Spalding County, Georgia

By: 
Chief Judge: Josh W. Thacker
Court: Spalding County State Court, Georgia

Exhibit A

SCHEDULE OF FEES

The following are fees paid by the offender to Judicial Alternatives of Georgia, Inc.

<u>SERVICE</u>	<u>COST OF SERVICE</u>
Regular Probation Supervision	\$41.00 per month, per offender
Intensive Supervision (Requires minimum of 1 weekly contact)	\$51.00 per month, per offender
Pre-Trial Supervision	\$60.00 per month, per offender
 <u>ADDITIONAL SERVICES</u>	 <u>COST OF SERVICE</u>
Drug Screens (Screens for 8 controlled substances)	\$30.00 per screen (LAB CONFIRMATION TEST)
Electronic Monitoring	\$15.00 per day, per offender
Electronic Monitoring w/Intox	\$20.00 per day, per offender
Anger Management Program	\$175.00 (8 hour course)
“Responsible Behavior”	\$175.00 (8 hour course)
Pre-Sentence Investigation	\$250.00 (Available if requested)



JUDICIAL ALTERNATIVES OF GEORGIA

Probation Services Agreement

This Agreement is made by and between **Judicial Alternatives of Georgia, Inc.**, a corporation, organized under the laws of the State of Georgia, with its principal place of business at 232 Meriwether Street., Griffin, Georgia hereinafter called "Contractor" and the **City of Griffin Municipal Court**, Georgia hereinafter called "Court." This Agreement is governed by Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia, Annotated. The parties enter into the Agreement under the specific authority of 42-8-101.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SCOPE OF SERVICES AND RESPONSIBILITIES OF CONTRACTOR

In consideration of the obligations of the Court or governing authority, Contractor shall provide the following services.

A. Responsibilities of Probation Services Contractor

1.) Compliance with Statutes and Rules. Contractor shall comply with Article 6 of Title 42 Chapter 8 of the Official Code of Georgia and all standards, rules and regulations promulgated by the Department of Community Supervision.

2.) Records and Confidentiality. Contractor shall create and maintain individual files for each offender receiving services from Contractor in accordance with this Agreement. Contractor shall maintain the confidentiality of all files, records and papers relative to supervision of probationers under this Agreement. These records, files and papers shall be available only to the judge of the court handling the case, the Department of Audits and Accounts, the Department of Community

Supervision and upon transfer of probation supervision to the State, to the Georgia Department of Corrections.

3.) Financial Records. Contractor shall maintain financial records according to generally accepted accounting practices.

4.) Employee Qualifications and Training. Contractor shall employ competent and able personnel to provide the services to be rendered hereunder and to appropriately administer the assigned caseload.

(a) Any person employed as JAG probation officer shall be at least 21 years of age at the time of appointment to the position of private probation officer and shall have completed a standard two-year college course or have four years of law enforcement experience; provided, however, that any person employed as a private probation officer as of July 1, 1996, and who had at least six months of experience as a private probation officer or any person employed as a probation officer by a county, municipality, or consolidated government as of March 1, 2006, shall be exempt from such college requirements.

b) Every JAG probation officer shall be required to obtain 40 hours of initial orientation training as set forth below provided that the 40 hour initial orientation shall not be required of any person who has successfully completed and who provides documentation of satisfactorily completing a basic course of training for supervision of probationers or parolees certified by the Peace Officer Standards and Training Council. Initial training of new probation officers shall be completed within the first 6 months of employment. JAG Probation Officers will complete a 5-hour block of instruction covering a General Probation Overview and consisting of: The History of Probation, Ethics and Professionalism, Probation Officer Liabilities and Responsibilities, Constitutional Law, and Probation Law; a 20-hour block of instruction covering Probationer Management and consisting of: Confidentiality, Intake, Preparation and Maintenance of Files, Case Documentation, Interviewing and Communication Skills, Available Sentencing Options, Financial Collections, Community Service, Alcohol and Substance Abuse, and Personal Welfare and Safety; and a 15-hour block of instruction covering Legal Procedures and Reports and consisting of: General Report Writing Techniques, Violations, Delinquency Reports and Warrants, Courtroom Protocol, Testimony and Revocation Proceedings, First Offender Act, Case Termination Reports, Domestic Violence, and Statutory Changes and Updates.

(c) All JAG probation officers are required to obtain 20 hours of annual in-service training. In-service training shall be completed on a calendar year basis. The initial orientation training hours completed during the first calendar year of employment shall also count towards satisfying the annual in-service training requirements for that same period. Annual In-Service Training shall be on topics

that relate to the criminal justice system and/or the operation of the probation entity as approved by DCS Misdemeanor Probation Oversight Unit (MPOU).

(d) All JAG Administrative Employees, Agents, Interns, or Volunteers shall be required in accordance with DCS Board Rule 105-2-.09 to be at least 18 years of age; sign a statement co-signed by the probation entity director or his/her designee that the administrative employee, agent, intern, or volunteer has received an orientation on these rules as well as operations guidelines relevant to the administrative employee, agent, intern, or volunteer's job duties which shall be maintained in administrative employees, agents, interns, or volunteer's personnel files; have obtained a high school diploma or equivalent and; complete a 16 hour initial orientation program within 6 months of appointment and 8 hour annual in-service continuing education training program, consisting of a curriculum approved by MPOU. Additionally, such person shall maintain a clear criminal record; complete continuing education and; adhere to all other requirements established in these rules.

(e) All Administrative Employee, Agent, Intern, or Volunteer will obtain 16 hours of initial orientation training consisting of a 4-hour block of instruction covering: The History of Probation, Ethics and Professionalism, Probation Officer Liabilities and Responsibilities, Constitutional Law, and Probation Law; an 8-hour block of instruction covering Probationer Management and consisting of: Confidentiality, Intake, Preparation and Maintenance of Files, Case Documentation, Interviewing and Communication Skills, Available Sentencing Options, Financial Collections, Community Service, Alcohol and Substance Abuse, and Personal Welfare and Safety; and a 4-hour block of instruction covering Legal Procedures and Reports and consisting of: General Report Writing Techniques, Violations, Delinquency Reports and Warrants, Courtroom Protocol, Testimony and Revocation Proceedings, First Offender Act, Case Termination Reports, Domestic Violence, and Statutory Changes and Updates; obtain 8 hours of annual in-service training. In-service training shall be completed on a calendar year basis. The initial orientation training hours completed during the first calendar year of employment shall also count towards satisfying the annual in-service training requirements for that same period.

(f) Annual In-Service Training shall be on topics that relate to the criminal justice system and/or the operation of the probation entity as approved by MPOU. The progress and completion of initial orientation and in-service training is required to be documented and maintained in the individual's files utilizing the forms approved by MPOU. Probation entities and individuals providing probation services may obtain training resource information from MPOU, local law enforcement agencies, local colleges and schools, and national professional associations such as the American Probation and Parole Association, Georgia Professional Association of Community Supervision, American Correctional Association, and/or credible sources approved by MPOU. All training must be approved by MPOU.

(g) JAG trainers will have expertise in the area of training and will possess a college degree or POST certification. JAG shall maintain a description of the course and the contact information of the trainer on file. Training provided by professional training services shall be accepted so long as a description of the course and the trainer's contact information is maintained on file and has been approved by MPOU.

(h) In no event shall any person convicted of a felony be employed as a private probation officer or administrative support staff.

5.) Criminal History Check. Contractor shall have a criminal history records check made of **all** employees and give written consent to the Department of Community Supervision or the City of Griffin to conduct periodic criminal history checks.

6.) Officer per Probationer Ratio and Standards of Supervision. Contractor shall manage caseload limits so as not to exceed **250** probationers per certified probation officer/staff for basic supervision and **100** probationers per certified probation staff/staff for intensive supervision. Probation Officers shall make **1** office contact per **month**. The Probation Officer may at his or her discretion require the probationer to report on a weekly basis if the probationer is not in full compliance with his or her terms of conditions of supervision.

7.) The contractor shall maintain an office within the city limits of **Griffin, Georgia** for meeting with and the provision of services to probationers. Additionally, JAG shall designate one (1) certified probation officer as Chief Probation Officer/Office Supervisor with a minimum of three (3) years' experience. JAG will make every attempt to designate a Chief Probation Officer with five (5) years' experience but reserves the right to designate the most qualified and capable certified probation officer to supervise the probation office.

8.) The contractor shall be required to schedule an off-duty POST Certified Law Enforcement Officer employed by the Griffin Police Department or Spalding County Sheriff's Office to be on site when high risk probationers (Battery (FV), Criminal Trespass (FV), Stalking, Assault, Affray, Disorderly Conduct, DUI) are scheduled for reporting. This shall occur at a minimum of one (1) reporting day per week.

9. Establish a specific contractual hourly rate payable by JAG between both Law Enforcement Agencies (Griffin/**Spalding**) for the duration of this agreement.

10. The governing authority (City of Griffin/**Spalding County**) shall establish and agree to provide an additional on-duty alternate pickups (similar to the towing

system for automobiles required to be towed) and transport to jail from the JAG Probation Office on probationers with active violation of probation warrants as well as probationers who are being arrested for disorderly conduct inside the probation office.

B. Reports

Contractor shall provide to the judge and governing authority with whom the contract or agreement was made and the board a monthly report, on or before the 10th day of the following month, summarizing the number of offenders under supervision; the amount of fines, and restitution collected; the amount of fees collected and the nature of such fees, including probation supervision fees, rehabilitation programming fees, electronic monitoring fees, drug or alcohol detection device fees, substance abuse or mental health evaluation or treatment fees, and drug testing fees; the number of community service hours performed by probationers under supervision; a listing of any other service for which a probationer was required to pay to attend; the number of offenders for whom supervision or rehabilitation has been terminated and the reason for the termination; and the number of warrants issued during the month, in such detail as requested. Contractor shall provide personal history, employment data, and location information to the court or law enforcement as necessary in tracking probation violators.

C. Tender of Collections

Contractor shall tender to the Clerk of the Court a report of collections and all fines, fees, and costs collected during the month from probationers by the **10th** day of the following month. Restitution shall be paid to the victim by the **10th** day of the month following collection unless the Court orders payment to the clerk of court, and then it shall be paid as such other collections are paid to the Clerk.

In the event Contractor cannot locate the victim, payment shall be made to the Clerk of Court. Contractor shall credit payments of funds to in the following order of priority: 1) restitution 2) probation fees to include GCVEF, 3) fines, 4) court costs and surcharges. Contractor shall not retain or profit from any fines, restitution, fees or cost collected from probationers except the probation fees authorized by this Agreement and listed in Exhibit "A".

D. Access to Contractor Records

1.) All records shall be open to inspection upon the request of the affected county, municipality, consolidated government, court, the Department of Audits and Accounts, an auditor appointed by the affected county, municipality, or

consolidated government, Department of Corrections, Department of Community Supervision, State Board of Pardons and Paroles, or the board.

2.) Fiscal Audit: Contractor shall employ an independent auditor to annually audit its records and books pertaining to the services rendered at the courts request. Upon a written request by the court, a copy of this audit shall be provided to the Court and County Governing Authority within 2 months or sixty (60) days of the close of the year audited.

E. Conflict of Interest per O.C.G.A 42-8-109

1.) No private corporation, private enterprise, or private agency contracting to provide probation services under neither the provisions of this article nor any employees of such entities shall engage in any other employment, business, or activity which interferes or conflicts with the duties and responsibilities under contracts authorized in this article.

2.) No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of neither this article nor its employees shall have personal or business dealings, including the lending of money, with probationers under their supervision.

3.) No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor any employees of such entities, shall own, operate, have any financial interest in, be an instructor at, or be employed by any private entity which provides drug or alcohol education services or offers a DUI Alcohol or Drug Use Risk Reduction Program certified by the Department of Driver Services.

4.) No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor any employees of such entities shall specify, directly or indirectly, a particular **DUI Alcohol or a Drug Use Risk Reduction Program** which a probationer may or shall attend. This paragraph shall not prohibit furnishing any probationer, upon request, with the names of certified DUI Alcohol or Drug Use Risk Reduction Programs. Any person violating this paragraph shall be guilty of a misdemeanor.

F. Scope of Services to Probationers by Contractor. Contractor shall provide the following services:

1.) Court Attendance and Probationer Case History. During all court sessions, Contractor shall have Probation Staff attend and interview each offender to complete a case and personal history and to provide orientation and instruction

regarding compliance with the Court's ordered conditions of probation. At orientation, the Probation Staff shall provide a list of all service fees to the probationer.

2.) Supervision. Contractor shall monitor and supervise probationers to ensure compliance with the Court's order of probation. Contractor shall make a supervision assessment of the offender and determine the probationer's reporting schedule.

3.) Restitution, Fine and Fee Collection. Contractor shall collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. Contractor shall provide an itemized ledger prepared in accordance with accepted accounting practices for each month for each case under supervision.

(a) **Indigent Offenders**: Offenders determined by the court to be indigent in accordance with O. C. G.A 42-8-102 shall be supervised at no cost to the probationer or the Court or governing body. Contractor shall schedule an, "Order to Show Cause/Rule Nisi Hearing" to determine the probationers ability to pay and to set a payment schedule for probationer at the courts direction.

(b) **Pay-Only Cases**: Pay-Only cases or the term 'pay-only probation' means a defendant has been placed under probation supervision **solely** because such defendant is unable to pay the court imposed

fines and statutory surcharges when such defendant's sentence is imposed. Such term shall not include circumstances when restitution has been imposed or other probation services are deemed appropriate by the court. When pay-only probation is imposed, the probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision regardless of the number of concurrent or consecutive cases; provided, however, that collection of any probation supervision fee shall terminate as soon as all court imposed fines and statutory surcharges are paid in full; and provided, further, that when all such fines and statutory surcharges are paid in full, the private probation officer, as the case may be, shall submit an order to the court terminating the sentence within 30 days of fulfillment of such conditions. If pay-only probation is subsequently converted to a sentence that requires community service, on petition by a probation officer or private probation officer and with the probationer having an opportunity for a hearing, the court may reinstate probation supervision

fees as necessary to monitor the probationer's compliance with community service obligations.

(c) **Consecutive sentences**: When a defendant is serving consecutive misdemeanor sentences, whether as a result of one case from one jurisdiction or multiple cases from multiple jurisdictions, upon motion by the defendant, the court may discharge such defendant from further supervision or otherwise terminate probation when it is satisfied that its action would be in the best interest of justice and the welfare of society. Such motion shall not be ripe until 12 months after the sentence was entered and every four months thereafter. The defendant shall serve the applicable entity or governing authority that is providing his or her probation services with a copy of such motion. Additionally, when a defendant is serving consecutive misdemeanor sentences the probation officer shall review such case after 12 consecutive months of probation supervision wherein the defendant has paid in full all court imposed fines, statutory surcharges, and restitution and has otherwise completed all testing, evaluations, and rehabilitative treatment programs ordered by the court to determine if such officer recommends early termination of probation. Each such case shall be reviewed every four months thereafter for the same determination until the termination, expiration, or other disposition of the case. If such officer recommends early termination, he or she shall immediately submit an order to the court to effectuate such purpose.

4.) Community Service. The contractor shall coordinate, monitor, and ensure compliance with community service by each probationer as ordered by the Court. The Court may convert fines, statutory surcharges, and probation supervision fees to community service on the same basis as it allows a defendant to pay a fine through community service set at a rate of ten dollars (\$10.00) per hour in accordance with subsection (d) of Code Section 17-10-1. Contractor will maintain records of service participation.

a. Contractor shall not recognize community service hours at any agency that has not been approved by the Court. Agencies may apply to be a community service provider by following the procedures in O.C.G.A. § 42-3-51 and, if accepted by the Court, are governed by the restrictions found therein.

b. Contractor shall ensure that actual and appropriate community service work is performed for the number of hours credited, and properly supervised and certified by a responsible individual at the agency. Probationers shall not be allowed to perform community service under supervision of any relative. Agencies improperly supervising probationers or certifying work not performed or hours not worked shall be removed from the list of approved agencies.

c. Contractor shall maintain a unified master list of agencies which qualify as community service supervision agencies pursuant to O.C.G.A. § 42-3-50, et seq. Furthermore, if the **City of Griffin Municipal Court** or the Spalding County State Court adds or removes a community service agency that such add or removal shall apply to both courts **unless the Chief judge of the stated court overrides the add or removal in writing**. Contractor shall investigate each agency to ensure that the agency provides appropriate community service opportunities with appropriate supervision. Contractor shall immediately report to the Court any violations by each agency so that the Court may consider whether to remove any such agency from its list of approved community service providers.

d. Contractor shall not convert community service to cash or other forms without the express, written approval of the Court, including the specific type and amount of alternative payment or performance.

e. Contractor may require additional reports to probation as a result of delay in beginning or completing community service. If probationer continues to substantially fail to timely perform community service after an initial opportunity to correct the violation, Contractor shall promptly bring the violation to the Court's attention via petition to revoke.

5.) Employment Assistance. The contractor shall prepare referrals and lend reasonable assistance to probationers either to the extent ordered by the Court or to the extent available for probationers desiring employment assistance or counseling.

6.) Drug/Alcohol Screening. The contractor shall coordinate with local authorities and facilities, evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health or psychological counseling, or educational programs mandated by the Court and shall require probationer's compliance. Contractor shall conduct drug and alcohol screens as determined necessary by the Court. The probationer shall be responsible for the costs of all drug or alcohol testing.

a. Whenever a probationer is required by sentence of the Court to obtain an evaluation for substance abuse, anger or violence issues, or other mental health issues, Contractor shall require prompt proof of such evaluation from the probationer within the time limit set by the Court. If no time limit is set by the sentence, Contractor shall require such evaluation within the first 60 days of probation.

b. Whenever a probationer is required by sentence of the Court to obtain counseling for substance abuse, anger or violence issues, or other mental health issues, Contractor shall require prompt proof of such counseling from the probationer within the time limit set by the Court. If no time limit is set by the sentence, Contractor shall require such counseling within the first 60 days of probation, or if the counseling is to follow an evaluation, then within 30 days after obtaining an evaluation.

c. Contractor may require additional reports to probation as a result of delay in beginning or completing evaluation or treatment. If a probationer continues to substantially fail to complete evaluation or obtain treatment after an initial opportunity to correct the violation, Contractor shall promptly bring the violation to the Court's attention via petition to revoke.

d. Contractor shall not require a probationer to undergo drug screens unless probationer's sentence expressly makes probationer subject to drug screens or the probationer's probation officer is able to observe indications that the probationer is intoxicated by alcohol or drugs.

7.) Electronic Monitoring. Contractor when so ordered shall provide and operate a system of electronic home detention monitoring:

8.) Reports of Violations Probation and Revocation Procedures. The contractor shall recommend revocation of probation whenever the probationer has failed to substantially comply with the terms and conditions of probation. The Court shall provide Contractor with direction of what constitutes a substantial failure to comply with probation terms and conditions. Contractor shall prepare probation violation warrants and orders for submission to the Court. Contractor shall have probation officers available to testify at probation revocation hearings, sentencing hearings and such other hearings as deemed reasonable and necessary by the Court. The Court shall provide Contractor direction as to what curative measures should be taken in the case of minor violations.

a. Pre-hearing Arrest Warrants. Except as expressly directed by the Court in a particular case, or in the circumstances following, Contractor shall not request issuance of an arrest warrant for a probationer prior to the hearing based on the following types of violations: failure to pay fines, fees, or other sums; failure to perform community service; failure to attend classes or counseling; failure to obtain mental health evaluations. In these instances, Contractor shall request a pre-warrant revocation hearing before the Court unless other circumstances justify arrest prior to hearing. Providers may request issuance of an arrest warrant for a probationer prior to a hearing based on the following types of violations: commission of a new criminal offense; threats to public safety or the safety of individual persons or property; threats to the safety of victims or contact with a victim in violation of sentence conditions or other court orders; failure to report to probation; failure to appear for court proceedings after due notice; use of alcohol or drugs, testing positive for alcohol or drugs, or refusing or failing to submit to drug screens in violation of a condition of probation; repeat violation of sentence conditions, where lesser sanctions have proven ineffective and limited remaining sentence time makes immediate arrest necessary; technical violations where less than 60 days remain on the sentence; and as specifically directed by the Court.

OBLIGATIONS OF THE COURT OR GOVERNING AUTHORITY

In consideration for the services of Judicial Alternatives of Georgia, Inc the Court shall provide the following:

G. Payment for Contractors Services

For regular probation supervision which includes a minimum of **one (1)** office contact per month and may require as many as **four (4)**, the probationer shall pay a fee of **\$41.00** per month. For intensive probation supervision which includes a minimum of **one (1)** office contact per week and **four (4)** office contacts each month, probationer shall pay a fee of **\$51.00** per month. Contractor shall collect such probation fee for each month a probationer is under probation supervision. A **one (1) month** supervision fee is defined as the date the probationer is placed on probation and runs through the monthly anniversary date each month. If a probationer is supervised past the monthly anniversary date, the probationer will be charged one (1) months supervision fee. During the term of this Agreement and Contractor's satisfactory performance, the Court shall refer all offenders ordered to serve time on probation, to Contractor for purposes of probation supervision services. The probationer shall always be allowed to make greater payments than the minimum required scheduled payments and shall always be allowed to pay restitution, fines, costs, and probation fees in-full without penalty. In cases where the probationer requests to pay probation fees in advance, the probationer will be required to sign an, " Advanced Probation Fees Waiver."

H. Probation Fees

The Court shall make payment of the probation fee a term and condition of the order of probation for each probationer assigned for supervision to Contractor unless the Court determines the probationer to be indigent. The Court shall not be liable for payment of any supervision fee or any program fee of a probationer. A schedule of allowed probation fees shall be attached to the contract as exhibit "A". Contractors can only charge fees found in Exhibit "A".

I. Pre-sentence Investigations

When ordered by the Court, Contractor shall provide a pre-sentence investigation report and Court shall pay to Judicial Alternatives of Georgia, two-hundred and fifty dollars (\$250.00).

J. Access to Criminal Histories

The Court shall assist Contractor in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for Contractor to conduct pre-sentence or probationer investigations as may be requested

K. Notice of Court Sessions

The Court shall provide Contractor **two (2)** days advance notice of all court sessions that Contractor is required to attend. Notice for purposes of this provision may be given by mail, telephone and fax machine.

L. Court Facilities

The Court shall provide to Contractor an area, as available, for conduct of initial interviews and orientation with the probationer on the day of sentencing.

M. Period of Service

This agreement shall commence performance on March 22, 2022 and shall continue until **December 31, 2025**. Either party may terminate this Agreement upon thirty (30) days written notice. The Court and/or Governing Authority may terminate this Agreement immediately for cause, including without limitation material breach of this Agreement, insolvency of Contractor, filing of a voluntary or involuntary case in bankruptcy. Within fifteen (15) working days of termination, the contractor shall peacefully surrender to the Court all records and documents generated by Judicial Alternatives of Georgia, Inc, in connection with this Agreement and the services hereunder and any equipment or supplies assigned to Contractor by the Court. Contractor shall turn over to the Clerk of Court any moneys collected or received less supervision fees validly incurred and duly owing to Contractor through the termination date. Any fines, costs, fees or restitution received by Contractor from probationers of this Court after termination of this Agreement shall be forwarded to the Clerk of Court, other than fees earned by Contractor. The Court shall provide Contractor a receipt for all property surrendered under this provision.

INDEMNITY, INSURANCE, AND BONDING OBLIGATIONS OF CONTRACTOR

N. Insurance and Bond

Contractor shall maintain comprehensive general liability insurance, including acts, errors or omissions and contractual liability insurance, in an amount not less than \$2,000,000. JAG shall furnish continuous proof of insurance coverage as required hereunder, as well as proof of maintaining employee bonds in an amount of \$100,000 per employee.

O. Indemnification

Neither the Court nor the County Governing Authority shall be liable to Contractor nor to anyone who may claim a right resulting from any relationship with **Judicial Alternatives of Georgia, Inc**, for any acts of Contractor, its employees, agents or participants in the performance of services conducted on the property of the **City of Griffin Municipal Court**. Contractor shall indemnify and hold harmless the Court and The City of Griffin, Georgia from any claims, demands, actions, proceedings, expenses, damages, liabilities or losses (including but not limited to attorney's fees and courts costs) and any causes of action arising from any acts or omissions arising out of or in connection with the services performed by **Judicial Alternatives of Georgia, Inc**, or its employees and agents under the terms of this Agreement.

REPRESENTATIONS AND WARRANTIES OF CONTRACTOR

P. Deficiency in Service by Contractor

In the event that the court and/or governing authority determines that there are deficiencies in the services provided by Contractor hereunder, the Court and/or Governing Authority may terminate this Agreement in accordance with Item M or notify the Contractor in writing as to the exact nature of such deficiency. Within **sixty (60) days** of receipt of such notice, the Contractor shall cure or take reasonable steps to cure the deficiencies. In the event the company fails to cure or take reasonable steps to cure the deficiencies to the Court and/or Governing Authority's satisfaction, then either may declare the Contractor in default and may terminate this Agreement.

Q. Time is of the Essence of this Agreement

R. Compliance with the Law

The Contractor shall comply with all federal, state and local laws statutes, regulations and ordinances arising out of or in connection with the performance of its services pursuant to this.

S. Independent Contractor

Contractor is an independent contractor and is not an agent, joint venturer or other affiliate of the **City of Griffin Municipal Court** in any way. Contractor shall use its own employees and agents to perform this Contract. It is agreed that Contractor is solely responsible for payment of all federal, state, and local income taxes, self-employed Social Security taxes, and any other similar obligations arising from the performance of this Agreement or receipt of compensation therefore. The Contractor agrees to indemnify and hold harmless the Court and The City of Griffin, from and against any and all federal, state, or local tax liability or penalties that may arise from the payments made to the Contractor pursuant to this Agreement. The Contractor acknowledges that neither it nor its employees are eligible for any benefits provided by the Court or The City of Griffin to their respective party.

T. Entire Agreement

This Agreement, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Agreement or any waiver of any provision hereto shall be effective unless in writing and signed by all parties to include the court, governing authority, and contractor.

U. Binding Agreement

This Agreement shall not be binding upon any successor to the undersigned Judge of the **City of Griffin Municipal Court**, Georgia and unless ratified by the successor in office. If a successor attains the position of undersigned judge, and this Agreement is not ratified by such successor, then Contractor shall be permitted a reasonable time period, no less than ninety (90) days, in which to wind up its activities. The Court will be deemed not to have ratified the Agreement unless Court gives written notice of ratification within 30 days of taking the oath of The Court has entered into this Agreement in part on the basis of personal reliance in the integrity and qualifications of the staff of Contractor. The same is applicable to change in leadership of the Governing Authority.

Contractor may not delegate, assign or subcontract any obligation of Contractor's performance under the Contract and may not assign any right under this Contract, in either case without Court's written approval. The Court's discretion in this regard shall be absolute.

Any notices made in accordance with this Agreement except as otherwise set out in Item K, shall be in writing and shall be made by registered or certified mail, return receipt requested, to:

Judicial Alternatives of Georgia, Inc.

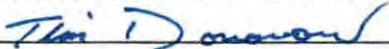
Attn: Tim Donovan
232 Meriwether Street
Griffin, Georgia 30224
Office: (678) 688-2888
Fax: (678) 688-2102

City of Griffin Municipal Court

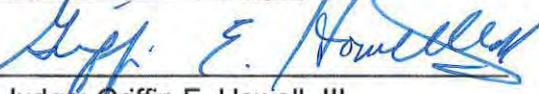
Attn: Judge Griffin E. Howell, III
100 S. Hill St., P.O. Box T
Griffin, GA 30223
Office: (770) 233-4124

IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE EXECUTED THIS AGREEMENT ON THE 22nd DAY OF March, 2022

PROBATION SERVICES CONTRACTOR:

By: 
Name: Tim Donovan
Title: CEO, Judicial Alternatives of Georgia, Inc.

By: 
Name: Douglas S. Hollberg
Title: Mayor
The City of Griffin, Georgia

By: 
Chief Judge: Griffin E. Howell, III
Court: City of Griffin Municipal Court, Georgia

Attest:

Jessica W. O'Connor, Secretary

APPROVED AS TO FORM

THIS 18th DAY OF March, 2022

BY: 
CITY ATTORNEY

Exhibit A

SCHEDULE OF FEES

The following are fees paid by the offender to Judicial Alternatives of Georgia, Inc.

<u>SERVICE</u>	<u>COST OF SERVICE</u>
Regular Probation Supervision	\$41.00 per month, per offender
Intensive Supervision (Requires minimum of 1 weekly contact)	\$51.00 per month, per offender
Pre-Trial Supervision	\$60.00 per month, per offender
<u>ADDITIONAL SERVICES</u>	<u>COST OF SERVICE</u>
Drug Screens (Screens for 8 controlled substances)	\$30.00 per screen <small>(LAB CONFIRMATION TEST)</small>
Electronic Monitoring	\$15.00 per day, per offender
Electronic Monitoring w/Intox	\$20.00 per day, per offender
Anger Management Program	\$175.00 (8 hour course)
“Responsible Behavior”	\$175.00 (8 hour course)
Pre-Sentence Investigation	\$250.00 (Available if requested)



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: SPALDING COUNTY

Service: Coroner

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

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

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

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

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

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

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

Local Government or Authority	Funding Method
Spalding County	General Fund

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:

Agreement Name	Contracting Parties	Effective and Ending Dates
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?

N/A

7. Person completing form: **Steve Ledbetter, PhD, County Manager**
 Phone number: **770-467-4224** Date completed: October 27, 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: SPALDING COUNTY

Service: *Municipal Court*

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

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

- b.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

- c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **City of Griffin**)

- d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

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

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

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

- No**

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

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

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

Local Government or Authority	Funding Method
City of Griffin	General Fund, Grants, User Fees, SPLOST

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

While there is some overlap in service areas due to the concurrent jurisdiction over certain state offenses which could be brought in State Court, Municipal Court is not a duplicated service pursuant to the terms of O.C.G.A. 36-70-24(1) because it provides a higher level of service than the county-wide base service (i.e. Magistrate Court). Additionally, the Municipal Court has exclusive, original jurisdiction where provided by law.

Previous Form 2 titled Court

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

Agreement Name	Contracting Parties	Effective and Ending Dates
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?

N/A

7. Person completing form: **Steve Ledbetter, PhD, County Manager**
 Phone number: **770-467-4224** Date completed: October 27, 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: SPALDING COUNTY

Service: Public Defender

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

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

- b.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

- c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

- 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.): **Spalding County; City of Griffin**

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

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

No

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

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

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

Local Government or Authority	Funding Method
Spalding County	General Fund
City of Griffin	General Fund

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:

Agreement Name	Contracting Parties	Effective and Ending Dates
Jewkes Firm - Juvenile Court	Spalding County	July 1, 2020 - June 30, 2023
Jewkes Firm - State Court	Spalding County	July 1, 2020 - June 30, 2023
Sullivan & Ogletree	City of Griffin	July 1, 2015 - June 30, 2016
		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: **Steve Ledbetter, PhD, County Manager**
 Phone number: **770-467-4224** Date completed: October 27, 2022

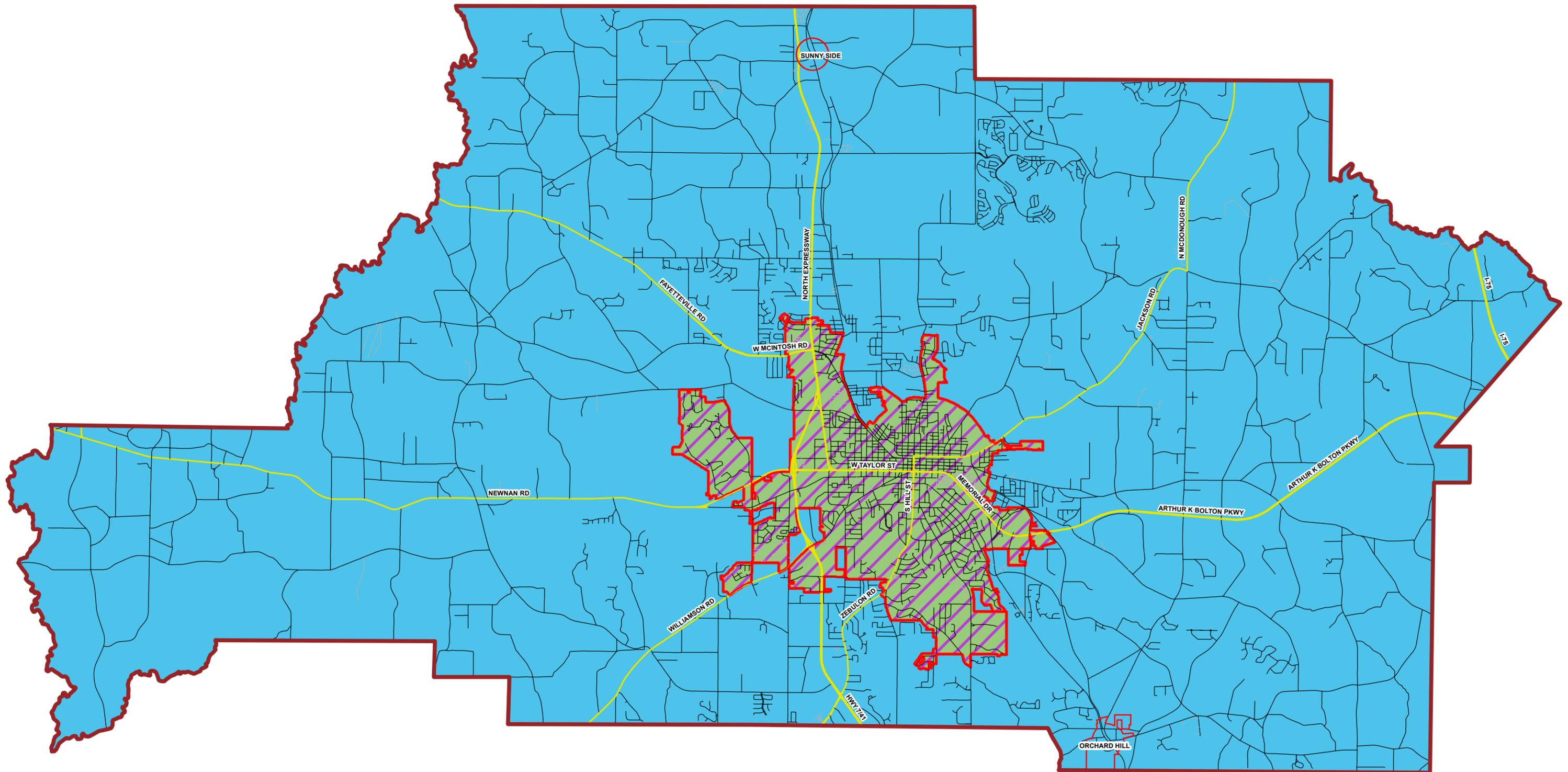
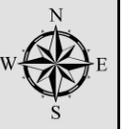
8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

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

Explanation for Continuing Duplication of Service – Public Defender

Pursuant to O.C.G.A. § 36-70-24(1), although the City and the County provide the service of “Public Defender” within their respective geographic boundaries, this service is not considered a duplicated service under the law because (a) a Public Defender is offered by Spalding County as a county-wide service for use within the constitutional courts within Spalding County; and (2) City of Griffin provides a Public Defender service for defendants in Municipal Court, which is a higher level of service than the base level of service provided by the county.

Public Defender Areas



Legend

-  Concurrent Jurisdiction Area
-  City of Griffin Public Defender Area
-  Spalding County Public Defender Area

STATE OF GEORGIA
COUNTY OF SPALDING

CONTRACT
FOR THE PROVISION OF INDIGENT REPRESENTATION FOR JUVENILE
DEPENDENCY ACTIONS IN THE JUVENILE COURT OF SPALDING COUNTY FOR
FISCAL YEARS 2020-2021, 2021-2022 & 2022-2023

THIS AGREEMENT is entered into between Spalding County, Georgia, (hereinafter referred to as "the County"), and THE JEWKES FIRM, LLC, (hereinafter referred to as the "Contractor").

For and in consideration of the mutual benefits flowing to the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

PART I.

GENERAL CONSIDERATIONS

(Pursuant to Excerpt 2.7 - "Guidelines of the Supreme Court for the Operation of Indigent Defense Programs").

TERMINATION OF CONTRACT

This contract is calculated based upon a (3) year renewal term beginning July 1, 2020 and ending June 30, 2021, and June 30th of any subsequent year thereafter, provided that if neither party gives 90 days' notice of their intent not to renew said contract prior to June 30, the contract will automatically be renewed for an additional year. This agreement will terminate on June 30, 2023.

Either party may terminate this Contract for any reason or no reason with 30 days written notice to the other party. However, no termination of this Contract by either party shall result in any clients being unrepresented.

INDEMNIFICATION PROVISION

Contractor covenants and agrees to take and assume all responsibility for the work as defined herein (hereafter "Work") rendered in connection with this Agreement. Contractor shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the Work rendered pursuant to this Agreement. Contractor shall defend, indemnify

and hold harmless Spalding County, Georgia, its officers, boards, commissions, elected and appointed officials, employees, servants, volunteers and agents (hereinafter referred to as "Local Government Parties") from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses, and liability of any kind whatsoever, including, but not limited to, attorneys' fees and costs of defense (hereinafter "Liabilities") which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the contractor or its subcontractors or anyone for whose acts the contractor or its subcontractors may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. This indemnification obligation does not include liabilities caused by or resulting from the sole negligence of Spalding County, Georgia, or the Local Government Parties. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against Spalding County, Georgia, or the Local Government Parties by any employee of the contractor, any subcontractor, anyone directly or indirectly employed by the contractor or its subcontractors or anyone for whose acts the contractor or its subcontractors may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractors under workers' compensation acts, disability benefit acts, or other employee benefit acts. This obligation to indemnify, defend, and hold harmless Spalding County, Georgia, and the Local Government parties shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions that occurred during the performance of the Agreement.

SPECIAL CONSIDERATIONS REGARDING
THE AVOIDANCE OF CONFLICTS OF INTEREST BETWEEN CONTRACTOR AND
CLIENTS

Contractor shall not waive the rights of any client for reasons unrelated to the client's best interest; and Contractor shall not be financially penalized for withdrawing from a case which poses a conflict of interest to the attorney, provided Contractor shall engage qualified counsel for client when a conflict of interest exists or arises. However, prior to representation of a client, Contractor shall identify whether a conflict of interest is present and if so, shall make provisions for

representation which shall cure the conflict, and shall be in the best interest of the client.

SERVICES TO BE PROVIDED

In providing services under the contract, if an individual is deemed indigent as defined by Georgia law because of his/her financial condition, then legal services will be provided under this contract. In determining indigent status, the administrative secretary responsible for all indigent applications will conduct a background check on all applicants to confirm and verify the accuracy and truthfulness of the information provided. Thereafter, using State of Georgia Indigent Guidelines, a determination will be made by the Law Firm of whether the applicant qualifies for indigent representation. Within 48 hours after applying, the person will be notified of his/her status, i.e. whether he/she qualifies or not.

If the indigent qualifies, he/she will immediately be informed of the need to schedule an appointment to discuss his/her case with the attorney handling his/her case. If the applicant does not qualify, the Contractor will assist the person in locating "hired counsel" by supplying the names, address, and telephone number of at least three Griffin attorneys who presently practice juvenile law.

PART II.

REMUNERATION AND OTHER REMAINING CONTRACT TERMS

DEPENDENCY ACTIONS IN THE JUVENILE COURT OF

SPALDING COUNTY, GEORGIA

Contractor shall provide for indigent defense in regard to dependency actions pending in the Juvenile Court of Spalding County. A Dependency Action is defined as any action wherein the State of Georgia through the Department of Family and Children Services, brings legal action in Juvenile Court by the filing of a dependency action alleging the dependency of children. Services shall not include representation of any individual not the parent or legal guardian of the subject child ("parent" shall be defined as an individual who has legitimated the subject child, is the putative biological father of the subject child, or is named as a parent upon the child's birth certificate); and any action filed in Juvenile Court not involving dependency.

Contractor shall receive as remuneration for services rendered the amount of \$189,000.00 for the fiscal year beginning July 1, 2020 and continuing thereafter as provided in Part I of this contract. Services shall provide for both indigent defense of parents as well as

supplying of Guardian Ad Litem services in dependency matters.

GUARDIAN AD LITEM / PLAN ADMINISTRATOR SERVICES FOR CERTAIN JUVENILE DELINQUENCY ACTIONS

In certain juvenile delinquency actions, there could arise the need for the Court to appoint one or more Guardians Ad Litem for the juvenile pursuant to O.C.G.A. §15-11-150 or to appoint a Plan Manager where a juvenile has been declared mentally incompetent pursuant to O.C.G.A. §15-11-650, et seq. This provision is not to be interpreted as providing a Guardian Ad Litem in each and every juvenile delinquency action, but only those select cases where the court finds that it would be in the best interest of the child for one or more Guardians Ad Litem to be appointed.

CONFLICT CASES

In the event of a "conflict of interest" situation wherein it is necessary to retain outside counsel to represent an individual, Contractor shall provide for such legal representation by retaining competent outside local counsel to serve.

APPLICATIONS FOR JUVENILE DEPENDENCIES

It shall be the responsibility of the Contractor to review all submitted applications for Juvenile Court Dependency matters. All applications will be completed and accepted at the Contractor's place of business located in Griffin, Georgia. The applications reviewed will be investigated by the Contractor and a decision by the designated agent for the Contractor will be made regarding whether that person qualifies as "indigent" pursuant to the appropriate State Guidelines. The Contractor will then notify the applicant of whether their application was "approved" or "denied."

HOW PAYMENT OF COMPENSATION SHALL BE MADE

The County agrees to pay to the Contractor for rendering the services described herein during the first year, and any renewal year thereafter, beginning July 1, 2020, in twelve (12) equal monthly installments, annually. Payment by the County shall be in advance provided the invoice from the Contractor be received by the County no later than the twenty-fifth (25th) of the month previous to the month to be paid, and, if received by that date, the County shall pay same by the

fifth (5th) day of the current month. That is to say, as an example, an invoice for the month of January must be received by the County no later than December 25th and it will be paid by the County no later than January 5th.

INDEPENDENT CONTRACTOR

Nothing herein shall be construed to make the Contractor, nor any member or employee thereof, an "employee" of Spalding County. The only relationship created by this contract shall be that of independent contractor; provided however, all attorneys appearing on behalf of the Law Firm shall be officers of the Court. All parties to this contract will comply fully with all Federal, State, and local laws and regulations.

INSURANCE

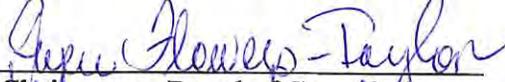
Contractor agrees to provide its own professional liability insurance (malpractice insurance) with an insurance company licensed to do business in the State of Georgia. Said policy shall provide a minimum professional liability coverage of \$2,000,000.00 per claim. In addition, Contractor maintains in effect workers' compensation insurance/coverage in addition to General Liability insurance/coverage in the amount of \$1,000,000.00 per occurrence or a combined single limit of \$2,000,000.00.

SEVERABILITY

If for any reason, any paragraph herein is deemed inapplicable, invalid or unconstitutional for any reason, the remaining portions hereof shall remain in full force and effect. However, in the event this Contract is deemed unconstitutional, unenforceable, or illegal for any reason or purpose by any Court of competent jurisdiction, then in that event, this contract shall be deemed terminated, instantaneously, and each party shall be relieved of its terms and conditions and duty to perform hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, under seal,
by their duly authorized officers this 24 day of June, 2020.

SPALDING COUNTY, GEORGIA


Chairperson, Board of Commissioners


Attest: William P. Wilson, Jr., Clerk

THE JEWKES FIRM, LLC

By: 

STATE OF GEORGIA
COUNTY OF SPALDING

**CONTRACT FOR THE PROVISION OF INDIGENT DEFENSE
FOR THE STATE COURT OF SPALDING COUNTY
FOR FISCAL YEARS 2020-2021, 2021-2022, & 2022-2023**

THIS AGREEMENT is entered into between Spalding County, Georgia, (hereinafter referred to as "the County"), and THE JEWKES FIRM, LLC, (hereinafter referred to as the "Contractor").

For and in consideration of the mutual benefits flowing to the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

PART I.

GENERAL CONSIDERATIONS

(Pursuant to Excerpt 2.7 - "Guidelines of the Supreme Court for the Operation of Indigent Defense Programs").

TERMINATION OF CONTRACT

This contract is calculated based upon a (3) year renewal term beginning July 1, 2020 and ending June 30, 2021, and June 30th of any subsequent year thereafter, provided that if neither party gives 90 days' notice of their intent not to renew said contract prior to June 30th, the contract will automatically be renewed for an additional year. This agreement will terminate on June 30, 2023.

Either party may terminate this Contract for any reason or no reason with 30 days written notice to the other party. However, no termination of this Contract by either party shall result in any clients being unrepresented.

INDEMNIFICATION PROVISION

Contractor covenants and agrees to take and assume all responsibility for the work as defined herein (hereafter "Work") rendered in connection with this Agreement. Contractor shall bear all losses and damages directly or indirectly resulting to it on account of the performance or

character of the Work rendered pursuant to this Agreement. Contractor shall defend, indemnify and hold harmless Spalding County, Georgia, its officers, boards, commissions, elected and appointed officials, employees, servants, volunteers and agents (hereinafter referred to as "Local Government Parties") from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses, and liability of any kind whatsoever, including, but not limited to, attorneys' fees and costs of defense (hereinafter "Liabilities") which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the contractor or its subcontractors or anyone for whose acts the contractor or its subcontractors may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. This indemnification obligation does not include liabilities caused by or resulting from the sole negligence of Spalding County, Georgia, or the Local Government Parties. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against Spalding County, Georgia, or the Local Government Parties by any employee of the contractor, any subcontractor, anyone directly or indirectly employed by the contractor or its subcontractors or anyone for whose acts the contractor or its subcontractors may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractors under workers' compensation acts, disability benefit acts, or other employee benefit acts. This obligation to indemnify, defend, and hold harmless Spalding County, Georgia, and the Local Government parties shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions that occurred during the performance of the Agreement.

SPECIAL CONSIDERATIONS REGARDING THE AVOIDANCE OF CONFLICTS OF INTEREST BETWEEN CONTRACTOR AND CLIENTS

Contractor shall not waive the rights of any client for reasons unrelated to the client's best interest; and Contractor shall not be financially penalized for withdrawing from a case which poses a conflict of interest to the attorney. However, prior to representation of a client, Contractor shall identify whether a conflict of interest is present and if so, shall make provisions for representation which shall cure the conflict, and shall be in the best interest of the client.

SERVICES TO BE PROVIDED

In providing services under the contract, if a criminal defendant is deemed indigent as defined by Georgia law because of his/her financial condition, then legal services will be provided under this contract. In determining indigent status, the administrative secretary responsible for all indigent applications will conduct a background check on all applicants to confirm and verify the accuracy and truthfulness of the information provided. Thereafter, using State of Georgia Indigent Guidelines, a determination will be made by the Law Firm of whether the applicant qualifies for indigent representation. Within 48 hours after applying, the person will be notified of his/her status, i.e. whether he/she qualifies or not. If the indigent qualifies, he/she will immediately be informed of the need to schedule an appointment to discuss his/her case with the attorney handling his/her case. If the applicant does not qualify, the Contractor will assist the person in locating "hired counsel" by supplying the names, address, and telephone number of all Griffin attorneys who presently practice criminal law.

As to those cases which are unable to post bond, a representative of the Contractor will conference with the person at the jail regarding their pending charges within 72 hours after qualifying for indigent representation. In any case in which the indigent defendant is unable to post bond, Contractors will file a bond motion (usually a Motion for Own Recognizance Bond), within three business days of receiving notice of the appointment and will schedule a hearing, if necessary, within the following two weeks.

PART II.

REMUNERATION AND OTHER REMAINING

CONTRACT TERMS

INDIGENT DEFENSE FOR THE STATE COURT OF

SPALDING COUNTY, GEORGIA

Contractor shall provide for indigent defense in regard to misdemeanor criminal actions in the State Court of Spalding County, with the exception of violations of the Spalding County Code of Ordinances . This contract does provide and include the representation of individuals charged with misdemeanor violation of probation as set out below. In addition, for those cases which charge a person with both a felony as well as a misdemeanor, the Circuit Public Defenders Office shall

retain full responsibility of representation over such case and the Contractor shall not be responsible for the representation of the individual on the misdemeanor charge or charges.

Contractor shall provide legal services to those individuals charged with misdemeanor Violations of Probation and who are incarcerated and determined to be indigent. Contractor shall receive as remuneration for services rendered the amount of \$300,000.00 for the fiscal year beginning July 1st, 2020, and continuing thereafter as provided for in Part I.

APPLICATIONS FOR STATE COURT

It shall be the responsibility of the Contractor to review all submitted applications for State Court misdemeanors. All applications will be completed and accepted at the Contractor's place of business located in Griffin, Georgia. The applications reviewed will be investigated by the Contractor and a decision by the designated agent for the Contractor will be made regarding whether that person qualifies as "indigent" pursuant to the appropriate State Guidelines. The Contractor will then notify the applicant of whether their application was "approved" or "denied".

HOW PAYMENT OF COMPENSATION SHALL BE MADE

The County agrees to pay to the Contractor for rendering the services described herein during the first year, and any renewal year thereafter, beginning July 1, 2020, in twelve (12) equal monthly installments, annually. Payment by the County shall be in advance provided the invoice from the Contractor be received by the County no later than the twenty-fifth (25th) of the month previous to the month to be paid, and, if received by that date, the County shall pay same by the fifth (5th) day of the current month. That is to say, as an example, an invoice for the month of January must be received by the County no later than December 25th and it will be paid by the County no later than January 5th.

INDEPENDENT CONTRACTOR

Nothing herein shall be construed to make the Contractor, nor any member or employee thereof, an "employee" of Spalding County. The only relationship created by this contract shall be that of independent contractor; provided however, all attorneys appearing on behalf of the Law Firm shall be officers of the Court. All parties to this contract will comply fully with all Federal, State, and local laws and regulations.

INSURANCE

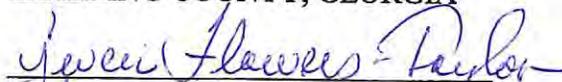
Contractor agrees to provide its own professional liability insurance (malpractice insurance) with an insurance company licensed to do business in the State of Georgia. Said policy shall provide a minimum professional liability coverage of \$2,000,000.00 per claim. In addition, Contractor maintains in effect workers' compensation insurance/coverage in addition to General Liability insurance/coverage in the amount of \$1,000,000.00 per occurrence or a combined single limit of \$2,000,000.00.

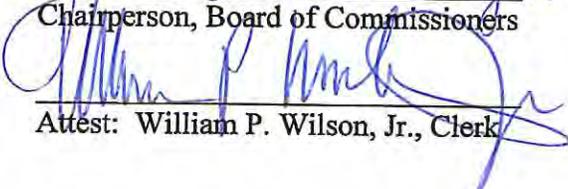
SEVERABILITY

If for any reason, any paragraph herein is deemed inapplicable, invalid or unconstitutional for any reason, the remaining portions hereof shall remain in full force and effect. However, in the event this Contract is deemed unconstitutional, unenforceable, or illegal for any reason or purpose by any Court of competent jurisdiction, then in that event, this contract shall be deemed terminated, instantaneously, and each party shall be relieved of its terms and conditions and duty to perform hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, under seal, by their duly authorized officers this 24 day of June, 2020.

SPALDING COUNTY, GEORGIA


Chairperson, Board of Commissioners


Attest: William P. Wilson, Jr., Clerk

THE JEWKES FIRM, LLC

By: 

STATE OF GEORGIA

COUNTY OF SPALDING

**CONTRACT FOR THE PROVISION OF INDIGENT DEFENSE
FOR THE MUNICIPAL COURT OF GRIFFIN, GEORGIA**

THIS AGREEMENT is entered into between the **City of Griffin**, a Georgia municipal corporation, (hereinafter referred to as "the City"), and the law firm of **SULLIVAN & OGLETREE, PC**, (hereinafter referred to as "the Law Firm"). For and in consideration of the mutual benefits flowing to the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

-1-

The Law Firm is hereby retained by the City as an independent contractor to provide an Indigent Defense Program for the Municipal Court of Griffin. The term of this Agreement shall be for a one (1) year period, beginning on July 1, 2015 and continuing until the 30th day of June, 2016, at which time it shall renew unless terminated as hereinafter provided. Either party hereto may terminate this contract for convenience upon giving ninety (90) days written notice to the opposite party. Each party hereto may terminate the contract for cause thirty (30) days after written notice of default if the default is not cured within said thirty days from notice.

-2-

DESCRIPTION OF SERVICES

The Law Firm will provide legal services to indigent defendants appearing before the Municipal Court of Griffin, Georgia, for all misdemeanor criminal or quasi-criminal matters, including traffic offenses, whether charged as violations of State law or ordinance. This contract expressly excludes representation in any matters involving zoning, housing, building,

environmental, or other code enforcement matters and any non-traffic or non-quasi-criminal offenses for which violators may only be fined and not sentenced to a term of imprisonment.

In providing services under this contract, if a criminal defendant is deemed indigent as defined by State of Georgia Indigent Defense Guidelines, legal services will be provided under this contract. In determining indigent status, the Court administrator responsible for all indigent applications will conduct a background check on applicants to confirm and verify the accuracy and truthfulness of the information provided. Thereafter, using State of Georgia Indigent Guidelines, a determination will be made by the Law Firm of whether the applicant qualifies for representation. Within 48 hours after applying, the person will be notified of his status, whether he/she qualifies or not. If the indigent qualifies, he/she will immediately be given written notice of the need to schedule an appointment to discuss his/her case with the attorney handling his/her case. If the applicant does not qualify, the Law Firm will assist the person in locating "retained counsel" by supplying the names, address, and telephone number of all Griffin area attorneys who presently practice criminal law.

-3-

LEGAL CONFLICTS

If the Law Firm has a legal conflict in representing a criminal indigent defendant, it shall be the Law Firm's responsibility to employ competent outside counsel to represent the criminal defendant. Fees for retaining outside counsel shall be borne by the Law Firm from contract fees paid by the City. The City shall not be required to make any additional payments whatsoever for outside counsel in the event of a legal conflict.

COMPENSATION

The City agrees to pay to the Law Firm for rendering the services described herein the sum of \$ 45,000.00, in twelve (12) equal monthly installments, paid at the first of each month. The invoice from the Law Firm must be received by the City not later than the twenty fifth (25th) of the month previous to the month to be paid and, if received by that date, the City will pay same by the fifth (5th) day of the current month. That is to say, as an example, an invoice for the month of August must be received by the City no later than July 25th and it will be paid by the City no later than August 5th.

INDEPENDENT CONTRACTOR

Nothing herein shall be construed to make the Law Firm, nor any member or employee thereof, an "employee" or agent of the City of Griffin. The only relationship created by this contract shall be that of independent contractor; provided however, all attorneys appearing on behalf of the Law Firm shall be members in good standing of the State Bar of Georgia and shall be officers of the Municipal Court. All parties to this contract will comply fully with all Federal, State, and local laws and regulations.

INSURANCE

The Law Firm agrees to provide and maintain throughout the contract period professional liability insurance (malpractice insurance) with an insurance company licensed to do business in the State of Georgia. Said policy shall provide a minimum liability coverage of \$1,000,000 per claim, no aggregate.

EXPENSES TO BE REIMBURSED BY THE CITY

During the performance of their duties as public defenders, lawyers will incur certain expenses that shall be paid directly by the City. These expenses include court reporting, transcription costs, costs incurred in reproducing files and documents, and interpreter costs. If such costs are paid by the Law Firm, they shall be reimbursed by the City, upon invoice. Investigation and process service required by defense counsel shall be included in contract service at no additional charge.

SEVERABILITY

If for any reason, any paragraph or other portion of this document is deemed inapplicable, invalid or unconstitutional for any reason, the remaining portions hereof shall be remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal, by their duly authorized officers this 30th day of July, 2015.

CITY OF GRIFFIN, GEORGIA

SULLIVAN & OGLETREE, P.C.

By: [Signature]
Chairperson

By: [Signature]
For the Firm

Attest: [Signature]
Secretary

(Seal)

Reviewed and approved as to form:

By: [Signature]
City Attorney

COMMUNITY DEVELOPMENT



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: SPALDING COUNTY

Service: Graphical Interface Services (GIS)

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

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

- b.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

- c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):

- d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Spalding County; City of Griffin**

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

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

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

- No**

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

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

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

Local Government or Authority	Funding Method
Spalding County	General Funds
City of Griffin	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:

Agreement Name	Contracting Parties	Effective and Ending Dates
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?

N/A

7. Person completing form: **Steve Ledbetter, PhD, County Manager**
 Phone number: **770-467-4224** Date completed: October 27, 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:

**ADDENDUM TO SUMMARY OF SERVICE DELIVERY
ARRANGEMENTS – Graphical Interface Services (GIS)**

**Part 2. – Reason for Continuation of Arrangement Despite Overlapping
Service Areas and Duplicate Services**

Pursuant to the terms of O.C.G.A. 36-70-24(1), GIS is not a duplicated service because the City's GIS service provides a higher level of service than the county-wide base GIS service related to elections, property tax collections and billing, tax appraisal and assessment, among other county-wide functions. The City's GIS service provides services related to municipal elections and mapping, including mapping of utility infrastructure within the City limits.



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: SPALDING COUNTY

Service: *Planning, Zoning, and Building Inspections*

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.): **Spalding County (Unincorporated, Sunny Side, Orchard Hill); City of Griffin**

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

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

No

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

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

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

Local Government or Authority	Funding Method
Spalding County	User Fees, General Funds, Grants
City of Griffin	General Funds, User Fees, Grants

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

Previously Form 2 titled Planning

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

Agreement Name	Contracting Parties	Effective and Ending Dates
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?

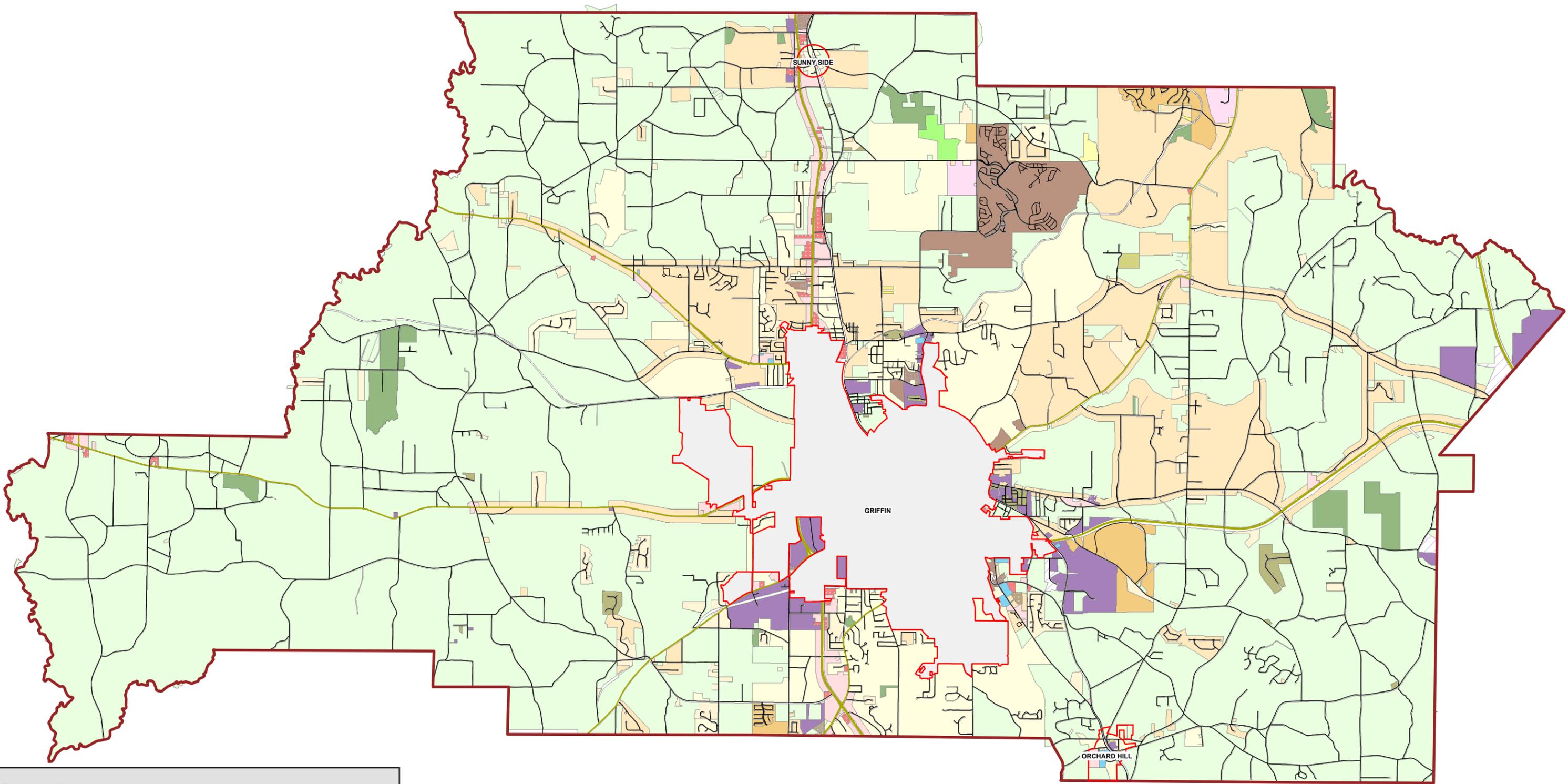
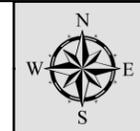
N/A

7. Person completing form: **Steve Ledbetter, PhD, County Manager**
 Phone number: **770-467-4224** Date completed: October 27, 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:

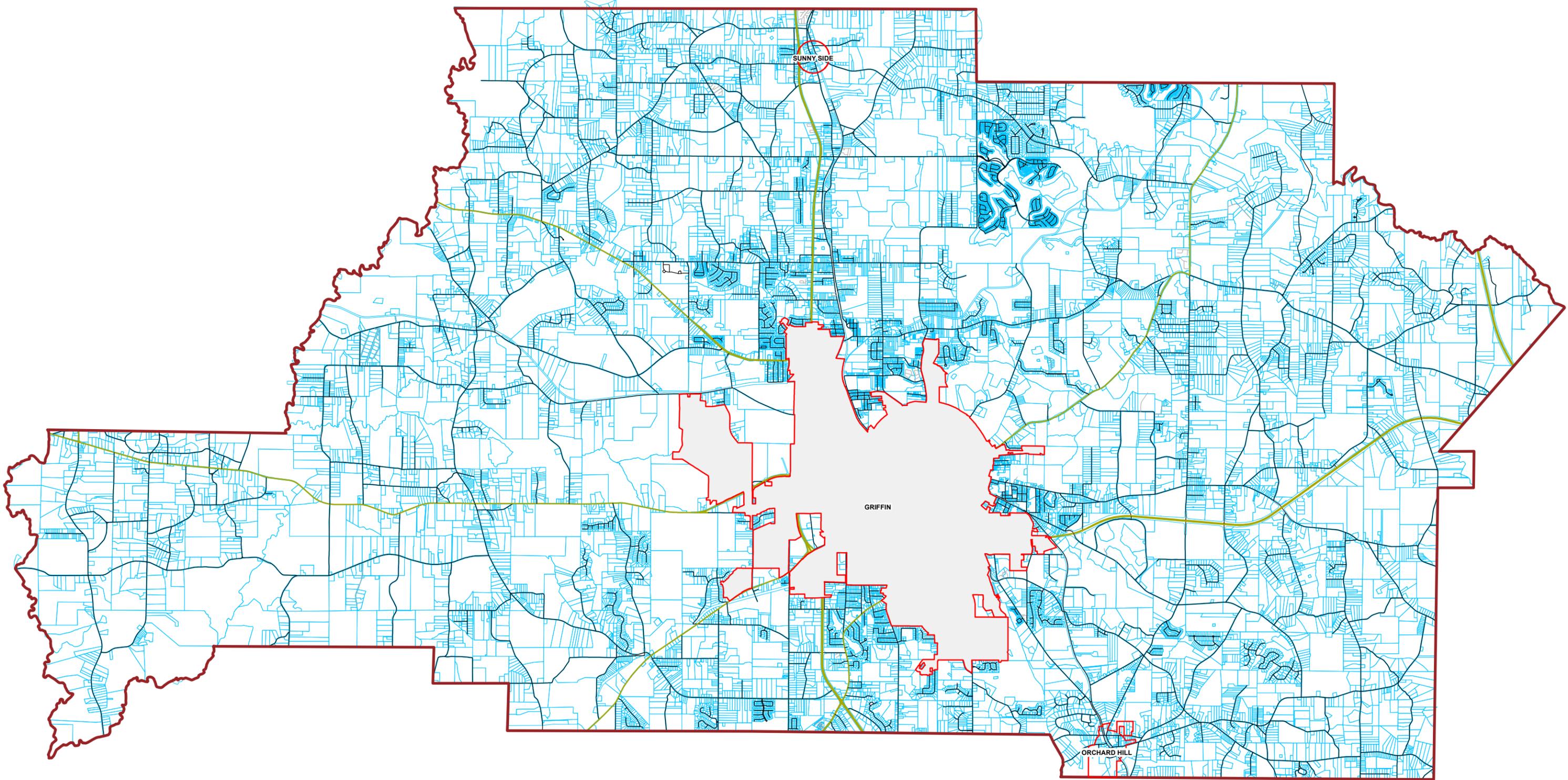
Spalding County Zoning



Legend

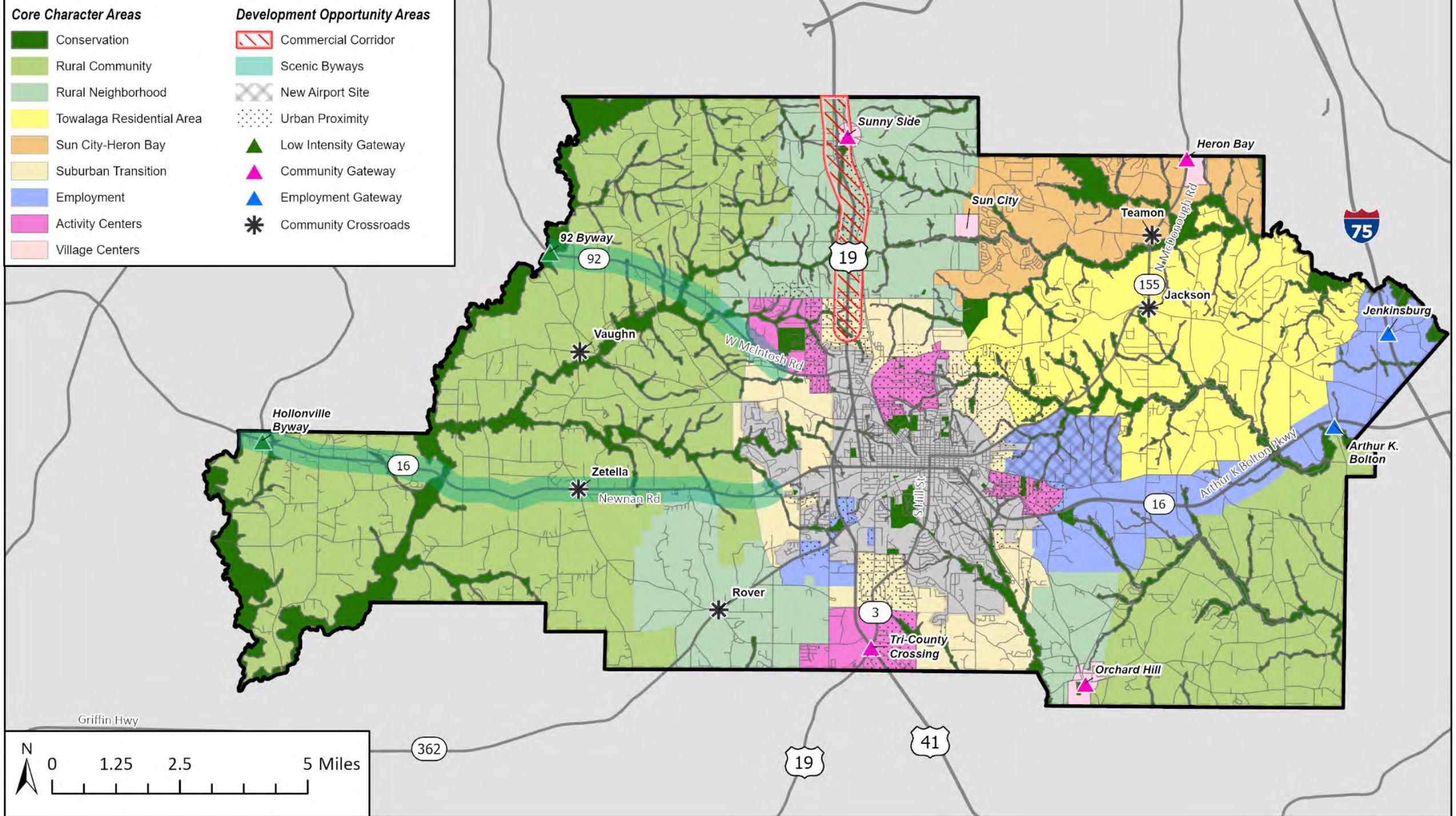
AAR	C1	C2	PRRRD	R2A	R6
AR1	C1A	C3	R1	R3	VN
AR2	C1B	OI	R1A	R4	
AT	C1C	PDD	R2	R5	

Spalding County Parcels

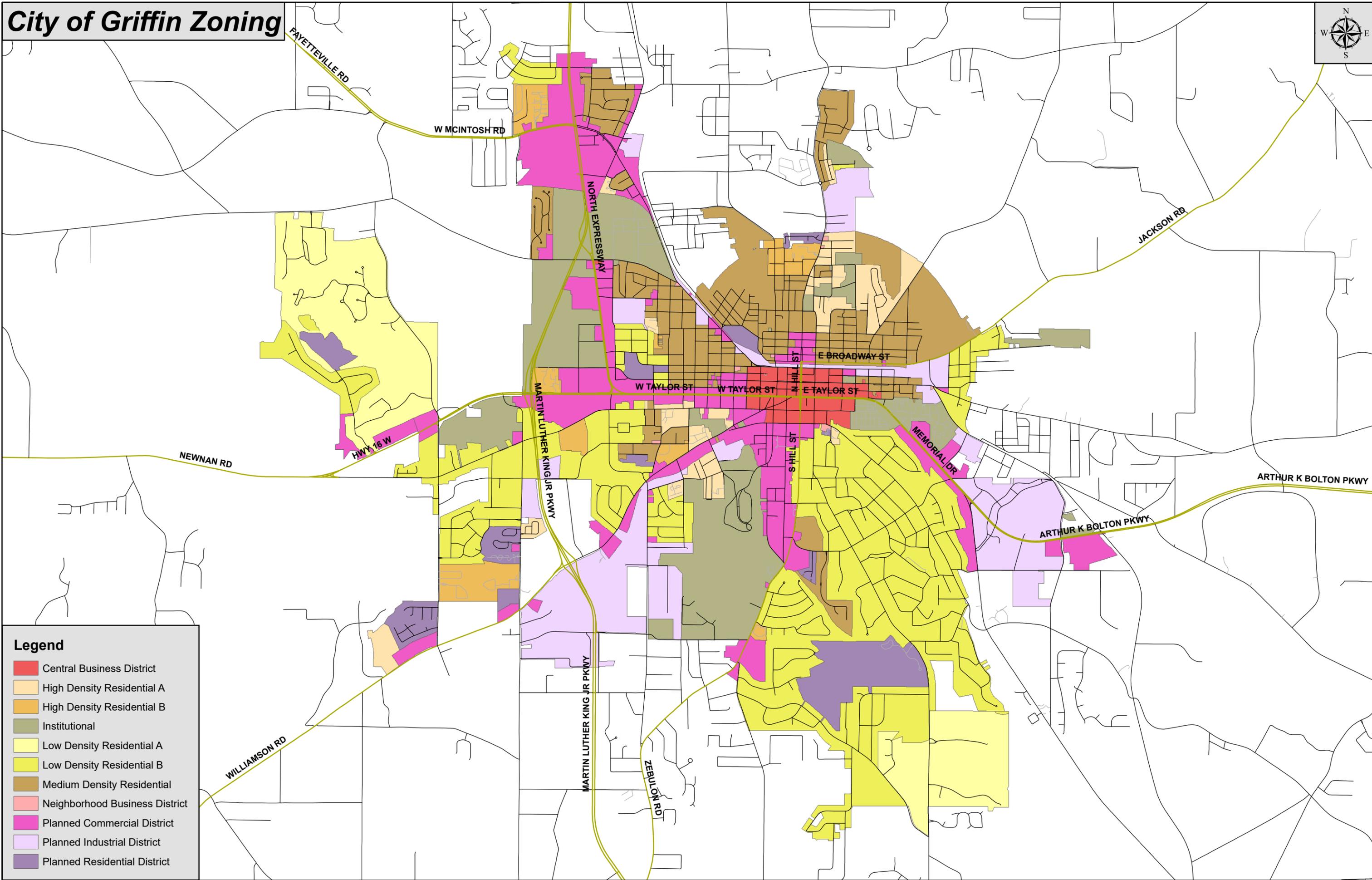
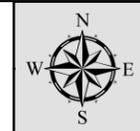


Legend

 County Parcels



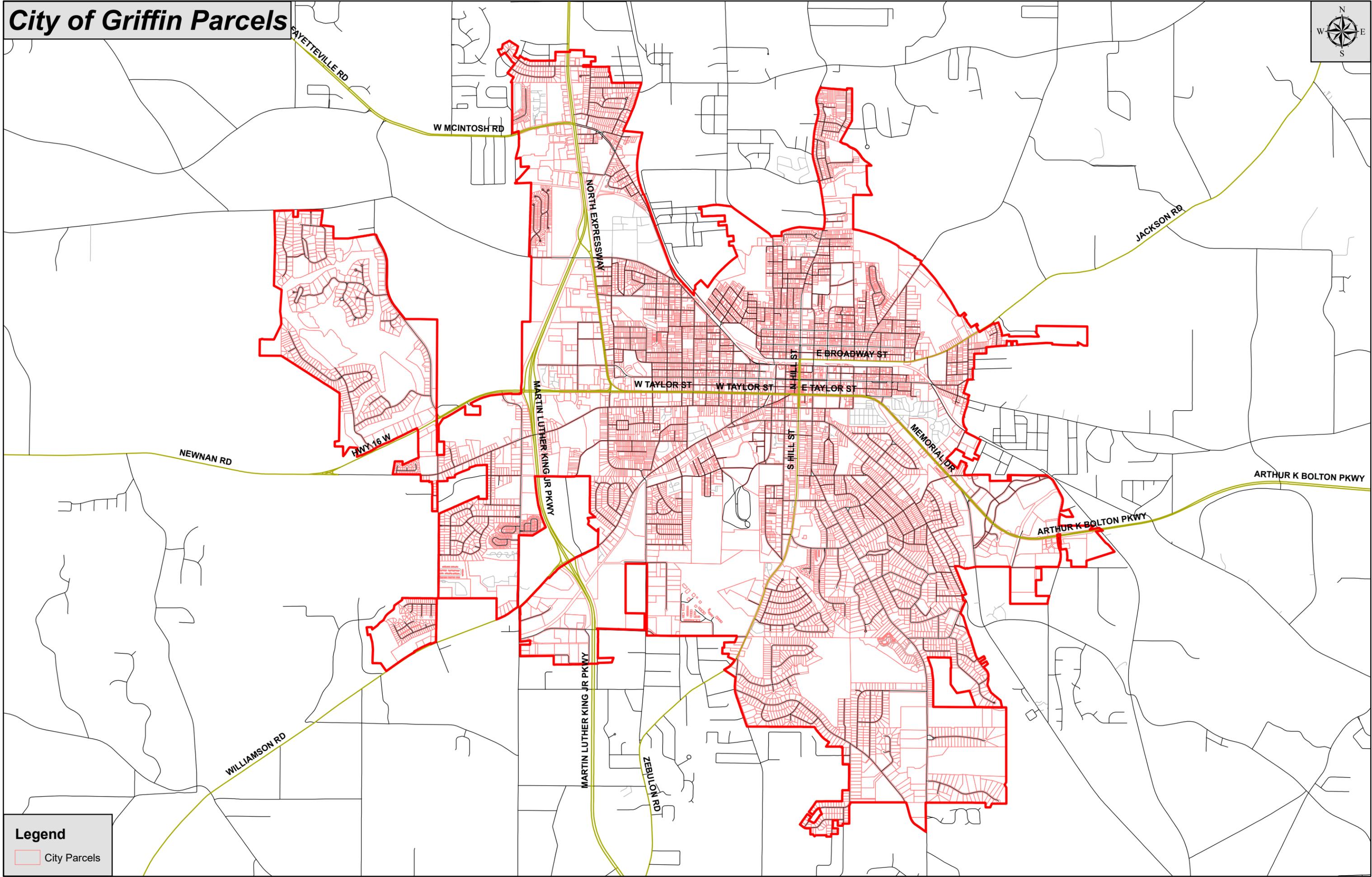
City of Griffin Zoning



Legend

- Central Business District
- High Density Residential A
- High Density Residential B
- Institutional
- Low Density Residential A
- Low Density Residential B
- Medium Density Residential
- Neighborhood Business District
- Planned Commercial District
- Planned Industrial District
- Planned Residential District

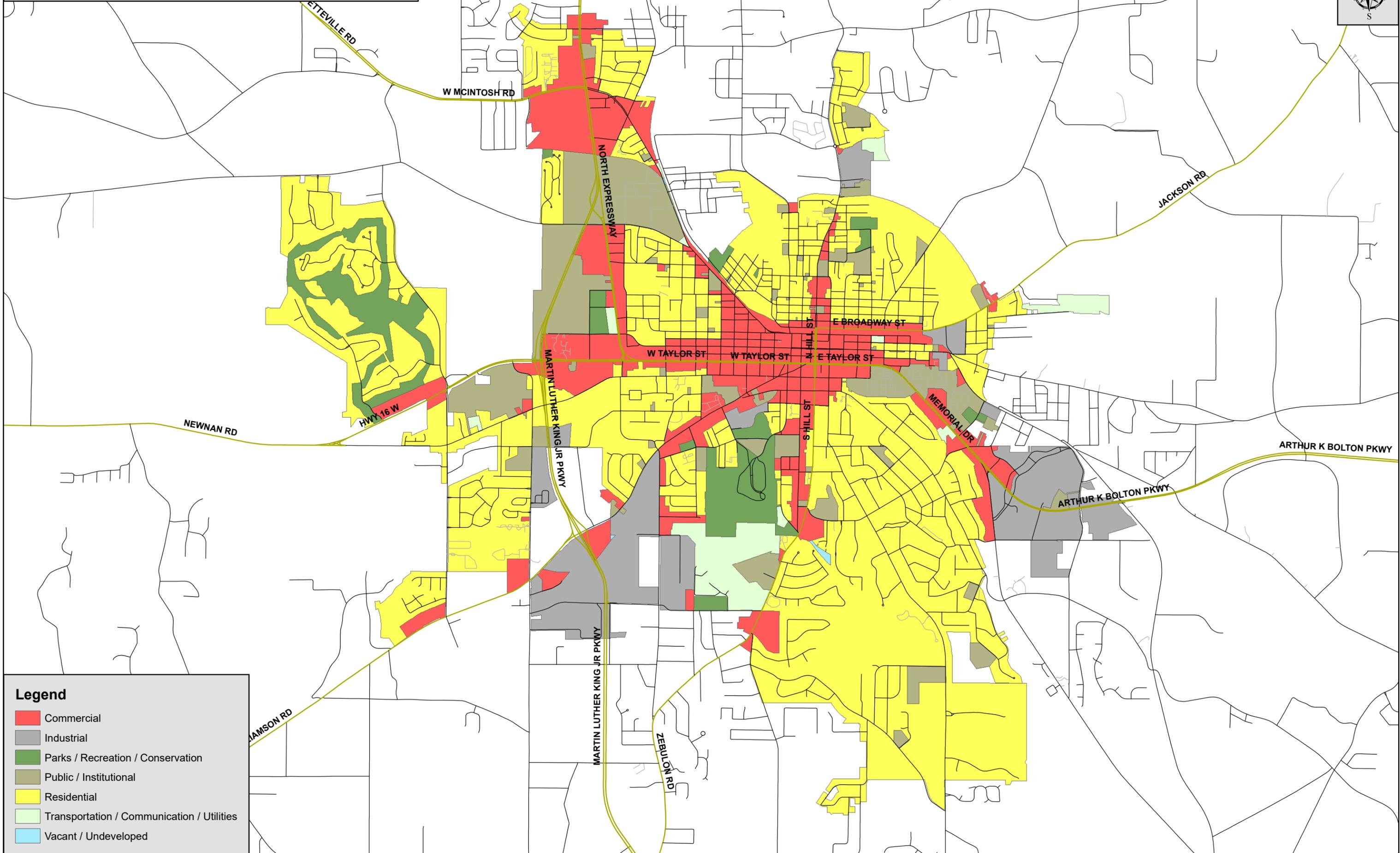
City of Griffin Parcels



Legend

- City Parcels

City of Griffin Future Land Use



Legend

- Commercial
- Industrial
- Parks / Recreation / Conservation
- Public / Institutional
- Residential
- Transportation / Communication / Utilities
- Vacant / Undeveloped

E-911, 800MHz, INTERNET, COMMUNICATION



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: SPALDING COUNTY

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

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

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

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

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

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Spalding County	General Funds, User Fees, Grants, Impact 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>
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?

N/A

7. Person completing form: **Steve Ledbetter, PhD, County Manager**
 Phone number: **770-467-4224** Date completed: October 27, 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: SPALDING COUNTY

Service: 800 MHZ Radios

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

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

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

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

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

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

Local Government or Authority	Funding Method
Spalding County	General Funds, User Fees, Grants, SPLOST
City of Griffin	Enterprise Funds, General Funds, Grants

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:

Agreement Name	Contracting Parties	Effective and Ending Dates
IGA-800 MHZ	Spalding County and City of Griffin	November 1, 2022
		June 30, 2024

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: **Steve Ledbetter, PhD, County Manager**
 Phone number: **770-467-4224** Date completed: October 27, 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 SPALDING.

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
COUNTY OF SPALDING, GEORGIA
AND
CITY OF GRIFFIN, GEORGIA**

THIS AGREEMENT, made and entered this 1st day of November, 2022, by and between the COUNTY OF SPALDING, a political subdivision of the State of Georgia (hereafter the "County") and the CITY OF GRIFFIN, a Georgia municipal corporation situated within Spalding County, Georgia (hereafter the "City"), provides as follows:

1.

This writing (hereafter referred to as "the Agreement" or "IGA") shall constitute a binding, legal contract by and between the parties hereto, in accordance with the authority granted by Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia. The obligations of the parties hereunder shall constitute general obligations to which the full faith and credit of each governmental entity is hereby pledged, including, if necessary, the levy of ad valorem taxes. Each of the parties herein covenants that it has the requisite legal authority to provide the services, perform the functions, construct and operate the facilities and equipment, and otherwise do all things necessary, convenient, and expedient to carry out the obligations and responsibilities herein set forth, either expressly or by reasonable implication. Said parties further covenant that all conditions or acts required by law to authorize said agreement have been met or performed. This agreement shall constitute a valid, binding and enforceable obligation of each party and all assertable immunities and defenses, if any, are hereby waived as to the opposing party. The parties further covenant that they will uphold and defend the validity and enforceability of this agreement in any proceeding in which it may be challenged.

2.

The County is the owner and operator of an 800 MHz radio communications system (hereafter the "system") having sufficient capability to service the needs of the system users. The system infrastructure was financed and constructed through the proceeds of a countywide SPLOST. The purpose of this Agreement is to define and establish a basis for addressing administrative, operational costs, and future maintenance of the system.

3.

TERM: This Agreement shall commence on July 1, 2023 and shall automatically renew for additional terms of one (1) year unless terminated as provided herein. At any time, following July 1, 2023, either party may give written notice to the opposing party of their intention to terminate this Agreement. Such notice shall be delivered to all parties and officers of the parties as set forth herein. Termination shall occur one (1) year after the date of receipt of such notice. A Satisfaction and Release Agreement has been separately executed by the parties defining the services provided and to be provided prior to July 1, 2023.

4.

COST ALLOCATION METHOD: The parties agree that annual cost of operating and maintaining the County radio system (derived from three distinct areas: infrastructure maintenance and warranty contracts, tower site rents and utilities, and unforeseen charges directly related thereto), shall be reimbursed by the City based upon a fee of \$30.79 per user device/per month for all non-public safety devices. Public Safety is defined as police and fire only.

5.

PAYMENT TERMS: On or before June 30, 2023, the City shall make an annual payment to the County, based upon \$30.79 per user device assigned to the City, per month, for use of the non-public safety devices for the period July 1, 2023 through June 30, 2024. The rental rate for any extensions past June 30, 2024 will be at a rate agreed upon between the parties on a per user per device basis, with any change being agreed to in writing at least 30 days prior to the end of the fiscal year. If no rate is agreed upon the rate shall continue at \$30.79 per month per user device assigned to the City. The parties agree to cooperate with each other in maintaining a monthly inventory of radio units assigned to the City during the term of this Agreement. Any payment not paid in full within thirty (30) days of its due date shall thereafter bear interest from the due date, at the rate of Three (3.0%) percent per annum (simple, not compounded) until paid in full, unless the delay is caused by the County's failure to remit to the City a timely invoice. Failure to remit payment when due shall be a term of default of this Agreement and may result in deactivation of non-emergency devices.

6.

NOTICES: Whenever written notice is required to be given by this Agreement, notice shall be effective, as of the date of delivery, if personally served, or statutory overnight delivery as follows:

COUNTY OF SPALDING, GEORGIA

c/o County Manager
Spalding County Annex
119 East Solomon Street
Griffin, GA 30223

With copy to: County Attorney

CITY OF GRIFFIN, GEORGIA
c/o City Manager One Griffin Center
100 S. Hill Street, Third Floor Griffin, GA 30223

With copy to: City Attorney

7.

This writing represents the full agreement of the parties hereto as to the subject matter treated and supersedes all prior negotiations or discussions not expressly set forth herein. This Agreement may only be altered, modified, or amended in a writing signed by all parties and dated subsequent to the initial date of execution. This Agreement shall be interpreted and enforced in accordance with the law of the State of Georgia.

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

COUNTY OF SPALDING, GEORGIA

By: Clay Davis
Chair

Attest: Kathy Wilson
Clerk

(SEAL)

Approved as to form:

By: SSW
County Attorney

CITY OF GRIFFIN, GEORGIA

By: [Signature]
Mayor Pro Temp

Attest: [Signature]
Secretary

(SEAL)

Approved as to form:

By: Andrew Whalen, III
City Attorney

SATISFACTION & RELEASE AGREEMENT

This Satisfaction & Release Agreement (hereafter, "Agreement") is made and entered into this 27th day of October, 2022, by and between COUNTY OF SPALDING, a political subdivision of the State of Georgia (hereafter, "County") and the CITY OF GRIFFIN, a Georgia municipal corporation situated within Spalding County, Georgia (hereafter, "City"), provides as follows:

RECITALS

WHEREAS, the County is the owner and operator of an 800 MHz radio communications system (hereafter, "System"). The system infrastructure was financed and constructed through the proceeds of a countywide SPLOST;

WHEREAS, during the period between July 1, 2018 through the effective date of this Agreement, the County provided the City with radio devices for use by non-public safety personnel, defined as any City personnel other than police or fire, and incurred annual costs of operating and maintaining the County radio system for which the County was not compensated;

WHEREAS, the City and County desire to enter into an Agreement whereby the City would make a one-time payment in exchange for full release and satisfaction of the County's claims or demands arising from the City's use of non-public safety radios from July 1, 2018 through end of Fiscal Year 22-23 (June 30, 2023);

KNOW ALL MEN BY THESE PRESENTS, that the County and City understand and agree as follows:

1. For and in sole consideration of the sum of FIFTY THOUSAND FIVE HUNDRED FORTY-FOUR DOLLARS (\$50,544.00) in hand paid, the receipt of which is hereby acknowledged, has remised, released and forever discharged the

City of and from any and all claims, demands, rights and causes of action arising from the City's use of non-public safety radios during the period from July 1, 2018 through the end of Fiscal Year 22-23 (June 30, 2023).

2. The City shall may make payment of the full sum on or before December 31, 2022.
3. This Agreement is a compromise of a disputed claim, and the payment of the above-stated consideration is not an admission of liability on part of the City, by whom liability is expressly denied, and shall not be construed, deemed, or used as an admission of liability for any purpose whatsoever.
4. The terms of the City's use of the County's System for non-public safety devices for any period following June 30, 2023 shall be governed by a separate Intergovernmental Agreement.

IN WITNESS WHEREOF, the undersigned has set his hand and seal, the day and year first above written.

COUNTY OF SPALDING, GEORGIA

By: Clay Davis
Chair

Attest: Kathey Peterson
Clerk
(SEAL)

Approved as to form:
By: SSW
County Attorney

CITY OF GRIFFIN, GEORGIA

By: [Signature]
Mayor Pro Temp

Attest: Jessica L. Lauer
Secretary
(SEAL)

Approved as to form:
By: Andrew Whalen, III (WEP)
City 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: SPALDING COUNTY

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

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

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

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

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

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

Local Government or Authority	Funding Method
Spalding County	General Funds
City of Griffin	General Funds, 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:

Agreement Name	Contracting Parties	Effective and Ending Dates
IGA	Spalding County and City of Griffin	07/01/2016-06/30/2026

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: **Steve Ledbetter, PhD, County Manager**
 Phone number: **770-467-4224** Date completed: October 27, 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 SPALDING

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF GRIFFIN, GEORGIA
AND THE
COUNTY OF SPALDING, GEORGIA**

This Agreement made and entered into this 20th day of June, 2016, by and between the City of Griffin, Georgia (hereinafter "City") and the County of Spalding, Georgia (hereinafter "County") for the purpose of defining the Information Technology services the City will provide to the County.

This Agreement shall have a term of ten years, commencing July 1, 2016 and terminating on June 30, 2026.

This writing (hereafter referred to as the "Agreement" or "IGA") shall constitute a binding, legal contract by and between the parties hereto, in accordance with the authority granted by Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia. The obligations of the parties hereunder shall constitute general obligations to which the full faith and credit of each governmental entity is hereby pledged, including, if necessary, the levy of ad valorem taxes, if applicable. Each of the parties herein covenant that it has the requisite legal authority, financing, and staffing to provide the services, perform the functions, construct and operate the facilities and equipment, and otherwise do all things necessary, convenient, and expedient to carry out the obligations and responsibilities herein set forth, either expressly or by reasonable implication. Said parties' further covenant that all conditions or acts required by law to authorize said agreement have been met or performed. This agreement shall constitute a valid, binding and enforceable obligation of each party and all assertable immunities and defenses, if any, are hereby waived as to the opposing party. The parties covenant that they will uphold and defend the validity and enforceability of this agreement in any proceeding in which it may be challenged.

Section A: OSSI CAD: The parties mutually agree that the City of Griffin shall install a Fiber Optic cable from the Police Department located at 868 W Poplar St, Griffin, Georgia to the 911 Center located at 1438 Meriwether Street, Griffin, Georgia providing a communication fiber optic network connecting the 911 Center to the City of Griffin server room located at 100 South Hill St, Griffin, Georgia. This fiber optic network will be a dedicated circuit from the City of Griffin server room to the 911 Center with the ability to communicate between sites at up to gig speed. Upon completion of the fiber optic network Spalding County agrees to upgrade the HTE Computer Aided Dispatch (CAD) system located at 1438 Meriwether Street, Griffin, Georgia, to the current OSSI CAD System at the County's expense. In addition to the CAD the Mobile Data, Jail Management System, and Records Management Systems for use by Spalding County Sheriff Department will be added to the existing OSSI virtualized server platform owned, operated and managed by the City of Griffin located at 100 South Hill St, Griffin, Georgia. The CAD will continue to be administratively managed and

operated by the Spalding County 911 personnel located at 1438 Meriwether Street. The Spalding County OSSI CAD, Mobile Data, Jail Management System, and Records Management Systems software fielded on City of Griffin virtualized server platform located at 100 South Hill St, Griffin, Georgia will be technically managed by City of Griffin IT Department located at 100 South Hill Street. Spalding County Sheriff's application data and records will be managed and administered by Spalding County Sheriff personnel.

Each entity will be financially responsible for the purchase of and the annual maintenance of OSSI software modules, clients and licenses for their respective systems. OSSI Sungard will bill each entity separately.

Section B: Fiber Optic Network: The City of Griffin will also provide a communication Fiber Optic network (This fiber optic network will allow Spalding County to communicate between sites at up to a gig speed) to the Spalding County Sheriff's Department and Jail located at 401 Justice Boulevard, County Public Works Building and Sign Shop located at 1515 Williamson Road, County Animal Shelter located at 208 Justice Boulevard, County Water/ Construction and Maintenance building located at 300 Justice Boulevard and the Spalding County Correctional Institute located at 295 Justice Boulevard. Spalding County agrees to pay the City of Griffin \$545.00 monthly for these circuit costs for a period of three years, commencing on the date of network completion.

The City of Griffin will also provide a communication Fiber Optic network to the County Annex located at 119 East Solomon Street and the County Courthouse at 132 East Solomon Street. Spalding County agrees to pay the City of Griffin \$160.00 monthly for these circuit costs for a period of three years, commencing on the date of network completion.

The City of Griffin will exercise best effort to provide a dedicated internet connection at a minimum speed of 50 Mbps shared among locations on the network. The City and County agree to commence renegotiation of the service levels and fees as outlined Section B no later than 30 months after the date of network completion. Should a mutually agreed upon fee and service level be determined both parties may enter into another multi-year agreement at that time. Should the City and County not mutually agree upon a service level and fee then Section B of the Intergovernmental Agreement shall continue to be provided on a month to month basis at the existing rate until either party gives a 60 day notice of termination.

Governing Law and Forum Selection. This Agreement shall be governed by laws of the State of Georgia. The parties agree that any action filed to enforce performance of this Agreement shall be filed in the Superior Court of Spalding County, Georgia.

Amendment and Notices. This Agreement may not be amended or modified, except in a subsequent writing spread upon the Minutes of the respective party, showing its approval and authorization for its execution by its designated officers.

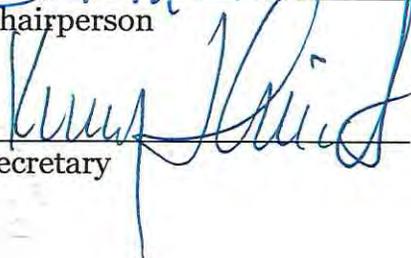
Any notices required to be given to the parties by this Agreement shall be served, in person or by Certified Mail, Return Receipt Requested, addressed as follows:

CITY OF GRIFFIN, GEORGIA
Attn: City Manager
100 S. Hill Street, Third Floor
Griffin, GA 30223

COUNTY OF SPALDING, GEORGIA
Attn: County Manager
119 E. Solomon Street
Griffin, GA 30223

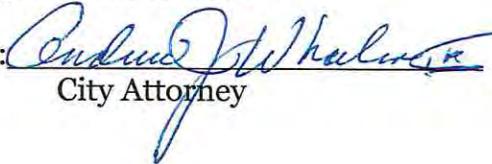
IN WITNESS WHEREOF, the parties have set their hands and affixed their seals,
the day and year first above written.

CITY OF GRIFFIN, GEORGIA

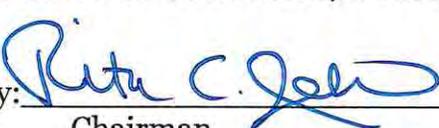
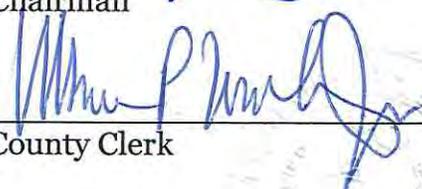
By: 
Chairperson
Attest: 
Secretary

SEAL

Approved as to form:

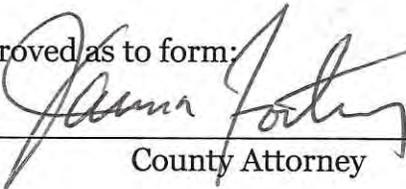
By: 
City Attorney

COUNTY OF SPALDING, GEORGIA

By: 
Chairman
Attest: 
County Clerk

SEAL

Approved as to form:

By: 
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: SPALDING COUNTY

Service: Information Technology

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.): **Spalding County; City of Griffin (OSSI CAD)**

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

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

No

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

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

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Spalding County	General Funding
City of Griffin	General Funding

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>
IGA	Spalding County and City of Griffin	07/01/2016-06/30/2026

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: **Steve Ledbetter, PhD, County Manager**
 Phone number: **770-467-4224** Date completed: October 27, 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 SPALDING

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF GRIFFIN, GEORGIA
AND THE
COUNTY OF SPALDING, GEORGIA**

This Agreement made and entered into this 20th day of June, 2016, by and between the City of Griffin, Georgia (hereinafter "City") and the County of Spalding, Georgia (hereinafter "County") for the purpose of defining the Information Technology services the City will provide to the County.

This Agreement shall have a term of ten years, commencing July 1, 2016 and terminating on June 30, 2026.

This writing (hereafter referred to as the "Agreement" or "IGA") shall constitute a binding, legal contract by and between the parties hereto, in accordance with the authority granted by Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia. The obligations of the parties hereunder shall constitute general obligations to which the full faith and credit of each governmental entity is hereby pledged, including, if necessary, the levy of ad valorem taxes, if applicable. Each of the parties herein covenant that it has the requisite legal authority, financing, and staffing to provide the services, perform the functions, construct and operate the facilities and equipment, and otherwise do all things necessary, convenient, and expedient to carry out the obligations and responsibilities herein set forth, either expressly or by reasonable implication. Said parties' further covenant that all conditions or acts required by law to authorize said agreement have been met or performed. This agreement shall constitute a valid, binding and enforceable obligation of each party and all assertable immunities and defenses, if any, are hereby waived as to the opposing party. The parties covenant that they will uphold and defend the validity and enforceability of this agreement in any proceeding in which it may be challenged.

Section A: OSSI CAD: The parties mutually agree that the City of Griffin shall install a Fiber Optic cable from the Police Department located at 868 W Poplar St, Griffin, Georgia to the 911 Center located at 1438 Meriwether Street, Griffin, Georgia providing a communication fiber optic network connecting the 911 Center to the City of Griffin server room located at 100 South Hill St, Griffin, Georgia. This fiber optic network will be a dedicated circuit from the City of Griffin server room to the 911 Center with the ability to communicate between sites at up to gig speed. Upon completion of the fiber optic network Spalding County agrees to upgrade the HTE Computer Aided Dispatch (CAD) system located at 1438 Meriwether Street, Griffin, Georgia, to the current OSSI CAD System at the County's expense. In addition to the CAD the Mobile Data, Jail Management System, and Records Management Systems for use by Spalding County Sheriff Department will be added to the existing OSSI virtualized server platform owned, operated and managed by the City of Griffin located at 100 South Hill St, Griffin, Georgia. The CAD will continue to be administratively managed and

operated by the Spalding County 911 personnel located at 1438 Meriwether Street. The Spalding County OSSI CAD, Mobile Data, Jail Management System, and Records Management Systems software fielded on City of Griffin virtualized server platform located at 100 South Hill St, Griffin, Georgia will be technically managed by City of Griffin IT Department located at 100 South Hill Street. Spalding County Sheriff's application data and records will be managed and administered by Spalding County Sheriff personnel.

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The City of Griffin will exercise best effort to provide a dedicated internet connection at a minimum speed of 50 Mbps shared among locations on the network. The City and County agree to commence renegotiation of the service levels and fees as outlined Section B no later than 30 months after the date of network completion. Should a mutually agreed upon fee and service level be determined both parties may enter into another multi-year agreement at that time. Should the City and County not mutually agree upon a service level and fee then Section B of the Intergovernmental Agreement shall continue to be provided on a month to month basis at the existing rate until either party gives a 60 day notice of termination.

Governing Law and Forum Selection. This Agreement shall be governed by laws of the State of Georgia. The parties agree that any action filed to enforce performance of this Agreement shall be filed in the Superior Court of Spalding County, Georgia.

Amendment and Notices. This Agreement may not be amended or modified, except in a subsequent writing spread upon the Minutes of the respective party, showing its approval and authorization for its execution by its designated officers.

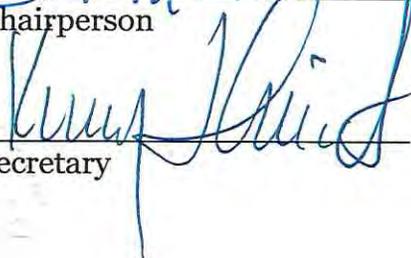
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Attn: City Manager
100 S. Hill Street, Third Floor
Griffin, GA 30223

COUNTY OF SPALDING, GEORGIA
Attn: County Manager
119 E. Solomon Street
Griffin, GA 30223

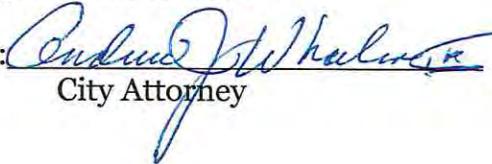
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the day and year first above written.

CITY OF GRIFFIN, GEORGIA

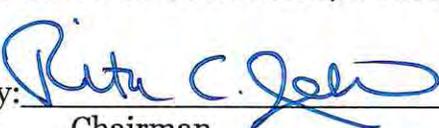
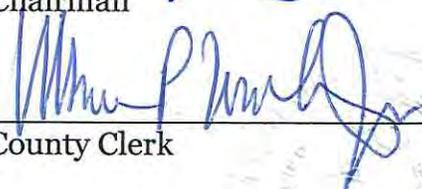
By: 
Chairperson
Attest: 
Secretary

SEAL

Approved as to form:

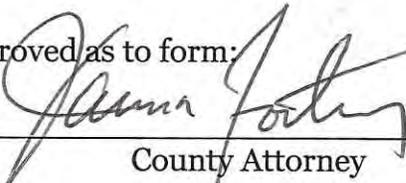
By: 
City Attorney

COUNTY OF SPALDING, GEORGIA

By: 
Chairman
Attest: 
County Clerk

SEAL

Approved as to form:

By: 
County Attorney

FIRE & EMERGENCY SERVICES



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: SPALDING COUNTY

Service: Emergency Management Agency/Homeland Security

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

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

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

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

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

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

Local Government or Authority	Funding Method
Spalding County	General Funds, Grants, Impact Fees, SPLOST

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

Previously Form 2 titled Emergency Management

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

Agreement Name	Contracting Parties	Effective and Ending Dates
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?

Emergency Management is provided in accordance with the County's Emergency Operation Plan and rules and regulations set forth by the Georgia Emergency Management Agency.

7. Person completing form: **Steve Ledbetter, PhD, County Manager**
 Phone number: **770-467-4224** Date completed: October 27, 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: SPALDING COUNTY

Service: Fire Mutual Aid

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

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

- b.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

- c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

- d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

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

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

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

No

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

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

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

Local Government or Authority	Funding Method
Spalding County	Fire District Tax, Insurance Premium Tax, Grants, Impact Fees, SPLOST
City of Griffin	General Funds, SPLOST, Grants 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:

Agreement Name	Contracting Parties	Effective and Ending Dates
Mutual Aid Agreement	Spalding County, Statewide	10/01/2019-9/30/2024
IGA	Spalding County, City of Griffin	11/29/2019-03/01/2024
IGA	Spalding County, Orchard Hill	12/01/2019-03/01/2024
IGA	Spalding County, Sunny Side	11/08/2019-03/01/2024
Updated IGA	Spalding County, City of Griffin	10/01/2019-10/30/2069

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: **Steve Ledbetter, PhD, County Manager**
 Phone number: **770-467-4224** Date completed: October 27, 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:

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: Spalding County

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, as amended (the Act) and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II
GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity; and
2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III
ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV
PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

- (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time each will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI
LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statute or case law.

ARTICLE VII
RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIII
REIMBURSEMENT

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

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Expenses to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE IX IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE X
TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2024. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI
VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:



Chief Executive Officer - Signature

William Wilson

Chief Executive Officer – Print Name

County/Municipality: Spalding

Date: 11 / 5 / 2019

GEMA/HS Director – Signature

GEMA/HS Director – Print Name

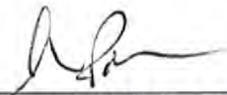
Date: ____ / ____ / ____

APPENDIX A
AUTHORIZED REPRESENTATIVE

The below named individual(s), in addition to the chief executive officer, is/are the "Authorized Representative(s)" for Spalding (county/municipality), and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above-named county/municipality:

Glenn Polk
Print Name

EMA Director
Job Title/Position


Signature of Above Individual

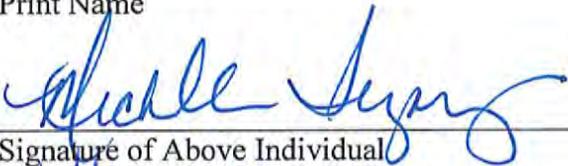
William Wilson
Print Name

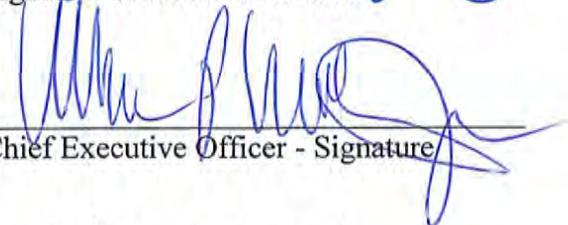
County Manager
Job Title/Position


Signature of Above Individual

Michelle Irizarry
Print Name

Assistant County Manager
Job Title/Position


Signature of Above Individual


Chief Executive Officer - Signature

Date: 11 / 5 / 2019

William Wilson
Chief Executive Officer – Print Name

APPENDIX B
DESIGNATED FISCAL OFFICER(S)

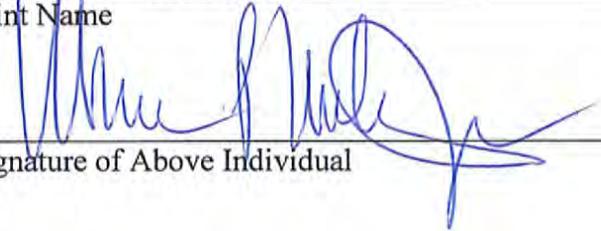
The below named individual(s) is/are the "designated fiscal officer(s)" for
Spalding

(county/municipality) for the purpose of reimbursement sought for mutual aid:

Jinna Garrison Administrative Services Director
Print Name Job Title/Position


Signature of Above Individual

William Wilson County Manager
Print Name Job Title/Position


Signature of Above Individual

MICHELLE IRIZARRY ASSISTANT COUNTY MANAGER
Print Name Job Title/Position


Signature of Above Individual

 Date: 11 / 5 / 2019
Chief Executive Officer - Signature

William Wilson
Chief Executive Officer - Print Name

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: CITY OF GRIFFIN

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, as amended (the Act) and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II
GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity; and
2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III
ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV
PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

- (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time each will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statute or case law.

ARTICLE VII RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIII REIMBURSEMENT

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

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Expenses to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE IX IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE X
TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2024. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI
VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:



Chief Executive Officer - Signature

Kenny L. Smith

Chief Executive Officer - Print Name

County/Municipality: CITY OF GRIFFIN

Date: 11 / 12 / 19

GEMA/HS Director - Signature

GEMA/HS Director - Print Name

Date: _____ / _____ / _____

APPENDIX A
AUTHORIZED REPRESENTATIVE

The below named individual(s), in addition to the chief executive officer, is/are the "Authorized Representative(s)" for CITY OF GRIFFIN (county/municipality), and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above-named county/municipality:

TOMMY JONES
Print Name

FIRE CHIEF
Job Title/Position

Tommy Jones
Signature of Above Individual

MIKE YATES
Print Name

POLICE CHIEF
Job Title/Position

Mike Yates
Signature of Above Individual

JESSICA O'CONNOR
Print Name

CHIEF OF STAFF
Job Title/Position

Jessica O'Connor
Signature of Above Individual

[Signature]
Chief Executive Officer - Signature

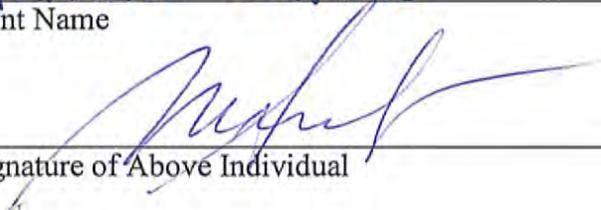
Date: 11 / 12 / 19

KENNY L SMITH
Chief Executive Officer - Print Name

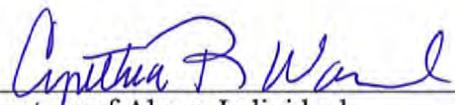
APPENDIX B
DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the "designated fiscal officer(s)" for CITY OF GRIFFIN
(county/municipality) for the purpose of reimbursement sought for mutual aid:

MARKUS SCHWAB CHIEF FINANCIAL OFFICER
Print Name Job Title/Position

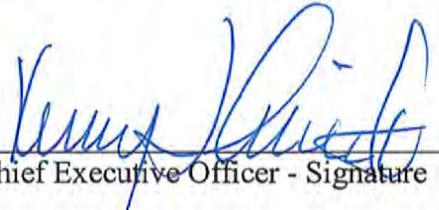

Signature of Above Individual

Cynthia R. Ward Chairperson
Print Name Job Title/Position


Signature of Above Individual

Print Name Job Title/Position

Signature of Above Individual


Chief Executive Officer - Signature

Date: 11 / 12 / 19

KENNY L SMITH
Chief Executive Officer - Print Name

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: Spalding / City of Orchard Hill

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, as amended (the Act) and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II
GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity; and
2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III
ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV
PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

- (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time each will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statute or case law.

ARTICLE VII RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIII REIMBURSEMENT

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

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Expenses to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE IX IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE X
TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2024. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI
VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:



Chief Executive Officer - Signature



Chief Executive Officer – Print Name

County/Municipality: Spalding/City of Orchard Hill

Date: 12 / 01 / 19

N/A

GEMA/HS Director – Signature

GEMA/HS Director – Print Name

Date: 12 / 01 / 19

APPENDIX A
AUTHORIZED REPRESENTATIVE

The below named individual(s), in addition to the chief executive officer, is/are the "Authorized Representative(s)" for Spalding County Orchard Hill (county/municipality), and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above-named county/municipality:

Bryan Hayes

Print Name

Mayor

Job Title/Position

Bryan Hayes

Signature of Above Individual

Robert Morgan

Print Name

Councilman

Job Title/Position

Robert Morgan

Signature of Above Individual

James A. Morgan

Print Name

Councilman

Job Title/Position

James A. Morgan

Signature of Above Individual

Bryan Hayes

Chief Executive Officer - Signature

Date: 12 / 01 / 19

Bryan Hayes

Chief Executive Officer - Print Name

APPENDIX B
DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the "designated fiscal officer(s)" for Spalding/City of Orchard Hill
(county/municipality) for the purpose of reimbursement sought for mutual aid:

Bryan Hayes

Print Name

MAYOR

Job Title/Position

Bryan Hayes

Signature of Above Individual

Robert Morgan

Print Name

COUNCILMAN

Job Title/Position

Robert Morgan

Signature of Above Individual

JAMES A. MORGAN

Print Name

COUNCILMAN

Job Title/Position

James A. Morgan

Signature of Above Individual

Bryan Hayes

Chief Executive Officer - Signature

Date: 12 / 01 / 19

Bryan Hayes

Chief Executive Officer - Print Name

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: SUNNYSIDE

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, as amended (the Act) and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II
GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity; and
2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III
ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV
PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

- (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time each will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statute or case law.

ARTICLE VII RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIII REIMBURSEMENT

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

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Expenses to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE IX IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE X
TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2024. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI
VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

William R. Saughter
Chief Executive Officer - Signature

William Saughter
Chief Executive Officer - Print Name

County/Municipality: SUNNY SIDE

Date: 11 / 8 / 19

GEMA/HS Director - Signature

GEMA/HS Director - Print Name

Date: _____ / _____ / _____

APPENDIX A
AUTHORIZED REPRESENTATIVE

The below named individual(s), in addition to the chief executive officer, is/are the "Authorized Representative(s)" for SUNNY SIDE (county/municipality), and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above-named county/municipality:

William Slaughter _____ Mayor _____
Print Name Job Title/Position

William R Slaughter _____
Signature of Above Individual

Print Name Job Title/Position

Signature of Above Individual

Print Name Job Title/Position

Signature of Above Individual

William R Slaughter _____
Chief Executive Officer - Signature

Date: 11 / 8 / 19

William Slaughter _____
Chief Executive Officer - Print Name

APPENDIX B
DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the "designated fiscal officer(s)" for SUNNYSIDE
(county/municipality) for the purpose of reimbursement sought for mutual aid:

William Slaughter Mayor
Print Name Job Title/Position

William R Slaughter
Signature of Above Individual

Print Name Job Title/Position

Signature of Above Individual

Print Name Job Title/Position

Signature of Above Individual

William R Slaughter
Chief Executive Officer - Signature

Date: 11 / 8 / 19

William Slaughter
Chief Executive Officer - Print Name

STATE OF GEORGIA

COUNTY OF SPALDING

**INTERGOVERNMENTAL AGREEMENT
FOR
AUTOMATIC RESPONSE AND MUTUAL AID
IN
EMERGENCY INCIDENTS**

THIS AGREEMENT, made and entered into this 21st day of October, 2019, by and between the **COUNTY OF SPALDING**, a political subdivision of the State of Georgia (hereinafter "County") and **CITY OF GRIFFIN**, a Georgia municipal corporation (hereinafter "City");

WITNESSETH THAT:

WHEREAS, the parties are local governments authorized by law to engage in the delivery of services relating to fire suppression, fire prevention and education, pursuant to Art. IX, Sec. II, Par. III (a)(1) of the 1983 Constitution of Georgia, each having its own Fire Department which is comparably equipped with trained staffs;

WHEREAS, it is mutually advantageous and serves the mutual benefit of each party that they, by appropriate agreement, undertake and agree upon the provision of automatic response and mutual aid for responding to emergency incidents;

WHEREAS, the parties are authorized, pursuant to Art. IX, Sec. III, Par. I of the 1983 Constitution of Georgia, to contract with one another for a term not to exceed fifty (50) years for the provision and delivery of services which each is empowered to perform; and

WHEREAS, this Agreement satisfies the requirements of Art. IX, Sec. II, Par. II (b) of the 1983 Constitution of Georgia and is consistent with the provisions of the Service Delivery Strategy for Spalding County, Georgia;

NOW, THEREFORE, in consideration of the mutual premises hereinafter made and other valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree to implement this automatic response and mutual aid agreement (hereinafter the “Agreement”) for the increased fire protection of citizens and property in their respective jurisdictions.

1.

Definitions. For purposes of this Agreement, the following terms shall have the meaning assigned thereto:

“Automatic Response” – The practice whereby the fire department of one jurisdiction automatically responds to emergency incidents in certain defined areas of the other jurisdiction, as shown on Exhibit “A” attached hereto. Automatic response shall include all usual and customary fire department activities, but shall not include arson investigation or other matters not directly related to or involved in responding to emergency incidents.

“Automatic Response Area” – Any territory located within the corporate limits of the City of Griffin or unincorporated territory of Spalding County, adjoining the City of Griffin, as the same may now or hereafter exist and which is designated on the map, attached hereto as Exhibit “A”, as assigned automatic response areas for the parties.

“Host Jurisdiction” – The jurisdiction in which automatic response to the emergency is made or by which mutual aid is requested.

“Mutual Aid” – The provision by the responding jurisdiction of fire units upon request by the host jurisdiction, as herein defined in this Agreement.

“Responding Jurisdiction” – The jurisdiction whose fire department responds, either automatically to calls within their assigned automatic response area or to a request for mutual aid from the host jurisdiction.

Automatic Response; Areas. Automatic response shall be made by the City Fire Department to emergency incidents in those areas of the unincorporated County, adjoining the City, as shown on Exhibit "A" attached hereto. Automatic response shall be made by the County Fire Department to emergency incidents in those areas of the City as shown on Exhibit "A" attached hereto. Areas designated as "automatic response areas" have been selected based on the responding jurisdiction's ability to arrive at calls within these areas in a minimal period of time with a full complement of equipment and manpower, based upon location of existing fire stations. The parties, by future amendment to this Agreement, may agree upon and designate additional automatic response areas from time to time. In responding to a call within an automatic response area, the following conditions shall be observed:

- a. Subject to availability of equipment and personnel, the responding jurisdiction shall respond in the same manner and at the same level of response as if the emergency were located in its own jurisdiction using generally accepted fire department techniques;
- b. The senior officer of the responding jurisdiction will begin operations and remain in command until relieved at the scene by the senior officer of the host jurisdiction. Upon arrival by units of the host jurisdiction at the scene, the senior officer shall immediately coordinate and undertake assumption of command, at which time the responding jurisdiction is released unless mutual aid is requested.
- c. Dispatch for automatic response will follow current procedures of the parties and Spalding County E-911 for dispatch of fire units of both the City and County simultaneously upon receipt of a call for assistance from within any automatic response area.

3.

Mutual Aid. In the event of any fire located within the jurisdiction of either party, but which is not within a designated automatic response area, the senior office of the fire department in the host jurisdiction may request aid in fire suppression from the responding jurisdiction, on the following terms:

- a. The response for mutual aid shall be subject to the availability of equipment and personnel by the responding jurisdiction, upon consideration for maintaining sufficient coverage within its own jurisdiction;
- b. In the sole discretion of the Fire Chief or designated officer in command of the responding jurisdiction, a response to mutual aid may be recalled at any time;
- c. The senior officer of the host jurisdiction shall be in command at the emergency scene, unless command is otherwise delivered and assumed. Directives should be delivered through the senior officer of the host jurisdiction to the senior officer of the responding jurisdiction.

4.

Appropriations and Budgeting. The parties covenant that each shall annually appropriate in their respective operating budgets sufficient funds for salaries, benefits, capital assets, equipment, supplies and materials, for the efficient operation of their respective fire departments, at approximately the same or higher levels as currently budgeted on the date of executing this Agreement. Failure of either party to make sufficient annual appropriation shall serve as grounds for early termination by the other party.

5.

Miscellaneous Provisions. The parties, through their Fire Chiefs and respective governing bodies, shall agree upon and establish standard operating policies and procedures, including where feasible, joint training of fire fighters and dispatch employees. The parties agree to adopt uniform incident reporting forms and related documentation and to make such documents available for inspection and copying by the other party, upon reasonable notice. In the event either party receives a request for inspection and copying under the Georgia Open Records Law or similar statute, each party agrees to work with the other to make their records available in a timely manner. The parties further agree to coordinate future planning and acquisition of equipment and supplies, including radios and other communications devices. It is the intent of the parties that a common tactical radio frequency and communications equipment be available for use by all responding units in order to allow efficient communications and control in fire emergencies.

6.

Compensation. It is the intention and understanding of the parties that each shall be solely responsible to its officers, employees, and agents for all compensation and employment benefits due under the respective policies of each party. Neither party to this Agreement shall be required to pay any compensation or benefits to the officers, employees, or agents of the other party as a result of this Agreement or the relationship established hereunder for services rendered in the hose jurisdiction. Throughout the term of this Agreement, both parties agree to maintain in force all statutory coverages for Workers Compensation in the event of a covered injury or death arising from employment.

7.

Liability and Insurance. The parties agree that during the term of this Agreement and during any applicable statute of limitations on claims made or arising during the term hereof, each shall maintain in force a policy of comprehensive liability insurance in an amount not less than \$1,000,000.00, no aggregate, providing coverage for any and all legal liabilities incurred that may result in judgment against the party, its officers, employees, and agents arising out of the course and scope of their employment pursuant to this Agreement. In lieu of conventional insurance, either party may satisfy this obligation by participation in an interlocal risk management agency, operated in accordance with O.C.G.A. § 36-85-1, *et seq.* In the event of any suit, claim, or demand against a party, the parties agree to look solely to their respective insurance coverage for defense and payment of any resulting legal liabilities, waive any right to assert subrogation claims by their insurer, and covenant not to assert any claim against the other party as a consequence of such action.

8.

Special Conditions and Contingencies. This Agreement is at all times contingent upon all existing fire stations of the parties remaining in their respective locations and fully operational, with adequate levels of equipment and staffing. Any change in the location of stations serving automatic response areas shall require the prior approval of the Fire Chiefs and the managers of the governing bodies. Failure to obtain such approval prior to implementation of any change will constitute grounds for immediate termination of this Agreement.

9.

Term. This Agreement shall commence effective October 1, 2019 and shall run for an initial term of five (5) years, ending September 30, 2024. Upon mutual agreement of both parties, entered not

less than thirty (30) days prior to the termination date, the parties may renew this Agreement, on its same terms and conditions, for successive five year periods; provided, however, the total term of this Agreement and any renewal terms shall not exceed fifty (50) years from its original date of commencement. In addition to the grounds otherwise stated in this Agreement for early termination, either party, upon vote of its governing body, may elect to withdraw from this Agreement upon the giving of twelve (12) months written notice to the governing body of the other party. In the event of early termination, the parties agree to coordinate an orderly transition so as not to jeopardize any person or property from fire hazards.

10.

Notices. For the purpose of this Agreement, any notices required to be sent to the other party shall be in writing and personally delivered, with receipt acknowledged, or mailed by certified mail, return receipt requested, to the respective City Manager or County Manager, with copy to the respective Fire Chief. When notice is delivered in this manner, such notice shall be effective for all purposes hereunder.

11.

Amendment or Modification. This Agreement may be amended or modified only by a writing executed by all parties. No modification or amendment of any term, condition, or provisions of this Agreement shall be effective unless done in this manner.

12.

Entire Agreement. This writing, including its Exhibit "A" attached hereto, constitutes the entire agreement of the parties as to the subject matter expressed herein and supercedes any prior negotiations, agreements, or understandings.

IN WITNESS WHEREOF, the parties acting by and through their duly authorized officers have caused their respective names and seals to be affixed hereto the day and year above written.

CITY OF GRIFFIN



Cynthia Reid-Ward, Chairperson

Attest: 

Approved as to form:



Andrew J. Whalen, III, City Attorney

SPALDING COUNTY



Rita Johnson, Chairperson

Attest: 

Approved as to form:



James R. Fortune, 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: SPALDING COUNTY

Service: Fire Protection

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

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

- b.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

- c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):

- d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **City of Griffin and Spalding County**

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

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

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

- No**

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

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

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

Local Government or Authority	Funding Method
Spalding County	Fire District Tax, Insurance Premium Tax, Grants, Impact Fees, SPLOST
City of Griffin	General Funds, SPLOST, Grants

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

Previously Form 2 titled Fire

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Automatic Aid	Spalding County and City of Griffin	10/01/2019-9/30/2069

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?

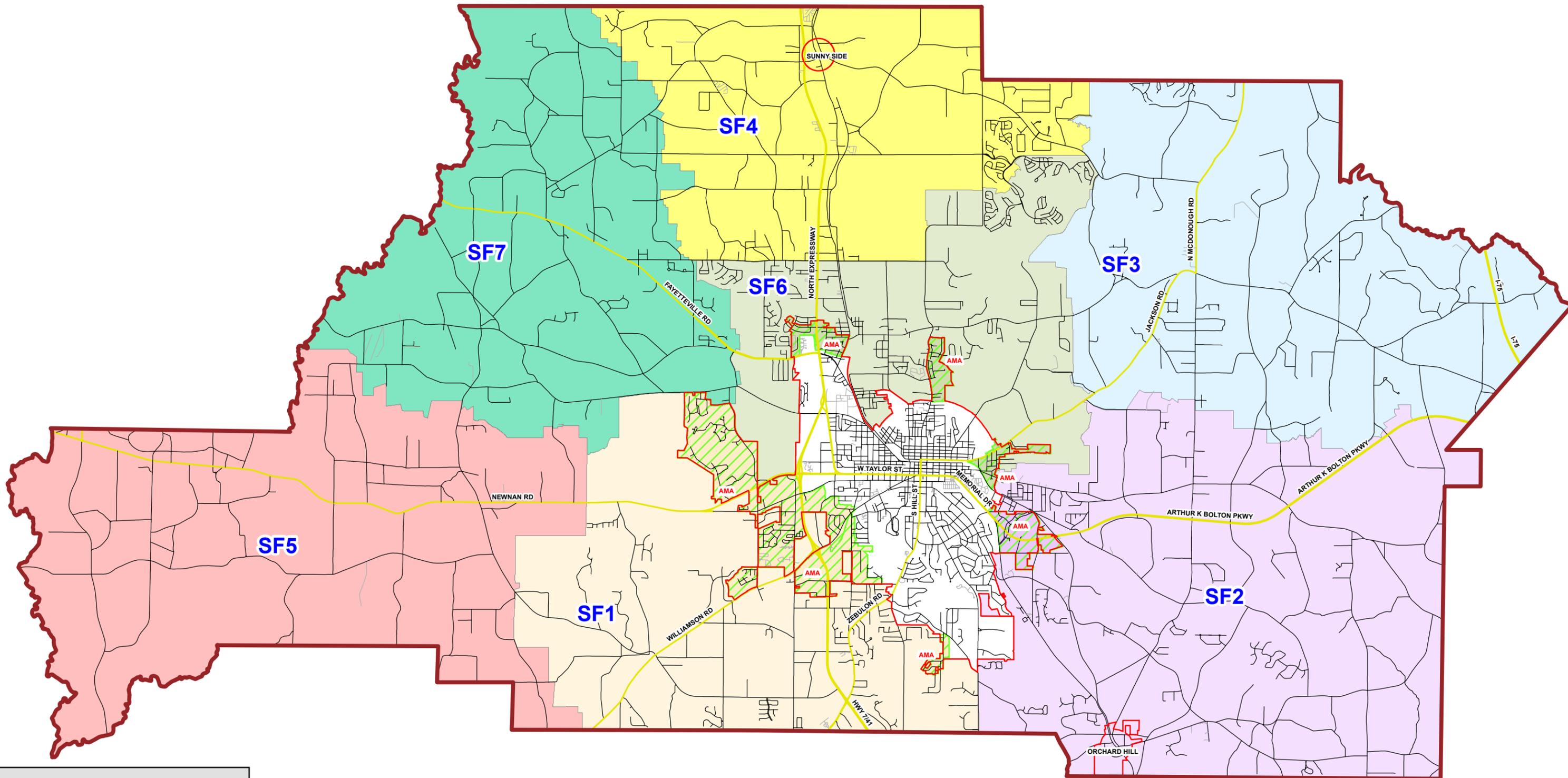
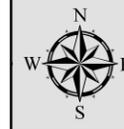
N/A

7. Person completing form: **Steve Ledbetter, PhD, County Manager**
 Phone number: **770-467-4224** Date completed: October 27, 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:

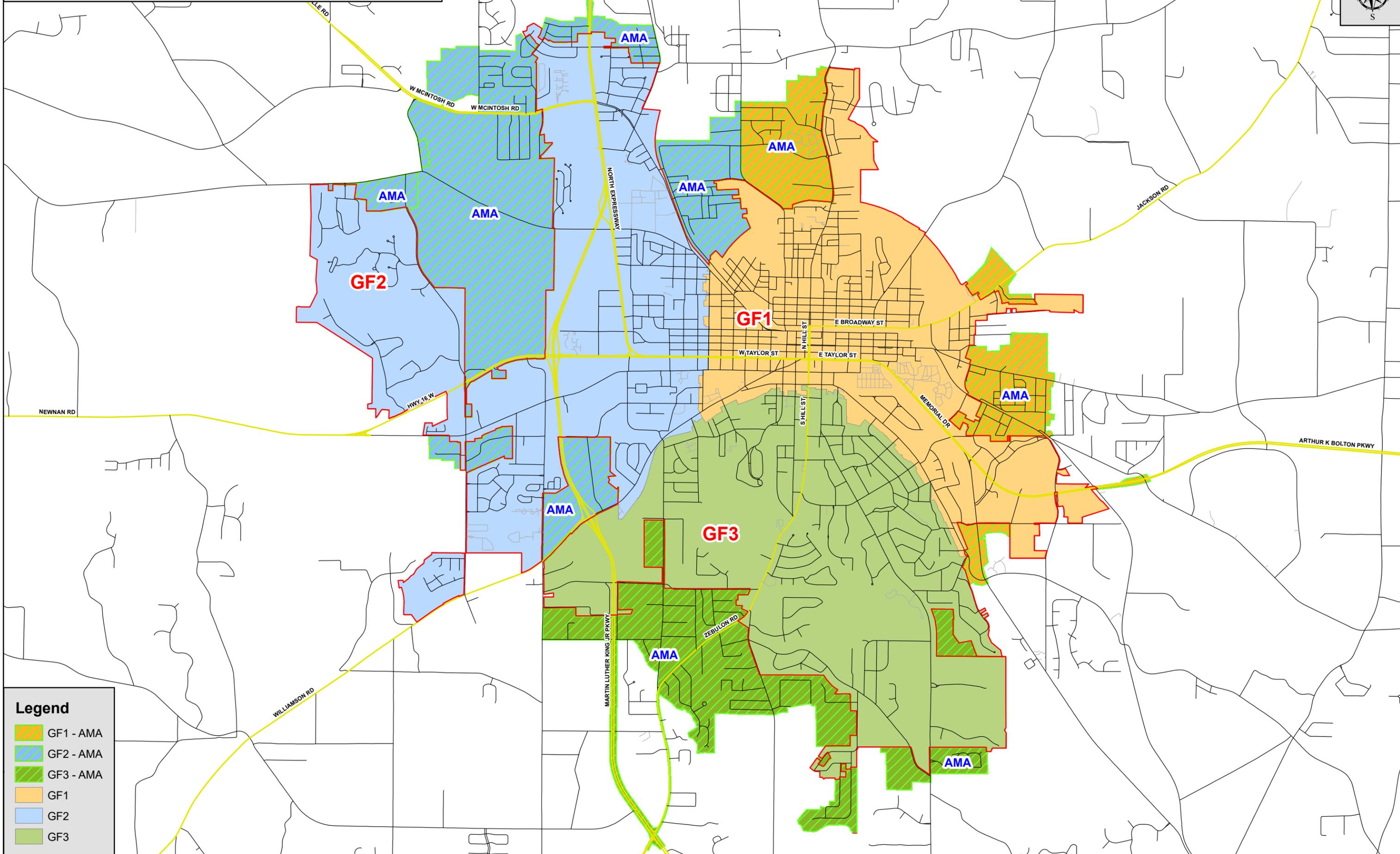
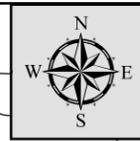
Spalding County Fire Service Areas



Legend

SF1 - AMA	SF1	SF5
SF2 - AMA	SF2	SF6
SF6 - AMA	SF3	SF7
	SF4	

City of Griffin Fire Service Areas



Legend

- GF1 - AMA
- GF2 - AMA
- GF3 - AMA
- GF1
- GF2
- GF3

STATE OF GEORGIA

COUNTY OF SPALDING

**INTERGOVERNMENTAL AGREEMENT
FOR
AUTOMATIC RESPONSE AND MUTUAL AID
IN
EMERGENCY INCIDENTS**

THIS AGREEMENT, made and entered into this 21st day of October, 2019, by and between the **COUNTY OF SPALDING**, a political subdivision of the State of Georgia (hereinafter “County”) and **CITY OF GRIFFIN**, a Georgia municipal corporation (hereinafter “City”);

WITNESSETH THAT:

WHEREAS, the parties are local governments authorized by law to engage in the delivery of services relating to fire suppression, fire prevention and education, pursuant to Art. IX, Sec. II, Par. III (a)(1) of the 1983 Constitution of Georgia, each having its own Fire Department which is comparably equipped with trained staffs;

WHEREAS, it is mutually advantageous and serves the mutual benefit of each party that they, by appropriate agreement, undertake and agree upon the provision of automatic response and mutual aid for responding to emergency incidents;

WHEREAS, the parties are authorized, pursuant to Art. IX, Sec. III, Par. I of the 1983 Constitution of Georgia, to contract with one another for a term not to exceed fifty (50) years for the provision and delivery of services which each is empowered to perform; and

WHEREAS, this Agreement satisfies the requirements of Art. IX, Sec. II, Par. II (b) of the 1983 Constitution of Georgia and is consistent with the provisions of the Service Delivery Strategy for Spalding County, Georgia;

NOW, THEREFORE, in consideration of the mutual premises hereinafter made and other valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree to implement this automatic response and mutual aid agreement (hereinafter the “Agreement”) for the increased fire protection of citizens and property in their respective jurisdictions.

1.

Definitions. For purposes of this Agreement, the following terms shall have the meaning assigned thereto:

“Automatic Response” – The practice whereby the fire department of one jurisdiction automatically responds to emergency incidents in certain defined areas of the other jurisdiction, as shown on Exhibit “A” attached hereto. Automatic response shall include all usual and customary fire department activities, but shall not include arson investigation or other matters not directly related to or involved in responding to emergency incidents.

“Automatic Response Area” – Any territory located within the corporate limits of the City of Griffin or unincorporated territory of Spalding County, adjoining the City of Griffin, as the same may now or hereafter exist and which is designated on the map, attached hereto as Exhibit “A”, as assigned automatic response areas for the parties.

“Host Jurisdiction” – The jurisdiction in which automatic response to the emergency is made or by which mutual aid is requested.

“Mutual Aid” – The provision by the responding jurisdiction of fire units upon request by the host jurisdiction, as herein defined in this Agreement.

“Responding Jurisdiction” – The jurisdiction whose fire department responds, either automatically to calls within their assigned automatic response area or to a request for mutual aid from the host jurisdiction.

Automatic Response; Areas. Automatic response shall be made by the City Fire Department to emergency incidents in those areas of the unincorporated County, adjoining the City, as shown on Exhibit "A" attached hereto. Automatic response shall be made by the County Fire Department to emergency incidents in those areas of the City as shown on Exhibit "A" attached hereto. Areas designated as "automatic response areas" have been selected based on the responding jurisdiction's ability to arrive at calls within these areas in a minimal period of time with a full complement of equipment and manpower, based upon location of existing fire stations. The parties, by future amendment to this Agreement, may agree upon and designate additional automatic response areas from time to time. In responding to a call within an automatic response area, the following conditions shall be observed:

- a. Subject to availability of equipment and personnel, the responding jurisdiction shall respond in the same manner and at the same level of response as if the emergency were located in its own jurisdiction using generally accepted fire department techniques;
- b. The senior officer of the responding jurisdiction will begin operations and remain in command until relieved at the scene by the senior officer of the host jurisdiction. Upon arrival by units of the host jurisdiction at the scene, the senior officer shall immediately coordinate and undertake assumption of command, at which time the responding jurisdiction is released unless mutual aid is requested.
- c. Dispatch for automatic response will follow current procedures of the parties and Spalding County E-911 for dispatch of fire units of both the City and County simultaneously upon receipt of a call for assistance from within any automatic response area.

3.

Mutual Aid. In the event of any fire located within the jurisdiction of either party, but which is not within a designated automatic response area, the senior office of the fire department in the host jurisdiction may request aid in fire suppression from the responding jurisdiction, on the following terms:

- a. The response for mutual aid shall be subject to the availability of equipment and personnel by the responding jurisdiction, upon consideration for maintaining sufficient coverage within its own jurisdiction;
- b. In the sole discretion of the Fire Chief or designated officer in command of the responding jurisdiction, a response to mutual aid may be recalled at any time;
- c. The senior officer of the host jurisdiction shall be in command at the emergency scene, unless command is otherwise delivered and assumed. Directives should be delivered through the senior officer of the host jurisdiction to the senior officer of the responding jurisdiction.

4.

Appropriations and Budgeting. The parties covenant that each shall annually appropriate in their respective operating budgets sufficient funds for salaries, benefits, capital assets, equipment, supplies and materials, for the efficient operation of their respective fire departments, at approximately the same or higher levels as currently budgeted on the date of executing this Agreement. Failure of either party to make sufficient annual appropriation shall serve as grounds for early termination by the other party.

5.

Miscellaneous Provisions. The parties, through their Fire Chiefs and respective governing bodies, shall agree upon and establish standard operating policies and procedures, including where feasible, joint training of fire fighters and dispatch employees. The parties agree to adopt uniform incident reporting forms and related documentation and to make such documents available for inspection and copying by the other party, upon reasonable notice. In the event either party receives a request for inspection and copying under the Georgia Open Records Law or similar statute, each party agrees to work with the other to make their records available in a timely manner. The parties further agree to coordinate future planning and acquisition of equipment and supplies, including radios and other communications devices. It is the intent of the parties that a common tactical radio frequency and communications equipment be available for use by all responding units in order to allow efficient communications and control in fire emergencies.

6.

Compensation. It is the intention and understanding of the parties that each shall be solely responsible to its officers, employees, and agents for all compensation and employment benefits due under the respective policies of each party. Neither party to this Agreement shall be required to pay any compensation or benefits to the officers, employees, or agents of the other party as a result of this Agreement or the relationship established hereunder for services rendered in the hose jurisdiction. Throughout the term of this Agreement, both parties agree to maintain in force all statutory coverages for Workers Compensation in the event of a covered injury or death arising from employment.

7.

Liability and Insurance. The parties agree that during the term of this Agreement and during any applicable statute of limitations on claims made or arising during the term hereof, each shall maintain in force a policy of comprehensive liability insurance in an amount not less than \$1,000,000.00, no aggregate, providing coverage for any and all legal liabilities incurred that may result in judgment against the party, its officers, employees, and agents arising out of the course and scope of their employment pursuant to this Agreement. In lieu of conventional insurance, either party may satisfy this obligation by participation in an interlocal risk management agency, operated in accordance with O.C.G.A. § 36-85-1, *et seq.* In the event of any suit, claim, or demand against a party, the parties agree to look solely to their respective insurance coverage for defense and payment of any resulting legal liabilities, waive any right to assert subrogation claims by their insurer, and covenant not to assert any claim against the other party as a consequence of such action.

8.

Special Conditions and Contingencies. This Agreement is at all times contingent upon all existing fire stations of the parties remaining in their respective locations and fully operational, with adequate levels of equipment and staffing. Any change in the location of stations serving automatic response areas shall require the prior approval of the Fire Chiefs and the managers of the governing bodies. Failure to obtain such approval prior to implementation of any change will constitute grounds for immediate termination of this Agreement.

9.

Term. This Agreement shall commence effective October 1, 2019 and shall run for an initial term of five (5) years, ending September 30, 2024. Upon mutual agreement of both parties, entered not

less than thirty (30) days prior to the termination date, the parties may renew this Agreement, on its same terms and conditions, for successive five year periods; provided, however, the total term of this Agreement and any renewal terms shall not exceed fifty (50) years from its original date of commencement. In addition to the grounds otherwise stated in this Agreement for early termination, either party, upon vote of its governing body, may elect to withdraw from this Agreement upon the giving of twelve (12) months written notice to the governing body of the other party. In the event of early termination, the parties agree to coordinate an orderly transition so as not to jeopardize any person or property from fire hazards.

10.

Notices. For the purpose of this Agreement, any notices required to be sent to the other party shall be in writing and personally delivered, with receipt acknowledged, or mailed by certified mail, return receipt requested, to the respective City Manager or County Manager, with copy to the respective Fire Chief. When notice is delivered in this manner, such notice shall be effective for all purposes hereunder.

11.

Amendment or Modification. This Agreement may be amended or modified only by a writing executed by all parties. No modification or amendment of any term, condition, or provisions of this Agreement shall be effective unless done in this manner.

12.

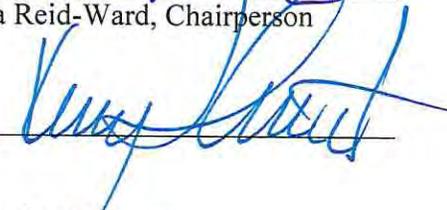
Entire Agreement. This writing, including its Exhibit "A" attached hereto, constitutes the entire agreement of the parties as to the subject matter expressed herein and supercedes any prior negotiations, agreements, or understandings.

IN WITNESS WHEREOF, the parties acting by and through their duly authorized officers have caused their respective names and seals to be affixed hereto the day and year above written.

CITY OF GRIFFIN



Cynthia Reid-Ward, Chairperson

Attest: 

Approved as to form:

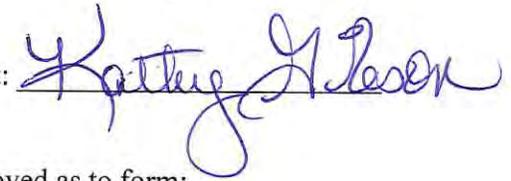


Andrew J. Whalen, III, City Attorney

SPALDING COUNTY



Rita Johnson, Chairperson

Attest: 

Approved as to form:



James R. Fortune, County Attorney

HEALTH & HUMAN SERVICES



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: SPALDING COUNTY

Service: Cooperative Extension

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

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

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

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

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

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

Local Government or Authority	Funding Method
Spalding County	General Funds, USG Board of Regents, UGA

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:

Agreement Name	Contracting Parties	Effective and Ending Dates
County Agent	UGA and Spalding County	07/01/2018-until rescinded

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?

Health and Human Services are provided in accordance with Federal and State Laws.

7. Person completing form: **Steve Ledbetter, PhD, County Manager**
 Phone number: **770-467-4224** Date completed: October 27, 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:

MEMORANDUM OF UNDERSTANDING
Between
THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA
by and on behalf of
THE UNIVERSITY OF GEORGIA
COOPERATIVE EXTENSION
and Spalding COUNTY

This Memorandum of Understanding (“MOU”) is made between the Board of Regents of the University of System of Georgia by and on behalf of the University of Georgia Cooperative Extension (hereinafter “UGA Extension”) and Spalding County, a political subdivision of the State of Georgia, by and through its Board of Commissioners, (hereinafter the “County”), for the provision of Cooperative Extension Services and Personnel in Spalding County, Georgia.

WHEREAS, through the Smith-Lever Act of the U.S. Congress of 1914, an Agreement was created between The Board of Regents of the University System of Georgia, the University of Georgia, the University of Georgia Cooperative Extension and the U.S. Department of Agriculture, to allow for Extension work to be conducted in the State of Georgia; and

WHEREAS, for over 100 years UGA Extension has offered services in all 159 counties in the State of Georgia; and

WHEREAS, through county offices throughout the state, UGA Extension continues to offer reliable information and programs in the areas of agriculture, food, families, the environment and 4-H youth development; and

WHEREAS, UGA Extension is able to maintain and operate these programs through the use of UGA Extension personnel; and

WHEREAS, UGA Extension and the County agree that the services provided by UGA Extension Personnel are invaluable to the County’s citizens and community; and

WHEREAS, the County Board of Commissioners is authorized under Article 9, Section 3, Paragraph 1, and Article 9, Section 4, Paragraph 2, of the Constitution of the State of Georgia as amended in 1983, and by O.C.G.A. § 20-2-62 and O.C.G.A. § 48-5-220 to enter into agreements providing for these types of services; and

WHEREAS, all parties agree that it is necessary and appropriate to define the types of UGA Extension operations and personnel and establish parameters for compensation so that all parties are clear on their respective responsibilities and duties;

NOW, THEREFORE, the Parties agree as follows:

I. OPERATIONS

UGA Extension and the County will support all County Extension personnel operationally as set forth in this MOU regardless of employee compensation status.

A. UGA EXTENSION agrees to the following:

1. UGA Extension shall annually appoint a member of the County Extension personnel to serve as the County Extension Coordinator. The Coordinator shall be responsible for the total County Extension program, staff coordination and supervision, and all communications and transactions between the County and the County Extension staff.
2. UGA Extension shall provide County Extension personnel with the necessary educational materials needed for an effective program. UGA Extension also agrees to plan, implement and conduct training as necessary to keep County Extension personnel adequately prepared to conduct effective, relevant Extension programs.
3. UGA Extension shall reimburse all County Extension personnel directly for expenses incurred for officially designated travel authorized by the District Extension Director.
4. UGA Extension shall support County Extension personnel and the Extension program in the County with necessary assistance of District and State subject matter and supervisory personnel and other resources as available from the University of Georgia, the University System of Georgia, and other agencies and organizations with whom UGA Extension cooperates.
5. UGA Extension shall report to the County Board of Commissioners at regular intervals on the nature of the County Extension program and progress being made.

B. The COUNTY agrees to the following:

1. The County shall provide a suitable County Extension office with the suitability of the office to be agreed on by all parties. As a part of the County's budgeting process, the County further agrees to provide sufficient funds to pay for all necessary office supplies, office equipment, telephone, utilities, data communication/networking (including broadband internet connectivity), postage, demonstration materials, janitorial service and other items necessary for the operation of an effective Extension education program.
 - a. Should the County request removal or modification of office network infrastructure deployed and/or managed by UGA Extension, the County shall coordinate with UGA Extension IT personnel prior to the removal or modification of said equipment. The County shall also coordinate with UGA Extension IT personnel prior to the addition of new network infrastructure where the existing network infrastructure has been deployed or is managed by UGA Extension.

- b. The County shall coordinate with UGA Extension IT personnel in planning for the relocation of an existing or establishment of a new Extension office where the network infrastructure and/or computing resources will be managed by UGA Extension.
 - c. The County shall allow the installation and use of client software and unrestricted access to online resources deemed necessary by UGA Extension to conduct Extension business operations and program delivery; provided, however, that, all such software shall comply with any and all County information technology policies relating to security on, and compatibility with, the County's information technology infrastructure and systems. UGA Extension and the County will jointly determine such compliance prior to installation of any such software.
2. The County shall furnish a county government vehicle or reimburse the travel expenses of County Extension personnel for official travel in the county or on behalf of the County. The reimbursement shall be paid by the County directly to County Extension personnel unless some other method is agreed upon in writing by UGA Extension and the County.
 3. The County shall evaluate financial support to the operations of UGA Extension annually, including compensation of personnel, make adjustments as necessary for continued effective support, and shall notify the UGA Extension of these adjustments. The County Extension Coordinator will prepare and submit for approval an annual operating budget to the County according to standards set by Board of Commissioners for all county departments.

II. COMPENSATION

The UGA Cooperative Extension personnel shall be categorized based on the method of compensation they are associated with, as set forth in the attached addendums. UGA Extension and the County shall identify and agree upon the appropriate compensation method and personnel relationship for each employee. The following three options are available (CHECK ALL THAT APPLY):

- A. COOPERATIVE DIRECT PAY**
In choosing Cooperative Direct Pay, the County desires for the County Extension Personnel to receive compensation from both the County and from UGA Extension. The amount of compensation to County Extension Personnel under this option, as well as the County's and UGA Extension's responsibility for the County Extension Personnel's withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between the County and UGA Extension as set forth in Addendum "A" and Exhibit "A" thereto.
- B. COOPERATIVE CONTRACT PAY**
In choosing Cooperative Contract Pay, the County desires for County Extension Personnel to receive their compensation from UGA Extension payroll. The amount of compensation to County Extension Personnel under this option, as well as the

County's and UGA Extension's responsibility for the County Extension Personnel's withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between the County and UGA Extension as set forth in Addendum "B" and Exhibit "A" thereto. However, for administrative purposes the County Extension Personnel's compensation will come directly from UGA Extension, with the County reimbursing UGA Extension for the County's proportionate share.



C. COUNTY FUNDED EXTENSION PERSONNEL

In choosing County Funded Extension Personnel, the County desires for the County Extension Personnel to be an employee of the County receiving compensation from only the County, as set forth in Addendum "C". The County shall be solely responsible for the County Extension Personnel's salary, benefits (including but not limited to health insurance), withholding of federal and state taxes, and retirement benefits (if any).

III. AGREEMENT

1. This MOU shall take effect when it is executed by both **Spalding** County and UGA Extension.
2. In instances of conflict between University of Georgia/University System of Georgia and County policies, the University of Georgia/University System of Georgia policies shall govern.
3. The term of this MOU shall be from the date of execution until terminated by either party by written notice of such intent provided ninety (90) days in advance.
4. This MOU may be modified by written agreement of the parties hereto.
5. Neither party to this agreement will discriminate against any employee or applicant for employment because of race, color, sex, creed, national origin, age, disability, or veteran status.
6. All notices provided for or permitted to be given pursuant to this MOU shall be in writing and shall be deemed to have been properly given or served by personal delivery or by depositing in the United States Mail, postpaid and registered or certified mail, return receipt requested, and addressed to the addresses set forth below. By giving written notice hereunder, either party hereto shall have the right from time to time and at any time during the term of this MOU to change their respective addresses. For the purposes of this Agreement:

The address of UGA Extension is: 835 Memorial Dr.
Griffin, GA 30223

The address of County is:

119 E. Solomon St
Griffin, GA 30223

or such other address as shall be furnished by such notice to the other party.

Peta C. Jones
Chairman, Board of Commissioners, Spalding County

Date: 9/6/19

Cindee Swedo
County Extension Coordinator, Spalding County

Date: 9/9/19

William A. Chubb
Vice President for Public Service and Outreach, University of Georgia

Date: 1/13/2020

 MAILED
2.5.2020

Addendum A

COOPERATIVE DIRECT PAY

In choosing Cooperative Direct Pay, the County desires for the County Extension Personnel to receive compensation from both the County and from UGA Extension. The amount of compensation to County Extension Personnel under this option, as well as the County's and UGA Extension's responsibility for the County Extension Personnel's withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between the County and UGA Extension as set forth in an annual Financial Agreement, substantially in the form shown on Exhibit "A", attached hereto and incorporated herein by reference. Such annual Financial Agreement shall be contingent upon funding as a part of the County's annual budget process.

1. UGA Extension shall employ and supervise County Extension personnel. It shall be the responsibility of the UGA Extension to establish minimum qualifications for County Extension personnel, certify the qualifications of all applicants, and to determine the total salary applicants are to be paid.
2. UGA Extension shall serve as the employer of record and therefore:
 - a. Provide legally required health insurance; and
 - b. Provide legally required worker's compensation insurance
3. UGA Extension shall appoint County Extension personnel in compliance with Equal Employment Opportunity regulations and subject to the approval of the County. The County will provide UGA Extension with written reasons for each disapproval of an appointment recommendation.
4. In the event the work of any County Extension staff member becomes unsatisfactory to the County, it shall be the responsibility of the County to communicate this dissatisfaction to the District Extension Director of the UGA Extension in writing within a reasonable time frame. It shall then be the responsibility of the UGA Extension to address the County's dissatisfaction and advise the County of action taken, if any. UGA Extension shall have the right to terminate or transfer personnel from the County. UGA Extension may select a replacement for the County, following the procedure described above.
5. UGA Extension shall keep at all times an accurate record of all funds received and disbursed under this agreement including all support documents. UGA Extension shall retain such records for a period of three (3) years unless an audit has begun but not been completed or if the audit findings have not been resolved at the end of the three (3) year period. In such cases, the records shall be retained until the audit is complete or until the resolution of the audit findings, whichever is later. UGA Extension will provide the County with a copy of any and all such audits relating to the County Extension office, personnel, and/or operations upon request by the County.

6. UGA Extension shall carry out all work under this agreement in accordance with the administrative and other requirements, including those related to personnel matters, established by the University of Georgia, federal and state laws, regulations, and standards.
7. UGA Extension shall pay its portion of the salary and associated benefits of County Extension personnel at a rate in compliance with the Board of Regents and the UGA Extension salary administration policies.
8. The County shall provide the agreed upon portion of the salaries and associated benefits of County Extension personnel as set forth in the annual Financial Agreement. Benefits, including leave, shall be calculated according to policies established by the Board of Regents.

The County portion of salary shall be paid monthly by the County directly to County Extension personnel. The County will collect and remit FICA taxes on the County portion of the salary. UGA Extension shall provide monthly statements to the County reflecting the County portion of the employer contribution to the employee's retirement benefit with Teachers Retirement System of Georgia. The reimbursement to UGA Extension for the County's portion of this benefit will be made to the UGA Extension in the full amount within fifteen (15) days of receipt of the statement.

The County portion of employee salaries should be adjusted annually based on performance and/or cost of living increases typical of other County employees in accordance with the County's generally applicable rules or conditions for such adjustments. This adjustment should be reported to UGA Extension 30 days prior to effective date. UGA will not allocate any percentage salary increase on the County portion of the employee's salary.

9. The County agrees to pay its share of the annual leave payment in accordance with University of Georgia and UGA Extension leave policies when an employee terminates employment through resignation or retirement during the term of this MOU and chooses to take a lump-sum payment for accumulated annual leave. Such County share shall be based solely on the individual's time serving the County in his or her capacity as part of the County Extension office.

Addendum B

COOPERATIVE CONTRACT PAY:

In choosing Cooperative Contract Pay, the County desires for County Extension Personnel to receive their compensation from UGA Extension payroll. The amount of compensation to County Extension Personnel under this option, as well as the County's and UGA Extension's responsibility for the County Extension Personnel's withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between the County and UGA Extension as set forth in an annual Financial Agreement, substantially in the form shown on Exhibit "A", attached hereto and incorporated herein by reference. Such annual Financial Agreement shall be contingent upon funding as a part of the County's annual budget process. However, for administrative purposes the County Extension Personnel's compensation will come directly from UGA Extension, with the County reimbursing UGA Extension for the County's proportionate share.

1. UGA Extension shall employ and supervise County Extension personnel. It shall be the responsibility of the UGA Extension to establish minimum qualifications for County Extension personnel, certify the qualifications of all applicants, and determine the total salary applicants are to be paid.
2. UGA Extension shall serve as the employer of record and therefore:
 - a. Provide legally required health insurance;
 - b. Provide legally required worker's compensation insurance; and
 - c. Pay applicable FICA taxes; and
 - d. Withhold federal and state income taxes in accordance with relevant federal and state law.
3. UGA Extension shall appoint County Extension personnel in compliance with Equal Employment Opportunity regulations and subject to the approval of the County. The County will provide UGA Extension with written reasons for each disapproval of an appointment recommendation.
4. In the event the work of any County Extension staff member becomes unsatisfactory to the County, it shall be the responsibility of the County to communicate this dissatisfaction to the District Extension Director of the UGA Extension in writing within a reasonable time frame. It shall then be the responsibility of the UGA Extension to address the County's dissatisfaction and advise the County of action taken, if any. UGA Extension shall have the right to terminate or transfer personnel from the County. UGA Extension may select a replacement for the County, following the procedure described above.
5. UGA Extension shall keep at all times an accurate record of all funds received and disbursed under this agreement including all support documents. UGA Extension shall retain such records for a period of three (3) years unless an audit has begun but not been completed or if the audit findings have not been resolved at the end of the three (3) year

period. In such cases, the records shall be retained until the audit is complete or until the resolution of the audit findings, whichever is later. UGA Extension will provide the County with a copy of any and all such audits relating to the County Extension office, personnel, and/or operations upon request by the County.

6. UGA Extension shall carry out all work under this agreement in accordance with the administrative and other requirements, including personnel matters, established by the University of Georgia, federal and state laws, regulations, and standards.
7. UGA Extension shall pay its portion of the salary and associated benefits of County Extension personnel at a rate in compliance with the Board of Regents and the UGA Extension salary administration policies.
8. The County shall provide the agreed upon portion of the salaries and associated benefits of County Extension personnel to UGA Extension within thirty (30) days of receipt of an invoice from UGA Extension. Benefits, including leave, shall be calculated according to policies established by the Board of Regents. UGA Extension will provide monthly statements to the County reflecting the County portion of the County Extension Personnel's salary and benefits. The County is aware and agrees that these benefits will include the County's proportionate share of the employer portion of FICA, worker's compensation and the employee's selected retirement benefits. The employee may select the Georgia Teachers Retirement System or the Board of Regents Optional Retirement Program.

The County portion of employee salaries shall be adjusted annually based on performance and/or cost of living increases typical of other county employees in accordance with the County's generally applicable rules or conditions for such adjustments. This adjustment should be reported to UGA Extension 30 days prior to effective date, and a new contract will be issued with the new salary. UGA Extension will not allocate any percentage salary increase on the County portion of the employee's salary. The County's portion is as set forth in the annual Financial Agreement.

9. The County agrees to pay its share of the annual leave payment in accordance with University of Georgia and UGA Extension leave policies when an employee terminates employment through resignation or retirement during the term of this MOU and chooses to take a lump-sum payment for accumulated annual leave. Such County share shall be based solely on the individual's time serving the County in his or her capacity as part of the County Extension office.

Addendum C

COUNTY FUNDED EXTENSION PERSONNEL

In choosing County Funded Extension Personnel, the County desires for the County Extension Personnel to be an employee of the County receiving compensation from only the County. The County shall be solely responsible for the County Extension Personnel's salary, benefits (including but not limited to health insurance), withholding of federal and state taxes, and retirement benefits (if any).

For County Funded Extension Personnel, UGA EXTENSION agrees to the following:

1. UGA Extension shall establish minimum qualifications for County Extension personnel and certify the qualifications of all applicants.
2. UGA Extension may approve or disapprove appointment recommendations by County of County Funded Extension personnel; provided, however, UGA Extension will provide the County with written reasons for each disapproval of an appointment recommendation.
3. UGA Extension shall supervise and evaluate County Funded Extension personnel according to applicable University of Georgia and the Board of Regents policies and procedures.
4. UGA Extension shall collect, approve and transfer employee work time records to the COUNTY on a weekly or monthly basis as agreed upon.
5. In the event the work of any County Funded Extension personnel becomes unsatisfactory to UGA Extension, it shall be the responsibility of UGA Extension to communicate this dissatisfaction to the County. It shall then be the responsibility of the County to appropriately deal with the dissatisfaction and advise the UGA Extension of action taken, if any. The County shall have the right to terminate or transfer personnel.

For County Funded Extension Personnel, the COUNTY agrees to the following:

1. The County shall employ and determine the total salary that personnel are to be paid.
2. The County shall provide all salary and associated benefits as per County policy.
3. The County shall serve as the employer of record and therefore:
 - a. Provide legally required health insurance;
 - b. Provide legally required worker's compensation insurance;
 - c. Withhold and pay appropriate FICA and income taxes to the relevant government agencies; and
 - d. Designate supervision of extension personnel to the District Extension Director.
4. Annual salary adjustments for County Extension personnel shall be based on County policy and consistent with such policies for other County employees.

5. No provision of this Addendum, the MOU, or the annual Financial Agreement between UGA Extension and the County shall create any employment rights for such personnel above and beyond any such rights enjoyed by County employees generally.

County Contract Extension Salary/Benefits Budget

Salary	% Time	BOARD OF COMMISSION		BOARD OF EDUCATION		UGA Direct Pay	Total Annual
		Direct Pay	Co Contract	100% Funded	100% Funded		
Sweda, Cynthia - Agent	100	\$	17,110				\$ 17,110
Employee 2							
Employee 3							
Employee 4							
Employee 5							
Employee 6							
Employee 7							
Employee 8							
Employee 9							
Employee 10							
Total		\$	17,110	\$	\$	\$	17,110

FICA Calculated at 7.65% Temp Hrly less than 50% time calculated at 1.45

Sweda, Cynthia - Agent	\$	-	\$	1,309	\$	-	\$	-	\$	-	\$	-	\$	1,309
Employee 2	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Employee 3	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Employee 4	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Employee 5	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Employee 6	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Employee 7	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Employee 8	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Employee 9	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Employee 10	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Total	\$	-	\$	1,309	\$	-	\$	-	\$	-	\$	-	\$	1,309

Retirement Enter IRS at .2114 or ORP at .0924]

Employee	0.0924	1,581								1,581
Sweda, Cynthia - Agent	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Employee 2	\$	-	-	-	-	-	-	-	-	-
Employee 3	\$	-	-	-	-	-	-	-	-	-
Employee 4	\$	-	-	-	-	-	-	-	-	-
Employee 5	\$	-	-	-	-	-	-	-	-	-
Employee 6	\$	-	-	-	-	-	-	-	-	-
Employee 7	\$	-	-	-	-	-	-	-	-	-
Employee 8	\$	-	-	-	-	-	-	-	-	-
Employee 9	\$	-	-	-	-	-	-	-	-	-
Employee 10	\$	-	-	-	-	-	-	-	-	-
Total	\$	-	\$	1,581	\$	-	\$	-	\$	1,581

Health Benefits 1 = Yes

Employee	1									
Sweda, Cynthia - Agent	1	\$	\$	\$	\$	\$	\$	\$	\$	\$
Employee 2	1	-	-	-	-	-	-	-	-	-
Employee 3	1	-	-	-	-	-	-	-	-	-
Employee 4	1	-	-	-	-	-	-	-	-	-
Employee 5	1	-	-	-	-	-	-	-	-	-
Employee 6	1	-	-	-	-	-	-	-	-	-
Employee 7	1	-	-	-	-	-	-	-	-	-
Employee 8	1	-	-	-	-	-	-	-	-	-
Employee 9	1	-	-	-	-	-	-	-	-	-
Employee 10	1	-	-	-	-	-	-	-	-	-
Total		\$	-	\$	1,581	\$	-	\$	-	\$

Grand Totals	BOARD OF COMMISSION		BOARD OF EDUCATION		UGA
	\$	%	\$	%	\$
	\$ -	0%	\$ -	0%	\$ -
	\$ 20,000	100%	\$ -	0%	\$ 20,000



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: SPALDING COUNTY

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

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

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

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

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

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

Local Government or Authority	Funding Method
Spalding County	General Funds, SPLOST, Grants

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:

Agreement Name	Contracting Parties	Effective and Ending Dates
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?

Health and Human Services are provided in accordance with Federal and State Laws.

7. Person completing form: **Steve Ledbetter, PhD, County Manager**
 Phone number: **770-467-4224** Date completed: October 27, 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: SPALDING COUNTY

Service: Indigent Medical Care

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

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

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

No

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

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

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

Local Government or Authority	Funding Method
Spalding County	WellStar Spalding Regional

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:

Agreement Name	Contracting Parties	Effective and Ending Dates
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?

N/A

7. Person completing form: **Steve Ledbetter, PhD, County Manager**
 Phone number: **770-467-4224** Date completed: October 27, 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:

**Spalding County Health Department
1007 Memorial Drive/PO Box 129
Griffin, GA 30224
Phone (770)467-4740
FAX (770) 229-3169
Appointment Line (706) 845-4035 or 1-800-847-4262**

Cynthia K. Tidwell, R.N.
County Nurse Manager
(770) 467-4737

Cynthia.Tidwell@dph.ga.gov

Clinic Hours: M-F 8:00am-5:00pm

Appointments Preferred

FEES BASED ON SLIDING SCALE

Cash, Medicaid, VISA, American Express, Debit Cards and Mastercard Accepted

Services Offered:

Bioterrorism PHAST Team: Up to date trained personnel on possible terrorist events

Cancer Screening: Pap smears and breast exams. Referrals for free mammogram for women over 50 years of age meeting income limits.

Children First: Identification, screening, tracking and service coordination for high priority children, birth to third birthday, to reduce infant mortality and preventable health and developmental problems. Call (770) 467-4740, Ext 113.

Children's Medical Services: Referrals for children with physical disorders. Call (770) 467-4740, Ext 125

Examinations: Physical examinations for camp, sports, foster care, Green Thumb, Council on Aging and other agencies that do not require physician signature.

Family Planning: Counseling, comprehensive physical exam, anemia screening, nutritional counseling, pregnancy test if necessary, pap smear and birth control. Referrals for free vasectomies for men.

Head Checks for Lice: Examination and treatment for lice.

Health Check: Complete child health physical examinations and referral services for children up to age 21. Referrals for hearing aids, eye glasses, and special dental problems for eligible children.

Hearing/Vision/Dental Screenings

Immunizations: Immunizations for childhood diseases to reduce infant mortality and preventable health and developmental problems. Adult immunizations for Flu, Pneumonia, Tetanus and Hepatitis B. Call (770) 467-4740, Ext 108.

Lab Test: Routine blood test (with MD order, can be provided for the community)

Nutrition Services/WIC: The WIC office is located at 610 S. 8th St, Griffin, GA 30224. Call 1-866-636-7942.

Pregnancy Testing: Right From the Start Medicaid Application Completed (if pregnancy test positive).

Rash Checks

Sexually Transmitted Diseases (STDs): Education, testing and treatment

Scoliosis: Physical examination

Tuberculosis: Skin tests, x-rays and treatments

Vital Records: Certified copies of Spalding County birth and death certificates. Cost of \$25.00 for first certificate. If other copies desired, of same person on the same day, \$5.00 per extra copy. Hours of operation are from 8:00 AM – 4:00 PM. Call (770) 467-4741.

Environmental Health: Permitting and inspections of food service, septic tanks, tourist accommodations, pools, and body art facilities. Permitting and sampling of wells also available. Call (770) 467-4230.

JOINT AUTHORITIES



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: SPALDING COUNTY

Service: Butts-Spalding County Joint Development Authority

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

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

Local Government or Authority	Funding Method
Spalding County	General Fund, Impact Fees

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

Change in location, assignment of permitting and inspections.
 Previously Form 2 titled Butts, Henry, Lamar, & Spalding Joint Development Authority

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

Agreement Name	Contracting Parties	Effective and Ending Dates
The "Joint Development Authority of Butts and Spalding County"	Spalding County and Butts County	04/18/2022-04/18/2032

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?

By Resolution dated April 11, 2022 by Butts County Board of Commissioners and April 18, 2022 by Spalding County Board of Commissioners.

7. Person completing form: **Steve Ledbetter, PhD, County Manager**
 Phone number: **770-467-4224** Date completed: October 27, 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:

RESOLUTION AMENDING AND RESTATING THE ACTIVATING RESOLUTION OF THE "JOINT DEVELOPMENT AUTHORITY OF BUTTS COUNTY AND SPALDING COUNTY;" PROVIDING FOR THE EXPANSION OF THE AREA OF OPERATION OF THE AUTHORITY, CONFIRMATION OF THE BYLAWS OF THE AUTHORITY, RATIFICATION OF A CERTAIN INTERGOVERNMENTAL AGREEMENT AND RELATED MATTERS

WHEREAS, O.C.G.A. § 36-62-5.1 authorizes two or more counties, by concurrent resolutions of their respective local governing bodies, to create and activate a joint development authority; and

WHEREAS, the Joint Development Authority of Butts County and Spalding County (the "**Authority**") was created and activated by a concurrent resolution (the "**Activating Resolution**") of Butts County, Georgia, which was adopted on February 8, 2016, and Spalding County, Georgia, which was adopted on February 8, 2016 (Butts County and Spalding County collectively, the "**Participating Jurisdictions**" or individually, a "**Participating Jurisdiction**"); and

WHEREAS, it is now beneficial to the Participating Jurisdictions to expand the area of operation of the Authority to further the Authority's ability to develop and promote for the public good and general welfare, trade, commerce, industry, and employment opportunities of Butts County and Spalding County in accordance with the Development Authorities Law, codified in O.C.G.A. § 36-62-1, et seq., as the same now exists and as it may be hereafter amended (the "**Act**"); and

WHEREAS, the Participating Jurisdictions wish to (i) confirm and adopt the Authority's bylaws and (ii) ratify and continue that certain Intergovernmental Agreement entered into by the Participating Jurisdictions, dated January 11, 2016 (the "**Intergovernmental Contract**"); and

WHEREAS, in connection therewith, it is necessary and desirable for the Participating Jurisdictions to hereby amend and restate the Activating Resolution.

NOW, THEREFORE, BE IT RESOLVED, by the board of commissioners of each Participating Jurisdiction that the Activating Resolution is amended and restated in its entirety to read as follows:

Section 1. CONTINUATION OF JOINT AUTHORITY. The Participating Jurisdictions hereby find and determine a need for a joint development authority to operate in the Participating Jurisdictions under the name "Joint Development Authority of Butts County and Spalding County," pursuant to the provisions of O.C.G.A. § 36-62-5.1. This joint and concurrent resolution, when adopted by the boards of commissioners of all the Participating Jurisdictions, shall be deemed to continue the Authority in operation hereunder, with each Participating Jurisdiction participating therein, rather than to create a new joint development authority. The Authority shall transact business pursuant to, and exercise the powers provided by the provisions of the Act.

Section 2. MEMBERS.

(a) The number of members of the Authority shall be eight (8) and shall be constituted as follows:

(i) Four (4) members shall be taxpayers residing in Butts County who hold, at the time of their appointment, the positions of Chairman, Vice Chairman, Secretary, and Treasurer of the Development Authority of Butts County, and be initially appointed, as provided in this resolution and, thereafter, by the Board of Commissioners of Butts County, Georgia as their respective terms expire.

(ii) Four (4) members shall be taxpayers residing in Spalding County who hold, at the time of their appointment, the positions of Chairman, Vice Chairman, Secretary/Treasurer and Executive Director of the Griffin-Spalding County Development Authority, and be initially appointed, as provided in this resolution and, thereafter, by the Board of Commissioners of Spalding County as their respective terms expire.

(b) Each of the members initially appointed shall serve an initial term commencing on the date of the adoption of this Resolution and expiring as set forth in (d), below. After expiration of the initial term of each such appointed member, the terms of office of his or her respective successor shall be terms of one (1) calendar year and each such term of office shall be filled by appointment of the governing body that appointed the member whose term expired in accordance with the above requirements. If, at the end of any term of any such appointed member, a successor to such member has not been appointed, the member whose term of office has expired shall continue to hold office until his or her successor is appointed, which appointment shall be for the balance of the term being filled. If a vacancy occurs in the case of any such appointed member, the governing body of the Participating Jurisdiction that appointed such member shall appoint a successor to serve for the balance of the term being filled in accordance with the above requirements.

(c) The members of the Authority shall receive no compensation for their services, but shall be reimbursed for their actual expenses incurred in the performance of their duties.

(d) (i) The following persons, each of which meet the criteria for members set forth in Section 2(a) hereof, have been, and are hereby, so appointed by the respective governing bodies of the Participating Jurisdictions as shown by their names below for terms beginning with the adoption of this Resolution and continuing for a term expiring on the specified expiration date subject to (ii) below:

NAME	EXPIRATION DATE	PARTICIPATING JURISDICTION
John Harkness	December 31, 2022	Butts County
Arthur White	December 31, 2022	Butts County
Alicia Washington	December 31, 2022	Butts County

Roger McDaniel	December 31, 2022	Butts County
Charles Copeland	December 31, 2022	Spalding County
Tom Gardner	December 31, 2022	Spalding County
Robert Parker	December 31, 2022	Spalding County
David Luckie	December 31, 2022	Spalding County

(ii) If at any time a member of the Authority shall cease to be qualified for appointment as such because such member no longer occupies one of the positions stipulated as a qualification in Section 2(a)(i) or Section 2(a)(ii), above, then such member's term as a member of this Authority shall simultaneously and automatically expire.

(e) The members of the Authority shall constitute its board of directors. A majority of the members of the Authority shall constitute a quorum, but no action may be taken by the Authority without the affirmative vote of a majority of the full membership of the Authority.

Section 3. OFFICERS. The directors shall elect one (1) of their members as Chair and another as Vice Chair and shall also elect a Secretary and a Treasurer or a Secretary-Treasurer, either of whom may, but need not be, a director. The Authority may have such other officers as it may determine.

Section 4. AREA OF OPERATION. The Participating Jurisdictions agree that the Authority shall only undertake projects for buildings which straddle the Butts and Spalding County line within the area of operation shown in the attached Exhibit "A-1" and Tracts 1 and 3 of Exhibit "A-2," which are incorporated herein by reference. Further, the Authority may also undertake any portion of a project related to utilities, road access, or related infrastructure improvements which may extend outside the said area, so long as those portions extending beyond the area of operation defined herein directly benefit a project located within the specified area and the Authority secures the approved written consent from the County Board of Commissioners affected by such portion of a project.

Section 5. INTERGOVERNMENTAL AGREEMENT.

(a) The qualifications for members of the Authority set forth in Section 2 hereof and the definition of the area of operation set forth in Section 4 hereof are collectively intended to be an intergovernmental agreement between the Participating Jurisdictions, and among them and the Authority upon its creation, pursuant to Art. IX, Sec. III, Para I(a) of the Georgia Constitution, and upon its creation the members of the Authority shall by resolution expressly join in and be bound by such agreement. The term of such intergovernmental agreement shall expire ten (10) years from the effective date of this Resolution, or upon the dissolution of this Authority, whichever first occurs.

(b) In addition, a copy of the Intergovernmental Contract is attached hereto, together with this approving resolution, as Exhibit "B," which is incorporated herein by reference, and is

hereby ratified and confirmed and shall continue unabated in accordance with its terms; provided, however, that, the Intergovernmental Contract is hereby amended by this Resolution, without further action required by the Participating Jurisdictions, as follows:

(i) The consecutive paragraphs 1.), 2.), 3.), and 4.) of the Intergovernmental Contract are hereby amended to strike the existing provisions, to be replaced by the following paragraphs:

1. Applicable Territory. This Intergovernmental Contract shall only apply to projects for which the building straddles the Spalding County and Butts County line within the geographic area set forth in Exhibit "A-1" and Tracts 1 and 3 as show on Exhibit "A-2" to this Resolution.
2. Regulatory Oversight. The County in which to be constructed is a building that straddles the county line and has a majority of its square feet (50% plus any fraction of a square foot more) of space under roof ("MSF") shall be the "Regulating County" and shall have regulatory oversight in accordance with this paragraph. The Regulating County shall be solely responsible for the administration of all permits and approvals required for development of a project site and construction of project structures including, but not limited to, land disturbance, land development, building and other structural construction, life-safety compliance, certificates of completion, and certificates of occupancy. The Regulating County shall assess and collect its fees associated with said regulatory oversight.
3. Incentives. The Regulating County shall also be the entity to work with the Joint Development Authority regarding project incentives. This provision shall not be construed to authorize either County to waive assessment and collection of any tax that otherwise exceeds previously established incentives guidelines of each County without the express written approval by the other County's Board of Commissioners. Moreover, occupational taxes shall be divided between the Regulating County and the non-Regulating County based on a pro rata share of the project's building(s) square footage of space under roof located within each respective county.
4. Impact Fees. Except as otherwise provided in this paragraph, all impact fees for both Counties shall be assessed and collected by the Regulating County based on the project's building(s) square footage of space under roof located within each respective county. As the exclusive water and sewer provider to all projects subject to this agreement, the Regulating County shall collect and remit to Butts County or Butts County Water Authority, as the case may be, all water and sewer impact fees and connection fees, unless waived in writing by the governing body assessing such fees. In exchange for Butts County providing first responder services to the project, Spalding County agrees to remit

\$550,000.00 to Butts County within 6 months of approval by the Parties of the Resolution adopting this paragraph of the Intergovernmental Contract.

5. Development Agreement Incorporated. For those projects and buildings to which this Intergovernmental Contract applies, Spalding County agrees to permit, follow, and enforce the land uses and standards approved by Butts County in the Development Agreement between Butts County, Georgia and LGS Industrial, LLC dated December 23, 2019, recorded on February 26, 2020 at Deed Book 905, Pages 59-98 in the title records of Butts County, Georgia, as amended from time to time, which is incorporated into this Contract by reference.

(ii) The numbers "4." and "5." before the following headings, respectively, are deleted: "Counties' Representation and Warranties" and "Further Acknowledgments."

(iii) Paragraph 6.) is amended by striking the "6)." and inserting in lieu thereof "g." thereby making it apart of the alphabetized list under the heading "Further Acknowledgments" and also amended by striking the number "50" and replacing it with the number "10."

Section 6. BYLAWS. A copy of the Authority's now-existing bylaws, as approved by a resolution of the Authority, is attached hereto as Exhibit "C," which is incorporated herein by reference, and is hereby adopted and confirmed; provided, however, if said bylaws conflict with this Resolution for said Intergovernmental Contract, the terms of this Resolution or Intergovernmental Contract shall control.

Section 7. FILING WITH SECRETARY OF STATE. A copy of this Resolution shall be filed with the Secretary of State of Georgia.

Section 8. COUNTERPARTS. This Resolution may be executed by the Participating Jurisdictions in multiple counterparts and signature pages, but the same shall be considered one document.

Section 9. REPEALER. Any and all resolutions in conflict with this Resolution are hereby repealed; provided that the Authority shall continue in existence as a duly activated joint development authority without interruption from the date of its original activation. This Resolution amends and restates the Activating Resolution and supersedes the same in its entirety.

Section 10. EFFECTIVE DATE. This Resolution shall become effective on the date of its adoption by the last of the governing bodies of the Participating Jurisdictions to adopt the same.

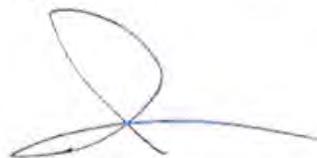
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Passed and Adopted by the Board of Commissioners of Butts County this 11th day of April, 2022.



Chair of the Board of Commissioners
of Butts County

ATTEST:



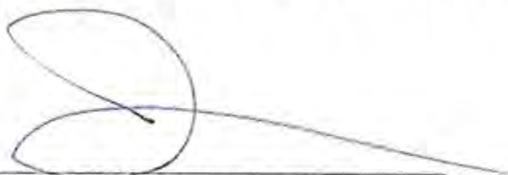
Clerk of the Board of Commissioners
of Butts County

[SEAL]



CLERK'S CERTIFICATE

I, the undersigned Clerk of the Board of Commissioners of Butts County, keeper of the records and seal thereof, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Board of Commissioners of Butts County creating and activating the "Joint Development Authority of Butts County and Spalding County," and containing provisions relating to the members and directors of the Authority, in a public meeting assembled on April 11, 2022, an original of which resolution has been entered in the official records of said County under my supervision and is in my official possession, custody and control.



Clerk of Board of Commissioners
of Butts County

[SEAL]



Passed and Adopted by the Board of Commissioners of Spalding County this 18th day of April, 2022.

Clay W. Davis
Chair of the Board of Commissioners
of Spalding County

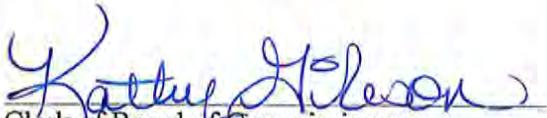
ATTEST:

Kristy Gibson
Clerk of the Board of Commissioners
of Spalding County

[SEAL]

CLERK'S CERTIFICATE

I, the undersigned Clerk of the Board of Commissioners of Spalding County, keeper of the records and seal thereof, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Board of Commissioners of Spalding County creating and activating the "Joint Development Authority of Butts County and Spalding County," and containing provisions relating to the members and directors of the Authority, in a public meeting assembled on April 18, 2022, an original of which resolution has been entered in the official records of said County under my supervision and is in my official possession, custody and control.


Clerk of Board of Commissioners
of Spalding County

[SEAL]

EXHIBIT A

Area of Operation

The area of operation shall be comprised of the land collectively described and depicted in Exhibits A-1 (the "Original Area") and A-2 (the "Expanded Area") hereto, below.

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EXHIBIT A-1

Original Area

ALL that tract or parcel of land lying and being in Land Lots 38, 39, 26 and 27, Second District, Butts County and Land Lots 38, 39 and 26, Second District, Spalding County, Georgia and being more particularly described as follows:

COMMENCING at an iron pin set (#4 rebar) where the county line of Butts and Spalding County intersect the northeasterly right of way margin of Jackson Road (100' Right of Way), said iron pin set (#4 rebar) being the TRUE POINT OF BEGINNING;

THENCE North 47 degrees 17 minutes 08 seconds West for a distance of 207.67 feet along the northeasterly right of margin of Jackson Road to an iron pin found (#6 rebar);

THENCE continuing along the northeasterly right of way margin of Jackson Road North 49 degrees 24 minutes 44 seconds West for a distance of 99.47 feet to a point;

THENCE continuing along the northeasterly right of way margin of Jackson Road along an arc to the left an arc distance of 343.53 feet, having a radius of 1966.05 feet, and being subtended by a chord of North 54 degree 25 minutes 04 seconds West for a distance of 343.09 feet to an iron pin set (#4 rebar);

THENCE departing the northeasterly right of way margin of Jackson Road (100' Right of Way), North 24 degrees 09 minutes 19 seconds East 1892.21 feet to an iron pin set (#4 rebar);

THENCE North 90 degrees 00 minutes 00 seconds East for a distance of 1497.65 feet to an iron pin set (#4 rebar) on the southwesterly right of way margin of Interstate 75 (Variable Right of Way);

THENCE along the southwesterly right of way margin of Interstate 75 (Variable Right of Way), South 29 degrees 46 minutes 06 seconds East for a distance of 5.66 feet to an iron pin found (#4 rebar) on the Land Lot line of Land Lots 38 and 39 in Spalding County;

THENCE continuing along the southwesterly right of way margin of Interstate 75 (Variable Right of Way), South 29 degrees 48 minutes 59 seconds East for a distance of 373.14 feet to an iron pin set (#4 rebar);

THENCE departing the southwesterly right of way margin of Interstate 75 (Variable Right of Way), South 55 degrees 05 minutes 17 seconds West for a distance of 126.89 feet to an iron pin set (#4 rebar);

THENCE South 34 degrees 54 minutes 43 seconds East for a distance of 422.92 feet to an iron pin set (#4 rebar);

THENCE South 21 degrees 45 minutes 24 seconds East for a distance of 361.88 feet to an iron pin set (#4 rebar);

THENCE South 40 degrees 18 minutes 38 seconds East for a distance of 425.78 feet to an iron pin set (#4 rebar);

THENCE South 24 degrees 45 minutes 18 seconds East for a distance of 493.95 feet to an iron pin set (#4 rebar);

THENCE South 35 degrees 00 minutes 48 seconds East for a distance of 471.79 feet to an iron pin set (#4 rebar);

THENCE South 28 degrees 50 minutes 48 seconds West for a distance of 256.33 feet to an iron pin set (#4 rebar);

THENCE South 80 degrees 17 minutes 56 seconds West for a distance of 2131.47 feet to an iron pin set (#4 rebar) on the northeasterly right of way margin of Jackson Road (100' Right of Way);

THENCE North 47 degrees 17 minutes 08 seconds West for a distance of 1025.67 feet along the northeasterly right of way margin of Jackson Road (100' Right of Way) to an iron pin set (#4 rebar) where the county line of Butts and Spalding County intersect the northeasterly right of way margin of Jackson Road (100' Right of Way), said iron pin set (#4 rebar) being the TRUE POINT OF BEGINNING.

Said tract of land contain 55.49 acres in Spalding County and 94.51 acres in Butts County and an aggregate of 150.00 acres total.

EXHIBIT A-2

Expanded Area

[CONTINUED ON NEXT PAGE]

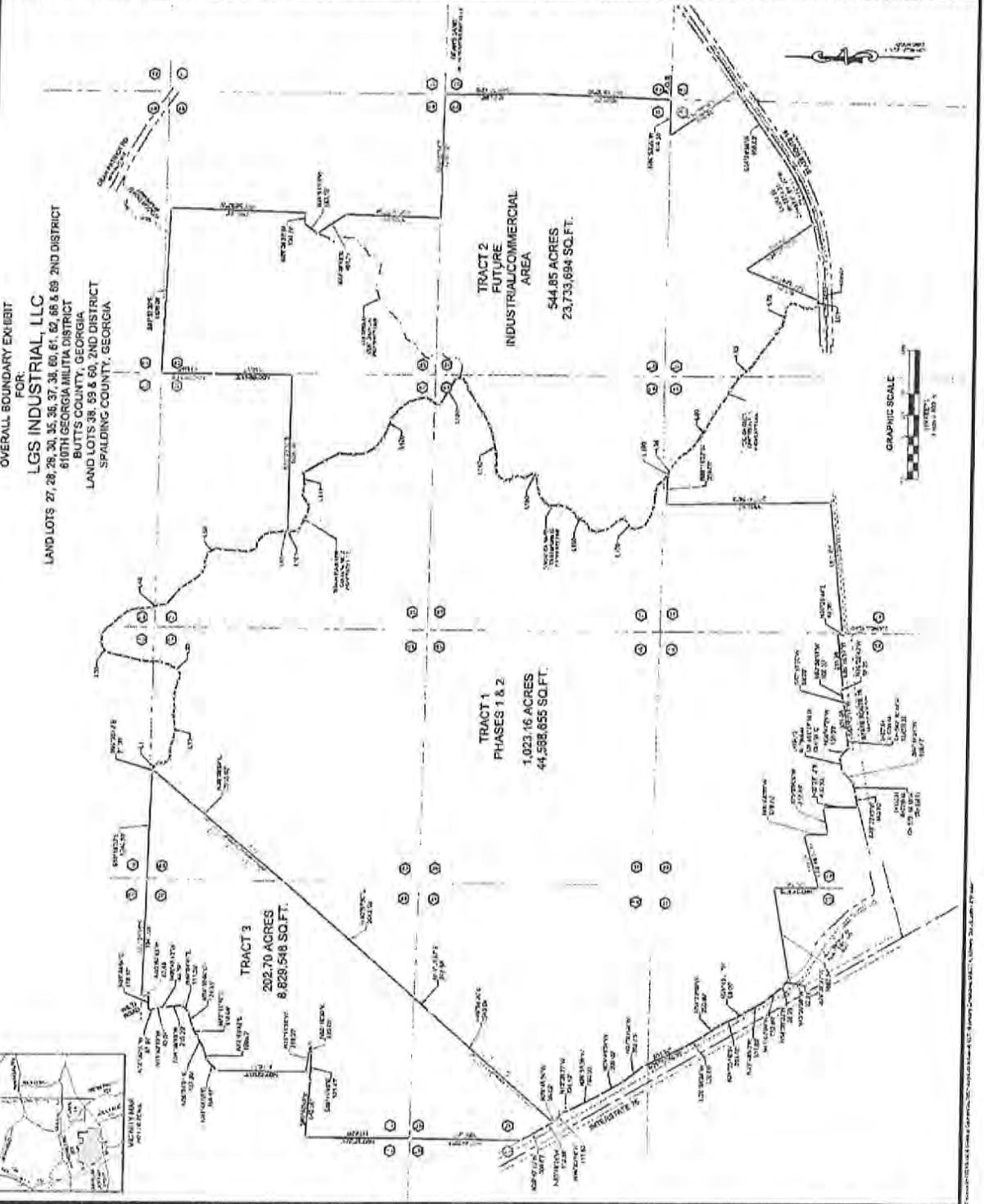


FOR:
LGS INDUSTRIAL, LLC
 LOCATED IN:
 LAND LOTS 27, 28, 29, 30, 35, 36, 41, 42, 68 & 69, 81, 82,
 83 & 84 DISTRICT, 610TH GEORGIA MILITIA DISTRICT
 LAND LOTS 35, 36, & 82 DISTRICT SPALDING COUNTY, GEORGIA



SHEET NUMBER
1 OF 1

TRACT	PHASE	AREA (ACRES)	AREA (SQ. FT.)
TRACT 1	PHASES 1 & 2	1,023.16	44,588,655
TRACT 2	FUTURE INDUSTRIAL COMMERCIAL AREA	544.85	23,733,694
TRACT 3		202.70	8,828,548



OVERALL BOUNDARY EXHIBIT
 FOR:
LGS INDUSTRIAL, LLC
 LAND LOTS 27, 28, 29, 30, 35, 36, 41, 42, 68 & 69, 81, 82,
 83 & 84 DISTRICT
 610TH GEORGIA MILITIA DISTRICT
 BUTTS COUNTY, GEORGIA
 LAND LOTS 35, 36, & 82 DISTRICT
 SPALDING COUNTY, GEORGIA



DATE: 11/15/2011
 DRAWN BY: J. L. GIBSON
 CHECKED BY: J. L. GIBSON
 PROJECT NO.: 11-0001

EXHIBIT B

Resolution Approving the Intergovernmental Contract

[Insert Resolution]

ATTACHMENT 1

Intergovernmental Contract

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement is entered into as of the 11th day of January, 2016 (the "Effective Date") between Butts County, Georgia, acting by and through the Board of Commissioners of Butts County (the "Board of Commissioners"), and Spalding County Georgia, acting by and through the Board of Commissioners of Spalding County (the "Board of Commissioners").

WHEREAS, Article IX Section III, Paragraph I of the Georgia Constitution (the IGC Clause) authorizes Butts County and Spalding County to enter into an Intergovernmental Contract for the provision of services with each other for a period that does not exceed fifty (50) years for the joint or separate use of facilities or equipment to the extent that such contract deals with activities, services or facilities that Butts County and Spalding County are authorized by law to undertake or provide;

WHEREAS, certain property lies in both Butts County and Spalding County, and development on this property will have a significant economic impact on both counties;

WHEREAS, the Butts County Board of Commissioners and the Spalding County Board of Commissioners, both are authorized to issue building permits, agree there should be one designated agency with jurisdiction to issue permits, perform inspections, assess value for ad valorem tax purposes and collect taxes in the event a building is constructed that is situated on both sides of the border;

NOW THEREFORE, in consideration of the mutual benefits, the parties to this Agreement, the Butts County Board of Commissioners and the Spalding County Board of Commissioners, hereby agree to enter into this Agreement pursuant to the IGC Clause as follows:

- 1.) In the event of a building being constructed that is situated in both Butts and Spalding County, the county in which the front door is located, shall have the jurisdiction to conduct plan reviews, issue permits and conduct inspections as required. The jurisdiction in which the front door is not located shall have the opportunity to provide input during the plan review process.
- 2.) The revenue generated from the issuance of permits will be prorated and shared by the counties based on the square footage of the development in each county. The issuing county shall be responsible for remitting payment within 30 days of receipt of fees to the non-issuing county.
- 3.) Unless otherwise agreed to by both counties, the location of the front door will also determine which county has the jurisdiction to assess the project for ad valorem tax purposes and to collect the taxes based on the square footage of the development in each county and billed according to the current millage rate in each county with the collecting county remitting payment within 30 days of receipt of taxes to the non-collecting county.
- 4.) Unless otherwise agreed to by both counties, the provision of water and sewerage services to any building being constructed that is situated in both Butts and Spalding County shall be provided by the Butts County Water and Sewer

January 11, 2016

Authority and both counties agree to amend any Wastewater Management Plans, Water Sales contract or any other agreements necessary to facilitate this service.

4. Counties' Representation and Warranties

Butts County and Spalding County each represent and warrant they are political subdivisions duly created and organized under the Constitution and laws of the State of Georgia (the "State"). Under the Constitution and laws of the State, the Counties are authorized to execute, deliver and perform their obligations under this Agreement. The Counties have duly authorized the execution, delivery and performance of this Agreement. This Agreement is a valid, binding and enforceable obligation of Butts County and Spalding County.

5. Further Acknowledgements

The Parties each acknowledge and agree to the following:

- a. This Agreement may be amended in writing from time to time as permitted by State law;
 - b. This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia;
 - c. Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of this Agreement shall remain in full force and effect unless such invalid or unconstitutional provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement;
 - d. The parties shall comply with all applicable local, State, and federal statutes, ordinances, rules and regulations;
 - e. No consent or waiver, expressed or implied by any party to this agreement, to any breach of any covenant, condition, or duty of another party shall be construed as a consent to or waiver of any future breach of the same; and
 - f. This Agreement may be executed in several counterparts, each of which shall be an original of all of which shall constitute but one and same instrument.
- 6.) The term of this Intergovernmental Agreement shall be 50 years from the date of execution.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers have caused this Agreement to be executed as of the day and year first above written.

Executed this 11th day of January 2016.

January 11, 2016

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BUTTS COUNTY

By: Keith Douglas
Chairman, Board of Commissioners

BY: Crystal Epps
Clerk

SPALDING COUNTY

BY: Keith Douglas
Chairman, Board of Commissioners

BY: William P. Webb
Clerk

January 11, 2016

{Doc: 03011192.DOCX}

EXHIBIT C

Bylaws

BYLAWS OF THE JOINT DEVELOPMENT AUTHORITY OF BUTTS COUNTY AND SPALDING COUNTY

ARTICLE I ORGANIZATION OF DEVELOPMENT AUTHORITY

Section 1.1 Status. The Joint Development Authority of Butts County and Spalding County (the "**Authority**") is a public body corporate and politic, created in and for Butts County and Spalding County. The Authority has been authorized by the General Assembly of Georgia and has been created and activated as a development authority under O.C.G.A. Section 36-62-1, *et seq.* (the "**Development Authorities Law**") by a resolution of the governing bodies of Butts County and Spalding County, duly filed with the Secretary of State of Georgia.

Section 1.2 Name. The Authority is named the "Joint Development Authority of Butts County and Spalding County".

Section 1.3 Activating Resolution. The activating resolution of Butts County and Spalding County referred to above, together with all subsequent amendments thereof, are sometimes referred to collectively in these bylaws as the "Activating Resolution". It shall be the duty of the Secretary of the Authority to place a copy of the Activating Resolution in the Authority's minute book, and these bylaws shall be subject to the Activating Resolution.

ARTICLE II PURPOSES AND POWERS

Section 2.1 General Purposes. The general purposes and powers of the Authority have been determined by the General Assembly of Georgia and are set forth in the Development Authorities Law.

Section 2.2 Area of Operations. The Authority shall limit its operations and its area of operations on and subject to the terms and conditions of Section 4 of the Activating Resolution, a copy of which is attached as Schedule 2.2 hereto and incorporated herein by reference. Without limitation, by their resolution adopting these bylaws, the members of the Authority on its behalf expressly join in and agree to be bound by the intergovernmental agreement contained in said Section. 4.

Section 2.3 Particular Purposes. Without limitation of Section 2.1, above, but subject to Section 2.2, above, the Authority shall have the following particular purposes:

- (a) to develop and promote for the public good and general welfare trade, commerce, industry and employment opportunities of Butts County and Spalding County in accordance with the Development Authorities Law;
- (b) to encourage cooperation among economic development organizations with Butts County and Spalding County; and

(c) to exercise all of the powers granted to a development authority pursuant to the provisions of the Development Authorities Law.

Section 2.4 Requirements Applicable to Joint County Development Authorities. The Authority shall comply with the provisions of O.C.G.A. Sec. 36-62-5.1(e)(1), part of the Development Authorities Law, which specifies that a joint authority created by two or more contiguous counties, (a) must be an active bona fide joint authority; (b) must have a board of directors; (c) must meet at least quarterly; and (d) must develop an operational business plan.

ARTICLE III OFFICES AND PLACES OF MEETINGS

Section 3.1 Principal Office. The Authority shall have an office located at _____ . The designation by the Authority of a principal office is intended, among other things, to identify the location of the Authority for purposes of O.C.G.A. Sec. 36-82-75, part of the Revenue Bond Law.

Section 3.2 Additional Offices. The Authority may have such other offices at such additional locations within its area of operations as the Authority may deem appropriate.

Section 3.3 Regular Meeting Place. The principal office shall be considered a regular meeting place of the Authority.

ARTICLE IV DIRECTORS

Section 4.1 General. The Authority shall have a Board of Directors which shall consist of members qualified and appointed as provided in the Activating Resolution.

Section 4.2 Quarterly and Special Meetings. Regular quarterly meetings of the Directors shall be held once each quarter on the first Monday of the months of January, April, July and October at a regular meeting place of the Authority. One such quarterly meeting, so designated each year by the Authority, shall be considered its annual meeting. At said annual meeting, the Directors shall adopt an annual budget for the Authority's fiscal year and shall elect officers and shall consider such other matters as shall be brought properly before them. Special meetings of the Directors shall be held when called by the Chairman of the Authority, the Vice Chairman of the Authority acting in place of the Chairman, or a majority of the Directors at such dates and times as he or they reasonably shall fix, at a regular meeting place of the Authority determined by him or them.

Section 4.3 Notice. Notice of each meeting shall be given to each Director of the Authority personally, in writing, by mail, facsimile or email, or by telephone by whomever shall call the meeting or by the Secretary of the Authority at the direction of whomever shall call the meeting. Notice shall set forth the date, time and place of the meeting and, if for a special meeting, also shall set forth the purpose or business to be transacted at the meeting. Notice shall be given as much in advance of the meeting as shall be reasonable under the circumstances and as shall be required by law.

Section 4.4 Waiver of Notice. Attendance of a member at a meeting of the Directors shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the date, time and place of the meeting or the manner in which it has been called or convened, except when a Director shall attend the meeting solely for the purpose of stating, at the beginning of the meeting, any such objection to the transaction of business.

Section 4.5 Open and Public Meetings. All meetings of the Authority shall be conducted as required by Georgia's "Open Meetings" law, codified as O.C.G.A. § 50-14-1 *et seq.* (the "Open Meetings Law"), and all provisions of these bylaws shall be subject thereto. The designation by the Authority of a regular meeting place pursuant to Section 3.3, above, is intended, among other things, to facilitate satisfaction of the requirements of the Open Meetings Law pertaining to a regular place of meetings.

Section 4.6 Attendance; Quorum; Vote Required for Action. At all meetings of the Directors, the presence of a majority of the Directors eligible to vote shall be necessary and sufficient to constitute a quorum for the transaction of business. However, no action may be taken by the Board without the affirmative vote of a majority of the full membership of the Board.

Section 4.7 Presiding Officer. The Chairman of the Authority, or in his absence, the Vice Chairman of the Authority, shall preside at all meetings of the Directors and may appoint such assistants as he shall deem appropriate.

Section 4.8 Minutes. At each meeting of the Directors, the Secretary (or, if there is no Secretary present, such person as the Chairman may appoint) shall take attendance, count and retain ballots if any cast by the Directors, and record the acts and proceedings in written minutes. A copy of the minutes shall be given to each member as soon as possible after the meeting and in any case, not less than five (5) days prior to the next meeting of the Directors. The minutes shall be read at the next meeting of the Directors and upon approval by the Authority, shall become the official minutes of the Authority. The Directors shall have the right to waive the reading of the minutes. The Authority shall also comply with any additional requirements of the Open Meetings Law pertaining to its minutes.

Section 4.9 Postponement; Adjournment. If a quorum does not exist, a majority of the members present may postpone any meeting to another date, time or place, subject to all requirements of these bylaws and of the Open Meetings Law.

ARTICLE V OFFICERS

Section 5.1 Number; Election; Qualifications; Term; Voting Rights; Vacancies; Parliamentary Procedure.

(a) The Authority shall have a Chairman, a Vice Chairman, a Secretary, an Assistant Secretary and a Treasurer. The officers shall be elected by the Authority at its annual meeting. The Chairman and the Vice Chairman shall be members of the Authority; the Secretary, the Assistant Secretary and the Treasurer may, but need not, be a member of the Authority.

(b) All officers who are members of the Authority shall serve for a term of one (1) year and until their successors are elected and have qualified; all officers who are not members of the Authority shall serve for such term as may be determined by the Authority and until their successors are elected and have qualified. Other than serving as Secretary and Treasurer simultaneously, members of the Authority shall not hold more than one office.

(c) Each member of the Authority shall have one vote. In such person's discretion, the Chairman may as a matter of practice abstain from voting except in the event of a tie. Any member may abstain from voting as to any particular matter. Any officer who is not a member of the Authority shall have no voting rights.

(d) A vacancy in the office of Chairman, Vice Chairman, Secretary, Assistant Secretary or Treasurer shall be filled for the unexpired portion of the term by the Authority.

(e) The Authority shall conduct its meeting in accordance with *Robert's Rules of Order*, as the same have been promulgated in its most recent edition by the Association County Commissioners of Georgia, subject to any contrary provisions of the Development Authorities Law, the Activating Resolution, or these bylaws.

Section 5.2 Standard of Conduct. The provisions of Code Section 45-10-3 of the Official Code of Georgia Annotated shall apply to all Directors of the Authority, and a Director of the Authority shall not engage in any transaction with the Authority. The provisions of paragraph (9) of Code Section 45-10-3 of the Official Code of Georgia Annotated and the preceding sentence shall be deemed to have been complied with, with and any such authority may purchase from, sell to, borrow from, loan to, contract with, or otherwise deal with any director or member or any organization or person with which any director or member of said authority is in any way interested or involved, provided (1) that any interest or involvement by such director or member is disclosed in advance to the directors or members of the authority and is recorded in the minutes of the authority, (2) that any interest or involvement by such director with a value in excess of \$200.00 per calendar quarter is published by the authority one time in the legal organ in which notices of sheriffs' sales are published in each county affected by such interest, at least 30 days in advance of consummating such transaction, (3) that no director having a substantial interest or involvement may be present at that portion of an authority meeting during which discussion of any matter is conducted involving any such organization or person, and (4) that no director having a substantial interest or involvement may participate in any decision of the authority relating to any matter involving such organization or person. As used in this Section, a 'substantial interest or involvement' means any interest or involvement which reasonably may be expected to result in a direct financial benefit to such director or member as determined by the authority, which determination shall be final and not subject to review. Nothing contained in this Section or in Code Section 45-10-3 of the Official Code of Georgia Annotated shall be deemed to prohibit any Director who is present at any meeting or who participates in any decision of the Authority from providing legal services in connection with any of the undertakings of the Authority or from being paid for such services.

Section 5.3 Removal. Any officer may be removed from office by vote of the members in accordance with Section 4.6, above, at a meeting with respect to which notice of such purpose has been given, for failure to adhere to the foregoing standard of conduct, or for

conviction of any felony or misdemeanor which involves an act of dishonesty or moral turpitude, including, but not limited to, the following: taking of a false oath, making a false report, bribery, perjury, burglary, larceny, theft, robbery, extortion, forgery, counterfeiting, fraudulent concealment, embezzlement, fraudulent conversion, or misappropriation of funds. Removal of an officer from such position shall not affect his status as a Director, if he is a Director.

Section 5.4 Chairman. The Chairman of the Authority shall be the chief executive officer of the Authority and shall have general and active management responsibility for the business and affairs of the Authority and in that capacity shall have the following powers and duties:

- (a) To preside when present at all meetings of the Directors of the Authority;
- (b) To see that all orders, resolutions and other actions of the Authority are carried into effect;
- (c) To execute in the name of the Authority all written instruments of every kind and character which the Authority or the law has authorized him to execute;
- (d) To appoint the membership and the chairman of each committee of the Directors of the Authority;
- (e) To be ex officio a member of each committee of the Directors of the Authority;
- (f) To report to the Authority from time to time all matters within its knowledge that should be brought to its attention in its best interests; and
- (g) To have such other powers and to perform such other duties as are incident to the office of Chairman and as may be prescribed by these bylaws, the Authority or the law.

Unless otherwise required by law, the Chairman may also be referred to as the "Chair", and references herein to "Chairman" include "Chair".

Section 5.5 Vice Chairman. The Vice Chairman of the Authority shall have the powers and shall perform the duties of the Chairman, whenever the Chairman, by reason of absence or disability is unable to act and whenever the Chairman or the Authority so directs that he do so. He shall also have such powers and shall also perform such duties as may be prescribed by these bylaws, the Authority or the law.

Section 5.6 Secretary. The Secretary of the Authority shall have the following powers and duties:

- (a) To be the custodian of the books, records and seal of the Authority;
- (b) To maintain a current list of the names, addresses and telephone numbers of the Directors, the officers, the Executive Director and legal counsel;

(c) To affix and attest the seal of the Authority to such documents as the Authority may direct or that the law may require;

(d) To give such notice of meetings of the Directors as shall be directed by whomever is calling the meetings; and

(e) To have such other powers and to perform such other duties as are incident to the office of Secretary and as may be prescribed by these bylaws, the Authority or the law.

Section 5.7 Treasurer. The Treasurer of the Authority shall be the chief financial officer of the Authority and in that capacity shall have the following powers and duties:

(a) To deposit or cause to be deposited in the name of the Authority, all monies, securities and other valuable effects, in such banks, trust companies or other depositories as shall, from time to time, be designated by the Authority;

(b) To keep accurate lists and descriptions of all accounts, properties and business transactions of the Authority;

(c) To receive and give receipts for monies due and payable to the Authority from any source whatever;

(d) To make or cause to be made such disbursements as the Authority may direct and to see to the proper drafting of all checks, drafts, notes and orders for the payment of money as required in the business of the Authority and as the Authority may direct;

(e) To render to the Chairman and to the Directors, whenever they reasonably may request it, an account of all business transacted by him on behalf of the Authority and a financial statement in form reasonably satisfactory to them, showing the financial condition of the Authority as of whatever date they reasonably may request; and

(f) To have such other powers and to perform such other duties as are incident to the office of Treasurer and as may be prescribed by these bylaws, the Authority or the law.

Section 5.8 Executive Director. The Authority may hire or appoint an Executive Director who shall be an agent and employee of the Authority with duties and responsibilities similar to those of a corporate chief operating officer. Any such Executive Director shall have general and active management responsibility for the day-to-day business and affairs of the Authority and in that capacity, subject to the direction, supervision and control of the Authority and in accordance with policies, schedules, forms and other guidelines formulated, approved and adopted by the Authority, shall have the following powers and duties:

(a) To plan and supervise the promotion, operation and maintenance of day-to-day business and affairs of the Authority and its land, facilities, equipment and services;

(b) To hire, pay, promote, train, direct, supervise, control and discharge employees;

(c) To participate in the negotiation, preparation of and execution of contracts for (i) the hiring of employees, (ii) the purchase of supplies and materials necessary for the promotion, operation and maintenance of the Authority and its land, facilities, equipment and services, and (iii) the use of the land facilities, equipment and services of the Authority;

(d) To approve and to forward to the Treasurer for payment all bills for supplies and materials necessary for the promotion, operation and maintenance of the Authority and its land, facilities, equipment and services;

(e) To direct the disbursement of salaries to all employees under his direction, supervision and control;

(f) To coordinate promotion, operation and maintenance activities with the persons responsible for the promotion, operation and maintenance of Authority property;

(g) To communicate with and to coordinate activities with all the tenants and other users of the land, facilities, equipment and services of the Authority;

(h) To communicate with the trustee of the bonds of the Authority;

(i) To plan and administer the budget for the Authority;

(j) To review requests for the use of the Authority and its land, facilities, equipment and services and to make recommendations to the Authority in connection therewith;

(k) To conduct himself at all times in his capacity as Executive Director in such a way as to effectuate the purposes of the Authority and in such a way as to be in the best interests of the Authority;

(l) To conduct the general correspondence of the Authority; and

(m) To have such other powers and to perform such other duties as may be prescribed by the Authority.

Section 5.9 Delegation of Duties. The Authority may delegate the duties of one officer to another officer for any reason that the Authority may deem appropriate.

ARTICLE VI NON-MEMBER OFFICERS, AGENTS AND EMPLOYEES

Section 6.1 General. All non-member officers, agents and employees of the Authority shall serve at the pleasure of the Authority and shall receive such compensation and adhere to

such conditions of employment as the Authority shall fix or as shall be fixed in any employment agreement entered into by and between the relevant person and the Authority.

ARTICLE VII
FISCAL YEAR

Section 7.1 General. The fiscal year of the Authority shall be same as the fiscal year for Butts County.

ARTICLE VIII
SEAL

Section 8.1 General. The seal of the Authority shall be in such form as the Authority may from time to time deem appropriate. The seal shall be affixed manually or by lithograph or other means of imprinting by the Secretary of the Authority or by such other officer as shall be authorized by the Authority and shall be attested by the Secretary or the Assistant Secretary of the Authority.

ARTICLE IX
AMENDMENTS

Section 9.1 General. The Authority shall have the power to amend, alter or repeal these bylaws or adopt new bylaws.

SCHEDULE 2.2

SECTION 4 OF THE ACTIVATING RESOLUTION

22350940v.3

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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: SPALDING COUNTY

Service: Griffin-Spalding County Land Bank Authority

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

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

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

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

No

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Spalding County	General Funding
City of Griffin	General Funding

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>
Amended and Restated	Griffin-Spalding County Land Bank Authority	01/01/2020 - Automatic
Interlocal Government		Annual Renewal
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?

O.C.G.A §40-4-60

7. Person completing form: **Steve Ledbetter, PhD, County Manager**
 Phone number: **770-467-4224** Date completed: October 27, 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

SPALDING COUNTY

AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT
TO ESTABLISH AND MAINTAIN
THE GRIFFIN-SPALDING COUNTY LAND BANK AUTHORITY

The Interlocal Cooperation Agreement to Establish the Griffin-Spalding County Land Bank Authority entered into the 17th day of November, 2008 is hereby AMENDED this 13th day of February 2021, by and between the CITY OF GRIFFIN (hereinafter "CITY"), a municipal corporation organized and existing under the laws of the State of Georgia and SPALDING COUNTY, GEORGIA (hereinafter "COUNTY"), a political subdivision of the State of Georgia (collectively "the PARTIES").

WHEREAS, there are numerous properties in the CITY and COUNTY which are tax delinquent properties, nonrevenue-generating and non-tax producing;

WHEREAS, such properties contribute to blight and deterioration in the community and constitute an economic burden thereto;

WHEREAS, the Georgia General Assembly enacted O.C.G.A. §48-4-60, et. seq. (hereinafter "the Act"), to permit the CITY and COUNTY to enter into an interlocal cooperation agreement for the purpose of establishing a LAND BANK AUTHORITY to acquire the tax delinquent properties within the CITY or COUNTY in order to foster the public purpose of returning land which is in a nonrevenue-generating, nontax-producing status to an effective utilization status in order to provide affordable housing, new trade, commerce, industry and employment opportunities for the citizens of the CITY and COUNTY; and

WHEREAS, the Parties agree that the establishment of a LAND BANK AUTHORITY would be beneficial to the citizens of the CITY and COUNTY;

NOW THEREFORE, in consideration of the sum of ONE DOLLAR (\$1.00) in hand paid and mutual promises contained there, the CITY and COUNTY, as Parties hereto, do hereby agree as follows:

ARTICLE I
ESTABLISHMENT AND PURPOSE

There is hereby established the GRIFFIN SPALDING COUNTY LAND BANK AUTHORITY (hereinafter “the AUTHORITY”) pursuant to O.C.G.A. §48-4-60 et. seq., the purpose of which is to acquire the tax delinquent properties situated in the CITY and COUNTY and any property deeded to the AUTHORITY pursuant to O.C.G.A. §16-13-49(u)(2.1)(D) in order to foster the public purpose of returning land which is in a nonrevenue-generating, nontax-producing status to an effective utilization status or of returning real property forfeited pursuant to O.C.G.A. §16-13-49 to such status in order to provide affordable housing, new trade, commerce, industry and employment opportunities for the citizens of the CITY and COUNTY. In carrying out this purpose the AUTHORITY shall, in accordance with applicable laws and codes, acquire title to certain tax delinquent properties, and any other properties deeded to it, which it will inventory, organize and classify on the basis of suitability for use, manage, maintain, protect, rent, lease, repair, insure, alter, sell, trade, exchange or otherwise dispose of under such terms and conditions as determined in the sole discretion of the AUTHORITY. In further carrying out this purpose, the AUTHORITY may extinguish past due tax liens filed by the Parties in their tax collection capacities, in accordance with the guidelines contained herein.

ARTICLE II
DEFINITIONS

The following terms used or referred to in this Agreement shall have the respective meanings:

“ABATEMENT LIENS” shall mean liens filed by a public officer of the CITY or COUNTY against real property arising from enforcement actions brought against substandard houses and structures under ordinances adopted pursuant to O.C.G.A. §41-2-9(a)(7).

“ADMINISTRATIVE ACTION” shall refer to decisions made by the Board that are not related to properties, including but not restricted to staffing, budgeting, and consultant retention.

“APPRAISAL” shall mean a valuation or an estimation of value of property by the Spalding County Tax Assessor, as assessed in the most recent tax bill levied by the Spalding County Tax Commissioner.

“ASSETS” shall mean everything which can be made available for the payment of the AUTHORITY’S debts; for the purpose of this Agreement, assets shall include any monetary contributions made by each party, all personal and real property owned by the AUTHORITY, and all property sales proceeds that have been distributed to the account of the AUTHORITY;

“BOARD” shall mean the Board of Directors of the AUTHORITY appointed as set forth in accordance with O.C.G.A. §48-4-62.

“CITY PROPERTY” shall refer to any real property located within the corporate boundaries of the City, including any improvements thereon.

“CONSTRUCTION COMMENCED” shall refer to the start of construction as evidenced by the issuance of a land disturbance permit.

“COST” shall mean any authorized expenditure more specifically described in Section VII, Paragraph D of this Agreement.

“COUNTY PROPERTY” shall refer to any real property, including any improvements thereon, located within the jurisdictional boundaries of the County, but outside the City or any other incorporated area within the County.

“EXCESS PROCEEDS” shall mean the difference between the amount received by the AUTHORITY through the sale of a property and pro rata disbursement to the Parties to the extent of their respective tax bills and costs.

“EXPENDITURE” shall mean any authorized expenditure more specifically described in Section VII, Paragraph D of this Agreement.

“GOOD TITLE” shall refer to a title that shows the absolute right of possession of property in fee simple and that is marketable and insurable by a recognized title insurance company.

“INVENTORY” shall mean a detailed listing of properties owned by the AUTHORITY that shall include, but not be limited to, the address of the property, its appraised value and the requisite information to determine suitability of use.

“PERSON” shall mean an individual, partnership, corporation, joint venture, association, authority, or other legal entity recognized by the laws of the State of Georgia.

“PERSONAL PROPERTY” shall mean everything that is subject of ownership by the Authority, not coming under the denomination of real property.

“PROPERTY” shall mean real property, including any improvements thereon.

“PUBLIC PURPOSE” or “Public Use” shall mean a public purpose or public use that has for its objective the promotion of the public health, safety and general welfare; broad deference shall be granted the legislative determination of whether a public purpose or use exists or will be bestowed, the essential requisite being that a public purpose or use shall affect the County and/or the City as a whole and not merely provide primary benefit for private persons.

“REHABILITATION COMMENCED” shall refer to the start of rehabilitation as evidenced by the issuance of the appropriate building permit or permits.

“RESIDENT” shall mean a person who lives, dwells or lodges within the jurisdictional boundaries of the County.

“SPECIAL ASSESSMENT” shall mean fees assigned against and levied upon property by the City or County for sanitary purposes; the clearance of weeds or vegetative overgrowth; the removal and disposal of solid wastes; curb, street, road and sidewalk construction and maintenance, and construction, installation and maintenance of sanitary sewer and storm water sewers and facilities.

“SUITABILITY FOR USE” shall refer to the determination made by the AUTHORITY of the appropriate use for each property that it administers; said determination shall be based upon factors such as existing zoning, lot topography and configuration as it relates to the development regulations of the appropriate jurisdiction, access to transportation, public utilities and water and sewer facilities, surrounding land uses and the intensity of those uses and other accepted planning and development principals.

“TAX DEED” shall refer to the deed made by the Tax Commissioner or Tax Collector pursuant to a tax foreclosure sale conducted in accordance with Georgia Law.

“TAX DELINQUENT PROPERTY” shall mean any property on which the taxes levied and assessed by any party remain in whole or in part unpaid on the date due and payable. For the purposes of this Agreement, a property shall be considered tax delinquent if taxes remain unpaid as of January 1st of the year following the last outstanding tax bill.

“TAX SALE CYCLE” shall mean the process prescribed by the laws of the State of Georgia to bring tax delinquent properties to foreclosure sale by the Spalding County Tax Commissioner.

ARTICLE III
BOARD TO GOVERN AUTHORITY; MEMBERS;
MEETINGS; ORGANIZATION; STAFF

A. Governing Board

The AUTHORITY shall be governed by the Griffin-Spalding County Land Bank Authority Board of Directors (hereinafter “the Board”). The Board shall be composed of five (5) members: two (2) members appointed by the Board of Commissioners of the City, two (2) members appointed by the Board of Commissioners of the County, and one member filled by jointly appointing a member of the Griffin-Spalding County Board of Education or an administrative employee of the Griffin-Spalding County School District nominated by the Griffin-Spalding County Board of Education. Each member shall serve at the pleasure of the respective appointing authority for a term of four (4) years and shall serve without compensation. The members shall be residents of the COUNTY and may be employees of the Parties. Any vacancy on the Board shall be filled for the remainder of the unexpired term in the same manner as the original appointment.

B. Board Meetings

The Board shall meet from time to time as required, and the presence of three (3) members shall constitute a quorum. Unless meeting pursuant to an adopted regular meeting schedule, all meetings shall be called and noticed in accordance with the Georgia Open Meetings Law. Approval by a majority of the Board members then in office shall be necessary for any action to be taken by the AUTHORITY. All meetings of the Board shall be open to the public, except as otherwise provided by Chapter 14 of Title 50,

and a written record shall be maintained of all meetings. A chairperson shall be elected annually at the first meeting in January from among the members.

C. Board Personnel

The Authority may employ its own staff or may utilize employees of the Parties, as determined and agreed upon by the Parties and as set forth hereinafter. The Board shall appoint a Secretary who shall keep and record all Minutes and official records of Board actions and activities.

ARTICLE IV
POWERS OF THE AUTHORITY

The AUTHORITY shall be a public body corporate and politic with the power to sue and be sued, to accept and issue deeds to real property in its name, to institute quia timet actions and shall have any other powers necessary and incidental to carry out the powers granted by O.C.G.A. §48-4-60, *et. seq.*, the Georgia Land Bank Authorities Act.

ARTICLE V
ACQUISITION OF PROPERTY

The AUTHORITY shall have the power to acquire property in any manner and by any method believed to foster the public purpose of the Act, including, but not limited to:

1. Acceptance of donations of property from the Parties or from Persons; such procedures may include the imposition of “processing fees” to cover the costs of title examinations or other related expenses;
2. Purchase from the Parties or from Persons upon such terms as the AUTHORITY deems to be in the best interest of the AUTHORITY and to be in furtherance of the purposes of this Agreement and the Act;
3. Acceptance of forfeited property pursuant to O.C.G.A. §16-13-49(u)(2.1)(D);
4. The AUTHORITY may negotiate acquisition of property directly from the Parties or from Persons upon such terms as the AUTHORITY deems to be in the best interest of the AUTHORITY and to be in furtherance of the purpose of this Agreement;

5. As to property which is tax delinquent but not yet foreclosed upon, the AUTHORITY may request the Spalding County Tax Commissioner to initiate judicial in rem tax foreclosure procedures and may enter into commitments to acquire property at such proceedings in accordance with state law. The parties, together with the AUTHORITY, shall assist in the foreclosure of the tax liens against these properties;
6. If either the CITY or the COUNTY obtains a judgment against a tax delinquent property within the COUNTY for taxes and, to satisfy the judgment, the property is ordered sold at a tax sale, the AUTHORITY may tender one bid at such sale and such bid shall comprise the AUTHORITY'S commitment to pay not more than all costs of the sale and its assumption of liability for all taxes, accrued interest thereon, and penalties, and, if there is no other bid, the Tax Commissioner shall accept the AUTHORITY'S bid and make a deed of the property to the AUTHORITY. In assuming liability for all taxes, accrued interest and penalties thereon, payment thereof shall be deferred until such time as the AUTHORITY determines disposition of the property in accordance with Article VII.

In accordance with the provisions of O.C.G.A. §48-4-45, the Authority shall have the right to foreclose the right to redeem property at any time after the twelve (12) month redemption period has expired pursuant to O.C.G.A. §48-4-65. Notwithstanding the foregoing provisions of this subsection, the right of redemption shall automatically terminate and expire upon failure to redeem in accordance with O.C.G.A. §48-4-81 where the tax sale was conducted pursuant to the provisions of O.C.G.A. §48-4-75 *et. seq.* governing judicial in rem tax foreclosures.

ARTICLE VI
ADMINISTRATION OF PROPERTIES

A. Title

The Authority shall hold in its own name, for the benefit of the CITY and COUNTY, all properties conveyed to it by the Parties, all tax delinquent properties acquired by it pursuant to O.C.G.A. §48-4-60 *et.*

seq., all properties conveyed to it pursuant to O.C.G.A. §16-13-49(u)(2.1)(D), and all properties otherwise acquired.

B. Administration of Property

The AUTHORITY shall administer the properties acquired by it as follows:

1. All property acquired by the AUTHORITY shall be inventoried and appraised, and the inventory shall be maintained as a public record;
2. The AUTHORITY shall organize and classify the property on the basis of suitability for use;
3. The AUTHORITY shall maintain all property held by it in accordance with applicable laws and codes;
4. The AUTHORITY shall have the power to manage, maintain, protect, rent, lease, repair, insure, alter, sell, trade, exchange, or otherwise dispose of any property on terms and conditions determined in the sole discretion of the AUTHORITY, including, without limitation, the sales price. In agreement to sell a property, the Authority may favor a neighborhood non-profit corporation obtaining the land for low-income housing and, secondarily, other entities intending to provide low-income or moderate-income housing.
5. The AUTHORITY may assemble tracts or parcels of property for public parks, preservation of greenspace or open space, protection of the environment, or other public purposes and to that end may exchange parcels and otherwise effectuate the purposes set forth herein.
6. The acquisition or disposal of property by the AUTHORITY shall not be governed or controlled by any ordinance or regulation of the Parties, except applicable zoning, development regulations and utility policies, unless specifically provided herein or in a subsequent modification of this agreement, and transfers of property by the Parties shall be treated as transfers to a body politic as contemplated by subparagraph (a)(2)(A) of O.C.G.A. §36-9-3.

ARTICLE VII
DISPOSITION OF PROPERTY

A. Authority to Convey

Property held by the AUTHORITY may be sold, traded, exchanged, or otherwise disposed of by the AUTHORITY so long as the disposition is approved by the majority of the AUTHORITY membership as required in Article III hereinabove and approved as follows:

1. If the property is located within the CITY, approved by both AUTHORITY members appointed by the Board of Commissioners of the City and one of the AUTHORITY members appointed by the Board of Commissioners of the County;
2. If the property is located within the COUNTY, but outside the CITY, approved by both AUTHORITY members appointed by the Board of Commissioners of the County and one of the AUTHORITY members appointed by the Board of Commissioner of the City.

B. Criteria for Conveyance

Requests for property shall be awarded according to criteria determined in the discretion of the AUTHORITY subject to the following priority considerations:

1. First, the neighborhood non-profit entities or governmental agencies which would effectively use the property for the development or rehabilitation of housing for person with low income;
2. Second, to other entities submitting proposals to produce or rehabilitate housing for persons with low or moderate incomes; and
3. Third, to persons, neighborhood non-profit entities, or governmental agencies which would effectively use the property in a manner to promote trade, commerce, and industry, especially those that would create new employment opportunities.

These priority considerations shall not preclude the AUTHORITY from assembling tracts or parcels of property for community redevelopment or other public purposes. Proposed projects that meet income eligibility guidelines will be further evaluated on the basis of experience and qualifications, including financial strength and proven ability to construct/rehabilitate quality units at moderate costs. Additionally, all properties on which a primary dwelling structure stands or may be constructed shall be

conveyed with a deed restriction associated with the property requiring owner-occupancy of the property.

C. Establishing Sales Price

Pursuant to O.C.G.A. §48-4-64(e), the AUTHORITY shall have full discretion in determining the sales price of AUTHORITY property.

D. Disbursement of Sales Proceeds:

The proceeds, if any, from any sale or disposition of AUTHORITY property, shall be allocated as determined by the AUTHORITY among the following priorities:

1. To the AUTHORITY to recover its expenses;
2. To the Parties and the Griffin-Spalding County School District in proportion to and to the extent of their respective tax bills and costs, including any abatement liens and special assessments;
3. To the AUTHORITY to further its operations; and
4. To the COUNTY and CITY in such proportions as the parties may agree based on the percentage

of contributions by each party.

E. Extinguishing Taxes

The AUTHORITY shall have the power at the time it sells or otherwise disposes of property to extinguish all CITY and COUNTY taxes; provided, however, the AUTHORITY shall not extinguish any delinquent school district taxes then owed without first obtaining the consent, by resolution, of the Griffin-Spalding County Board of Education. In determining whether or not to extinguish CITY and COUNTY taxes, the AUTHORITY shall consider the public benefit to be gained by tax forgiveness with primary consideration given to purchasers who intend to build or rehabilitate low-income housing. The decision by the AUTHORITY to extinguish taxes is subject to the vote requirements for dispositions of property as stated in subparagraph (A) above.

ARTICLE VIII
DEVELOPMENT OF PROPERTIES CONVEYED BY THE AUTHORITY

A. Creation of Development Regulations

The AUTHORITY may create and revise regulations for development of property conveyed by the AUTHORITY based on the property's current condition, zoning status, location and dimensions, consistent with the Comprehensive Plan and ordinances of the jurisdiction in which the property is located. The AUTHORITY may also create and impose covenants and/or deed restrictions which will govern the future use of each property.

B. Time Limits for Development

To protect against long-term speculation by grantees of AUTHORITY property, any conveyance of property by the AUTHORITY shall contain a condition for reversion of title to the AUTHORITY. All titles of property conveyed from the AUTHORITY to any individual or entity shall contain language to the effect that title will revert to the AUTHORITY in the event that construction or rehabilitation of the property has not commenced within one (1) year of conveyance of the property from the AUTHORITY. In the event construction or rehabilitation of the property has not commenced within one (1) year of conveyance of the property from the AUTHORITY and no extension of time or exception to this right of reversion has been granted, the AUTHORITY shall take any necessary action to establish the reversion of the property so conveyed.

C. Extensions of Time Limits for Development

The AUTHORITY, in its discretion, may upon a majority vote of the Board, grant in writing, extensions or exceptions to this right of reversion. The criteria for the granting of any extension of one (1) year or exceptions to the right of reversion shall be delineated by the Board and applied on a case-by-case basis by the Authority and may be exercised at any time prior to or following the expiration of the one (1) year period. In the event the grantee elects to sell the property within the one (1) year period or during any period of extension due to their inability to develop the proposed project, the AUTHORITY shall retain a right of first refusal requiring any grantee of property from the AUTHORITY to return the property to the AUTHORITY for the price paid to the AUTHORITY.

Upon ten (10) business days written notice by a grantee, the AUTHORITY shall issue confirmation of the grantee's compliance with these development criteria in recordable form so as to confirm extinguishment of this reversion in cases of compliance.

ARTICLE IX
WAIVER OF SPECIAL ASSESSMENTS

Upon the request of the AUTHORITY and for the purposes of fostering the goals and objectives of the AUTHORITY, the CITY or the COUNTY, at its option and from time to time by resolution, may exempt the AUTHORITY and its successors in interest from the payment of Special Assessments and Abatement Liens levied by the CITY or the COUNTY, respectively, against properties owned by the AUTHORITY. Terms for waiver and release of abatements liens may require the owner entering into a contract with the CITY or COUNTY agreeing to rehabilitate the property, including improvements thereon, a timetable for completion of the rehabilitation and demonstration of financial means to accomplish such rehabilitation.

ARTICLE X
PROVISIONS FOR STAFFING AND RETENTION OF OUTSIDE SERVICES

A. Employment and Compensation of Staff

The AUTHORITY may employ, through contract or otherwise, any staff deemed necessary to carry out the duties and responsibilities of the AUTHORITY. All staff members shall be elected by the Board, and the Board shall have the authority to set the terms and conditions, including benefits, and compensation of any person so employed.

B. Contribution of Support Personnel

1. CITY and COUNTY personnel may provide additional staff resources to the AUTHORITY consistent with the terms and conditions of this Agreement and for the purpose of assisting the Board in the execution of its duties and responsibilities.

In addition, the CITY and COUNTY shall cooperate fully with the AUTHORITY regarding access to records, the identification of properties for purchase at tax sale, joint foreclosure of redemption rights, maintenance of properties, preparation for AUTHORITY sales, closing on

AUTHORITY properties and post-sale follow-up and monitoring.

2. Upon Written request of the AUTHORITY, the County Tax Commissioner shall process tax delinquent properties located in either the COUNTY or the CITY and, in accordance with O.C.G.A. §48-4-75 et. seq., bring these properties to tax sale as soon as practical.

C. Retention of Outside Consultants

The Board, in its discretion and within the line item approval set forth in the annual budgets approved by the CITY, COUNTY and AUTHORITY, shall be authorized to expend funds to obtain consulting, legal, accounting, engineering, and other services as needed to carry out its duties and responsibilities and to implement its plans, programs and activities.

ARTICLE XI
FUNDING AND EXPENDITURES

A. Establishment of Budget

1. The Board shall establish the AUTHORITY'S budget annually and submit this budget to the CITY and COUNTY as directed by the Parties. The budget documents submitted to the CITY and COUNTY shall list and describe total requests made to the CITY and COUNTY and shall state the portion requested from each Party, which shall be equitably apportioned based on reasonable principles of tax equity to avoid double taxation.

2. Any funds held by the AUTHORITY shall be applied to the fulfillment of the monetary obligations as identified as part of the Board's annual budget and shall be identified as such in any budget documents submitted to the CITY and COUNTY.

B. Management of Funds

The chief administrative officer of the AUTHORITY, or other person designated by the AUTHORITY, shall be designated the Treasurer of the AUTHORITY'S account established for the management of sales proceeds, monetary contributions made by the Parties, donations and other AUTHORITY funds. Standard governmental accounting procedures shall be used in the management of

the accounts required to accomplish this responsibility. The AUTHORITY shall maintain a set of books and records as recommended by CITY and COUNTY auditors. The AUTHORITY shall provide quarterly financial reports to the parties that detail accounting activities during the period. In addition, the books and records of the AUTHORITY shall be audited annually.

C. Authorized Expenditures

The Authority shall, in its sole discretion and within the budgetary guidelines set forth in this Agreement, expend such funds as necessary in payment of legal fees, advertising fees, notification of lienholders, title searches, appraisals and other services and/or equipment that are required to fulfill the intent of the Act and the purposes of this Agreement.

D. Budget Contribution

1. Budget requests to the CITY and COUNTY shall include only costs that are not covered by other funds of the AUTHORITY.

2. The total COUNTY contribution is subject to the annual approval by the Spalding County Board of Commissioners. Approval shall include a schedule of payments and shall be received in writing by the AUTHORITY no later than the first day of January of each year.

3. The total CITY contribution is subject to the annual approval of the Board of Commissioners of the City of Griffin. Approval shall include a schedule of payments and shall be received in writing by the AUTHORITY no later than the first day of January of each year.

ARTICLE XII
DURATION AND TERMINATION OF AGREEMENT

A. Duration

The effective date of this Amended and Restated Interlocal Cooperation Agreement to Establish and Maintain the Griffin-Spalding County Land Bank Authority shall be January 1, 2020. This Agreement shall remain in full force and effect for a period of one (1) year thereafter. At the anniversary date and each anniversary date thereafter, this Agreement shall be renewed automatically unless terminated in accordance with the provisions of this Agreement or by operation of law.

B. Unilateral Termination

Any Party may withdraw at the expiration of any one-year term by giving 90 days written notice to the other Party. Upon the effective withdrawal of any Party, the AUTHORITY shall be dissolved.

C. Dissolution and Distribution of Assets

In the event this Agreement is terminated by agreement of the Parties or dissolved pursuant to O.C.G.A. §48-4-61(d), the AUTHORITY shall dissolve and conclude its affairs. All assets of the AUTHORITY shall be used to satisfy the then-existing legal obligations of the AUTHORITY. After satisfaction of all legal obligations, any property remaining shall be distributed pro rata according to its appraised value to the Parties; provided, however, to the extent feasible, all real property held by the AUTHORITY at the time of termination which was acquired by the AUTHORITY through donation from a Party shall be distributed to the donating Party.

ARTICLE XIII
AMENDMENTS TO AGREEMENT

Any amendments to this Agreement shall be in writing and shall be signed by the COUNTY and CITY and shall be styled as an Amended and Restated Interlocal Agreement.

ARTICLE XVI
GOVERNING LAW

This Agreement shall be governed in all aspects, as to validity, construction, capacity, performance or otherwise, by the laws of the State of Georgia.

ARTICLE XV
RULES OF CONSTRUCTION

For the purposes of administration and enforcement of this Agreement, unless otherwise stated in the Agreement, the following rules of construction shall apply:

A. The paragraph headings used in this Agreement are included solely for convenience and shall not effect, or be used in connection with, the interpretation of this Agreement.

B. The word “shall” in this Agreement is always mandatory; the word “may” is always permissive.

C. Words used in the present tense shall include the future and words used in the singular number shall include the plural and the singular, unless the context clearly indicates the contrary.

ARTICLE XVI
ENTIRE AGREEMENT

The Agreement constitutes the entire understanding and agreement between the Parties and supersedes any and all agreements, whether written or oral, that may exist between the Parties regarding the same. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing and signed by both Parties and complies with the provisions of this Agreement.

ARTICLE XVII
SEVERABILITY

In the event that any portion of this Agreement shall be declared null and void, the remaining portions of the Agreement shall remain in full force and effect.

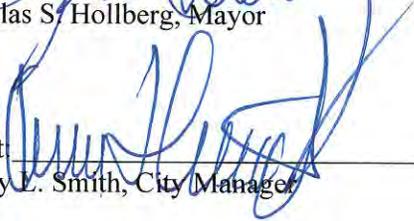
WITNESS the signature of the Parties first above written.

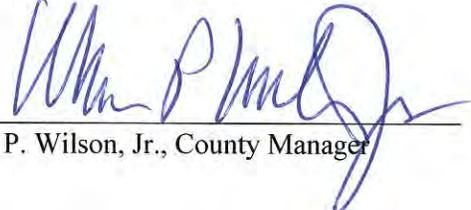
CITY OF GRIFFIN

SPALDING COUNTY

By: 
Douglas S. Hollberg, Mayor

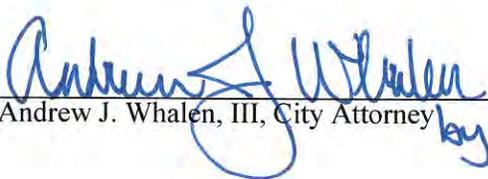
By: 
Clay Davis, Chairman

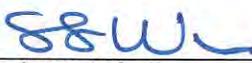
Attest: 
Kenny L. Smith, City Manager

Attest: 
William P. Wilson, Jr., County Manager

Approved as to form:

Approved as to form:


Andrew J. Whalen, III, City Attorney *by JMO*


Stephanie W. Windham, 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: SPALDING COUNTY

Service: Griffin-Spalding Business and Tourism Association

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

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

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

No

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

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

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

Local Government or Authority	Funding Method
Spalding County	Hotel/Motel Tax
City of Griffin	Hotel/Motel Tax

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:

Agreement Name	Contracting Parties	Effective and Ending Dates
IGA	Spalding County and City of Griffin	05/10/2016-05/10/2066

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?

O.C.G.A. § 48-13-51(b) & Local Act of General Assembly, HB 664, passed May 12, 2015

7. Person completing form: **Steve Ledbetter, PhD, County Manager**
 Phone number: **770-467-4224** Date completed: October 27, 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 CONTRACT
between the
CITY OF GRIFFIN, GEORGIA
and
SPALDING COUNTY, GEORGIA

PREAMBLE

This Intergovernmental Contract entered into this 10th day of May, 2016 pursuant to the provisions of O.C.G.A. § 48-13-51(b) (hereinafter referred to as "Hotel-Motel Tax"), established by House Bill 1168, between the **CITY OF GRIFFIN, GEORGIA** (hereinafter referred to as the "City") and **SPALDING COUNTY, GEORGIA** (hereinafter referred to as the "County") (and collectively the City of Griffin, Georgia and Spalding County, Georgia hereinafter referred to as the "Parties") is for the purpose of establishing funding requirements for the City and the County with respect to the Griffin-Spalding Business and Tourism Association, Inc. and to provide for the duties and responsibilities of both Parties.

RECITALS

WHEREAS, House Bill 1168 codified at O.C.G.A. § 48-13-51(b), which became effective July 1, 2008, created a new hotel-motel tax authorization with rates up to eight percent (8%); and

WHEREAS, the City currently imposes a hotel-motel tax of eight percent through the Griffin Business and Tourism Association, Inc. as its Destination Marketing Organization; and

WHEREAS, the County wishes to impose a hotel-motel tax of eight percent through the Griffin Business and Tourism Association, Inc., as amended to the Griffin-Spalding Business and Tourism Association, Inc., as its Destination Marketing Organization; and

WHEREAS, the City and County wish to consolidate the entities involved in the collection of the hotel-motel tax;

NOW THEREFORE, the Parties agree to the following:

ARTICLE I
PURPOSE

Section 1.01. Purpose. The purpose of this Contract is to establish the funding requirements of the City and the County with respect to the Griffin-Spalding Business and Tourism Association, Inc. (hereinafter referred to as "GSBTA") and to provide for the duties and responsibilities of both Parties.

ARTICLE II
POWERS AND DUTIES OF THE CITY

Section 2.01. Executive Director. The City's Main Street Program Manager shall serve as the Executive Director of the GSBTA. The Executive Director of the GSBTA shall be responsible for the management of the day-to-day affairs of the GSBTA and for the implementation of policies set by the Board of Directors of the GSBTA. The Executive Director shall be an employee of the City, and as a result, shall continue to operate under the City's personnel policy and shall be compensated accordingly.

Section 2.02. Budget. The City agrees to the estimated Fiscal Year 2017 budget, specifically, the 2017 fiscal operating capital budget, pending formal budget adoption by the City of Griffin Board of Commissioners. The budget is attached hereto and incorporated herein as Exhibit "A". The City shall continue to fund the operations of the GSBTA, through its general funds, at no less than an annual amount of sixty-five thousand four hundred twenty two dollars (\$65,422.00), which shall be inclusive of the amount currently designated to the Main Street Program. The City shall also deposit into the appropriate financial account of the GSBTA one hundred percent (100%) of its annual restricted hotel-motel tax revenue on a monthly basis.

Section 2.03. The Griffin Regional Welcome Center. The City shall be responsible for any expenses relating to the Griffin Regional Welcome Center exceeding those that are the responsibility of the GSBTA, which are more specifically discussed in Article IV, Section 4.03.

ARTICLE III
POWERS AND DUTIES OF THE COUNTY

Section 3.01. Budget. The County agrees to the estimated Fiscal Year 2017 budget, specifically, the 2017 fiscal operating capital budget, pending formal budget adoption by the Spalding County Board of Commissioners. The County shall deposit into the appropriate financial account of the GSBTA one hundred percent (100%) of its annual restricted hotel-motel tax revenue on a monthly basis.

ARTICLE IV
POWERS AND DUTIES OF THE GSBTA

Section 4.01. Functions. The GSBTA is a non-profit corporation whose purpose is to promote business, tourism, and trade conventions for the City and County; to study, investigate, develop, and implement plans for improving business and tourism in the City and County; to advise the Board of Commissioners for both Parties regarding the development of business and tourism in the area; and to otherwise promote the public interest in business and tourism in the City and County. The GSBTA has complete autonomy in regards to promoting tourism, conventions, and trade shows for the City and County, along with determining which tourism related products it seeks to develop, fund, market, and/or construct.

Section 4.02. The Griffin-Spalding Chamber of Commerce, The University of Georgia-Griffin Campus. The GSBTA shall be responsible for continuing to fund the Griffin-

Spalding Chamber of Commerce and the University of Georgia-Griffin Campus at no less than the current funding amount through its collection of the County's restricted funds from the hotel-motel tax. If there is a decline in the collection of hotel-motel tax from the County, then the amount funded to these organizations will be adjusted accordingly.

Section 4.03. The Griffin Regional Welcome Center. The GSBTA shall expend \$21,000.00 of funds towards the operation and maintenance of the Griffin Regional Welcome Center. If there is a decline in the collection of the City's hotel-motel tax, then the City shall be responsible for any operation and maintenance amount exceeding \$21,000.00.

ARTICLE V MISCELLANEOUS PROVISIONS

Section 5.01. Duration of Contract. This Contract shall commence on the Effective Date and shall remain in full force and effect until such time as it has been terminated by the Parties as discussed in Section 5.10, or for fifty (50) years, whichever is sooner.

Section 5.02. Entire Agreement. This Contract sets forth the entire agreement between the Parties and supersedes any and all prior contracts or understandings between them in any way related to the subject matter of this Contract. It is further understood and agreed that the terms and conditions of this Contract are not a mere recital and that there are no other contracts, understandings, or representations between the Parties in any way related to the subject matter of this Contract, except as expressly stated in this Contract.

Section 5.03. Interpretation of Contract. The Parties intend that this Contract shall be construed liberally to effectuate the intent and purposes of this Contract and the legislative intent and purposes of a destination marketing organization organized for the purpose of collecting Hotel-Motel Tax. All powers granted to the GSBTA under this Contract shall be broadly interpreted to effectuate the intent and purposes and not as a limitation of powers.

Section 5.04. Severability of Provisions. If any provision of this Contract, or its application to any Person, Party or circumstance, is invalid or unenforceable, the remainder of this Contract and the application of that provision to other Persons, Parties or circumstances is not affected but will be enforced to the extent permitted by law.

Section 5.05. Governing Law. This Contract is made and entered into in the State of Georgia and shall in all respects be interpreted, enforced and governed under the laws of the State of Georgia without regard to the doctrines of conflict of laws. The language of all parts of this Contract shall in all cases be construed as a whole according to its plain and fair meaning, and not construed strictly for or against any Party.

Section 5.06. Captions and Headings. The captions, headings, and titles in this Contract are intended for the convenience of the reader and are not intended to have any substantive meaning or to be interpreted as part of this Contract.

Section 5.07. Terminology. All terms and words used in this Contract, regardless of the number or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

Section 5.08. Jurisdiction and Venue. In the event of any disputes between the Parties over the meaning, interpretation, or implementation of the terms, covenants, or conditions of this Contract, the matter under dispute, unless resolved between the Parties, shall be submitted to the Superior Courts of Spalding County.

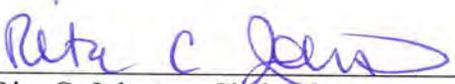
Section 5.09. Amendments to Contract. This Contract may be amended or an alternative form of this Contract adopted only upon written amendment approved by all Parties.

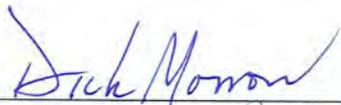
Section 5.10. Termination of Contract. The parties reserve the right to terminate this contract, in whole or in part, for failure to comply with any provision of this contract as outlined or in the event the party determines that such termination is in the best interest of the party by providing a written notice to the other party and to the Association at least ninety (90) days before the effective date of termination.

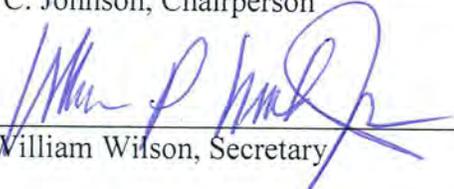
IN WITNESS WHEREOF, the parties have caused this Intergovernmental Contract to be executed by placing on it the signatures of the persons authorized to act for the parties as follows:

Spalding County, Georgia (SEAL)

City of Griffin, Georgia (SEAL)

By: 
Rita C. Johnson, Chairperson

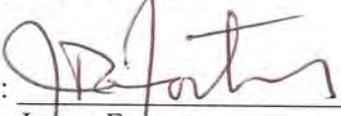
By: 
Dick Morrow, Chairperson

Attest: 
William Wilson, Secretary

Attest: 
Kenny L. Smith, Secretary

Approved as to form:

Approved as to form:

By: 
James Fortune,
County Attorney

By: 
Jessica W. O'Connor,
Assistant City 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: SPALDING COUNTY

Service: Griffin-Spalding County Development Authority

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

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

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

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

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

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

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

Local Government or Authority	Funding Method
Spalding County	Spalding County may levy up to 1 mill ad valorem tax effective 7/10/2000.
	Currently any funding provided by Spalding County is not through tax levy
	but is budgeted and paid through the general fund.

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:

Agreement Name	Contracting Parties	Effective and Ending Dates
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?

A local act sets forth the provisions for the operation and management of the Griffin-Spalding Development Authority

7. Person completing form: **Steve Ledbetter, PhD, County Manager**
 Phone number: **770-467-4224** Date completed: October 27, 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: SPALDING COUNTY

Service: Griffin Downtown Development Authority

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

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

- 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: **Downtown Development Authority**)

- d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

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

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

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

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

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

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

Local Government or Authority	Funding Method
City of Griffin	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:

Agreement Name	Contracting Parties	Effective and Ending Dates
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?

O.C.G.A. § 36-42-4 & GA Const., Art. 9, Sec. 6, Para. 3

7. Person completing form: **Steve Ledbetter, PhD, County Manager**
 Phone number: **770-467-4224** Date completed: October 27, 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: SPALDING COUNTY

Service: Griffin-Spalding County Hospital Authority

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

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

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

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

No

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

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

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

Local Government or Authority	Funding Method
Griffin-Spalding Hospital Authority	Hospital Trust

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:

Agreement Name	Contracting Parties	Effective and Ending Dates
Asset Sale Agreement	Tenet Health System and WellStar Health System	12/01/2015 - TBD

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: **Steve Ledbetter, PhD, County Manager**
 Phone number: **770-467-4224** Date completed: October 27, 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:

CALLED MEETING

Griffin, Georgia
January 5, 1945

At a called meeting of the Commissioners of Roads and Revenues of Spalding County, Georgia held on January 5, 1945 at 10:00 o'clock A. M., all members were present.

The Chairman stated that the purpose of the meeting was to pass a resolution to declare the necessity for the creation and operation of a "Hospital Authority" in the City of Griffin, and Spalding County, and to provide for the number of members of said authority and to name to the authority the trustees, etc.

Motion was made and seconded and the following resolution was unanimously passed:

"A RESOLUTION TO DECLARE THE NECESSITY FOR THE CREATION AND OPERATION OF A HOSPITAL AUTHORITY IN THE COUNTY OF SPALDING INCLUDING THAT AREA EMBRACED WITHIN THE CORPORATE LIMITS OF THE CITY OF GRIFFIN, PURSUANT AND AS CONTEMPLATED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF GEORGIA; TO PROVIDE FOR A HOSPITAL AUTHORITY UNDER SAID LAWS; TO PROVIDE FOR THE NUMBER OF MEMBERS OF SAID AUTHORITY AND TO NAME TO THE AUTHORITY THE TRUSTEES THEREOF; TO DEFINE THE POWERS, DUTIES AND AUTHORITY OF SAID HOSPITAL AUTHORITY, AND FOR OTHER PURPOSES:

WHEREAS, the Commissioners of Roads and Revenues of Spalding County have made an investigation and study of the hospital facilities available to the citizens of Spalding County, which investigation reveals that there is an acute shortage of hospital facilities in this County; and

WHEREAS, the Commissioners of Roads and Revenues of Spalding County, are informed, and acting on such information, that the Board of Commissioners of the City of Griffin has likewise made a study and investigation of the hospital situation as it affects the City of Griffin and environs, and that the said City Commission, from its independent investigation, has determined that there is a shortage of hospital facilities in the City of Griffin, as well as in the County, and that negotiations have been entered into between the Board of Commissioners of Spalding County and the Board of Commissioners of the City of Griffin, for the joint creation of a Hospital Authority to render medical aid and service to the indigent sick; and

WHEREAS, the Commissioners of Roads and Revenues of Spalding County deem it advisable and to the best interest of the County and beneficial to the welfare of all the citizens of the County that a Hospital Authority be created by the County of Spalding and City of Griffin, as contemplated under the Act of the General Assembly of Georgia of 1941 (Ga. Laws 1941, page 241 et. seq.):

NOW, THEREFORE, BE IT RESOLVED, by the Commissioners of Roads and Revenues of Spalding County, Georgia, and it is hereby resolved by authority of same:

Section 1. That there is and hereby declared to exist, a need for a Hospital Authority to function in the County of Spalding, including that area embraced within the corporate limits of the City of Griffin, and there be and is hereby created such Authority, which shall be known as "GRIFFIN-SPALDING COUNTY HOSPITAL AUTHORITY", all as provided for and contemplated under the Act of 1941, which Authority shall have all the powers, rights, privileges and authority as provided in said Act, as well as the duties defined therein.

Section 2. Be it further resolved that the area of operation of said Authority shall be confined to the corporate limits of the County of Spalding and all that area embraced within the corporate limits of the City of Griffin.

Creation of
Hospital
Authority

Section 3. That said Hospital Authority shall consist of eight (8) members, four (4) to be appointed by the Commissioners of Roads and Revenues of Spalding County and four (4) to be appointed by the Board of Commissioners of the City of Griffin.

Section 4. Be it further resolved that there be and is hereby appointed by the Commissioners of Roads and Revenues of Spalding County as the first members of the Board of Trustees of said Authority: R. G. Hunt, who shall serve for a term ending January 1, 1949; Otis D. Blake, who shall serve for a term ending January 1, 1948; Otis M. Snider, who shall serve for a term ending January 1, 1947; John H. Morrow, who shall serve for a term ending January 1, 1946. Should a vacancy occur by the death, resignation or otherwise, of any of the above appointed Trustees, the Commissioners of Roads and Revenues shall forthwith nominate to the Board of Trustees a successor to fill said unexpired term. At the expiration of the terms of office above provided, the Commissioners of Roads and Revenues of Spalding County shall nominate a successor, who may succeed himself and shall hold the position as Trustee for a term of four (4) years, such Trustee so appointed shall be a resident of Spalding County, who may also be a resident of the City of Griffin. A certificate of appointment or reappointment of any Trustee shall be filed with the Clerk of the Commissioners of Roads and Revenues of Spalding County, and such certificate shall be conclusive evidence of the date and proper appointment of such member.

Section 5. Be it further resolved that all resolutions and parts of resolutions, and all orders and parts of orders in conflict herewith, be and are hereby repealed.

There being no further business, the meeting was adjourned.

O. M. Snider
Chairman

J. O. Fitch
Secretary

AGREEMENT

This AGREEMENT is made and entered into as of December 1, 2015 (this "Agreement"), by and among Tenet HealthSystem Medical, Inc. (f/k/a American Medical International, Inc.), Tenet HealthSystem Spalding, Inc. (f/k/a AMISUB (McIntosh Trail Regional Medical Center), Inc.) (collectively, "Tenet"), The Griffin-Spalding County Hospital Authority (the "Authority"), and WellStar Health System, Inc. ("WellStar"). Each of the foregoing is referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, Tenet and the Authority are party to that certain Agreement, dated as of October 1, 1996, and the other agreements as listed on Annex I hereto, in each case including any amendments thereto (collectively, the "Spalding Agreements"), related to Tenet's ownership and operation of Spalding Regional Hospital (the "Hospital");

WHEREAS, the Hospital is located on the real property in the City of Griffin, Spalding County, Georgia and more particularly described on Exhibit A attached hereto (the "Property");

WHEREAS, Tenet and WellStar have entered into that certain Asset Sale Agreement, dated as of the date hereof (the "Asset Sale Agreement"), pursuant to which Purchaser has agreed to purchase from Tenet, and Tenet has agreed to sell to Purchaser, certain assets of Tenet, including the Hospital (the "Transaction");

WHEREAS, the assets comprising the Hospital will be assigned to a newly formed subsidiary of Purchaser named "WellStar Spalding Regional Hospital, Inc." ("WellStar SRH," WellStar and WellStar SRH are collectively referred to herein as "Purchaser");

WHEREAS, WellStar is committed to serving the health needs of the communities served by the Hospital, and in furtherance of that commitment, WellStar has agreed to certain covenants set forth in this Agreement;

WHEREAS, WellStar has requested that the Authority confirm certain matters that appear of record with respect to title to the Property;

WHEREAS, the Authority and Tenet desire to terminate the Spalding Agreements and release each other from any and all obligations thereunder; and

NOW, THEREFORE, in consideration of \$10.00 in hand paid and in consideration of and subject to, the mutual agreements, terms and conditions herein contained, the parties hereby agree as follows:

Section 1. Effective Time. As used herein, "Effective Time" shall mean the closing of the Transaction. If the Transaction does not close on or prior to April 30, 2016, this Agreement shall terminate and be of no further force or effect unless the parties mutually agree in writing.

Section 2. Covenants of Purchaser. The Authority agrees that Purchaser has no obligations or liabilities to the Authority under the Spalding Agreements. From and after the Effective Time, Purchaser agrees to perform and comply with the covenants set forth on Exhibit B.

Section 3. Termination of the Spalding Agreements. Tenet and the Authority acknowledge that the Spalding Agreements are all of the agreements between the Authority and Tenet. Tenet and the Authority agree that the Spalding Agreements shall terminate automatically as of the Effective Time and shall no longer be of any force or effect from and after the Effective Time (except that

the conveyance of assets and assignment and assumption of liabilities described in the Bill of Sale and Assignment and Assumption dated January 15, 1986 shall remain effective) and all rights and obligations thereunder, including but not limited to any payment or reimbursement obligations, service commitments, options, rights of first refusal or any provision that by its terms does or could otherwise survive termination shall cease as of the Effective Time. Tenet and the Authority further agree that the right of first refusal contained in the Spalding Agreements shall not apply with respect to the Transaction. Tenet and the Authority hereby waive any and all notice obligations to the other party set forth in the Spalding Agreements.

Section 4. Release of the Authority. Effective as of the Effective Time, Tenet, acting on its own behalf and on behalf of its administrators, agents, affiliates, directors, members, successors, assigns and all other persons claiming by, through, for or under Tenet or on behalf of Tenet, hereby knowingly, voluntarily, unconditionally and irrevocably waives, releases and forever discharges the Authority, its past, present, and future affiliates, its successors and assigns, and its officers, directors, members, agents, employees, and representatives (the "Authority Releasees"), from any and all claims, debts, demands, damages, liabilities, obligations, judgments, liens, actions, causes of action, or suits (collectively, "Claims"), whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, matured or unmatured, determined or determinable, liquidated or unliquidated, or due or to become due, and whether in contract, tort, strict liability or otherwise, which Tenet may currently have or in the future may have, whether in its own name or in the name of any person, arising out of or relating in any way to the Spalding Agreements, the Hospital or any businesses incident to the operation of the Hospital. Tenet represents and warrants that it has not assigned, transferred, or hypothecated, in whole or in part, any Claim that would otherwise be released hereunder and agrees to indemnify, defend and hold the Authority Releasees harmless from any damages, costs, losses or other injuries, including the payment of attorneys' fees, incurred by them as a result of any person asserting any such assignment, transfer, or hypothecation. Tenet covenants, on behalf of itself and any other person claiming through Tenet, not to bring any Claim released by Tenet hereunder before any court, arbitrator, or other tribunal in any jurisdiction, whether as a claim, a cross-claim, or counterclaim. Any Authority Releasee may plead this Agreement as a complete bar to any Claim brought in derogation of the covenant not to sue in the immediately preceding sentence.

Section 5. Release of Tenet. Effective as of the Effective Time, the Authority, acting on its own behalf and on behalf of its administrators, agents, affiliates, directors, members, successors, assigns and all other persons claiming by, through, for or under the Authority or on behalf of the Authority, hereby knowingly, voluntarily, unconditionally and irrevocably waives, releases and forever discharges Tenet, its past, present, and future affiliates, its successors and assigns, and its officers, directors, members, agents, employees, and representatives (the "Tenet Releasees"), from any and all Claims, whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, matured or unmatured, determined or determinable, liquidated or unliquidated, or due or to become due, and whether in contract, tort, strict liability or otherwise, which the Authority may currently have or in the future may have, whether in its own name or in the name of any person, arising out of or relating in any way to the Spalding Agreements, the Hospital or any businesses incident to the operation of the Hospital. The Authority represents and warrants that it has not assigned, transferred, or hypothecated, in whole or in part, any Claim that would otherwise be released hereunder and agrees to indemnify, defend and hold the Tenet Releasees harmless from any damages, costs, losses or other injuries, including the payment of attorneys' fees, incurred by them as a result of any person asserting any such assignment, transfer, or hypothecation. The Authority covenants, on behalf of itself and any other person claiming through the Authority, not to bring any Claim released by the Authority hereunder before any court, arbitrator, or other tribunal in any jurisdiction, whether as a claim, a cross-claim, or counterclaim. Any Tenet Releasee may plead this Agreement as a complete bar to any Claim brought in derogation of the covenant not to sue in the immediately preceding sentence.

Section 6. Scope of Releases. Tenet and the Authority acknowledge and agree that they may be unaware of or may later discover facts in addition to or different from those which they now know or believe to be true related to or concerning the Claims released hereunder. Tenet and the Authority acknowledge that such presently unknown or unappreciated facts could materially affect the claims or defenses of such Party. It is nonetheless the intent of Tenet and the Authority to give a full, final and complete release and discharge of the Claims released hereunder.

Section 7. Publicity. Except as may be required by applicable law, none of the Parties will issue or make, or allow to have issued or made, any press release or other public announcement concerning this Agreement without the consent of the other Parties.

Section 8. Non-Disparagement. No Party shall disparage, denigrate or malign any other Party in any way that could adversely affect the goodwill, reputation or business relationships of such other Party, as applicable, with the public generally, or with any of its customers, suppliers or employees.

Section 9. Right to Enforcement and Remedies.

9.1 **Severability.** The covenants set forth in this Agreement shall be considered and construed as separate and independent covenants. Should any part or provision of any covenant be held invalid, void or unenforceable in any court of competent jurisdiction, such invalidity, voidness or unenforceability shall not render invalid, void or unenforceable any other part or provision of this Agreement.

9.2 **Recourse.** Purchaser shall be solely liable in connection with any breach by Purchaser or any of Purchaser's affiliates of the terms hereof, including the failure to perform any covenant set forth in Section 2. In no event shall Tenet be responsible for, nor shall the termination of the Spalding Agreements or the release of Tenet set forth in Sections 3 and 5 be affected by, any breach by Purchaser of this Agreement or any failure by Purchaser to perform the covenants set forth in Section 2. For the avoidance of doubt: (a) the Authority's sole recourse for Purchaser's breach or failure to perform any term of this Agreement shall be against Purchaser and not Tenet and (b) Purchaser's covenant to perform the covenants set forth in Exhibit B is made in favor of the Authority and is enforceable against Purchaser only by the Authority and its successors and assigns.

9.3 **Specific Performance.** Purchaser acknowledges and agrees that (a) the rights of the Authority contemplated by this Agreement are special, unique and of extraordinary character, (b) if Purchaser violates or fails or refuses to perform any covenant or agreement made by it herein, the Authority would suffer irreparable harm and be without an adequate remedy at law, and (c) if Purchaser violates or fails or refuses to perform any covenant or agreement made by it herein, the Authority shall, subject to the terms hereof and in addition to any remedy at law for damages or other relief, be entitled to specific performance of such covenant or agreement, or to seek any other equitable relief.

Section 10. Confirmation by the Authority Concerning Certain Title Matters.

10.1 Reference is hereby made to those certain covenants made by the Authority to the Georgia Department of Public Health, each dated September 6, 1958, and recorded at Deed Book 173, Page 344, deed records of Spalding County, Georgia (the "Records") (collectively, the "DPH Covenants"). The Authority hereby acknowledges and confirms to Purchaser that during the twenty (20)-year period following the completion of construction of the Hospital: (a) the Authority retained ownership of the Hospital, (b) the Hospital was then operated as a non-profit hospital as referenced in the DPH Covenants and (c) the Hospital was a publicly-owned facility.

10.2 Reference is further made to the Warranty Deed, dated as of January 15, 1986, pursuant to which the Authority conveyed the Property to Tenet, recorded at Deed Book 780, Page 43, aforesaid Records (the "Authority Deed"). The Authority further acknowledges and confirms to Purchaser the following with respect to the Authority Deed:

(a) The operation of the Hospital on the date hereof satisfies the covenant under the Authority Deed to operate an acute care hospital on the Property;

(b) From and after the Effective Time: (i) all references in the Authority Deed to the December 10, 1984 Agreement (as amended by that certain Amendment dated as of December 17, 1984) among the Authority, Tenet and American Medical International Inc. (the "1984 Agreement") shall be deemed removed and such 1984 Agreement shall no longer be incorporated into the Authority Deed by reference; (ii) Exhibit "C" to the Authority Deed is hereby deleted in its entirety and of no further force or effect; and (iii) Purchaser's performance of the covenants set forth on Exhibit B attached hereto shall be deemed to satisfy any remaining covenant by Tenet under the Authority Deed, including any covenant to operate an acute care hospital on the Property;

(c) If requested by Purchaser, the Authority and Purchaser shall execute and deliver in recordable form a notice or memorandum of the provisions set forth in this Section 10, referencing the DPH Covenants and Authority Deed, and providing record notice of the provisions of this Section 10, which Purchaser may record in the Records; and

(d) Purchaser's title insurance company shall be entitled to rely on the confirmations by the Authority in this Section 10 in connection with the issuance in favor of Purchaser of an owner's policy of title insurance with respect to the Property.

Section 11. Miscellaneous.

11.1 Certain Definitions. As used in this Agreement, (i) the term "affiliate" has the meaning given to that term in Rule 12b-2 under the Securities Exchange Act of 1934, as amended; and (ii) the term "person" shall be broadly interpreted to mean all natural and legal persons, including, without limitation, any company, corporation, general or limited partnership, limited liability company, trust or other entity or company.

11.2 Governing Law. This Agreement and all disputes among the parties under or relating to this Agreement or the facts and circumstances leading to its execution, whether in contract, tort or otherwise shall be governed by and construed in accordance with internal laws of the State of Georgia, without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Georgia.

11.3 Notices. Any notice, demand or communication required, permitted, or desired to be given hereunder shall be deemed effectively given when personally delivered, when received by telegraphic or other electronic means (including facsimile) or overnight courier, or five (5) calendar days after being deposited in the United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, addressed as follows:

If to the Authority:	The Griffin-Spalding County Hospital Authority 222 Meriweather Street PO Box 1592 Griffin, GA 30224
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With a copy to: Mark Peek Law LLC
105 West Oak St.
Griffin, GA 30224
Attention: Mark Peek, Esq.
Facsimile No.: (770) 227-4835

If to Tenet: c/o Tenet Healthcare Corporation
1445 Ross Ave., Suite 1400
Dallas, Texas 75202
Attention: Keith Pitts
Facsimile No.: (469) 893-3229

With a copy to: c/o Tenet Healthcare Corporation
1445 Ross Ave., Suite 1400
Dallas, Texas 75202
Attention: Steven Schaefer
Facsimile No.: (469) 893-7508

With a copy to: Alston & Bird LLP
1201 W. Peachtree Street
Atlanta, Georgia 30309
Attention: Steve Pottle, Esq.
J. Mark Ray, Esq.
Facsimile No.: (404) 253-8263

If to Purchaser: Wellstar Health System
793 Sawyer Road
Marietta, Georgia 30062
Attention: Jim Budzinski, EVP and CFO
Facsimile No.: (770) 509-4270

With a copy to: Wellstar Health System
793 Sawyer Road
Marietta, Georgia 30062
Attention: Leo Reichert, EVP and General Counsel
Facsimile No.: (770) 509-4223

With a copy to: Paul Hastings LLP
1170 Peachtree Street, N.E., Suite 100
Atlanta, Georgia 30309
Attention: Phillip Street, Esq.
Craig Smith, Esq.
Facsimile No.: (404) 685-5216

or to such other address and to the attention of such other person or officer as any party may designate by notice hereunder to the other parties.

11.4 Authority. The parties hereby represent to each other that this Agreement is a valid and binding agreement as to such party, has been duly authorized, executed and delivered, and that such party has voluntarily entered into this Agreement solely to facilitate the matters covered by this Agreement.

11.5 Waivers and Amendment. The agreements set forth in this Agreement may be modified or waived only by a separate writing by the parties expressly so modifying or waiving such agreements. It is further understood and agreed that no failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

11.6 Binding on Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

11.7 Third Party Beneficiary. None of the provisions contained in this Agreement are intended by the parties, nor shall they be deemed, to confer any benefit on any person not a party to this Agreement.

11.8 Headings. The headings contained in this Agreement are for purposes of convenience only and shall not affect the meaning or interpretation of this Agreement.

11.9 Construction; Counterparts. The parties hereto acknowledge and agree that they each have participated in the negotiations and preparations of this Agreement. Accordingly, the parties further agree that no presumption or burden of proof shall be raised in any question of interpretation of this Agreement based upon any assertion that any one party or parties have drafted this Agreement or any provision hereof. This Agreement may be executed in counterparts and by facsimile or portable document format (pdf) signature, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the date first set forth above.

TENET:

TENET HEALTHSYSTEM MEDICAL, INC.

By: 
Name: Michael T. Maloney
Title: Authorized Signatory

TENET HEALTHSYSTEM SPALDING, INC.

By: 
Name: Michael T. Maloney
Title: Authorized Signatory

PURCHASER:

WELLSTAR HEALTH SYSTEM, INC.

By: _____
Name: _____
Title: _____

THE AUTHORITY:

**THE GRIFFIN-SPALDING COUNTY HOSPITAL
AUTHORITY**

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the date first set forth above.

TENET:

TENET HEALTHSYSTEM MEDICAL, INC.

By: _____

Name: _____

Title: _____

TENET HEALTHSYSTEM SPALDING, INC.

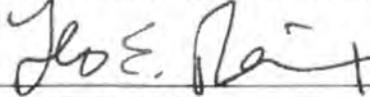
By: _____

Name: _____

Title: _____

PURCHASER:

WELLSTAR HEALTH SYSTEM, INC.

By: 

Name: Leo E. Reichert

Title: EVP & General Counsel

THE AUTHORITY:

**THE GRIFFIN-SPALDING COUNTY HOSPITAL
AUTHORITY**

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the date first set forth above.

TENET:

TENET HEALTHSYSTEM MEDICAL, INC.

By: _____

Name: _____

Title: _____

TENET HEALTHSYSTEM SPALDING, INC.

By: _____

Name: _____

Title: _____

PURCHASER:

WELLSTAR HEALTH SYSTEM, INC.

By: _____

Name: _____

Title: _____

THE AUTHORITY:

**THE GRIFFIN-SPALDING COUNTY HOSPITAL
AUTHORITY**

By: Bonita L. Pfrogner

Name: BONITA L. PFROGNER

Title: CHAIRMAN

ANNEX I

Spalding Agreements

1. Agreement, by and between The Griffin-Spalding County Hospital Authority, Tenet HealthSystem Medical, Inc. and Tenet HealthSystem Spalding, Inc., dated October 1, 1996.
2. Bill of Sale executed by The Griffin-Spalding County Hospital Authority in favor of Tenet HealthSystem Spalding, Inc., dated January 15, 1986.
3. Assignment and Assumption executed by The Griffin-Spalding County Hospital Authority and Tenet HealthSystem Spalding, Inc., dated January 15, 1986.
4. Supplemental Agreement Regarding Charity Care, by and among The Griffin-Spalding County Hospital Authority, Tenet HealthSystem Medical, Inc. and Tenet HealthSystem Spalding, Inc., dated December 10, 1984.

EXHIBIT A

Legal Description of Property

All that tract or parcel of land lying and being in the City of Griffin, Spalding County, Georgia, being more particularly described as follows:

BEGINNING at a concrete monument located at the point of intersection of the westerly right-of-way line of South Eighth Street (a 60 foot right-of-way) with the southerly right-of-way line of Graefe Street (a 50 foot right-of-way), and running thence along the westerly right-of-way line of South Eighth Street South 00 degrees 34 minutes 19 seconds West a distance of 680.32 feet to a fence corner; thence North 89 degrees 38 minutes West, 50.0 feet to fence corner; thence South 01 degrees 02 minutes 18 seconds West, 50.00 feet to a fence corner; thence South 89 degrees 37 minutes 55 seconds East, 50.10 feet to a fence corner located on the Westerly right-of-way line of South Eighth Street; thence along the westerly right-of-way line of South Eighth Street South 01 degrees 07 minutes 07 seconds West a distance of 9.65 feet to a concrete monument located at the point of intersection of the westerly right-of-way line of South Eighth Street with the northern right-of-way line of Addevale Street (a 50 foot right-of-way); thence South 88 degrees 51 minutes 43 seconds West, along the northerly right-of-way line of Addevale Street, a distance of 657.93 feet to concrete monument found at the point of intersection of the northerly right-of-way line of Addevale street with the Westerly right-of-way line of South Ninth Street (a 50 foot right-of-way); thence South 00 degrees 15 minutes 40 seconds West, along the westerly right-of-way line of South Ninth Street, a distance of 74.01 feet to a concrete monument found; thence South 89 degrees 31 minutes 40 seconds West a distance of 212.97 feet to a concrete monument; thence North 00 degrees 04 minutes 26 seconds West a distance of 826.80 feet to an iron stake placed on the southerly right-of-way line of Graefe Street; thence North 89 degrees 52 minutes 21 seconds East along the southerly right-of-way line of Graefe Street, a distance of 877.90 feet to the concrete monument located at the POINT OF BEGINNING.

THE ABOVE DESCRIBED PROPERTY is shown as Tract "A" containing 15.10 acres and Tract "E" containing 0.181 acres on and as described according to plat of survey prepared for American Medical International by G. Tim Conkle, Georgia Registered Land Surveyor No. 2001, Conkle-Lane & Associates, dated November 5, 1984, and revised December 10, 1985, which said plat of survey is recorded in Plat Book 15, page 664, of the records of the Clerk of the Superior Court of Spalding County, Georgia and is incorporated herein by this reference and made a part of this description.

TOGETHER WITH any and all reversionary rights to all that tract or parcel of land lying and being in the City of Griffin, Spalding County, Georgia, containing 0.057 acres shown as Tract "G" on and as described according to plat of survey prepared for American Medical International by G. Tim Conkle, Georgia Registered Land Surveyor No. 2001, Conkle-Lane & Associates, dated November 5, 1984, and revised December 10, 1985, which said plat of survey is recorded in Plat Book 15, page 664 of the records of the Clerk of the Superior Court of Spalding County, Georgia and is incorporated herein by this reference and made a part of this description.

TOGETHER WITH any and all rights of the Grantor under that certain drainage easement from the City of Griffin to the Griffin-Spalding County Hospital Authority dated December 10, 1985,

recorded in Deed Book 777, page 99, in the office of the Clerk of the Superior Court of Spalding County, Georgia.

LESS AND EXCEPT:

All that tract or parcel of land, lying and being in the City of Griffin, Spalding County, Georgia, containing 0.041 Acres as shown on plat of survey entitled "Property Survey for David A. Magusiak & Edward M. Parker, Jr.", dated June 14, 1995, prepared by Kenneth E. Presley, Registered Land Surveyor, a copy of which said plat of survey is recorded in Plat Book 21, page 735, in the Office of the Clerk of Superior Court of Spalding County, Georgia, and, by reference, said plat of survey, together with the metes, bounds, courses and distances as shown thereon, is incorporated herein and made a part of this description.

Said property is more particularly described as BEGINNING at a point on the west margin of South 9th Street a distance of 66.23 feet as measured in a southerly direction along the west margin of South 9th Street from the intersection of the north right of way of Addavale Street and South 9th Street; thence south 89 degrees 47 minutes 07 seconds west 226.8 feet, more or less, to the center line of a creek; thence in a southerly direction along the center line of a creek 8.35 feet, more or less, to property of John Herbert, Inc. being shown as "AREA: 0.74 ACRES" on plat of survey; thence north 89 degrees 49 minutes 07 seconds east 224.4 feet, more or less, to a concrete monument located on the west margin of South 9th Street; thence in a northerly direction along the west margin of South 9th Street a distance of 8.0 feet to the point of beginning.

Said property is bounded on the north by property of Griffin Spalding County Hospital Authority; on the east by South 9th Street; on the south by 0.74 Acre tract shown on said plat of survey now or formerly owned by John Herbert, Inc.; and on the west by the center line of a creek across which lies property of City of Griffin (Golf Course).

EXHIBIT B

COVENANTS OF PURCHASER

1. **Core Services.** The Hospital will continue to provide those core hospital services that are currently being provided as of the closing of the transaction, except as provided below. Because WellStar operates a "hub" and "hubette" model, rather than a hub and spoke, each of our community hospitals continues to provide those services for which it has sufficient volume and physician manpower to provide high quality care. As to EMS service, WellStar will consider whether to continue to operate the service or partner with a qualified provider. In the event WellStar determines that the EMS service should be sold, WellStar will obtain the approval of the Authority, which approval shall not be unreasonably withheld. WellStar will agree to consult with the WellStar Spalding Regional Hospital Board (the "Local Board") before discontinuing any core service. Core services would be reduced or eliminated only due to material change in circumstances, such as physician manpower shortage, substantial reduction in occupancy and/or service usage, and/or material changes in reimbursement policy.
2. **Physician Recruitment.** WellStar is committed to recruiting physicians needed to meet critical community needs. WellStar agrees to work with medical staff and facility leadership during the twelve months immediately post-transaction to identify physician manpower needs and develop appropriate recruitment strategies.
3. **Service Expansion.** WellStar agrees to conduct a full community needs and market assessment to determine whether to expand service offerings at the Hospital and, if so, which services to add/expand. Based on this assessment, as well as a five-year strategic plan, and capital budget plan, and in consultation with the Local Board, WellStar will determine the best service mix to maintain at the Hospital, consistent with our goal of providing world class care, and our model of utilizing community hospitals to continue to perform those services that are utilized sufficiently to continue to provide high quality care.
4. **Capital Support.** WellStar agrees to support the Hospital with sufficient capital to meet its strategic goals and objectives and to provide needed community services, which for the first five years post-transaction shall be a minimum of \$5 Million capital spend per year on average (total \$25 M over five years). This commitment is contingent upon the Hospital maintaining a cash flow annually and in the aggregate over this period that equals or exceeds 90% of the cash flow (defined as Earnings before Interest, Depreciation and Amortization) of SRH in CY 2014, which was equal to \$27,259,000. WellStar agrees to provide a quarterly financial statement to the Authority.
5. **Private Room Conversion.** WellStar agrees to conduct a market/community need analysis to determine the scope and timing of the conversion of semi-private rooms to private rooms. WellStar agrees to conduct and complete this study within 12

months of the closing of the Transaction. If the assessment demonstrates the need for such a project, and the cost does not exceed \$15M, WellStar will fund the necessary conversion project within 3 to 5 years. Funding for the private room conversion, if any, shall be in addition to the Capital Support commitment described in paragraph 4, above.

6. **Regulatory Board Appointment.** Purchaser agrees to appoint a member of the Authority to the Local Board for a minimum of 5 years.
7. **Continuation of Commitments.** If WellStar sells the Hospital during the period in which any of the commitments in paragraphs 1 – 6 above remain in force, WellStar will request that the new owner agree to abide by the remaining commitments; provided, however, that if WellStar sells the Hospital to Northside Hospital, Piedmont Health Care, Navicent or their respective Affiliates, WellStar shall cause such purchaser to agree to abide by the remaining commitments.
8. **Right of First Refusal.**
 - a. If WellStar receives a bona fide arm's length offer to purchase the Hospital (structured as a sale of substantially all of the Hospital's assets, the sale of the membership interest in WellStar SGH, or otherwise) from a third party (the "Transferee") not Affiliated with WellStar other than Northside Hospital, Piedmont Health Care, Navicent or their respective Affiliates, which WellStar desires to accept (the "Offer"), WellStar shall send a notice (herein referred to as the "Transfer Notice") to the Authority. The Transfer Notice shall set forth the exact terms of the Offer so received, together with a copy of the Offer, and shall state the desire of WellStar to sell the Hospital on such terms and conditions. Thereafter, the Authority shall have the right and option to purchase the Hospital at the price and upon the terms and conditions specified in the Offer. The right of first refusal contained herein is not assignable.
 - b. If the Authority desires to exercise its right of first refusal, it shall give notice (the "Exercise Notice") to that effect to WellStar within thirty (30) days after receipt of the Transfer Notice. Such Exercise Notice shall acknowledge the Authority's agreement to be bound by the terms and conditions of the Offer and contain evidence satisfactory to WellStar in its sole discretion of the Authority's financial and operational ability to consummate the purchase within six (6) months. If the Authority rejects the Offer or fails to accept the Offer within said thirty (30) day period, the Authority shall be deemed to have waived its right of first refusal and WellStar may enter into a binding agreement with and convey the Hospital to the Transferee (or its Affiliate); provided, however, that if the proposed sale is ultimately not consummated with the Transferee identified in the Offer, the Authority's right of first refusal shall apply with respect to subsequent Offers from other Transferees.
 - c. If the Authority timely accepts the Offer, WellStar and the Authority shall proceed to consummate the sale of the Hospital on the terms and conditions

described in the Offer; provided, however, that the closing shall occur on the later of six (6) months following the Exercise Notice or the closing date specified in the Offer, or an another date as may be mutually agreed upon by WellStar and the Authority.

- d. For clarity, the Authority's right of first refusal shall not apply with respect to an Offer from or sale of the Hospital to Northside Hospital, Piedmont Health Care, Navicent or their respective Affiliates.

- 9. **Local Taxes.** Although eligible for an exemption, WellStar will (or will cause WellStar SRH to) continue to make payments to the Tax Commissioner of Spalding County (as collection agent for property/ad valorem taxes payable to the City of Griffin, Griffin-Spalding County School System, and the Spalding County) in lieu of taxes according to the following schedule: (1) For FY 2016, the full amount that would be due as property taxes, up to \$900,000.00; (2) For FY 2017, \$600,000.00; (3) For FY 2018, \$300,000.00; (4) For FY 2019 and beyond \$0.00. WellStar's agreement in this paragraph 9 is contingent upon reaching an agreement with the County to accept such payments in lieu of taxes and to grant WellStar and/or WellStar SRH's county tax exemptions without challenge.

LAW 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: SPALDING COUNTY

Service: City of Griffin Police Department

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

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

- b.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

- c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **City of Griffin**)

- d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

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

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

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

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

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

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

Local Government or Authority	Funding Method
City of Griffin	General Fund, User Fees, Grants, Donations

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

Previously Form 2 titled City Police

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Statewide Mutual Aid And Assistance Agreement	Spalding County, City of Griffin	2016 - 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: **Steve Ledbetter, PhD**
 Phone number: **770-467-4224** Date completed: October 27, 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: SPALDING COUNTY

Service: *Correctional Institute*

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.): **Spalding County**

- b.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

- c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):

- d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

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

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

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

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

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

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

Local Government or Authority	Funding Method
Spalding County	General Funds, State of Georgia DOC, Grants, SPLOST

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:

Agreement Name	Contracting Parties	Effective and Ending Dates
Inmate Work Detail	Spalding County, City of Griffin	07/01/2019-06/30/2020
Inmate Work Detail	Spalding County Griffin-Spalding County School System	06/08/2022 - AR
Inmate Work Detail	Spalding County, Orchard Hill	DRAFT

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: **Steve Ledbetter, PhD, County Manager**
 Phone number: **770-467-4224** Date completed: October 27, 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
BY AND BETWEEN
GEORGIA DEPARTMENT OF CORRECTIONS
AND
SPALDING COUNTY
COUNTY CAPACITY**

THIS AGREEMENT is entered into the 1st day of July, 2022, by and between the GEORGIA DEPARTMENT OF CORRECTIONS, an agency of the State of Georgia (“Department”), and SPALDING COUNTY, a political subdivision of the State of Georgia (“County”), acting by and through its Board of County Commissioners, referred to individually as “Party” or together as “Parties.”

WHEREAS, Department desires to contract with County for appropriate care and custody of certain offenders for which Department is responsible, (“State Offenders”); and

County desires to provide appropriate care and custody of State Offenders at a correctional institution operated by County (“Services”).

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

1. Care and Custody. County agrees to provide complete care and custody of up to 384 State Offenders daily, for the Term of this Agreement and in accordance with all applicable state and federal laws, rules, and regulations. Without limiting the generality of the foregoing, County specifically agrees that no State Offender labor shall benefit private persons or corporations.

2. Recording Offender Movement in SCRIBE. County agrees to record any and all movement of State Offenders transferred in and out of the County facility by entering the movement in Department’s SCRIBE system on the same day the movement occurs. Movements that are not entered in SCRIBE on the day the movement occurs will not show as an adjustment and result in an inaccurate daily count. County is solely responsible for implementing procedures to ensure that SCRIBE entries are made accurately and in a timely manner. County is responsible for verifying the State Offender count and all movements in and out of the County facility in SCRIBE on a daily basis to ensure that the count is accurate. County understands that the count reflected in SCRIBE is the official count for purposes of calculating payment under this Agreement. Late documentation, lack of documentation, or inaccurate documentation may result in delayed payment or non-payment under this Agreement. County agrees to grant Department access to County’s records, documentation procedure, and personnel for purposes of auditing SCRIBE entries and verifying State Offender count at any time upon Department’s request.

3. Notification of Medical Treatment. County shall notify Department of any State Offender that the County transfers to a hospital for treatment that will require an overnight stay or for whom treatment is likely to cost in excess of One Thousand Dollars (\$1,000.00). Said notification shall be provided via telephone contact within Twenty-Four (24) hours of offender being admitted for treatment on an outpatient or inpatient basis. County shall notify Department pursuant to this paragraph by calling the Department's "On Call Utilization Management Nurse" at 404-863-3079 at any time of day or night.

4. Employee or Offender Misconduct. The County agrees that it will notify the Department within ten (10) business days after terminating an employee of the County correctional institution for misconduct or of the resignation of any employee in connection with an allegation or investigation of misconduct. The County further agrees that it will notify the Department within ten (10) business days if it, one of its employees, or any other law enforcement officer secures a criminal warrant for the arrest or otherwise pursues the prosecution of an offender being housed at the County CI for criminal conduct allegedly committed at the County CI. County agrees that it will not hire any employee terminated by Department for misconduct or who resigns from Department in connection with an allegation or investigation of misconduct.

5. Compensation. Department agrees to pay County the sum of Twenty-Two Dollars (\$22.00) per State Offender per day for the duration of this Agreement. County agrees that upon receipt of documentation from the Department showing inmate dates and total amount of payment, County shall validate the accuracy of the documentation in a manner as prescribed by the Department and return the validation of the same to the Business Management Unit within seven (7) business days of receiving the documentation. Department shall endeavor to pay County for Services within Forty-Five (45) days of invoice receipt in approved form. County acknowledges and agrees that the Commissioner of Corrections shall have sole authority with respect to the transfer of State Offenders to and from the County correctional institution and Department shall not incur charges for State Offenders not under the care and custody of County. A State Offender is not under the care and custody of County when a State Offender is not housed at the County facility including when a State Offender is out to court or sent to a Department facility for medical or mental health evaluation.

6. Term of Agreement. The term of this Agreement shall be from July 1, 2022 until 11:59 p.m. on June 30, 2023 (the "Term"). The Parties may, by mutual agreement in writing, extend the Term for additional time periods.

7. Termination. Department may at any time and for any reason terminate this Agreement by providing written notice in advance of such termination to County. In the event of termination under this paragraph, Department shall pay County for Services performed prior to the effective date of termination; provided, however, that payments otherwise due County may be applied by Department against amounts due or claimed to be due to Department. In the event that County fails to comply with the provisions of this Agreement, Department may terminate this Agreement for cause and without notice. If

termination is for cause, payments may be withheld by Department on account of the Services being deemed deficient and not remedied by County prior to the effective date of termination. County shall be liable to Department for any additional cost incurred by Department as a result of deficiencies in the Services to be provided hereunder.

8. Prison Rape Elimination Act. County agrees that it will adopt and comply with 28 C.F.R. 115, entitled the Prison Rape Elimination Act ("PREA"). As required in 28 C.F.R. 155.12, County further agrees to cooperate with Department in any audit, inspection, or investigation by Department or other entity relating to County's compliance with PREA. Department shall monitor the County's compliance with PREA and shall have the right to inspect any documents or records relating to such audit, inspection or investigation, and County will provide such documents or records at Department's request. County acknowledges that any violation of PREA is a material breach of this Agreement, is cause for termination of this Agreement and may lead to administrative and criminal sanctions. The County shall acknowledge in writing that the Department has advised the County of these matters.

9. Sexual Harassment Prevention. The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, Governmental Entity's, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its Governmental Entity's and their employees and sub-contractors will interact with entities of the State of Georgia, their customers, and other Governmental Entities of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all Governmental Entities who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

A Governmental Entity, including its employees and sub-contractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

- (i) If Governmental Entity is an individual who is regularly on State premises or who will regularly interact with State personnel, Governmental Entity certifies that:
- (a) Governmental Entity has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - (b) Governmental Entity has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
 - (c) Upon request by the State, Governmental Entity will provide documentation substantiating the completion of sexual harassment training.
- (ii) If Governmental Entity has employees and sub-contractors that are regularly on State premises or who will regularly interact with State personnel, Governmental Entity certifies that:
- (a) Governmental Entity will ensure that such employees and sub-contractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - (b) Governmental Entity has provided sexual harassment prevention training in the last year to such employees and sub-contractors and will continue to do so on an annual basis; or Governmental Entity will ensure that such employees and sub-contractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at [http://doas.ga.gov/human-resources-](http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training)

administration/sexual-harassment-prevention/hr-professionals/employee-training (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and

- (c) Upon request of the State, Governmental Entity will provide documentation substantiating such employees and sub-contractor's acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

10. Notices. Any notice under this Agreement, other than those referenced in Paragraph 3, "Notification of Medical Treatment," shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail, return receipt requested, to a Party hereto at the address set forth below or to such other address as the Parties may designate by notice from time to time in accordance with this Agreement.

If to the County: Spalding County Board of Commissioners
Chairman, Clay W. Davis
PO Box 1087
Griffin, GA 30224

With a copy to: Spalding County Prison
Warden, Carl Humphrey
295 Justice Boulevard
Griffin, GA 30224

If to the Department: Jennifer Ammons
General Counsel
Georgia Department of Corrections
State Office South, Gibson Hall, 3rd Floor
P.O. Box 1529
Forsyth, Georgia 31029

With a copy to: Robert Toole
Facilities Director
Georgia Department of Corrections
State Office South, Gibson Hall, 1st Floor
P.O. Box 1529
Forsyth, Georgia 31029

11. Reimbursement of Medical Costs.

- a. Department agrees to reimburse County for certain costs of medical services required for medical conditions which: (1) pose an immediate threat to life or limb, and (2) occur under circumstances in which the State Offender cannot reasonably be placed in a state institution for the receipt of this care (“Emergency Medical Services”). Department’s obligation to reimburse County for the cost of any medical services, to include Emergency Medical Services, arises only when the cost per State Offender per incident exceeds One Thousand Dollars (\$1,000.00), and Department shall only be liable for the amount in excess of One Thousand Dollars (\$1,000.00), subject to the limitations of this paragraph and other applicable laws and regulations.
- b. County agrees to invoice Department monthly for the actual cost of Emergency Medical Services paid by County. If there existed any rate agreement between County and the hospital or hospital authority at the time Emergency Medical Services were rendered, the invoice must reflect such rate. All invoices from County must include an invoice or receipt from the hospital that clearly shows the actual cost of Emergency Medical Services paid by County.
- c. Department is not liable to County for any late fees or charges imposed by the hospital, hospital authority (collectively, “Late Fees”), or other service provider, for late or nonpayment by the County. County agrees to exclude Late Fees from its invoices to Department.
- d. If Department reasonably determines that there is a difference between the actual cost incurred by County and the invoice sent to Department, Department may assess an administrative fee of one-half (1/2) of the difference to cover the administrative costs incurred by the Department. Department shall send County written notice of any administrative fees, and County shall have Thirty (30) days to make payment or to dispute the fee in writing. If County does not make payment of undisputed administrative fees by the due date, Department is entitled to a setoff of the same amount against future payments owing to County.
- e. Pursuant to O.C.G.A. § 42-5-2(c), Department shall reimburse County no more than the applicable Georgia Medicaid Rate for Emergency Medical Services provided to a State Offender by a hospital, hospital authority, or other service provider. Department shall not be liable to County for any amount paid by County to a hospital, hospital authority, or other service provider, in excess of the Medicaid Rate for emergency services provided to a State Offender.

12. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels and supersedes any

prior agreements and understandings relating to the subject matter hereof, and all prior representations, agreements, understandings and undertakings between the parties hereto with respect to the subject matter hereof are merged herein.

13. Sole Benefit. Department and County enter into this Agreement for their sole benefit. Department and County do not intend to give any rights pursuant to this Agreement to any other parties.

14. Choice of Law and Venue. The Contract shall be governed in all respects by the laws of the State of Georgia. Any lawsuit or other action brought against the Department and the State based upon or arising from this Agreement shall be brought in the Superior Court of Fulton County, Georgia.

15. Amendment. The Parties recognize and agree that it may be necessary or convenient for the Parties to amend this Agreement and the Parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the Parties.

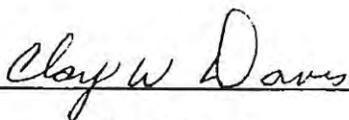
16. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No Party shall be bound by this Agreement until all Parties have executed it.

IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

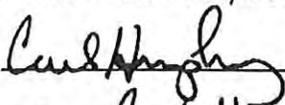
GEORGIA DEPARTMENT OF
CORRECTIONS:

By: 
Jennifer Ammons
General Counsel
Date: 07/14/2022

COUNTY:

By: 
Print Name: Clay W. Davis
Title: Chairman, Board of Commissioners
Date: June 6, 2022

FACILITY WARDEN/SUPERINTENDENT

By: 
Print Name: Carl Humphrey
Date: 6-7-22



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: SPALDING COUNTY

Service: Griffin+Spalding County Law Enforcement Firing Range

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.): **Spalding County; City of Griffin**

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

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

No

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

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

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Spalding County	General Fund; Impact Fees
City of Griffin	General Fund

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>
IGA	Spalding County and City of Griffin	07/01/2013-06/30/2063

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: **Steve Ledbetter, PhD, County Manager**
 Phone number: **770-467-4224** Date completed: October 27, 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 SPALDING.**

**INTERGOVERNMENTAL AGREEMENT
between the
CITY OF GRIFFIN, GEORGIA
and
COUNTY OF SPALDING, GEORGIA
for
GRIFFIN-SPALDING COUNTY LAW ENFORCEMENT FIRING RANGE**

This Intergovernmental Agreement, made and entered this ___ day of May, 2013, by and between the CITY OF GRIFFIN, a Georgia municipal corporation, situated in Spalding County, Georgia (hereafter, “the City”), and the COUNTY OF SPALDING, a political subdivision of the State of Georgia (hereafter, “the County”); collectively, the City and County may be referred to as the “parties”, provides as follows:

1.

This writing (hereafter referred to as “the Agreement” or “IGA”) shall constitute a binding, legal contract by and between the parties hereto, in accordance with the authority granted by Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia. The obligations of the parties hereunder shall constitute general obligations to which the full faith and credit of each governmental entity is hereby pledged, including, if necessary, the levy of ad valorem taxes. Each of the parties herein covenants that it has the requisite legal authority to provide the services, perform the functions, construct and operate the facilities and equipment, and otherwise do all things necessary, convenient, and expedient to carry out the obligations and responsibilities herein set forth, either expressly or by reasonable implication. Said parties further

covenant that all conditions or acts required by law to authorize said agreement have been met or performed. This agreement shall constitute a valid, binding and enforceable obligation of each party and all assertable immunities and defenses, if any, are hereby waived as to the opposing party. The parties covenant that they will uphold and defend the validity and enforceability of this agreement in any proceeding in which it may be challenged.

2.

The City is owner of real property, situated, lying, and being in Spalding County, Georgia, as more particularly shown and described on a drawing attached hereto as Exhibit "A", which by reference is incorporated herein and made a part hereof (hereafter referred to as "the subject property"). The subject property is a depicted on Spalding County Tax Map 265A 03002. The parties desire to construct, operate, and maintain on the subject property a 25 meter firing range for primary use by the City of Griffin Police Department and the Spalding County Sheriff's Department.

3.

The firing range shall be designed using range, safety, and environmental design criteria published by the U.S. Army, the National Rifle Association, and the National Sports Shooting Foundation, or other entity involved in the design and construction of firing ranges for police training in the use of firearms, including pistols, shotguns, rifles, and other small arms. Final selection of design criteria shall be solely vested in the City's Director of Public Safety and the Spalding County Sheriff, whose judgment shall be final.

4.

The parties agree to share equally in the cost of clearing, road and site development, construction of improvements, annual maintenance, use and operation of the facility, and other related costs. Annually the Director of Public Safety and Sheriff shall jointly submit to their respective City and County managers a balanced budget for the facility. Initial funding of the facility shall be paid from the proceeds of timber harvested from the site and from other jointly owned property of the parties at or near the site; the County will retain a timber consultant to manage the cutting of timber for this purpose.

5.

The term of this Agreement shall commence July 1, 2013 and terminate on June 30, 2063, unless the parties mutually agree, in writing, to an earlier termination date; provided, however, any earlier termination date shall coincide with a fiscal year end.

6.

The firing range developed pursuant to this Agreement shall be operated primarily for use of the City of Griffin Police Department, Spalding County Sheriff's Department, and other city/county law enforcement agencies wherein firearms training of personnel is required or desirable. Any outside use of the facility shall be solely governed by prior written consent of the Director of Public Safety and Sheriff, with priority given to law enforcement, quasi-military, and then civilian use. Safety of the range users, surrounding property and land uses shall be paramount and emphasized at all training activities.

This writing represents the full agreement of the parties hereto as to the subject matter treated and supercedes all prior negotiations or discussions not expressly set forth herein. This Agreement may only be altered, modified, or amended in a writing signed by all parties and dated subsequent to the initial date of execution. This Agreement shall be interpreted and enforced in accordance with the law of the State of Georgia.

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

COUNTY OF SPALDING, GEORGIA

CITY OF GRIFFIN, GEORGIA

By: Gwen Hewers-Taylor
Chairman

By: Josue Gold
Chairperson

Attest: [Signature]
Clerk

Attest: [Signature]
Secretary

SEAL

SEAL

Wendell Beam
Wendell Beam, Sheriff

[Signature]
Frank Strickland, Director of Public Safety

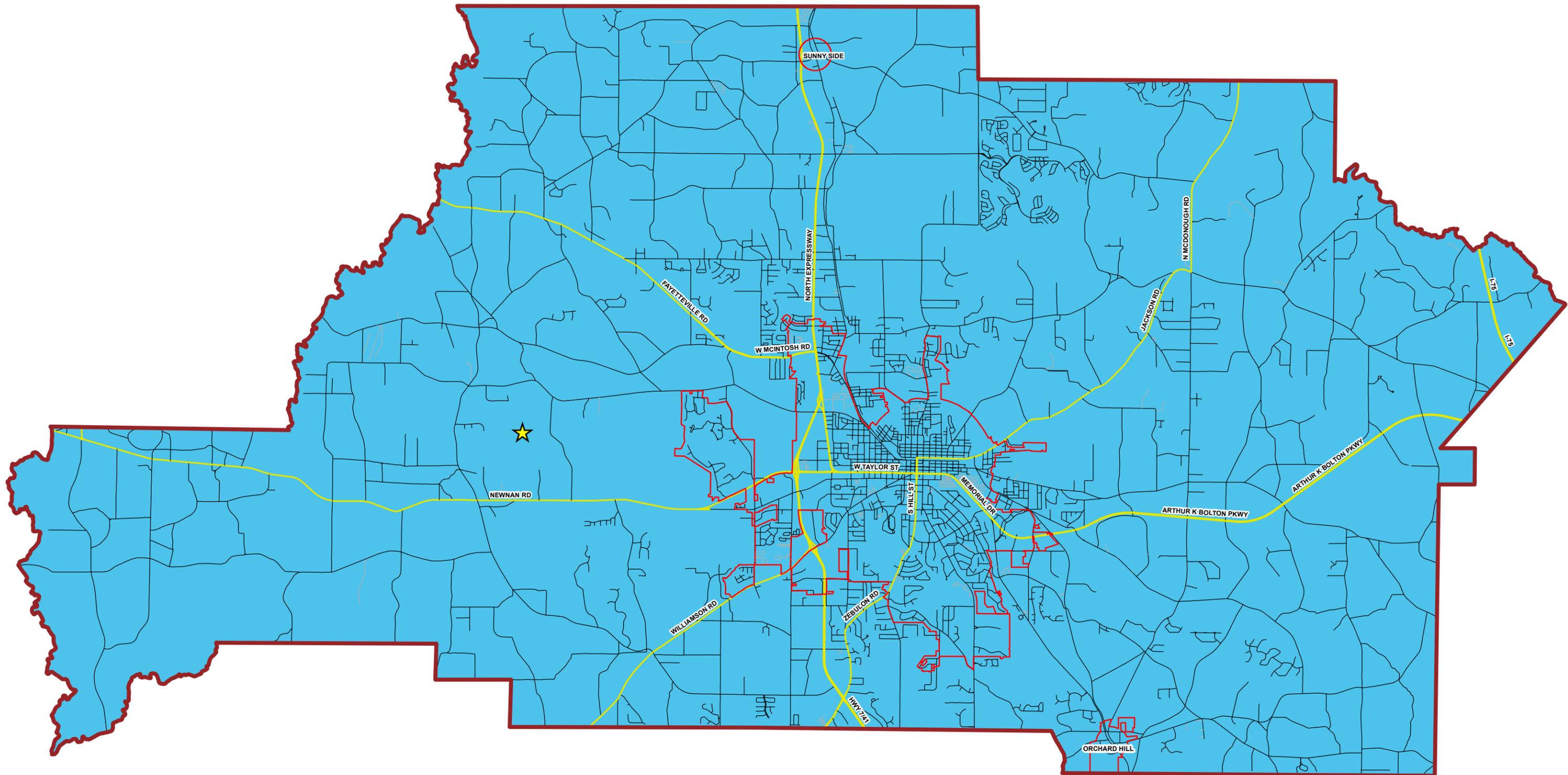
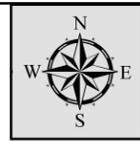
Approved as to form:

Approved as to form:

By: [Signature]
County Attorney

By: [Signature]
City Attorney

Law Enforcement Firing Range Area



Legend

-  Firing Range
-  City of Griffin & Spalding County Firing Range Area



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: SPALDING COUNTY

Service: Detention Center/Jail 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.): **Spalding 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>
Spalding County	General Fund, Grants, Donations, SPLOST
City of Griffin	Jail add-on fees, General Fund, Grants, & Donations

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>
Inmate Reimbursement	Spalding County, City of Griffin	08/01/2017 - AR
MOU		
Jail Services Agreement	Spalding County, City of Griffin	10/21/2002 - 12/31/2050
Statewide Mutual Aid And Assistance Agreement	Spalding County, City of Griffin	2016 - 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: **Steve Ledbetter, PhD**
 Phone number: **770-467-4224** Date completed: October 27, 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 SPALDING

City of Griffin Inmate Reimbursement Memorandum of Understanding

THIS Memorandum of Understanding made and entered this 17th day of July, 2017 by and between Spalding County, a political subdivision of the State of Georgia (hereinafter “County”), and the City of Griffin, a municipal corporation organized under the laws of the State of Georgia (hereinafter “City”), provides as follows:

WHEREAS, the County owns a jail or detention facility for incarcerating pre-trial detainees and convicted prisoners;

WHEREAS, said jail or detention facility is operated and staffed by the Honorable Darrell Dix, Sheriff of Spalding County, Georgia, within the budgetary allowance provided by the County;

WHEREAS, the City operates a Municipal Court which can sentence offenders to terms of incarceration for violation of its municipal ordinances and certain state laws, resulting in the need to house those offenders during service of the lawful sentence;

WHEREAS, the City has the further need to house and detain persons arrested for violating its municipal ordinances and certain state laws while those offenders await trial;

NOW, THEREFORE, BE IT AGREED BY THE PARTIES:

1.

For the purpose of this Memorandum of Understanding, the term “City detainee” shall mean a person arrested by the City’s Police Department for violating its municipal ordinances or those misdemeanor offenses triable before the Municipal Court of the City of Griffin, Georgia; said term shall not include persons arrested with or without a state warrant, for offenses returnable to the general trial courts of Spalding County, Georgia. The term “City prisoner” shall mean a person tried and convicted in the Municipal Court and upon whom has been imposed a sentence of incarceration, including offenders whose probated or suspended sentences have been revoked. The term “inmate” shall mean either a City detainee or a City prisoner or both.

2.

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual promises herein made, the parties do hereby agree, one with the other, for the benefits and services hereafter described.

- a. The Sheriff shall accept for housing at Spalding County Detention Facility (hereinafter “Jail”) all medically acceptable, as determined in the sole discretion of the Sheriff or his designee, pre-trial City detainees and convicted City prisoners as presented to the Sheriff by the Griffin

Police Department at said jail in Griffin, Spalding County, Georgia, and shall provide these persons with such services and facilities as substantially similar to those services and facilities provided other State, county or municipal detainees and inmates housed therein. The parties acknowledge that the actual number of detainees and prisoners provided by the City shall, from time to time, vary, and bed space shall be available at all times during the term of this Memorandum of Understanding. Locations of actual bed space may vary between pre-trial detainees and convicted prisoners, and by sex of inmate, with the Sheriff having sole discretion governing cell assignments. The County shall not be required to accept more than forty (40) City inmates at any one time.

- b. The City of Griffin shall pay Forty dollars per day (\$40.00), per inmate incarcerated by the Griffin Police Department. Said payment shall constitute full and complete payment for the feeding and housing of inmates and no additional payment or per diem charge shall be imposed, except as specified in this Memorandum of Understanding. Payment shall be within 30 days of invoice.
- c. The City shall be responsible for the payment of necessary outside medical care costs for City inmates. If the City inmate requires scheduled or non-emergency outside medical care which costs more than \$100.00, the Sheriff or his designee will contact the City so that the City may decide what action to take. Notwithstanding the foregoing, if the Jail reasonably believes that said inmate requires emergency medical care, it shall not be required to inform the City before obtaining such care. There will be no charge other than the \$40.00 daily fee for inmates who receive in-house medical care and prescriptions.
- d. In connection with the services to be provided, the Sheriff or his personnel shall at minimum, book the inmate into the Jail Management System, conduct an inmate personal inventory, and produce all other reports presently used at Spalding County Detention Facility for all City pre-trial detainees and prisoners. The Griffin Police Department shall supply to the Sheriff or his personnel at the time of presentation of a detainee or prisoner, all required paperwork, including but not limited to legal documentation of the City's authority to arrest, detain or incarcerate a prisoner, and any available medical insurance coverage. The Sheriff shall furnish weekly to the Chief of Police, or his designee, a copy of any written or printed arrest/booking reports and a monthly summary of jail activity involving City detainees and prisoners.
- e. The City, through its Police Department and Clerk of Municipal Court, shall remain solely responsible for scheduling a first appearance, committal or probable-cause hearings for pre-trial detainees in a timely manner. Transportation of detainees and prisoners to normal court hearings, conducted for all city inmates once weekly shall be the sole responsibility of the Sheriff, at no cost to the City.
- f. The Sheriff and his personnel shall exercise due care and diligence to provide for the physical care and well-being of all City detainees and prisoners in custody, in accordance with the minimum standards promulgated by Georgia Law and Statutes. The Sheriff shall make available to detainees and prisoners' access to emergency medical care on the same basis as provided other inmates of the facility, including necessary transportation as required. The City

shall be responsible for the payment of necessary outside medical care costs (as referenced in provision 2(c) above) for said inmate.

- g. The Sheriff and/or his designee will have the right to release any City inmate that would cause an unreasonable medical expense, or to manage the Jail population. If possible, prior to release, the Police Chief will be notified of the pending release, and the reason for the release.

3.

The term of this Memorandum of Understanding shall commence on August 1, 2017 and continue for a period of two (2) years, ending July 31, 2019. Said Memorandum of Understanding will thereafter be automatically renewed for up to four (4) successive one (1) year terms. The Memorandum of Understanding may be terminated by either party after the initial term by written notice at least ninety (90) days prior to the end of the current term.

In the event of jail over-crowding or a prisoner lawsuit involving the operation of the jail, the Sheriff and County shall be solely responsible for legal defense of such claim and hold the City harmless from any additional costs or expenses of temporarily housing detainees and prisoners at another facility if warranted by such action.

4.

This Memorandum of Understanding constitutes the full understanding and agreement of the parties and supersedes any prior understanding, agreement or negotiations. This Memorandum of Understanding shall be interpreted and enforced in accordance with the laws of the State of Georgia as an intergovernmental Memorandum of Understanding. No amendment or modification hereof shall be valid and enforceable unless reduced to writing, executed and dated subsequent to this writing.

5.

The parties hereby covenant, each to the other, that they have done or performed all acts necessary or convenient to carry out the intentions of this Memorandum of Understanding and that each possesses the requisite authority to exercise the same.

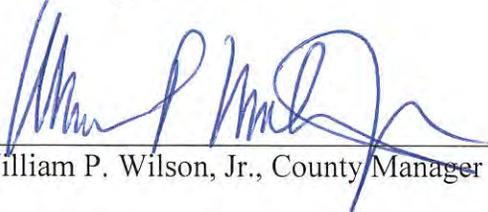
EXECUTED under hand and seal of the duly authorized representative of the respective parties, as their official act, the day and year above written.

[SIGNATURES ON FOLLOWING PAGE]

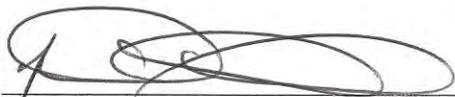
SPALDING COUNTY

By: 
Bart Miller, Chairman

July 17, 2017
Date

Attest: 
William P. Wilson, Jr., County Manager

July 17, 2017
Date

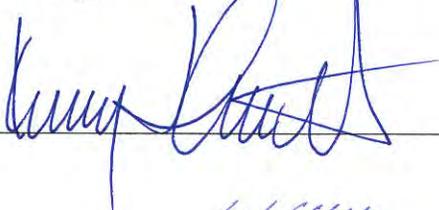
Approved by: 
Darrell Dix, Sheriff, Spalding County

07/24/17
Date

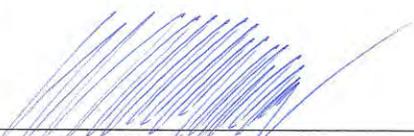
CITY OF GRIFFIN

By: 

7/25/17
Date

Attest: 

7/25/17
Date

Approved by: 
William G. Johnston, III, Judge
Municipal Court of the City of Griffin

July 28, 2017
Date

ORIGINAL

STATE OF GEORGIA,
COUNTY OF SPALDING.

JAIL SERVICES CONTRACT

THIS AGREEMENT, made and entered this 7th day of October, 2002, by and between the COUNTY OF SPALDING, a political subdivision of the State of Georgia (hereafter referred to as the "County"), JAMES D. STEWART, in his capacity as the SHERIFF of Spalding County, Georgia (hereafter referred to as the "Sheriff"), and the CITY OF GRIFFIN, a Georgia municipal corporation, provides as follows:

WHEREAS, the County owns a county jail or detention facility for the incarceration of both pre-trial detainees and convicted inmates;

WHEREAS, said detention facility is operated and staffed by the Sheriff within the budgetary allowance provided by the County;

WHEREAS, the City has a need for incarcerating certain persons arrested for violation of crimes and ordinances of said City while awaiting trial and to house those persons convicted of offenses triable before the Municipal Court for which sentences of imprisonment may be lawfully imposed; and

WHEREAS, by entering into contract with the County and its Sheriff, the City can reduce or eliminate the necessity to own and operate its own detention facility or jail.

NOW, THEREFORE, BE IT AGREED BY THE PARTIES AS FOLLOWS:

1.

For valuable consideration and the mutual promises herein made, the parties do hereby contract with one another for the hereinafter services and benefits, to-wit:

The County and/or Sheriff may accept for housing at the Spalding County Detention Facility pre-trial detainees and convicted prisoners of the City and may provide these persons with such services and facilities as substantially similar to those services and facilities provided other State and County detainees and inmates, subject to the terms and conditions of this Agreement. Bed space will be provided only on a "as available" basis. The County and Sheriff do not guarantee availability of any space whatsoever and jail space shall be provided only if space is available, in the sole discretion of the Sheriff or his designee. Allocation of bed space may vary between pre-trial detainees and convicted prisoners, and by sex of inmate, with the Sheriff having sole discretion governing cell assignments. City inmates may be commingled with State and County detainees and inmates, provided the Sheriff and his detention officers shall assume full responsibility for the safety and wellbeing of City inmates in the facility population.

2.

In connection with the services herein provided, the Sheriff, or his personnel, will:

- (a) complete an arrest/booking report, jail card, prisoner's personal inventory, and all other reports presently in use at the Spalding County Sheriff's Department or by the City of Griffin Police Department for each City prisoner, including availability of medical insurance coverage;
- (b) take and develop as part of the booking process a well-focused photograph of each City prisoner;
- (c) and fingerprint each City prisoner on printable offenses. The Sheriff shall furnish daily to the Chief of Police, or his designee, a timely copy of any written or computer-generated arrest/booking reports, and a monthly summary of arrest/booking activities involving City

prisoners. It shall be the duty of the City, through its Police Department, to furnish the Sheriff with accurate copies of all citations, accusations, arrest warrants, bench warrants, sentences and other Court orders relating to the detention of any City inmate. The City Police Department shall remain responsible for scheduling first appearance and probable cause hearings on its pre-trial detainees in a timely manner; provided, the Sheriff shall make available at the Detention Facility an appropriate room for the conduct of such hearings.

3.

The Sheriff, and his personnel, shall exercise due care and diligence in providing for the physical care and maintenance of all City prisoners placed in his custody, in accordance with the such established standards as promulgated by case law or statute. The Sheriff shall provide routine medical care and health assessment as available to other prisoners by staff medical personnel and shall provide such emergency medical care and treatment, including transportation, as needed for City prisoners. Otherwise, the City shall schedule and pay the medical expense, if not reimbursed by insurance or third-party providers, for routine medical and dental care required for any convicted City prisoner while serving his or her sentence, including arranging the necessary transportation. The City shall remain responsible for transporting its prisoners, including pretrial detainees, to and from the detention facility for court and other lawful purposes.

4.

Any emergency medical expense incurred on behalf of a City detainee or prisoner (other than arising out of unauthorized intentional injuries of inmates by the Sheriff or his personnel, if any), including injuries suffered by acts of other inmates, shall be the sole and exclusive responsibility of the City, who shall be responsible for payment of said medical expenses directly

to the service provider(s).

5.

As full consideration and payment for the services of housing and feeding City inmates, the City shall pay to the County a per diem rate per inmate, based upon the formula or computational example attached hereto as Exhibit "A". Said per diem shall be calculated using the actual number of City inmates in the jail population as of 8:00 A.M. each day, provided, inmates shall be counted on the first day of incarceration but not on the date of release. The parties contemplate the per diem rate shall be adjusted annually based on the latest audit of the Spalding County Detention Facility and Sheriff's Department.

Upon submission of a statement or invoice from the Sheriff to the City Police Chief, calculating the payment due, the City shall pay the per diem charge monthly and within thirty (30) days of receipt of said statement or invoice. Any balance of deposits in the Spalding County Jail Fund from penalties imposed and collected by the City through its Municipal Court shall first be applied by the County as a credit against the monthly payment due. The County will periodically account to the City for the balances in said account and the amount thereof attributed to the City.

6.

The City shall indemnify and hold harmless the County and/or its Sheriff and Sheriff's Department personnel, from any and all claims, damages or expenses (including legal expenses incurred in defending lawsuits and habeas corpus petitions) arising out of or relating to the arrest and imprisonment of any person charged with violations of state law and City ordinances and booked and detained in the County Jail pursuant to this Agreement, except the City shall not be liable for any claims, damages or expenses that may arise due to acts or omissions of any agent

or employee of the County and Sheriff arising solely from the detention of such person or the terms and conditions thereof. The County and Sheriff shall indemnify and hold harmless the City, its officers and employees, from any and all claims, damages and expenses, including legal expenses incurred in defending actions, arising out of the detention of persons pursuant to this Agreement for which the County and / or Sheriff may be liable.

7.

The term for this contract shall commence on September 21, 2002, and shall expire, unless sooner terminated as set out below, on December 31, 2050. Either party to this contract may terminate this contract upon giving the other party ninety (90) days notice of its intention to terminate. At the expiration of the ninety (90) days this contract shall terminate in its entirety.

8.

This Agreement constitutes an intergovernmental contract between the City and County. This writing contains all terms and conditions and represents the entire agreement between the parties, superceding all prior negotiations, understandings or oral agreements. Any amendments to this Agreement shall be in writing, duly executed by all parties or their respective successors in office.

EXECUTED the day and year first above written by the hands and seals of the parties acting through their duly authorized representatives.

COUNTY OF SPALDING, GEORGIA

By: Johnie A. McDaniel
Chairman

Attest: Gregory P. Doan
Clerk

James D. Stewart (Seal)
JAMES D. STEWART, in his capacity as
SHERIFF of Spalding County, Georgia

CITY OF GRIFFIN, GEORGIA

By: James W. Todd
Chairman

Attest: Don N. [Signature]
Secretary

Exhibit "A"

Formula for Computation of
City per diem Rates

Jail Direct Costs Applicable to City Inmates
(Direct Costs of operating Spalding County Detention Facility, exclusive of transportation and outside medical care)

+

Indirect Costs of Sheriff's Department Relating to Jail Operations (prorated based upon number of budgeted positions for detention personnel in relation to total budgeted personnel of Department)

+

Annual Depreciation of Jail Building, Equipment & Furnishings (using straight-line method)

Equals: Total Jail Costs, plus Depreciation

Divided By: Average Daily Population (total inmates)

Equals: Per Diem Cost to City

Attached to this Exhibit "A" for illustrative purposes only is an example of Projected Per Diem Cost for FY 99. The intent of the parties is to use the County's most recent audit of Sheriff's Department and Jail Operations to project a per diem rate for each fiscal year (July 1 through June 30). The parties agree to annually adjust the projected per diem rate, as of January 1, during the term of the Agreement. In addition, using the most recent audit, the parties agree to make necessary adjustments for the prior calendar year, based upon actual audited costs. If amounts paid by the City in the prior calendar year were less than actual audited costs, the City agrees to pay any balance due to the County within ninety (90) days of receipt of an invoice. If the amounts paid were in excess of actual audited costs, the County agrees to credit the amount against current year's obligations.

PER DIEM COSTS OF SPALDING COUNTY JAIL

The computation of the per diem costs of housing inmates at the County Jail for the FY 1999 is \$42.81. I have made the following assumptions in computing these costs:

1. Total audited expenses for the Sheriff's Department at June 30, 1999 were \$7,507,296.72.
2. "Direct costs applicable to City Inmates" equaled \$1,012,465.33. This is included at 100%.
3. "Costs Not Related to City Inmates" equaled \$202,252.81. These costs have been completely excluded.
4. The amount left, \$6,292,578.58, is the Sheriff's indirect cost and is used to figure the "Jail's Indirect Cost". This amount is prorated at 52.03%, which is the number of detention and jail related employees (77) compared to the total employees for the jail (148). Total jail indirect costs are \$3,274,028.64.
5. Annual depreciation for this model totaled \$613,292.22. Depreciation was computed on a straight-line basis, with the life based on the asset class.
6. Total FY 1999 Jail Costs equals the prorated Indirect Costs plus Direct Costs plus Annual Depreciation which comes to a total of \$4,899,786.18. This figure was divided by 365 days and then divided by the average daily occupancy of 313.58.
7. The Per diem inmate cost is \$42.81.



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: SPALDING COUNTY

Service: Inmate Work Detail

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.): **Spalding 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>
Spalding County	General Fund, Department of Corrections, User Fees
City of Griffin	General Fund
City of Orchard Hill	General Fund

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>
IGA	Spalding County and City of Griffin, SCCI	07/01/2019-06/30/2020 (AR)
IGA	Spalding County and Griffin-Spalding BOE	07/01/2022-06/30/2023 (AR)
IGA	Spalding County, Orchard Hill	06/13/2022 - 06/30/2023 (AR)

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: **Steve Ledbetter, PhD, County Manager**
 Phone number: **770-467-4224** Date completed: October 27, 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:

**AGREEMENT BETWEEN
SPALDING COUNTY, GEORGIA AND BOARD OF COMMISSIONERS OF THE
CITY OF GRIFFIN FOR USE OF INMATE WORK DETAILS**

THIS AGREEMENT is entered into this 17th day of July, 2019, by and between SPALDING COUNTY, a political subdivision of the State of Georgia, (hereinafter referred to as the "Spalding County"), and THE CITY OF GRIFFIN, a municipal corporation chartered under the laws of the State of Georgia, (hereinafter referred to as the "Agency"),

WITNESSETH:

WHEREAS, the Agency wishes to utilize inmate work details ("Details") for services on public works projects and

WHEREAS, Spalding County is willing and able to provide the Details to the Agency, under the terms and conditions of this agreement.

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties agree as follows;

1. OBLIGATION OF SPALDING COUNTY

- a. During the term of this Agreement, Spalding County shall supply the Agency, subject to the availability of State Inmates, with ~~five~~ ^{five} ~~four~~ (5) full-time Correctional Officer(s) and not more than eight (8) inmates per detail.
- b. In performing the work called for under this agreement:
 - The number one priority of the Correctional Officer assigned to an outside contract detail will be the security and safety of his or her assigned inmates and the welfare of the community.
 - The second priority shall be the timely completion of assigned work.
 - The Details shall work an eight (8) hour day, Monday through Friday, this including transportation to and from the work site from Spalding County Correctional Institution, hereinafter referred to as "SCCI".
 - The Details may work outside of such hours due to inclement weather or other emergency conditions, if the Agency requests and the Warden at SCCI agrees.
 - Spalding County shall be solely responsible for the custody, discipline and productivity of the Details, and for providing clothing and health care to the Details.

- Spalding County Detail Officer shall be responsible for transporting the Details between SCCI and designated work sites.

Responsibility: Facility/Center staff shall use good judgment during inclement weather, to complete work assigned by contacting agencies in a timely manner.

- Inclement Weather: Every effort shall be made to run details when it is raining, if it appears rain is scattered or rain will soon end. This will allow inmates to be near or at the assigned work site and go to work as weather conditions improve.
- Cold Weather: Every effort will be made to run details when the temperature is below twenty-eight (28) degrees Fahrenheit when it appears the temperature will quickly rise. Again, this will allow inmates to be near or at the assigned work site and go to work as weather conditions improve.
- Hot Weather: Work details will continue to run in conditions of extreme heat. However, precautions shall be taken to lessen the risks (i.e. extra breaks every hour).

It is the responsibility of a Detail Officer to maintain control of the inmates assigned under his/her supervision to insure that proper security measures are maintained and that inmates work in an orderly manner.

2. RESPONSIBILITIES OF THE AGENCY

- The Agency will allow up to fifteen (15) days for vacation and sick leave per detail officer per year. The Agency will allow for five (5) additional days for mandatory training time for the officer(s) as required by County and State Regulations.
- The Agency shall furnish all equipment, tools, safety equipment, and transportation vehicles for the Details between SCCI and designated work sites. The Agency shall further provide for or perform maintenance on all said equipment, tools and vehicle, and shall be solely responsible for replacement or repair of same. The Agency shall provide, at its sole cost, automobile insurance for the transportation vehicles supplied to SCCI under this agreement. The vehicle shall be equipped with a mobile radio or cellphone for the exclusive use of the Correctional Officer, capable of communicating with law enforcement agencies and emergency medical personnel. It shall also be equipped with a first aid kit. The vehicle shall be marked "State Prisoners" on the front, side and rear of the vehicle, with the vehicle number being marked on the roof. A portable toilet shall also be provided for use by inmates assigned to the detail.

- Road Signs: The Agency shall furnish road signs (warning) to be placed in the front and rear of the detail if work is being done on a public road. The distance between the signs shall depend on the type work being done. At all times signs should be placed to provide a warning to motorists. Safety of the detail and of drivers should be the guiding consideration to determine placement.
- Detail Identification Signs: In addition to necessary safety signs, each outside work detail from Spalding County Correctional Institution will have two signs identifying the detail as a prison detail.
- The Agency shall furnish a strobe light which shall be mounted on top of the vehicle used to transport inmates assigned to contract details. The light shall be used on all occasions when the vehicle is parked on the side of a public road or when the vehicle is following the detail while the detail is proceeding along the highway.
- The Agency shall provide general direction and supervision of the work to be performed under this Agreement, but no official or employee of the Agency shall exercise any immediate control, direction or supervision over any inmate of the Detail(s). The sole responsibility for the directing, controlling, and supervising said Detail(s) shall be that of SCCI and its officials, Correctional Supervisors and employees. Directions as to work to be performed shall be communicated to the Correctional Officer for the Detail(s) in question; who shall then direct the work of the Detail(s) accordingly.

In consideration of the work to be performed by the Detail(s) under this Agreement, the Agency shall pay to Spalding County the following:

- An amount equal to the salary and fringe benefits to include only FICA, medical insurance, dental insurance, vision insurance, life insurance, worker's compensation, and retirement, of five (5) Correctional Officer(s). Spalding County will provide the Agency with a schedule of said salary and fringe benefits for each contracted Correctional Officer. Spalding County will provide the Agency with a quarterly invoice for this cost, which shall name the Correctional Officer(s) in question.
- The Agency shall pay an amount equal to 10% of the Correctional Officer's salary and benefits that would compensate for administrative duties involving safety and security compliance of the detail, classification review and assignments, staff management and oversight of detail operations. An agreed upon rate of the officer's total salary and benefits divided by the number of work days for the year, then multiplied by the number of days over twenty that the detail did not work will be deducted.

Invoices shall be mailed to:

City of Griffin
P.O. Box T
Griffin, Georgia 30224

3. TERM; RENEWAL; TERMINATION

- a. This Agreement shall be for a term beginning the 1st day of July, 2019 and ending the 30th day of June, 2020, unless earlier terminated in accordance with Section 3.
- b. This Agreement shall automatically renew for additional terms of one (1) year unless one party notifies the other in writing (given pursuant to Section 4.a herein) of their intent to terminate the Agreement. Said notice must be provided no less than thirty (30) days prior to the scheduled termination of the Agreement.
- c. Either party may terminate this Agreement upon ten (10) days written notice (given pursuant to Section 4.a herein) for the default of the other party.
- d. Either party may terminate this Agreement without cause upon sixty days' written notice (given pursuant to Section 4.a herein) to the other party.

4. MISCELLANEOUS

- a. All notices, demands, and requests which may be or are required to be given hereunder shall be in writing and shall be deemed to have been properly given when sent postage pre-paid by registered or certified mail (with return receipt requested) address as follows:

If intended for Spalding County:

Spalding County
Attn: William Wilson
P.O. Box 1087
Griffin, Georgia 30224

If intended for SCCI:

Spalding County Correctional Institution
Attention: Warden
295 Justice Boulevard
Griffin, Georgia 30224

If intended for the Agency:

City of Griffin
Attn: Kenny Smith
P.O. Box T
Griffin, Georgia 30224

Either party may change the address and name of addressee to which subsequent notices are to be sent by notice to the other given as aforesaid.

- b. Governing Law. This Agreement shall be governed and interpreted by the laws of the State of Georgia.
- c. Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No failure of either party to exercise any power given it hereunder, or to insist upon strict compliance by either party of any obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof this Agreement may not be amended except by a writing signed by both parties.

WHEREFORE, the parties have set their hands and seals as of the date first above written.

THE AGENCY:

By: Cynthia R Ward
Chairman, Board of Commissioners

Printed Name: Cynthia R Ward

Attested to by: Kenny W. Smith
Secretary, City of Griffin

Printed Name: Kenny W. Smith

SCCI WARDEN:

By: Carl Humphrey

Printed Name: Carl Humphrey

Witness: Kathy E. Steben

APPROVED AS TO FORM

THIS 29th DAY OF July, 2019

BY: Andrew J. Whalen, III
CITY ATTORNEY

SPALDING COUNTY:

By: Rita C. Johnson

Printed Name: Rita C. Johnson, Chairperson

Witness: Kathy Gibson
Kathy Gibson, Executive Secretary/
Deputy County Clerk

**AGREEMENT BETWEEN
SPALDING COUNTY, GEORGIA AND
GRIFFIN-SPALDING BOARD OF EDUCATION
FOR USE OF INMATE WORK DETAILS**

THIS AGREEMENT is entered into this 15th day of June, 2022, by and between SPALDING COUNTY, a political subdivision of the State of Georgia, (hereinafter referred to as "Spalding County"), and GRIFFIN-SPALDING BOARD OF EDUCATION, a department, agency or subdivision of the State of Georgia, (hereinafter referred to as the "Agency"),

WITNESSETH:

WHEREAS, the Agency wishes to utilize inmate work details ("Details") for services on public works projects; and

WHEREAS, Spalding County is willing and able to provide the Details to the Agency, under the terms and conditions of this agreement.

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties agree as follows:

1. OBLIGATION OF SPALDING COUNTY

- a. During the term of this Agreement. Spalding County shall supply the Agency, subject to the availability of State Inmates, with one (1) Detail(s) consisting of one (1) full-time Correctional Officer(s) and not more than eight (8) inmates per detail.
- b. In performing the work called for under this agreement:
 - The number one priority of the Correctional Officer assigned to an outside contract detail will be the security and safety of his or her assigned inmates and the welfare of the community.
 - The second priority shall be the timely completion of assigned work.
 - The Details shall work an eight (8) hour day. Monday through Friday, this including transportation to and from the work site from Spalding County Correctional Institution, hereinafter referred to as "SCCI".
 - The Details may work outside of such hours due to inclement weather or other emergency conditions, if the Agency requests and the Warden at SCCI agrees.
 - Spalding County shall be solely responsible for the custody, discipline and productivity of the Details, and for providing clothing and health care to the Details.
 - Spalding County Detail Officer shall be responsible for transporting the Details between SCCI and designated work sites.

Responsibility: Facility/Center staff shall use good judgment during inclement weather, to

complete work assigned by contacting agencies in a timely manner.

- **Inclement Weather:** Every effort shall be made to run details when it is raining, if it appears rain is scattered or rain will soon end. This will allow inmates to be near or at the assigned work site and go to work as weather conditions improve.
- **Cold Weather:** Every effort will be made to run details when the temperature is below twenty-eight (28) degrees Fahrenheit when it appears the temperature will quickly rise. Again, this will allow inmates to be near or at the assigned work site and go to work as weather conditions improve.
- **Hot Weather:** Work details will continue to run in conditions of extreme heat. However, precautions shall be taken to lessen the risks (i.e., extra breaks every hour).

It is the responsibility of a Detail Officer to maintain control of the inmates assigned under his/her supervision to ensure that proper security measures are maintained and that inmates work in an orderly manner.

2. RESPONSIBILITIES OF THE AGENCY

- The Agency will allow up to fifteen (15) days for vacation and Sick Leave per detail officer per year. The Agency will allow for mandatory training time for the officer(s) as required by County and State Regulations.
- The Agency shall furnish all equipment, tools, safety equipment, and transportation vehicles for the Details between SCCI and designated work sites. The Agency shall further provide for or perform maintenance on all said equipment, tools and vehicle, and shall be solely responsible for replacement or repair of same. The Agency shall provide, at its sole cost, automobile insurance for the transportation vehicles supplied to SCCI under this agreement. The vehicle shall be equipped with a mobile radio or cellphone for the exclusive use of the Correctional Officer, capable of communicating with law enforcement agencies and emergency medical personnel. It shall also be equipped with a first aid kit. The vehicle shall be marked "State Prisoners" on the front, side and rear of the vehicle, with the vehicle number being marked on the roof. A portable toilet shall also be provided for use by inmates assigned to the detail.
- **Road Signs:** The Agency shall furnish road signs (warning) to be placed in the front and rear of the detail if work is being done on a public road. The distance between the signs shall depend on the type work being done. At all times signs should be placed to provide a warning to motorists. Safety of the detail and of drivers should be the guiding consideration to determine placement.
- **Detail Identification Signs:** In addition to necessary safety signs, each outside work detail from Spalding County Correctional Institution will have two signs identifying the detail as a prison detail.
- The Agency shall furnish a strobe light which shall be mounted on top of the vehicle used to transport inmates assigned to contract details. The light shall be used on all occasions when the vehicle is parked on the side of a public road or when the vehicle is following the detail while the detail is proceeding along the highway.

- The Agency shall provide general direction and supervision of the work to be performed under this Agreement, but no official or employee of the Agency shall exercise any immediate control, direction or supervision over any inmate of the Detail(s). The sole responsibility for the directing, controlling, and supervising said Detail(s) shall be that of SCCI and its officials, Correctional Supervisors and employees. Directions as to work to be performed shall be communicated to the Correctional Officer for the Detail(s) in question; who shall then direct the work of the Detail(s) accordingly.

In consideration of the work to be performed by the Detail(s) under this Agreement, the Agency shall pay to Spalding County the following:

- An amount equal to the salary according to the pay classification then in effect, including fringe benefits, of one (1) Correctional Officer(s). Spalding County will provide the Agency with a schedule of said salary and fringe benefits. Spalding County will provide the Agency with a quarterly invoice for this cost, which shall name the Correctional Officer(s) in question.
- The Agency shall pay an amount equal to 10% of the Correctional Officer's salary and benefits that would compensate for administrative duties involving safety and security compliance of the detail, classification review and assignments, staff management and oversight of detail operations. An agreed upon rate of per diem will be deducted for every day the detail(s) do not report for work over fifteen (15) days.

Invoices shall be mailed to:

Griffin-Spalding Board of Education
P.O. Drawer N
Griffin, Georgia 30224

3. TERM; RENEWAL; TERMINATION

- This Agreement shall be for a term beginning the ^{12th}~~30th~~ day of ¹²~~1~~ JUNE, 2022 and ending the 30th day of June, 2023, unless earlier terminated in accordance with Section 3.
- This Agreement shall automatically renew for additional terms of one (1) year unless one party notifies the other in writing (given pursuant to Section 4.a herein) of their intent to terminate the Agreement. Said notice must be provided no less than thirty (30) days prior to the scheduled termination of the Agreement.
- Either party may terminate this Agreement upon ten (10) days written notice (given pursuant to Section 4.a herein) for the default of the other party.
- Either party may terminate this Agreement without cause upon sixty days' written notice (given pursuant to Section 4.a herein) to the other party.

4. MISCELLANEOUS

- All notices, demands, and requests which may be or are required to be given hereunder shall be in writing and shall be deemed to have been properly given when sent postage pre-paid by

registered or certified mail (with return receipt requested) address as follows:

If intended for Spalding County:

Spalding County Board of Commissioners
P.O. Box 1087
Griffin, Georgia 30224

If intended for SCCI:

Spalding County Correctional Institution
Attention: Warden
295 Justice Boulevard
Griffin, Georgia 30224

If intended for the Agency:

Griffin-Spalding Board of Education
P.O. Drawer N
Griffin, Georgia 30224

Either party may change the address and name of addressee to which subsequent notices are to be sent by notice to the other given as aforesaid.

- b. Governing Law. This Agreement shall be governed and interpreted by the laws of the State of Georgia.
- c. Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No failure of either party to exercise any power given it hereunder, or to insist upon strict compliance by either party of any obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof this Agreement may not be amended except by a writing signed by both parties.

WHEREFORE, the parties have set their hands and seals as of the date first above written.

THE AGENCY:

By: Sue McDonald

Typed Name: SUE McDONALD

Title: Chair

Attest: Keith Simmons

Typed Name: Keith Simmons

Title: SUPERINTENDENT

SCCI WARDEN:

By: Carl Humphrey
Carl Humphrey, Warden

SPALDING COUNTY:

By: Clay W. Davis

Typed Name: Clay W. Davis, Chair

Attest: Kathy Gibson
Clerk, Kathy Gibson

**AGREEMENT BETWEEN SPALDING COUNTY, GEORGIA
AND THE CITY OF ORCHARD HILL, GEORGIA
FOR USE OF INMATE WORK DETAILS**

THIS AGREEMENT is entered into this 13th day of June, 2022, by and between SPALDING COUNTY, a political subdivision of the State of Georgia, (hereinafter referred to as the "Spalding County"), and the CITY OF ORCHARD HILL, a department, agency or subdivision of the State of Georgia, (hereinafter referred to as the "Agency"),

WITNESSETH:

WHEREAS, the Agency wishes to utilize inmate work details ("Details") for services on public works projects and

WHEREAS, Spalding County is willing and able to provide the Details to the Agency, under the terms and conditions of this agreement.

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties agree as follows:

1. OBLIGATION OF SPALDING COUNTY

- a. During the term of this Agreement, Spalding County shall supply the Agency, subject to the availability of State Inmates, the number which Details and Correctional Officers as shown on Exhibit A and as agreed to from time to time between the parties hereto.
- b. In performing the work called for under this agreement:
 - The number one priority of the Correctional Officer assigned to an outside contract detail will be the security and safety of his or her assigned inmates and the welfare of the community.
 - The second priority shall be the timely completion of assigned work.
 - The Details shall work on specified weekdays only, for not more than an eight (8) hour day, this including transportation to and from the work site from Spalding County Correctional Institution, hereinafter referred to as "SCCI".
 - The Details may work outside of such hours due to inclement weather or other emergency conditions if the Agency requests and the Warden at SCCI agrees.
 - Spalding County shall be solely responsible for the custody, discipline, and productivity of the Details, and for providing clothing and health care to the Details.
 - Spalding County Detail Officer shall be responsible for transporting the Details between SCCI and designated work sites.

Responsibility: Facility/Center staff shall use good judgment during inclement weather, to complete work assigned by contacting agencies in a timely manner.

- Inclement Weather: Every effort shall be made to run details when it is raining, if it appears rain is scattered, or rain will soon end. This will allow inmates to be near or at the assigned work site and go to work as weather conditions improve.
- Cold Weather: Every effort will be made to run details when the temperature is below twenty-eight (28) degrees Fahrenheit when it appears the temperature will quickly rise. Again, this will allow inmates to be near or at the assigned work site and go to work as weather conditions improve.
- Hot Weather: Work details will continue to run in conditions of extreme heat. However, precautions shall be taken to lessen the risks (i.e. extra breaks every hour).

It is the responsibility of a Detail Officer to maintain control of the inmates assigned under his/her supervision to insure that proper security measures are maintained and that inmates work in an orderly manner.

2. RESPONSIBILITIES OF THE AGENCY

- The Agency will allow up to fifteen (15) days for vacation and Sick Leave per detail officer per year. The Agency will allow for mandatory training time for the officer(s) as required by County and State Regulations.
- The Agency shall furnish all equipment, tools, safety equipment, and transportation vehicles for the Details between SCCI and designated work sites. The Agency shall further provide for or perform maintenance on all said equipment, tools and vehicles, and shall be solely responsible for replacement or repair of same. The Agency shall provide, at its sole cost, automobile insurance for the transportation vehicles supplied to SCCI under this agreement. The vehicles shall be equipped with a mobile radio or cell phone for the exclusive use of the Correctional Officer, capable of communicating with law enforcement agencies and emergency medical personnel. It shall also be equipped with a first aid kit. The vehicle shall be marked "State Prisoners" on the front, side and rear of the vehicle, with the vehicle number being marked on the roof. A portable toilet shall also be provided for use by inmates assigned to the detail.
- Road Signs: The Agency shall furnish road signs (warning) to be placed in the front and rear of the detail if work is being done on a public road. The distance between the signs shall depend on the type of work being done. At all times signs should be placed to provide a warning to motorists. Safety of the detail and of drivers should be the guiding consideration to determine placement.
- Detail Identification Signs: In addition to necessary safety signs, each outside work detail from Spalding County Correctional Institution will have two signs identifying the detail as a prison detail.
- The Agency shall furnish a strobe light which shall be mounted on top of the vehicle used to transport inmates assigned to contract details. The light shall be used on all occasions when the vehicle is parked on the side of a public road or when the vehicle is following

the detail while the detail is proceeding along the highway.

- The Agency shall provide general direction and supervision of the work to be performed under this Agreement, but no official or employee of the Agency shall exercise any immediate control, direction or supervision over any inmate of the Detail(s). The sole responsibility for the directing, controlling, and supervising said Detail(s) shall be that of SCCI and its officials, Correctional Supervisors and employees. Directions as to work to be performed shall be communicated to the Correctional Officer for the Detail(s) in question, who shall then direct the work of the Detail(s) accordingly.

In consideration of the work to be performed by the Detail(s) under this Agreement, the Agency shall pay to Spalding County the following:

- An amount equal to the salary, including fringe benefits, of one (1) Correctional Officer(s). Spalding County will provide the Agency with a schedule of said salary and fringe benefits. Spalding County will provide the Agency with a quarterly invoice for this cost, which shall name the Correctional Officer(s) in question.
- The Agency shall pay an amount equal to 35% of the Correctional Officer's salary and benefits that would compensate for administrative duties involving safety and security compliance of the detail, classification review and assignments, staff management and oversight of detail operations. An agreed upon rate of per diem will be paid for every day the detail(s) do not report for work over fifteen (15) days.
- The Agency shall pay an amount equal to \$112.63 per hour for the services of an inmate crew. The crew will work when requested and / or as scheduled as approved by the City of Orchard Hill. The following rate chart will be in effect per detail requested:

Inmate Crew Costs Per Hour:		
Itemized:	per hour	notes
Officer	\$29.78	\$45,884.80 + 35% benefits divided by 2,080 working hours in year
Inmate (4)		
Truck	\$17.65	FEMA rate
Materials	\$50.00	
Tools	\$5.00	
10% Admin	\$10.20	
Total	\$112.63	

Invoices shall be mailed to:

City of Orchard Hill
P.O. Box 448
Orchard Hill, Georgia 30266

- The Agency shall be solely responsible for, and shall hold harmless SCCI, Spalding County, its elected officials, officers, agents, employees and representatives from any and all damages or injuries caused to person or property and from suits, claims or damages of any nature whatsoever resulting from the execution of this contract, unless said suit or claim arises solely out of the negligence of Spalding County.

3. TERM. RENEWAL. TERMINATION.

- a. This Agreement shall be for a term beginning the 1st day of July, 2022 and ending the 30th day of June, 2023, unless earlier terminated in accordance with Section 3.
- b. This Agreement shall automatically renew for additional terms of one (1) year unless one party notifies the other in writing (given pursuant to Section 4.a herein) of their intent to terminate the Agreement. Said notice must be provided no less than thirty (30) days prior to the scheduled termination of the Agreement.
- c. Either party may terminate this Agreement upon ten (10) days written notice (given pursuant to Section 4.a herein) for the default of the other party.
- d. Either party may terminate this Agreement without cause upon sixty days' written notice (given pursuant to Section 4.a herein) to the other party.

4. MISCELLANEOUS

- a. All notices, demands, and requests which may be or are required to be given hereunder shall be in writing and shall be deemed to have been properly given when sent postage pre-paid by registered or certified mail (with return receipt requested) address as follows:

If intended for Spalding County:

Spalding County Board of Commissioners
P.O. Box 1087
Griffin, Georgia 30224

If intended for SCCI:

Spalding County Correctional Institution Attention: Warden
295 Justice Boulevard
Griffin, Georgia 30224

If intended for the Agency:

City of Orchard Hill
P.O. Box 448
Orchard Hill, Georgia 30266

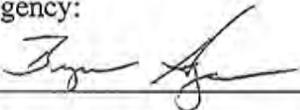
Either party may change the address and name of addressee to which subsequent notices are to be sent by notice to the other given as aforesaid.

- b. Governing Law. This Agreement shall be governed and interpreted by the laws of the State of Georgia.
- c. Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties, and no representations, inducements, promises or agreements, oral or

otherwise, between the parties not embodied herein shall be of any force or effect. No failure of either party to exercise any power given it hereunder, or to insist upon strict compliance by either party of any obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof this Agreement may not be amended except by a writing signed by both parties.

WHEREFORE, the parties have set their hands and seals as of the date first above written.

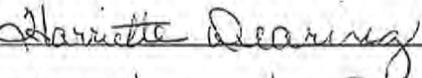
The Agency:

By: 

Typed Name: Bryan Hayes

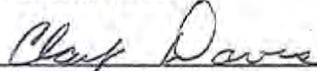
Title: MAYOR

Witness:

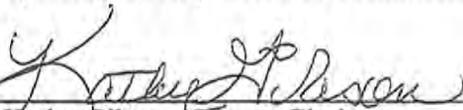
By: 

Typed Name: Harriette Dearing

Spalding County, Georgia

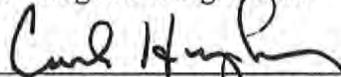
By: 

Clay Davis, Chairman
Spalding County Board of Commissioners

Attest: 

Kathy Gibson, County Clerk

Acknowledged and Agreed to:

By: 

Carl Humphrey, Warden
Spalding County Correctional Institute

Approved as to form:



Stephanie W. Windham, Spalding 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: SPALDING COUNTY

Service: Spalding County Sheriff

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

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

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

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

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

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

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

Local Government or Authority	Funding Method
Spalding County	General Fund

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:

Agreement Name	Contracting Parties	Effective and Ending Dates

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: **Steve Ledbetter, PhD**

Phone number: **770-467-4224** Date completed: October 27, 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:

LIBRARY



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: SPALDING COUNTY

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

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

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

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

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

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

Local Government or Authority	Funding Method
Spalding County	General Funds, Grants, Impact Fees, SPLOST

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:

Agreement Name	Contracting Parties	Effective and Ending Dates
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?

N/A

7. Person completing form: **Steve Ledbetter, PhD, County Manager**
 Phone number: **770-467-4224** Date completed: October 27, 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:

PARKS & RECREATION



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: SPALDING COUNTY

Service: Parks and Recreation

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

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

- 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.): **Spalding County; City of Griffin**

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

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

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

- No**

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

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

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

Local Government or Authority	Funding Method
Spalding County	General Fund, Grants, Impact Fees, User Fees, SPLOST
City of Griffin	General Funds, Grants

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

County accepting City Park property as a county managed property.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
IGA for Parks & Rec Leases	Spalding County, City of Griffin	11/01/2022 - 10/31/2032
IGA - Fairmont Park	Spalding County, City of Griffin	11/01/2022 - 10/31/2047

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: **Steve Ledbetter, PhD, County Manager**
 Phone number: **770-467-4224** Date completed: October 27, 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:

AGREEMENT

STATE OF GEORGIA

COUNTY OF SPALDING

THIS AGREEMENT, dated November 1, 2022 is made and entered into by and between the CITY OF GRIFFIN (hereinafter "the City"), a municipal corporation chartered under the State of Georgia, as Lessor, and the COUNTY OF SPALDING (hereinafter "the County"), a political subdivision of the State of Georgia, as Lessee:

WITNESSETH:

WHEREAS, the City and the County are authorized to exercise certain governmental powers to provide organized recreational services to their citizens and agree that recreational services can best be delivered through a community-wide program and through past experience have found the County to be uniquely qualified to provide such services for all citizens of Spalding County; and

WHEREAS, it is in the best interest of all citizens not to duplicate recreation programs, especially when funded through ad valorem taxation; and

WHEREAS, the City and County entered into a lease agreement on November 1, 2008 for these same purposes, in which Spalding County agreed to undertake a recreational program for the entire County of Spalding, including all municipalities therein;

NOW, THEREFORE, in consideration of the sum of the total consideration delineated in Paragraphs A and B of Article One below, to be paid by the Lessee to the Lessor annually on or before July 1 of each calendar year for the term of the contract, and in consideration of the premises and the mutual covenants and agreements set forth herein, both parties, pursuant to proper authorizing resolutions duly adopted by each respective Party, do hereby covenant and agree as follows:

ARTICLE ONE
GRANT OF LEASE AND TERM

- A. In consideration of the sum of One Dollar (\$1.00) annually, the City hereby rents and leases to the County the real property more particularly described in Schedule "A" (Volunteer Park), incorporated herein by reference and made a part hereof for and during a term of ten (10) years, beginning on November 1, 2022, and ending on October 31, 2032, subject to the right and option of the City to terminate the lease of the Schedule "A" property, or any portion or portions thereof, at a time and date desired and specified by the City, upon first giving written notice to the County (by the City), at least twelve (12) months in advance of the termination date desired and specified by the City. Then, the County shall surrender and deliver the full use and possession of such property on the date desired, and as so

specified by the City, and such specified property shall not thereafter be subject to the terms and provisions of this Lease Agreement.

- B. In consideration of the sum of One Dollar (\$1.00) annually, the City hereby rents and leases to the County the real property more particularly described in Schedule "B" (City Park, consisting of Watkins Field, the Gymnasium, the property to the west of and adjacent to the Gymnasium, commonly referred to as the "Skate Park", Beck Field, the pavilions, the playgrounds, and the other grounds but *not to include* the golf course, the club house, and any structures or areas associated with the golf course, and also *not to include* the pool, and any structures or areas associated with the pool) incorporated herein by reference and made a part hereof for and during a term of ten (10) years, beginning on November 1, 2022, and ending on October 31, 2032, subject to the right and option of the City to terminate the lease of the Schedule "B" property, or any portion or portions thereof, at a time and date desired and specified by the City, upon first giving written notice to the County (by the City), at least twelve (12) months in advance of the termination date desired and specified by the City. Then, the County shall surrender and deliver the full use and possession of such property on the date desired, and as so specified by the City, and such specified property shall not thereafter be subject to the terms and provisions of this Lease Agreement. The County reserves the right to remove any equipment or personal property it has purchased for use at the property and that is not permanently affixed to an existing improvement or the property at the end of the lease term or its earlier termination, provided that it repairs any damage to the property caused by said removal.
- C. For purposes of this agreement, "recreational purposes" shall mean parks, playgrounds, ballfields, recreation centers and other facilities for the provision of programs, services and activities generally sponsored or provided through a system of supervised recreation. It is the intent of the parties that the County will operate the subject property throughout the lease term herein described for recreational programs and activities for the benefit of all residents of the City and County. The County affirmatively covenants that the property and its programs, services and activities conducted thereon shall be open to entry and use by all persons regardless of race, color, national origin, religion, age, sex, disability or other recognized basis of discrimination, subject to reasonable security measures. Fees charged to residents of the City and County shall be equal without regard to residence; provided, however, fees charged to non-residents of Spalding County may exceed those charged to County residents so long as the actual fees and charges are comparable for similar State or local public facilities. Reservation or permit requirements shall be equal for all users regardless of residency.
- D. The County is hereby granted the express right to construct, erect, repair, replace and maintain on the subject property such structures, improvements and facilities as it deems necessary or desirable to carry out its recreational purposes.

ARTICLE TWO
USE OF PREMISES

The County agrees that in its use and occupancy of any and all property leased, it will at all times comply with all applicable sanity and safety laws, rules, and regulations, and that it will commit no nuisance and shall use the property for recreational purposes only. The County further agrees that during the term of this agreement, it will keep the property and the facilities thereon and appurtenances thereunto belonging in good repair, at its own cost. Specifically, Lessee shall be responsible for maintaining and operating the fields, fences, scoreboards, dugouts, storage buildings, bleachers, pavilions, playground equipment, benches, and any other items located within or upon the property, as well as any improvements and/or supplies needed for same. Lessee agrees to pay all utilities for all locations during said lease term. All proposed improvements to facilities located within Schedules "A" and "B" shall be presented to the City in writing for consideration.

ARTICLE THREE
INSURANCE

- A. Upon the date of this agreement, and thereafter throughout the respective terms of this agreement, Lessee agrees to keep, or cause to be kept, any buildings, gymnasiums, restroom facilities, refreshment stands, storage buildings, playground equipment, pavilions, benches, and any other facilities and improvements on the leased property insured against loss or damage by fire with the Uniform Standard Extended Coverage Endorsement or other contracts of insurance covering perils of windstorm, hail, explosion, riots and other civil commotion, aircraft, vehicles, and smoke (except as limited in the present Uniform Standard Extended Coverage Endorsement) and such other casualties and events as may be provided for under the Uniform Standard Coverage. For all existing structures and improvements in which the City has an equity interest, the County shall maintain fire and extended coverage insurance in an amount not less than the current market value or the current replacement value, whichever is greater, and to pay the premiums thereon. During the term of this agreement, and any applicable limitation period thereafter during which a suit or claim can be brought in a court of competent jurisdiction, the County agrees to indemnify and hold the City harmless from any and all liability arising from the use of the subject property under the terms and conditions of this lease agreement, to the extent allowed by law. All such insurance policies shall be with companies licensed to transact business in the State of Georgia or an Interlocal Risk Management agency of which the County may be a participant, full comprehensive liability coverage, naming the City as an additional insured, in such amounts as may be reasonably available. Each policy shall be written or endorsed as to make losses, if any, payable to the County and the City, as their interests may appear. The County shall furnish to the City a certificate or duplicate copy of each policy of insurance.
- B. In the event the County neglects to insure or maintain insurance on the improvements, buildings, or structures as herein provided, or shall neglect to procure or pay for any policies of insurance or renewals thereof, the City shall have the right to procure such insurance and require repayment by the County. The County shall not also be obligated to

procure or renew such insurance purchased and obtained by the City; however, the amount paid by the City shall be reimbursed by the County to the City.

- C. Neither the City nor the County shall authorize or agree to the compromise or settlement of any insurance claims without the written consent of the other party.

ARTICLE FOUR
DAMAGE OR DESTRUCTION OF LEASED PREMISES

- A. If the leased premises or any portion thereof is damaged or destroyed, either partially or totally, by fire, flood, windstorm, or other casualty at any time during the term of this agreement, the total amount collected under all policies of insurance covering such casualty shall be received and held by the County in a special fund. The City shall, at its option, request and direct the County to use such special fund to pay the cost of repairing or restoring the leased premises to the condition existing immediately prior to such damage or destruction or to such other condition as may be agreed upon by the Parties.
- B. If the City exercises its right under subsection "A" of this Article, all payments shall be made only for the repairs or reconstruction of the buildings or improvements. The City may, as its election and at the County's expense, require a certification by an architect or engineer to certify that the reconstruction or repairs have resulted in the restoration of the premises to the condition existing immediately prior to the damage or destruction or to a condition acceptable to the City.

ARTICLE FIVE
INDEMNIFICATION OF CITY

- A. To the extent allowed by law the County covenants that at all times it will protect and hold the City harmless against claims for losses, damages, or injury, including death or injury to the person or persons or damage to the property of others resulting from a wrongful or negligent act or default of the County, its officers, agents, commissioners, employees, invitees, or licensees, in, on, or about the leased premises, including the driveways, parking areas, sidewalks, and roadways thereof, or for any violation by the County of the terms of this agreement. It is expressly understood by the Parties that the County does not waive any or all its rights to governmental immunity from direct or indirect claims arising out of this agreement, or its interest in the leased premises created by this instrument, or in any of the activities in connection
- B. The parties covenant and agree that the liability of the City, its officers, agents, Commissioners, employees, invitees, or licensees is absolutely *limited* to the City's interest in the real property described herein, not including any enhancements made thereon, such as playground equipment, fields, bleachers, pavilions, skate parks, and the like, and is limited to the City's rights under this lease.

- C. In the event of a suit or claim brought against the County and/or City arising out of use and occupancy of the subject property, in addition to any governmental immunities assertable, the County agrees to assert and defend based upon the statutory immunity afforded by the Georgia Recreational Properties Act.

ARTICLE SIX
ASSIGNMENTS

The County agrees that they shall not assign this lease, or any portion thereof, or sublease any one or more of the tracts of land or portions thereof related to this lease.

ARTICLE SEVEN
NOTICES

- A. All notices, demands, consents, approvals, and requests required to be given by either party to the other shall be in writing and shall be deemed to have been properly given when mailed, postage prepaid, by registered or certified mail, and by depositing of the same in the U.S. mail addressed as follows:

For the County:
Spalding County Board of Commissioners
Spalding County Courthouse Annex
P.O. Box 1087
119 east Solomon Street
Griffin, GA 30224

For the City:
City of Griffin Board of Commissioners
P.O. Box T
One Griffin Center, 100 South Hill Street
Griffin, GA 30224

- B. Either party may change its address to which subsequent notices are to be sent, but any notice of such change, as sent by mail, shall not be effective until the fifth day after it is mailed to the other party.

ARTICLE EIGHT
RECORDING

This Agreement, or a short form acceptable to both parties, and every assignment or modification may be recorded in the Office of the Clerk of the Superior Court of Spalding County, Georgia, or in such other office as may at the time be provided by law as the proper place for recordation of a deed conveying real property.

ARTICLE NINE
CONSTRUCTION OF AGREEMENT

- A. This Agreement, and the rights and obligations of the parties hereto, shall be governed construed, and interpreted by the laws of the State of Georgia.
- B. This Agreement is a lease for ten years beginning November 1, 2022 and ending October 31, 2032.
- C. In the event any provision of this Agreement shall be held invalid or unenforceable by any Court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision.
- D. The City and the County enter into this Agreement with full knowledge or the statutory powers, rights, duties, and responsibilities (and limitations) of each party and it is not the intent of either party to covenant and agree as to any matters, or to any degree, which exceeds the lawful rights, powers, and responsibilities of the respective parties.
- E. The provisions of this Agreement shall be binding upon and to inure to the benefit of the parties, their successors and assigns.
- F. Where the content requires, the agreement of the parties shall continue and be enforceable following the expiration or termination of this lease for any purposes.
- G. The captions or headings in this Agreement are for convenience of reference only and in no way define, limit, expand, or describe the scope or intent of any provisions of this Agreement.

This Agreement imposes obligations upon the parties, but it is not intended to impose obligations upon any other party of any nature whatsoever. Further, all obligations imposed herein create no rights in any other party than the parties to this Agreement, and the Agreement is to be strictly construed as establishing obligations only between the City and County which create no rights or interest in any other party.

IN WITNESS WHEREOF, the City and the County each being authorized by valid and subsisting resolutions duly adopted, have caused this Agreement to be executed and delivered as of the day and year first above written.

CITY OF GRIFFIN:

SPALDING COUNTY:



Douglas S. Hollberg, Mayor
Rodney C. McCora, Mayor Pro Temp



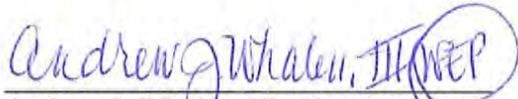
Clay Davis, Chairperson

ATTEST:



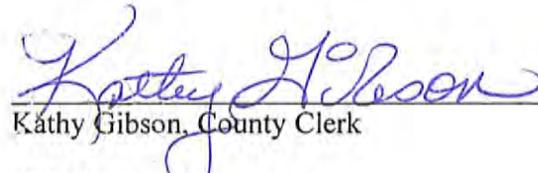
Jessica W. O'Connor, Secretary
(SEAL)

Approved as to form:



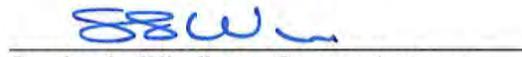
Andrew J. Whalen, III, City Attorney

ATTEST:



Kathy Gibson, County Clerk
(SEAL)

Approved as to form:



Stephanie Windham, County Attorney

SCHEDULE A
VOLUNTEER PARK

All that tract of land lying and being in Land Lot 112 of the 2nd Land District, originally Monroe County, now City of Griffin, Spalding County, Georgia, containing 13,182 acres, as the same is shown on a certain April 20, 1979 plat of survey prepared for the Board of Regents of the University System of Georgia by Kenneth Edward Presley, Georgia Registered Land Surveyor No. 1327, a copy of which is on file at the Special Services Division of the Secretary of State's Office, Atlanta, Georgia, and incorporated herein, and by this reference made a part hereof, and being more particularly described from said plat as follows:

BEGINNING at a round concrete monument located at the point formed by the intersection of the northern right-of-way line of Flynt Street (said Flynt Street having a 50 feet wide right-of-way) and the eastern right-of-way line of Spalding Street (said Spalding Street having a 50 feet wide right-of-way); thence running in a northerly direction along the eastern right-of-way line of Spalding Street north 0 degrees 28 minutes 28 seconds east a distance of 894.97 feet to a concrete monument; thence running in a northeasterly direction north 51 degrees 55 minutes east a distance of 38.95 feet to a concrete monument; thence running in an easterly direction along the southern right-of-way line of "Water Works Street" (said "Water Works Street" having a 50 feet wide right-of-way) north 90 degrees 00 minutes 00 seconds east a distance of 534.4 feet to a concrete monument; thence running in a southerly direction south 07 degrees 21 minutes 29 seconds east a distance of 919.22 feet to a concrete monument; thence running in a westerly direction along the northern right-of-way line of Flynt Street south 89 degrees 23 minutes 34 seconds west a distance of 690.23 feet to a found concrete monument and marking the POINT OF BEGINNING.

The foregoing Schedule "A" is attached to, and hereby made a part of, the foregoing Lease Agreement by and between the City of Griffin, Lessor, and Spalding County, Lessee.

SCHEDULE B
CITY PARK

To include the following parcels:

047 01027 located in the 142nd Land lot of District 02 of Spalding County, Georgia

LESS AND EXCEPT any buildings and/or land currently used for the Griffin Municipal Golf Course.

ALSO LESS AND EXCEPT the pool and any buildings and/or land currently used or delineated as City Pool.

STATE OF GEORGIA,
COUNTY OF SPALDING.

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
COUNTY OF SPALDING, GEORGIA
AND
CITY OF GRIFFIN, GEORGIA**

THIS AGREEMENT, made and entered this 1st day of November, 2022, by and between the COUNTY OF SPALDING, a political subdivision of the State of Georgia (hereafter the "County") and the CITY OF GRIFFIN, a Georgia municipal corporation situated within Spalding County, Georgia (hereafter the "City"), provides as follows:

1.

This writing (hereafter referred to as "the Agreement" or "IGA") shall constitute a binding, legal contract by and between the parties hereto, in accordance with the authority granted by Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia. The obligations of the parties hereunder shall constitute general obligations to which the full faith and credit of each governmental entity is hereby pledged, including, if necessary, the levy of ad valorem taxes. Each of the parties herein covenants that it has the requisite legal authority to provide the services, perform the functions, construct and operate the facilities and equipment, and otherwise do all things necessary, convenient, and expedient to carry out the obligations and responsibilities herein set forth, either expressly or by reasonable implication. Said parties further covenant that all conditions or acts required by law to authorize said agreement have been met or performed. This agreement shall constitute a valid, binding and enforceable obligation of each party and all assertable immunities and defenses, if any, are hereby waived as to the opposing party. The parties further covenant that they will uphold and defend the validity and enforceability of this agreement in any proceeding in which it may be challenged.

2.

The City and the County are joint owners as tenants in common of real property described in that deed from the Griffin-Spalding County School System to the City of Griffin and County of Spalding, dated

April 23, 1965 and recorded in Deed Book 243, page 14, Spalding County, Georgia records. Said property is known as "Fairmont Park." The City and the County are authorized to exercise certain governmental powers to provide organized recreational services to their citizens and agree that recreational services can best be delivered through a community-wide program and through past experience have found the County to be uniquely qualified to provide such services for all citizens of Spalding County. The parties agree that it is in the best interest of all citizens not to duplicate recreation programs, especially when funded through ad valorem taxation.

3.

As good and valuable consideration for this agreement, the County has paid to the City the sum of \$10.00 Dollars, the receipt and sufficiency of which is hereby acknowledged. Annually, on or before July 1 of each calendar year for each calendar year of the contract term, the County shall pay to the City the sum of \$10.00 as rent for the subject property and shall perform fully and without separate demand all terms and obligations set forth in this agreement.

4.

The term of this agreement shall commence on November 1, 2022 and continue through and to include October 31, 2047, unless terminated sooner as set forth below. The County accepts the grant herein made for recreational purposes only and shall not use or allow the use of the subject property for any other purpose, public or private, without first obtaining the express written consent of the City. For purposes of this agreement, "recreational purposes" shall mean parks, playgrounds, ballfields, recreation centers and other facilities for the provision of programs, services and activities generally sponsored or provided through a system of supervised recreation. It is the intent of the parties that the County will operate the subject property throughout the term herein described for recreational programs and activities for the benefit of all residents of the City

and County. The County affirmatively covenants that the property and its programs, services and activities conducted thereon shall be open to entry and use by all persons regardless of race, color, national origin, religion, age, sex, disability, or other recognized basis of discrimination, subject to reasonable security measures. Fees charged to residents of the City and County shall be equal without regard to residence; provided, however, fees charged to non-residents of Spalding County may exceed those charged to County residents so long as the actual fees and charges are comparable for similar State or local public facilities. Reservation or permit requirements shall be equal for all users regardless of residency.

5.

To the extent allowed by law, during the term of this agreement and any applicable limitation period thereafter during which a suit or claim can be brought in a court of competent jurisdiction, the County agrees to indemnify and hold the City harmless from any and all liability arising from the use of the subject property under the terms and conditions of this lease agreement. In addition thereto, the County shall maintain in full force and effect, with an insurance company licensed to transact business in the State of Georgia or an interlocal risk management agency of which the County may be a participant, full comprehensive liability coverage, naming the City as an additional insured, in such amounts as may be reasonably available. In the event of a suit or claim brought against the County and/or City arising out of use and occupancy of the subject property, in addition to any governmental immunities assertable, the County agrees to assert and defend based upon the statutory immunity afforded by the Georgia Recreational Properties Act.

6.

The County is hereby granted the express right to construct, erect, repair, replace and maintain on the subject property such structures, improvements and facilities as it deems necessary

or desirable to carry out its recreational purposes.

7.

NOTICES: Whenever written notice is required to be given by this Agreement, notice shall be effective, as of the date of delivery, if personally served, or statutory overnight delivery as follows:

COUNTY OF SPALDING, GEORGIA
c/o County Manager
Spalding County Annex
119 East Solomon Street
Griffin, GA 30223

With copy to: County Attorney

CITY OF GRIFFIN, GEORGIA
c/o City Manager One Griffin Center
100 S. Hill Street, Third Floor Griffin, GA 30223

With copy to: City Attorney

7.

This writing represents the full agreement of the parties hereto as to the subject matter treated and supersedes all prior negotiations or discussions not expressly set forth herein. This Agreement may only be altered, modified, or amended in a writing signed by all parties and dated subsequent to the initial date of execution. This Agreement shall be interpreted and enforced in accordance with the law of the State of Georgia.

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

(Signatures on following page)

CITY OF GRIFFIN, GEORGIA

By: _____

Mayor, City of Griffin

Pro Temp

Attest: _____

Secretary, Board of Commissioners

Approved as to form:

Andrew G. Whalen, III (NEP)

City Attorney

COUNTY OF SPALDING

By: _____

Chairman, Board of Commissioners

Attest: _____

Clerk

Approved as to form:

SSW

County Attorney

PUBLIC WORKS



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: SPALDING COUNTY

Service: *Collection Centers*

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

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

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

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

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

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

Local Government or Authority	Funding Method
Spalding 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:

Agreement Name	Contracting Parties	Effective and Ending Dates
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?

Solid Waste Services are provided in accordance with Spalding County Code.

7. Person completing form: **Steve Ledbetter, PhD, County Manager**
 Phone number: **770-467-4224** Date completed: October 27, 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:

**ADDENDUM TO SUMMARY OF SERVICE DELIVERY
ARRANGEMENTS – COLLECTION CENTER**

**Part 2. – Reason for Continuation of Arrangement Despite Overlapping
Service Areas and Duplicate Services**

Under the current service agreements, all residents of Spalding County, including residents of the City of Griffin, can use county-operated collection centers. The City of Griffin concurrently operates a curbside collection service for citizens living inside the city limits. This curbside service is a higher level of service compared to the base service provided county-wide and is justification for the continuance of the current service arrangement. See O.C.G.A. § 36-70-24(1).



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: SPALDING COUNTY

Service: Curbside Solid Waste Collection

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

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

- 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>
City of Griffin	User Fees

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

Previously Form 2 titled Solid Waste

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>
Curbside Solid Waste Disposal IGA	Spalding County and City of Griffin	11/20/2006-11/2056

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

The County and the City of Griffin have agreed to provide Curbside collection service in unincorporated Spalding County. Their written agreement is 11/20/2006 for 50 years.

7. Person completing form: **Steve Ledbetter, PhD, County Manager**
 Phone number: **770-467-4224** Date completed: October 27, 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,
SPALDING COUNTY:

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF GRIFFIN, GEORGIA,
AND
THE COUNTY OF SPALDING, GEORGIA

THIS AGREEMENT, made and entered this 20th day of November, 2006 by and between the CITY OF GRIFFIN, GEORGIA, a municipal corporation (hereafter referred to as "Griffin"), and the COUNTY OF SPALDING, a political subdivision of the State of Georgia (hereafter referred to as "Spalding"), provides as follows:

WHEREAS, Griffin, pursuant to its Charter, the Constitution and general laws of Georgia is empowered to provide garbage and solid waste collection and disposal services; provided, however, unless otherwise authorized by law, such services shall not be provided outside the City's boundaries except by contract with the county or municipality affected; and

WHEREAS, the Spalding County Service Delivery Strategy, entered between the parties and other municipalities within Spalding County in 1999, recognizes and permits the City to provide curbside garbage collection services in unincorporated Spalding County, pursuant to intergovernmental agreement; and

WHEREAS, Griffin and Spalding, through their respective governing authorities, agree that it is in the best interest of each party to execute an Agreement whereby the City may provide curbside garbage collection and disposal services to customers residing in unincorporated Spalding;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES HEREIN MADE, THE RECEIPT, ADEQUACY AND SUFFICIENCY OF WHICH ARE MUTUALLY ACKNOWLEDGED, THE PARTIES AGREE TO BE BOUND, EACH UNTO THE OTHER, AS FOLLOWS:

ARTICLE I

LEGAL AUTHORITY AND DEFINITIONS

1.1 This instrument shall constitute a binding, legal contract by and between the parties hereto, in accordance with the authority granted by Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia, for the provision of services, i.e. garbage and solid waste collection and disposal, which either government is authorized to provide. Each of the parties herein covenants that it has the requisite legal authority to provide the services, perform the functions, and otherwise do all things necessary, convenient, and expedient to carry out the obligations and responsibilities herein set forth, either expressly or by reasonable implication.

1.2 For the term of this agreement, the City agrees to exercise good faith and best efforts to adequately and properly fund such undertaking, including the exercise of power to establish, levy and enforce reasonable rates, fees and charges for services provided. The parties further covenant and agree to cooperate fully with one another in the joint undertakings required to further the spirit and intent of the contract hereby made including defending the validity and enforceability of this contract in any proceeding, including future revenue bond validations, in which it may be brought into issue.

1.3 For purposes of interpretation, all terms used in this contract shall have their common and usual meaning or significance, unless such term is specifically defined

herein or is a term of art within the field of professional engineering, in which event it shall have such technical meaning as may be assigned thereto.

ARTICLE 2

TERM OF AGREEMENT

The term of this agreement shall be fifty (50) years from its date of execution by the last party to sign. It is the intent of the parties that the services to be provided by the City to solid waste customers located within the unincorporated areas of the County shall be for as long a duration as the Constitution and law allows.

ARTICLE 3

AUTHORITY GRANTED

3.1 The City is granted the non-exclusive right to provide curbside solid waste collection and disposal services to customers situated in unincorporated Spalding County on a contractual basis. The rates, fees and charges to be imposed by the City for its services may equal, but shall not exceed the rates, fees and charges imposed on customers within the City's municipal limits, as from time to time adjusted. The City shall be under no obligation to provide service to any customer and may deny request(s) for service to potential customers whenever it deems its ability to serve such customer(s) not to be feasible. All service delivery, customer service and billing practices shall be uniform to those policies and practices in force for customers of the City.

3.2 Nothing herein shall be construed to require any resident of unincorporated Spalding County to contract with the City of Griffin for curbside garbage collection services. Whether or not a resident of the unincorporated area desires to contract with the City of Griffin shall be voluntary. In the event an unincorporated area resident should

contract with the City for curbside collection services, the resident shall have the right to terminate such contract upon giving not less than thirty (30) days written notice to the City.

ARTICLE 4

INDEMNITY AND HOLD HARMLESS

By granting authority to the City to provide solid waste collection and disposal services in the unincorporated area of the County, the County assumes no responsibility for the services provided. The City agrees to hold the County harmless from any claim, suit, demand, or judgment imposed upon the County arising out of the provision of services pursuant to this Agreement.

ARTICLE 5

GOVERNING LAW: MODIFICATIONS: OTHER PROVISIONS

5.1 This Agreement shall be governed by the laws of Georgia.

5.2 Upon execution of this contract by both parties, in duplicate, a fully-executed original shall be spread upon the minutes of the governing bodies of each party as evidence of its existence. A certified copy by the designated officer of either party shall be fully admissible in lieu of an original in any legal proceeding at which the existence and enforceability of said contract is in issue.

5.3 No modification or amendment of this contract shall be effective unless issued in writing, approved by all parties, executed by their duly-authorized officers, and spread upon the minutes of the respective governing bodies.

5.4 When statutes or regulations require specific acts to be performed, or dictate the manner of performance, such specifications shall be deemed the minimum standard governing such performance.

5.5 This writing supersedes any prior negotiations between the parties concerning the subject matter, and upon its formal execution, this shall be the sole and controlling agreement defining said relationship.

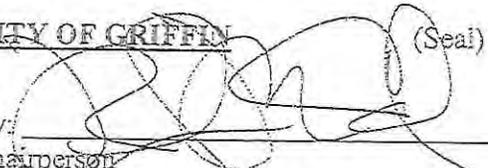
5.6 Time is of the essence for this contract.

5.7 The provisions of this contract are hereby deemed and declared to be severable. If any provisions of this contract, or the application of any provisions to any circumstances is held to be unconstitutional, unenforceable or invalid for any reason, the remaining terms, conditions and obligations contained herein shall not be affected thereby and this contract shall otherwise remain in full force and effect.

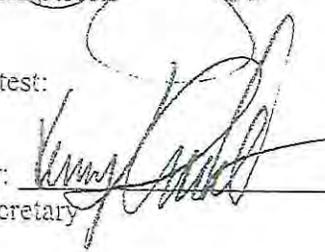
IN WITNESS WHEREOF, the parties hereto, acting through the duly authorized and empowered Chairman or Chairperson of the respective governing body, as attested to by its respective Clerk or Secretary, have executed this Agreement, in duplicate originals, under their respective seals, the day and year first above written.

CITY OF GRIFFIN

(Seal)

By: 
Chairperson

Attest:

By: 
Secretary

COUNTY OF SPALDING

(Seal)

By: 
Chairman, Eddie Freeman

Attest:

By: 
Clerk, Ex-Officio, Teresa A. Watson



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: SPALDING COUNTY

Service: Public Works

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

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

- b.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

- c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

- 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.): **Spalding County; City of Griffin**

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.).

Local Government or Authority	Funding Method
Spalding County	General Funds, Grants, SPLOST
City of Griffin	General Funds, SPLOST, Grants

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:

Agreement Name	Contracting Parties	Effective and Ending Dates
IGA - TSPLOST	Spalding County, Gity of Griffin	06/08/2021 - 06/08/2071
IGA-Inmate Work Detail	Spalding County, Orchard Hill	DRAFT
IGA	Spalding County, Orchard Hill	03/01/2011 with AR

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: **Steve Ledbetter, PhD, County Manager**
 Phone number: **770-467-4224** Date completed: October 27, 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

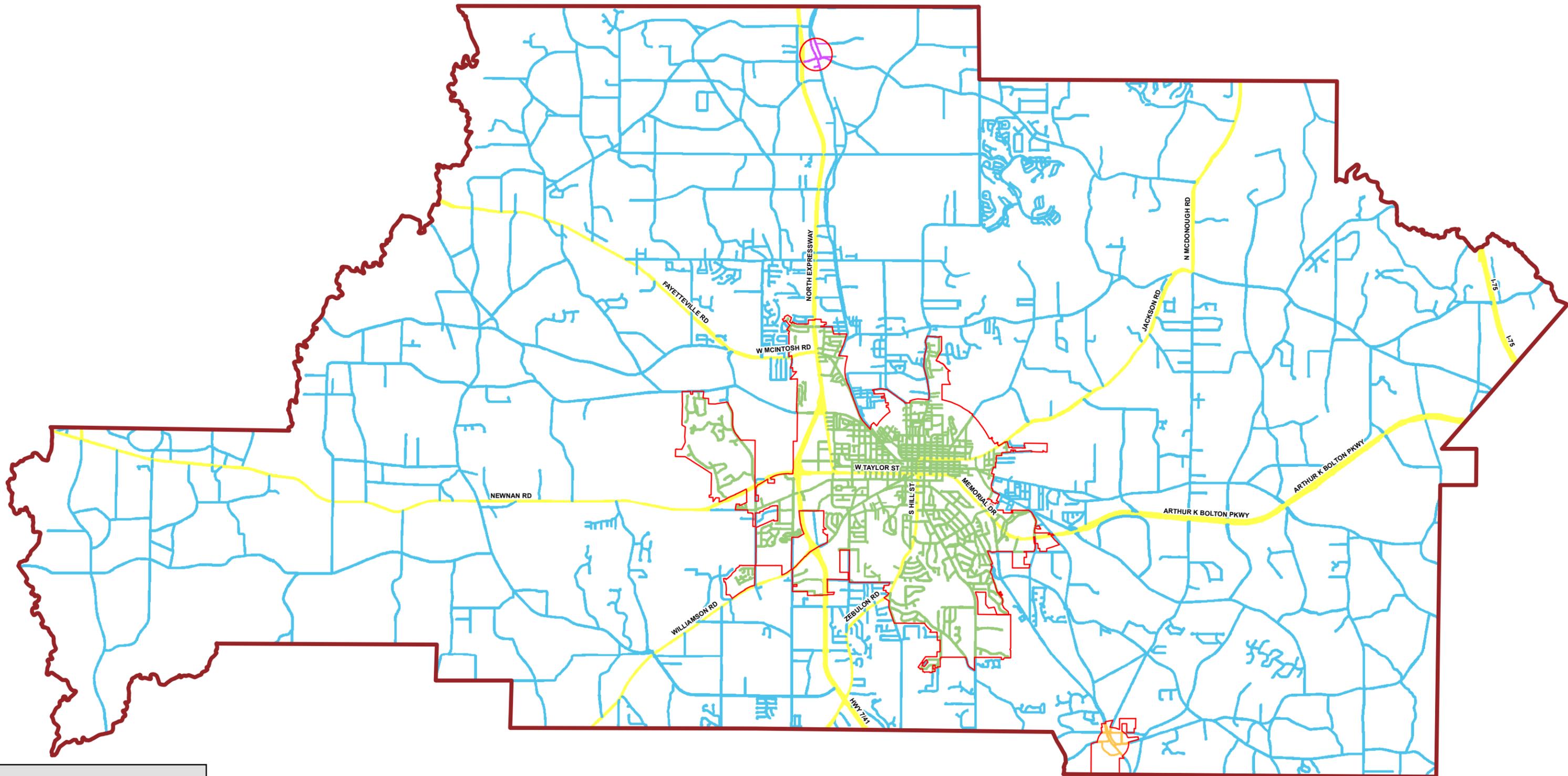
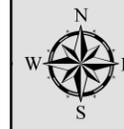
If not, provide designated contact person(s) and phone number(s) below:

**ADDENDUM TO SUMMARY OF SERVICE DELIVERY
ARRANGEMENTS – PUBLIC WORKS**

**Part 2. – Reason for Continuation of Arrangement Despite Overlapping
Service Areas and Duplicate Services**

Under the current service agreements, the duplication of the public works service cannot be eliminated because the City and County's public works departments provide services for facilities and infrastructure within their respective service areas for which that entity is solely responsible for maintaining and for which there is no IGA for the provision of Public Works services by the other entity. Moreover, the services provided by the respective Public Works Departments is specialized to the needs of each local government. See O.C.G.A. § 36-70-24(1).

Spalding County Public Works



Legend

- City of Griffin
- DOT
- Orchard Hill - Maintained By SC
- Spalding County
- Sunny Side - Maintained By SC

**TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES TAX
INTERGOVERNMENTAL CONTRACT**

This Intergovernmental Contract (this “*Contract*”) is by and between Spalding County, Georgia (the “*County*”) and the City of Griffin, Georgia (“*Griffin*”).

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 Griffin 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 Griffin and the County, and providing for the issuance by the County of the Bonds referred to herein.

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

Section 1. Representations of Griffin. Griffin 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 Griffin, 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 Griffin, 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 Griffin or by which Griffin is bound.
- (c) To the knowledge of Griffin, there is no litigation pending or threatened challenging the existence or powers of Griffin or the ability of Griffin to enter into this Contract, or seeking to restrain or enjoin Griffin 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 and the Issuance by the County of Certain Bonds.

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 2nd day of November, 2021, or on such other date as the County and Griffin 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 Spalding County, as authorized by the Act, for a period of 20 calendar quarters (five years) commencing on April 1, 2022 for the purpose of funding the Tier #1 and Tier #2 projects listed on **Exhibit A** to this Contract (collectively, the “**Projects**” or, as to Griffin or the County, the “**Projects**” of Griffin or the County). The amount of money to be raised by the Transportation Sales and Use Tax is estimated to be approximately \$58,000,000. 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 Resolution calling the referendum will also provide that if the Transportation Sales and Use Tax is imposed by affirmative vote of the qualified voters of the County as provided in the Act, such vote will also authorize general obligation debt (the “**County Bonds**”) of the County in connection therewith in a principal amount of not to exceed \$10,000,000 to finance a portion of the County Projects, all as listed on **Exhibit A** hereto. 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. The priority and order in which the Transportation Sales and Use Tax proceeds will be fully or partially funded is shown on **Exhibit A**.

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 Spalding 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. Creation of Funds.

The County agrees to establish with a custodian selected by the County prior to the imposition of the Transportation Sales and Use Tax (the "*Custodian*") a trust account which shall be known as the "*Spalding Project Fund*." The County also agrees to establish within the Spalding Project Fund—a separate sub-account which shall be known as the "*Spalding County Bond Proceeds Sub-Account*." Griffin agrees to establish with a custodian selected by Griffin (the "*Griffin Custodian*") a trust account which shall be known as the "*Griffin Project Fund*." The parties hereto agree that all proceeds in either the Spalding Project Fund or the Griffin Project Fund shall be used solely for the purposes approved by the voters in the referendum described above.

The proceeds received by the County from the sale of the County Bonds (which shall be net of all costs of issuing and underwriting the County Bonds) shall be deposited into the Spalding County Bond Proceeds Sub-Account of the Spalding Project Fund.

The County shall be responsible for directing the investment of all moneys in the Spalding Project Fund from time to time in accordance with the laws of the State of Georgia. Any investment proceeds received from such investment shall be allocated to the Spalding Project Fund account to which such investment relates. Griffin shall be responsible for directing the investment of all moneys in the Griffin Project Fund.

The County agrees to establish with a custodian selected by the County prior to the issuance of the County Bonds a trust account which shall be known as the "*County Sinking Fund*." Moneys in the County Sinking Fund shall be held for and applied to the payment of principal and interest on the County Bonds except as otherwise provided in this Contract. The County shall be responsible for directing the investment of all moneys in the County Sinking Fund from time to time in accordance with the laws of the State of Georgia. To the extent any moneys remain in the County Sinking Fund upon the payment in full of the County Bonds, whether from the investment of moneys in the County Sinking Fund or otherwise, such moneys shall be paid to the County and applied by the County for any lawful purpose.

Section 6. Apportionment of Transportation Sales and Use Tax Proceeds. The parties hereto agree that the proceeds of the Transportation Sales and Use Tax received each month will be applied as follows (and in the order indicated below):

- a) The Transportation Sales and Use Tax receipts shall be split 65.00% to the County, and the remainder to Griffin. The County portion shall be deposited into the County Sinking Fund in each Sinking Fund Year (September 2 of such year to and including September 1 of the following year) until the balance held in the County Sinking Fund is not less than the principal and interest due on the County Bonds in such Sinking Fund Year. Any amounts remaining from the County portion after the deposits in the County Sinking Fund described in the prior sentence in each Sinking Fund Year shall be deposited into the Spalding County Project Fund. The Griffin portion shall be deposited into the Griffin Project Fund.
- b) The Transportation Sales and Use Tax receipts up to and including \$48,000,000 shall be used by the County and Griffin to fund its Tier #1 Projects as shown on **Exhibit A**. Any additional Transportation Sales and Use Tax collected above \$48,000,000 shall be used by the County and Griffin to fund its Tier #2 Projects as shown on **Exhibit A**.

Section 7. Obligation of County and Griffin to Resurface Certain Roads for Orchard Hill.

In the event that the conditions precedent are satisfied as further described in Section 4 hereto, the County and Griffin hereby agree to pay for resurfacing of an approximately three mile roadway for Orchard Hill. The County and Griffin hereby agree to pay an equal share of the costs of such resurfacing which such costs are currently estimated to be approximately \$600,000.

Section 8. Record Keeping; Publication of Reports.

- (a) Griffin and the County, having received proceeds from the Transportation Sales and Use Tax, shall include in its annual audit the schedule required by Section 48-8-121269.5 of the Act relating to each Project approved for such City or the County in the referendum. Griffin and the County shall publish the report relating to the Projects of Griffin and County as required by Section 48-8-69.6 of the Act. Griffin and the County agree that the proceeds received from the Transportation Sales and Use Tax or from the County Bonds, as applicable, shall be used by Griffin or the County, as the case may be, exclusively for the purpose or purposes specified in the resolution calling for the referendum except as may otherwise be permitted under the Act. Each of Griffin and the County shall be responsible for their own expenses incurred in maintaining such records and making any such reports.
- (b) The County and Griffin shall have no liability to each other for the failure by Griffin or the County to spend the proceeds received from the Transportation Sales and Use Tax or from the County Bonds for the purposes authorized in the referendum, although each party hereto shall have right, but not the duty, to seek to enforce the obligation of each of the other parties hereto to apply the proceeds received from the Transportation Sales and Use Tax in accordance with the Act and the referendum. The County and Griffin agree that the County shall have no liability if the aggregate amount of the Transportation Sales and Use Tax collected is less than anticipated.

Section 9. Project Completion and Termination.

Within 30 days after the acquisition, construction and installation of all of the Projects of any City receiving proceeds of the Transportation Sales and Use Tax have been completed, such City shall file with the County a Certificate of Completion signed by the Mayor, City Manager or other authorized signatory, setting forth the date on which the final Project or Projects were completed and stating that all Transportation Sales and Use Tax proceeds received by such City have been applied to the Project or Projects or otherwise applied in accordance with the Act. All Projects included in this Contract shall be funded in whole or in part from net proceeds of the Transportation Sales and Use Tax except as otherwise agreed in writing by the parties.

Section 10. Other Expenses; Reimbursement.

The parties to this Contract acknowledge that the fees and expenses relating to, or incurred incident to, calling the referendum for the imposition of the Transportation Sales and Use Tax and approval of the County Bonds, and for the issuance of the County Bonds, shall be paid from the proceeds of the County Bonds or from other funds of the County. In the event that following the passage of the referendum relating to the imposition of the Transportation Sales and Use Tax, any litigation or threatened litigation, audit or investigation relating to the imposition of the Transportation Sales and Use Tax or the use of the proceeds of the Transportation Sales and Use Tax or other similar matters relating thereto shall occur, the parties hereto agree that each party shall pay the percentage of the costs of such litigation or threatened litigation, audit or investigation, or for the cost of any judgment or settlement of such litigation or threatened litigation, audit or investigation, equal to their respective Allocated Percentage as shown on Exhibit A attached hereto. In the event Griffin appoints a separate Custodian to act as Custodian of the Griffin Project Fund Account, Griffin agrees that it shall be solely liable for the fees and expenses of such Griffin Custodian.

Griffin agree that any payment required to be made to the County under this Section shall be made promptly upon receipt by Griffin of a statement therefor from the County. Nothing in this Section shall preclude any City or the County (either individually or collectively) from seeking repayment from, or from instituting any action against, any other party to this Contract to the extent that any action or inaction on the part of any party or parties to this Contract results in liability to the County or Griffin whether directly or indirectly pursuant to this Section of this Contract, and the costs of any such action shall not be shared as provided in this Section but shall be costs of the parties instituting such action.

Section 11. Term of this Contract.

The term of this Contract (assuming the conditions precedent in Section 4 have been satisfied) shall expire at the later of (i) September 1st of the year following completion of the last Project funded from the net proceeds of the Transportation Sales and Use Tax, or (ii) the date on which all of the County Bonds have been paid and any moneys held in any accounts or sub-accounts established under this Contract are fully depleted, but in no event shall this Contract run for more than 50 years from the date hereof.

Section 12. Litigation.

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

Section 13. 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 14. 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 15. 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 16. Notices.

All notices, demands or requests required or permitted to be given pursuant to this Contract shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited or placed in the United States mail, postage prepaid and registered or certified with return receipt requested to the addresses appearing below, or when delivered by hand to the addresses indicated below:

- (a) As to Spalding County:
Spalding County
Attention: Chairman, Board of Commissioners
P.O. Box 1087
Griffin, GA 30224

- (b) As to Griffin:
City of Griffin
Attention: Mayor, Board of Commissioners
P.O. Box T
Griffin, GA 30224

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.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, all parties hereto have agreed as of this 8th day of June, 2021.

SPALDING COUNTY, GEORGIA



(SEAL)

Attest:

Kathy Gibson
Clerk

By: C. W. Davis
Chairman, Board of Commissioners

CITY OF GRIFFIN, GEORGIA

By: 
Mayor, Board of Commissioners

(SEAL)

Attest:


Jessica W. O'Connor, Secretary

Approved:

Andrew J. Whalen, III
Andrew J. Whalen, III, Esq.
Attorney for City of Griffin

EXHIBIT "A"

**SPALDING COUNTY
PROPOSED SALES TAX PROJECTS AND ALLOCATION**

TIER #1 PROJECTS				
<u>Project Beneficiary</u>	<u>Project Description</u>	<u>Amount of Sales Tax Allocated</u>	<u>Subtotal by Beneficiary</u>	<u>Allocated Percentage of Expected Sales Tax Collection</u>
Spalding County	Resurfacing of approximately 100 miles	\$22,500,000.00		
Spalding County	Local match for ARC/GDOT projects	\$3,000,000.00		
Spalding County	Replacement of Big Blue Bus	\$400,000.00		
Spalding County	Resurfacing of approximately 3 miles for Orchard Hill	\$300,000.00		
Spalding County	Reimbursement for project management costs; design and engineering costs; construction management costs; costs of issuance County Bonds; Contingency	\$3,000,000.00		
Spalding County	Sidewalk and pedestrian connectivity and continuity	\$2,000,000.00	\$31,200,000	65.00%
City of Griffin	Resurfacing of approximately 3 miles for Orchard Hill	\$300,000.00		
City of Griffin	Milling and resurfacing	\$11,000,000.00		
City of Griffin	Intersection improvement at College Street and Kincaid Avenue / Hamilton Drive	\$2,000,000.00		
City of Griffin	Sidewalk and pedestrian connectivity and continuity	\$1,000,000.00		
City of Griffin	Taylor Street (between 6th Street and 8th Street) streetscape	\$1,000,000.00		
City of Griffin	State Alley and Bank Street parking lot and alley redevelopment	\$1,500,000.00	16,800,000	35.00%
			\$48,000,000	100.00%
TIER #2 PROJECTS				
<u>Project Beneficiary</u>	<u>Project Description</u>	<u>Amount of Sales Tax Allocated</u>	<u>Subtotal by Beneficiary</u>	<u>Allocated Percentage of Expected Sales Tax Collection</u>
Spalding County	Equipment for Public Works	\$2,500,000.00		
Spalding County	Sidewalk and pedestrian connectivity and continuity	\$1,500,000.00		
Spalding County	Dirt Road Improvements	\$2,500,000.00	\$6,500,000	65.00%
City of Griffin	Bridges and/or culverts repairs and replacements	\$3,500,000.00	3,500,000	35.00%
			\$10,000,000	100.00%

**AGREEMENT BETWEEN SPALDING COUNTY, GEORGIA
AND THE CITY OF ORCHARD HILL, GEORGIA
FOR USE OF INMATE WORK DETAILS**

THIS AGREEMENT is entered into this ~~13th~~^{June} day of ~~May~~, 2022, by and between SPALDING COUNTY, a political subdivision of the State of Georgia, (hereinafter referred to as the "Spalding County"), and the CITY OF ORCHARD HILL, a department, agency or subdivision of the State of Georgia, (hereinafter referred to as the "Agency"),

WITNESSETH:

WHEREAS, the Agency wishes to utilize inmate work details ("Details") for services on public works projects and

WHEREAS, Spalding County is willing and able to provide the Details to the Agency, under the terms and conditions of this agreement.

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties agree as follows:

1. OBLIGATION OF SPALDING COUNTY

- a. During the term of this Agreement, Spalding County shall supply the Agency, subject to the availability of State Inmates, the number which Details and Correctional Officers as shown on Exhibit A and as agreed to from time to time between the parties hereto.
- b. In performing the work called for under this agreement:
 - The number one priority of the Correctional Officer assigned to an outside contract detail will be the security and safety of his or her assigned inmates and the welfare of the community.
 - The second priority shall be the timely completion of assigned work.
 - The Details shall work on specified weekdays only, for not more than an eight (8) hour day, this including transportation to and from the work site from Spalding County Correctional Institution, hereinafter referred to as "SCCI".
 - The Details may work outside of such hours due to inclement weather or other emergency conditions if the Agency requests and the Warden at SCCI agrees.
 - Spalding County shall be solely responsible for the custody, discipline and productivity of the Details, and for providing clothing and health care to the Details.
 - Spalding County Detail Officer shall be responsible for transporting the Details between SCCI and designated work sites.

Responsibility: Facility/Center staff shall use good judgment during inclement weather, to complete work assigned by contacting agencies in a timely manner.

- Inclement Weather: Every effort shall be made to run details when it is raining, if it appears rain is scattered, or rain will soon end. This will allow inmates to be near or at the assigned work site and go to work as weather conditions improve.
- Cold Weather: Every effort will be made to run details when the temperature is below twenty-eight (28) degrees Fahrenheit when it appears the temperature will quickly rise. Again, this will allow inmates to be near or at the assigned work site and go to work as weather conditions improve.
- Hot Weather: Work details will continue to run in conditions of extreme heat. However, precautions shall be taken to lessen the risks (i.e., extra breaks every hour).

It is the responsibility of a Detail Officer to maintain control of the inmates assigned under his/her supervision to ensure that proper security measures are maintained and that inmates work in an orderly manner.

2. RESPONSIBILITIES OF THE AGENCY

- The Agency will allow up to fifteen (15) days for vacation and Sick Leave per detail officer per year. The Agency will allow for mandatory training time for the officer(s) as required by County and State Regulations.
- The Agency shall furnish all equipment, tools, safety equipment, and transportation vehicles for the Details between SCCI and designated work sites. The Agency shall further provide for or perform maintenance on all said equipment, tools and vehicles, and shall be solely responsible for replacement or repair of same. The Agency shall provide, at its sole cost, automobile insurance for the transportation vehicles supplied to SCCI under this agreement. The vehicles shall be equipped with a mobile radio or cell phone for the exclusive use of the Correctional Officer, capable of communicating with law enforcement agencies and emergency medical personnel. It shall also be equipped with a first aid kit. The vehicle shall be marked "State Prisoners" on the front, side and rear of the vehicle, with the vehicle number being marked on the roof. A portable toilet shall also be provided for use by inmates assigned to the detail.
- Road Signs: The Agency shall furnish road signs (warning) to be placed in the front and rear of the detail if work is being done on a public road. The distance between the signs shall depend on the type of work being done. At all times signs should be placed to provide a warning to motorists. Safety of the detail and of drivers should be the guiding consideration to determine placement.
- Detail Identification Signs: In addition to necessary safety signs, each outside work detail from Spalding County Correctional Institution will have two signs identifying

the detail as a prison detail.

- The Agency shall furnish a strobe light which shall be mounted on top of the vehicle used to transport inmates assigned to contract details. The light shall be used on all occasions when the vehicle is parked on the side of a public road or when the vehicle is following the detail while the detail is proceeding along the highway.
- The Agency shall provide general direction and supervision of the work to be performed under this Agreement, but no official or employee of the Agency shall exercise any immediate control, direction or supervision over any inmate of the Detail(s). The sole responsibility for the directing, controlling, and supervising said Detail(s) shall be that of SCCI and its officials, Correctional Supervisors and employees. Directions as to work to be performed shall be communicated to the Correctional Officer for the Detail(s) in question, who shall then direct the work of the Detail(s) accordingly.

In consideration of the work to be performed by the Detail(s) under this Agreement, the Agency shall pay to Spalding County the following:

- An amount equal to the salary, including fringe benefits, of _____ (____) Correctional Officer(s). Spalding County will provide the Agency with a schedule of said salary and fringe benefits. Spalding County will provide the Agency with a quarterly invoice for this cost, which shall name the Correctional Officer(s) in question.
- The Agency shall pay an amount equal to _____% of the Correctional Officer's salary and benefits that would compensate for administrative duties involving safety and security compliance of the detail, classification review and assignments, staff management and oversight of detail operations. An agreed upon rate of per diem will be paid for every day the detail(s) do not report for work over fifteen (15) days.

Invoices shall be mailed to:

City of Orchard Hill
P.O. Box 448
Orchard Hill, Georgia 30266

- The Agency shall be solely responsible for, and shall hold harmless SCCI, Spalding County, its elected officials, officers, agents, employees and representatives from any and all damages or injuries caused to person or property and from suits, claims or damages of any nature whatsoever resulting from the execution of this contract, unless said suit or claim arises solely out of the negligence of Spalding County.

3. TERM. RENEWAL. TERMINATION.

- a. This Agreement shall be for a term beginning the _____ day of _____, 2022 and ending the _____ day of _____ 20____, unless earlier terminated in

accordance with Section 3.

- b. This Agreement shall automatically renew for additional terms of one (1) year unless one party notifies the other in writing (given pursuant to Section 4.a herein) of their intent to terminate the Agreement. Said notice must be provided no less than thirty (30) days prior to the scheduled termination of the Agreement.
- c. Either party may terminate this Agreement upon ten (10) days written notice (given pursuant to Section 4.a herein) for the default of the other party.
- d. Either party may terminate this Agreement without cause upon sixty days' written notice (given pursuant to Section 4.a herein) to the other party.

4. MISCELLANEOUS

- a. All notices, demands, and requests which may be or are required to be given hereunder shall be in writing and shall be deemed to have been properly given when sent postage pre-paid by registered or certified mail (with return receipt requested) address as follows:

If intended for Spalding County:

Spalding County Board of Commissioners
P.O. Box 1087
Griffin, Georgia 30224

If intended for SCCI:

Spalding County Correctional Institution Attention: Warden
295 Justice Boulevard
Griffin, Georgia 30224

If intended for the Agency:

City of Orchard Hill
P.O. Box 448
Orchard Hill, Georgia 30266

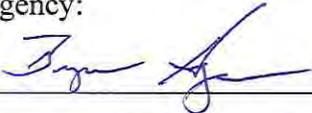
Either party may change the address and name of addressee to which subsequent notices are to be sent by notice to the other given as aforesaid.

- b. Governing Law. This Agreement shall be governed and interpreted by the laws of the State of Georgia.
- c. Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties, and no representations, inducements, promises or agreements, oral or

otherwise, between the parties not embodied herein shall be of any force or effect. No failure of either party to exercise any power given it hereunder, or to insist upon strict compliance by either party of any obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof this Agreement may not be amended except by a writing signed by both parties.

WHEREFORE, the parties have set their hands and seals as of the date first above written.

The Agency:

By: 

Typed Name: Bryan Hayes

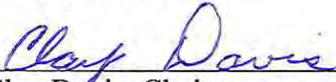
Title: MAYOR

Witness:

By: 

Typed Name: Harriette Dearing

Spalding County, Georgia

By: 
Clay Davis, Chairman
Spalding County Board of Commissioners

Attest: 
Kathy Gibson, County Clerk

Acknowledged and Agreed to:

By: _____
Carl Humphrey, Warden
Spalding County Correctional Institute

Approved as to form:

Stephanie W. Windham, Spalding County Attorney

INTENTIONALLY LEFT BLANK

STATE OF GEORGIA,
COUNTY OF SPALDING:

**INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF SERVICES FOR
REPAIR TO THE MUNICIPAL STREET SYSTEM OF THE
CITY OF ORCHARD HILL, GEORGIA**

THIS AGREEMENT, made and entered into this 7th day of February, 2011, by and between the CITY OF ORCHARD HILL, GEORGIA, a municipal corporation organized and existing under the laws of the State of Georgia ("Orchard Hill"), and SPALDING COUNTY, a political subdivision of the State of Georgia ("Spalding County"), provides as follows:

WHEREAS, Orchard Hill and Spalding County, through their respective governing authorities, find and declare it in the best interest of their residents to establish a relationship whereby Spalding County will provide Orchard Hill with services related to the repair to the municipal street system of the City of Orchard Hill, Georgia, as requested by the City;

NOW THEREFORE, in consideration of the mutual benefits flowing to the parties hereto, it is mutually agreed as follows:

ARTICLE 1

DEFINITIONS

Section 1.1 For purposes of this agreement, the following terms and phrases shall bear the following meanings:

a. "Municipal street system" shall bear the definition set forth in O.C.G.A. § 32-4-1(3).

b. "Request for emergency repair" shall mean an oral or written request by the Mayor of Orchard Hill, the Council of Orchard Hill, or the City Clerk of Orchard Hill, pursuant to the express direction of the Council or Mayor, for repair to the municipal street system where the need for the repair is deemed to be an emergency, as that term is commonly used and understood.

c. "Request for non-emergency repair" shall mean an oral or written request by the Mayor of Orchard Hill, the Council of Orchard Hill, or the City Clerk of Orchard Hill, pursuant to the express direction of the Council or Mayor for repair to the municipal street system where the need for the repair is not deemed to be an emergency, as that term is commonly used and understood.

ARTICLE 2

LEGAL AUTHORITY

Section 2.1 This instrument shall constitute a binding, legal contract by and between the parties hereto, in accordance with the authority granted by Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia, and shall

constitute a general obligation to which their full faith and credit is hereby pledged, including, if necessary, the levy of ad valorem taxes. Each of the parties herein covenants that it has the requisite legal authority to provide the services, perform the functions, and otherwise do all things necessary, convenient, and expedient to carry out the obligations and responsibilities herein set forth, either expressly or by reasonable implication.

Section 2.2 For the term of this agreement, all parties agree to exercise good faith and best efforts to adequately and properly fund such undertakings, including the exercise of power to establish, levy and enforce reasonable rates, fees and charges for the services contemplated to be provided.

Section 2.3 By entering into this agreement, the parties agree that Orchard Hill acquires no property rights or ownership in any assets or facilities of Spalding County, nor does Spalding County acquire any property rights or ownership in any assets or facilities of Orchard Hill.

ARTICLE 3

TERM OF AGREEMENT

Section 3.1 This agreement shall become effective at 12:01 A.M. on March 1, 2011 and shall terminate at midnight

on December 31, 2011. The term of this agreement shall automatically renew for successive one (1) year periods unless either party gives written notice of its intent not to renew the agreement at least 60 days prior to the termination date.

Section 3.2 This agreement may be terminated prior to the termination date set forth in Section 3.1 upon written notice by one party to the other party of the notifying party's intent to terminate the agreement.

ARTICLE 4

OBLIGATION OF SPALDING COUNTY TO PROVIDE SERVICES FOR REPAIR OF MUNICIPAL STREET SYSTEM

Section 4.1 Throughout the term of this agreement, it is agreed by the parties that, within five (5) business days following receipt by Spalding County, through its Director of Public Works or his designee, of a request for non-emergency street repair, the Director of Public Works, or his designee, shall meet with the Mayor of Orchard Hill, or his designee, at the site of the requested street repair to discuss the nature of the repair and the estimated cost thereof as calculated under this agreement. Within five (5) business days thereafter, Spalding County shall cause such personnel and equipment as it deems necessary to be dispatched to the site of the requested street repair for the purpose of repairing same.

Section 4.2 Throughout the term of this agreement, it is agreed by the parties that, as soon as practicable following receipt by Spalding County, through its Director of Public Works or his designee, of a request for emergency street repair, Spalding County shall cause such personnel and equipment as it deems necessary to be dispatched to the site of the requested street repair for the purpose of repairing same.

Section 4.3 Although the parties envision that the repair and maintenance work shall be done in a timely fashion upon the request of Orchard Hill, nothing herein shall be construed to require Spalding County to perform non-emergency repair and maintenance work during any specific time period. The parties agree that Spalding County shall schedule said repair and maintenance work as its manpower and equipment assets permit in its sole discretion.

Section 4.4 It is agreed and understood by the parties that Spalding County shall undertake no repair to the municipal street system of Orchard Hill unless it receives a request for repair from the Mayor, Council, or City Clerk of Orchard Hill, in accordance with Section 4.1 and 4.2, above.

ARTICLE 5

PAYMENT FOR SERVICES

Section 5.1 The parties agree that Orchard Hill shall pay to Spalding County the sum of One Hundred Six Dollars (\$106.00) per hour for "patching" work performed on the municipal street system of Orchard Hill. For the purposes of this agreement, the term "patching" shall mean repairs and maintenance which can be effected without digging up the original roadway. Time incurred in conjunction with the pre-repair meeting referenced in Section 4.1 shall not be chargeable to the City.

Section 5.2 The parties agree that Orchard Hill shall pay to Spalding County the sum of One Hundred Twenty Dollars (\$120.00) per hour for any repair work performed on the municipal street system of Orchard Hill which requires that the original road bed be dug up. Time incurred in conjunction with the pre-repair meeting referenced in Section 4.1 shall not be chargeable to the City.

Section 5.3 Spalding County shall present to Orchard Hill an invoice for services rendered within thirty (30) days following the completion of repair work. Such invoice shall detail the repair work performed, the location of the repair work performed, and the length of time involved to perform the

work. Orchard Hill agrees that it shall pay said invoice within thirty (30) days of receipt of same.

ARTICLE 6

INDEPENDENT CONTRACTOR RELATIONSHIP

Section 6.1

All repair and maintenance work shall be done under the direct supervision and control of Spalding County personnel and they shall have sole and complete control over the use of its manpower and equipment.

Section 6.2

This contract shall be deemed to create the relationship of independent contractor and not of agent and principal. No act or omission by any party to this contract shall be imputed to the other party to this contract.

ARTICLE 7

INSURANCE

Section 7.1 Each party covenants that at the time of execution of this agreement, each party has comprehensive liability insurance coverage (or its equivalent through either a program of self-insurance or by participation in an interlocal risk management agency) in an amount not less than \$1,000,000.00 per occurrence, which coverage and amount shall be maintained throughout the duration of this agreement, in as broad a form as

possible, providing the entity with a defense and payment of resulting judgments or settlements from claims reasonably anticipated or risks likely foreseeable to occur out of the duties and responsibilities herein taken.

ARTICLE 8

MODIFICATION, EXECUTION, TERMINATION OF PRIOR CONTRACTS

Section 8.1 Upon execution of this agreement by both parties, in duplicate, a fully-executed original shall be spread upon the minutes of the governing bodies of each party as evidence of its existence. A certified copy by the designated officer of either party shall be fully admissible in lieu of an original in any legal proceeding at which the existence and enforceability of said agreement is in issue.

Section 8.2 No modification or amendment of this agreement shall be effective unless in writing, approved by all parties, executed by their duly-authorized officers, and spread upon the minutes of the respective governing bodies.

Section 8.3 It is the intention of the parties that this writing represents the full and complete understanding and agreement of the parties to the various matters treated herein and no further negotiations, amendments or modifications are contemplated at time of execution hereof.

Section 8.4 This writing supersedes any prior negotiations between the parties concerning the provision by Spalding County to Orchard Hill of services for repair of the municipal street system of Orchard Hill and, upon its formal execution, shall be the sole and controlling agreement defining said relationship.

Section 8.5 Notices given pursuant to this agreement shall be effective if either personally served or sent by certified mail, return receipt requested, addressed as shown below, with adequate postage thereon:

To Spalding County: Chairman, Board of Commissioners
Post Office Box 1087
Griffin, Georgia 30224

To Orchard Hill: Mayor, City of Orchard Hill
Post Office Box 448
Orchard Hill, Georgia 30266

Section 8.6 Time is of the essence of this agreement.

Section 8.7 The provisions of this agreement are hereby deemed and declared to be severable. If any provision of this agreement, or the application of any provision to any

circumstances, is held to be unconstitutional, unenforceable or invalid, for any reason, the remaining terms, conditions and obligations contained herein shall not be affected thereby and this agreement shall otherwise remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, acting through the duly authorized and empowered Chairman or Mayor of the respective governing authority, as attested to by its respective Clerk or Secretary, have executed this agreement, in duplicate originals, the day and year first above written.

Orchard Hill First Reading: October 5, 2010

Orchard Hill Second Reading: November 2, 2010

SPALDING COUNTY

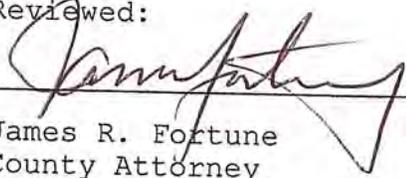
By: Eddie Freeman

CHAIRMAN, BOARD OF COMMISSIONERS

Attest:

By: Shirley Robertson

Reviewed:


James R. Fortune
County Attorney

ORCHARD HILL

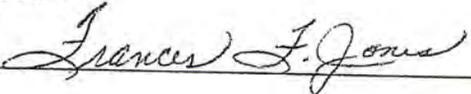
By:



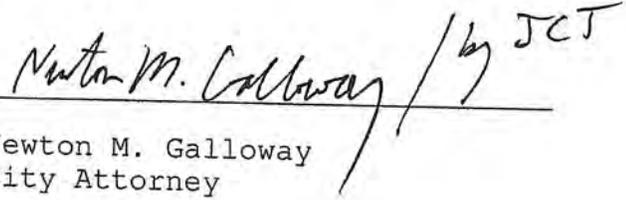
Mayor

Attest:

By:



Reviewed:


Newton M. Galloway
City 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: SPALDING COUNTY

Service: Road Maintenance Agreement

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.): **Spalding County and City of Griffin**

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

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

No

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

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

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

Local Government or Authority	Funding Method
Spalding County	General Funds, Grants, SPLOST, T-SPLOST
City of Griffin	General Funds, Grants, SPLOST, T-SPLOST

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

Funding change to include Single County T-SPLOST

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

Agreement Name	Contracting Parties	Effective and Ending Dates
T-SPLOST	Spalding County, City of Griffin	June 8, 2021 - June 8, 2021

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?

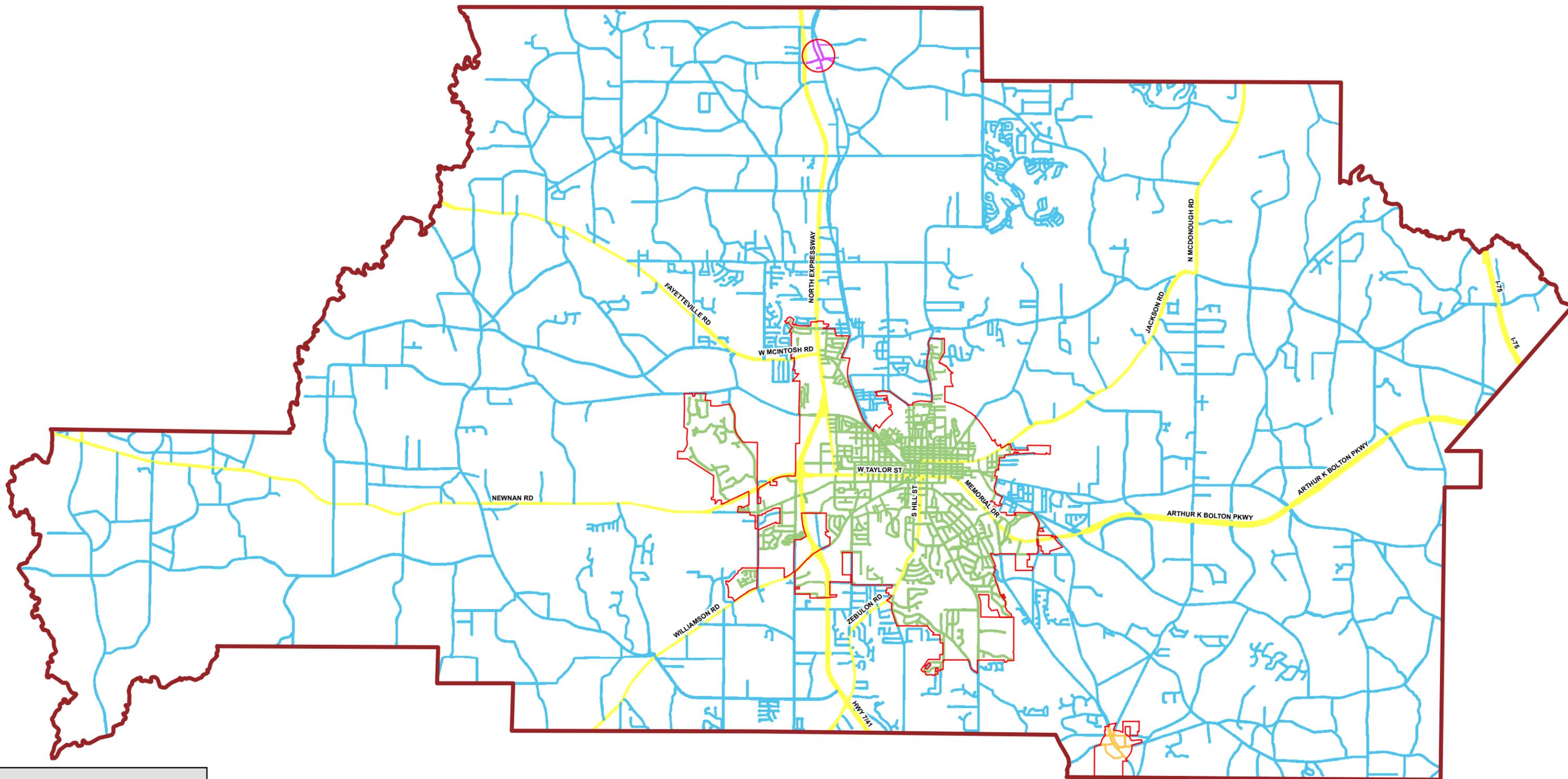
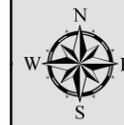
N/A

7. Person completing form: **Steve Ledbetter, PhD, County Manager**
 Phone number: **770-467-4224** Date completed: October 27, 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:

Spalding County Road Maintenance



Legend

- City of Griffin
- DOT
- Orchard Hill - Maintained By SC
- Spalding County
- Sunny Side - Maintained By SC

**TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES TAX
INTERGOVERNMENTAL CONTRACT**

This Intergovernmental Contract (this “*Contract*”) is by and between Spalding County, Georgia (the “*County*”) and the City of Griffin, Georgia (“*Griffin*”).

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 Griffin 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 Griffin and the County, and providing for the issuance by the County of the Bonds referred to herein.

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

Section 1. Representations of Griffin. Griffin 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 Griffin, 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 Griffin, 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 Griffin or by which Griffin is bound.
- (c) To the knowledge of Griffin, there is no litigation pending or threatened challenging the existence or powers of Griffin or the ability of Griffin to enter into this Contract, or seeking to restrain or enjoin Griffin 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 and the Issuance by the County of Certain Bonds.

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 2nd day of November, 2021, or on such other date as the County and Griffin 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 Spalding County, as authorized by the Act, for a period of 20 calendar quarters (five years) commencing on April 1, 2022 for the purpose of funding the Tier #1 and Tier #2 projects listed on **Exhibit A** to this Contract (collectively, the “**Projects**” or, as to Griffin or the County, the “**Projects**” of Griffin or the County). The amount of money to be raised by the Transportation Sales and Use Tax is estimated to be approximately \$58,000,000. 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 Resolution calling the referendum will also provide that if the Transportation Sales and Use Tax is imposed by affirmative vote of the qualified voters of the County as provided in the Act, such vote will also authorize general obligation debt (the “**County Bonds**”) of the County in connection therewith in a principal amount of not to exceed \$10,000,000 to finance a portion of the County Projects, all as listed on **Exhibit A** hereto. 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. The priority and order in which the Transportation Sales and Use Tax proceeds will be fully or partially funded is shown on **Exhibit A**.

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 Spalding 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. Creation of Funds.

The County agrees to establish with a custodian selected by the County prior to the imposition of the Transportation Sales and Use Tax (the "*Custodian*") a trust account which shall be known as the "*Spalding Project Fund*." The County also agrees to establish within the Spalding Project Fund—a separate sub-account which shall be known as the "*Spalding County Bond Proceeds Sub-Account*." Griffin agrees to establish with a custodian selected by Griffin (the "*Griffin Custodian*") a trust account which shall be known as the "*Griffin Project Fund*." The parties hereto agree that all proceeds in either the Spalding Project Fund or the Griffin Project Fund shall be used solely for the purposes approved by the voters in the referendum described above.

The proceeds received by the County from the sale of the County Bonds (which shall be net of all costs of issuing and underwriting the County Bonds) shall be deposited into the Spalding County Bond Proceeds Sub-Account of the Spalding Project Fund.

The County shall be responsible for directing the investment of all moneys in the Spalding Project Fund from time to time in accordance with the laws of the State of Georgia. Any investment proceeds received from such investment shall be allocated to the Spalding Project Fund account to which such investment relates. Griffin shall be responsible for directing the investment of all moneys in the Griffin Project Fund.

The County agrees to establish with a custodian selected by the County prior to the issuance of the County Bonds a trust account which shall be known as the "*County Sinking Fund*." Moneys in the County Sinking Fund shall be held for and applied to the payment of principal and interest on the County Bonds except as otherwise provided in this Contract. The County shall be responsible for directing the investment of all moneys in the County Sinking Fund from time to time in accordance with the laws of the State of Georgia. To the extent any moneys remain in the County Sinking Fund upon the payment in full of the County Bonds, whether from the investment of moneys in the County Sinking Fund or otherwise, such moneys shall be paid to the County and applied by the County for any lawful purpose.

Section 6. Apportionment of Transportation Sales and Use Tax Proceeds. The parties hereto agree that the proceeds of the Transportation Sales and Use Tax received each month will be applied as follows (and in the order indicated below):

- a) The Transportation Sales and Use Tax receipts shall be split 65.00% to the County, and the remainder to Griffin. The County portion shall be deposited into the County Sinking Fund in each Sinking Fund Year (September 2 of such year to and including September 1 of the following year) until the balance held in the County Sinking Fund is not less than the principal and interest due on the County Bonds in such Sinking Fund Year. Any amounts remaining from the County portion after the deposits in the County Sinking Fund described in the prior sentence in each Sinking Fund Year shall be deposited into the Spalding County Project Fund. The Griffin portion shall be deposited into the Griffin Project Fund.
- b) The Transportation Sales and Use Tax receipts up to and including \$48,000,000 shall be used by the County and Griffin to fund its Tier #1 Projects as shown on **Exhibit A**. Any additional Transportation Sales and Use Tax collected above \$48,000,000 shall be used by the County and Griffin to fund its Tier #2 Projects as shown on **Exhibit A**.

Section 7. Obligation of County and Griffin to Resurface Certain Roads for Orchard Hill.

In the event that the conditions precedent are satisfied as further described in Section 4 hereto, the County and Griffin hereby agree to pay for resurfacing of an approximately three mile roadway for Orchard Hill. The County and Griffin hereby agree to pay an equal share of the costs of such resurfacing which such costs are currently estimated to be approximately \$600,000.

Section 8. Record Keeping; Publication of Reports.

- (a) Griffin and the County, having received proceeds from the Transportation Sales and Use Tax, shall include in its annual audit the schedule required by Section 48-8-121269.5 of the Act relating to each Project approved for such City or the County in the referendum. Griffin and the County shall publish the report relating to the Projects of Griffin and County as required by Section 48-8-69.6 of the Act. Griffin and the County agree that the proceeds received from the Transportation Sales and Use Tax or from the County Bonds, as applicable, shall be used by Griffin or the County, as the case may be, exclusively for the purpose or purposes specified in the resolution calling for the referendum except as may otherwise be permitted under the Act. Each of Griffin and the County shall be responsible for their own expenses incurred in maintaining such records and making any such reports.
- (b) The County and Griffin shall have no liability to each other for the failure by Griffin or the County to spend the proceeds received from the Transportation Sales and Use Tax or from the County Bonds for the purposes authorized in the referendum, although each party hereto shall have right, but not the duty, to seek to enforce the obligation of each of the other parties hereto to apply the proceeds received from the Transportation Sales and Use Tax in accordance with the Act and the referendum. The County and Griffin agree that the County shall have no liability if the aggregate amount of the Transportation Sales and Use Tax collected is less than anticipated.

Section 9. Project Completion and Termination.

Within 30 days after the acquisition, construction and installation of all of the Projects of any City receiving proceeds of the Transportation Sales and Use Tax have been completed, such City shall file with the County a Certificate of Completion signed by the Mayor, City Manager or other authorized signatory, setting forth the date on which the final Project or Projects were completed and stating that all Transportation Sales and Use Tax proceeds received by such City have been applied to the Project or Projects or otherwise applied in accordance with the Act. All Projects included in this Contract shall be funded in whole or in part from net proceeds of the Transportation Sales and Use Tax except as otherwise agreed in writing by the parties.

Section 10. Other Expenses; Reimbursement.

The parties to this Contract acknowledge that the fees and expenses relating to, or incurred incident to, calling the referendum for the imposition of the Transportation Sales and Use Tax and approval of the County Bonds, and for the issuance of the County Bonds, shall be paid from the proceeds of the County Bonds or from other funds of the County. In the event that following the passage of the referendum relating to the imposition of the Transportation Sales and Use Tax, any litigation or threatened litigation, audit or investigation relating to the imposition of the Transportation Sales and Use Tax or the use of the proceeds of the Transportation Sales and Use Tax or other similar matters relating thereto shall occur, the parties hereto agree that each party shall pay the percentage of the costs of such litigation or threatened litigation, audit or investigation, or for the cost of any judgment or settlement of such litigation or threatened litigation, audit or investigation, equal to their respective Allocated Percentage as shown on Exhibit A attached hereto. In the event Griffin appoints a separate Custodian to act as Custodian of the Griffin Project Fund Account, Griffin agrees that it shall be solely liable for the fees and expenses of such Griffin Custodian.

Griffin agree that any payment required to be made to the County under this Section shall be made promptly upon receipt by Griffin of a statement therefor from the County. Nothing in this Section shall preclude any City or the County (either individually or collectively) from seeking repayment from, or from instituting any action against, any other party to this Contract to the extent that any action or inaction on the part of any party or parties to this Contract results in liability to the County or Griffin whether directly or indirectly pursuant to this Section of this Contract, and the costs of any such action shall not be shared as provided in this Section but shall be costs of the parties instituting such action.

Section 11. Term of this Contract.

The term of this Contract (assuming the conditions precedent in Section 4 have been satisfied) shall expire at the later of (i) September 1st of the year following completion of the last Project funded from the net proceeds of the Transportation Sales and Use Tax, or (ii) the date on which all of the County Bonds have been paid and any moneys held in any accounts or sub-accounts established under this Contract are fully depleted, but in no event shall this Contract run for more than 50 years from the date hereof.

Section 12. Litigation.

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

Section 13. 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 14. 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 15. 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 16. Notices.

All notices, demands or requests required or permitted to be given pursuant to this Contract shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited or placed in the United States mail, postage prepaid and registered or certified with return receipt requested to the addresses appearing below, or when delivered by hand to the addresses indicated below:

- (a) As to Spalding County:
Spalding County
Attention: Chairman, Board of Commissioners
P.O. Box 1087
Griffin, GA 30224

- (b) As to Griffin:
City of Griffin
Attention: Mayor, Board of Commissioners
P.O. Box T
Griffin, GA 30224

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.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, all parties hereto have agreed as of this 8th day of June, 2021.

SPALDING COUNTY, GEORGIA



(SEAL)

Attest:

Kathy Gibson
Clerk

By: C. W. Davis
Chairman, Board of Commissioners

CITY OF GRIFFIN, GEORGIA

By: 
Mayor, Board of Commissioners

(SEAL)

Attest:


Jessica W. O'Connor, Secretary

Approved:

Andrew J. Whalen, III
Andrew J. Whalen, III, Esq.
Attorney for City of Griffin

EXHIBIT "A"

**SPALDING COUNTY
PROPOSED SALES TAX PROJECTS AND ALLOCATION**

TIER #1 PROJECTS				
<u>Project Beneficiary</u>	<u>Project Description</u>	<u>Amount of Sales Tax Allocated</u>	<u>Subtotal by Beneficiary</u>	<u>Allocated Percentage of Expected Sales Tax Collection</u>
Spalding County	Resurfacing of approximately 100 miles	\$22,500,000.00		
Spalding County	Local match for ARC/GDOT projects	\$3,000,000.00		
Spalding County	Replacement of Big Blue Bus	\$400,000.00		
Spalding County	Resurfacing of approximately 3 miles for Orchard Hill	\$300,000.00		
Spalding County	Reimbursement for project management costs; design and engineering costs; construction management costs; costs of issuance County Bonds; Contingency	\$3,000,000.00		
Spalding County	Sidewalk and pedestrian connectivity and continuity	\$2,000,000.00	\$31,200,000	65.00%
City of Griffin	Resurfacing of approximately 3 miles for Orchard Hill	\$300,000.00		
City of Griffin	Milling and resurfacing	\$11,000,000.00		
City of Griffin	Intersection improvement at College Street and Kincaid Avenue / Hamilton Drive	\$2,000,000.00		
City of Griffin	Sidewalk and pedestrian connectivity and continuity	\$1,000,000.00		
City of Griffin	Taylor Street (between 6th Street and 8th Street) streetscape	\$1,000,000.00		
City of Griffin	State Alley and Bank Street parking lot and alley redevelopment	\$1,500,000.00	16,800,000	35.00%
			\$48,000,000	100.00%
TIER #2 PROJECTS				
<u>Project Beneficiary</u>	<u>Project Description</u>	<u>Amount of Sales Tax Allocated</u>	<u>Subtotal by Beneficiary</u>	<u>Allocated Percentage of Expected Sales Tax Collection</u>
Spalding County	Equipment for Public Works	\$2,500,000.00		
Spalding County	Sidewalk and pedestrian connectivity and continuity	\$1,500,000.00		
Spalding County	Dirt Road Improvements	\$2,500,000.00	\$6,500,000	65.00%
City of Griffin	Bridges and/or culverts repairs and replacements	\$3,500,000.00	3,500,000	35.00%
			\$10,000,000	100.00%



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: SPALDING COUNTY

Service: Street Lighting

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.): **Spalding County and City of Griffin**

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

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

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

- No**

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

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

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

Local Government or Authority	Funding Method
Spalding County	User Fees,
City of Griffin	Enterprise Funds, 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:

Agreement Name	Contracting Parties	Effective and Ending Dates
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?

N/A

7. Person completing form: **Steve Ledbetter, PhD, County Manager**
 Phone number: **770-467-4224** Date completed: October 27, 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:

TAXES



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: SPALDING COUNTY

Service: Ad Valorem Tax Distribution of Revenue

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

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

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

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

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

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

Local Government or Authority	Funding Method
Spalding County	General Fees
City of Griffin	Ad Valorem Taxes

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:

Agreement Name	Contracting Parties	Effective and Ending Dates
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?

N/A

7. Person completing form: **Steve Ledbetter, PhD, County Manager**
 Phone number: **770-467-4224** Date completed: October 27, 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: SPALDING COUNTY

Service: *Tax Appraisal and Assessment*

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

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

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?

County Appraisal and Assessment services are provided in accordance with Georgia Law.

7. Person completing form: **Steve Ledbetter, PhD, County Manager**
 Phone number: **770-467-4224** Date completed: October 27, 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: SPALDING COUNTY

Service: Tax & Billing Collections

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

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

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

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

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

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

Local Government or Authority	Funding Method
Spalding County	General Fund

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:

Agreement Name	Contracting Parties	Effective and Ending Dates
IGA	Spalding County, City of Griffin	July 1, 1999 - June 30, 2049
IGA	Spalding County, Sunny Side	04/20/2000 - 12/31/2050
IGA	Spalding County, Orchard Hill	04/03/2000 - 12/31/2050

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?

County Appraisal and Assessment services are provided in accordance with Georgia Law.

7. Person completing form: **Steve Ledbetter, PhD, County Manager**
 Phone number: **770-467-4224** Date completed: October 27, 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:

**AGREEMENT BETWEEN THE CITY OF GRIFFIN AND
SPALDING COUNTY, GEORGIA FOR THE COLLECTION
OF CITY TAXES**

THIS AGREEMENT is made and entered into this 1st day of July, 1999, by and between the City of Griffin, Georgia, a municipal corporation organized under the laws of the State of Georgia (hereinafter referred to as the "City") and the County of Spalding, a political subdivision of the State of Georgia (hereinafter referred to as the "County").

WHEREAS, O.C.G.A. §48-5-359.1 specifically allows any county and municipality, wholly located within such county, to contract, subject to approval by the Tax Commissioner of the county for the Tax Commissioner to, among other things, collect municipal taxes in the same manner as county taxes. This instrument shall constitute a binding, legal contract by and between the parties hereto, in accordance with the authority granted by Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia. Each of the parties herein covenants that it has the requisite legal authority to do all things necessary, convenient and expedient to carry out the obligations and responsibilities herein set forth. Furthermore, for the term of this agreement, all parties agree to exercise good faith and best efforts to adequately and properly perform under the terms of this contract. The parties do further covenant and agree to cooperate fully with the spirit and intent of this contract.

WHEREAS, the City desires that the Tax Commissioner of Spalding County collect City taxes for the City of Griffin.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein made, the receipt, adequacy and sufficiency of which are mutually acknowledged, the parties agree to be bound each unto the other as follows:

LEGAL AUTHORITY

The Official Code of Georgia Annotated Section 48-5-359.1 specifically authorizes this contract.

DEFINITIONS

For purposes of this Agreement, the following words shall have the meaning hereinafter defined:

(a) "City Taxes": The term "city taxes" shall mean all ad valorem taxes levied by the City of Griffin on any real and/or personal property located within its municipal boundaries. Such term shall not include "special assessment" that may from time to time be levied upon certain properties for street or utility improvements.

(b) "County Taxes": The term "county taxes" shall mean all ad valorem taxes levied by Spalding County on any real and/or personal property located within its geographical grounds.

TERM OF AGREEMENT

This agreement shall become effective at 12:01 A.M. on the 1st day of July, 1999 and shall terminate at midnight on the 30th day of June, 2049, unless terminated sooner in the manner hereinafter provided.

This agreement may be terminated by either party by giving written notice of its intent to terminate the contract to the other party. The termination shall be effective one year after written notice is received.

COLLECTION OF TAXES

The Tax Commissioner of Spalding County shall collect all ad valorem taxes due to the City of Griffin beginning with those ad valorem taxes levied for calendar year 1999. The Tax Commissioner has no obligation to collect any City taxes due for any year prior to 1999.

HOMESTEAD EXEMPTION

The City specifically delegates to the Tax Commissioner of Spalding County authority to receive all necessary information for Homestead Exemptions for the City's tax payer residents who are totally disabled or who are sixty-two years of age or older and who receive less than \$12,500 of specified income during the preceding calendar year.

PAYMENT COMPENSATION

The City agrees to pay and the County agrees to accept as compensation for the collection of the City's taxes, 2.5% of the total amount of City taxes collected. The City consents to the Tax Commissioner's retaining said agreed compensation and remitting only 97.5% of all City taxes collected.

LITIGATION, BANKRUPTCIES & DELINQUENT TAXES

The City will remain responsible for handling and managing any bankruptcy in existence at the time this contract is signed. The City will also remain responsible for responding to and representing itself in any Condemnation Action which may be filed after the date of this contract. The Tax Commissioner of Spalding County shall have absolutely no obligation whatsoever to

represent the City of Griffin in any civil action.

The Tax Commissioner of Spalding County will be responsible for handling and managing any bankruptcy that is filed for the purpose of bankrupting against the City of Griffin Ad Valorm Taxes. The City agrees that it shall notify the Tax Commissioner of Spalding County of the receipt of any petition in bankruptcy not later than the 5th business day after the bankruptcy petition is received by the City.

-8-

DISBURSEMENT

The Tax Commissioner of Spalding County shall disburse all City taxes which are collected not later than the 25th of each month to the City by the 10th of the following month.. The check will be made payable to the City of Griffin. The City Finance Director will supply the Tax Commissioner of Spalding County with a list of those persons who are authorized to receive delivery of the checks.

-9-

TAX SALES

The Tax Commissioner of Spalding County will be responsible for any tax sales which are necessary for the collection of City and/or County taxes following the execution of this contract. The City agrees that it will pay its pro-rata share of all costs incurred in connection with the holding of a Sheriff Sale to collect delinquent taxes to the extent actual costs of the Sale are not fully recovered from the Tax Sale. For the purpose of this contract the term "pro-rata" will be a number that bears the same ratio as the total amount of the City taxes bears to the total of City and County taxes involved in the proceeding.

AUDIT

The City agrees that the accounting firm performing the annual audit for the County shall also audit the Tax Commissioner's book and records concerning the City tax collections.

ADJUSTMENTS

If a taxpayer gives a personal check for the payment of City property taxes and said check is subsequently returned for any reason including, but not limited to, insufficient funds, then and in such event, the Tax Commissioner shall reinstate the tax bill and show it as unpaid. Moreover, if the Tax Commissioner has already remitted the funds in question to the City, that sum shall be subtracted from the next disbursement of City taxes to the City.

CHANGES IN PROPERTY TAX BILLS

If a change in a property tax bill requires a refund to the taxpayer, then the amount refunded to the taxpayer shall be deducted from the next disbursement to the City. Any change that requires an additional billing will be treated as a NOD (not on digest). The Tax Commissioner will give a full accounting of all such transactions on the transmittal form used to transmit the funds to the City.

INTEREST ON ACCOUNTS

Interest collected on delinquent tax accounts will be prorated to the different agencies as required by law. All penalties assessed will be retained by the County to defray collection expenses. Any interest earned on the Tax Commissioner's checking account will remain the property of Spalding County.

IN WITNESS WHEREOF, the parties have hereunto executed this instrument this _____
day of _____, _____.

CITY OF GRIFFIN

By: *Tom Jordan*
Chairman, Board of Commissioners

Attest: *Rick D.*
Secretary

COUNTY OF SPALDING

By: *Deale Childers*
Chairman, Board of Commissioners

Attest: *Shirley M. Russ*
Clerk

Pursuant to the provisions of Section 48-5-359.1, the consent of the Tax Commissioner of Spalding County is required for this contract to be binding. By affixing her signature below, the Tax Commissioner of Spalding County, Sylvia Hollums, consents to the collection of the City taxes as set out in this agreement.

Sylvia Hollums
Sylvia Hollums, Tax Commissioner

Aug. 3, 1999
Date

AGREEMENT BETWEEN THE CITY OF SUNNYSIDE AND
SPALDING COUNTY, GEORGIA FOR THE COLLECTION
OF CITY TAXES

THIS AGREEMENT is made and entered into this 20th day of April, 2000, by and between the City of Sunnyside, Georgia, a municipal corporation organized under the laws of the State of Georgia (hereinafter referred to as the "City") and the County of Spalding, a political subdivision of the State of Georgia (hereinafter referred to as the "County").

WHEREAS, O.C.G.A. § 48-5-359.1 specifically allows any county and municipality, wholly located within such county, to contract, subject to approval by the Tax Commissioner of the county for the Tax Commissioner to, among other things, collect municipal taxes in the same manner as county taxes. This instrument shall constitute a binding, legal contract by and between the parties hereto, in accordance with the authority granted by Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia. Each of the parties herein covenants that it has the requisite legal authority to do all things necessary, convenient and expedient to carry out the obligations and responsibilities herein set forth. Furthermore, for the term of this agreement, all parties agree to exercise good faith and best efforts to adequately and properly perform under the terms of this contract. The parties do further covenant and agree to cooperate fully with the spirit and intent of this contract.

WHEREAS, the City desires that the Tax Commissioner of Spalding County collect City taxes for the City of Sunnyside.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein made, the receipt, adequacy and sufficiency of which are mutually acknowledged, the parties agree to be bound each unto the other as follows:

LEGAL AUTHORITY

The Official Code of Georgia Annotated Section 48-5-359.1 specifically authorizes this contract.

DEFINITIONS

For purposes of this Agreement, the following words shall have the meaning hereinafter defined:

(a) "City Taxes": The term "city taxes" shall mean all ad valorem taxes levied by the City of Sunnyside on any real and/or personal property located within its municipal boundaries. Such term shall not include "special assessment" that may from time to time be levied upon certain properties for street or utility improvements.

(b) "County Taxes": The term "county taxes" shall mean all ad valorem taxes levied by Spalding County on any real and/or personal property located within its geographical grounds.

TERM OF AGREEMENT

This agreement shall become effective at 12:01 A.M. on the 1st day of January, 2000 and shall terminate at midnight on the 31st day of December, 2050 unless terminated sooner in the manner hereinafter provided.

This agreement may be terminated by either party by giving written notice of its intent to terminate the contract to the other party. The termination shall be effective one year after written notice is received.

COLLECTION OF TAXES

The Tax Commissioner of Spalding County shall collect all ad valorem taxes due to the City of Sunnyside beginning with those ad valorem taxes levied for calendar year 2000. The Tax Commissioner has no obligation to collect any City taxes due for any year prior to 2000.

HOMESTEAD EXEMPTION

The City specifically delegates to the Tax Commissioner of Spalding County authority to receive all necessary information for any Homestead Exemptions for the City's tax payer residents.

PAYMENT COMPENSATION

The City agrees to pay and the County agrees to accept as compensation for the collection of the City's taxes, 2.5% of the total amount of City taxes collected. The City consents to the Tax Commissioner's retaining said agreed compensation and remitting only 97.5% of all City taxes collected.

LITIGATION, BANKRUPTCIES & DELINQUENT TAXES

The City will remain responsible for handling and managing any bankruptcy in existence at the time this contract is signed. The City will also remain responsible for responding to and representing itself in any Condemnation Action which may be filed after the date of this contract. The Tax Commissioner of Spalding County shall have absolutely no obligation whatsoever to represent the City of Sunnyside in any civil action.

The Tax Commissioner of Spalding County will be responsible for handling and managing any bankruptcy that is filed for the purpose of bankrupting against the City of Sunnyside Ad valorem Taxes. The City agrees that it shall notify the Tax Commissioner of Spalding County of the receipt of any petition in bankruptcy not later than the 5th business day after the bankruptcy petition is received by the City.

-8-

DISBURSEMENT

The Tax Commissioner of Spalding County shall disburse all City taxes which are collected not later than the 25th of each month to the City by the 10th of the following month. The check will be made payable to the City of Sunnyside.

-9-

TAX SALES

The Tax Commissioner of Spalding County will be responsible for any tax sales which are necessary for the collection of City and/or County taxes following the execution of this contract. The City agrees that it will pay its pro-rata share of all costs incurred in connection with the holding of a Sheriff Sale to collect delinquent taxes to the extent actual costs of the Sale are not fully recovered from the Tax Sale. For the purpose of this contract the term "pro-rata" will be a number that bears the same ratio as the total amount of the City taxes bears to the total of City and County taxes involved in the proceeding.

-10-

AUDIT

The City agrees that the accounting firm performing the annual audit for the County shall also audit the Tax Commissioner's book and records concerning the City tax collections.

ADJUSTMENTS

If a taxpayer gives a personal check for the payment of City property taxes and said check is subsequently returned for any reason including, but not limited to, insufficient funds, then and in such event, the Tax Commissioner shall reinstate the tax bill and show it as unpaid. Moreover, if the Tax Commissioner has already remitted the funds in question to the City, that sum shall be subtracted from the next disbursement of City taxes to the City.

CHANGES IN PROPERTY TAX BILLS

If a change in a property tax bill requires a refund to the taxpayer, then the amount refunded to the taxpayer shall be deducted from the next disbursement to the City. Any change that requires an additional billing will be treated as a NOD (not on digest). The Tax Commissioner will give a full accounting of all such transactions on the transmittal form used to transmit the funds to the City.

INTEREST ON ACCOUNTS

Interest collected on delinquent tax accounts will be prorated to the different agencies as required by law. All penalties assessed will be retained by the County to defray collection expenses. Any interest earned on the Tax Commissioner's checking account will remain the property of Spalding County.

IN WITNESS WHEREOF, the parties have hereunto executed this instrument this 26th day
of April, 2000.

CITY OF SUNNYSIDE

James J. Connell
Chairman, Board of Commissioners

Attest: William R. Naughton
Secretary

COUNTY OF SPALDING

[Signature]
Chairman, Board of Commissioners

Attest: [Signature]
Clerk

Pursuant to the provisions of Section 48-5-359.1, the consent of the Tax Commissioner of Spalding County is required for this contract to be binding. By affixing her signature below, the Tax Commissioner of Spalding County, Sylvia Hollums, consents to the collection of the City taxes as set out in this agreement.

Sylvia W. Hollum
Sylvia Hollums, Tax Commissioner

April 27, 2000
Date

ORIGINAL

AGREEMENT BETWEEN THE CITY OF ORCHARD HILL AND
SPALDING COUNTY, GEORGIA FOR THE COLLECTION
OF CITY TAXES

THIS AGREEMENT is made and entered into this 3rd day of April, 2000, by and between the City of Orchard Hill, Georgia, a municipal corporation organized under the laws of the State of Georgia (hereinafter referred to as the "City") and the County of Spalding, a political subdivision of the State of Georgia (hereinafter referred to as the "County").

WHEREAS, O.C.G.A. § 48-5-359.1 specifically allows any county and municipality, wholly located within such county, to contract, subject to approval by the Tax Commissioner of the county for the Tax Commissioner to, among other things, collect municipal taxes in the same manner as county taxes. This instrument shall constitute a binding, legal contract by and between the parties hereto, in accordance with the authority granted by Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia. Each of the parties herein covenants that it has the requisite legal authority to do all things necessary, convenient and expedient to carry out the obligations and responsibilities herein set forth. Furthermore, for the term of this agreement, all parties agree to exercise good faith and best efforts to adequately and properly perform under the terms of this contract. The parties do further covenant and agree to cooperate fully with the spirit and intent of this contract.

WHEREAS, the City desires that the Tax Commissioner of Spalding County collect City taxes for the City of Orchard Hill.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein made, the receipt, adequacy and sufficiency of which are mutually acknowledged, the parties agree to be bound each unto the other as follows:

LEGAL AUTHORITY

The Official Code of Georgia Annotated Section 48-5-359.1 specifically authorizes this contract.

DEFINITIONS

For purposes of this Agreement, the following words shall have the meaning hereinafter defined:

(a) "City Taxes": The term "city taxes" shall mean all ad valorem taxes levied by the City of Orchard Hill on any real and/or personal property located within its municipal boundaries. Such term shall not include "special assessment" that may from time to time be levied upon certain properties for street or utility improvements.

(b) "County Taxes": The term "county taxes" shall mean all ad valorem taxes levied by Spalding County on any real and/or personal property located within its geographical grounds.

TERM OF AGREEMENT

This agreement shall become effective at 12:01 A.M. on the 1st day of January, 2000 and shall terminate at midnight on the 31st day of December, 2050 unless terminated sooner in the manner hereinafter provided.

This agreement may be terminated by either party by giving written notice of its intent to terminate the contract to the other party. The termination shall be effective one year after written notice is received.

COLLECTION OF TAXES

The Tax Commissioner of Spalding County shall collect all ad valorem taxes due to the City of Orchard Hill beginning with those ad valorem taxes levied for calendar year 2000. The Tax Commissioner has no obligation to collect any City taxes due for any year prior to 2000.

HOMESTEAD EXEMPTION

The City specifically delegates to the Tax Commissioner of Spalding County authority to receive all necessary information for any Homestead Exemptions for the City's tax payer residents.

PAYMENT COMPENSATION

The City agrees to pay and the County agrees to accept as compensation for the collection of the City's taxes, 2.5% of the total amount of City taxes collected. The City consents to the Tax Commissioner's retaining said agreed compensation and remitting only 97.5% of all City taxes collected.

LITIGATION, BANKRUPTCIES & DELINQUENT TAXES

The City will remain responsible for handling and managing any bankruptcy in existence at the time this contract is signed. The City will also remain responsible for responding to and representing itself in any Condemnation Action which may be filed after the date of this contract. The Tax Commissioner of Spalding County shall have absolutely no obligation whatsoever to represent the City of Orchard Hill in any civil action.

The Tax Commissioner of Spalding County will be responsible for handling and managing any bankruptcy that is filed for the purpose of bankrupting against the City of Orchard Hill Ad valorem Taxes. The City agrees that it shall notify the Tax Commissioner of Spalding County of the receipt of any petition in bankruptcy not later than the 5th business day after the bankruptcy petition is received by the City.

-8-

DISBURSEMENT

The Tax Commissioner of Spalding County shall disburse all City taxes which are collected not later than the 25th of each month to the City by the 10th of the following month. The check will be made payable to the City of Orchard Hill.

-9-

TAX SALES

The Tax Commissioner of Spalding County will be responsible for any tax sales which are necessary for the collection of City and/or County taxes following the execution of this contract. The City agrees that it will pay its pro-rata share of all costs incurred in connection with the holding of a Sheriff Sale to collect delinquent taxes to the extent actual costs of the Sale are not fully recovered from the Tax Sale. For the purpose of this contract the term "pro-rata" will be a number that bears the same ratio as the total amount of the City taxes bears to the total of City and County taxes involved in the proceeding.

-10-

AUDIT

The City agrees that the accounting firm performing the annual audit for the County shall also audit the Tax Commissioner's book and records concerning the City tax collections.

ADJUSTMENTS

If a taxpayer gives a personal check for the payment of City property taxes and said check is subsequently returned for any reason including, but not limited to, insufficient funds, then and in such event, the Tax Commissioner shall reinstate the tax bill and show it as unpaid. Moreover, if the Tax Commissioner has already remitted the funds in question to the City, that sum shall be subtracted from the next disbursement of City taxes to the City.

CHANGES IN PROPERTY TAX BILLS

If a change in a property tax bill requires a refund to the taxpayer, then the amount refunded to the taxpayer shall be deducted from the next disbursement to the City. Any change that requires an additional billing will be treated as a NOD (not on digest). The Tax Commissioner will give a full accounting of all such transactions on the transmittal form used to transmit the funds to the City.

INTEREST ON ACCOUNTS

Interest collected on delinquent tax accounts will be prorated to the different agencies as required by law. All penalties assessed will be retained by the County to defray collection expenses. Any interest earned on the Tax Commissioner's checking account will remain the property of Spalding County.

IN WITNESS WHEREOF, the parties have hereunto executed this instrument this 3rd day
of April, 2000.

CITY OF ORCHARD HILL

Robert G. Morgan
Chairman, Board of Commissioners

Attest: Francis J. Jones
Secretary

COUNTY OF SPALDING

[Signature]
Chairman, Board of Commissioners

Attest: Michael M. Rupp
Clerk

Pursuant to the provisions of Section 48-5-359.1, the consent of the Tax Commissioner of Spalding County is required for this contract to be binding. By affixing her signature below, the Tax Commissioner of Spalding County, Sylvia Hollums, consents to the collection of the City taxes as set out in this agreement.

Sylvia W. Hollums
Sylvia Hollums, Tax Commissioner

April 6, 2000
Date

RESOLUTION

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN, GEORGIA, IN FURTHERANCE OF THAT CERTAIN RESOLUTION, ENACTED JULY 12, 2005, FINDING AND DECLARING THE NECESSITY WITHIN THE CITY OF GRIFFIN FOR A PLAN OF URBAN REDEVELOPMENT; REDEFINING THOSE AREAS OF THE CITY IN WHICH CONDITIONS OF SLUM AND BLIGHT NOW EXIST OR WHICH, IF NOT ADDRESSED, ARE LIKELY TO BECOME AREAS OF SLUM AND BLIGHT; ADOPTING A WORKABLE PROGRAM, AS RECOMMENDED BY THE CITY MANAGER AND HIS STAFF, TO ELIMINATE AND PREVENT THE SPREAD OF SLUMS; TO PROVIDE A GENERAL PLAN FOR URBAN REDEVELOPMENT UPON WHICH MORE SPECIFIC PLANS MAY BE BASED; AND FOR OTHER PURPOSES.

WHEREAS, this Board of Commissioners, at its regular meeting held July 12, 2005, adopted a Resolution, pursuant to O.C.G.A. Title 36, Chapter 61, URBAN REDEVELOPMENT, finding and declaring the necessity within the City of Griffin for a plan of urban redevelopment, to identify those areas of the city in which conditions of slum and blight, as defined by O.C.G.A. §36-61-2, exist or which, if not addressed are likely to become areas of slum and blight;

WHEREAS, subsequent thereto, following a duly advertised public hearing, this Board of Commissioners designated an area, principally being that area of the city lying north of the railroad, as its Urban Redevelopment District;

WHEREAS, subsequent thereto, and after diligent study by qualified housing consultants, urban planners, economic development specialists, and city staff, including the Livable Centers Initiative conducted on behalf of the Atlanta Regional Commission, staff recommended the area designated as the city's Urban Redevelopment District be expanded to include the traditional downtown business district of Griffin;

WHEREAS, the City Manager and his staff have recommended to this Board the enactment of a workable program (general plan) of urban redevelopment, which at a minimum includes a feasible method for the relocation of families who will be displaced by urban redevelopment; that is consistent with the goals and objectives of the Comprehensive Plan, 2024, including provision of safe, affordable housing for its citizens; and which affords maximum opportunity for the voluntary redevelopment by private owners or private enterprise; and

WHEREAS, this Board has conducted a public hearing, duly advertised as required by law, at which citizens and private property owners in the area proposed for district designation have been afforded opportunity for comment on the proposed workable program;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN, GEORGIA:

1. That the proposed URBAN REDEVELOPMENT PROGRAM, dated December 11, 2007, be adopted as the workable program (general plan) for urban redevelopment. The City Manager and his staff are hereby directed to recommend specific plans, in accordance with the general plan, to achieve the objectives of this program through future Board action, including annual funding of such specific plans.
2. That the Urban Redevelopment District, as heretofore designated, be amended and enlarged to include the traditional downtown business area of the city, as well as the area north of City Park, extending west of S. 8th Street. As amended, the boundaries of the Urban Redevelopment District shall be as shown on Exhibit "B", appended to the Urban Redevelopment Program, to include those properties on both sides of the streets shown as the boundaries of said district.
3. That the Director of Planning and Development Services, in consultation with the City Manager, annually present a proposed program budget, including recommended funding for specific plans and capital improvements to be made within the District in accordance with the general plan. Such budget shall include the source for financing implementation, utilizing to the greatest extent possible, available grants, loans, the creation of tax allocation districts, enterprise and opportunity zones, and private-sector investment.

SO RESOLVED, this 11th day of December, 2007.



W.D. Landrum, Chairperson
City of Griffin Board of Commissioners



Kenny I. Smith, Secretary

CITY OF GRIFFIN
URBAN REDEVELOPMENT PROGRAM

Prepared by

Planning & Development Services Department

City of Griffin
One Griffin Center
100 S. Hill Street
Griffin, GA 30223

December 11, 2007

INTRODUCTION

The redevelopment of Griffin provides an exciting opportunity to enhance the livability, economic opportunity, and overall vitality of the city's traditional downtown and surrounding distressed neighborhoods. This document sets forth a program, or general plan of urban renewal, as proposed by staff to the Board of Commissioners, pursuant to a Resolution, adopted July 12, 2005, a copy of which is attached hereto as Appendix "A", and hereby revised to incorporate the downtown area.

This Redevelopment Program has three primary objectives: (a) to define and establish the boundaries of an urban redevelopment district in which the City or its designated agencies may exercise powers under the Georgia Urban Redevelopment Law, O.C.G.A. Title 36, Chapter 61; and O.C.G.A Title 36, Chapter 44; and (b) to structure a comprehensive approach to successful redevelopment that is (i) consistent with the City's Comprehensive Plan 2024, and (ii) that facilitates the future creation of tax allocation districts, enterprise and opportunity zones, and renders the urban redevelopment district eligible for attracting available grant/loan funding; and (c) to encourage and promote the voluntary redevelopment or rehabilitation of the area by private owners or private enterprise to the maximum extent possible.

DISTRICT DESIGNATION

In order to approve an Urban Redevelopment Project or Plan, the governing body, by resolution, must first determine the boundaries of such district to constitute a "slum area", as defined by O.C.G.A. §36-61-2 (18), and designate such area as appropriate for

an urban development project or projects (the “district”). The boundaries are shown on a map attached hereto as Appendix “B”, which by reference is incorporated herein.

After diligent study of the area by qualified housing consultants, urban planners, economic development specialists, and city staff, occurring over approximately two years, and building upon the findings and conclusions of related studies, such as the Livable Centers Initiative conducted on behalf of the Atlanta Regional Commission, staff recommends the area designated meets the criteria of a “slum area”, as defined by statute.

CODE ENFORCEMENT, INSPECTIONS AND PLANNING

To eliminate existing deteriorated and dilapidated buildings and structures intended for human occupancy, including substandard housing within the proposed district, and to prevent the development and spread of new slum areas, staff recommends the Board provide dedicated funding for a concerted code enforcement, building inspection and planning program, over a period of not less than ten (10) years. Such program will incorporate the diligent enforcement of minimum construction codes, health and life safety codes, zoning and housing ordinances, and the unfit buildings and structures abatement ordinance. The goal of this program is to provide incentive to private property owners to repair, renovate, rehabilitate and maintain properties within the district. The City’s contribution may be through improved infrastructure, transportation, and amenities, such as parks and passive recreational facilities. Where warranted, and when a valid public purpose is determined, the program may recommend acquisition of land and interests therein through the exercise of eminent domain.

The Director of Planning and Development Services shall annually present a proposed program budget, including recommended capital improvements, and the source

of funding for financing its operation, including specific grants, loans and similar funding.

INFRASTRUCTURE IMPROVEMENTS AND SOLID WASTE

The City of Griffin will conduct a comprehensive evaluation of the existing water, sewer, and drainage infrastructure within the Urban Redevelopment Area. The Planning and Development Service Department will work closely with the Public Works & Utilities Department to acquire Community Development Block Grant (CDBG) funding to assist in conducting the replacement of the oldest water and sewer lines in the Urban Redevelopment Area. The Public Works Department will institute a creek/stream cleanup program within the Urban Redevelopment Area, utilizing staff and non-profit organizations, such as the Boy Scouts. Public Works will also provide demolition of all identified substandard housing and structures within the redevelopment area, using city forces.

The Solid Waste Department will provide additional coverage within the redevelopment area to assist with the cleanup and livability. Also, Solid Waste is committed to provide dumping of any and all structures demolished as part of the City's Substandard Housing Abatement Program.

RELOCATION OF DISPLACED PERSONS & FAMILIES

The City of Griffin Planning and Development Services Department certifies it will follow a residential anti-displacement and relocation assistance plan in accordance with the Georgia Relocation Act and the Federal Uniform Relocation Act. Any resident displaced during the construction/reconstruction process of the redevelopment plan will be properly and reasonably assisted with financial needs in order to be housed in

appropriate apartment or rental house space. Costs concerning moving and storage will be reasonably accommodated. While residents are free to re-locate to areas of their choosing, the City of Griffin will endeavor to assist them in locating housing that is convenient to current needs, such as health care, jobs and grocery stores.

Ultimately, new housing will be constructed within the district to accommodate those persons who may be displaced or inconvenienced during redevelopment.

A RESOLUTION

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN, GEORGIA, PURSUANT TO THE POWERS GRANTED AT O.C.G.A. TITLE 36, CHAPTER 61, URBAN REDEVELOPMENT, FINDING AND DECLARING THE NECESSITY WITHIN THE CITY OF GRIFFIN FOR A PLAN OF URBAN REDEVELOPMENT, ADDRESSING THE CONDITIONS THAT CREATE AND PERPETUATE SLUMS AND BLIGHT; DIRECTING THE CITY MANAGER AND HIS STAFF TO FORMULATE AND RECOMMEND A WORKABLE PROGRAM FOR UTILIZING PRIVATE AND PUBLIC RESOURCES TO ELIMINATE AND PREVENT THE DEVELOPMENT AND SPREAD OF SLUMS; IDENTIFYING THOSE AREAS OF THE CITY MEETING THE DEFINITION OF A "SLUM AREA" AS DEFINED AT O.C.G.A. SECTION 36-61-2 (18); AND FOR OTHER PURPOSES.

WHEREAS, the General Assembly of Georgia has found and declared that there exist in the municipalities and counties of this state "slum areas", as defined in paragraph (18) of O.C.G.A. Section 36-61-2, which constitute a serious and growing menace, injurious to the public health, safety, morals and general welfare of the residents of this state;

WHEREAS, this Board of Commissioners finds and declares that within the City of Griffin "slum areas" exist which contribute substantially to the spread of disease and crime, constitute an economic and social liability, substantially impair or arrest sound growth and development of the community, and retard the provision of safe, affordable housing;

WHEREAS, such areas promote juvenile delinquency, consume an excessive proportion of public revenues due to extra levels of service required for police, fire, accident, hospitalization, and other forms of public protection, services and facilities, while contributing little to the taxable income of the state, this municipality, county and school district; and

WHEREAS, this Board further finds and declares that it is an appropriate use and purpose of public revenues, services and facilities, including exercise as warranted of the power of eminent domain, to combat the development and spread of "slum areas" within the City of Griffin through programs and plans which afford and encourage the maximum opportunity feasible for participation by private enterprise in partnership with this City;

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COMMISSIONERS:

1. That one or more slum areas exist within the City of Griffin, as defined by paragraph (18) of O.C.G.A. Section 36-61-2;

Exhibit "A"

2. That the rehabilitation, conservation, or redevelopment, or a combination thereof, of such areas is necessary in the interest of the public health, safety, morals and general welfare of the residents of this municipality.

RESOLVED FURTHER, that the City Manager and his staff are hereby directed to formulate a workable program (general plan) for utilizing appropriate private and public resources to eliminate and prevent the development and spread of “slum areas”, to encourage needed urban rehabilitation, to provide a plan for redevelopment of existing slum areas, and to undertake such activities in conjunction with other public and private agencies as will achieve the objectives of such program. Such program may incorporate the diligent enforcement of construction, zoning and housing ordinances, controls and standards, and compel the repair and rehabilitation of deteriorated or deteriorating structures, including the demolition and removal of dilapidated houses and structures intended for human occupancy. Such program may also include plans for rebuilding and improvement of public infrastructure and facilities, together with a recommended method for financing such improvements. Where warranted, the program may recommend the exercise of eminent domain to secure the necessary lands and interests therein. Said recommendation shall include a fiscal analysis or program budget, including recommended capital improvements, and the source for financing its operation, including specific grants, loans and similar funding sources.

At a minimum, such program shall include a feasible method for the relocation of families who will be displaced by urban redevelopment into decent, safe and sanitary dwelling accommodations, within their means and without undue hardship; such program shall conform to the Comprehensive Plan for the City of Griffin, 2004; and such program shall afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the voluntary redevelopment or rehabilitation of designated urban redevelopment areas by private owners or private enterprise.

RESOLVED FURTHER, that the City Manager and his staff shall recommend to this Board of Commissioners for public hearing and adoption those areas of the city identified as “slum areas” and designating such areas as appropriate for an urban redevelopment project. For each area so identified, the City Manager and his staff shall recommend a specific plan to achieve the objectives of the general urban redevelopment program in order that this Board may, if desired, prioritize the program as recommended.

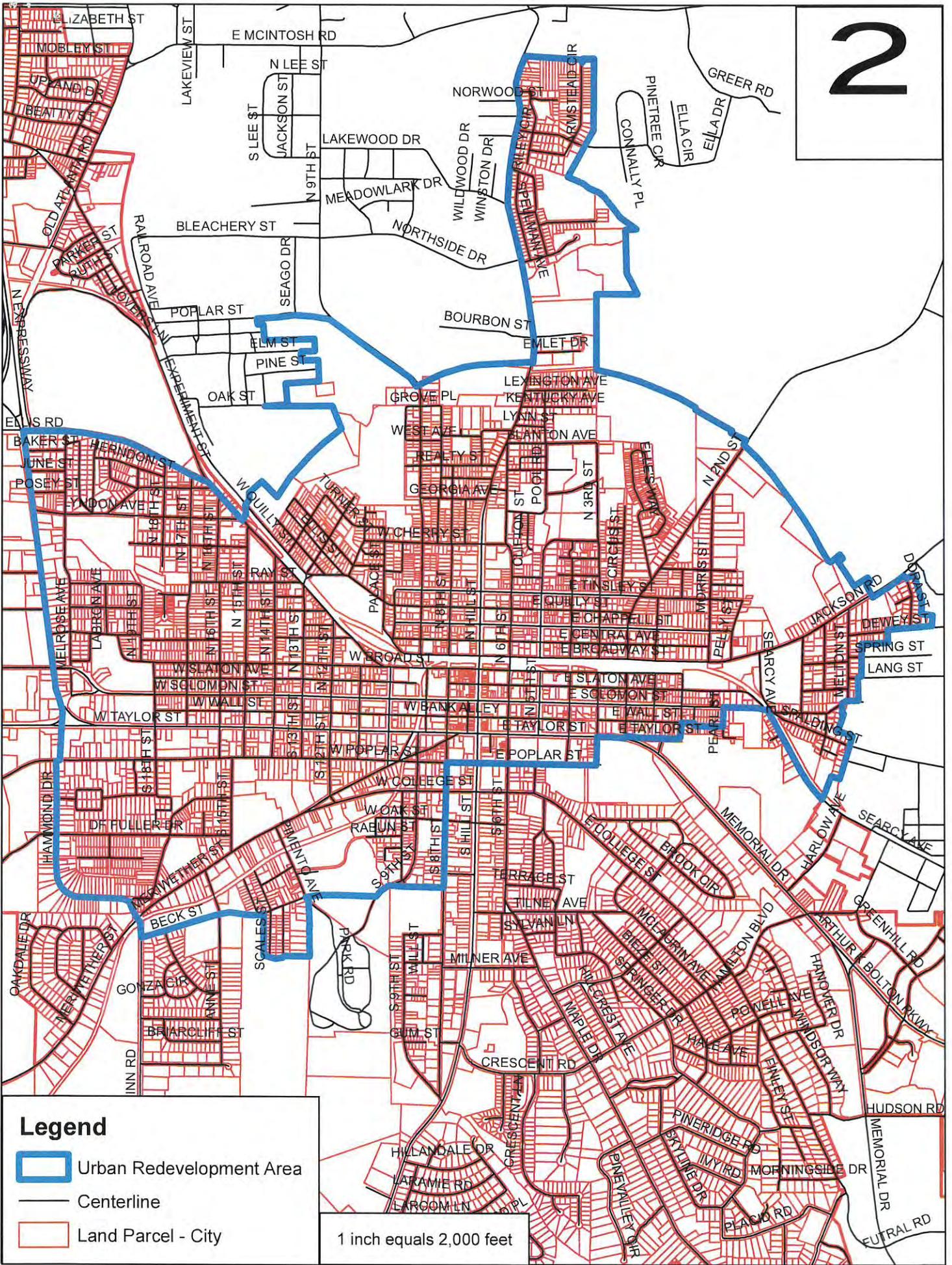
RESOLVED FURTHER, that upon receiving a written report from the City Manager and his staff setting out his recommendations and program, this Board shall conduct a public hearing, upon notice given in the manner described in O.C.G.A. Section 36-61-7(c). Following such public hearing this Board may approve and adopt an urban redevelopment program (general plan), a map identifying those slum areas as now exist within the city or which afford the conditions for increasing slum and blight, and any specific plans recommended for those areas.

SO RESOLVED, this 12th day of July, 2005.

City of Griffin Urban Redevelopment Plan Area



Exhibit "B"





A RESOLUTION

A RESOLUTION APPROVING A REDEVELOPMENT PLAN FOR TAX ALLOCATION DISTRICT #1, CITY OF GRIFFIN: DOWNTOWN GRIFFIN AND NORTH HILL STREET CORRIDOR; ESTABLISHING THE TAX ALLOCATION DISTRICT AND DESIGNATING THE BOUNDARIES THEREOF; ESTABLISHING THE TAX ALLOCATION INCREMENT BASE FOR THE TAX ALLOCATION DISTRICT; ESTABLISHING THE INTENT TO ISSUE AND SELL TAX ALLOCATION BONDS TO EFFECTUATE THE REDEVELOPMENT OF THE DISTRICT; PLEDGING THE POSITIVE AD VALOREM TAX ALLOCATION INCREMENTS DERIVED FROM THE DISTRICT AS SECURITY FOR THE BONDS' REPAYMENT; AUTHORIZING THE BOARD OF COMMISSIONERS TO ACT AS THE REDEVELOPMENT AGENCY TO IMPLEMENT THE REDEVELOPMENT PLAN PURSUANT TO THE REDEVELOPMENT POWERS LAW, O.C.G.A. TITLE 36, CHAPTER 44; AND FOR OTHER PURPOSES.

WHEREAS, the Redevelopment Powers Law, O.G.C.A. 36-44-1, *et seq.*, provides for the exercise of Redevelopment Powers, the adoption of redevelopment plans, and the creation of tax allocation districts by counties and municipalities in the State of Georgia;

WHEREAS, the purpose of the Redevelopment Powers Law is to improve economic and social conditions within substantially underutilized and economically and socially depressed urban areas that contribute to or cause unemployment, limit the tax resources of counties and municipalities while creating a greater demand for governmental services, have a deleterious effect upon the public health, safety, morals, and welfare, and impair or arrest the sound growth of the community;

WHEREAS, Act No. 655 (H.B. 1473, 2008 General Session) was approved by a majority of the qualified electors voting in a referendum held on November 4th, 2008, thereby authorizing the City of Griffin, Georgia (the "City") to exercise the redevelopment powers as contained in the Redevelopment Powers Law;

WHEREAS, by Resolution adopted July 12, 2005, this Board of Commissioners, acting pursuant to the authority of O.C.G.A. Title 36, Chapter 61, Urban Redevelopment, declared the necessity for an urban redevelopment program within the City, based upon a finding of the existence of slum and blight;

WHEREAS, by Resolution adopted December 12, 2007, following a duly advertised public hearing, this Board of Commissioners approved an Urban Redevelopment Program and set boundaries of an Urban Redevelopment District, as

recommended by the City Manager and his staff, directing the City Manager to annually present a program budget;

WHEREAS, in furtherance of its Program, this Board has approved Urban Redevelopment Plans, under O.C.G.A. Title 36, Chapter 61, and designated the boundaries of urban redevelopment areas (within the Urban Redevelopment District) corresponding to each Plan, to-wit:

Downtown Griffin Urban Redevelopment Plan	01/8/08
Thomaston Mills Urban Redevelopment Plan	04/22/08
North Hill Street Corridor Urban Redevelopment Plan	08/12/08

but those urban redevelopment plans did not involve the exercise of redevelopment powers, under O.C.G.A. Title 36, Chapter 44, including creation of a tax allocation district to provide fiscal incentives for redevelopment;

WHEREAS, the Board of Commissioners finds the Downtown Griffin and North Hill Street Corridor Redevelopment Areas, as previously designated, suffer from blighted and underdeveloped land characteristics that contribute to or cause unemployment, limit the tax resources of the City and Spalding County while creating a greater demand for government services, and in general have a deleterious effect on the public health, safety and welfare;

WHEREAS, the Board of Commissioners finds the Downtown Griffin and North Hill Street Corridor Areas are substantially underutilized by containing a substantial number of open or vacant parcels and structures and building of relatively low value compared to the value of other structures and buildings in the vicinity and that the current condition of the area is less desirable than the redevelopment of the area for new commercial, residential, governmental and other uses;

WHEREAS, the Board of Commissioners finds the redevelopment powers in Title 36, Chapter 44 can be effectively exercised to improve economic and social conditions in the Downtown Griffin and North Hill Street Corridor Areas in order to abate or eliminate deleterious effects of its current depressed and underutilized state;

WHEREAS, a Redevelopment Plan, meeting the criteria of O.C.G.A. §36-44-7, for the Downtown Griffin and North Hill Street Corridor Redevelopment Areas has been prepared and submitted to this Board of Commissioners in accordance with the process set forth in the Redevelopment Powers Law and will augment the Urban Redevelopment Program previously approved by this Board of Commissioners for these areas;

WHEREAS, adoption of the Downtown Griffin and North Hill Street Corridor Redevelopment Plan, as previously submitted to this Board of Commissioners, and the creation of Tax Allocation District No. 1 is necessary to redevelop and revitalize these areas through a public/private partnership;

WHEREAS, the Board of Commissioners recognizes that new transportation infrastructure, water, wastewater and stormwater facilities, streets, streetscapes, sidewalks, greenspace and parks, retail, dining and commercial spaces are needed to revitalize these area and create an attractive, economically viable tax base, while lessening the demand for governmental services;

WHEREAS, establishment of a tax allocation district within the Downtown Griffin and North Hill Street Corridor can provide incentives and funding to catalyze redevelopment of the area;

WHEREAS, the Board of Commissioners conducted duly advertised public hearings on December 9, 2008 at 9:00 a.m. and 6:00 p.m. on the Redevelopment Plan and TAD Resolution, as submitted, as required by the Redevelopment Powers Law, and has given due consideration to the comments made therein; and

WHEREAS, the Board of Commissioners now concludes it is in the best interest of the City to approve the Downtown Griffin and North Hill Street Corridor Redevelopment Plan, as submitted, and to create Tax Allocation District No. 1;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN, GEORGIA, AS FOLLOWS:

Section 1. This Board of Commissioners finds and declares that the Downtown Griffin and North Hill Street Corridor Redevelopment Areas, on the whole, have not been subject to sound, quality growth and development through private enterprise and are not reasonably anticipated to develop without the implementation of the Downtown Griffin and North Hill Street Corridor Redevelopment Plan (hereinafter “Redevelopment Plan”).

Section 2. This Board of Commissioners finds and declares that the projects and improvements to be made in the Downtown Griffin and North Hill Street Corridor Redevelopment Areas, as identified in the Redevelopment Plan and their respective Urban Redevelopment Plans, will enhance the values of a substantial portion of other properties within the designated areas and provide incentive for quality growth and development.

Section 3. The Redevelopment Plan, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference, is approved as submitted for the aforesaid areas pursuant to the Redevelopment Powers Law.

Section 4. Tax Allocation District No. 1, City of Griffin: Downtown Griffin and North Hill Street Corridor (hereafter “TAD No. 1”), is hereby established, pursuant to said Redevelopment Plan and the Redevelopment Powers Law, effective December 31, 2008. The boundaries of TAD No. 1 are designated as more particularly shown in Exhibit “B”, attached hereto and by reference incorporated herein. The boundary lines of such contiguous geographic area shall be the centerlines of streets and other identifiable geographic features, such as railroad lines, rivers and watercourses; except where the district boundary is coterminous with the political limits of the City. The district shall include only those whole units of real property assessed for ad valorem tax purposes.

Section 5. TAD No. 1 shall continue in existence until terminated by future resolution of this Board of Commissioners, provided, all redevelopment costs, including financing costs and debt service on any outstanding tax allocation bonds, have been paid in full prior to termination.

Section 6. Property taxes used for computing tax allocation increments shall mean “ad valorem property taxes”, as defined at O.C.G.A. §36-44-3 (1), of the City and Spalding County derived from taxable real properties within TAD No. 1, but shall not include ad valorem taxes levied for educational purposes unless the Griffin-Spalding Board of Education hereafter consents, by resolution. A certified copy of the consent resolution of the Spalding County Board of Commissioners is attached hereto as Exhibit “C”. Based upon the 2007 Tax Digest, the Board of Commissioners hereby estimates the Tax Allocation Increment Base for TAD No. 1 at \$24,960,855. Final determination of the Tax Allocation Increment Base shall be based upon certification by the State Revenue Commissioner, upon written application by the City prior to December 31, 2008.

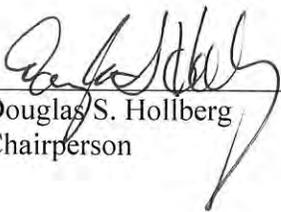
Section 7. The Board of Commissioners hereby designates itself as the City’s redevelopment agency to exercise redevelopment powers as necessary to implement the provisions of the Redevelopment Plan for TAD No. 1 and to effectuate the redevelopment of the Downtown Griffin and North Hill Street Corridor Urban Redevelopment Areas. Any prior delegation of redevelopment powers to another authorized entity is hereby revoked and rescinded.

Section 8. The Board of Commissioners intends to authorize issuance of tax allocation bonds and to use the proceeds of such tax allocation bonds for any and all eligible uses including, without limitation, cost of issuance of the tax allocation bonds; redevelopment costs as defined at O.C.G.A. §36-44-3 (8); refunding any outstanding tax allocation bonds; and any other use allowed by law; provided, however, no tax allocation bonds issued to finance redevelopment costs of TAD No. 1 shall exceed 30 years from their date of issuance. Security for repayment of any tax allocation bonds shall be the positive ad valorem tax allocation increments from City and County ad valorem taxes levied on all taxable real property within the boundaries of TAD No. 1, except taxes levied for educational purposes (unless the Griffin-Spalding County Board of Education consents to use of the same). In such event positive tax increments or other revenues in TAD No. 1’s special fund are insufficient at any time to pay principal and interest on such bonds, the City may use, pledge or otherwise obligate its general funds derived from TAD No. 1 for repayment of bond obligations issued or incurred under Chapter 44 of Title 36.

Section 9. All resolutions and parts thereof in conflict with the foregoing are hereby repealed.

Section 10. This Resolution shall become effective December 31, 2008.

SO RESOLVED this 9th day of December, 2008



Douglas S. Hollberg
Chairperson

CERTIFICATION

I do hereby certify that the foregoing is a true and correct copy of the Resolution duly adopted by the City of Griffin on the date so stated in said Resolution. I further certify that I am the City Clerk and that said Resolution has full force and effect the 31st day of December 2008.

ATTEST:



Kenny L. Smith
City Manager

SPALDING COUNTY BOARD OF COMMISSIONERS

A RESOLUTION CONSENTING TO THE INCLUSION OF CERTAIN SPALDING COUNTY AD VALOREM TAXES IN THE COMPUTATION OF THE TAX ALLOCATION INCREMENT FOR THE CITY OF GRIFFIN TAX ALLOCATION DISTRICT NUMBER ONE- DOWNTOWN GRIFFIN AND NORTH HILL STREET CORRIDOR; AND FOR OTHER PURPOSES.

WHEREAS, the Griffin Board of Commissioners (the “City”), by Resolution adopted on December 9th, 2008, (the City Resolution”), adopted the City of Griffin Redevelopment Plan (the Redevelopment Plan”) and established Tax Allocation District Number One – Downtown Griffin and North Hill Street Corridor within the incorporated portion of Griffin, Spalding County, Georgia (the County”) in the area of the City (the Redevelopment Area”) as shown in the City Resolution, a copy of which is attached hereto as Exhibit “A”; and

WHEREAS, the City Resolution provides that the Downtown Griffin and North Hill Street Corridor TAD was created pursuant to the City’s redevelopment powers as authorized by the Redevelopment Powers Law, O.C.G.A. 26-44-1, et seq., and become effective on December 31, 2008; and

WHEREAS, copies of the City Resolution and the Redevelopment Plan for the TAD have been furnished to the Board of Commissioners of Spalding County; and

WHEREAS, the City made certain finding in the Redevelopment Plan with respect to the Redevelopment Area, including the following:

- a. the Redevelopment Area has not been subject to growth and development through private enterprise and would not reasonably be anticipated to be developed without the approval of the Redevelopment Plan;
- b. the improvement of the Redevelopment Area is likely to enhance the value of a substantial portion of the real property in the district; and

WHEREAS, the City Resolution provides that the City intends to authorize the issuance of tax allocation bonds and other obligations as may be necessary to implement provisions of the Redevelopment Plan; and

WHEREAS, the Redevelopment Powers Law provides that county ad valorem property taxes derived from a municipal tax allocation district may be included in the computation of tax allocation increments of the tax allocation district if the governing body of the county consents to such inclusion by resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Spalding County, Georgia, and it is hereby resolved by the authority of the same as follows:

Section 1. The Board of Commissioner of Spalding County, as permitted by the Redevelopment Powers Law, does hereby consent to inclusion of Spalding County ad valorem taxes on real property within the City of Griffin Tax Allocation District Number One – Downtown Griffin and North Hill Street Corridor, in the computation of the tax allocation increment for the TAD effective as of December 31, 2008.

Section 2. The consent set forth in Section One is given subject to the City and County entering into an Intergovernmental Agreement.

Section 3. All acts and doings of officers, members, officials, agents and employees of the County in conformance with the purpose and intent of this Resolution and in furtherance of the execution, delivery and performance of the Intergovernmental Agreement are hereby approved and confirmed.

Section 4. This Resolution shall be effective immediately upon adoption. All resolution and parts of resolutions in conflict with this resolution are hereby rescinded to the extent of such conflict.

Read and adopted this 17th day of November, 2008.

SIGNED TRUE AND CORRECT:

ATTEST:


Clerk to the Board of Commissioners

By


Chairman

VOTER REGISTRATION & ELECTIONS



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: SPALDING COUNTY

Service: Voter Registration & Elections

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

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

Local Government or Authority	Funding Method
Spalding County	General Funds
City of Griffin	General Funds, Grants, SPLOST
City of Orchard Hill	General Funds
Griffin+Spalding School Board	General Funds

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

Previously Form 2's titled Board of Elections and Voter Registration - these Form 2's were combined.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
IGA Conducting Municipal Elections	Spalding County and City of Griffin	07/10/2012-07/2062
IGA Conducting Municipal Elections	Spalding County and City of Orchard Hill	08/09/2017-08/08/2067

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?

Voter Registration and Elections services are provided in accordance with the State, County, and City Law.

7. Person completing form: **Steve Ledbetter, PhD, County Manager**
 Phone number: **770-467-4224** Date completed: October 27, 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 CONTRACT FOR
CONDUCTING OF MUNICIPAL ELECTIONS BETWEEN
THE CITY OF GRIFFIN, GEORGIA, AND
SPALDING COUNTY, GEORGIA**

THIS AGREEMENT, made and entered this 10 day of ~~June~~^{July}, 2012 by and between the CITY OF GRIFFIN, GEORGIA, a municipal corporation organized and existing under the laws of the State of Georgia ("the City"), and SPALDING COUNTY, a political subdivision of the State of Georgia ("the County"), provides as follows:

WHEREAS, O.C.G.A. § 21-2-50 specifically allows any county and municipality located wholly or partly within such county to contract for the county to, among other things, conduct municipal elections in the same manner as county elections. This instrument shall constitute a binding, legal contract by and between the parties hereto, in accordance with the authority granted by Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia. Each of the parties hereto covenants that it has the requisite legal authority to do all things necessary, convenient and expedient to carry out the obligations and responsibilities herein set forth. Furthermore, for the term of this agreement, all parties agree to exercise good faith and best efforts to adequately and properly perform under the terms of this contract. The parties do further covenant and agree to cooperate fully with the spirit and intent of this contract; and

WHEREAS, the City desires that Spalding County conduct municipal elections for the City of Griffin; and

WHEREAS, the City desires that the County serve as Superintendent for all City elections.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein made, the receipt, adequacy and sufficiency of which are mutually acknowledged, the parties agree to be bound, each unto the other, as follows:

ARTICLE 1.

LEGAL AUTHORITY

Section 1.1 The Official Code of Georgia Annotated Section 21-5-50 specifically authorizes this contract. This instrument shall constitute a binding, legal contract by and between the parties hereto, in accordance with the authority granted by Article IX, Section III, Paragraph I of the 1983

filed, the filing party shall be entitled to petition said court for expedited handling, including shortening of the statutory periods involved for response, discovery and trial. Upon the filing of such action, the parties consent to the entry of an automatic interim injunction to maintain the status quo pending outcome of the proceedings.

Section 2.4 It is the intention of the parties that any action be resolved by means of a "bench trial" conducted by the judge regularly assigned to such case, and the parties expressly waive the right to trial by jury, it being the intention of all parties that any disputes arising hereunder be resolved equitably giving primary consideration to the enforcement of this contract to its fullest extent.

Section 2.5 This agreement may be terminated by either party by giving written notice of its intent to terminate the contract to the other party. The termination shall be effective at the end of the calendar year in which such written notice is given.

ARTICLE 3.

COUNTY TO CONDUCT ALL MUNICIPAL ELECTIONS

Section 3.1 Throughout the term of this contract, it is agreed by the parties that Spalding County shall conduct any and all elections held by the City pursuant to O.C.G.A. § 21-2-40 et seq., and that the County shall perform all duties as superintendent of elections as specified therein. Spalding County's obligation hereunder shall commence on July 10, 2012, _____.

ARTICLE 4.

COMMON EXPENSES

The parties agree that there are certain expenses which are common to conducting an election which would be difficult to determine for each individual election. For the purpose of this contract, the term "common expenses" shall include, but not necessarily be limited to, the costs incurred for ballots, postage, early voting poll workers, advertising public notice, purchasing miscellaneous paper and other supplies necessary for conducting an election. This list is not meant to be exhaustive, but is merely illustrative in nature.

and as amended in state law.

The parties have agreed on the following apportionment of costs for elections as set out below:

1. In those cases where the election is solely a City election and there are no County issues on the ballot, the City will be responsible for 100% of the costs incurred for the election, including the precinct costs set out in Article 5 above.
2. In the event there is a County wide election with no City election issues on the ballot, then the City shall pay none of the costs of the election.
3. In the event that there is an election in which there are both City and County elections and/or issues on the ballot, then and in such event, the City and County agree to prorate those common expenses. The proration of such common expense shall be the same ratio as the ratio of the total number of registered voters in the City as compared to the total number of registered voters in Spalding County. The number of registered voters shall be determined as of the last day to register to vote for that particular election.

ARTICLE 7.

SALARIES FOR THE BOARD OF ELECTIONS

As compensation for the services rendered by the County Board of Elections, the City shall reimburse the general fund of the County for the salaries of the Board of Elections in every odd numbered year, beginning with the year 2013, and each odd numbered year thereafter.

ARTICLE 8.

INSURANCE AND HOLD HARMLESS

Section 5.1 Each party covenants that at the time of execution of this contract, each party has comprehensive liability insurance coverage (or its equivalent through either a program of self-insurance or by participation in an interlocal risk management agency) in an amount not less than \$1,000,000.00 per occurrence, which coverage and amount shall be maintained throughout the

with adequate postage thereon:

To Spalding County:

Chairman, Board of Commissioners
P. O. Box 1087
Griffin, GA 30224

To City of Griffin:

Chairperson, City of Griffin
P. O. Box T
Griffin, GA 30224

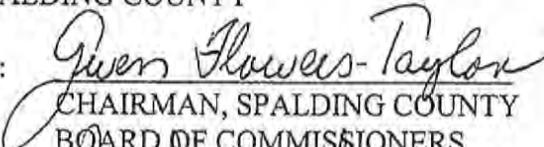
Section 6.8 Time is of the essence of this contract.

Section 6.9 The provisions of this contract are hereby deemed and declared to be severable. If any provisions of this contract, or the application of any provisions to any circumstances, are held to be unconstitutional, unenforceable or invalid, for any reason, the remaining terms, conditions and obligations contained herein shall not be affected thereby and this contract shall otherwise remain in full force and effect.

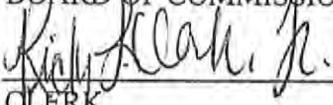
IN WITNESS WHEREOF, the parties hereto, acting through the duly authorized and empowered Chairman or Mayor of the respective governing authority, as attested to by its respective Clerk or Secretary, have executed this Contract, in duplicate originals, under their respective seals, the day and year first above written.

SPALDING COUNTY

By:


CHAIRMAN, SPALDING COUNTY
BOARD OF COMMISSIONERS

Attest:


CLERK

Reviewed:

James R. Fortune, Jr.
County Attorney

CITY OF GRIFFIN

**INTERGOVERNMENTAL CONTRACT FOR
CONDUCTING OF MUNICIPAL ELECTIONS BETWEEN
THE CITY OF ORCHARD HILL, GEORGIA, AND
SPALDING COUNTY, GEORGIA**

THIS AGREEMENT, made and entered this 9th day of August, 2017 by and between the CITY OF ORCHARD HILL, GEORGIA, a municipal corporation organized and existing under the laws of the State of Georgia ("the City"), and SPALDING COUNTY, a political subdivision of the State of Georgia ("the County"), provides as follows:

WHEREAS, O.C.G.A. § 21-2-50 specifically allows any county and municipality located wholly or partly within such county to contract for the county to, among other things, conduct municipal elections in the same manner as county elections. This instrument shall constitute a binding, legal contract by and between the parties hereto, in accordance with the authority granted by Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia. Each of the parties hereto covenants that it has the requisite legal authority to do all things necessary, convenient and expedient to carry out the obligations and responsibilities herein set forth. Furthermore, for the term of this agreement, all parties agree to exercise good faith and best efforts to adequately and properly perform under the terms of this contract. The parties do further covenant and agree to cooperate fully with the spirit and intent of this contract; and

WHEREAS, the City desires that Spalding County conduct municipal elections for the City of Orchard Hill; and

WHEREAS, the City desires that the County serve as Superintendent for all City elections.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein made, the receipt, adequacy and sufficiency of which are mutually acknowledged, the parties agree to be bound, each unto the other, as follows:

ARTICLE 1.

LEGAL AUTHORITY

Section 1.1 The Official Code of Georgia Annotated Section 21-5-50 specifically authorizes this contract. This instrument shall constitute a binding, legal contract by and between the parties hereto, in accordance with the authority granted by Article IX, Section III, Paragraph I of the 1983

filed, the filing party shall be entitled to petition said court for expedited handling, including shortening of the statutory periods involved for response, discovery and trial. Upon the filing of such action, the parties consent to the entry of an automatic interim injunction to maintain the status quo pending outcome of the proceedings.

Section 2.4 It is the intention of the parties that any action be resolved by means of a "bench trial" conducted by the judge regularly assigned to such case, and the parties expressly waive the right to trial by jury, it being the intention of all parties that any disputes arising hereunder be resolved equitably giving primary consideration to the enforcement of this contract to its fullest extent.

Section 2.5 This agreement may be terminated by either party by giving written notice of its intent to terminate the contract to the other party. The termination shall be effective at the end of the calendar year in which such written notice is given.

ARTICLE 3.

COUNTY TO CONDUCT ALL MUNICIPAL ELECTIONS

Section 3.1 Throughout the term of this contract, it is agreed by the parties that Spalding County shall conduct any and all elections held by the City pursuant to O.C.G.A. § 21-2-40 et seq., and that the County shall perform all duties as superintendent of elections as specified therein.

Spalding County's obligation hereunder shall commence on August 9th, 2017
_____.

ARTICLE 4.

COMMON EXPENSES

The parties agree that there are certain expenses which are common to conducting an election which would be difficult to determine for each individual election. For the purpose of this contract, the term "common expenses" shall include, but not necessarily be limited to, the costs incurred for ballots, postage, early voting poll workers, advertising public notice, purchasing miscellaneous paper and other supplies necessary for conducting an election. This list is not meant to be exhaustive, but is merely illustrative in nature.

ARTICLE 7.

INSURANCE AND HOLD HARMLESS

Section 5.1 Each party covenants that at the time of execution of this contract, each party has comprehensive liability insurance coverage (or its equivalent through either a program of self-insurance or by participation in an interlocal risk management agency) in an amount not less than \$1,000,000.00 per occurrence, which coverage and amount shall be maintained throughout the duration of this contract, in as broad a form as possible, providing the entity with a defense and payment of resulting judgments from claims reasonably anticipated or risks likely foreseeable to occur out of the duties and responsibilities herein undertaken.

ARTICLE 8.

MODIFICATION, EXECUTION, TERMINATION OF PRIOR CONTRACTS

Section 6.1 Upon execution of this contract by both parties, in duplicate, a fully-executed original shall be spread upon the minutes of the governing bodies of each party as evidence of its existence. A certified copy by the designated officer of either party shall be fully admissible in lieu of an original in any legal proceeding at which the existence and enforceability of said contract is in issue.

Section 6.2 No modification or amendment of this contract shall be effective unless in writing, approved by all parties, executed by their duly-authorized officers, and spread upon the minutes of the respective governing bodies.

Section 6.3 It is the intention of the parties that this writing represents the full and complete understanding and agreements of the parties to the various matters specifically treated and no further negotiations, amendments or modifications are contemplated at time of execution hereof.

Section 6.4 Future amendments should be limited to matters of material significance affecting the relationship herein established, giving as broad an interpretation as possible to the spirit and intent of this contract when resolving any conflicts that may hereafter arise.

Section 6.5 For purposes of interpretation, all terms used in this contract shall have their

SPALDING COUNTY

By: Bart Miller
CHAIRMAN, SPALDING COUNTY
BOARD OF COMMISSIONERS

Attest: Kathy O. Johnson
CLERK

Reviewed:
James R. Fortune, Jr.
County Attorney

CITY OF ORCHARD HILL

By: Boyd A.
CHAIRMAN

Attest: Harriette Deering
SECRETARY

Reviewed:
Scott Mayfield
City Attorney

Cost for Orchard Hill Municipal General Election/Special Election

				COST
SALARY				
Elections & Registration Staff				\$1,574.76
EQUIPMENT DELIVERY/PICKUP				
(1 day)	141.80/1 Days			\$141.80
LEGAL ADVERTISEMENTS				
Advertise Logic & Accuracy Testing				\$30.00
Publish Call/Qualifying				
PRINTING & BINDING				
Printing Ballot	50 @ \$.40/each + setup & delivery		\$20	
Printing Revised Poll Worker Training Manual			\$20	
TOTAL PRINTING & BINDING				\$40.00
POSTAGE				
Mail of Absentee Ballots, Letters to Poll Workers, Letters to Candidates, etc.				\$34.00
Election Day Poll Workers				
1 Chief Mgr	\$175.00 ea		\$175	
1 Asst Mgr(s)	\$125.00 ea		\$125	
				\$300.00
Advance Voting Poll Workers				
1 Advance Voting Workers	1@ \$75.00/each/15days		\$1,125.00	\$1,125.00
Absentee (paper ballot) Workers(Election Night)				
1 Chief Mar	\$75		\$75.00	
1 Asst Mgr(s)	\$60		\$60	
				\$135.00
GENERAL SUPPLIES & MATERIALS				
				\$50.00
GRAND TOTAL MUNICIPAL GENERAL ELECTION				\$3,430.56

WATER, SEWER, & STORMWATER



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: SPALDING COUNTY

Service: Sewer

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

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

- b.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

- c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

- d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

- e.) Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.): **City of Griffin; Community Services, LLC (Private); Henry County**

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

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

No

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

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

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

Local Government or Authority	Funding Method
Spalding County	Enterprise Funds, Grants, SPLOST, User Fees
City of Griffin	Enterprise Funds, Grants, SPLOST, User Fees
SCWSFA	User Fees, Grants, Bonds

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

Previously Form 2 titled SCWSFA Sewer

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

Agreement Name	Contracting Parties	Effective and Ending Dates
IGA	City of Griffin and SCWSFA	10/01/2021 - 12/31/2025

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?

Force Main Construction Access and Utility Easement Agreement between Minerva and Spalding County extending sewer service from Sun City Peachtree development to Heron Bay development
 Spalding County Service Delivery Strategy update allowing Minerva Properties to extend into Heron Bay development

7. Person completing form: **Steve Ledbetter, PhD, County Manager**
 Phone number: **770-467-4224** Date completed: October 27, 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 SPALDING

**SEWER AGREEMENT:
AN INTERGOVERNMENTAL AGREEMENT
DEFINING THE RELATIONSHIP BETWEEN THE CITY OF GRIFFIN, GEORGIA,
AND THE SPALDING COUNTY WATER AND SEWERAGE FACILITIES AUTHORITY**

THIS AGREEMENT, made and entered this 28th day of SEPTEMBER, 2021, by and between the CITY OF GRIFFIN, a Georgia municipal corporation (hereafter referred to as the “City”), and the SPALDING COUNTY WATER AND SEWERAGE FACILITIES AUTHORITY, a public corporation created by Georgia Laws 1982, p. 498, and amended by Ga. Laws 1988, p. 4822 and Ga. Laws 1993, p. 4863 (hereafter referred to as “SCWSFA”; collectively, the City and SCWSFA are referred to as the “Parties”), provides as follows:

WHEREAS, the City, pursuant to the Constitution and laws of Georgia, specifically its Charter and local or special acts relating thereto, is empowered to own, operate, extend, and maintain a system of collection, treatment and disposal of sanitary sewer and stormwater, and mains and lines through which treated and untreated sewage, is conveyed within and without the City’s municipal boundaries, to the ultimate place for treatment and disposal, and by virtue of such authority owns and operates a system of sanitary sewage collection, treatment and disposal serving said City, and portions of unincorporated Spalding County. The City holds NPDES permits from the Georgia Department of Natural Resources, Environmental Protection Division, to operate its system and wastewater treatment plants in accordance with Federal and State laws and regulations pertaining thereto;

WHEREAS, by authorizing the approval and execution of this Agreement (hereafter referred to as “this Agreement”, or the “2021 Sewer Agreement”), the Parties, acting through their governing bodies, find and conclude it is in the mutual best interest of both parties hereto, to enter into a Sewer Agreement, effective at 12:01 a.m. on October 1, 2021; and

WHEREAS the Spalding County Water and Sewerage Facilities Authority is a public corporation

created for the purpose of acquiring, constructing, equipping, maintaining, and operating water supply, treatment, and distribution facilities and sewage collection, treatment, and disposal within its statutorily defined special district, being comprised of unincorporated Spalding County, pursuant to which said SCWSFA in 1987 undertook to operate the Spalding County Water System, now known and referred to herein as the “SCWSFA Water System”; and

WHEREAS the Spalding County Water and Sewerage Facilities Authority and the City of Griffin agreed in that certain Water Sales Agreement between the parties, entered December 8, 2020, that the connection of the SCWSFA’s Wastewater Treatment Plant #1, also known as the “Springs Industries treatment facility” to the City’s Cabin Creek WWTP was a goal for both parties and is crucial to economic development in all of Spalding County.

NOW, THEREFORE, IN CONSIDERATION OF TEN (\$10.00) DOLLARS, IN HAND PAID, AND THE MUTUAL COVENANTS, WARRANTIES, AND PROMISES HEREIN MADE, THE RECEIPT, ADEQUACY AND SUFFICIENCY OF WHICH ARE MUTUALLY ACKNOWLEDGED, THE PARTIES AGREE TO BE BOUND, EACH UNTO THE OTHER, AS FOLLOWS:

**ARTICLE I
LEGAL AUTHORITY**

This writing shall constitute a binding, legal contract, valid and enforceable against both parties whose signatures shall appear in execution thereof, in accordance with the terms and conditions hereinafter set forth, under the authority granted by Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia, known as the “Intergovernmental Agreements” clause. Payment obligations set forth and established herein shall constitute a general obligation of the party affected to which its full faith and credit is hereby pledged. Each of the Parties covenant that it legally exists, has the requisite legal authority to provide the services contracted, has adequate and ample legal authority to perform the services contracted

or to contract for such services, has adequate fiscal capability and staffing to utilize and provide such services, and otherwise to do all things necessary, convenient, desirable and expedient to carry out and perform the obligations and responsibilities herein set forth, either expressly or by reasonable implication. Furthermore, for the term of this agreement, all Parties agree to exercise good faith and best efforts to adequately fund and carry out such undertakings, including expressly, but without limitation, the power to establish, levy and enforce collection of reasonable rates, fees, and charges for the operation of its respective water supply, treatment and distribution system and the services contemplated by this agreement. The Parties further covenant and agree to cooperate fully with one another in the joint undertakings required to further the spirit and intent of the agreement herein made, including defending this agreement as valid, binding, and enforceable in any proceeding in which it may be in issue, including future bond validation proceedings filed by any party.

The Parties covenant and agree they have fully performed all conditions precedent to execution of this 2021 Sewer Agreement, including obtaining the requisite authority to approve and execute the agreement by resolution of their governing bodies, obtaining any required review and approval in advance of execution by any officer, attorney, or agent of the governing body, and by causing a fully executed original thereof, with the party's corporate seal affixed, to be spread upon the Minutes of the meeting at which this Agreement was approved. Any and all objections or defenses of a procedural or technical nature to the validity and authenticity of this Agreement, or its admissibility in any legal or administrative proceeding is hereby waived.

By entering into this agreement, the Parties agree that the City shall, upon acceptance, acquire ownership of and all property rights to the sanitary sewer system of SCWSFA, excluding the property and improvements of SCWSFA Plant #1, within the designated service district (hereafter the "facilities"), and SCWSFA shall thereafter have no property rights or ownership interest in the facilities or sanitary sewer system within said service district.

**ARTICLE II
TERM OF AGREEMENT**

This Agreement shall become effective at 12:01 a.m. on October 1, 2021 and shall terminate at Midnight on December 31, 2025, unless extended in writing. The term may also terminate before December 31, 2025 if the Authority completes its improvements to the system before that date and the City accepts effluent now flowing to SCWSFA Plant #1 prior to said date. The term of this Agreement is intended to allow a period sufficient for the parties to fully perform this Agreement and allow a smooth transition of service to affected customers.

**ARTICLE III
SCOPE OF AGREEMENT
BOUNDARIES OF SCWSFA PLANT #1 SEWER DISTRICT**

Appended to this Agreement as Exhibit A is a map showing the boundaries of the sewer service district for SCWSFA Plant #1, formerly known as the Springs Industries plant, as served by two (2) lift stations located in the former Highland Mills Village and the former Dundee Mill Village (east of Experiment Street). The entirety of this service district lies in unincorporated Spalding County, Georgia and under the present Spalding County Service Delivery Strategy is assigned to the Authority. The City agrees to take ownership of and accept the facilities within this sewer service district for treatment and disposal of all municipal sanitary sewer effluent generated within this service district and delivered to the point shown on the "Proposed Tie-In To Existing City Manhole" attached hereto as Exhibit A. Said point is located approximately at the intersection of North 9th Street with Cabin Creek. Said treatment and disposal is in accordance with the City's NPDES permit for operation of its Cabin Creek Wastewater Treatment Plant. However, such acceptance of said facilities and treatment of municipal sanitary sewage effluent shall commence only at such time as the requirements set forth in Article IV has been fully performed and certified to the City by a Professional Engineer licensed in the State of Georgia and whose services are acceptable to the City for compliance with this Agreement. As a further condition on acceptance of effluent generated within the service district from any sewage generator located therein, the

City may require pretreatment of effluent by generators of sewage in order to meet the specifications of its permit.

ARTICLE IV IMPROVEMENTS PRECEDENT TO ACCEPTANCE OF SEWAGE

SCWSFA owns the wastewater treatment facility, now known as Plant #1 (being the former industrial sewage treatment plant operated by Dundee Mills, later Springs Industries), two sewer lift stations (located in the former Dundee Mill Village and Highland Mill Village) to convey untreated sewage to Plant #1, and a series of sewer collector mains and lateral lines (located within the service District shown in Exhibit A). The lift stations, together with the sewer collection lines, are referred to in this Agreement as the “facilities”. SCWSFA collects sewage effluent through these facilities and conveys it to Plant #1 for treatment and stream discharge from the treatment works into Cabin Creek. The condition of the facilities varies due to age, obsolescence, lack of routine maintenance, and particularly significant “inflow and infiltration” issues from ground water and stormwater runoff within the service district.

Before the City will accept ownership and transfer of the sewage effluent generated within the service district, SCWSFA agrees, at its sole cost and expense, to make improvements to all of its facilities within the service district, exclusive of Plant #1, in order to bring the facilities into compliance with industry standards, as certified by a Professional Engineer licensed in the State of Georgia, who is acceptable to the City to perform this service. SCWSFA shall pay all costs of said engineering services. It shall be the duty of the Engineer to secure approval of any improvements and design plans from the Environmental Protection Division of the Georgia Department of Natural Resources, as required by law, regulation, or permit. Such improvements shall include measures required to materially reduce the “inflow and infiltration” issues with the facilities, and equipping both lift stations with the necessary communications devices utilized by the City’s GRUNDFOS system. All improvements shall be designed to industry engineering standards and pertinent legal minimum standards, if any. All improvements shall be constructed with suitable quality materials, compatible to those now used by the City on its sewer

system, shall meet all required flows and hydraulics, and shall be properly connected at the point of discharge to the City's existing sewer system. See Exhibit "B", metrics for improvements to be performed, attached hereto.

In addition to the improvements to be made to existing facilities, the Authority shall design and construct a new outfall line from approximately the point where sewer effluent enters Plant #1 to the point where effluent will be joined with the City's system for treatment at Cabin Creek WWTP. See Exhibit "C", Letter from Georgia Department of Natural Resources, Environmental Protection Division, dated August 18, 2021, attached hereto.

Upon acceptance of the work performed by SCWSFA on its Facilities, and certification thereof by the Professional Engineer, the City shall accept municipal sewage effluent generated within the service district, subject to compliance with its permit requirements, and all customers generating sewage to be treated by the City at its Cabin Creek Wastewater Treatment Plant shall become customers of the City. The City shall bill these customers for services at then-existing City rates. There shall be no special rate differential for sewer customers within this service district. As system owner, future maintenance of the facilities within the sewer service district shown on Exhibit A shall be the responsibility of the City.

Following acceptance of the SCWSFA sewer system, the SCWSFA shall cease operation of Plant #1 and commence to decommission said plant. The City will not acquire ownership of said plant and has no future intention of operating said plant on its system. The decommissioning process shall be directed by the Georgia EPD at no cost to the City. All costs of decommissioning the plant shall be borne by SCWSFA.

In order to properly operate and maintain the SCWSFA system, upon its acceptance, SCWSFA shall deliver to the City in proper form a duly executed Quitclaim Deed and Bill of Sale for all assets of the system, including assignment of all deeds and easements heretofore granted in favor of the County of Spalding and/or SCWSFA within which facilities are now existing or in which additional facilities may be constructed. SCWSFA shall also deliver to the City "as-builts" of facilities to be conveyed and any maps, in ".dwg" format, schematics and engineering data of its system, and maintenance manuals.

**ARTICLE V
TIME IS OF THE ESSENCE**

Time is of the essence of this Agreement. The parties agree that SCWSFA shall complete the design and improvement of its Facilities within the service district shown in Exhibit A by no later than December 31, 2025, unless a written extension is granted by the parties before said date. For purposes of seeking financing or other operational purposes, the parties agree that the City will take over operations on or before December 31, 2025, unless certification occurs sooner.

**ARTICLE VI
PERMITS AND NOTIFICATIONS**

To the extent NPDES permits or other approvals are required from Georgia EPD to authorize the changes made by this Agreement, the parties shall apply timely for permit modification. The parties shall also make appropriate revisions to existing budgets and future annual budgets to allow for performance of this Agreement.

**ARTICLE VII
INSURANCE, INDEMNIFICATION AND HOLD HARMLESS**

Each Party covenants that it shall procure and maintain throughout the term of this Agreement a policy of comprehensive liability insurance coverage (or its equivalent through either a program of self-insurance or by participation in an interlocal risk management agency) in an amount not less than \$1,000,000.00 per occurrence, minimum aggregate \$2,000,000.00, in as broad a form as possible to cover liability risks normally associated with ownership and operation of a sanitary sewer system (including, if available, products liability protection, coverage for claims arising out of or in any way connected with any loss or losses resulting from a failure to supply or maintain without interruption sewage treatment to customers, and pollution hazard), providing the entity with a defense and payment of resulting legal judgments from claims reasonably anticipated or risks likely foreseeable to occur out of the duties and responsibility herein undertaken.

In the event a claim is made against the SCWSFA arising out of or resulting from a failure by the

City to perform its obligations under this Agreement, or the negligent performance thereof, the City, to the extent allowed by law, shall indemnify and hold the SCWSFA harmless from such claim, demand, or suit. If a claim, demand, or suit is made against the City arising out of or resulting from a failure by the SCWSFA to perform its obligations under this Agreement, or the negligent performance thereof, the SCWSFA, to the extent allowed by law, agrees to indemnify and hold the City harmless from such claim, demand, or suit. The provisions of this Article cover defense of administrative enforcement or regulatory actions brought by Federal or State agencies against either party, including alleged violations of permits held by the parties.

**ARTICLE VIII
EXECUTION, MODIFICATION, TERMINATION OF PRIOR AGREEMENTS**

(a) This Agreement shall be executed in two (2) original counterparts by both Parties and a fully executed original shall be spread upon the Minutes of the governing body of each party. An exemplified copy by the Secretary, Clerk, or other records custodian of a party, shall be fully admissible in lieu of the original in any legal proceeding in which the existence, authenticity, interpretation, or enforceability of this Agreement is in issue.

(b) No modification or amendment of this Agreement shall be effective unless in writing, approved by both Parties, executed by their duly authorized officers, and spread upon the Minutes of the parties' governing body. It is the intention of the Parties that this writing represents the full, complete, and final understanding and agreement of the Parties as to all substantive matters addressed herein, and no further negotiations, amendments or modifications are contemplated at the time of execution hereof. Future amendments should be limited to matters of material significance affecting the relationship herein established, giving as broad interpretation as possible to the spirit and intent of this Agreement when resolving any conflicts that may arise hereunder.

(c) For purposes of interpretation, all terms used in this Agreement shall have their common and usual meaning or significance, unless such term is a term of art within a professional field or industry, trade, or profession, such as professional engineering or environmental law or regulations. In that event the term used shall have such technical meaning as may be assigned thereto. When statutes or regulations require

specific acts to be performed or dictate the manner of performance, such specifications shall be deemed the minimum standard governing such performance.

(d) Notices given pursuant to this Agreement shall be deemed delivered if either personally served upon and delivered, or if sent by statutory overnight delivery, addressed to:

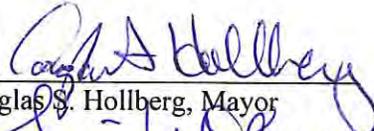
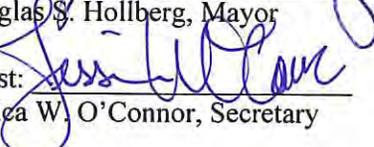
To the City: **City of Griffin, Georgia**
100 S. Hill Street, Third Floor
P.O. Box T, Griffin, GA 30224
Attn: City Manager

To the SCWSFA: **Spalding County Water and Sewerage Facilities Authority**
119 East Solomon Street
Griffin, Georgia 30223
Attn: Chairman

(e) The provisions of this Agreement are hereby deemed and declared to be severable. If any provision of this Agreement, or the application of any provision to any circumstance, is held to be unconstitutional, unenforceable, against public policy, or otherwise invalid, for any reason, the remaining terms, conditions, and obligations contained herein shall not be affected thereby and this Agreement shall otherwise remain in full force and effect as valid, binding, and enforceable.

IN WITNESS WHEREOF, the parties, acting through their duly authorized and empowered chairs of their respective governing bodies, as attested to by their respective clerks or secretaries, and to which their respective official seals have been affixed, have executed this Agreement, in duplicate originals, the day and year first above written.

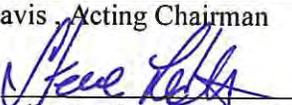
CITY OF GRIFFIN, GEORGIA

By: 
Douglas S. Hollberg, Mayor
Attest: 
Jessica W. O'Connor, Secretary

Approved as to form:


Andrew J. Whalen, III
City Attorney

SPALDING COUNTY WATER AND SEWERAGE FACILITIES AUTHORITY

By: 
Clay Davis, Acting Chairman
Attest: 
Steve Ledbetter, Secretary/Treasurer

Approved as to form:

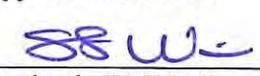

Stephanie W. Windham
SCWA Attorney

EXHIBIT A

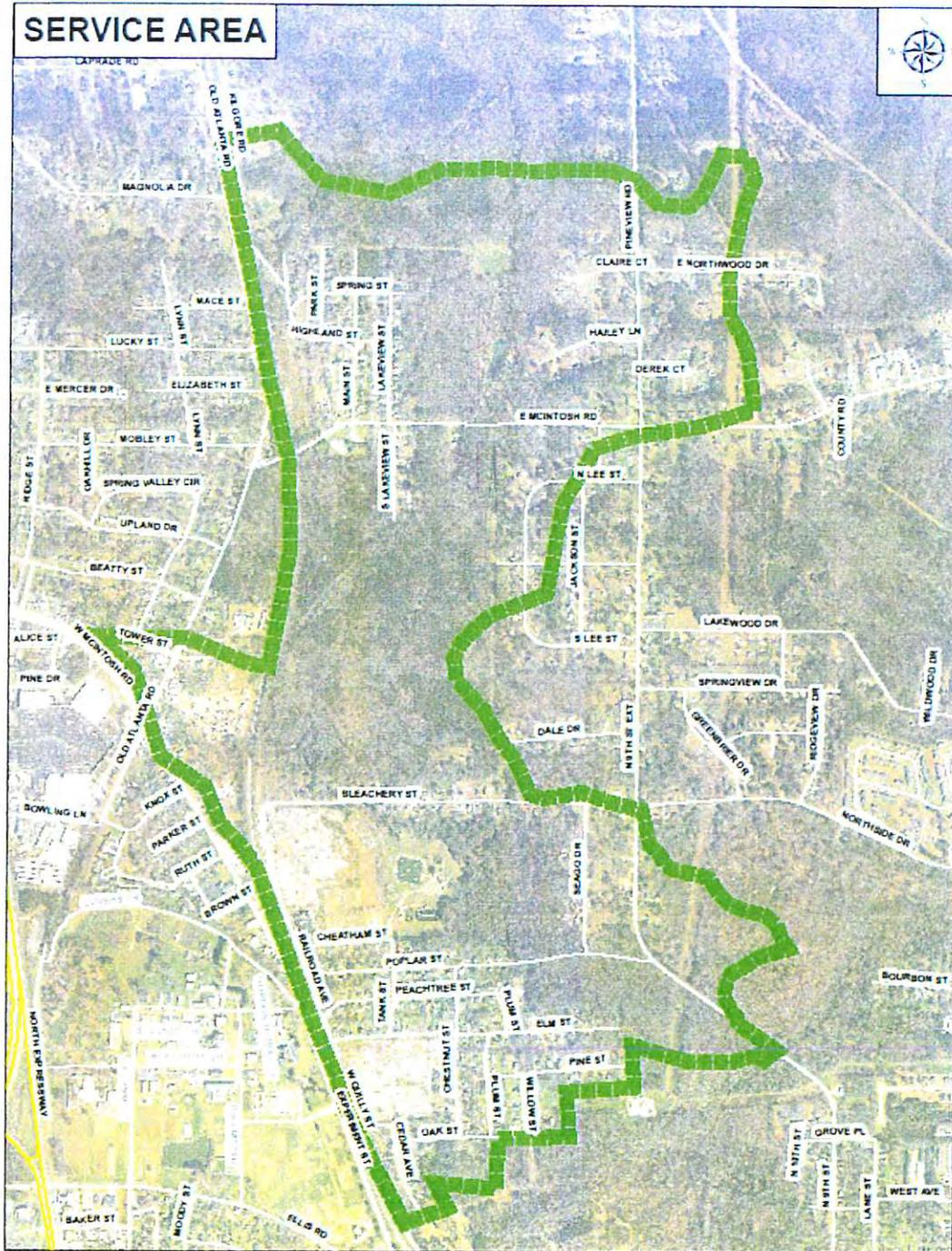


EXHIBIT B

SCWSFA Plant #1 and Customer Service Area

RE: Transfer of Sewer Flows and Customers to City of Griffin

SCWSFA Plant #1 resides in the Cabin Creek drainage basin. There are several metrics that will successfully needed to be met in condition for the transfer of sewerage flows, customer transfers and assets acceptance.

Sewerage Flows

1. There has been significant inflow and infiltration of water to the existing system by SCWSFA engineers. The system comprises of public sewer mains and private laterals. It will be the responsibility of SCWSFA to materially reduce these issues and provide reports and data reflecting the reduction of the I/I issues which will be funded by SCWSFA.

Assets Acceptance

1. All service areas new and existing with infrastructure will be submitted to the City of Griffin's GIS Department for inclusion into the mapping program. These files will be delivered in dwg format.
2. All lift stations associated with the transfer of assets will have Preventive Maintenance (PM) performed and all issues identified in the PM process corrected and brought to industry standards before acceptance.
3. All lift station will include equipment and communication devices as utilized by the city of Griffin's system GRUNDFOS.
4. All schematics and engineering data will be provided to the City of Griffin upon acceptance.
5. SCWSFA will provide all as-builds of outfall line along with all deeds, easements and any other documents for this project.
6. The outfall line must be designed and constructed to industry engineering standards for material, required flows and connections to receiving manholes.
7. All manholes located on Main Street, Lakeview Street, Highland Street, Park Street, North Spring Street, Spring Street, West Northwood Drive and Front Street which are to be rehabilitated will be lined with materials currently utilized by the City of Griffin's rehabilitation program to insure useful life of the asset.
8. All permits associated with SCWSFA Plant #1 will remain in SCWSFA possession.
9. All service connections must have clean out as specified in City Standard Detail 402.09.

EXHIBIT C



Richard E. Dunn, Director

Watershed Protection Branch
2 Martin Luther King, Jr. Drive
Suite 1152, East Tower
Atlanta, Georgia 30334
404-663-1511

August 18, 2021

Honorable Dave Lamb, Chairman
Spalding County Water & Sewerage Facilities Authority
Post Office Box 1087
Griffin, GA 30224

RE Plans and Specifications
Spalding County WSFA – Plant #1
NPDES Permit No. GA0050303
EPD #2021-101
Spalding County

Dear Chairman Lamb

We have completed our review of the Plans and Specifications (P&S) for the above-referenced project, which consists of installing approximately 3,600 linear feet (LF) of 8" diameter ductile iron pipe (DIP) gravity sewer line and 30 LF of 4" DIP force main for the purpose of connecting the Spalding County Water, Sewerage, and Facilities Plant #1 WPCP to the City of Griffin sewer collection system. This will allow the Authority to begin decommissioning the aforementioned facility. The City of Griffin will take ownership of the sewer after construction. We hereby approve the documents for construction.

If you have any questions, please feel free to contact me at (470) 524-0561 or Josh.Hayes@dnr.ga.gov.

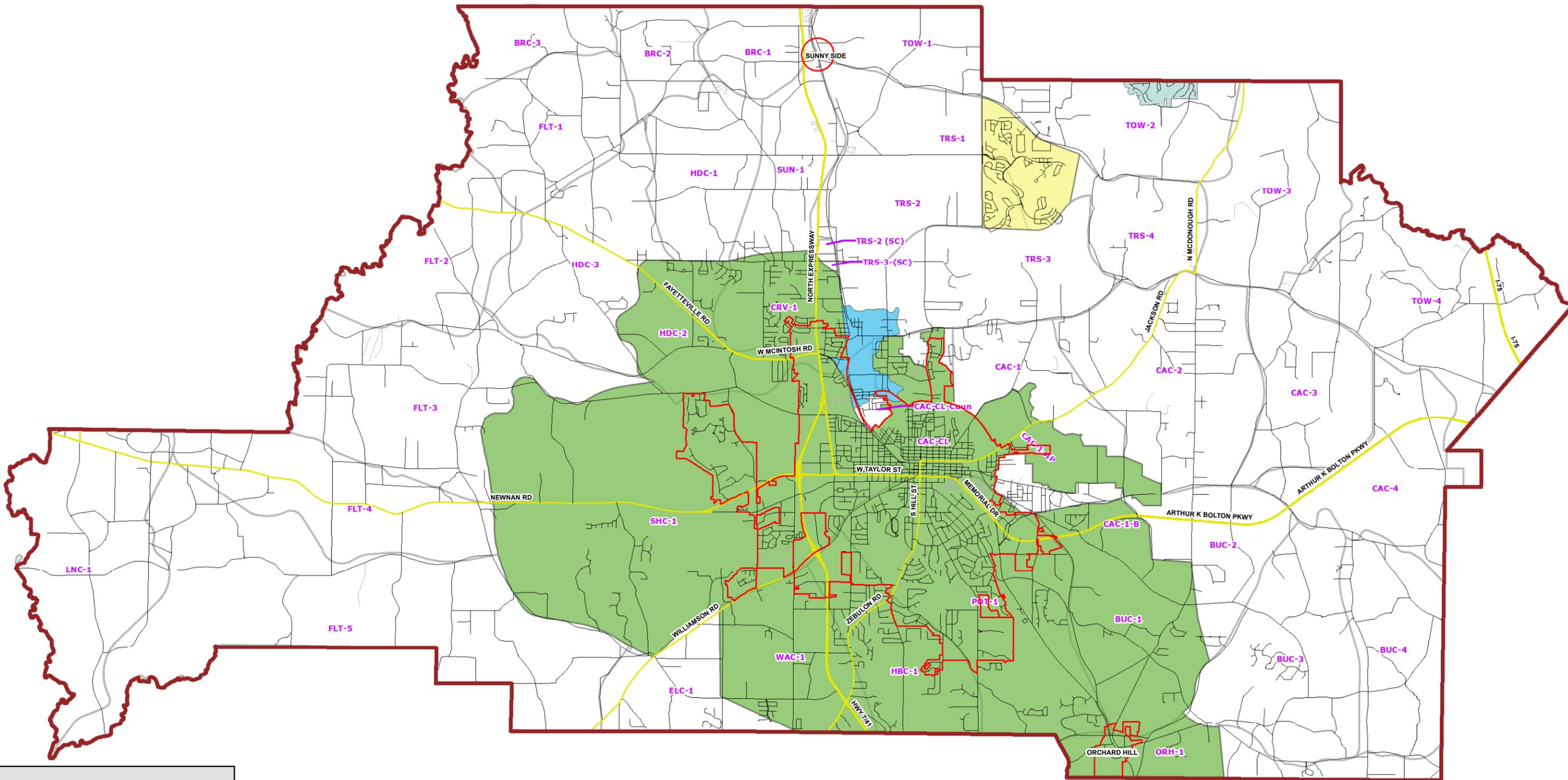
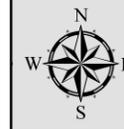
Sincerely,

A handwritten signature in black ink, appearing to read "Josh Hayes".

Josh Hayes
Municipal Permitting Unit
Wastewater Regulatory Program

Cc Brant Keller, City of Griffin (BKeller@cityofgriffin.com)
Joseph Johnson, Paragon Consulting Group, Inc. (jjohnson@pcgeng.com)

Spalding County Sewer Service Areas



Legend

- City of Griffin
- City of Griffin Highland Mills Exhibit B IGA
- Henry County
- Private
- Drainage Basin Boundaries

SPALDING COUNTY

BOARD OF COMMISSIONERS

Edward Goss, Jr., CHAIRMAN
Gwen Flowers-Taylor, VICE CHAIRMAN
Eddie L. Freeman
Johnnie A. McDaniel
David Phillips



COUNTY MANAGER
William P. Wilson, Jr.
COUNTY ATTORNEY
James R. Fortune, Jr.

May 27, 2008

Mr. Brian Davison
Minerva Real Estate Investments
2292 Henderson Mill Road
Atlanta, GA 30345

Re: Force Main Construction, Access and Utility Easement Agreement

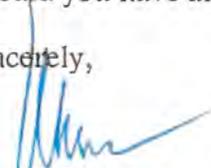
Dear Brian:

The Spalding County Board of Commissioners, at its May 19, 2008 Extraordinary Session, and the Spalding County Water and Sewerage Facilities Authority, at its Special Called Meeting on May 19, 2008, have approved the Force Main Construction, Access and Utility Easement Agreement with Community Services, LLLP, for the sewer line extension project from Sun City to Heron Bay Village Node area.

A copy of that signed agreement is enclosed. At such time as you obtain your signature, we would greatly appreciate it if you would please return a fully executed copy for our files.

Should you have any questions, please do not hesitate to contact me at 770-467-4224.

Sincerely,


William P. Wilson, Jr.
County Manager

/taw

Enclosure

c: Board of Commissioners
Water & Sewerage Facilities Authority Chairman, Dave Lamb
Community Development Director, Chuck Taylor
Water Superintendent, Rocky Kenway
Public Works Director, Jake Garner

ORIGINAL

FORCE MAIN CONSTRUCTION, ACCESS AND UTILITY EASEMENT AGREEMENT

THIS FORCE MAIN CONSTRUCTION, ACCESS, AND UTILITY EASEMENT AGREEMENT (this "Agreement"), is made to be effective as of the 19th day of May 2008 (the "Effective Date"), by and between **SPALDING COUNTY, GEORGIA**, a political subdivision of the State of Georgia ("Spalding County"), the **SPALDING COUNTY WATER AND SEWERAGE FACILITIES AUTHORITY**, a public corporation established by the General Assembly of the State of Georgia ("SCWSFA"), and **COMMUNITY SERVICES, L.L.P.**, a Georgia Limited Liability Limited Partnership ("Community Services"). Spalding County, the SCWSFA and Community Services are each a "Party" to this Agreement and are sometimes referred to herein collectively as the "Parties."

RECITALS

WHEREAS, Community Services is the owner and operator of a certain wastewater treatment facility permitted by the Georgia Department of Natural Resources, Environmental Protection Division located in Spalding County, Georgia (the "Facility");

WHEREAS, Community Services desires to provide wastewater treatment service to certain portions of the mixed-use development partially located, lying and being in Spalding County, Georgia known as "Heron Bay," together with other geographic areas located within Spalding County as Community Services, in its discretion may elect to serve from time to time (the "Service Areas"); and

WHEREAS, Spalding County and the SCWSFA recognize the benefit of having Community Services provide wastewater treatment services to the Service Areas and desire to undertake or cause to be undertaken the actions necessary to facilitate Community Services' provision of such services the Service Areas, which actions include, without limitation, the construction of a force main (the "Heron Bay Line") and certain related wastewater system components and a pump station (collectively, the "Improvements") between the Service Areas and the Facility; and

WHEREAS, the Parties mutually desire to enter into this Agreement for the purpose of defining their respective rights, roles and obligations of with respect to the construction, operation and maintenance of the Heron Bay Line and any Improvements, the conveyance of certain easements and property interests, and the undertaking of certain actions relating thereto;

NOW, THEREFORE, for mutual consideration and the covenants hereinafter set forth, the Parties, intending to be legally bound, hereby agree as follows:

STATEMENT OF AGREEMENT

Article I. CONSTRUCTION OF IMPROVEMENTS AND CONTRIBUTIONS

Section 1.01 Design and Construction. Community Services shall, at its sole cost and expense, design and construct the Heron Bay Line and any necessary Improvements on behalf of Spalding County and the SCWSFA to accommodate the Service Areas. The design and construction of the Heron Bay Line and any Improvements shall comply with applicable local laws and

ordinances and as Community Services deems reasonably appropriate to facilitate the provision of wastewater service to the Service Areas and **such other areas as Community Services may designate from time to time**. Community Services may consult with Spalding County or the SCWSFA with respect to the design and construction planning of the Heron Bay Line and any Improvements.

The total cost and expense of the design and construction of the Heron Bay Line and any Improvements will be borne by Community Services and shall constitute an advance contribution to Spalding County and the SCWSFA in consideration of the irrevocable and perpetual property interests that Spalding County and the SCWSFA agree to grant pursuant to this Agreement (the "Community Services Contribution"). Spalding County and the SCWSFA acknowledge and agree that the Community Services Contribution constitutes good and adequate consideration and sufficiently supports their respective obligations to Community Services as defined in this Agreement.

Section 1.02 **Permits and Authorizations.**

Spalding County shall grant, or, if applicable, apply for and obtain in its name and pursuant to its authority, such permits, approvals, easements, agreements, and other authorizations as may be necessary or appropriate for the construction and installation of the Heron Bay Line and any Improvements (collectively, "Authorizations"), including, without limitation, Authorizations required by Spalding County and the Georgia Department of Transportation ("GDOT"). The Parties specifically acknowledge and agree that Spalding County will be required to allow the installation of the Heron Bay Line within (a) the Teamon Road/Spalding County right-of-way and (b) Smoak Road/Spalding County right-of-way (collectively the "County ROWs"). The Parties additionally acknowledge and agree that GDOT Authorizations will be required to allow the installation of the Heron Bay Line within the Georgia Route 155/GDOT right-of-way (the "GDOT ROW"). Community Services agrees to reimburse Spalding County for all necessary and reasonable charges, if any, from GDOT to Spalding County that directly arise from Spalding County's acquisition of the GDOT Authorizations, *provided however*, that prior to Spalding County incurring such GDOT charges, Spalding County shall provide advance notice of all such GDOT charges to Community Services and provide Community Services the opportunity to approve such charges as necessary and reasonable within the meaning of this Section 1.02, which approval shall not be unreasonably withheld.

To facilitate Spalding County's compliance with the foregoing obligations, Community Services shall provide Spalding County with relevant documentation and information, including design plans, surveys and the like. All Authorization requests, applications, and supporting materials, including those that concern or relate to construction easements or disturbance limits within the County ROWs and the GDOT ROW, are subject to Community Services' prior review and approval.

The Heron Bay Line and any Improvements shall be constructed pursuant to, and in accordance with, all specifications set forth in the applicable Authorizations, including, without limitation, any and all disturbance limits set forth therein, and any rules and regulations related thereto. To the extent required, Spalding County shall facilitate any road closures needed for any

construction activity or work performed by, or on behalf of, Community Services under this Agreement.

Community' Services' obligations and performance under this Agreement are expressly conditioned upon Spalding County's ability to obtain and grant all Authorizations described hereinabove and the ability of both Spalding County and the SCWSFA to obtain and grant all easements and other benefits to Community Services under Article II of this Agreement.

Section 1.03 Date of Commencement. The "Commencement Date" for construction of the Heron Bay Line and any Improvements for the purpose of this Agreement shall be deemed to mean such time when all Authorizations have been issued by applicable governmental authorities and actual construction has commenced beyond preparation. Community Services agrees to enter into a construction contract for the construction and installation of the Heron Bay Line and any Improvements (the "Construction Contract") prior to the Commencement Date.

Section 1.04 Right to Inspect. Community Services shall cause the Heron Bay Line and any Improvements to be completed in a good and workmanlike manner and in compliance with all applicable governmental regulations, requirements and Authorizations. Spalding County and the SCWSFA shall have the right to periodically inspect the construction of the Heron Bay Line and any Improvements from time to time as they may deem necessary and appropriate.

Section 1.05 Completion and Ownership Rights. Upon completion of the construction of the Heron Bay Line and any Improvements, Community Services shall furnish, or cause to be furnished, to Spalding County or the SCWSFA, a complete set of final "as-built" plans for the Heron Bay Line and any Improvements, as applicable. **Upon completion of the Heron Bay Line and any Improvements, Spalding may elect to convey portions of the Heron Bay Line and any Improvements located within the County ROWs or the GDOT ROW to the SCWSFA.**

Section 1.06 Restoration Work. During the construction of the Heron Bay Line and any Improvements, Community Services shall use its best efforts to restore impacted areas within the County ROWs and the GDOT ROW to substantially the same condition as they existed before construction (the "Restoration Work"). Community Services shall fund the cost of the Restoration Work and coordinate its timing to minimize disruption of or interference with surrounding residences, business operations, and traffic patterns.

Section 1.07 Maintenance. Upon the completion of the Heron Bay Line and any Improvements and upon the recordation of the Easements contemplated by Article II of this Agreement, Community Services shall be responsible for the inspection, maintenance, repair and replacement of the Heron Bay Line and any Improvements. Community Services shall complete such inspection, maintenance, repair and replacement with due diligence and in a good and workmanlike manner in accordance with applicable law.

Article II. TITLE AND EASEMENTS

Section 2.01 Ownership. During construction, and at all times thereafter, title to the portions of the Heron Bay Line and any Improvements located within the County ROWs and the

GDOT ROW shall be held by Spalding County and shall at all times be subject to, and burdened by, the irrevocable easement rights granted to Community Services as set forth in this Agreement. Community Services and its successors and assigns shall retain all ownership rights to the portions of the Heron Bay Line or any Improvements not located within the County ROWs or GDOT ROW.

Section 2.02 Easement Grant.

Concurrent with the execution of this Agreement, Spalding County shall grant, bargain and convey to Community Services one or more irrevocable, perpetual, exclusive easements through the portions of the Heron Bay Line and Improvements located in the County ROWs and the GDOT ROW and an irrevocable, perpetual non-exclusive easement, in, on, upon, over, through and across the County ROWs and the GDOT ROW necessary, and for the purpose of, Community Services' installation, use, operation, inspection, maintenance and repair of the Heron Bay Line and any Improvements. The foregoing easements shall be granted and conveyed to Community Services, together with one or more non-exclusive, perpetual easements for ingress and egress to and from and on, over, through and across, the drives and roadways within the County ROWs and the GDOT ROW necessary to access the Heron Bay Line and any Improvements by Community Services (collectively, the "Easements").

The form and content of each Easement shall be subject to Community Services prior review and written approval as to form and content.

Community Services shall incur all costs and expenses associated with surveying, legal description development, document preparation and recording of the Easements. Original, fully executed copies of the Easements granted pursuant to this Section shall be delivered to Community in approved, recordable form on or before the Commencement Date.

Section 2.03 Future Right-of-Way Improvements. If, at any time following the completion of the Heron Bay Line or any Improvements, Spalding County or GDOT deems it necessary to widen or increase the County ROWs and/or the GDOT ROW, upon reasonable notice and request, Community Services, at its sole cost and expense, agrees to relocate, or cause to be relocated, the portions of the Heron Bay Line and any Improvements located within such areas, *provided, however,* that applicable Easements or ROW's are first amended or replaced by comparable easements or ROW's sufficient to accommodate the relocation and continued operation of the Heron Bay Line and Improvements.

Section 2.04 Future Design Modifications. If, at any time following the completion of the Heron Bay Line or any Improvements, Community Services deems it necessary, in its sole and absolute discretion, to install within the County ROW and/or the GDOT ROW, one or more additional force mains or other apparatus, the County agrees and acknowledges that Community Services, upon reasonable notice to the County, shall be permitted to install such force mains or other apparatus at its sole cost and expense in accordance with the obligations, terms and conditions imposed upon the Parties under this Agreement.

Article III. RESERVATION OF RIGHTS BY COMMUNITY

Section 3.01 Tap-in; Service Provision; No Third-Party Beneficiaries. Community Services reserves the right, on behalf of itself and any of its affiliates, successors, designees and assignees under this Agreement, **to withhold, or grant, consent and permission to any third party to tie-on to any portion of the Heron Bay Line.** Nothing set forth in this Agreement shall be construed to foreclose, limit, restrict or otherwise impact in any way, Community Services right to operate and manage the Facility as it, in its sole and absolute discretion, deems necessary or appropriate, subject to applicable law. **Nothing in this Agreement shall require or obligate Community Services to provide service to any party, including any party located or to be located within the Service Area.** The Parties expressly agree and acknowledge that there are to be **no third-party beneficiaries to this Agreement.**

Section 3.02 Sale of Sewer Taps. Community Services reserves the right to require all builders building within the Heron Bay Development to buy sewer taps directly from Community Services. Spalding County agrees that it shall not sell sewer taps to any builder building within the immediate vicinity of the Heron Bay Line, and further that Spalding County shall cooperate in the sale of the sewer taps only as they relate to directing purchase of sewer taps by builders from Community Services.

Article IV. DEFAULT

Section 4.01 Default; Limitation of Liability. An "Event of Default" under this Agreement by any Party (the "Defaulting Party") shall be deemed to have occurred upon the failure to observe or perform any of the covenants, conditions or obligations of this Agreement within thirty (30) days after receiving written notice from another Party specifying the nature of such failure, provided that if such covenant, condition or obligation shall be of such nature that it can be fulfilled or performed and if the Defaulting Party in good faith commences to fulfill or perform same within said thirty (30) day period, but due to the nature of same it could not be reasonably fulfilled or completely performed within said thirty (30) day period exercising due diligence, an Event of Default shall not be deemed to have occurred if the Defaulting Party is then diligently pursuing the fulfillment or performance thereof and shall thereafter continuously and diligently proceed therewith until completion.

If any Party commits an Event of Default, then the Party to whose benefit the breached covenant runs (the "Non-Defaulting Party") shall have all remedies available under this Agreement at law or in equity (including, without limitation, the right to specific performance and injunctive relief). Additionally, if the Event of Default is the failure to reimburse amounts due hereunder, then the amount to be reimbursed by the Defaulting Party shall bear interest from the date due at the rate of the lesser of (i) twelve percent (12%) per annum, or (ii) the highest rate allowed by applicable law.

Furthermore, and notwithstanding anything contained to the contrary in any other provision hereof, the monetary liability of any Defaulting Party shall be limited to the actual costs of performing and fulfilling any obligation for which such Defaulting Party is responsible hereunder, and the allocable portion of costs and expenses for which the Defaulting Party is responsible pursuant to this Agreement, together with interest thereon at the lesser of (i) twelve percent (12%)

per annum or (ii) the highest rate allowed by applicable law, and all costs incurred in collecting such amounts, including reasonable attorneys' fees actually incurred.

Section 4.02 Injunctive and Other Remedies. In the event of a threatened breach or default by any Party of any obligation of this Agreement, the other Parties shall be entitled to obtain an order specifically enforcing the performance of such obligation or an injunction prohibiting any such breach. In such event, the Parties hereby acknowledge the inadequacy of legal remedies and the irreparable harm which would be caused by any such breach or threatened breach and/or relief by other available legal and equitable remedies from the consequences of such breach or threatened breach.

Section 4.03 Nonwaiver. No delay or omission of any Party in the exercise of any right accruing upon any default of another Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Party of a breach of, or a default in, any of the terms and conditions of this Agreement by the other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. Except as otherwise specifically provided in this Agreement, (a) no remedy provided in this Agreement shall be exclusive but each shall be cumulative with all other remedies provided in this Agreement and (b) all remedies under this Agreement, at law or in equity shall be available.

Section 4.04 Non-terminable Agreement. No breach or default of the provisions of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner whatsoever, any other rights or remedies which any party may have hereunder by reason of any breach of the provisions of this Agreement.

Section 4.05 Force Majeure. No Party is liable for failure to perform (except with respect to payment obligations) solely caused by unavoidable casualty, delays in delivery of materials, embargoes, government orders, acts of civil or military authorities, acts by common carriers, emergency conditions (including weather conditions) incompatible with safety or good quality workmanship, or any similar unforeseen event that renders performance commercially implausible. If an event of Force Majeure occurs, the Party injured by another's inability to perform may suspend the Agreement, in whole or part, for the duration of the Force Majeure circumstances. A Party experiencing the Force Majeure circumstances shall cooperate with and assist the injured Party in all reasonable ways to minimize the impact of Force Majeure on the injured Party, which may include locating and arranging substitute services if necessary.

Article V. FUNDING AND AUTHORIZATIONS

Section 5.01 No Further Authorizations Required. This Agreement is expressly authorized by Spalding County and the SCWSFA, and all other applicable authorities, and no further resolutions or approvals are required in order for Spalding County or the SCWSFA to carry out their obligations under this Agreement. Spalding County and the SCWSFA represent and warrant that the Easements may be granted and that the Community Services Contribution may be accepted without further approval, resolution, public notice, or any other undertaking by Spalding County or the SCWSFA.

Section 5.02 Building Permits. As of the Effective Date of this Agreement, Spalding County agrees that no building permit for construction within Heron Bay will be denied due to the lack of sewer service; however, a certificate of occupancy shall not be issued until sewer service is operational.

Article VI. SUBCONTRACTS

The Parties shall each be responsible for the work undertaken by their respective employees, agents, subcontractors and designees. Nothing contained in this Agreement shall create any contractual relationship between a Party and another Party's employees, agents, subcontractors or designees.

Article VII. ASSIGNMENT OF AGREEMENT

Community Services shall have the right to assign its rights and obligations under this Agreement, whether in part or in whole, to any party without prior consent, including, without limitation, assignment to related or unrelated affiliates, successors, assigns, trustees, or governmental authorities.

Article VIII. NOTICES

Any notices which may be permitted or required under the terms and provisions of this Agreement shall be in writing and shall be deemed to have been duly given, except as otherwise provided in this Agreement, as of the date and time the same are received by the Party to whom the notices are sent. If any Party provides for a copy (or copies) of such notice to be delivered as set forth below, notice to such Party shall be deemed given only in the event such copy (or copies) are also deemed received. Such notices shall be deemed received upon hand delivery or by Federal Express or equivalent courier and evidenced by a notation on the records of that courier that such notices were delivered to the parties at the following addresses or if sent by facsimile, upon receipt of written confirmation from the transmitting facsimile machine that such notices were delivered to the parties at the following facsimile numbers:

To Community Services:

Community Services, L.L.L.P.
Attention: Mr. Brian Davison
2292 Henderson Mill Road
Atlanta, Georgia 30345
Telephone No.: 678/808/8000
Facsimile No.: 678/808/8001
E-Mail: bdavison@minerva-usa.com

and

Community Services, L.L.L.P.
Attention: Mr. Joe Harris
2292 Henderson Mill Road
Atlanta, Georgia 30345
Telephone No.: 678/808/8000

Facsimile No.: 678/808/8001

E-Mail: jharris@minerva-usa.com

With a copy to:

Epstein Becker & Green, P.C.
Attention: Daniel H. Sherman IV, Esq.
Resurgens Plaza
Suite 2700
945 East Paces Ferry Road
Atlanta, Georgia 30326
Telephone No.: (404) 923-9038
Facsimile No.: (404) 923-9938
E-Mail: dhsherman@ebglaw.com

To Spalding County:

Spalding County Board of Commissioners
Attn: County Manager
P O Box 1087
Griffin, GA 30224
Telephone: 770-467-4233
Facsimile: 770-467-4227
E-Mail: wwilson@spaldingcounty.com

To SCWSA:

Spalding County Water & Sewerage Facilities Authority
P O Box 1087
Griffin, GA 30224
Telephone: 770-467-47233
Facsimile: 770-467-4227

With a copy to:

Beck, Owen and Murray
One Griffin Center - Suite 600
Griffin, GA 30223
Attn: James R. Fortune, Jr., Esq.
Telephone: 770-227-4000
Facsimile: 770-229-8524
E-Mail: jfortune@beckowen.com

ENTIRE AGREEMENT

This Agreement, including the documents incorporated herein by reference, set forth the entire agreement of the Parties with respect to the subject matter hereof. No change, modification, or attempted waiver of this Agreement or of any of its provisions shall be of any effect unless in writing and duly signed on behalf of the party against which it is sought to be enforced. This Agreement shall be binding upon the parties and upon their respective heirs, executors, administrators, personal representatives; successors, and assigns.

Article IX. FURTHER ASSURANCES

On and after the Effective Date, the Parties shall, at the request of the other, make, execute and deliver or obtain and deliver all such certificates, resolutions and instruments and documents, and shall do or cause to be done all such other things which any party may reasonably require to effectuate the provisions and the intention of this Agreement.

Article X. NON-DEDICATION

Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of any property to the general public or for any public use or purpose whatsoever, it being the intention of the Parties hereto that nothing in this Agreement, expressed or implied, shall confer upon any person, other than the Parties hereto and their respective heirs, successors, grantees, and assigns, any rights or remedies under or by reason of this Agreement.

Article XI. NO PARTNERSHIP OR JOINT VENTURE

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, nor to impose any partnership obligations or liabilities on either Party. Furthermore, no Party shall have any right, power or authority to enter into any agreement or undertaking for or on behalf of, to act as or be an agent or representative of, or to otherwise bind any other Party.

Article XII. DURATION

This Agreement and the Easements, rights, restrictions, obligations and liabilities hereby and hereunder created shall be perpetual to the extent permitted by law, unless otherwise provided herein.

Article XIII. SURVIVAL

This Agreement shall survive the Community Services Contribution and the construction of the Heron Bay Line and any Improvements.

Article XIV. MISCELLANEOUS

Section 14.01 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to conflicts of law provisions. Venue for all actions or claims arising from this Agreement shall be the courts of general jurisdiction in Spalding County, Georgia.

This Agreement is subject to the rules, regulations, orders and other requirements, nor or hereafter in effect, of all governmental authorities having jurisdiction over this Agreement, the Parties or any of them, provided, however, that the provisions of this Agreement shall not be amended, modified or abrogated by any rules, regulations, order or other requirements promulgated, enacted or issued by Spalding or any other governmental entity after the Effective Date of this Agreement.

Section 14.02 Severability. If all or any portion of any provision of this Agreement shall be declared invalid or unenforceable under applicable laws, then the performance of such portion shall be excused to the extent of such invalidity or unenforceability, but the remainder of this Agreement shall remain in full force and effect; *provided, however*, that if the excused performance of such unenforceable provision shall materially and adversely affect the interest of either Party, the Party so affected shall have the right to terminate this agreement by written notice thereof to the other Party, whereupon this Agreement shall become null and void and of no further force or effect.

Section 14.03 Exhibits. Whenever in this Agreement there is any reference to any article, section or exhibit, unless the context shall clearly indicate otherwise, such reference shall be interpreted to refer to an article, section, or exhibit in or to this Agreement. Each exhibit referred to in this Agreement is hereby incorporated herein by reference and made a part of this Agreement in the same manner as if it were restated verbatim herein.

Section 14.04 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one and the same Agreement.

Section 14.05 Amendments. Any amendment to this Agreement must be in writing and signed by all Parties.

Section 14.06 Construction of Agreement. The Parties acknowledge that each Party and its counsel have participated in the negotiation and preparation of this Agreement. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the Party causing the agreement to be drafted.

Section 14.07 Number and Gender. All words and phrases used in this Agreement including, without limitation, all defined words and phrases, regardless of the number or gender used therein, shall be deemed to include any other number or gender as may be reasonably required by the context. If any Party to this Agreement is designated in this Agreement to be more than one person, then in such event, each Person so designated shall be jointly and severally liable for all duties, obligations and liabilities of such party hereunder.

[Signatures Continued On Next Page]

IN WITNESS WHEREOF, the authorized representatives of the Parties have respectively caused this Agreement to be entered into on behalf of the Parties and the seals of the Parties to be affixed hereto on the date and year first above written.

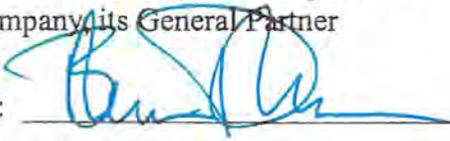
COMMUNITY SERVICES:

COMMUNITY SERVICES, L.L.L.P.

Witness

a Georgia Limited Liability Limited Partnership

By: MBABGP, a Georgia Limited Liability Company, its General Partner

By:  _____

Name: Brian Davison

Title: Manager

SPALDING COUNTY:

SPALDING COUNTY, GEORGIA, a political subdivision of the State of Georgia

Witness

By:  _____

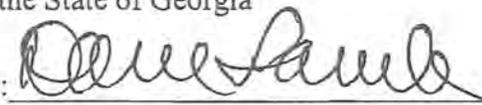
Name: Edward Goss, Jr.

Title: Chairman, Board of Commissioners

SPALDING COUNTY WATER AND SEWERAGE FACILITIES AUTHORITY:

SPALDING COUNTY WATER AND SEWERAGE FACILITIES AUTHORITY, public corporation established by the General Assembly of the State of Georgia

Witness

By:  _____

Name: Dave Lamb

Title: Chairman, Spalding County Water and Sewerage Facilities Authority

LAW OFFICES
MULLINS, WHALEN & WESTBURY
101 SOUTH HILL STREET
POST OFFICE BOX 133

Received by
SHT @ 11:30 AM
13 May 04

GRIFFIN, GEORGIA 30224-0133

RICHARD L. MULLINS
ANDREW J. WHALEN, III
JAMES R. WESTBURY, JR.
VIRGINIA SHAPARD MARTIN
SHEETUL SHETH WALL

TELEPHONE (770) 227-9456
FAX (770) 228-9873
EMAIL: MullinsWhalen@MSN.com

May 13, 2004

James R. Fortune, Jr.
Spalding County Attorney
Beck, Owen & Murray
Griffin, Georgia 30223

HAND DELIVERED

Re: Spalding County Service Delivery Strategy
Minerva Properties' Heron Bay project

Dear Jim:

Since speaking to you and William Wilson this morning concerning the Henry County Water and Sewer Authority (HCWSA) serving water and sewer to the portion of the new Heron Bay development in Spalding County, I have reviewed my file and spoken briefly with City Manager Kenny Smith. None of what I am suggesting herein has been reviewed or authorized by the Board of City Commissioners.

To summarize the facts, in September 2001, former Assistant County Manager Michael Sabine had a conversation with me concerning this proposed project and whether it was feasible for the City of Griffin to provide sewer service for this development. Being familiar with the existing limitations on the City's sewer capacity and knowing that HCWSA would be serving sewer in the Henry County portion of this project, I agreed with Michael that it would not be feasible for the City of Griffin to provide sewer in this area. We discussed the need for an amendment to the Spalding County Service Delivery Strategy, which I understood Michael would prepare and send to me for presentation to the City Commission. Apparently, no proposed amendment was ever prepared and this matter somewhat fell aside to other more pressing issues.

Late last year, during a meeting with Minerva Properties concerning the need for sewer for another proposed development in the Teamon Road area, Brant Keller and I learned that Heron Bay was progressing with the intent that HCWSA would serve the entire development with both water and sewer. Of the 1150 acres in this development, 207 acres lie in Spalding County. Of this acreage, approximately 185 acres will be golf course, with the remaining acreage subject to future residential development. In a meeting with you and William Wilson on December 3, 2003, City staff advised of its recommendation to object to any water service within Spalding County by HCWSA, with the understanding staff would favorably recommend the Service Delivery Strategy be amended to recognize

the sewer service for this project by HCWSA. We reiterated that staff position in a subsequent meeting of the City-County Sewer Taskforce earlier this year.

From our conversation today, I learned that Spalding County is expected to give Minerva final plat approval next week and that the developer has already installed water and sewer lines to be served by the HCWSA system. I recognize the position this places Spalding County in and the fact that apparently County staff thought this issue had been resolved by Mr. Sabine before he left to work for Henry County.

Let me first say that the City staff strongly believes it is a long-range mistake for Spalding County to allow any other public water system to operate within its boundaries. From reading the 1995 contract for water supply between the City and County it is evident the County and its Authority at the time of negotiating this contract contemplated extending its system to serve all of Spalding County in the future. Likewise, the City agreed to be the exclusive supplier of treated drinking water to the Spalding County system and has planned and financed substantial improvements based upon the expected population growth of the County, with the County Water System as the only service provider. Recently, our engineer in consultation with County staff has estimated the cost of extending a Spalding County water line to serve this development. We believe that the estimated cost, when considered in the light of connection fees and charges to be paid by the new users, is both feasible and practical.

With that said, the Service Delivery Strategies Act, O.C.G.A. Sec. 36-70-20, *et seq.*, requires the Strategy identify **all** services provided or to be provided within the County, the entity providing such service, a description of the geographic area in which that entity shall serve, and the funding method. As there has been no amendment of the present Strategy to recognize the provision of any services within Spalding County by the HCWSA, City staff has no choice but to recommend our Board of Commissioners object until the Strategy is formally amended.

In discussing this matter with City Manager Kenny Smith, we feel it is appropriate to propose an interim solution that would not impede development by Minerva, considering the fact it may take at least another year before new residences within the Spalding County portion of the subdivision are built and occupied. Our proposed solution is to allow water service by HCWSA for a limited period, through and to include June 30, 2005, during which time Spalding County and/or its Authority constructs a new water line to serve this area. On July 1, 2005, water service would be switched to the County Water System who will retain all existing and future customers within Spalding County.

In making this proposal, I can assure you that the City is not looking to be difficult or to simply create a problem. We strongly believe this is a positive solution in the best long-range interest of all Spalding County citizens and taxpayers. While we wish the City of Griffin could provide more sewer service in the unincorporated areas of the County, we realistically understand it is simply not feasible at this time, and it best serves the community's interest for sewer to be provided by other entities.

Please review this proposal with William Wilson and your Commissioners and let us have your response as soon as possible. The City and County are fast approaching the deadline for revising the Strategy anyway to comply with the October 2004 mandate for updating their Comprehensive Plans and the Strategy. We would like to wrap all these issues up amicably and be able to move forward, jointly, towards the future.

Sincerely,

A handwritten signature in cursive script, appearing to read "Andrew".

Andrew J. Whalen, III
City Attorney for the
City of Griffin, Georgia

Cc: Kenny L. Smith
City Manager

SPALDING COUNTY

H. Merrill Massengale, CHAIRMAN
Johnie A. McDaniel, VICE CHAIRMAN
M. Michael Kendall
Martha W. McDaniel
Dick Morrow



September 20, 2001

Mr. Andrew Whalen III
Mullins, Whalen and Westbury
101 South Hill Street
Griffin, Georgia 30223

Dear Mr. Whalen:

I appreciated the opportunity to speak with you Tuesday morning the 18th regarding the proposed Minerva properties (Heron Bay) development. As discussed, Henry County Water and Sewer Authority (HCWSA) plans to serve this specific development, since approximately eighty percent of the overall planned community is located in Henry County, with the balance in Spalding County.

I agree that logistics favor Henry County servicing this particular development, not only because of its predominately Henry County location, but also due to the considerable distance between existing facilities in Griffin or Spalding County and the Minerva project.

As further discussed, Spalding County will not contract or have any formal affiliation with HCWSA regarding this project. HCWSA is serving the entire project since the preponderance of the project is within Henry County.

Finally, I agree with you that while it is appropriate for HCWSA to serve the specific Minerva project, it would not be appropriate to contemplate additional service in that area. Any modifications outside the particular Minerva project would naturally require an amendment to our service delivery strategy, as noted.

If I may be of any additional assistance, feel free to contact me. Similarly, should you recall our conversation in a contrary manner, please advise as soon as possible.

With best regards, I am

Sincerely,

Handwritten signature of Michael E. Sabine in cursive.

Michael E. Sabine
Assistant County Manager

Cc: Minerva project file

*Drew -
Here is a copy of the
letter from our conversation
Tuesday AM that I promised
to write. Hard copy to follow -
let me know if you have
questions. MEL*



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: SPALDING COUNTY

Service: Water

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

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

- b.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

- c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

- d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

- e.) Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.): **City of Griffin, Spalding County Water & Sewerage Facilities Authority (SCWSFA), Henry County Water Authority. These three are the only water providers within the county. The included Water Service Delivery Area Map highlights within the Legend the jurisdictional water customers connected to these three service providers.**

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.).

Local Government or Authority	Funding Method
Spalding County	SPLOST
City of Griffin	Enterprise Funds, Grants, SPLOST, User Fees, Bonds
SCWSFA	User Fees, Grants, Bonds
Henry County Water Authority	User Fees, Grants, Bonds

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

Previously Form 2 titled SCWSFA Water Distribution

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Water Sales Agreement	Spalding County Water & Sewerage Facility Authority and City of Griffin	01/01/2020 - 12/31/2045

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?

Board of Commissioners Minutes (Book O, Page 6, February 5, 2001) - Heron Bay Project to be served by Henry County Water Authority

7. Person completing form: **Steve Ledbetter, PhD, County Manager**
 Phone number: **770-467-4224** Date completed: October 27, 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:

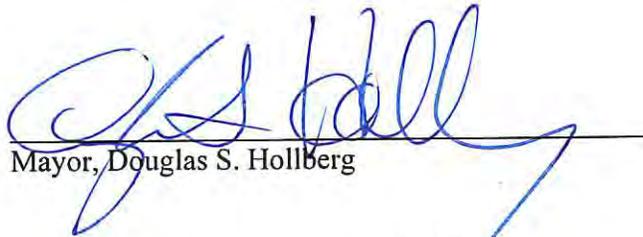
A RESOLUTION

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN, GEORGIA, APPROVING THE WATER SALES AGREEMENT AND INTERGOVERNMENTAL AGREEMENT DEFINING THE RELATIONSHIP BETWEEN THE CITY OF GRIFFIN, GEORGIA AND THE SPALDING COUNTY WATER AND SEWERAGE FACILITIES AUTHORITY; AND FOR OTHER PURPOSES.

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN, GEORGIA, that the Water Sales Agreement and Intergovernmental Agreement Defining the Relationship Between the City of Griffin, Georgia and the Spalding County Water and Sewerage Facilities Authority (hereinafter the "Agreement") is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor, City Manager, and City Attorney are hereby authorized to execute the Agreement and any other necessary documents associated with the Agreement.

SO RESOLVED, this 8th day of December 2020.



Mayor, Douglas S. Hollberg

(CITY SEAL)

ATTEST:



Kenny L. Smith, Secretary

STATE OF GEORGIA

COUNTY OF SPALDING

**WATER SALES AGREEMENT
AND INTERGOVERNMENTAL AGREEMENT
DEFINING THE RELATIONSHIP BETWEEN THE CITY OF GRIFFIN, GEORGIA,
AND THE SPALDING COUNTY WATER AND SEWERAGE FACILITIES AUTHORITY**

THIS AGREEMENT, made and entered this 9TH day of December, 2020, by and between the CITY OF GRIFFIN, a Georgia municipal corporation (hereafter referred to as the “City”), and the SPALDING COUNTY WATER AND SEWERAGE FACILITIES AUTHORITY, a public corporation created by Georgia Laws 1982, p. 4987, and amended by Ga. Laws 1988, p. 4822 and Ga. Laws 1993, p. 4863 (hereafter referred to as “SCWA”; collectively, the City and SCWA are referred to as the “Parties”), provides as follows:

WHEREAS, the City, pursuant to its Charter and general laws, is empowered to own, operate, extend, and maintain a system of water supply, treatment, and distribution lines within and without its municipal boundaries, and by virtue of such authority owns and operates both a retail system of water supply, treatment and distribution throughout said City, and in portions of unincorporated Spalding County, and owns and operates a wholesale system of water supply and production which currently serves various water distribution systems, including but not limited to the SCWA Water System, the Coweta County Water System, municipal water systems in Pike County operated by the cities of Zebulon, Williamson and Concord, with occasional sales of treated drinking water to the counties of Butts and Lamar;

WHEREAS, the Parties and County of Spalding, on December 13, 1995, entered into a Water Sales Agreement and Intergovernmental Contract, commencing January 1, 1996, and terminating on December 31, 2020 (hereafter referred to as the “1995 Agreement”). Under the terms of said 1995 Agreement, there was to be no early termination unless the governing bodies of all parties first mutually agreed and resolved that termination was in the mutual best interest of all parties;

WHEREAS, by authorizing the approval and execution of this Agreement (hereafter referred to as “this Agreement”, or the “2021 Agreement”), the Parties, through their governing bodies, find and conclude it is in the mutual best interest of both parties hereto, to allow the 1995 Agreement to expire, effective at 12:00 p.m. on December 31, 2020, and to enter into a new Water Sales Contract, effective at 12:01 a.m. on January 1, 2021, for a twenty-five (25) year term to run through and to include December 31, 2045; and

WHEREAS the Spalding County Water and Sewerage Facilities Authority is a public corporation created for the purpose of acquiring, constructing, equipping, maintaining, and operating water supply, treatment, and distribution facilities within its statutorily defined special district, being comprised of unincorporated Spalding County, pursuant to which said SCWA in 1987 undertook to operate the Spalding County Water System, now known and referred to herein as the “SCWA Water System”. Under the original 1995 Agreement, the City served as the exclusive and sole provider of treated drinking water to the SCWA Water System; and

WHEREAS the Spalding County Water and Sewerage Facilities Authority and the City of Griffin agree that the extension of water and sewer along the Arthur K. Bolton Parkway and the connection of Cabin Creek Wastewater Treatment Plant with the Springs Industries treatment facility is a goal for both entities and is crucial to economic development in all of Spalding County.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, WARRANTIES, AND PROMISES HEREIN MADE, THE RECEIPT, ADEQUACY AND SUFFICIENCY OF WHICH ARE MUTUALLY ACKNOWLEDGED, THE PARTIES AGREE TO BE BOUND, EACH UNTO THE OTHER, AS FOLLOWS:

ARTICLE I LEGAL AUTHORITY

This writing shall constitute a binding, legal contract, valid and enforceable against both parties whose signatures shall appear in execution thereof, in accordance with the terms and conditions hereinafter

set forth, under the authority granted by Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia, known as the “Intergovernmental Agreements” clause. Payment obligations set forth and established herein shall constitute a general obligation of the party affected to which its full faith and credit is hereby pledged. Each of the Parties covenant that it legally exists, has the requisite legal authority to provide the services contracted, has adequate and ample legal authority to perform the services contracted or to contract for such services, has adequate fiscal capability and staffing to utilize and provide such services, and otherwise to do all things necessary, convenient, desirable and expedient to carry out and perform the obligations and responsibilities herein set forth, either expressly or by reasonable implication. Furthermore, for the term of this agreement, all Parties agree to exercise good faith and best efforts to adequately fund and carry out such undertakings, including expressly, but without limitation, the power to establish, levy and enforce collection of reasonable rates, fees, and charges for the operation of its respective water supply, treatment and distribution system and the services contemplated by this agreement. The Parties further covenant and agree to cooperate fully with one another in the joint undertakings required to further the spirit and intent of the agreement herein made, including defending this agreement as valid, binding, and enforceable in any proceeding in which it may be in issue, including future bond validation proceedings filed by any party.

The Parties covenant and agree they have fully performed all conditions precedent to execution of this 2021 Agreement, including obtaining the requisite authority to approve and execute the agreement by resolution of their governing bodies, obtaining any required review and approval in advance of execution by any officer, attorney, or agent of the governing body, and by causing a fully executed original thereof, with the party’s corporate seal affixed, to be spread upon the Minutes of the meeting at which approved. Any and all objections or defenses of a procedural or technical nature to the validity and authenticity of this Agreement, or its admissibility in any legal or administrative proceeding is hereby waived.

By entering into this agreement, the Parties agree that the City acquires no property rights or ownership interest in the facilities or water system of SCWA, and SCWA acquires no property rights or

ownership interest in the facilities or water system of the City.

ARTICLE II TERM OF AGREEMENT

This Agreement shall become effective at 12:01 a.m. on January 1, 2021 and shall terminate at Midnight on December 31, 2045; provided, however, notwithstanding the foregoing, for the purposes of Article VI, EXTRATERRITORIAL WATER SALES BY CITY, the term of the covenants made by SCWA therein shall run for a term coinciding with the longest water sales agreement between the City and a water system operator outside of SCWA, or for a term not to exceed fifty (50) years from the effective date of this Agreement, whichever is less. It is expressly agreed that there shall be no early termination of this Agreement during the term stated unless both Parties first mutually find and agree that termination of this 2021 Agreement would be in the mutual best interest of both parties. Unilateral notification of termination or intent to terminate from future performance of the obligations hereby imposed for the full term stated shall not be effective or binding.

This Agreement is made in contemplation of the Parties, together with Spalding County, working together to explore the formation of a Joint Water Authority in Griffin and Spalding County within five (5) years from January 1, 2021, unless extended by agreement of the parties. The City of Griffin and the Spalding County Water and Sewerage Facilities Authority shall, within 60 days of the execution of this Agreement, form an exploratory committee (the "Committee") comprised of elected and appointed officials from the City of Griffin Board of Commissioners, the Spalding County Board of Commissioners and the Spalding County Water and Sewerage Facilities Authority, together with staff from the City of Griffin and Spalding County as appropriate, to include the City Manager and County Manager, to begin negotiations with the goal of forming a Joint Water Authority. On or before March 15, 2021 the Committee shall hold its first meeting. The committee shall meet regularly, at least every other month and shall provide reports regarding the progress of the Committee to the Board of Commissioners for the City of Griffin, members of the Spalding County Water and Sewerage Facilities Authority, and the Board of Commissioners for

Spalding County.

The Committee shall work diligently to explore the costs and benefits of a Joint Authority, with the goal being to determine how best to avoid duplication of services in the City of Griffin and unincorporated Spalding County for the benefit of the citizens in Griffin and Spalding County. The Committee shall be charged with the investigation, audit and review of the budgets, expenditures, assets, liabilities, and processes of the City of Griffin and the Spalding County Water and Sewerage Facilities Authority. This due diligence shall include a cost-benefit analysis, review of employees and employment needs, the administration of a Joint Authority to include customer service, billing and collection, and maintenance and expansion of the water system, with advice and input from attorneys, accountants, and engineers as necessary to diligently explore the pros and cons of the formation of a Joint Authority.

If after due diligence but before the expiration of the five (5) year period contemplated herein, the Committee determines a Joint Authority is not feasible, neither Party will have any further obligation under this contract relating to the formation of a Joint Authority, and this Agreement shall remain in full force and effect for the remaining term. If the Committee determines that a Joint Authority is feasible, the 5-year due diligence period for the formation of a Joint Authority can be extended by agreement of the parties. Upon formation of a Joint Authority, this Agreement shall terminate and become null and void.

Failure of any Party to act with reasonable diligence to pursue the formation of a Joint Authority may result in the aggrieved Party seeking resolution by filing suit in the Superior Court of Spalding County or agreement to mediate to enforce this agreement to pursue all avenues available for the formation of a Joint Authority. The five (5) year time period contemplated by this Agreement shall be tolled during the pendency of any lawsuit or mediation process.

ARTICLE III SALE OF WATER TO SCWA

Throughout the term of this Agreement, the City will be the exclusive and sole provider of treated

drinking water for the SCWA Water System, and shall be obligated to furnish all treated water requirements of the SCWA Water System, subject to written notice of substantiated additional demand as set forth herein, except for treated drinking water sold by the Henry County Water & Sewer Authority exclusively to serve that portion of the Heron Bay Subdivision located in the SCWA's service area, as authorized by the Water Master Plan 2010-2050, heretofore adopted by the Parties and Spalding County.

In order to establish objectively the SCWA's water supply needs, the parties agree meet together no less than two (2) times per year to jointly plan future needs of the SCWA Water System, including (a) adoption of a timetable reflecting anticipated increased demands, and (b) periodic updates no less than twice annually for the purpose of establishing the projected needs for water supply, system maintenance, and capital improvements. If the City is unable to perform its water supply obligations under this agreement for more than 90 days following written notice of increased demand by the SCWA, the SCWA is free to negotiate with an outside water supplier for its purchase for the amount required by the SCWA. that the City is unable to provide.

ARTICLE IV SALES PRICE

(a) The SCWA agrees to pay the City for all water purchased for use by the SCWA Water System, based upon the reading of meters as hereinafter set forth, pursuant to the pricing formula attached hereto as Exhibit "A", which by reference is incorporated herein and made a part hereof. For illustrative purposes, attached hereto as Exhibit "B" is a *pro forma* example calculating the rate for water sold during 2019.

(b) Future rate adjustments shall be made annually, effective as of January 1 of the ensuing calendar year, based upon the most recent fiscal year-end audit of the City; in the event audited financial data is unavailable to impose new rates by January 1, not less than 30 days notice of the new rate shall be given, in writing, to the SCWA, stating the date on which the new rate shall become effective.

(c) During and throughout the term of this Agreement, all water customers connected onto the SCWA

Water System shall be individually metered. Temporary customers of SCWA shall be issued meters by the City on the same terms and conditions as its customer service policy provides regarding Temporary Service. Said policy provides as follows: "Temporary Service - The establishment of some or all utility services for a shortened and defined period for the purpose of other than household occupation. An example would include a real estate agent turning on just electricity, water and/or wastewater (if applicable) to be able to show a property to a prospective buyer." "Temporary customers" shall be defined as a customer who rents a fire hydrant for temporary use which may include construction, filling swimming pools, landscape preparation, dust control, pressure washing, etc. The Parties acknowledge that some "unmetered water use," as defined by the State Water Plan, may occur, for main breaks, firefighting, construction of system improvements, and flushing hydrants for system maintenance. The SCWA shall estimate its amount of unmetered water loss monthly and report to the City, in writing, for compliance with the State Water Plan. The parties agree to take all reasonable and necessary measures to prevent unauthorized water use, including as necessary prosecution of violators for theft of utilities. The parties further agree that no customer of the SCWA shall be entitled to receive non-billed water from the SCWA Water System.

(d) Return on Depreciated Assets: The parties agree that the return on depreciated assets as described in Exhibit A and detailed in Exhibit B shall be reduced from 4.88% to 4.50%.

ARTICLE V AGREEMENT NOT TO COMPETE

The SCWA agrees that during the term of this agreement the SCWA shall purchase all treated drinking water requirements for the SCWA Water System exclusively from the City. As further consideration for this Agreement, the City covenants not to serve any customers within unincorporated Spalding County outside its municipal limits, in competition with the SCWA Water System; provided, the City shall retain those customers, and the right to exclusively serve customers on water distribution lines of the City in unincorporated Spalding County, now existing or as hereafter replaced, as shown in "pink" and described on the map attached hereto as Exhibit "C", which is incorporated herein by reference and made

a part hereof. In exchange therefor, the SCWA covenants not to compete against the City for the right to serve any customers within the service areas delineated as City service areas on Exhibit "C", unless consented to, in writing, by the City. City-owned facilities located in unincorporated Spalding County, outside of delineated City service areas shown on Exhibit "C", shall be served and billed as customers of the City. The Parties agree the City's Industrial Water rates to be most competitive in attracting industry to locate within Spalding County. Industries located in unincorporated Spalding County will be deemed City water customers, regardless of actual location, and billed at City rates. For purposes of this Agreement, an "industry" shall be defined as any water customer using a minimum daily average of 100,000 gallons.

ARTICLE VI EXTRATERRITORIAL WATER SALES BY CITY

The City has entered into written water supply agreements with jurisdictions outside of the SCWA's service area under which treated drinking water is sold, at wholesale rates, to supply such jurisdiction(s) public water system on a requirements basis; the City contemplates it may enter into similar contracts in the future with other water systems. To facilitate such sales, the SCWA agrees and consents that the City shall have the right to sell treated drinking water to wholesale customers, pursuant to water supply agreements, outside of the SCWA, by distribution through lines of the SCWA Water System to an agreed metering point or points on or near the SCWA boundary. The City agrees to pay a 1.0% transmission fee for water supplied to wholesale customers through SCWA water mains. To the extent necessary for the City to satisfy the requirements and meet the terms of such contracts, the SCWA recognizes that the term of such contracts may extend beyond the stated twenty-five (25) year term of this Agreement. It is therefore agreed that for the purposes of this Article alone, the provisions hereof shall survive the general term stated in Article II and shall continue for an indefinite period coinciding with the term of the longest outstanding water supply agreement, or fifty (50) years from the effective date of this 2021 Agreement, whichever is less. The City's use of SCWA water lines beyond the stated 25-year term of this Agreement shall be allowed only if the SCWA has additional capacity available for the City's use. The SCWA reserves the

right to increase the transmission fees owed by the City to the SCWA at its discretion after the expiration of the stated 25-year term of this Agreement.

**ARTICLE VII
OPERATION OF THE SCWA WATER SYSTEM**

(a) Throughout the term of this Agreement, the City shall operate and maintain the SCWA Water System and said system shall remain interconnected with the City Water System in order that both may be operated as an “INTEGRAL SYSTEM”. The SCWA shall be responsible to obtain and maintain at all times a proper permit from the Georgia Department of Natural Resources, Environmental Protection Division (hereafter referred to as “Georgia EPD”), to operate a water distribution system and shall meet all applicable laws and regulations pertaining thereto; the City shall coordinate and cooperate with the SCWA in this regard.

(b) If it should ever be determined by both Parties that it is in the mutual best interest of the Parties to disconnect the systems, each party shall bear their own cost of disconnection and reconfiguration of their respective systems.

(c) As used in this Article, the term “operate and maintain” shall not require the City to extend, relocate, make major repairs to, replacement of, or upgrade any facilities of the SCWA Water System, including water lines that have become unserviceable due to age or physical obsolescence, or where existing lines are insufficient to meet present or future requirements and customer demand, unless the City is using SCWA water lines to service other water systems outside of the SCWA. The SCWA shall maintain and repair or replace all of its elevated water tanks and booster pumps, as reasonable and necessary, at no cost to the City. The SCWA shall install, at their own expense, chlorine injector stations, as recommended by the City, from time to time; the City shall operate and maintain these chlorine injector stations in accordance with permit requirements for residual chlorination of the system. The Parties shall refrain from operating their tanks, pumps, valves, and other components of their respective systems in a manner that interferes with or adversely affects the level of service on the other party’s system.

(d) In accordance with the Minimum Standards for Public Water Systems, as approved by the Georgia Environment Protection Division (Georgia EPD), maintenance shall be routinely performed by the City to keep the SCWA Water System in good operating condition and repair. The City shall make minor repairs including but not limited to broken service lines and water mains. Major repairs and/or replacement of the SCWA Water System assets including but not limited to water line replacements in excess of 100 linear feet, fire hydrant replacements, water tanks, booster pumps, and chlorine booster stations shall be jointly planned based upon recommendations made by the Parties' consulting engineers in accordance with sound engineering principles. As required, the Parties shall coordinate the submission of plans for major repairs and/or replacements to Georgia EPD for its approval. In the event of an emergency causing a major repair and/or replacement to the SCWA Water System, the City may take action to stabilize the condition of the system and shall contact the appropriate representative of the SCWA to inform them of the emergency, with any costs incurred by the City to be reimbursed by the SCWA. The cost of such major repairs or replacements shall be the sole responsibility of the SCWA.

(e) Extensions to the SCWA Water System shall be performed either by a licensed utility contractor, whose reliability and experience is known to the parties, engaged through a competitive bidding process, or by the SCWA's own water department personnel; provided, however, all extensions shall conform to engineering design plans and specifications prepared by a licensed professional engineer and approved by Georgia EPD. All new extensions shall be pressure-tested and chlorinated prior to acceptance by the SCWA, warranted by the contractor for not less than two (2) years from date of acceptance, and secured by a maintenance bond issued by a commercial surety licensed in Georgia, or cash bond. If the extension was performed by the SCWA water department, the SCWA shall be solely responsible for any cost of repair and/or replacement during the first two (2) years from date of completion. As-built scaled drawings, prepared by a professional engineer licensed in the State of Georgia, shall be furnished to the City, in digital format, within 30 days of final installation and acceptance of any extension. The parties agree that all future extensions to the SCWA Water System shall be planned and constructed in a manner

compatible with the operation of the City Water System while said systems remain integrally connected. The City agrees to update its Water Model to integrate any new development in unincorporated Spalding County and all future extensions of the SCWA Water System at the cost of service to the SCWA.

(f) During the term of this Agreement, the City shall read all customer meters on the SCWA Water System on not less than a monthly basis (provided, however, the City may estimate billing for those customers whose meters cannot be accurately read due to circumstances beyond the City's control, but actual readings shall be made at least quarterly), and shall bill all such customers on a monthly basis, with the bills based on the customer's actual monthly water consumption at prevailing rates established by the SCWA. Such statements may be separate or rendered by the City with charges for other utility services delivered to the customer by the City. Monthly, the City shall remit to the SCWA all sums collected from customers of the SCWA Water System, less deduction for sums payable to the City for water sold under this contract. The City shall furnish at least monthly to the SCWA a complete and accurate accounting of all billings made, showing therein the current status of payments and collections, and other pertinent financial information. City collection policies and practices, including cut-off policies, shall be used exclusively in dealing with customers of the SCWA Water System, up to the point at which the City deems an account to be uncollectible without resort to litigation, in which event information will be furnished to the SCWA in order that appropriate collection proceedings may be filed. To the extent necessary and desirable, the SCWA agrees to adopt the same policies and procedures administered by the City and to designate therein the City as its agent for billing and collection purposes. Upon reasonable request, the City will cooperate fully with the SCWA to assist in any customer dispute arising out of the City's operation of the SCWA Water System. In addition thereto, the City will perform all "utility locates" for and on behalf of the SCWA.

(g) The SCWA agrees to adopt such reasonable ordinances, rules, policies, and procedures as are required by law or regulation, and will consider the adoption of policies recommended from time to time by the City, governing connection requirements, water conservation practices, drought restrictions,

cross-connection prohibitions, minimum standard plumbing (construction) codes and similar matters necessary or appropriate to facilitate the City's operation of the SCWA Water System. In addition thereto, the SCWA shall use its best efforts to diligently enforce minimum standards governing customer connections to the SCWA Water System, including policies requiring connection by potential customers accessible to the system, prosecution of theft of utility services, and to report immediately to the City and/or to Georgia EPD any facts known or believed to constitute a violation thereof.

(h) In addition, the SCWA shall take all necessary measures to require the County of Spalding to enact by ordinances, regulations and policies requiring new developments, subdivisions, and industries locating within unincorporated Spalding County to access the SCWA Water System in lieu of alternatives, such as private water systems and groundwater drinking wells, as their drinking water source. Coordinated planning of water needs between SCWA and the City to promote growth on the Parties' systems is encouraged; it shall be the responsibility of the SCWA to notify the City, as far in advance as possible, of any prospective water customer having requirements of 100,000 gallons or more, per day average.

ARTICLE VIII BREACH AND EXCLUSIVE REMEDY

In consideration of the unique relationship herein established, the Parties agree that in the event of any alleged breach by any party or a dispute giving rise to an anticipated breach of future performance, the exclusive judicial remedy available to the Parties shall be Injunction and Complaint for Declaratory Judgment, filed in the Superior Court of Spalding County, Georgia. In the event the Court finds this Agreement to be in breach, specific performance shall be ordered against the non-performing party, together with award of attorney's fees and litigation costs to the non-breaching party. To the extent allowed by law, the Parties further agree that should such an action be filed, the filing party shall be entitled to petition said court for expedited handling, which the other party will not unreasonably oppose; expedited handling may include shortening the time normally allowed for response, discovery, and trial. Upon filing of such action, the Parties agree to consent to imposition of interlocutory injunction to maintain the status quo pending the

outcome of the proceeding.

**ARTICLE IX
TRANSFER OF WATERLINE OWNERSHIP IN ANNEXED AREAS**

Upon future annexations by the City, occurring on or after the effective date of this Agreement, prior to final action upon an annexation ordinance or petition by a property owner to be annexed into the City, the City shall furnish notice of the proposed action to the SCWA, who shall within ten (10) days of receipt of such notice, give the City written notice of any existing water distribution facilities within the area proposed to be annexed. This notice shall quantify, by units, the length, size and type of water pipe, and original construction cost, comprising the SCWA Water System facilities within the proposed area to be annexed. The SCWA shall also furnish the date(s) of construction of the existing facilities. The City shall determine the replacement cost, less straight-line depreciation, using a 50-year useful life for all existing components, except water meters whose useful life shall be 10 years. No other components or labor shall be considered in determining replacement cost for purposes of this Article.

In acting upon an annexation, the City may pay to the SCWA, within sixty (60) days of the effective date of the Annexation, the depreciated replacement cost as determined above and take title to and possession of the facilities affected. Otherwise, the City shall notify the SCWA, in writing, that the annexation is not conditioned upon the purchase of affected facilities; provided, however, once the right to purchase facilities from the SCWA is rejected, the City shall have no future right to insist upon their sale at a later date. Upon the effective date of the annexation and the receipt of payment for the annexed facilities by the SCWA, the right to serve customers affected and all obligations attached thereto, shall transfer to the City, including any changes in the then- prevailing rates to customers, and those customers shall thereafter be customers of the City Water System.

If the Parties dispute the depreciated replacement cost as determined herein, the Parties shall submit the issue for resolution by an impartial professional engineer, licensed in the State of Georgia, whose

decision shall be binding.

**ARTICLE X
INSURANCE, INDEMNIFICATION AND HOLD HARMLESS**

Each Party covenants that it shall procure and maintain throughout the term of this Agreement a policy of comprehensive liability insurance coverage (or its equivalence through either a program of self-insurance or by participation in an interlocal risk management agency) in an amount not less than \$1,000,000.00 per occurrence, minimum aggregate \$2,000,000.00, in as broad a form as possible to cover liability risks normally associated with ownership and operation of a water distribution system (including, if available, products liability protection, coverage for claims arising out of or in any way connected with any loss or losses resulting from a failure to supply or maintain without interruption water in sufficient supply to customers, and pollution hazard), providing the entity with a defense and payment of resulting legal judgments from claims reasonably anticipated or risks likely foreseeable to occur out of the duties and responsibility herein undertaken.

In the event a claim is made against the SCWA arising out of or resulting from a failure by the City to perform its obligations under this Agreement, or the negligent performance thereof, the City, to the extent allowed by law, shall indemnify and hold the SCWA harmless from such claim, demand, or suit. If a claim, demand, or suit is made against the City arising out of or resulting from a failure by the SCWA to perform its obligations under this Agreement, or the negligent performance thereof, the SCWA, to the extent allowed by law, agrees to indemnify and hold the City harmless from such claim, demand, or suit. The provisions of this Article cover defense of administrative enforcement or regulatory actions brought by Federal or State agencies against either party, including alleged violations of permits held by the parties.

**ARTICLE XI
EXECUTION, MODIFICATION, TERMINATION OF PRIOR AGREEMENTS**

(a) This Agreement shall be executed in two (2) original counterparts by both Parties and a fully executed original shall be spread upon the Minutes of the governing body of each party. An exemplified copy by the Secretary, Clerk, or other records custodian of a party, shall be fully admissible in lieu of the original in any legal proceeding in which the existence, authenticity, interpretation, or enforceability of this Agreement is in issue.

(b) No modification or amendment of this Agreement shall be effective unless in writing, approved by both Parties, executed by their duly authorized officers, and spread upon the Minutes of the parties' governing body. It is the intention of the Parties that this writing represents the full, complete, and final understanding and agreement of the Parties as to all substantive matters addressed herein, and no further negotiations, amendments or modifications are contemplated at the time of execution hereof. Future amendments should be limited to matters of material significance affecting the relationship herein established, giving as broad interpretation as possible to the spirit and intent of this Agreement when resolving any conflicts that may arise hereunder.

(c) For purposes of interpretation, all terms used in this Agreement shall have their common and usual meaning or significance, unless such term is a term of art within a professional field or industry, trade, or profession, such as professional engineering or the drinking water industry, in which event it shall have such technical meaning as may be assigned thereto. When statutes or regulations require specific acts to be performed, or dictate the manner of performance, such specifications shall be deemed the minimum standard governing such performance.

(d) By execution of this Agreement, prior to January 1, 2021, the Parties mutually agree that the 1995 Agreement shall expire on its stated terms and that services, payments and obligations incurred on or after January 1, 2021, shall be solely incurred pursuant to this Agreement.

(e) Notices given pursuant to this Agreement shall be deemed delivered if either personally served upon and delivered, or if sent by certified U.S. Mail, return receipt requested, addressed as shown below, with adequate postage thereon:

To the City: City of Griffin One Griffin Center
100 S. Hill Street, Third Floor
P.O. Box T Griffin, GA 30224
Attn: City Manager

To the SCWA: Spalding County Water and Sewerage Facilities Authority
119 East Solomon Street
Griffin, Georgia 30223
Attn: Chairman

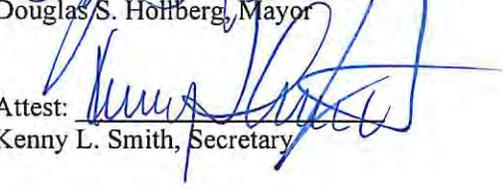
(f) Time is of the essence of this Agreement.

(g) The provisions of this Agreement are hereby deemed and declared to be severable. If any provision of this Agreement, or the application of any provision to any circumstance, is held to be unconstitutional, unenforceable, against public policy, or otherwise invalid, for any reason, the remaining terms, conditions, and obligations contained herein shall not be affected thereby and this Agreement shall otherwise remain in full force and effect as valid, binding, and enforceable.

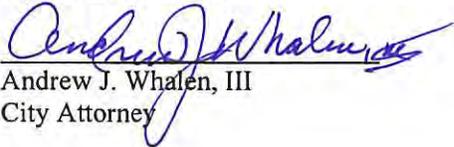
IN WITNESS WHEREOF, the parties, acting through their duly authorized and empowered chairs of their respective governing bodies, as attested to by their respective clerks or secretaries, and to which their respective official seals have been affixed, have executed this Agreement, in duplicate originals, the day and year first above written.

CITY OF GRIFFIN, GEORGIA

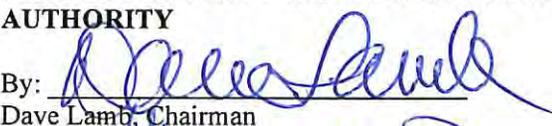
By: 
Douglas S. Hoffberg, Mayor

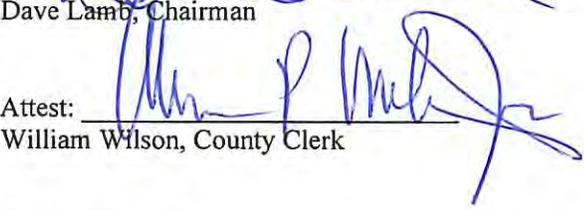
Attest: 
Kenny L. Smith, Secretary

Approved as to form:

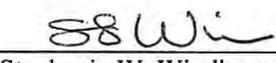

Andrew J. Whalen, III
City Attorney

SPALDING COUNTY WATER AND SEWERAGE AUTHORITY

By: 
Dave Lamb, Chairman

Attest: 
William Wilson, County Clerk

Approved as to form:


Stephanie W. Windham
SCWA Attorney

City of Griffin
Wholesale Rate Calculation
 For Spalding County Water and Sewerage Authority

Operations and Debt Costs	<u>Allocation</u> %	<u>Water Sales</u> Basis	<u>FY 2019</u> Actual	<u>Cost</u> per kgal
<u>Office of Director</u>				
Personnel Services & Benefits	50%	Total		
Purchased & Contract Services	50%	Total		
Supplies	50%	Total		
Other	50%	Total		
<i>Subtotal: Office of Director</i>				
<u>Water Production</u>				
Personnel Services & Benefits	100%	Total		
Purchased & Contract Services	100%	Total		
Supplies	100%	Total		
Other	100%	Total		
<i>Subtotal: Water Production</i>				
<u>Water Distribution</u>				
Personnel Services & Benefits	100%	Integral		
Purchased & Contract Services	100%	Integral		
Supplies	100%	Integral		
Other	100%	Integral		
<i>Subtotal: Water Distribution</i>				
<u>Meter Reading</u>				
Personnel Services & Benefits	100.0%	Integral		
Purchased & Contract Services	100.0%	Integral		
AMR Support Costs		Spalding		
Other	100.0%	Integral		
<i>Subtotal: Water Distribution</i>				
<u>Depreciation</u>				
Water System	100%	Total		
Regional Water System	0%	Total		
<i>Subtotal: Depreciation</i>				
<u>General Fund Expenses</u>				
Administrative Support		Total		
<i>Subtotal: Depreciation</i>				
<u>Debt Service</u>				
FY 2019 Principal & Interest Regional System	100%	Total		
<i>Subtotal: Debt Service</i>				
<i>Subtotal: Operations & Debt</i>				
Return on Depreciated Assets				
=% of Net Book Value	4.50%			
Not to Exceed 0% of Operations & Debt	0%			

Subtotal: Return on Depreciated Assets

Total

Total: Costs Recovered from Wholesale Rate

Water Sales (kgal)

Total System

Integral System

Total Water Produced

Costs per Kgal

Operations & Debt

Return on Depreciated Assets

Total: Cost per Kgal (Wholesale Rate)

EXHIBIT A

NARRATIVE OF FORMULA FOR
CALCULATION OF WHOLESALE WATER RATE
TO SPALDING COUNTY/AUTHORITY

<<FY 20 data is used herein to calculate rates for calendar year 20>>

The wholesale water rate charged by the City to the County/Authority is based upon costs which are audited annually by the City's independent auditor. It is intended that these costs, both direct and indirect, be apportioned to the calculation of the County/Authority wholesale water rate in the manner described herein which reflects the actual cost of producing and distributing water and providing those services as required by the Agreement. Audited costs will be compiled for the prior fiscal year and the resulting wholesale rate will become effective to the County/Authority at the beginning of the next calendar year, subject to timely notice as provided in the Agreement.

The following narrative describes each of the variables that enter into the rate calculation and describes how the costs are apportioned. The apportionment of costs as described herein is linked to the specific terms of the Agreement. Reorganization of city departments during past years has resulted in some name changes, but the intent of these calculations is to allocate costs in accordance with the terms of the Agreement. Except in special cases, the capital costs expended under each cost item are apportioned in the same manner as the cost item is apportioned. Exceptions would be capital costs that do not benefit the County Water System; these would not be included in the wholesale cost.

Water Sold - In deriving the unit cost per 1,000 gallons of water, each of the various cost elements is divided by the volume of metered water over which that particular cost must be recovered. Two different volumes of "water sold" are defined for use in the rate formula. These are: "Integral system sales volume" and "Total metered production volume."

"Integral system sales volume" is defined as the volume of water sold to all customers of the City of Griffin and the County/Authority so long as the two systems are integrally connected with the City providing the services of meter reading and distribution system maintenance. This volume is measured as the sum of all meter readings of individual customers of the two systems, and for the previous year this volume was _____ thousand gallons.

"Total metered production volume" is defined as the total volume of water produced and sold by the City from its treatment facilities in the preceding fiscal year. For as long as the City and the County/Authority systems remain integrally connected, this volume is equal to the "Integral system sales volume" plus the metered water volume sold to any wholesale customers of the City system other than Spalding County, and for the previous year this volume was _____ thousand gallons.

Direct Costs of Water Utility

Office of the Water and Wastewater Director - This item is the audited cost of operating the office of the Water and Wastewater Director which provides administrative and management support to the County Water System and City Water and Wastewater System. Fifty percent (50%) of the cost of this item is apportioned to the wholesale water rate on the assumption that half of the Director's time is spent on functions related to wholesale water and half of his time is spent on other functions. The unit charge for this cost is calculated on the "Total metered production volume."

Water Production - This item includes all costs related to operation and maintenance of facilities for water supply, treatment, pumping and elevated storage. One hundred percent (100%) of the cost of this item is apportioned to the wholesale water rate. The unit charge for this cost is calculated on the "Total metered production volume."

Water Distribution - This item includes all costs related to operation and maintenance of facilities for distributing the water from the treatment plant to the meter of the individual customer. All costs under this item are apportioned at one hundred percent (100%) to the wholesale water rate except that capital costs that do not benefit the County Water System are not included in the apportionment of this item to wholesale water rate. The unit charge for this cost is calculated on the "Integral system sales volume."

Meter Reading - This item includes costs related to automated meter reading of water meters for customers of the City Water System and the Spalding County Water System. The cost for this operation is apportioned to the wholesale water rate based on the number of County Water customers (meters) divided by the number of total City and County water customers, this ratio is _____ which results in _____% of meter reading costs apportioned to the wholesale water rate. This ratio will be computed annually and may change from year to year. The unit charge for this cost is calculated on the "Integral system sales volume".

Depreciation - This item includes annual depreciation of the City Water System. Depreciation on the City Water System assets is taken from the most recent annual audit report. The unit charge for this cost is calculated on the "Total metered production volume."

Debt Service - This item is Griffin's annual payment of principal and interest on outstanding debt associated with Regional Water Facilities. The ratio of expenditures for eligible water improvements is multiplied times the total annual principal and interest to calculate the portion of annual debt service allocated to the wholesale water rate. Eligible water improvements will include only those improvements related to regional water supply, water production, water storage and certain transmission facilities that benefit the County Water System as well as the City Water System. For FY ___ the principal and interest debt on regional water facilities applicable to Spalding County was \$_____. The unit charge for this cost is calculated on the "Total metered production volume."

General Fund Expenses (Administrative Support) - Several departments within the General Fund provide support for the water system operation and employees. These include the office of City Manager, City Attorney, and all divisions of the Department of Finance and Administrative Services except Licensing. The operating cost for each of these departments is apportioned to the wholesale water rate based on the ratio of number of water department employees divided by number of all city employees. This ratio currently equals _____. Thus, _____% of the cost for the above departments is included in the wholesale water rate. This ratio will be computed annually and may change from year to year. The unit charge for this cost is calculated on the "Total metered production volume."

Return on Audited Depreciated Fixed Assets - Each year the city auditor determines the depreciated value of the City "water purification facilities and distribution system" (including supply facilities). The resulting figure is sometimes referred to herein as "Adjusted Depreciated Fixed Assets." The City and County/Authority have agreed that the wholesale water rate will include a return amount calculated as 4.50% of the Adjusted Depreciated Fixed Assets divided by the volume of water sold. The unit charge for this cost is calculated on the "Total metered production volume."

Supplement to Narrative - Allocation of Percentages for Rate Calculation

(Showing data for calendar year 2020 rate calculation)

1. **Meter Reading** costs are apportioned on the basis of customers billed on the basis of meter readings, which currently is

$$\begin{array}{r} \text{City Water Customers} \\ \text{County Water Customers} \\ \text{Total Customers} \end{array} \quad \frac{\quad}{\quad}$$

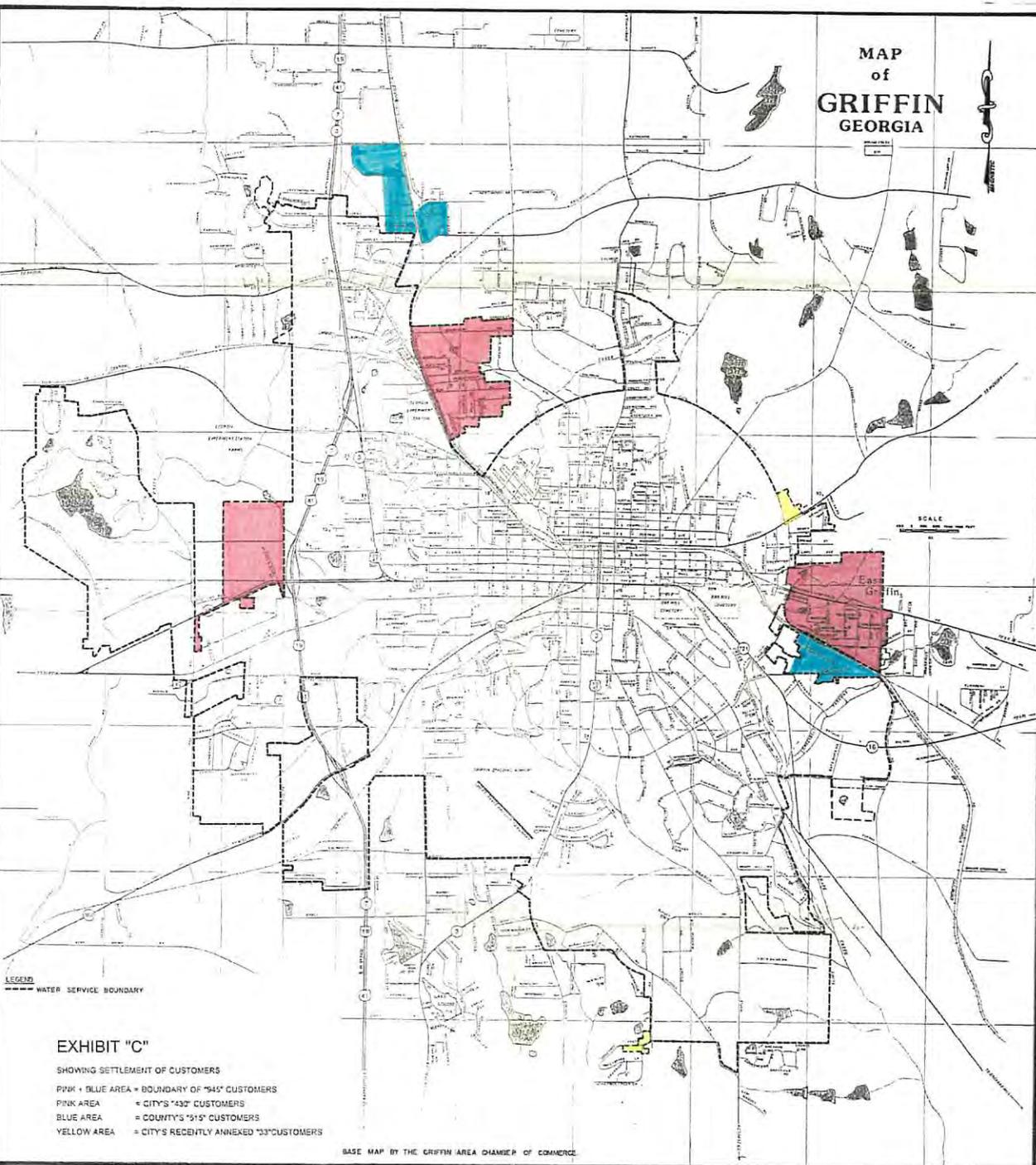
$\frac{\quad}{\quad} = \quad$ or $\quad\%$

2. **Overhead and benefit** costs include insurance, social security, workers compensation, and other employee benefit expenses. These expenses are now expensed directly to the appropriate department under the line item entitled "personnel services". (Note this revised accounting policy eliminates the former method of estimating the allocation of this cost for each department).
3. **Administrative Support** costs for FY 2020 were \$ $\frac{\quad}{\quad}$. It is apportioned to the water rate based on the number of Water System Employees ($\frac{\quad}{\quad}$) divided by Total City Employees ($\frac{\quad}{\quad}$). Thus, the water system portion is $\frac{\quad}{\quad} = \quad$ or $\quad\%$.

MAP
of
GRIFIN
GEORGIA



SCALE
1" = 1/4 MILE

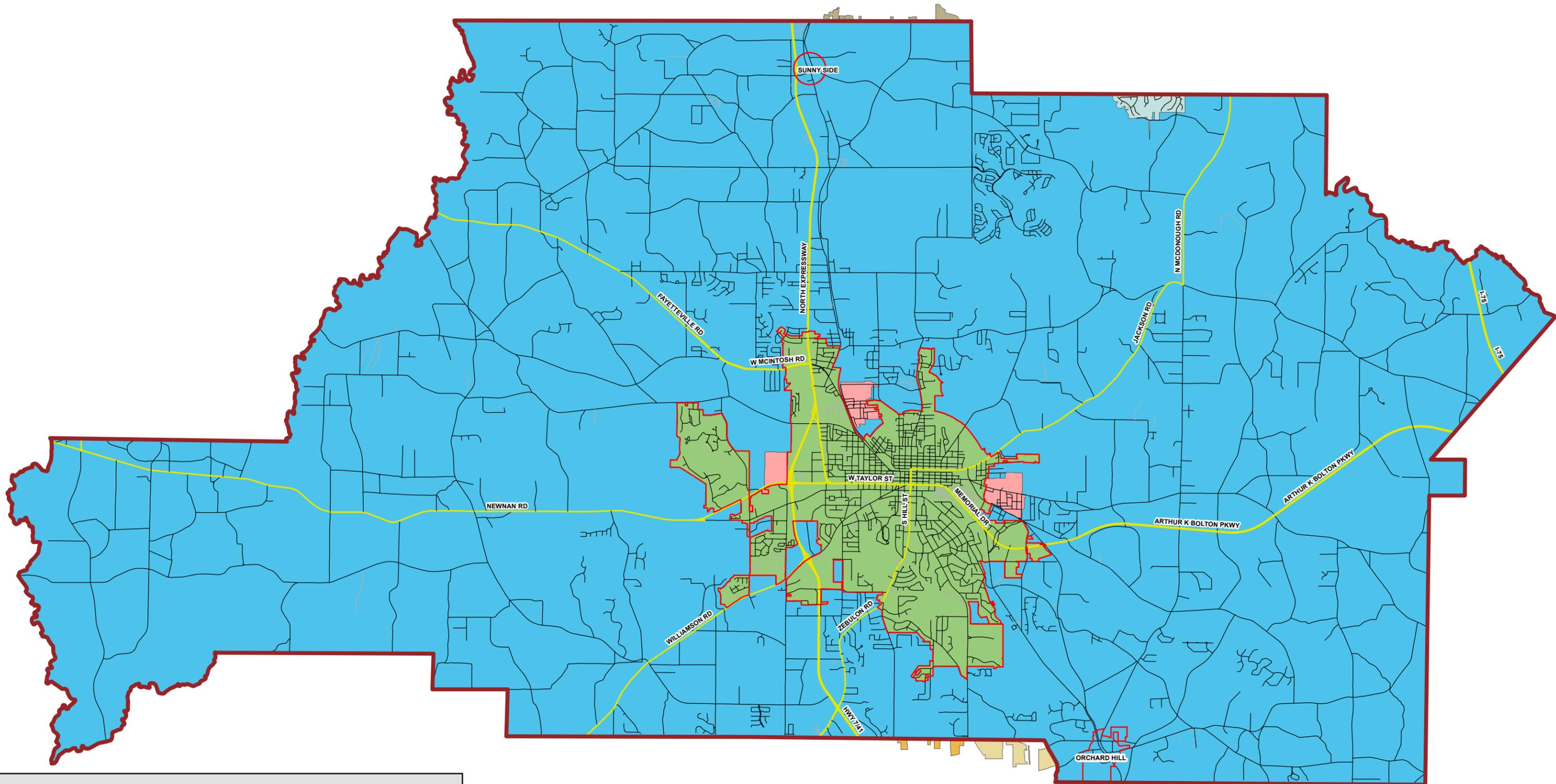
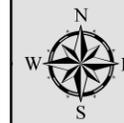


LEGEND
--- WATER SERVICE BOUNDARY

EXHIBIT "C"
SHOWING SETTLEMENT OF CUSTOMERS
PINK + BLUE AREA = BOUNDARY OF "545" CUSTOMERS
PINK AREA = CITY'S "432" CUSTOMERS
BLUE AREA = COUNTY'S "515" CUSTOMERS
YELLOW AREA = CITY'S RECENTLY ANNEXED "33" CUSTOMERS

BASE MAP BY THE GRIFIN AREA CHAMBER OF COMMERCE

Spalding County Water Service Areas



Legend

 1995 WSA Article 7 Exhibit C	 Lamar County - COG Customers
 City of Griffin	 Pike County - COG Customers
 Henry County	 Spalding County
 Henry County - COG Customers	

Vice Chairman McDaniel called for a vote on the motion on the floor with amendment and motion was unanimously approved by a vote of 5-0. The ordinance will be incorporated into the minutes on second and final reading with the amendment.

Commissioner Martha McDaniel asked for a five-minute recess to allow the Boy Scouts to leave the meeting. which Vice Chairman McDaniel acknowledged.

Vice Chairman McDaniel called the meeting back to order.

3. Consider appointments to Boards, Authorities and Commissions.

BOARD APPOINTMENTS FOR TERMS BEGINNING 1-1-2001

A. APPOINTMENTS BY THE BOARD OF COMMISSIONERS:

7. Community Service Board for Mental Health, Mental Retardation and Substance Abuse

- a. Vacant, Two-year term to expire 03-01-02 – Tabled – Requires a recommendation from the Spalding County Board of Health.

8. Regional Mental Health, Mental Retardation & Substance Abuse Board

- a. A Three-year term to expire 7-31-02 – Tabled – Has to meet specific qualifications and also has to come from a recommendation from the Spalding County Board of Health.

9. Community Relations Council

- a. Post #1, To succeed Fred Edwards, III, One-year term to expire 12-31-01 - Tabled
- b. Post #3, To succeed Ruth Daniel, One-year term to expire 12-31-01 - Tabled

11. Griffin-Spalding Area Transportation Planning Coordinating Committee

- a. To succeed Dr. William Nesbitt, One-year term to expire 12-31-01

Commissioner Johnie McDaniel nominated Allan McCallum to fill this position. There were no other nominations. Upon motion by Commissioner Morrow, seconded by Commissioner Martha McDaniel Allan McCallum was unanimously appointed to this position.

XI. NEW BUSINESS

1. Consider request from MINERVA Properties. Mr. Brian Davison was present to discuss this request. The request is to allow Henry County Water & Sewerage Authority to provide water and sewer to a portion of Spalding County (96) acres for their proposed golf community, Blue Sky Golf & Country Club. He said that low-end price range of homes would be \$130,000 with the bulk being in the \$190,000 to \$300,000 range and some of the lots on the lake may exceed \$500,000. The entire project is 962 acres and 96 of those acres are located in Spalding County. He said that Trestle Road runs through the property and it would be realigned and also paved for safety reasons. County Manager Wilson commented that if approved there would have to be Intergovernmental Agreements which would be forthcoming.

Motion made by Commissioner Martha McDaniel to approve their request in concept. Commissioner Morrow seconded the motion and motion was unanimously approved by a vote of 5-0.



July 10, 2001

Mr. Merrill Massengale, Chairman
Spalding County Board of Commissioners
P.O. Box 1087
Griffin, GA 30224

Dear Mr. Massengale,

RE: Blue Sky Golf & Country Club, Spalding and Henry County

We respectfully request to be placed on the agenda for the next Board of Commissioners meeting. The purpose is to request your permission to allow Henry County to supply sewer and water to an additional 111.5 acres (approx.) of Spalding County to facilitate our residential/golf development project. The attached letter from the Henry County Water and Sewerage Authority indicates that they will agree to provide these services.

We came before the Spalding Board of Commissioners on February 5, 2001 regarding this same type of request on the adjacent 96 acres, and the Board gave their approval in concept to this request. The Henry County portion of the development received final zoning approval in August 2000.

Should you agree to allow us to obtain sewer and water, we will then submit for all development approvals.

Should you have any questions, please do not hesitate to contact me at 404-720-7633.

Yours very truly,

A handwritten signature in cursive script that reads "Brian Davison".

Brian Davison

cc. Board of Commissioners
Michael Sabine, Community Development Director
William P. Wilson, Jr., County Manager



Henry County Water & Sewerage Authority

Engineering Department
1695 Highway 20 West McDonough, GA 30253
(770) 914-3688 (770) 914-3359 Fax

June 4, 2001

Mr. Joseph W. Burns, Jr.
596 Timberlea Lake Court
Marietta, GA 30067

RE: Blue Sky Development / Cole Tract

Dear Joe:

Reference is made to the additional 103 acres of property previously known as the Brewer Tract located within Spalding County. Please accept this letter as verification that the Henry County Water and Sewerage Authority will agree to provide water and sewerage service to this additional property as a portion of the larger Blue Sky Development Tract.

If you have any questions or need any additional information, please call.

Sincerely,

Patrick S. Hembree, P.E.
Engineering Manager

cc: Lindy D. Farmer, Jr.

ACREAGE SUMMARY

HENRY COUNTY 940.32 AC
 SPALDING COUNTY 206.96 AC
 TOTAL 1147.28 AC



CARD OF COURSE

HOLE	PAR	YARDAGE
1	3	350
2	4	450
3	3	300
4	4	400
5	3	300
6	4	450
7	3	300
8	4	400
9	3	300
10	4	450
11	3	300
12	4	400
13	3	300
14	4	450
15	3	300
16	4	400
17	3	300
18	4	450
TOTAL	72	7200

DESIGNED BY
 LARRY HAN

MASTER PLAN
BLUE SKY GOLF & COUNTRY CLUB
 HENRY & SPALDING COUNTIES, GEORGIA

MINERVA

GOLF RESERVOR
 NORMAL POOL 10/1/1970

MADE BY
 DATE
 REVISION
 DATE



Section 4: The foregoing amendment of the Zoning Ordinance of Spalding County, Georgia shall become effective immediately upon adoption of this resolution.

Section 5: All Ordinances or resolutions in conflict herewith shall be and are hereby repealed.

2. Consider at first reading the final version of the S-2 Watershed Protection District Ordinance. *Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Morrow the S-2 Watershed Protection District ordinance was unanimously approved on first reading. The Resolution will be incorporated into the minutes on second and final reading.*

X. NEW BUSINESS

1. Consider request from Praise Worship Center to use Oxford Square Parking Lot for an outside event. Pastor Danny Stewart was present to address this item. He said that he was requesting to conduct a three-day revival in the parking lot of Food Depot on Thursday, July 19th, Friday, July 20th and Saturday, July 21st from 7:00 p.m. to 9:00 p.m. There will be outside amplification. County Manager Wilson commented that we did allow this event last year and we did require insurance and the church has provided the insurance for this event. County Manager Wilson advised the Board that we have not charged a rental fee in the past; however, they might want to consider this if there is going to be many requests like this.

Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Morrow the request to use the parking lot for this revival was unanimously approved by a vote of 5-0.

2. Consider request from Minerva regarding additional (approx.) 111.5 acres at proposed Blue Sky Golf & Country Club. The request was permission to allow Henry County to supply sewer and water to an additional 111.5 acres (approx.) of Spalding County to facilitate their residential/golf development project.

Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Massengale the request was unanimously approved by a vote of 5-0.

3. Consider authorizing VOCA grant application by Sheriff's Department. Major Greg Potter and Major Wendell Beam were present to address this item and answer any questions the Board might have. The total grant request is for \$115,447 and will be a First Responder Program in conjunction with the District Attorney. The matching funds of \$67,000 can be done with in-kind match with \$3,000 - \$6,000 being taken from budget. *Upon motion by Commissioner Massengale, seconded by Commissioner Martha McDaniel the submission of grant was unanimously approved by a vote of 5-0.*

4. Consider request from Griffin/Spalding Hospital Authority to allocate funds for a dental program for Health Department in the amount of \$162,600. *Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Morrow request was unanimously approved by a vote of 5-0.*

5. Consider recommendation from Spalding County Board of Health for appointments to the McIntosh Trail Community Service Board. The recommendations from the Board of Health was for Mrs. Suzi Herbert to continue to serve on the Community Service Board and Mrs. Joy Kelley to serve in Horace Bud Kelley's unexpired term of office on this Board.

available but rather in the form of communal parking and not in the form of massive, traditional type parking lots. Most homes sat above street level with a sidewalk system, were closer to the street and denser than in traditional neighborhoods. Streetscape design and fencing and home accents provide visually pleasing aesthetic values. Some residences feature rear lanes to allow for rear garbage pickup and shared driveways. Landscaping for the smaller residential lots can be more intensive and varied. He noted features of townhomes and apartments, as well, many opening onto central courtyards or commons areas. All uses are driven by what people use on a day-to-day basis that could be within walking distance. Most noted it would be improper to add to the village nodes so that they become too close in proximity; this would diminish their effectiveness.

Commissioners generally felt they needed more time to read and study the ordinance since they only received the documentation this morning. Commissioner McDaniel noted there were two applications on the evening schedule for the Zoning Public Hearing that were contingent on a decision on this village node ordinance amendment.

The Land Use Map identifies seven village node areas in the County with access to sewer and water: Heron Bay, Spring Lake, Jackson Road at Highway 155, Rio/Vaughn community, Rover/Moreland Road, Sunny Side and Orchard Hill. Sewer can be by means other than conventional methods, such as a package plant. The Land Use Map is a vehicle by which the County can accomplish controlled growth. He urged commissioners to remember that if they add density somewhere, they should look hard to take away density in other areas so as not to overtax infrastructure. Village nodes should be developed in a pattern with substantial greenspace in between. Concentrating growth into villages is the most effective, economic way to grow the County without overtaxing infrastructure. Village node areas do include Sunny Side and Orchard Hill, as well as other areas such as the area at North McDonough Road at Jackson Road and the Heron Bay development, which has set aside space for a school. Some discussion followed regarding state space requirements for schools, almost resulting in a compound-type campus environment which occupies much area.

Sinclair Hollberg, 3335 Jackson Road, Griffin, Georgia 30223

The area now identified as a village node at Jackson Road and Highway 155 was not originally on the Land Use Map as such, but rather was moved there from the Jackson Road/Teamon Road area. He stated this change came about after an email from Newton Galloway to Community Development Director Chuck Taylor suggesting the move. Due to his leadership role in the community, he represented several organizations. In the Comprehensive Plan the idea of potential growth through concentrated density came about, such as village nodes. People in the County's northeast quadrant have asked that he raise several issues to be addressed:

1. 1/3 of the workers in building village nodes should be County residents.
2. Moratorium on subdivision building in County.
3. Tax district created to generate funds to meet services of village nodes.
4. Support of UGA Campus by freeing up funds through increased tax collections.
5. Mitigate transportation for this main corridor to Atlanta.
6. Public Hearing needs to be held on village node concept.
7. Board of Commissioners should adopt a resolution to respect private property to ensure it not be taken for development.
8. Village Node at Jackson and McDonough Roads (Highway 155) be eliminated.
9. An information office should be set up in the village nodes for community meetings.

Mr. Hollberg said he had great many reservations about this concept. Shouldn't there be space allocated in village nodes for law enforcement precincts, etc.? He felt there was not much money to be made by the County off residential aspects but rather more for commercial/business ventures. It was premature to adopt the ordinance now without much forethought and no public input; he felt each node should have its own ordinance.

Motion was made by Commissioner McDaniel, seconded by Commissioner Davis, to not require the developer to install the fire hydrant in Ingram Hills Subdivision. Motion carried by a vote of 3-2 with Commissioners Goss and Flowers-Taylor opposing.

3. Lift from the Table: Consider request from Paradigm Development and Consulting regarding Savannah Park Subdivision entrance off Oak Grove Road, tabled from 3-20-06 and 4-3-06.

Per the request of the residents and developer, Paradigm Development and Consulting, this issue will remain on the table pending negotiations with area residents for a satisfactory resolution.

Commissioner Davis made a motion to not lift consideration of the request, seconded by Commissioner McDaniel. Vote was 5-0 in favor of the motion.

XI. NEW BUSINESS

1. Consider request to rename By Pass Road to Tom Lindsey Road.

Mr. Wilson said signatures of all property owners on the road had been obtained in support of the name change, and all concerned departments had expressed approval.

Motion by Commissioner McDaniel, seconded by Commissioner Davis, to approve request to rename By Pass Road to Tom Lindsey Road. Motion carried by a vote of 5-0.

2. Conduct Public Hearing to consider establishment of Serene Lake Subdivision street lighting district.

Motion by Commissioner Davis, seconded by Commissioner Flowers-Taylor, to conduct a Public Hearing to consider establishment of Serene Lake Subdivision street lighting district. Motion carried by a vote of 5-0.

Hearing no public comment, there was a motion by Commissioner Davis, seconded by Commissioner McDaniel, to close the Public Hearing to consider establishment of Serene Lake Subdivision street lighting district. Motion carried by a vote of 5-0.

3. Consider request to approve street lighting district for Serene Lake Subdivision.

Motion by Commissioner McDaniel, seconded by Commissioner Davis, to approve establishment of Serene Lake Subdivision street lighting district. Motion carried by a vote of 5-0.

4. Consider request from Chestatee State Bank for Notice and Opportunity to Cure.

Mr. Fortune said the County was the Trustee for the sewer system at Heron Bay, and this document is requested from the bank financing a portion of the system's cost.

Motion by Commissioner Davis, seconded by Commissioner McDaniel, to approve request from Chestatee State Bank for Notice and Opportunity to Cure. Motion carried by a vote of 5-0.

5. Consider declaring surplus and authorizing sale on the Courthouse steps of an 18.8 acre tract on Dewey Street.

Motion by Commissioner Davis, seconded by Commissioner McDaniel, to declare surplus and authorize for sale on the Courthouse steps 18.8 acre tract on Dewey Street at a cost of not less than \$47,000, plus the cost of advertising. Motion carried by a vote of 4-1 with Commissioner Flowers-Taylor opposing.

6. Consider extension of Moratorium on acceptance of rezoning applications to the Village Node district which commenced on February 7, 2006, to terminate October 31, 2006.

Mr. Wilson said this was discussed at the previous Zoning Public Hearing and will allow time for further development and refinement of the Village Node concept.

Motion by Commissioner McDaniel, seconded by Commissioner Flowers-Taylor, to extend Moratorium on acceptance of rezoning applications to the Village Node district which commenced on February 7, 2006, to terminate October 31, 2006. Motion carried by a vote of 5-0.

requirements is definitely warranted. From his vantage as a planner, he felt the County ordinance requires a great deal more parking than is actually needed there, so he felt it was important to return to commercial uses and zoning districts to reduce some of the parking requirements. Mr. Taylor said a balance was struck by limiting impervious surface, and perhaps they can review a maximum number of parking spaces per 1000 square feet instead of just looking at minimums. The language to accommodate this tradeoff between required parking and landscape areas is something that would have to be explored.

Commissioner McDaniel said this was brought to light by the Crestview Baptist Church situation. Commissioner Flowers-Taylor said she understood but parking spaces without trees create environmental and safety problems. Chairman Freeman agreed that some commercial entities don't like to put trees in their parking lots.

Mr. Galloway recommended, and Chairman Freeman concurred, adopting this ordinance and then returning to the issue later to address the parking aspect. The County will be better served, Mr. Galloway felt, to go ahead with approval. If problematic, the County could grant variances to applicants or come back to amend for the tradeoff situation between required parking and landscape areas. All ordinances put in place can certainly be manipulated should the need present itself. Mr. Taylor agreed that the ordinance could certainly be tweaked after implementation as practical applications are encountered. He wanted the Board to be aware this would require more landscaping for commercial developers, but he did not feel it was economically prohibitive. It will, however, demonstrate the County is more serious about landscape design than ever before.

Commissioner Phillips moved to approve Amendment to UDO #A-06-15, seconded by Commissioner McDaniel, and motion carried by a vote of 4-0. Commissioner McDaniel requested that Staff start as soon as possible to address parking requirement issues.

9. **Amendment to UDO #A-07-03:** UDO – Article 4. Fees – Section 419:A-F and Section 417:A-C; Appendix A – Article 3. Fees – Section 301:A-E; Appendix J – Article 3. Fees – amend fee schedules.

Mr. Taylor advised this is a housekeeping ordinance designed to keep up with the costs involved with processing resubmittals, the number of which have increased exponentially with more developments and larger scopes of these developments. Additional fees are not currently collected for resubmittals, such as review fees for plans submitted after original approvals, but quite often these costs are substantive with staff time, engineering costs, etc. This ordinance addresses this issue and also provides for some flexibility of restructuring fees without having to do it within the confines of ordinances with first and second readings, but rather tying them to fees that are approved by a vote of the Board.

Motion to approve Amendment to UDO #A-07-03 was made and seconded by Commissioners McDaniel and Flowers-Taylor respectively, and motion carried 4-0.

D. Other Business:

1. Discussion, per Zoning Attorney Newton Galloway's request, on non-conforming lots of records.

Since Commissioner Goss had a major interest in this discussion, Mr. Galloway asked if the Board would consider moving it to the May 7 agenda. *The Board concurred.*

2. Discussion of Village Design and Transferable Development Rights.

Mr. Taylor advised the process to date for developing the Village Node (VN) concept, particularly in the Rover and Jackson Road areas. Mr. Galloway had begun in November developing the Transferable Development Rights (TDRs) as a development tool for the process, as well. Now the County is at a point where the TDR issue will take a great deal more study and work. He asked if commissioners were comfortable enough with the VN designs to move forward with the study of TDRs as an implementation tool. He reviewed some comments/issues discussed at previous meetings. The Board can then determine if they want to proceed.

Mr. Taylor began with an overview of the Rover VN and the Jackson Road VN. The two, although separated geographically by about 10 miles, share some common concerns. These include density, traffic, infrastructure, and growth beyond the VN boundaries. Citizens in both

areas provided much input during public meetings. Density is needed in order to create the market for the commercial aspect of the VN. Much like the villages of a hundred years ago, there is a higher density of living areas combined with commercial aspects for the Village Node proper with the surrounding area remaining rural beyond the boundaries of the node, and the nodes are designed for walking convenience rather than vehicle traffic. Plans include much detail for pedestrian traffic and aesthetics. TDRs have the most benefit for developers who can purchase them from surrounding property owners and apply them in the VN. The alternative pattern of development is sprawl. In zoning cases where we attempt to prevent sprawl, the VN is a powerful tool as an alternative. Sewer package plants are a good, viable method of providing sewer which promotes higher density. Limiting VNs to sewer package plants means a more manageable number of such plants with greater control. The notification process for surrounding residents was a concern raised, along with traffic dissipation and curb cuts. The multi-family component to the village was also a concern in Rover Village. Mr. Palmer, owner of a tract of land at the corner of Maloy Road and Rover-Zetella Road, requested that his 50 acres be included in the village designation. Mr. Taylor said it was possible to expand villages but in order to keep the walkable radius realistic, expansion was difficult in some circumstances. In the case of the Rover VN, expansion is possible but Mr. Taylor rather suggested looking for a land use break.

Many of the same comments arose from the Jackson Road VN discussions. The northeast quadrant of the county has more VN locations, but projects designate this area for greater development and carry the most risk. This design protects historical resources and addresses somewhat the traffic on Highway 155, which is an issue that will be fleshed out to a greater degree during the Comprehensive Transportation Plan that is currently ongoing.

TDRs are complicated and will most certainly take more discussion and education. Nodal development is a credible alternative to sprawl but needs to be carefully crafted. Comments made about some of the issues raised made staff realize the importance of closely tying in the nodal development growth pattern with the TDR implementation tool afforded by ordinance.

Mr. Galloway said VNs are designated on the Land Use Map and work had progressed on TDRs since the previous discussion. He favors TDRs theoretically but implementation, when relied solely on statutes currently existing, may appear unworkable. Property values are impacted. If TDRs protect the VN areas by having developers buy around it and move those development units into the node by right, then there has to be an economic incentive to the person selling his TDRs to hold the property green. An equilibrium must be maintained between the need for the property to be sold versus the property's need to be maintained. Skewing occurs when an imbalance exists. Mr. Galloway has worked with South Fulton County and also with Brian Davison at Minerva in this area and will continue to do so.

Mr. Galloway wants the Board to extend the moratorium on VNs and consider doing a study on whether or not TDRs are, indeed, viable possibilities. Perhaps imposing a fee at the time of building permit issuance for the purpose of acquiring green property is a viable method. The County needs to require some type of economic incentive to make TDRs comparable in cost so that property owners will commit in this manner rather than selling for development. The first VN development around Heron Bay was designed as an adjunct area and existing design criteria is enough to ensure a good development primarily because there is only one well-known developer with one design and the certainty of financial resources to complete the project satisfactorily.

Mr. Galloway again suggested the County impose a fee at the time of permitting equal to a per-acre cost and then the County can acquire at fair market value. VN boundaries are subjective according to the Board and layout of the nodal design. Development pressure will be there for property owners to sell, so these property owners have to have economic incentive to not develop (i.e., TDR). Therefore, the County must make it as attractive for the owner to execute TDRs as the property owners who sell within the VN area. This is all preliminary and only one county, Fulton, has TDRs currently, but they are not working well for them. TDRs are good in theory but need to be more fully explored. They have to be tweaked, and implementation is key. Conceptually this has good support but some folks, particularly in the Jackson Road area, oppose the practice.

Commissioner McDaniel stated they must assure citizens this won't be an immediate action but rather should demonstrate a good workable plan for future development. He agreed they won't probably have another developer such as Minerva for Village Node development. Sewer is a significant issue, as is financial incentive for TDR property owner to remain green. Much work is left to do, but Mr. Galloway needs authorization should he incur more costs in

the effort to move the process along. It was noted these plans are completely different from Peachtree City development methodologies. Mr. Galloway said they will probably not set up another meeting until they have something new to say. It is the Village Node developers who should market and find anchors for the projects, not the County. We'll have a better idea when the Heron Bay VN comes on line and there is something tangible in place to study, although the one component missing there is TDRs since that was not a necessary tool for that particular node. Mr. Galloway desired of the Board:

- 1) Look at or have staff retain assistance to look at an economic review of TDR viability.
- 2) Extend the current moratorium on VNs.

Mínerva's VN at Baptist Camp and Jordan Hill Road will probably be the next instance of discussion. The concept warrants much additional discussion, particularly at Jackson Road where this area of County will demand more. *The Board of Commissioners, by unanimous consensus of the Chairman and Commissioners Flowers-Taylor, McDaniel and Phillips, authorized Mr. Galloway to continue with the above-stated recommendations.*

Chairman Freeman said he wanted to see a lot of notices in the paper to let people know where we are in the process, but Commissioner Phillips said he agreed with Mr. Galloway that we should not have another community meeting until there are new developments to inform the public. Chairman Freeman said everyone was not sold on the concept. Commissioner McDaniel noted, though, that this was simply authorizing Mr. Galloway to continue.

3. Discussion of North Hill Overlay.

Mr. Galloway said they were tasked to look at North Hill to develop overlay to create improvements in the area. North Hill to Sun City is the general area and overlay is defined as distance on each side of North Hill. The housing code component, which should be first in development, will incorporate defined uses and construction standards to improve general aesthetics. Several components include:

- 1) Drafting an ordinance with housing code building standards for minimal housing.
- 2) Drafting an overlay of the corridor from the City limits to Sun City. The overlay standard itself would create new requirements for construction standards, uses, and improvements to the general aesthetics of the area.
- 3) Application of either of two acts available to Spalding County under current Georgia law.

Mr. Galloway doesn't believe enactment of a housing code or development of overlay area will be sufficient to ensure achievement of objective. So, he explored acts available which would be beneficial in affording success. First, the Georgia Redevelopment Powers Act or the Georgia Urban Redevelopment Powers Act are both options. Under the Urban Act, the County must first designate the area as slum or blighted and then incentives for improvements are available. This is an older alternative and doesn't require public approval, just action of the Board. However, it offers no benefit from issuance of bonds for economic redevelopment.

Under the Redevelopment Powers Act, an economic area is designated as blighted and legislation enacted to complete the designation. Voters would have to vote but would enable bonding authority for a tax allocation district (TAD). Information from an ARC seminar on Tuesdays on TADs stated the area is targeted for development and taxes in the area are essentially capped at existing property values. As the area redevelops, taxes from increased value of property go into a special fund that must be used for area redevelopment. The Board could identify themselves and elect themselves as the Redevelopment Authority and actually borrow money against the increased values of improved property in the redevelopment area. The general fund of the County would not be part of the security and bonds are essentially unsecured. This alternative provides for much greater power and precipitates redevelopment faster. The County would not have authority to go beyond its borders into the City but could designate an area from the City limits to Sun City. Some type designation for blight or slum would be necessary whether doing a TAD or not and could work within the Urban Redevelopment Act, as well. They must get approval from the School Board, also. Before proceeding, Mr. Galloway wanted direction from the Board of Commissioners. These are components for North Hill, and as he noted, left to its own devices, the process of just developing an overlay and/or minimal housing building codes won't get the job done.

Mr. Galloway said, in his estimation, the County needs to develop the housing code and establish the overlay zone. The earliest possible time to establish a TAD is in the next local

the inquiry from Commissioner Goss, Mr. Taylor noted that Sun City's pod 6 is coming up for final platting, and they also fall under the same regulations and have to have 100% vegetation, as does everyone else. They are not exempt from this policy but they did get special approval in the form of an ordinance change from the Board of Commissioners for building permits for their model homes. Mr. Wilson advised they would proceed and final plat approvals would come before the Board during the next 30 to 60 days.

- The Chamber of Commerce and the Downtown Development Authority are working on signage that will direct citizens from Sun City to the downtown area. The Board agreed that signage, banners, etc. can go on rights-of-way for directions and can utilize the County's logo.
- Heron Bay, within the next 45 days, will come in with a request on Lakeview Drive. This gated community is predominantly in Spalding County, but 330' feet of Lakeview Drive is physically in Henry County where the gate area is located. They would like to deed this 330' portion of the street to Spalding County so that all of Lakeview Drive will be under the same ownership. Mr. Fortune noted the County must maintain the road, but Mr. Wilson advised taxes should more than cover this requirement. This would make everything consistent and it has been paved to above-county standards.
- Two press releases, for Library collection donations from impact fees and the sixth consecutive year of Certificate of Achievement for Excellence in Financial Reporting, were executed this past week.
- Updating on 800 MHz, there will be weekly conference calls until the design work is done in June, then weekly meetings will occur. The process is moving ahead and they are moving the location at the Wachovia building to the Williamson Road tower location where they are building a new 200' tower and will be checking with the airport regarding clear zones for the system.
- New Birth Baptist Church wants to rent the Public Defender office again on Mothers' Day weekend. Mr. Wilson received an email request today, and the Board concurred that will be acceptable. Mr. Wilson will advise Pastor Weaver.

XIII. REPORT OF COMMISSIONERS

Goss

Commissioner Goss wants Mr. Wilson to procure the list of the top 100 back tax delinquents from the Spalding County Tax Commissioner. Also, he would like to get serious about dilapidated homes and minimum housing standards. He will be glad to work on this issue which is very important and should not continue to be put off, and hopefully Commissioner Flowers-Taylor could assist.

Flowers-Taylor

She thanked the Board for being patient with her school attendance over last two years, noting she was about to graduate. She wants to get more information on a possible change in tax status for disabled citizens like the gentleman earlier, and she asked that Mr. Wilson get with the Tax Commissioner on possible assistance.

Phillips

No comments.

McDaniel

He agreed they needed to look at the noise generated by jake brakes in the Sun City area. Some areas actually sign that they prohibit this, although he was not sure if they could legally do that. He asked that staff explore such a prohibition in residential areas.

He stated that Commissioners Freeman, Goss and McDaniel attended the grand opening of The Grind Skate Park on Saturday, May 5, 2007. He was amazed and surprised at the several hundred folks in attendance. Nice media coverage will also probably increase activity and use of the skate park. Parks and Recreation is to be commended for the job they did in bringing this project to completion.

Commissioner Phillips noted he will be gone next week to Washington with 300 students.

Freeman

He thanked all in attendance tonight for expressing their concerns about Curves and the adult entertainment issue. He assured them the County has every good intention in resolving the matter. Chairman Freeman concluded by thanking the media for remaining until adjournment.

XIV. ADJOURNMENT

Commissioner McDaniel moved to adjourn at 7:37 p.m., seconded by Commissioner Goss and unanimously approve.

County Clerk

Eddie Freeman
Chairman

Work is progressing on tower sites, and the system should be operational in about a year for the five committed channels, but there may be issues with the additional five frequencies that the Committee was promised early on in the process. Jim Mullihan, State Frequency Coordinator, will not commit to additional frequencies at this point. In answer to Commissioner Flowers-Taylor, Mr. Van Haute responded that the amount for the move from the Wachovia Building has amounted to about \$390,000, and putting the tower on Broad Street was not done due to an engineering business decision by M/A-Com. A timeline of the process to date will be provided for Commissioner Flowers-Taylor.

Motion to approve letter of engagement with Holland and Knight for rebanding efforts for the 800 MHz Communications System by Commissioner Flowers-Taylor, seconded by Commissioner Freeman, carried by a vote of 4-0.

11. Consider Contract with Georgia Department of Transportation, LAR08-S011-00(267) Spalding County for plant mix resurfacing various roads (2008 LARP).

Motion to approve Contract with Georgia Department of Transportation, LAR08-S011-00(267) Spalding County for plant mix resurfacing various roads (2008 LARP) by Commissioner McDaniel, seconded by Commissioner Freeman, carried by a vote of 4-0. Contract on file.

12. Consider the Force Main Construction, Access and Utility Easement Agreement between Spalding County, Spalding County Water and Sewerage Facilities Authority, and Community Services, LLC for the sewer line extension project from Sun City to Heron Bay Village Node.

This agreement between three entities was approved this morning at a called meeting of the Spalding County Water & Sewerage Facilities Authority for this high pressure sewer line, extending on County right-of-way from Sun City by way of Smoak Road and Teamon Road to Highway 155 and up by lift station to the Heron Bay Village Node area in Spalding County and its school property. The Water Authority is also looking at a water line extension project in this area. Minerva Properties is bearing the entire cost of this project.

County Attorney Jim Fortune and County Manager William Wilson answered questions from Commissioner Flowers-Taylor. The County will maintain and even relocate utilities should the County need to widen involved roadways. The County will not bear any expense in acquisition of right-of-way and private property should not be a factor since this is a force main with no residents tying onto the high pressure sewer line.

FORCE MAIN CONSTRUCTION, ACCESS AND UTILITY EASEMENT AGREEMENT

THIS FORCE MAIN CONSTRUCTION, ACCESS, AND UTILITY EASEMENT AGREEMENT (this "Agreement"), is made to be effective as of the 19th day of May 2008 (the "Effective Date"), by and between SPALDING COUNTY, GEORGIA, a political subdivision of the State of Georgia ("Spalding County"), the SPALDING COUNTY WATER AND SEWERAGE FACILITIES AUTHORITY, a public corporation established by the General Assembly of the State of Georgia ("SCWSFA"), and COMMUNITY SERVICES, L.L.L.P., a Georgia Limited Liability Limited Partnership ("Community Services"). Spalding County, the SCWSFA and Community Services are each a "Party" to this Agreement and are sometimes referred to herein collectively as the "Parties."

RECITALS

WHEREAS, Community Services is the owner and operator of a certain wastewater treatment facility permitted by the Georgia Department of Natural Resources, Environmental Protection Division located in Spalding County, Georgia (the "Facility");

WHEREAS, Community Services desires to provide wastewater treatment service to certain portions of the mixed-use development partially located, lying and being in Spalding County, Georgia known as "Heron Bay," together with other geographic areas located within Spalding County as Community Services, in its discretion may elect to serve from time to time (the "Service Areas"); and

WHEREAS, Spalding County and the SCWSFA recognize the benefit of having Community Services provide wastewater treatment services to the Service Areas and desire to undertake or cause to be undertaken the actions necessary to facilitate Community Services' provision of such services the Service Areas, which actions include, without limitation, the construction of a force main (the "Heron Bay Line") and certain related wastewater system components and a pump station (collectively, the "Improvements") between the Service Areas and the Facility; and

WHEREAS, the Parties mutually desire to enter into this Agreement for the purpose of defining their respective rights, roles and obligations of with respect to the construction, operation and maintenance of the Heron Bay Line and any Improvements, the conveyance of certain easements and property interests, and the undertaking of certain actions relating thereto;

NOW, THEREFORE, for mutual consideration and the covenants hereinafter set forth, the Parties, intending to be legally bound, hereby agree as follows:

STATEMENT OF AGREEMENT

Article I. CONSTRUCTION OF IMPROVEMENTS AND CONTRIBUTIONS

Section 1.01 Design and Construction. Community Services shall, at its sole cost and expense, design and construct the Heron Bay Line and any necessary Improvements on behalf of Spalding County and the SCWSFA to accommodate the Service Areas. The design and construction of the Heron Bay Line and any Improvements shall comply with applicable local laws and ordinances and as Community Services deems reasonably appropriate to facilitate the provision of wastewater service to the Service Areas and such other areas as Community Services may designate from time to time. Community Services may consult with Spalding County or the SCWSFA with respect to the design and construction planning of the Heron Bay Line and any Improvements.

The total cost and expense of the design and construction of the Heron Bay Line and any Improvements will be borne by Community Services and shall constitute an advance contribution to Spalding County and the SCWSFA in consideration of the irrevocable and perpetual property interests that Spalding County and the SCWSFA agree to grant pursuant to this Agreement (the "Community Services Contribution"). Spalding County and the SCWSFA acknowledge and agree that the Community Services Contribution constitutes good and adequate consideration and sufficiently supports their respective obligations to Community Services as defined in this Agreement.

Section 1.02 Permits and Authorizations. Spalding County shall grant, or, if applicable, apply for and obtain in its name and pursuant to its authority, such permits, approvals, easements, agreements, and other authorizations as may be necessary or appropriate for the construction and installation of the Heron Bay Line and any Improvements (collectively, "Authorizations"), including, without limitation, Authorizations required by Spalding County and the Georgia Department of Transportation ("GDOT"). The Parties specifically acknowledge and agree that Spalding County will be required to allow the installation of the Heron Bay Line within (a) the Teamon Road/Spalding County right-of-way and (b) Smoak Road/Spalding County right-of-way (collectively the "County ROWs"). The Parties additionally acknowledge and agree that GDOT Authorizations will be required to allow the installation of the Heron Bay Line within the Georgia Route 155/GDOT right-of-way (the "GDOT ROW"). Community Services agrees to reimburse Spalding County for all necessary and reasonable charges, if any, from GDOT to Spalding County that directly arise from Spalding County's acquisition of the GDOT Authorizations, *provided however*, that prior to Spalding County incurring such GDOT charges, Spalding County shall provide advance notice of all such GDOT charges to Community Services and provide Community Services the opportunity to approve such charges as necessary and reasonable within the meaning of this Section 1.02, which approval shall not be unreasonably withheld.

To facilitate Spalding County's compliance with the foregoing obligations, Community Services shall provide Spalding County with relevant documentation and information, including design plans, surveys and the like. All Authorization requests, applications, and supporting materials, including those that concern or relate to construction easements or disturbance limits within the County ROWs and the GDOT ROW, are subject to Community Services' prior review and approval.

The Heron Bay Line and any Improvements shall be constructed pursuant to, and in accordance with, all specifications set forth in the applicable Authorizations, including, without limitation, any and all disturbance limits set forth therein, and any rules and regulations related thereto. To the extent required, Spalding County shall facilitate any road closures needed for any construction activity or work performed by, or on behalf of, Community Services under this Agreement.

Community Services' obligations and performance under this Agreement are expressly conditioned upon Spalding County's ability to obtain and grant all Authorizations described hereinabove and the ability of both Spalding County and the SCWSFA to obtain and grant all easements and other benefits to Community Services under Article II of this Agreement.

Section 1.03 Date of Commencement. The "Commencement Date" for construction of the Heron Bay Line and any Improvements for the purpose of this Agreement shall be deemed to mean such time when all Authorizations have been issued by applicable governmental authorities and actual construction has commenced beyond preparation. Community Services agrees to enter into a construction contract for the construction and installation of the Heron Bay Line and any Improvements (the "Construction Contract") prior to the Commencement Date.

Section 1.04 Right to Inspect. Community Services shall cause the Heron Bay Line and any Improvements to be completed in a good and workmanlike manner and in compliance with all applicable governmental regulations, requirements and Authorizations. Spalding County and the SCWSFA shall have the right to periodically inspect the construction of the Heron Bay Line and any Improvements from time to time as they may deem necessary and appropriate.

Section 1.05 Completion and Ownership Rights. Upon completion of the construction of the Heron Bay Line and any Improvements, Community Services shall furnish, or cause to be furnished, to Spalding County or the SCWSFA, a complete set of final "as-built" plans for the Heron Bay Line and any Improvements, as applicable. Upon completion of the Heron Bay Line and any Improvements, Spalding may elect to convey portions of the Heron Bay Line and any Improvements located within the County ROWs or the GDOT ROW to the SCWSFA.

Section 1.06 Restoration Work. During the construction of the Heron Bay Line and any Improvements, Community Services shall use its best efforts to restore impacted areas within the County ROWs and the GDOT ROW to substantially the same condition as they existed before construction (the "Restoration Work"). Community Services shall fund the cost of the Restoration Work and coordinate its timing to minimize disruption of or interference with surrounding residences, business operations, and traffic patterns.

Section 1.07 Maintenance. Upon the completion of the Heron Bay Line and any Improvements and upon the recordation of the Easements contemplated by Article II of this Agreement, Community Services shall be responsible for the inspection, maintenance, repair and replacement of the Heron Bay Line and any Improvements. Community Services shall complete such inspection, maintenance, repair and replacement with due diligence and in a good and workmanlike manner in accordance with applicable law.

Article II. TITLE AND EASEMENTS

Section 2.01 Ownership. During construction, and at all times thereafter, title to the portions of the Heron Bay Line and any Improvements located within the County ROWs and the GDOT ROW shall be held by Spalding County and shall at all times be subject to, and burdened by, the irrevocable easement rights granted to Community Services as set forth in this Agreement. Community Services and its successors and assigns shall retain all ownership rights to the portions of the Heron Bay Line or any Improvements not located within the County ROWs or GDOT ROW.

Section 2.02 Easement Grant.

Concurrent with the execution of this Agreement, Spalding County shall grant, bargain and convey to Community Services one or more irrevocable, perpetual, exclusive easements through the portions of the Heron Bay Line and Improvements located in the County ROWs and the GDOT ROW and an irrevocable, perpetual non-exclusive easement, in, on, upon, over, through and across the County ROWs and the GDOT ROW necessary, and for the purpose of, Community Services' installation, use, operation, inspection, maintenance and repair of the Heron Bay Line and any Improvements. The foregoing easements shall be granted and conveyed to Community Services, together with one or more non-exclusive, perpetual easements for ingress and egress to and from and on, over, through and across, the drives and roadways within the County ROWs and the GDOT ROW necessary to access the Heron Bay Line and any Improvements by Community Services (collectively, the "Easements").

The form and content of each Easement shall be subject to Community Services prior review and written approval as to form and content.

Community Services shall incur all costs and expenses associated with surveying, legal description development, document preparation and recording of the Easements. Original, fully executed copies of the Easements granted pursuant to this Section shall be delivered to Community in approved, recordable form on or before the Commencement Date.

Section 2.03 Future Right-of-Way Improvements. If, at any time following the completion of the Heron Bay Line or any Improvements, Spalding County or GDOT deems it necessary to widen or increase the County ROWs and/or the GDOT ROW, upon reasonable notice and request, Community Services, at its sole cost and expense, agrees to relocate, or cause to be relocated, the portions of the Heron Bay Line and any Improvements located within such areas, *provided, however,* that applicable Easements or ROW's are first amended or replaced by comparable easements or ROW's sufficient to accommodate the relocation and continued operation of the Heron Bay Line and Improvements.

Section 2.04 Future Design Modifications. If, at any time following the completion of the Heron Bay Line or any Improvements, Community Services deems it necessary, in its sole and absolute discretion, to install within the County ROW and/or the GDOT ROW, one or more additional force mains or other apparatus, the County agrees and acknowledges that Community Services,

upon reasonable notice to the County, shall be permitted to install such force mains or other apparatus at its sole cost and expense in accordance with the obligations, terms and conditions imposed upon the Parties under this Agreement.

Article III. RESERVATION OF RIGHTS BY COMMUNITY

Section 3.01 Tap-in; Service Provision; No Third-Party Beneficiaries. Community Services reserves the right, on behalf of itself and any of its affiliates, successors, designees and assignees under this Agreement, to withhold, or grant, consent and permission to any third party to tie-on to any portion of the Heron Bay Line. Nothing set forth in this Agreement shall be construed to foreclose, limit, restrict or otherwise impact in any way, Community Services right to operate and manage the Facility as it, in its sole and absolute discretion, deems necessary or appropriate, subject to applicable law. Nothing in this Agreement shall require or obligate Community Services to provide service to any party, including any party located or to be located within the Service Area. The Parties expressly agree and acknowledge that there are to be no third-party beneficiaries to this Agreement.

Section 3.02 Sale of Sewer Taps. Community Services reserves the right to require all builders building within the Heron Bay Development to buy sewer taps directly from Community Services. Spalding County agrees that it shall not sell sewer taps to any builder building within the immediate vicinity of the Heron Bay Line, and further that Spalding County shall cooperate in the sale of the sewer taps only as they relate to directing purchase of sewer taps by builders from Community Services.

Article IV. DEFAULT

Section 4.01 Default; Limitation of Liability. An "Event of Default" under this Agreement by any Party (the "Defaulting Party") shall be deemed to have occurred upon the failure to observe or perform any of the covenants, conditions or obligations of this Agreement within thirty (30) days after receiving written notice from another Party specifying the nature of such failure, provided that if such covenant, condition or obligation shall be of such nature that it can be fulfilled or performed and if the Defaulting Party in good faith commences to fulfill or perform same within said thirty (30) day period, but due to the nature of same it could not be reasonably fulfilled or completely performed within said thirty (30) day period exercising due diligence, an Event of Default shall not be deemed to have occurred if the Defaulting Party is then diligently pursuing the fulfillment or performance thereof and shall thereafter continuously and diligently proceed therewith until completion.

If any Party commits an Event of Default, then the Party to whose benefit the breached covenant runs (the "Non-Defaulting Party") shall have all remedies available under this Agreement at law or in equity (including, without limitation, the right to specific performance and injunctive relief). Additionally, if the Event of Default is the failure to reimburse amounts due hereunder, then the amount to be reimbursed by the Defaulting Party shall bear interest from the date due at the rate of the lesser of (i) twelve percent (12%) per annum, or (ii) the highest rate allowed by applicable law.

Furthermore, and notwithstanding anything contained to the contrary in any other provision hereof, the monetary liability of any Defaulting Party shall be limited to the actual costs of performing and fulfilling any obligation for which such Defaulting Party is responsible hereunder, and the allocable portion of costs and expenses for which the Defaulting Party is responsible pursuant to this Agreement, together with interest thereon at the lesser of (i) twelve percent (12%) per annum or (ii) the highest rate allowed by applicable law, and all costs incurred in collecting such amounts, including reasonable attorneys' fees actually incurred.

Section 4.02 Injunctive and Other Remedies. In the event of a threatened breach or default by any Party of any obligation of this Agreement, the other Parties shall be entitled to obtain an order specifically enforcing the performance of such obligation or an injunction prohibiting any such breach. In such event, the Parties hereby acknowledge the inadequacy of legal remedies and the irreparable harm which would be caused by any such breach or threatened breach and/or relief by other available legal and equitable remedies from the consequences of such breach or threatened breach.

Section 4.03 Nonwaiver. No delay or omission of any Party in the exercise of any right accruing upon any default of another Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Party of a breach of, or a default in, any of the terms and conditions of this Agreement by the other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. Except as otherwise specifically provided in this Agreement, (a) no remedy provided in this Agreement shall be exclusive but each

shall be cumulative with all other remedies provided in this Agreement and (b) all remedies under this Agreement, at law or in equity shall be available.

Section 4.04 Non-terminable Agreement. No breach or default of the provisions of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner whatsoever, any other rights or remedies which any party may have hereunder by reason of any breach of the provisions of this Agreement.

Section 4.05 Force Majeure. No Party is liable for failure to perform (except with respect to payment obligations) solely caused by unavoidable casualty, delays in delivery of materials, embargoes, government orders, acts of civil or military authorities, acts by common carriers, emergency conditions (including weather conditions) incompatible with safety or good quality workmanship, or any similar unforeseen event that renders performance commercially implausible. If an event of Force Majeure occurs, the Party injured by another's inability to perform may suspend the Agreement, in whole or part, for the duration of the Force Majeure circumstances. A Party experiencing the Force Majeure circumstances shall cooperate with and assist the injured Party in all reasonable ways to minimize the impact of Force Majeure on the injured Party, which may include locating and arranging substitute services if necessary.

Article V. FUNDING AND AUTHORIZATIONS

Section 5.01 No Further Authorizations Required. This Agreement is expressly authorized by Spalding County and the SCWSFA, and all other applicable authorities, and no further resolutions or approvals are required in order for Spalding County or the SCWSFA to carry out their obligations under this Agreement. Spalding County and the SCWSFA represent and warrant that the Easements may be granted and that the Community Services Contribution may be accepted without further approval, resolution, public notice, or any other undertaking by Spalding County or the SCWSFA.

Section 5.02 Building Permits. As of the Effective Date of this Agreement, Spalding County agrees that no building permit for construction within Heron Bay will be denied due to the lack of sewer service; however, a certificate of occupancy shall not be issued until sewer service is operational.

Article VI. SUBCONTRACTS

The Parties shall each be responsible for the work undertaken by their respective employees, agents, subcontractors and designees. Nothing contained in this Agreement shall create any contractual relationship between a Party and another Party's employees, agents, subcontractors or designees.

Article VII. ASSIGNMENT OF AGREEMENT

Community Services shall have the right to assign its rights and obligations under this Agreement, whether in part or in whole, to any party without prior consent, including, without limitation, assignment to related or unrelated affiliates, successors, assigns, trustees, or governmental authorities.

Article VIII. NOTICES

Any notices which may be permitted or required under the terms and provisions of this Agreement shall be in writing and shall be deemed to have been duly given, except as otherwise provided in this Agreement, as of the date and time the same are received by the Party to whom the notices are sent. If any Party provides for a copy (or copies) of such notice to be delivered as set forth below, notice to such Party shall be deemed given only in the event such copy (or copies) are also deemed received. Such notices shall be deemed received upon hand delivery or by Federal Express or equivalent courier and evidenced by a notation on the records of that courier that such notices were delivered to the parties at the following addresses or if sent by facsimile, upon receipt of written confirmation from the transmitting facsimile machine that such notices were delivered to the parties at the following facsimile numbers:

To Community Services:	Community Services, L.L.L.P. Attention: Mr. Brian Davison 2292 Henderson Mill Road Atlanta, Georgia 30345 Telephone No.: 678/808/8000 Facsimile No.: 678/808/8001 E-Mail: bdavison@minerva-usa.com and Community Services, L.L.L.P. Attention: Mr. Joe Harris 2292 Henderson Mill Road
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Atlanta, Georgia 30345
 Telephone No.: 678/808/8000
 Facsimile No.: 678/808/8001
 E-Mail: jharris@minerva-usa.com

With a copy to:

Epstein Becker & Green, P.C.
 Attention: Daniel H. Sherman IV, Esq.
 Resurgens Plaza
 Suite 2700
 945 East Paces Ferry Road
 Atlanta, Georgia 30326
 Telephone No.: (404) 923-9038
 Facsimile No.: (404) 923-9938
 E-Mail: dhs Sherman@ebglaw.com

To Spalding County:

Spalding County Board of Commissioners
 Attn: County Manager
 P O Box 1087
 Griffin, GA 30224
 Telephone: 770-467-4233
 Facsimile: 770-467-4227
 E-Mail: wwilson@spaldingcounty.com

To SCWSA:

Spalding County Water & Sewerage Facilities Authority
 P O Box 1087
 Griffin, GA 30224
 Telephone: 770-467-47233
 Facsimile: 770-467-4227

With a copy to:

Beck, Owen and Murray
 One Griffin Center - Suite 600
 Griffin, GA 30223
 Attn: James R. Fortune, Jr., Esq.
 Telephone: 770-227-4000
 Facsimile: 770-229-8524
 E-Mail: jfortune@beckowen.com

ENTIRE AGREEMENT

This Agreement, including the documents incorporated herein by reference, set forth the entire agreement of the Parties with respect to the subject matter hereof. No change, modification, or attempted waiver of this Agreement or of any of its provisions shall be of any effect unless in writing and duly signed on behalf of the party against which it is sought to be enforced. This Agreement shall be binding upon the parties and upon their respective heirs, executors, administrators, personal representatives, successors, and assigns.

Article IX. FURTHER ASSURANCES

On and after the Effective Date, the Parties shall, at the request of the other, make, execute and deliver or obtain and deliver all such certificates, resolutions and instruments and documents, and shall do or cause to be done all such other things which any party may reasonably require to effectuate the provisions and the intention of this Agreement.

Article X. NON-DEDICATION

Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of any property to the general public or for any public use or purpose whatsoever, it being the intention of the Parties hereto that nothing in this Agreement, expressed or implied, shall confer upon any person, other than the Parties hereto and their respective heirs, successors, grantees, and assigns, any rights or remedies under or by reason of this Agreement.

Article XI. NO PARTNERSHIP OR JOINT VENTURE

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, nor to impose any partnership obligations or liabilities on either Party. Furthermore, no Party shall have any right, power or authority to enter into any agreement or undertaking for or on behalf of, to act as or be an agent or representative of, or to otherwise bind any other Party.

Article XII. DURATION

This Agreement and the Easements, rights, restrictions, obligations and liabilities hereby and hereunder created shall be perpetual to the extent permitted by law, unless otherwise provided herein.

Article XIII. SURVIVAL

This Agreement shall survive the Community Services Contribution and the construction of the Heron Bay Line and any Improvements.

Article XIV. MISCELLANEOUS

Section 14.01 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to conflicts of law provisions. Venue for all actions or claims arising from this Agreement shall be the courts of general jurisdiction in Spalding County, Georgia.

This Agreement is subject to the rules, regulations, orders and other requirements, nor or hereafter in effect, of all governmental authorities having jurisdiction over this Agreement, the Parties or any of them, provided, however, that the provisions of this Agreement shall not be amended, modified or abrogated by any rules, regulations, order or other requirements promulgated, enacted or issued by Spalding or any other governmental entity after the Effective Date of this Agreement.

Section 14.02 Severability. If all or any portion of any provision of this Agreement shall be declared invalid or unenforceable under applicable laws, then the performance of such portion shall be excused to the extent of such invalidity or unenforceability, but the remainder of this Agreement shall remain in full force and effect; *provided, however*, that if the excused performance of such unenforceable provision shall materially and adversely affect the interest of either Party, the Party so affected shall have the right to terminate this agreement by written notice thereof to the other Party, whereupon this Agreement shall become null and void and of no further force or effect.

Section 14.03 Exhibits. Whenever in this Agreement there is any reference to any article, section or exhibit, unless the context shall clearly indicate otherwise, such reference shall be interpreted to refer to an article, section, or exhibit in or to this Agreement. Each exhibit referred to in this Agreement is hereby incorporated herein by reference and made a part of this Agreement in the same manner as if it were restated verbatim herein.

Section 14.04 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one and the same Agreement.

Section 14.05 Amendments. Any amendment to this Agreement must be in writing and signed by all Parties.

Section 14.06 Construction of Agreement. The Parties acknowledge that each Party and its counsel have participated in the negotiation and preparation of this Agreement. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the Party causing the agreement to be drafted.

Section 14.07 Number and Gender. All words and phrases used in this Agreement including, without limitation, all defined words and phrases, regardless of the number or gender used therein, shall be deemed to include any other number or gender as may be reasonably required by the context. If any Party to this Agreement is designated in this Agreement to be more than one person, then in such event, each Person so designated shall be jointly and severally liable for all duties, obligations and liabilities of such party hereunder.

IN WITNESS WHEREOF, the authorized representatives of the Parties have respectively caused this Agreement to be entered into on behalf of the Parties and the seals of the Parties to be affixed hereto on the date and year first above written.

Witness

COMMUNITY SERVICES:
COMMUNITY SERVICES, L.L.L.P.
a Georgia Limited Liability Limited Partnership
By: MBABGP, a Georgia Limited Liability Company, its
General Partner
Name: Brian Davison, Manager

Witness

SPALDING COUNTY:
SPALDING COUNTY, GEORGIA, a political
subdivision of the State of Georgia
Name: Edward Goss, Jr., Chair, Board of Commissioners

Witness

SPALDING COUNTY WATER AND SEWERAGE
FACILITIES AUTHORITY:
SPALDING COUNTY WATER AND SEWERAGE
FACILITIES AUTHORITY, public corporation
established by the General Assembly of the State of
Georgia
Name: Dave Lamb, Chairman
Spalding County Water and Sewerage Facilities Authority

Motion to approve the Force Main Construction, Access and Utility Easement Agreement between Spalding County, Spalding County Water and Sewerage Facilities Authority, and Community Services, LLC for the sewer line extension project from Sun City to Heron Bay Village Node, contingent upon refining the contact with Community Services LLLP to clearly state that anything spent out of pocket shall be reimbursed to the County, by Commissioner McDaniel and seconded by Commissioner Flowers-Taylor, carried by a vote of 4-0.

13. Consider approval of Capacity Agreement relative to state inmates housed at the Correctional Institution for FY 2009.

Motion to approve approval of Capacity Agreement relative to state inmates housed at the Correctional Institution for FY 2009 by Commissioner Flowers-Taylor, seconded by Commissioner Freeman, carried by a vote of 4-0. Contract on file.

14. Consider authorizing initiation of text amendments to amend number of dwelling units allowed per building in apartments and to provide for schools as a permitted use in the Village Node classification.

This request was brought about by discussions with Minerva Properties relative to their new charter school that is anticipated in the Heron Bay Village Node. The inclusion of schools was merely an oversight in development of this ordinance initially, and this amendment should correct that omission. With regard to apartments, a developer is interested in building larger apartment buildings with smaller footprints which won't affect the number of units but rather accommodate for larger buildings. The buildings will have greater mass and be taller. The height restrictions are rather generous already and won't be adversely affected. This amendment won't increase parking requirements since that is based on number of units, so more greenspace should be the end result with less impervious space. Even with the amendment, these buildings won't qualify as mid-rise, let alone high-rise buildings. An affirmative vote tonight will initiate a request to the Planning Commission for due process.

Motion and second to approve authorizing initiation of text amendments to amend number of dwelling units allowed per building in apartments and to provide for schools as a permitted use in the Village Node classification by Commissioners Flowers-Taylor and Freeman, carried 4-0.

15. Consider lease agreement with the City of Griffin for Volunteer Park, Watkins Field, City Park Gymnasium and Beck Field.

LEASE AGREEMENT

STATE OF GEORGIA,
COUNTY OF SPALDING,

THIS LEASE AGREEMENT, dated May 19, 2008 is made and entered into by and between the CITY OF GRIFFIN (the "City"), a municipal corporation of the State of Georgia, as Lessor, and the COUNTY OF SPALDING, (the "County"), a political subdivision of the State of Georgia, as Lessee;

WITNESSETH:

WHEREAS, The City and the County are authorized to exercise certain governmental powers to provide organized recreational services to their citizens and agree that recreational services can best be delivered through a community-wide program and through past experience have found the County to be uniquely qualified to provide such services for all citizens of Spalding County;

WHEREAS, It is in the best interest of all citizens not to duplicate recreation programs, especially when funded through ad valorem taxation;



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: SPALDING COUNTY

Service: Stormwater Collection

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

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

- b.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

- c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **City of Griffin**)

- d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

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

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

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

- No**

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

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

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

Local Government or Authority	Funding Method
City of Griffin	Stormwater Utiltiy 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:

Agreement Name	Contracting Parties	Effective and Ending Dates
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?

The City of Griffin has secured legislation to create and operate the Stormwater Utility.

7. Person completing form: **Steve Ledbetter, PhD, County Manager**
 Phone number: **770-467-4224** Date completed: October 27, 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 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: SPALDING COUNTY

1. What incompatibilities or conflicts between the land use plans of local governments were identified in the process of developing the service delivery strategy?
 None

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

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

If "other measures" was checked, describe these measures:

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? See Appendix A (Water Distribution Agreement); Appendix B (Sewer Service Map)

4. Person completing form: **Steve Ledbetter, PhD**

Phone number: **(770) 467-4224** Date completed: October 27, 2022

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:

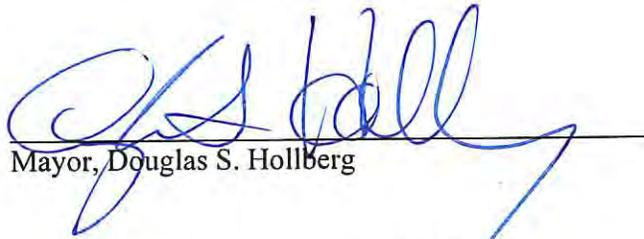
A RESOLUTION

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN, GEORGIA, APPROVING THE WATER SALES AGREEMENT AND INTERGOVERNMENTAL AGREEMENT DEFINING THE RELATIONSHIP BETWEEN THE CITY OF GRIFFIN, GEORGIA AND THE SPALDING COUNTY WATER AND SEWERAGE FACILITIES AUTHORITY; AND FOR OTHER PURPOSES.

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN, GEORGIA, that the Water Sales Agreement and Intergovernmental Agreement Defining the Relationship Between the City of Griffin, Georgia and the Spalding County Water and Sewerage Facilities Authority (hereinafter the "Agreement") is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor, City Manager, and City Attorney are hereby authorized to execute the Agreement and any other necessary documents associated with the Agreement.

SO RESOLVED, this 8th day of December 2020.



Mayor, Douglas S. Hollberg

(CITY SEAL)

ATTEST:



Kenny L. Smith, Secretary

STATE OF GEORGIA

COUNTY OF SPALDING

**WATER SALES AGREEMENT
AND INTERGOVERNMENTAL AGREEMENT
DEFINING THE RELATIONSHIP BETWEEN THE CITY OF GRIFFIN, GEORGIA,
AND THE SPALDING COUNTY WATER AND SEWERAGE FACILITIES AUTHORITY**

THIS AGREEMENT, made and entered this 9TH day of December, 2020, by and between the CITY OF GRIFFIN, a Georgia municipal corporation (hereafter referred to as the “City”), and the SPALDING COUNTY WATER AND SEWERAGE FACILITIES AUTHORITY, a public corporation created by Georgia Laws 1982, p. 4987, and amended by Ga. Laws 1988, p. 4822 and Ga. Laws 1993, p. 4863 (hereafter referred to as “SCWA”; collectively, the City and SCWA are referred to as the “Parties”), provides as follows:

WHEREAS, the City, pursuant to its Charter and general laws, is empowered to own, operate, extend, and maintain a system of water supply, treatment, and distribution lines within and without its municipal boundaries, and by virtue of such authority owns and operates both a retail system of water supply, treatment and distribution throughout said City, and in portions of unincorporated Spalding County, and owns and operates a wholesale system of water supply and production which currently serves various water distribution systems, including but not limited to the SCWA Water System, the Coweta County Water System, municipal water systems in Pike County operated by the cities of Zebulon, Williamson and Concord, with occasional sales of treated drinking water to the counties of Butts and Lamar;

WHEREAS, the Parties and County of Spalding, on December 13, 1995, entered into a Water Sales Agreement and Intergovernmental Contract, commencing January 1, 1996, and terminating on December 31, 2020 (hereafter referred to as the “1995 Agreement”). Under the terms of said 1995 Agreement, there was to be no early termination unless the governing bodies of all parties first mutually agreed and resolved that termination was in the mutual best interest of all parties;

WHEREAS, by authorizing the approval and execution of this Agreement (hereafter referred to as “this Agreement”, or the “2021 Agreement”), the Parties, through their governing bodies, find and conclude it is in the mutual best interest of both parties hereto, to allow the 1995 Agreement to expire, effective at 12:00 p.m. on December 31, 2020, and to enter into a new Water Sales Contract, effective at 12:01 a.m. on January 1, 2021, for a twenty-five (25) year term to run through and to include December 31, 2045; and

WHEREAS the Spalding County Water and Sewerage Facilities Authority is a public corporation created for the purpose of acquiring, constructing, equipping, maintaining, and operating water supply, treatment, and distribution facilities within its statutorily defined special district, being comprised of unincorporated Spalding County, pursuant to which said SCWA in 1987 undertook to operate the Spalding County Water System, now known and referred to herein as the “SCWA Water System”. Under the original 1995 Agreement, the City served as the exclusive and sole provider of treated drinking water to the SCWA Water System; and

WHEREAS the Spalding County Water and Sewerage Facilities Authority and the City of Griffin agree that the extension of water and sewer along the Arthur K. Bolton Parkway and the connection of Cabin Creek Wastewater Treatment Plant with the Springs Industries treatment facility is a goal for both entities and is crucial to economic development in all of Spalding County.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, WARRANTIES, AND PROMISES HEREIN MADE, THE RECEIPT, ADEQUACY AND SUFFICIENCY OF WHICH ARE MUTUALLY ACKNOWLEDGED, THE PARTIES AGREE TO BE BOUND, EACH UNTO THE OTHER, AS FOLLOWS:

ARTICLE I LEGAL AUTHORITY

This writing shall constitute a binding, legal contract, valid and enforceable against both parties whose signatures shall appear in execution thereof, in accordance with the terms and conditions hereinafter

set forth, under the authority granted by Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia, known as the “Intergovernmental Agreements” clause. Payment obligations set forth and established herein shall constitute a general obligation of the party affected to which its full faith and credit is hereby pledged. Each of the Parties covenant that it legally exists, has the requisite legal authority to provide the services contracted, has adequate and ample legal authority to perform the services contracted or to contract for such services, has adequate fiscal capability and staffing to utilize and provide such services, and otherwise to do all things necessary, convenient, desirable and expedient to carry out and perform the obligations and responsibilities herein set forth, either expressly or by reasonable implication. Furthermore, for the term of this agreement, all Parties agree to exercise good faith and best efforts to adequately fund and carry out such undertakings, including expressly, but without limitation, the power to establish, levy and enforce collection of reasonable rates, fees, and charges for the operation of its respective water supply, treatment and distribution system and the services contemplated by this agreement. The Parties further covenant and agree to cooperate fully with one another in the joint undertakings required to further the spirit and intent of the agreement herein made, including defending this agreement as valid, binding, and enforceable in any proceeding in which it may be in issue, including future bond validation proceedings filed by any party.

The Parties covenant and agree they have fully performed all conditions precedent to execution of this 2021 Agreement, including obtaining the requisite authority to approve and execute the agreement by resolution of their governing bodies, obtaining any required review and approval in advance of execution by any officer, attorney, or agent of the governing body, and by causing a fully executed original thereof, with the party’s corporate seal affixed, to be spread upon the Minutes of the meeting at which approved. Any and all objections or defenses of a procedural or technical nature to the validity and authenticity of this Agreement, or its admissibility in any legal or administrative proceeding is hereby waived.

By entering into this agreement, the Parties agree that the City acquires no property rights or ownership interest in the facilities or water system of SCWA, and SCWA acquires no property rights or

ownership interest in the facilities or water system of the City.

ARTICLE II TERM OF AGREEMENT

This Agreement shall become effective at 12:01 a.m. on January 1, 2021 and shall terminate at Midnight on December 31, 2045; provided, however, notwithstanding the foregoing, for the purposes of Article VI, EXTRATERRITORIAL WATER SALES BY CITY, the term of the covenants made by SCWA therein shall run for a term coinciding with the longest water sales agreement between the City and a water system operator outside of SCWA, or for a term not to exceed fifty (50) years from the effective date of this Agreement, whichever is less. It is expressly agreed that there shall be no early termination of this Agreement during the term stated unless both Parties first mutually find and agree that termination of this 2021 Agreement would be in the mutual best interest of both parties. Unilateral notification of termination or intent to terminate from future performance of the obligations hereby imposed for the full term stated shall not be effective or binding.

This Agreement is made in contemplation of the Parties, together with Spalding County, working together to explore the formation of a Joint Water Authority in Griffin and Spalding County within five (5) years from January 1, 2021, unless extended by agreement of the parties. The City of Griffin and the Spalding County Water and Sewerage Facilities Authority shall, within 60 days of the execution of this Agreement, form an exploratory committee (the "Committee") comprised of elected and appointed officials from the City of Griffin Board of Commissioners, the Spalding County Board of Commissioners and the Spalding County Water and Sewerage Facilities Authority, together with staff from the City of Griffin and Spalding County as appropriate, to include the City Manager and County Manager, to begin negotiations with the goal of forming a Joint Water Authority. On or before March 15, 2021 the Committee shall hold its first meeting. The committee shall meet regularly, at least every other month and shall provide reports regarding the progress of the Committee to the Board of Commissioners for the City of Griffin, members of the Spalding County Water and Sewerage Facilities Authority, and the Board of Commissioners for

Spalding County.

The Committee shall work diligently to explore the costs and benefits of a Joint Authority, with the goal being to determine how best to avoid duplication of services in the City of Griffin and unincorporated Spalding County for the benefit of the citizens in Griffin and Spalding County. The Committee shall be charged with the investigation, audit and review of the budgets, expenditures, assets, liabilities, and processes of the City of Griffin and the Spalding County Water and Sewerage Facilities Authority. This due diligence shall include a cost-benefit analysis, review of employees and employment needs, the administration of a Joint Authority to include customer service, billing and collection, and maintenance and expansion of the water system, with advice and input from attorneys, accountants, and engineers as necessary to diligently explore the pros and cons of the formation of a Joint Authority.

If after due diligence but before the expiration of the five (5) year period contemplated herein, the Committee determines a Joint Authority is not feasible, neither Party will have any further obligation under this contract relating to the formation of a Joint Authority, and this Agreement shall remain in full force and effect for the remaining term. If the Committee determines that a Joint Authority is feasible, the 5-year due diligence period for the formation of a Joint Authority can be extended by agreement of the parties. Upon formation of a Joint Authority, this Agreement shall terminate and become null and void.

Failure of any Party to act with reasonable diligence to pursue the formation of a Joint Authority may result in the aggrieved Party seeking resolution by filing suit in the Superior Court of Spalding County or agreement to mediate to enforce this agreement to pursue all avenues available for the formation of a Joint Authority. The five (5) year time period contemplated by this Agreement shall be tolled during the pendency of any lawsuit or mediation process.

ARTICLE III SALE OF WATER TO SCWA

Throughout the term of this Agreement, the City will be the exclusive and sole provider of treated

drinking water for the SCWA Water System, and shall be obligated to furnish all treated water requirements of the SCWA Water System, subject to written notice of substantiated additional demand as set forth herein, except for treated drinking water sold by the Henry County Water & Sewer Authority exclusively to serve that portion of the Heron Bay Subdivision located in the SCWA's service area, as authorized by the Water Master Plan 2010-2050, heretofore adopted by the Parties and Spalding County.

In order to establish objectively the SCWA's water supply needs, the parties agree meet together no less than two (2) times per year to jointly plan future needs of the SCWA Water System, including (a) adoption of a timetable reflecting anticipated increased demands, and (b) periodic updates no less than twice annually for the purpose of establishing the projected needs for water supply, system maintenance, and capital improvements. If the City is unable to perform its water supply obligations under this agreement for more than 90 days following written notice of increased demand by the SCWA, the SCWA is free to negotiate with an outside water supplier for its purchase for the amount required by the SCWA. that the City is unable to provide.

ARTICLE IV SALES PRICE

(a) The SCWA agrees to pay the City for all water purchased for use by the SCWA Water System, based upon the reading of meters as hereinafter set forth, pursuant to the pricing formula attached hereto as Exhibit "A", which by reference is incorporated herein and made a part hereof. For illustrative purposes, attached hereto as Exhibit "B" is a *pro forma* example calculating the rate for water sold during 2019.

(b) Future rate adjustments shall be made annually, effective as of January 1 of the ensuing calendar year, based upon the most recent fiscal year-end audit of the City; in the event audited financial data is unavailable to impose new rates by January 1, not less than 30 days notice of the new rate shall be given, in writing, to the SCWA, stating the date on which the new rate shall become effective.

(c) During and throughout the term of this Agreement, all water customers connected onto the SCWA

Water System shall be individually metered. Temporary customers of SCWA shall be issued meters by the City on the same terms and conditions as its customer service policy provides regarding Temporary Service. Said policy provides as follows: "Temporary Service - The establishment of some or all utility services for a shortened and defined period for the purpose of other than household occupation. An example would include a real estate agent turning on just electricity, water and/or wastewater (if applicable) to be able to show a property to a prospective buyer." "Temporary customers" shall be defined as a customer who rents a fire hydrant for temporary use which may include construction, filling swimming pools, landscape preparation, dust control, pressure washing, etc. The Parties acknowledge that some "unmetered water use," as defined by the State Water Plan, may occur, for main breaks, firefighting, construction of system improvements, and flushing hydrants for system maintenance. The SCWA shall estimate its amount of unmetered water loss monthly and report to the City, in writing, for compliance with the State Water Plan. The parties agree to take all reasonable and necessary measures to prevent unauthorized water use, including as necessary prosecution of violators for theft of utilities. The parties further agree that no customer of the SCWA shall be entitled to receive non-billed water from the SCWA Water System.

(d) Return on Depreciated Assets: The parties agree that the return on depreciated assets as described in Exhibit A and detailed in Exhibit B shall be reduced from 4.88% to 4.50%.

ARTICLE V AGREEMENT NOT TO COMPETE

The SCWA agrees that during the term of this agreement the SCWA shall purchase all treated drinking water requirements for the SCWA Water System exclusively from the City. As further consideration for this Agreement, the City covenants not to serve any customers within unincorporated Spalding County outside its municipal limits, in competition with the SCWA Water System; provided, the City shall retain those customers, and the right to exclusively serve customers on water distribution lines of the City in unincorporated Spalding County, now existing or as hereafter replaced, as shown in "pink" and described on the map attached hereto as Exhibit "C", which is incorporated herein by reference and made

a part hereof. In exchange therefor, the SCWA covenants not to compete against the City for the right to serve any customers within the service areas delineated as City service areas on Exhibit "C", unless consented to, in writing, by the City. City-owned facilities located in unincorporated Spalding County, outside of delineated City service areas shown on Exhibit "C", shall be served and billed as customers of the City. The Parties agree the City's Industrial Water rates to be most competitive in attracting industry to locate within Spalding County. Industries located in unincorporated Spalding County will be deemed City water customers, regardless of actual location, and billed at City rates. For purposes of this Agreement, an "industry" shall be defined as any water customer using a minimum daily average of 100,000 gallons.

ARTICLE VI EXTRATERRITORIAL WATER SALES BY CITY

The City has entered into written water supply agreements with jurisdictions outside of the SCWA's service area under which treated drinking water is sold, at wholesale rates, to supply such jurisdiction(s) public water system on a requirements basis; the City contemplates it may enter into similar contracts in the future with other water systems. To facilitate such sales, the SCWA agrees and consents that the City shall have the right to sell treated drinking water to wholesale customers, pursuant to water supply agreements, outside of the SCWA, by distribution through lines of the SCWA Water System to an agreed metering point or points on or near the SCWA boundary. The City agrees to pay a 1.0% transmission fee for water supplied to wholesale customers through SCWA water mains. To the extent necessary for the City to satisfy the requirements and meet the terms of such contracts, the SCWA recognizes that the term of such contracts may extend beyond the stated twenty-five (25) year term of this Agreement. It is therefore agreed that for the purposes of this Article alone, the provisions hereof shall survive the general term stated in Article II and shall continue for an indefinite period coinciding with the term of the longest outstanding water supply agreement, or fifty (50) years from the effective date of this 2021 Agreement, whichever is less. The City's use of SCWA water lines beyond the stated 25-year term of this Agreement shall be allowed only if the SCWA has additional capacity available for the City's use. The SCWA reserves the

right to increase the transmission fees owed by the City to the SCWA at its discretion after the expiration of the stated 25-year term of this Agreement.

**ARTICLE VII
OPERATION OF THE SCWA WATER SYSTEM**

(a) Throughout the term of this Agreement, the City shall operate and maintain the SCWA Water System and said system shall remain interconnected with the City Water System in order that both may be operated as an “INTEGRAL SYSTEM”. The SCWA shall be responsible to obtain and maintain at all times a proper permit from the Georgia Department of Natural Resources, Environmental Protection Division (hereafter referred to as “Georgia EPD”), to operate a water distribution system and shall meet all applicable laws and regulations pertaining thereto; the City shall coordinate and cooperate with the SCWA in this regard.

(b) If it should ever be determined by both Parties that it is in the mutual best interest of the Parties to disconnect the systems, each party shall bear their own cost of disconnection and reconfiguration of their respective systems.

(c) As used in this Article, the term “operate and maintain” shall not require the City to extend, relocate, make major repairs to, replacement of, or upgrade any facilities of the SCWA Water System, including water lines that have become unserviceable due to age or physical obsolescence, or where existing lines are insufficient to meet present or future requirements and customer demand, unless the City is using SCWA water lines to service other water systems outside of the SCWA. The SCWA shall maintain and repair or replace all of its elevated water tanks and booster pumps, as reasonable and necessary, at no cost to the City. The SCWA shall install, at their own expense, chlorine injector stations, as recommended by the City, from time to time; the City shall operate and maintain these chlorine injector stations in accordance with permit requirements for residual chlorination of the system. The Parties shall refrain from operating their tanks, pumps, valves, and other components of their respective systems in a manner that interferes with or adversely affects the level of service on the other party’s system.

(d) In accordance with the Minimum Standards for Public Water Systems, as approved by the Georgia Environment Protection Division (Georgia EPD), maintenance shall be routinely performed by the City to keep the SCWA Water System in good operating condition and repair. The City shall make minor repairs including but not limited to broken service lines and water mains. Major repairs and/or replacement of the SCWA Water System assets including but not limited to water line replacements in excess of 100 linear feet, fire hydrant replacements, water tanks, booster pumps, and chlorine booster stations shall be jointly planned based upon recommendations made by the Parties' consulting engineers in accordance with sound engineering principles. As required, the Parties shall coordinate the submission of plans for major repairs and/or replacements to Georgia EPD for its approval. In the event of an emergency causing a major repair and/or replacement to the SCWA Water System, the City may take action to stabilize the condition of the system and shall contact the appropriate representative of the SCWA to inform them of the emergency, with any costs incurred by the City to be reimbursed by the SCWA. The cost of such major repairs or replacements shall be the sole responsibility of the SCWA.

(e) Extensions to the SCWA Water System shall be performed either by a licensed utility contractor, whose reliability and experience is known to the parties, engaged through a competitive bidding process, or by the SCWA's own water department personnel; provided, however, all extensions shall conform to engineering design plans and specifications prepared by a licensed professional engineer and approved by Georgia EPD. All new extensions shall be pressure-tested and chlorinated prior to acceptance by the SCWA, warranted by the contractor for not less than two (2) years from date of acceptance, and secured by a maintenance bond issued by a commercial surety licensed in Georgia, or cash bond. If the extension was performed by the SCWA water department, the SCWA shall be solely responsible for any cost of repair and/or replacement during the first two (2) years from date of completion. As-built scaled drawings, prepared by a professional engineer licensed in the State of Georgia, shall be furnished to the City, in digital format, within 30 days of final installation and acceptance of any extension. The parties agree that all future extensions to the SCWA Water System shall be planned and constructed in a manner

compatible with the operation of the City Water System while said systems remain integrally connected. The City agrees to update its Water Model to integrate any new development in unincorporated Spalding County and all future extensions of the SCWA Water System at the cost of service to the SCWA.

(f) During the term of this Agreement, the City shall read all customer meters on the SCWA Water System on not less than a monthly basis (provided, however, the City may estimate billing for those customers whose meters cannot be accurately read due to circumstances beyond the City's control, but actual readings shall be made at least quarterly), and shall bill all such customers on a monthly basis, with the bills based on the customer's actual monthly water consumption at prevailing rates established by the SCWA. Such statements may be separate or rendered by the City with charges for other utility services delivered to the customer by the City. Monthly, the City shall remit to the SCWA all sums collected from customers of the SCWA Water System, less deduction for sums payable to the City for water sold under this contract. The City shall furnish at least monthly to the SCWA a complete and accurate accounting of all billings made, showing therein the current status of payments and collections, and other pertinent financial information. City collection policies and practices, including cut-off policies, shall be used exclusively in dealing with customers of the SCWA Water System, up to the point at which the City deems an account to be uncollectible without resort to litigation, in which event information will be furnished to the SCWA in order that appropriate collection proceedings may be filed. To the extent necessary and desirable, the SCWA agrees to adopt the same policies and procedures administered by the City and to designate therein the City as its agent for billing and collection purposes. Upon reasonable request, the City will cooperate fully with the SCWA to assist in any customer dispute arising out of the City's operation of the SCWA Water System. In addition thereto, the City will perform all "utility locates" for and on behalf of the SCWA.

(g) The SCWA agrees to adopt such reasonable ordinances, rules, policies, and procedures as are required by law or regulation, and will consider the adoption of policies recommended from time to time by the City, governing connection requirements, water conservation practices, drought restrictions,

cross-connection prohibitions, minimum standard plumbing (construction) codes and similar matters necessary or appropriate to facilitate the City's operation of the SCWA Water System. In addition thereto, the SCWA shall use its best efforts to diligently enforce minimum standards governing customer connections to the SCWA Water System, including policies requiring connection by potential customers accessible to the system, prosecution of theft of utility services, and to report immediately to the City and/or to Georgia EPD any facts known or believed to constitute a violation thereof.

(h) In addition, the SCWA shall take all necessary measures to require the County of Spalding to enact by ordinances, regulations and policies requiring new developments, subdivisions, and industries locating within unincorporated Spalding County to access the SCWA Water System in lieu of alternatives, such as private water systems and groundwater drinking wells, as their drinking water source. Coordinated planning of water needs between SCWA and the City to promote growth on the Parties' systems is encouraged; it shall be the responsibility of the SCWA to notify the City, as far in advance as possible, of any prospective water customer having requirements of 100,000 gallons or more, per day average.

ARTICLE VIII BREACH AND EXCLUSIVE REMEDY

In consideration of the unique relationship herein established, the Parties agree that in the event of any alleged breach by any party or a dispute giving rise to an anticipated breach of future performance, the exclusive judicial remedy available to the Parties shall be Injunction and Complaint for Declaratory Judgment, filed in the Superior Court of Spalding County, Georgia. In the event the Court finds this Agreement to be in breach, specific performance shall be ordered against the non-performing party, together with award of attorney's fees and litigation costs to the non-breaching party. To the extent allowed by law, the Parties further agree that should such an action be filed, the filing party shall be entitled to petition said court for expedited handling, which the other party will not unreasonably oppose; expedited handling may include shortening the time normally allowed for response, discovery, and trial. Upon filing of such action, the Parties agree to consent to imposition of interlocutory injunction to maintain the status quo pending the

outcome of the proceeding.

**ARTICLE IX
TRANSFER OF WATERLINE OWNERSHIP IN ANNEXED AREAS**

Upon future annexations by the City, occurring on or after the effective date of this Agreement, prior to final action upon an annexation ordinance or petition by a property owner to be annexed into the City, the City shall furnish notice of the proposed action to the SCWA, who shall within ten (10) days of receipt of such notice, give the City written notice of any existing water distribution facilities within the area proposed to be annexed. This notice shall quantify, by units, the length, size and type of water pipe, and original construction cost, comprising the SCWA Water System facilities within the proposed area to be annexed. The SCWA shall also furnish the date(s) of construction of the existing facilities. The City shall determine the replacement cost, less straight-line depreciation, using a 50-year useful life for all existing components, except water meters whose useful life shall be 10 years. No other components or labor shall be considered in determining replacement cost for purposes of this Article.

In acting upon an annexation, the City may pay to the SCWA, within sixty (60) days of the effective date of the Annexation, the depreciated replacement cost as determined above and take title to and possession of the facilities affected. Otherwise, the City shall notify the SCWA, in writing, that the annexation is not conditioned upon the purchase of affected facilities; provided, however, once the right to purchase facilities from the SCWA is rejected, the City shall have no future right to insist upon their sale at a later date. Upon the effective date of the annexation and the receipt of payment for the annexed facilities by the SCWA, the right to serve customers affected and all obligations attached thereto, shall transfer to the City, including any changes in the then- prevailing rates to customers, and those customers shall thereafter be customers of the City Water System.

If the Parties dispute the depreciated replacement cost as determined herein, the Parties shall submit the issue for resolution by an impartial professional engineer, licensed in the State of Georgia, whose

decision shall be binding.

**ARTICLE X
INSURANCE, INDEMNIFICATION AND HOLD HARMLESS**

Each Party covenants that it shall procure and maintain throughout the term of this Agreement a policy of comprehensive liability insurance coverage (or its equivalence through either a program of self-insurance or by participation in an interlocal risk management agency) in an amount not less than \$1,000,000.00 per occurrence, minimum aggregate \$2,000,000.00, in as broad a form as possible to cover liability risks normally associated with ownership and operation of a water distribution system (including, if available, products liability protection, coverage for claims arising out of or in any way connected with any loss or losses resulting from a failure to supply or maintain without interruption water in sufficient supply to customers, and pollution hazard), providing the entity with a defense and payment of resulting legal judgments from claims reasonably anticipated or risks likely foreseeable to occur out of the duties and responsibility herein undertaken.

In the event a claim is made against the SCWA arising out of or resulting from a failure by the City to perform its obligations under this Agreement, or the negligent performance thereof, the City, to the extent allowed by law, shall indemnify and hold the SCWA harmless from such claim, demand, or suit. If a claim, demand, or suit is made against the City arising out of or resulting from a failure by the SCWA to perform its obligations under this Agreement, or the negligent performance thereof, the SCWA, to the extent allowed by law, agrees to indemnify and hold the City harmless from such claim, demand, or suit. The provisions of this Article cover defense of administrative enforcement or regulatory actions brought by Federal or State agencies against either party, including alleged violations of permits held by the parties.

**ARTICLE XI
EXECUTION, MODIFICATION, TERMINATION OF PRIOR AGREEMENTS**

(a) This Agreement shall be executed in two (2) original counterparts by both Parties and a fully executed original shall be spread upon the Minutes of the governing body of each party. An exemplified copy by the Secretary, Clerk, or other records custodian of a party, shall be fully admissible in lieu of the original in any legal proceeding in which the existence, authenticity, interpretation, or enforceability of this Agreement is in issue.

(b) No modification or amendment of this Agreement shall be effective unless in writing, approved by both Parties, executed by their duly authorized officers, and spread upon the Minutes of the parties' governing body. It is the intention of the Parties that this writing represents the full, complete, and final understanding and agreement of the Parties as to all substantive matters addressed herein, and no further negotiations, amendments or modifications are contemplated at the time of execution hereof. Future amendments should be limited to matters of material significance affecting the relationship herein established, giving as broad interpretation as possible to the spirit and intent of this Agreement when resolving any conflicts that may arise hereunder.

(c) For purposes of interpretation, all terms used in this Agreement shall have their common and usual meaning or significance, unless such term is a term of art within a professional field or industry, trade, or profession, such as professional engineering or the drinking water industry, in which event it shall have such technical meaning as may be assigned thereto. When statutes or regulations require specific acts to be performed, or dictate the manner of performance, such specifications shall be deemed the minimum standard governing such performance.

(d) By execution of this Agreement, prior to January 1, 2021, the Parties mutually agree that the 1995 Agreement shall expire on its stated terms and that services, payments and obligations incurred on or after January 1, 2021, shall be solely incurred pursuant to this Agreement.

(e) Notices given pursuant to this Agreement shall be deemed delivered if either personally served upon and delivered, or if sent by certified U.S. Mail, return receipt requested, addressed as shown below, with adequate postage thereon:

To the City: City of Griffin One Griffin Center
100 S. Hill Street, Third Floor
P.O. Box T Griffin, GA 30224
Attn: City Manager

To the SCWA: Spalding County Water and Sewerage Facilities Authority
119 East Solomon Street
Griffin, Georgia 30223
Attn: Chairman

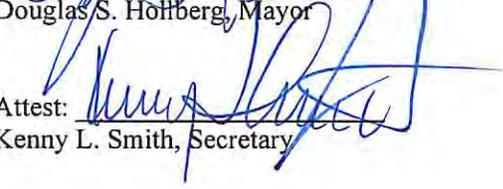
(f) Time is of the essence of this Agreement.

(g) The provisions of this Agreement are hereby deemed and declared to be severable. If any provision of this Agreement, or the application of any provision to any circumstance, is held to be unconstitutional, unenforceable, against public policy, or otherwise invalid, for any reason, the remaining terms, conditions, and obligations contained herein shall not be affected thereby and this Agreement shall otherwise remain in full force and effect as valid, binding, and enforceable.

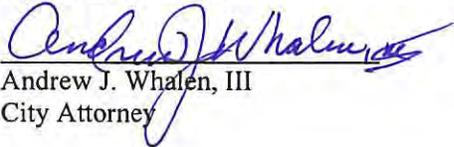
IN WITNESS WHEREOF, the parties, acting through their duly authorized and empowered chairs of their respective governing bodies, as attested to by their respective clerks or secretaries, and to which their respective official seals have been affixed, have executed this Agreement, in duplicate originals, the day and year first above written.

CITY OF GRIFFIN, GEORGIA

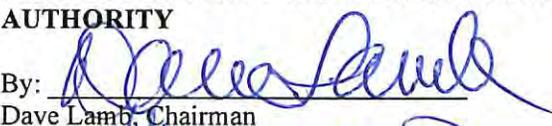
By: 
Douglas S. Hoffberg, Mayor

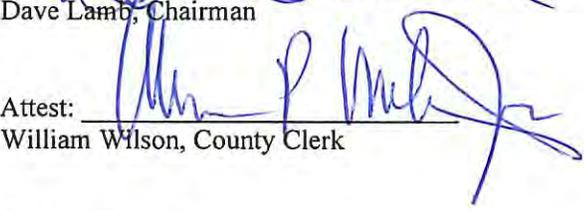
Attest: 
Kenny L. Smith, Secretary

Approved as to form:

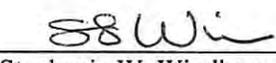

Andrew J. Whalen, III
City Attorney

**SPALDING COUNTY WATER AND SEWERAGE
AUTHORITY**

By: 
Dave Lamb, Chairman

Attest: 
William Wilson, County Clerk

Approved as to form:


Stephanie W. Windham
SCWA Attorney

City of Griffin
Wholesale Rate Calculation
 For Spalding County Water and Sewerage Authority

Operations and Debt Costs	<u>Allocation</u> %	<u>Water Sales</u> Basis	<u>FY 2019</u> Actual	<u>Cost</u> per kgal
<u>Office of Director</u>				
Personnel Services & Benefits	50%	Total		
Purchased & Contract Services	50%	Total		
Supplies	50%	Total		
Other	50%	Total		
<i>Subtotal: Office of Director</i>				
<u>Water Production</u>				
Personnel Services & Benefits	100%	Total		
Purchased & Contract Services	100%	Total		
Supplies	100%	Total		
Other	100%	Total		
<i>Subtotal: Water Production</i>				
<u>Water Distribution</u>				
Personnel Services & Benefits	100%	Integral		
Purchased & Contract Services	100%	Integral		
Supplies	100%	Integral		
Other	100%	Integral		
<i>Subtotal: Water Distribution</i>				
<u>Meter Reading</u>				
Personnel Services & Benefits	100.0%	Integral		
Purchased & Contract Services	100.0%	Integral		
AMR Support Costs		Spalding		
Other	100.0%	Integral		
<i>Subtotal: Water Distribution</i>				
<u>Depreciation</u>				
Water System	100%	Total		
Regional Water System	0%	Total		
<i>Subtotal: Depreciation</i>				
<u>General Fund Expenses</u>				
Administrative Support		Total		
<i>Subtotal: Depreciation</i>				
<u>Debt Service</u>				
FY 2019 Principal & Interest Regional System	100%	Total		
<i>Subtotal: Debt Service</i>				
<i>Subtotal: Operations & Debt</i>				
Return on Depreciated Assets				
=% of Net Book Value	4.50%			
Not to Exceed 0% of Operations & Debt	0%			

Subtotal: Return on Depreciated Assets

Total

Total: Costs Recovered from Wholesale Rate

Water Sales (kgal)

Total System

Integral System

Total Water Produced

Costs per Kgal

Operations & Debt

Return on Depreciated Assets

Total: Cost per Kgal (Wholesale Rate)

EXHIBIT A

NARRATIVE OF FORMULA FOR
CALCULATION OF WHOLESALE WATER RATE
TO SPALDING COUNTY/AUTHORITY

<<FY 20 data is used herein to calculate rates for calendar year 20>>

The wholesale water rate charged by the City to the County/Authority is based upon costs which are audited annually by the City's independent auditor. It is intended that these costs, both direct and indirect, be apportioned to the calculation of the County/Authority wholesale water rate in the manner described herein which reflects the actual cost of producing and distributing water and providing those services as required by the Agreement. Audited costs will be compiled for the prior fiscal year and the resulting wholesale rate will become effective to the County/Authority at the beginning of the next calendar year, subject to timely notice as provided in the Agreement.

The following narrative describes each of the variables that enter into the rate calculation and describes how the costs are apportioned. The apportionment of costs as described herein is linked to the specific terms of the Agreement. Reorganization of city departments during past years has resulted in some name changes, but the intent of these calculations is to allocate costs in accordance with the terms of the Agreement. Except in special cases, the capital costs expended under each cost item are apportioned in the same manner as the cost item is apportioned. Exceptions would be capital costs that do not benefit the County Water System; these would not be included in the wholesale cost.

Water Sold - In deriving the unit cost per 1,000 gallons of water, each of the various cost elements is divided by the volume of metered water over which that particular cost must be recovered. Two different volumes of "water sold" are defined for use in the rate formula. These are: "Integral system sales volume" and "Total metered production volume."

"Integral system sales volume" is defined as the volume of water sold to all customers of the City of Griffin and the County/Authority so long as the two systems are integrally connected with the City providing the services of meter reading and distribution system maintenance. This volume is measured as the sum of all meter readings of individual customers of the two systems, and for the previous year this volume was _____ thousand gallons.

"Total metered production volume" is defined as the total volume of water produced and sold by the City from its treatment facilities in the preceding fiscal year. For as long as the City and the County/Authority systems remain integrally connected, this volume is equal to the "Integral system sales volume" plus the metered water volume sold to any wholesale customers of the City system other than Spalding County, and for the previous year this volume was _____ thousand gallons.

Direct Costs of Water Utility

Office of the Water and Wastewater Director - This item is the audited cost of operating the office of the Water and Wastewater Director which provides administrative and management support to the County Water System and City Water and Wastewater System. Fifty percent (50%) of the cost of this item is apportioned to the wholesale water rate on the assumption that half of the Director's time is spent on functions related to wholesale water and half of his time is spent on other functions. The unit charge for this cost is calculated on the "Total metered production volume."

Water Production - This item includes all costs related to operation and maintenance of facilities for water supply, treatment, pumping and elevated storage. One hundred percent (100%) of the cost of this item is apportioned to the wholesale water rate. The unit charge for this cost is calculated on the "Total metered production volume."

Water Distribution - This item includes all costs related to operation and maintenance of facilities for distributing the water from the treatment plant to the meter of the individual customer. All costs under this item are apportioned at one hundred percent (100%) to the wholesale water rate except that capital costs that do not benefit the County Water System are not included in the apportionment of this item to wholesale water rate. The unit charge for this cost is calculated on the "Integral system sales volume."

Meter Reading - This item includes costs related to automated meter reading of water meters for customers of the City Water System and the Spalding County Water System. The cost for this operation is apportioned to the wholesale water rate based on the number of County Water customers (meters) divided by the number of total City and County water customers, this ratio is _____ which results in _____% of meter reading costs apportioned to the wholesale water rate. This ratio will be computed annually and may change from year to year. The unit charge for this cost is calculated on the "Integral system sales volume".

Depreciation - This item includes annual depreciation of the City Water System. Depreciation on the City Water System assets is taken from the most recent annual audit report. The unit charge for this cost is calculated on the "Total metered production volume."

Debt Service - This item is Griffin's annual payment of principal and interest on outstanding debt associated with Regional Water Facilities. The ratio of expenditures for eligible water improvements is multiplied times the total annual principal and interest to calculate the portion of annual debt service allocated to the wholesale water rate. Eligible water improvements will include only those improvements related to regional water supply, water production, water storage and certain transmission facilities that benefit the County Water System as well as the City Water System. For FY ___ the principal and interest debt on regional water facilities applicable to Spalding County was \$_____. The unit charge for this cost is calculated on the "Total metered production volume."

General Fund Expenses (Administrative Support) - Several departments within the General Fund provide support for the water system operation and employees. These include the office of City Manager, City Attorney, and all divisions of the Department of Finance and Administrative Services except Licensing. The operating cost for each of these departments is apportioned to the wholesale water rate based on the ratio of number of water department employees divided by number of all city employees. This ratio currently equals _____. Thus, _____% of the cost for the above departments is included in the wholesale water rate. This ratio will be computed annually and may change from year to year. The unit charge for this cost is calculated on the "Total metered production volume."

Return on Audited Depreciated Fixed Assets - Each year the city auditor determines the depreciated value of the City "water purification facilities and distribution system" (including supply facilities). The resulting figure is sometimes referred to herein as "Adjusted Depreciated Fixed Assets." The City and County/Authority have agreed that the wholesale water rate will include a return amount calculated as 4.50% of the Adjusted Depreciated Fixed Assets divided by the volume of water sold. The unit charge for this cost is calculated on the "Total metered production volume."

Supplement to Narrative - Allocation of Percentages for Rate Calculation

(Showing data for calendar year 2020 rate calculation)

1. **Meter Reading** costs are apportioned on the basis of customers billed on the basis of meter readings, which currently is

$$\begin{array}{r} \text{City Water Customers} \\ \text{County Water Customers} \\ \text{Total Customers} \end{array} \quad \underline{\hspace{10em}}$$

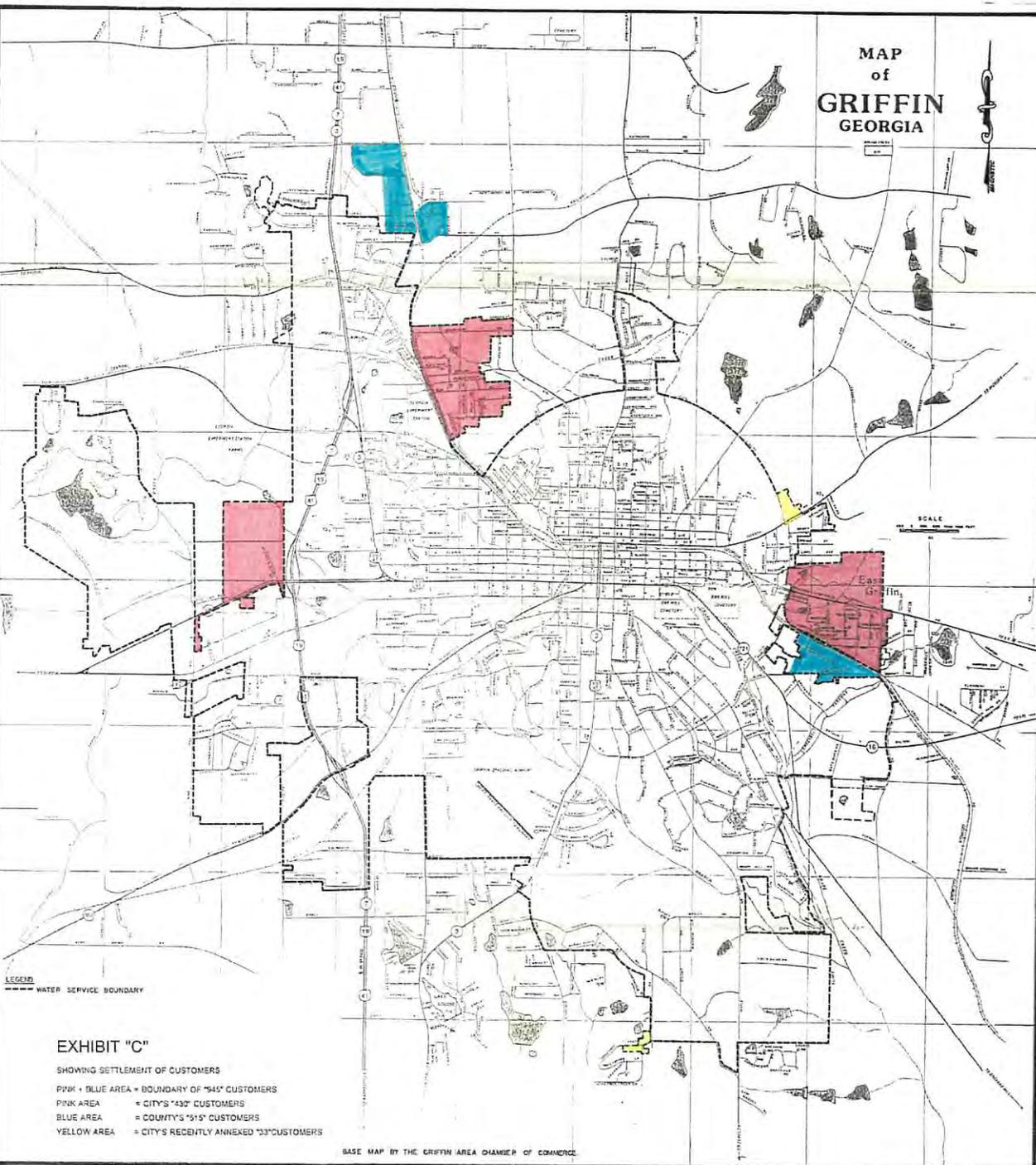
$$\underline{\hspace{2em}} / \underline{\hspace{2em}} = \underline{\hspace{2em}} \text{ or } \underline{\hspace{2em}} \%$$

2. **Overhead and benefit** costs include insurance, social security, workers compensation, and other employee benefit expenses. These expenses are now expensed directly to the appropriate department under the line item entitled "personnel services". (Note this revised accounting policy eliminates the former method of estimating the allocation of this cost for each department).
3. **Administrative Support** costs for FY 2020 were \$. It is apportioned to the water rate based on the number of Water System Employees () divided by Total City Employees (). Thus, the water system portion is / = or %.

MAP
of
GRIFFIN
GEORGIA



SCALE
1" = 1/4 MILE



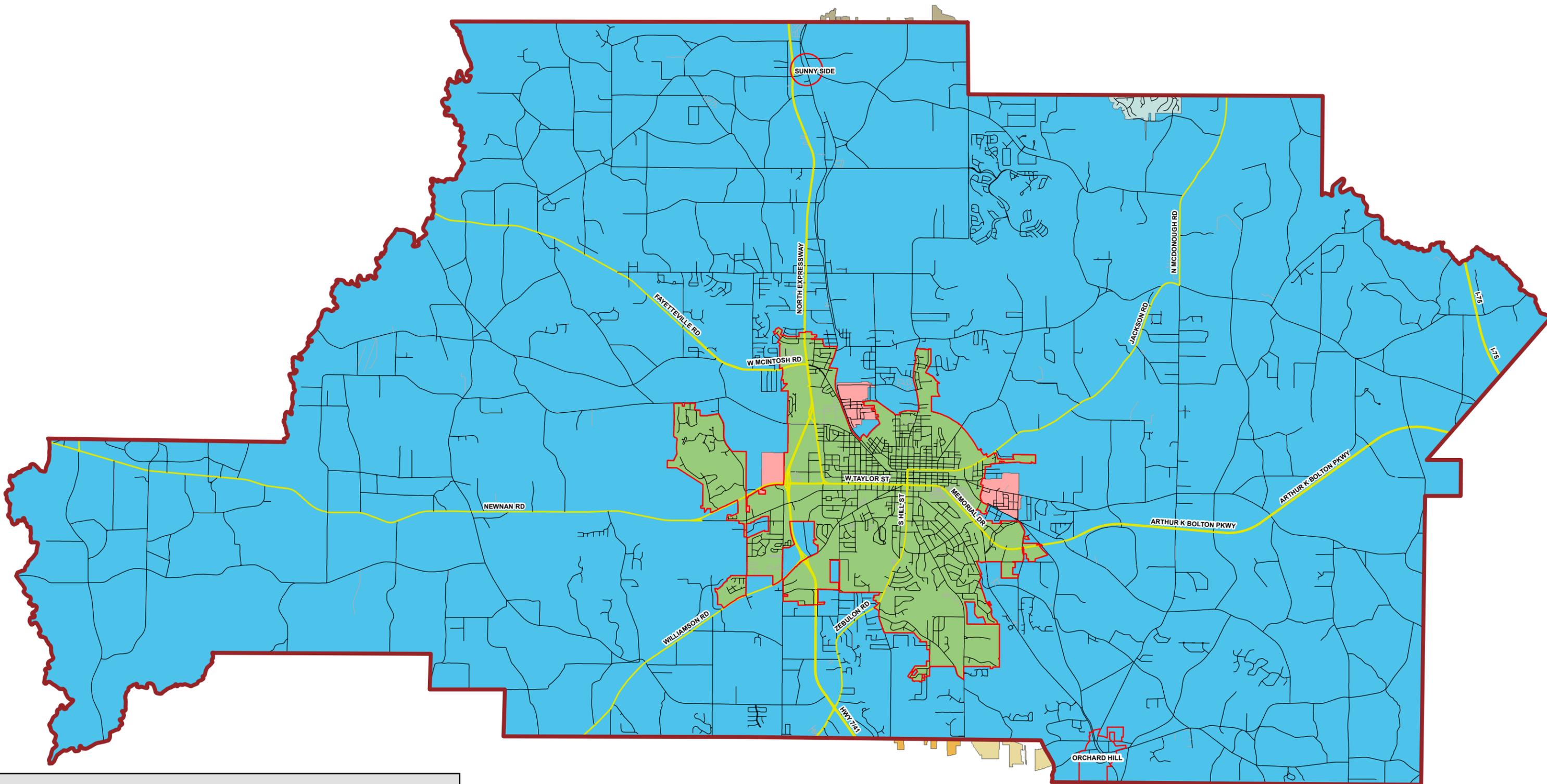
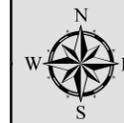
LEGEND
--- WATER SERVICE BOUNDARY

EXHIBIT "C"

- SHOWING SETTLEMENT OF CUSTOMERS
- PINK + BLUE AREA = BOUNDARY OF "445" CUSTOMERS
 - PINK AREA = CITY'S "432" CUSTOMERS
 - BLUE AREA = COUNTY'S "15" CUSTOMERS
 - YELLOW AREA = CITY'S RECENTLY ANNEXED "33" CUSTOMERS

BASE MAP BY THE GRIFFIN AREA CHAMBER OF COMMERCE

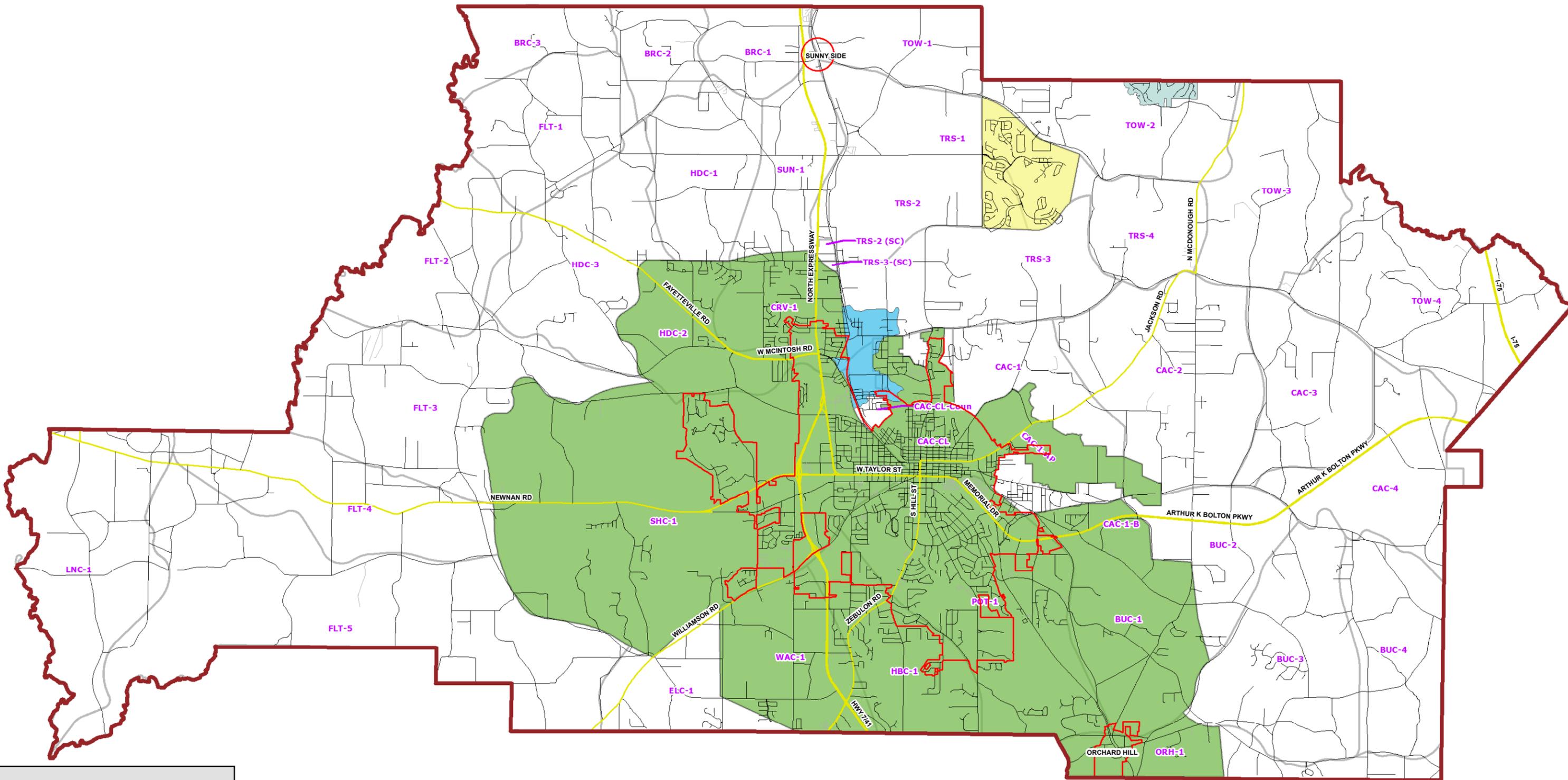
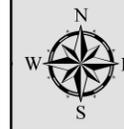
Spalding County Water Service Areas



Legend

- | | |
|---|--|
|  1995 WSA Article 7 Exhibit C |  Lamar County - COG Customers |
|  City of Griffin |  Pike County - COG Customers |
|  Henry County |  Spalding County |
|  Henry County - COG Customers | |

Spalding County Sewer Service Areas



Legend

- City of Griffin
- City of Griffin Highland Mills Exhibit B IGA
- Henry County
- Private
- Drainage Basin Boundaries



SERVICE DELIVERY STRATEGY
FORM 4: Certifications

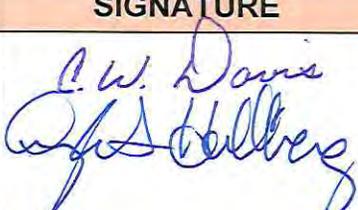
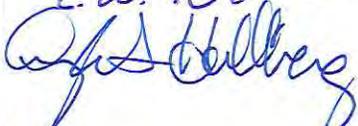
Instructions:

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: SPALDING

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>SPALDING COUNTY</u>	Chairperson	Clay Davis		12/5/22
<u>CITY OF GRIFFIN</u>	Mayor	Doug Hollberg		12/7/22

