

RESOLUTION NO. 20-305

A JOINT RESOLUTION OF THE CITIES OF HAMPTON, LOCUST GROVE, MCDONOUGH, STOCKBRIDGE, AND HENRY COUNTY, GEORGIA, APPROVING A NEW SERVICE DELIVERY STRATEGY AS REQUIRED BY THE SERVICE DELIVERY ACT, O.C.G.A. § 36-70-20, *et seq.*

WITNESSETH:

WHEREAS, the Cities of Hampton, Georgia, Locust Grove, Georgia, McDonough, Georgia, and Stockbridge, Georgia (collectively, "Cities") are municipal corporations duly organized and existing under the laws of the State of Georgia;

WHEREAS, Henry County, Georgia ("County") is a duly formed political subdivision of the State of Georgia;

WHEREAS, the Service Delivery Act, O.C.G.A. § 36-70-20, *et seq.*, requires each county and all cities located therein to develop, approve, and implement a service delivery strategy that specifies the manner in which all local governmental services will be provided and funded; and

WHEREAS, the Service Delivery Act also requires the periodic review and revision of service delivery strategies upon the occurrence of any one of the six conditions specified in O.C.G.A. § 36-70-28(b); and

WHEREAS, the Cities and County have been engaged in negotiations to revise the Parties' 2008 Service Delivery Strategy; and

WHEREAS, the Cities and the County are each authorized to levy taxes, and to expend tax moneys and other available funds; and

WHEREAS, the Parties have reviewed, revised and reached an agreement on a new Service Delivery Strategy;

WHEREAS, the Mayors and Councils of the Cities and the Board of Commissioners of the County desire to approve a new Service Delivery Strategy attached hereto including the forms and intergovernmental agreements for the funding and provision of services as set forth herein;

THEREFORE, IT IS NOW JOINTLY RESOLVED BY THE CITY COUNCIL OF THE CITIES OF HAMPTON, LOCUST GROVE, MCDONOUGH, AND STOCKBRIDGE AND THE HENRY COUNTY BOARD OF COMMISSIONERS AS FOLLOWS:

- I. Incorporation of Recitals.** The above stated recitals are true and correct and are incorporated as though fully set forth herein.
- II. Acceptance of Service Delivery Strategy Agreements.** The County and Cities hereby approve the Service Delivery Strategy Agreement and associated forms and intergovernmental agreements thereto, which are attached hereto as Exhibit "A", as the parties' new Service Delivery Strategy. Said documents have been discussed, reviewed, revised, and mediated by the Parties.

- IV. **Authorization of the Mayors and Clerks.** The Mayor and City Councils of each of the respective Cities hereby authorize their respective Mayor to sign and Clerks to certify this Resolution, the Service Delivery Strategy Agreement attached as Exhibit "A" and the intergovernmental agreements included therein, and any other required documents to effectuate this Resolution; as well as to authorize the Mayors or their designees transmit same to Department of Community Affairs ("DCA") for verification.
- V. **Authorization of the Chairman and Clerk.** The Henry County Board of Commissioners hereby authorizes the Chair's signature and the Clerk's certification of this Resolution, the Service Delivery Strategy Agreement attached as Exhibit "A" and the intergovernmental agreements included therein, and any other required documents to effectuate this Resolution; as well as to authorize the Chair or her designee to transmit same to DCA for verification.
- VI. **Severability.** To the extent any portion of this Resolution is declared to be invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this Resolution or Service Delivery Strategy Agreement in Exhibit "A".
- VII. **Repeal of Conflicting Provisions.** All City and County resolutions or agreements are hereby repealed to the extent they are in conflict with this Resolution and Service Delivery Strategy Agreement in Exhibit "A".
- VIII. **Effective Date.** This Resolution shall take effect immediately.

THIS RESOLUTION adopted this 29th day of December, 2020.

**The Mayor and City Council of the
City of Hampton, Georgia.**

By: _____
Mayor

Attest: _____
City Clerk

[seal]

Henry County, Georgia

By: Jan Wood
Chair, Board of Commissioners

Attest: Art B...
County Clerk

[seal]

**The Mayor and City Council of the
City of Locust Grove, Georgia**

By: Robert Lee
Mayor

Attest: Misty Spaulding
City Clerk

**The Mayor and City Council of the
City of Hampton, Georgia**

By: Steve E. Heath

Attest: Melissa Brooker
City Clerk

**The Mayor and City Council of the
City of McDonough, Georgia**

By: *Dickey Gabriel*
Mayor

Attest: *Janis D. Rice*
City Clerk

**The Mayor and City Council of the
City of Stockbridge, Georgia**

By: *Christy Ford*

Attest: *Tarressa Holliman*
City Clerk

STATE OF GEORGIA
COUNTY OF HENRY

SERVICE DELIVERY STRATEGY AGREEMENT

THIS AGREEMENT, made and entered into this 31st day of December, 2020, by and between the BOARD OF COMMISSIONERS OF HENRY COUNTY, GEORGIA (hereinafter referred to as "County"), HENRY COUNTY SHERIFF (hereinafter referred to as "Sheriff"), HENRY COUNTY TAX COMMISSIONER (hereinafter referred to as "Tax Commissioner") and the undersigned CITIES OF HENRY COUNTY, GEORGIA (hereinafter referred to as "City or "Cities"), collectively referred to as the "Parties."

NOW THEREFORE, it is agreed as follows:

1.

The Parties hereto enter into this Intergovernmental Agreement for the purpose of complying with the Georgia Service Delivery Act, O.C.G.A. Section 36-70-1; et seq.

2.

The Parties hereto have entered into new Service Delivery Strategy Agreement ("Agreement") the Table of Contents of which is hereto attached marked Exhibit A. All Form 2: Summary of Service Delivery Arrangements and associated Intergovernmental Agreements are also attached hereto collectively as Exhibit A and are incorporated herein as part of the Agreement between the Parties hereto (the "Arrangements"). All of said Arrangements shall become in force and effective upon the execution of this document.

3.

Application of Revenues, Generally

All revenues that are generated by a service under this Agreement shall be first applied to the cost of the respective service prior to levying any property tax to fund the remaining cost of the service. As used in the SDS Agreement, "General Fund" or "GF" shall include fees, fines, forfeitures, taxes, assessments, grants, donations, loans, bonds, and/or enterprise fund revenues. Special Service District boundaries created pursuant to this Agreement shall automatically be amended as the boundaries of each City may change through annexation or de-annexation during the term of this Agreement. The Parties agree that any party may use SPLOST funds for capital improvements associated with any service under this Agreement, even if not specified in the attached arrangements, as permitted by State law.

4.

Mutual Aid

By entering into this SDS agreement with respect to police services, the County, Sheriff, and Cities of Hampton, Locust Grove, and McDonough hereby agree to provide mutual aid to each other pursuant to and with all rights, responsibilities and privileges afforded under "The Georgia Mutual Aid Act," O.C.G.A. § 36-69-1, et seq., as amended; provided however, notwithstanding O.C.G.A. § 36-69-5, no party hereto shall seek or require any compensation whatsoever from any other party which provides mutual aid. The City of Stockbridge, likewise, consents to and agrees that the other Cities of Henry County may provide mutual aid for police services within its corporate boundaries in accordance with "The Georgia Mutual Aid Act," O.C.G.A. § 36-69-1, et seq., as amended;

provided however, notwithstanding O.C.G.A. § 36-69-5, Stockbridge shall not seek nor require any compensation whatsoever from any such city which provides mutual aid.

5.

Administrative Fee Imposed by Henry County Tax Commissioner

- a) Except as set forth below or as otherwise may be required by law, the Tax Commissioner is hereby authorized to deduct 1.5% for all fees, taxes, penalties and utilities bills collected by the Tax Commissioner on behalf of each City. In exchange for the 1.5% fee, the Tax Commissioner shall allow each City to include on their respective County tax bill up to three line items for City taxes, or fees, or assessments. Said Cities agree that each additional line item over three (3) thereafter would incur an additional administrative fee of 0.3%. Any City may opt out of this provision by giving written notice to the Tax Commissioner on or before May 1 of each year. All information to be placed on the tax bill shall be delivered to the Tax Commissioner no later than August 1.
- b) In consideration of the City of Stockbridge allowing the Tax Commissioner to use its facilities located at 164 Burke Street, Stockbridge, Georgia, the Tax Commissioner shall collect at no charge and at the Tax Commissioner's expense all stormwater fees that are assessed by the City. In the event that the City should cease to levy a stormwater fee or elects to collect its own stormwater fees, an appropriate lease agreement will be entered into between the County and the City for the use of said facilities by the Tax Commissioner.
- c) By his signature hereto, the Tax Commissioner agrees and approves the terms of this section of the Agreement.

6.

Amending Agreement

This Agreement may be amended with approval of the County and one or more City(ies) without the consent of the remaining Cities, so long as the amendment does not affect the rights or obligations of the remaining Cities.

7.

Execution of Documents

None of the documents attached in Exhibit A will be required to be executed in order to be in full force and effect. All such documents shall remain in effect without further action of any Parties.

8.

Binding Effect

This Agreement shall be binding upon the undersigned, and their successors in office.

9.

Duration of Agreement

The terms of this Agreement shall remain in full force and effect for a period of ten (10) years from December 31, 2020.

10.

Severability

To the extent any portion of this Agreement is declared to be invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this Agreement.

11.

Notice

All notices required to be given hereby are to be given in writing addressed to the Chairman of the Board of Commissioners and the County Manager (for the County) and the Mayor and City Manager (for a City) and delivered as follows.

- A. Hand delivery with receipt signed; or
- B. Certified mail with return receipt requested.

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

Signed, sealed and delivered
In the presence of:

Unofficial Witness

Notary Public

HENRY COUNTY, GEORGIA

Date: Dec. 31, 2020

By: Gene Wood (L.S.)
Chairman

Attest: [Signature] (L.S.)
Clerk

(SEAL)

Signed, sealed and delivered
In the presence of:

Unofficial Witness

Notary Public

CITY OF HAMPTON, GEORGIA

Date: Dec. 31, 2020

By: [Signature] (L.S.)
Mayor

Attest: [Signature] (L.S.)
Clerk

(SEAL)

Signed, sealed and delivered
In the presence of:

Unofficial Witness

Notary Public

CITY OF LOCUST GROVE, GEORGIA

Date: Dec. 31, 2020

By: [Signature] (L.S.)
Mayor

Attest: [Signature] (L.S.)
Clerk

(SEAL)

Signed, sealed and delivered
In the presence of:

Carla Tuck

Unofficial Witness

[Signature]



CITY OF McDONOUGH, GEORGIA

Date: Dec. 31, 2020

By: *Bobby Gule* (L.S.)
Mayor

Attest: *Jamie Pini* (L.S.)
Clerk

(SEAL)

Signed, sealed and delivered
In the presence of:

Unofficial Witness

Notary Public

CITY OF STOCKBRIDGE, GEORGIA

Date: *December 31, 2020*

By: *[Signature]* (L.S.)
Mayor

Attest: *[Signature]* (L.S.)
Clerk

(SEAL)

Signed, sealed and delivered
In the presence of:

TAX COMMISSIONER OF
HENRY COUNTY

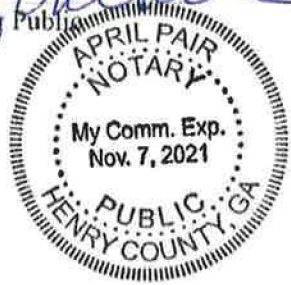
Date: 1/8/2021

By: *Michael Harris* (L.S.)
Michael Harris, Tax Commissioner

Attest: N/A (L.S.)

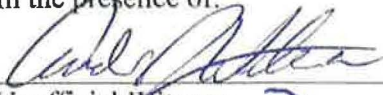
Unofficial Witness

April Pair
Notary Public



(SEAL)

Signed, sealed and delivered
In the presence of:



Unofficial Witness

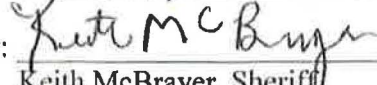


Notary Public



HENRY COUNTY SHERIFF

Date: 12/31/2020

By:  (L.S.)
Keith McBrayer, Sheriff

Attest: N/A (L.S.)

(SEAL)

EXHIBIT A

FORM 2 – SERVICE DELIVERY STRATEGY ARRANGEMENTS



SERVICE DELIVERY STRATEGY

FORM 1

COUNTY: **HENRY 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="846 1220 1507 1440" style="background-color: black; color: white; padding: 5px; 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.

Henry County, Hampton, Locust Grove, McDonough, Stockbridge, Sheriff of Henry County, Henry County Development Authority, Henry County Library System, Henry County Water Authority

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

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

Buildings and Ground Maintenance
Cemetery
Courts/Indigent Defense - Municipal Court
Courts/Indigent Defense - State and County Courts
Court Security, Service of Process, Subpoenas
Detention and Collection of Unrestrained Animals and Related Code Enforcement
Elections - Federal, State, County
Electric
Emergency Medical Services (EMS)
Purchase of Fleet Vehicles, Equipment, Petroleum, and Supplies, etc.
Senior Citizens Centers
Senior Citizen Transport
Vehicle and Equipment Maintenance and Repairs
Water and Sewerage Services

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.

Administration (Service Removed)
Annexation(Special Service District created)
Building Permits & Inspections(Special Service District created/ Name changed from "Building Permits, Inspections and Impact Fees")
City Prisoners(Funding Mechanism Clarified)
City Prisoners - Transport (New IGA between Stockbridge and Henry County)
Code Enforcement (Special Service District created)
Comprehensive Plan (Special Service District created)
Coroner Service (Funding Mechanism clarified)
Development Authority - County (Service Provider clarified)
Development Plan Review (Special Service District created)
Economic Development - Independent City Authorities (Renamed from "Development Authority - Independent City Authorities")
Elections - Municipal (IGAs revised/extended)
Emergency Communications (911) and Dispatch (Renamed from "Emergency Communications (911)")
Emergency Management Agency (Renamed from "Emergency Management")
Environmental Health and Health Department (Added SPLOST as a funding source)
Fire Protection (changed service delivery, funding, and new IGA)
GIS and Mapping Services (clarified service providers and Special Service District created)
Housing Authority (Added Grants and SPLOST as funding sources)
Investigation of Public Officials (Service Removed)
Library Service (funding mechanism clarified)
Park Construction and Maintenance (funding sources clarified; Exhibit attached)
Planning and Zoning (Special Service District created)
Police (Special Service District created; IGAs added)
Prison Detail (Service Removed)
Road/Street Construction, Improvements, and Maintenance and Transportation Planning (updated IGA)
Soil Erosion Control and Inspections (Special Service District created / Renamed from "Soil Erosion and Control Inspections")
Solid Waste Garbage Collection & Yard Waste Collection, Residential Recycling (Special Service District created)
Stormwater Management (Special Service District created)
Transit - Senior Transit Services (Grants, SPLOST and TSPLOST added as funding sources)



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: HENRY COUNTY

Service: ANNEXATION

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.): **Henry County, Hampton, Locust Grove, McDonough, Stockbridge**

- 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
Henry County	Special Service District as described under Paragraph 6 of this form.
Hampton	Municipal General Fund
Locust Grove	Municipal General Fund
McDonough	Municipal General Fund
Stockbridge	Municipal General Fund

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

Henry County will create a special service district.

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?

Within thirty days from the date this SDS Agreement is verified by DCA, Henry County shall create a special service district consisting of the unincorporated areas of the County with funding derived from grants, fees, taxes, and/or user fees levied in and collected from the special service district.

7. Person completing form: **Cheri Matthews, Henry County**
 Phone number: **770-288-6000** Date completed:

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:

- HAMPTON CITY MANAGER: (770) 946-4306**
- LOCUST GROVE CITY MANAGER: (770) 957-5043**
- MCDONOUGH CITY MANAGER: (770) 957-3915**
- STOCKBRIDGE CITY MANAGER: (770)389-7900**



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: HENRY COUNTY

Service: BUILDING PERMITS AND 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.): **Henry County will provide this service within a special service district consisting of the unincorporated areas of Henry County. Hampton, Locust Grove, McDonough, and Stockbridge will provide this service within their respective incorporated areas.**

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>
Henry County	Special Service District as described under Paragraph 6 of this form.
Hampton	Fees, Municipal General Fund
Locust Grove	Fees, Municipal General Fund
McDonough	Fees, Municipal General Fund
Stockbridge	Fees, Municipal General Fund

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

The Service name was changed from "Building Permits, Inspections and Impact Fees." To fund this service, Henry County will create a special service district consisting of the unincorporated areas of the County.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
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?

Within thirty days from the date this SDS Agreement is verified by DCA, Henry County shall create a special service district consisting of the unincorporated areas of the County with funding derived from grants, fees, taxes, and/or user fees levied in and collected from the special service district.

7. Person completing form: **Cheri Matthews, County Manager**
 Phone number: **770-288-6000** Date completed:

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:

- HAMPTON CITY MANAGER: (770) 946-4306**
- LOCUST GROVE CITY MANAGER: (770) 957-5043**
- MCDONOUGH CITY MANAGER: (770) 957-3915**
- STOCKBRIDGE CITY MANAGER: (770)389-7900**



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: HENRY COUNTY

Service: BUILDINGS AND GROUND MAINTENANCE

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

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

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

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

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

- 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>
Henry County	County General Fund
Hampton	Municipal General Fund
Locust Grove	Municipal General Fund
McDonough	Municipal General Fund
Stockbridge	Municipal General Fund

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

No change.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Lease Agreement	Henry County and Stockbridge	11/16/92 - perpetual

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: **Cheri Matthews, County Manager**

Phone number: **770-288-6000** Date completed:

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:

- HAMPTON CITY MANAGER: (770) 946-4306**
- LOCUST GROVE CITY MANAGER: (770) 957-5043**
- MCDONOUGH CITY MANAGER: (770) 957-3915**
- STOCKBRIDGE CITY MANAGER: (770)389-7900**

LEASE AGREEMENT 02-35

STATE OF GEORGIA

COUNTY OF HENRY

↑
Henry Co Numbers

THIS INDENTURE OF LEASE, made and entered into this 16 day of November, 1992, by and between the CITY OF STOCKBRIDGE, a municipal corporation of the State of Georgia (hereinafter referred to as "Landlord"), and HENRY COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as "Tenant");

W I T N E S S E T H:

That, in consideration of the covenants hereinafter contained, the Landlord hereby demises and lets, and the Tenant hereby rents and hires from the Landlord, the following described property, to wit:

One vacant lot in the City of Stockbridge, Henry County, Georgia, being on the west side of Berry Street and bounded on the North by lots of Grady Moseley; East by Berry Street; south by lots belonging to the Estates of Clark and Patillo; and West by vacant lot of J. D. McCollough.

Dimensions of this lot to be 30 feet wide and 100 feet long and known as Lot 34.

A tract or parcel of land, with office buildings thereon, being in the City of Stockbridge, and in Land Lot 61 of the 12th District of Henry County, Georgia, and being Lots 13, 14, 15, 36, 37 and 38 in Block D of subdivision of W. D. Grant property as per plat on file in office of G. W. Adair, Atlanta, Georgia; said tract being more particularly described as follows:

Beginning at a point on the East side of Burks Street 358 feet North of Burks and Jonesboro Streets, and running thence North along the East side of Burks Street 90 feet; thence East 200 feet to Derry Street; thence South along the West side of Berry Street 90 feet; thence West 200 feet to the point of beginning.

TO HAVE AND TO HOLD the said premises, together with all and singular the appurtenances, rights, privileges and easements thereunto belonging to in anywise appertaining, unto the said Tenant, its successors and assigns, for the term described herein and any renewal hereof.

SECTION 1 - RENTAL

The Tenant hereby covenants and agrees to pay to the Landlord rent at the rate of ONE DOLLAR (\$1.00) per year to be paid in advance on the first day of January of each year.

SECTION 2 - USE OF PREMISES

The demised premises may be used by the Tenant only for the conduct of the business of Henry County. Tenant shall at all times fully and properly comply with all laws, ordinances and regulations of every lawful authority having jurisdiction of said premises.

SECTION 3 - TERM

This lease shall be for a term of one (1) year commencing on the date the Landlord complete its relocation to the new City Hall and will terminate on December 31, 1993. However, the term of the lease shall be extended for additional years automatically without the need for any action by either party at the same rental rate. It is the intent of the parties that this lease shall be of perpetual duration unless canceled or terminated as provided herein.

SECTION 4 - ALTERATIONS AND IMPROVEMENTS

The Tenant shall have the right and privilege at all times during the term of this lease to make, at its own expense, such

changes, improvements, alterations and additions to the demised premises as the Tenant may desire, provided, however, that any changes to the subject property shall be subject to Landlord's approval. All improvements that are made to the property shall become the property of the Landlord, free and clear of any claims of the Tenant.

SECTION 5 - FIXTURES

The Tenant may, on termination of this lease, remove from the said premises all shelving and other equipment which Tenant may have installed at its own expense in said premises or otherwise acquired, during the term of this lease. If the building on said premises shall be defaced by the removal of such equipment, Tenant shall repair the damages at its expense.

SECTION 6 - UTILITIES AND HEAT

The Tenant shall pay or cause to be paid all utilities, including, but not limited to, water, electrical, gas, telephone, sewer and sanitation charges incurred by it on said premises during the term of this Lease.

SECTION 7 - DAMAGE CLAUSE

Tenant shall maintain comprehensive casualty insurance on the subject premises in an amount not less than \$800,000.00, specifically naming Landlord as a loss payee.

SECTION 8 - INDEMNIFICATION AND INSURANCE

The Landlord shall not be liable for any damage to property or person by reason of the Tenant's occupancy of the leased premises, and the Tenant agrees to save Landlord harmless from all claims for

damages to property or person occurring in or on the leased premises. The Tenant further specifically agrees that it will procure and keep in force public liability insurance in an amount of not less than \$1,000,000/\$1,000,000 specifically naming Landlord as a named insured.

SECTION 9 - MAINTENANCE AND REPAIRS

The Tenant shall maintain, keep and repair, at its expense, the electrical, plumbing, heating and air conditioning systems, the landscape and all exterior portions of the building, including the roof, exterior walls, canopy, gutters, downspouts, and also all structural portions of the building whether the same are on the interior or exterior, in a condition that is acceptable to the Landlord. In addition, the Tenant agrees that during the term hereof, or any extension or renewal hereof, it will keep the parking and receiving areas and landscaped areas in substantially the same condition as at the time of execution of this lease and will not allow the premises to become littered.

The Tenant shall keep, maintain and repair at its expense all interior portions of the building, except structural portions.

SECTION 10 - TENANT TO PAY FEES

The Tenant shall pay all operating license fees for the conduct of its business, and ad valorem taxes levied upon its trade fixtures, inventory and stock of merchandise.

SECTION 11 - SIGNS

Tenant shall have the right to place signs or other advertising devices, electrical or non-electrical, at any place on

the premises provided that such signs meet the requirements of local laws and regulations. When erecting such signs, the Tenant shall not injure the building and shall save the Landlord harmless from any damage resulting from the installation or removal of such signs.

SECTION 12 - TERMINATION AND SURRENDER OF POSSESSION

Either party to this agreement may terminate or cancel same by giving the other party six (6) months advance written notice of its intent to do so by sending the same by certified mail, return receipt requested, to the City Manager of Landlord or to the Board of Commissioners of Tenant, whichever the case may be. Upon the termination of this lease or any renewal thereof, Tenant shall surrender the premises in the same condition or repair as at the beginning of the term, ordinary wear, tear and damages excepted.

SECTION 13 - SUB-LEASING

Tenant shall not sublease the subject property without first securing the express written approval of Landlord.

SECTION 14 - WAIVER OF SUBROGATION

Landlord and Tenant, each for itself and its successors and assigns, covenants and agrees with the other that no claims shall be made, and that no suit or action, either at law or in equity, shall be brought by either party, or by any person, firm or corporation claiming by, through or under Landlord or Tenant, their successors, sublessees or assigns, against the other, or their officers, agents, employees, successors, sublessees or assigns, for any loss, cost or damage to the leased premises or any improvements

or other property located thereon, caused by or resulting from fire, explosion or other casualty of whatsoever origin, to the extent that the same is covered by and reimbursement made by insurance maintained on the leased premises or the contents thereof; provided, however, that nothing contained in this section shall affect or diminish Landlord's obligation to repair or rebuild in case of damage or destruction as provided herein. All policies of insurance carried and maintained pursuant to this lease shall contain or be endorsed to contain a provision whereby the insured thereunder ^Awaives or is permitted to waive, prior to loss, all rights of subrogation against either Landlord or Tenant. This provision shall not be effective in the event that a waiver of subrogation endorsement is not available from the insurer at standard commercial rates.

SECTION 15 - LEASE BINDING

It is further hereby expressly agreed and understood that all covenants and agreements herein made shall extend to and be binding upon the heirs, devisees, executors, administrators, successors in interest and assigns of both the Landlord and Tenant.

SECTION 16 - ENTIRE AGREEMENT

This lease constitutes the entire agreement between Landlord and Tenant and all understandings and agreements between Landlord and Tenant are merged in this lease. This lease may not be changed or modified except by an agreement in writing signed by Landlord and Tenant.

IN WITNESS WHEREOF the Landlord and Tenant have caused this indenture to be duly executed and sealed the day and year first above written.

Signed, sealed and delivered in the presence of:

Nancy W. Brown
Unofficial Witness

Nancy W. Brown
Notary Public
Notary Public, Henry County, Georgia
My Commission Expires October 15, 1924

Signed, sealed and delivered in the presence of:

Samuel B. Craig
Unofficial Witness

Samuel B. Craig
Notary Public
Notary Public, Henry County, Georgia
My Commission Expires April 15, 1923

LANDLORD:

CITY OF STOCKBRIDGE

BY: W. Kelley (L.S.)

ATTEST: Nancy W. Brown (L.S.)

(Seal)

TENANT:

HENRY COUNTY

BY: Samuel B. Craig (L.S.)

BY: _____ (L.S.)

(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: HENRY COUNTY

Service: CEMETERY

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.): **Henry County, Hampton, Locust Grove, McDonough, Stockbridge**
- 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>
Henry County	Sales, Fees, County General Fund
Hampton	Sales, Fees, Municipal General Fund
Locust Grove	Sales, Fees, Municipal General Fund
McDonough	Sales, Fees, Municipal General Fund
Stockbridge	Sales, Fees, Municipal General Fund

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

No change.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
N/A		

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

N/A

7. Person completing form: **Cheri Matthews, County Manager**
 Phone number: **770-288-6000** Date completed:

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:
HAMPTON CITY MANAGER: (770) 946-4306
LOCUST GROVE CITY MANAGER: (770) 957-5043
MCDONOUGH CITY MANAGER: (770) 957-3915
STOCKBRIDGE CITY MANAGER: (770)389-7900



SERVICE DELIVERY STRATEGY

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COUNTY: HENRY COUNTY

Service: CITY PRISONERS

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.): **Sheriff of Henry 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>
Henry County	County General Fund, County Jail Fund
Hampton	Municipal General Fund
Locust Grove	Municipal General Fund
McDonough	Municipal General Fund
Stockbridge	Municipal General Fund

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

Funding mechanism clarified.

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>
Housing of City Prisoners (See Exhibit A Attached)	Henry County and All Cities	Ten year term beginning on the effective date of the 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?

N/A

7. Person completing form: **Cheri Matthews, County Manager**
 Phone number: **770-288-6000** Date completed:

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:

- HAMPTON CITY MANAGER: (770) 946-4306**
- LOCUST GROVE CITY MANAGER: (770) 957-5043**
- MCDONOUGH CITY MANAGER: (770) 957-3915**
- STOCKBRIDGE CITY MANAGER: (770)389-7900**

EXHIBIT A

HOUSING OF CITY PRISONERS

The City shall reimburse the Sheriff's Department of Henry County in the amount of \$37.58 per day for the housing of City prisoners sentenced by the municipal court of the City for violation of a specified City section of the City Code. Said daily fee shall commence on the date the person is incarcerated by the municipal court judge. The City shall not be required to pay any fees for prisoners that are sentenced by the municipal court judge for violation of state law. The affected City shall make payment within thirty (30) days of receipt of the bill. In addition, the County jail fund fee authorized by O.C.G.A. § 15-21-93 shall be remitted to the County in accordance with State law.

HENRY COUNTY, GEORGIA

By: Jane Wood (L.S.)
Chairman

Attest: [Signature] (L.S.)
Clerk (SEAL)

CITY OF McDONOUGH, GEORGIA

By: [Signature] (L.S.)
Mayor

Attest: [Signature] (L.S.)
Clerk (SEAL)

CITY OF HAMPTON, GEORGIA

By: [Signature] (L.S.)
Mayor

Attest: [Signature] (L.S.)
Clerk (SEAL)

CITY OF STOCKBRIDGE, GEORGIA

By: _____ (L.S.)
Mayor

Attest: _____ (L.S.)
Clerk (SEAL)

CITY OF LOCUST GROVE, GEORGIA

By: _____ (L.S.)
Mayor

Attest: _____ (L.S.)
Clerk (SEAL)

HENRY COUNTY SHERIFF

By: _____ (L.S.)
Keith McBrayer, Sheriff

Attest: _____ (L.S.)
(SEAL)

EXHIBIT A

HOUSING OF CITY PRISONERS

The City shall reimburse the Sheriff's Department of Henry County in the amount of \$37.58 per day for the housing of City prisoners sentenced by the municipal court of the City for violation of a specified City section of the City Code. Said daily fee shall commence on the date the person is incarcerated by the municipal court judge. The City shall not be required to pay any fees for prisoners that are sentenced by the municipal court judge for violation of state law. The affected City shall make payment within thirty (30) days of receipt of the bill. In addition, the County jail fund fee authorized by O.C.G.A. § 15-21-93 shall be remitted to the County in accordance with State law.

HENRY COUNTY, GEORGIA

By: _____ (L.S.)
Chairman

Attest: _____ (L.S.)
Clerk (SEAL)

CITY OF HAMPTON, GEORGIA

By: _____ (L.S.)
Mayor

Attest: _____ (L.S.)
Clerk (SEAL)

CITY OF LOCUST GROVE, GEORGIA

By: _____ (L.S.)
Mayor

Attest: _____ (L.S.)
Clerk (SEAL)

CITY OF McDONOUGH, GEORGIA

By: _____ (L.S.)
Mayor

Attest: _____ (L.S.)
Clerk (SEAL)

CITY OF STOCKBRIDGE, GEORGIA

By: _____ (L.S.)
Mayor

Attest: _____ (L.S.)
Clerk (SEAL)

HENRY COUNTY SHERIFF

By: _____ (L.S.)
Sheriff

Attest: _____ (L.S.)
(SEAL)

SHERRY SMITH
NOTARY PUBLIC, STATE OF GEORGIA
MY COMMISSION EXPIRES
JULY 29, 2021



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY: HENRY COUNTY

Service: CITY PRISONERS - TRANSPORT

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.): **Henry County Sheriff to provide service in unincorporated area of Henry County and the City of Stockbridge. Hampton, Locust Grove and McDonough shall provide this service within their incorporated areas.**

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>
Henry County	County General Fund
Stockbridge	Municipal General Fund
Hampton	Municipal General Fund
Locust Grove	Municipal General Fund
McDonough	Municipal General Fund

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

Agreement between Henry County and Stockbridge.

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: **Cheri Matthews, County Manager**





Phone number: **770-288-6000** Date completed:

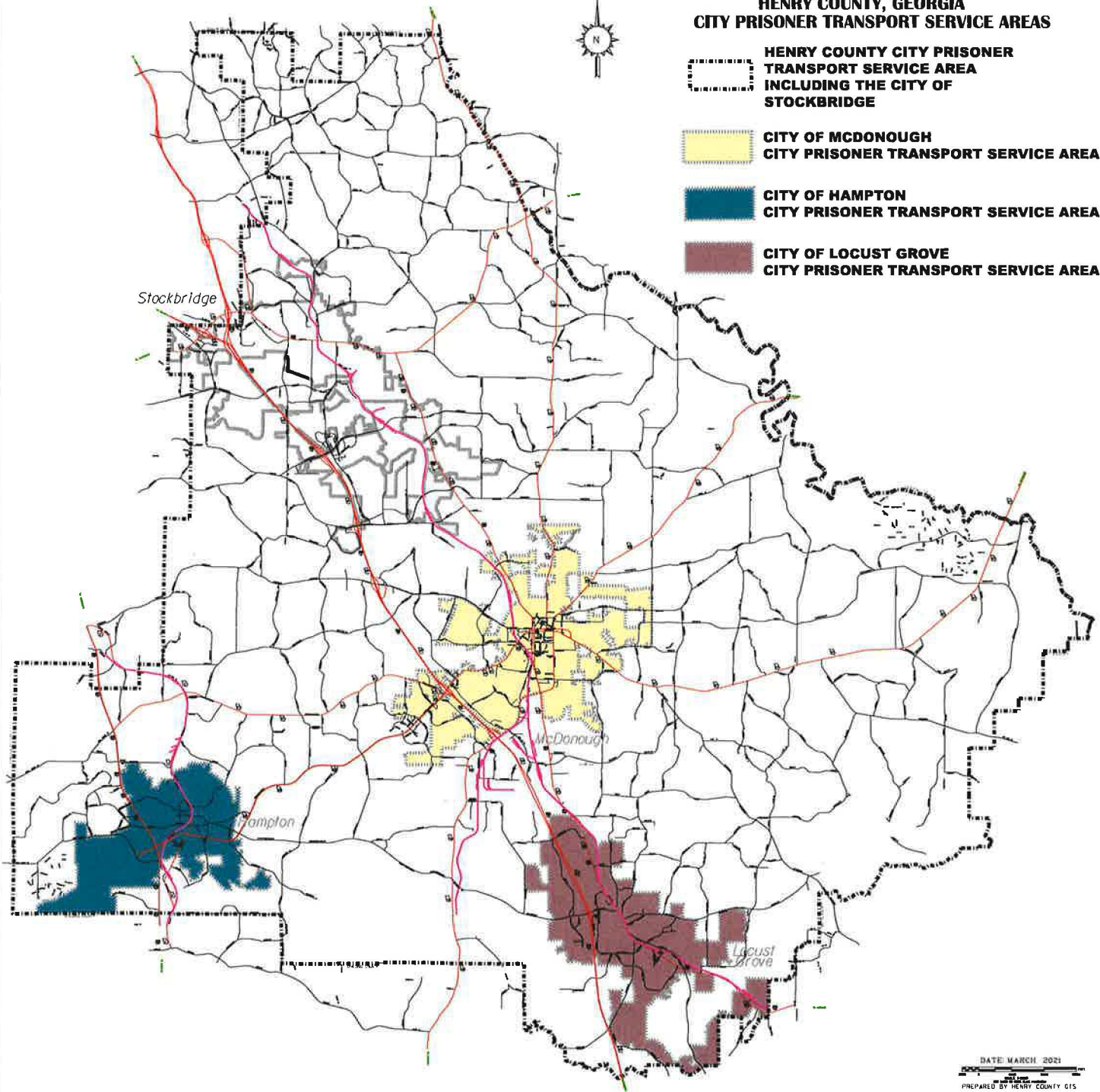
8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

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

- HAMPTON CITY MANAGER: (770) 946-4306**
- LOCUST GROVE CITY MANAGER: (770) 957-5043**
- MCDONOUGH CITY MANAGER: (770) 957-3915**
- STOCKBRIDGE CITY MANAGER: (770) 389-7900**

**HENRY COUNTY, GEORGIA
CITY PRISONER TRANSPORT SERVICE AREAS**

-  **HENRY COUNTY CITY PRISONER TRANSPORT SERVICE AREA INCLUDING THE CITY OF STOCKBRIDGE**
-  **CITY OF MCDONOUGH CITY PRISONER TRANSPORT SERVICE AREA**
-  **CITY OF HAMPTON CITY PRISONER TRANSPORT SERVICE AREA**
-  **CITY OF LOCUST GROVE CITY PRISONER TRANSPORT SERVICE AREA**





SERVICE DELIVERY STRATEGY

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COUNTY: HENRY 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.): **Henry County will provide this service within a special service district consisting of the unincorporated areas of Henry County. Hampton, Locust Grove, McDonough, and Stockbridge provide this service within their respective incorporated areas.**

- 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
Henry County	Special Service District, as described under Paragraph 6 of this form.
Hampton	Fines, Fees, Assessments, Municipal General Fund
Locust Grove	Fines, Fees, Assessments, Municipal General Fund
McDonough	Fines, Fees, Assessments, Municipal General Fund
Stockbridge	Fines, Fees, Assessments, Municipal General Fund

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

Henry County will create a special service district.

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?

Within thirty days from the date this SDS Agreement is verified by DCA, Henry County shall create a special service district consisting of the unincorporated areas of the County with funding derived from grants, fees, taxes, and/or user fees levied in and collected from the special service district.

7. Person completing form: **Cheri Matthews, County Manager**
 Phone number: **770-288-6000** Date completed:

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:
HAMPTON CITY MANAGER: (770) 946-4306
LOCUST GROVE CITY MANAGER: (770) 957-5043
MCDONOUGH CITY MANAGER: (770) 957-3915
STOCKBRIDGE CITY MANAGER: (770)389-7900



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COUNTY: HENRY COUNTY

Service: **COMPREHENSIVE PLAN**

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.): **Henry County will provide this service within a special service district consisting of the unincorporated areas of Henry County regardless of whether those municipal boundaries change over the term of the agreement. Hampton, Locust Grove, McDonough and Stockbridge provides this service within their respective incorporated areas.**
- 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>
Henry County	Special Service District as described under Paragraph 6 of this form.
Hampton	Municipal General Fund, Grants
Locust Grove	Municipal General Fund, Grants
McDonough	Municipal General Fund, Grants
Stockbridge	Municipal General Fund, Grants

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

Henry County will create a special service district consisting of the unincorporated areas of the County.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
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?

Within thirty days from the date this SDS Agreement is verified by DCA, Henry County shall create a special service district consisting of the unincorporated areas of the County with funding derived from grants, fees, taxes, and/or user fees levied in and collected from the special service district.

7. Person completing form: **Cheri Matthews, County Manager**

Phone number: **770-288-6000** Date completed:

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:

- HAMPTON CITY MANAGER: (770) 946-4306**
- LOCUST GROVE CITY MANAGER: (770) 957-5043**
- MCDONOUGH CITY MANAGER: (770) 957-3915**
- STOCKBRIDGE CITY MANAGER: (770)389-7900**



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: HENRY COUNTY

Service: CORONER SERVICE

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

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

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

Added SPLOST as a funding source.

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: **Cherl Matthews, County Manager**
 Phone number: **770-288-6000** Date completed:

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: HENRY COUNTY

Service: COURTS/INDIGENT DEFENSE - 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: **Hampton, Locust Grove, McDonough, Stockbridge**)
- 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
Hampton	Fees, Forfeitures, Fines, Municipal General Fund
Locust Grove	Fees, Forfeitures, Fines, Municipal General Fund
McDonough	Fees, Forfeitures, Fines, Municipal General Fund
Stockbridge	Fees, Forfeitures, Fines, Municipal General Fund

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

No change.

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

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: **Cheri Matthews, County Manager**
 Phone number: **770-288-6000** Date completed:

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:

- HAMPTON CITY MANAGER: (770) 946-4306**
- LOCUST GROVE CITY MANAGER: (770) 957-5043**
- MCDONOUGH CITY MANAGER: (770) 957-3915**
- STOCKBRIDGE CITY MANAGER: (770)389-7900**



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: HENRY COUNTY

Service: COURTS/INDIGENT DEFENSE - STATE AND COUNTY COURTS

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

- a.) Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Henry County (via the Juvenile Court, Magistrate Court, Superior and State Courts)**
- 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>
Henry County	Fees, Forfeitures, Fines, General Fund

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

No change.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
N/A		

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

N/A

7. Person completing form: **Cheri Matthews, County Manager**

Phone number: **770-288-6000** Date completed:

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: HENRY COUNTY

Service: COURT SECURITY, SERVICE OF PROCESS,
SUBPOENAS

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.): **Sheriff of Henry 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
Henry County	County General Fund

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

No change.

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

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: **Cheri Matthews, County Manager**
 Phone number: **770-288-6000** Date completed:

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: HENRY COUNTY

Service: **DETENTION AND COLLECTION OF UNRESTRAINED ANIMALS AND RELATED 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.): **Henry 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
Henry County	Countywide Revenues, Fines Collected by City Municipal Court for Enforcement of Animal Control Ordinance

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

No change.

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

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?

All cities adopt a uniform animal control ordinance provided by Henry County and authorizing Henry County to enforce said ordinance within each respective city and remitting fines collected thereunder to the County

7. Person completing form: **Cheri Matthews, County Manager**
 Phone number: **770-288-6000** Date completed:

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: HENRY COUNTY

Service: **DEVELOPMENT AUTHORITY - County**

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.): **Henry County Development 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
Henry County	County General Fund

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

Clarified Service Provider.

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: **Cheri Matthews, County Manager**
Phone number: **770-288-6000** Date completed:

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: HENRY COUNTY

Service: **ECONOMIC DEVELOPMENT - Independent City Authorities**

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: **Hampton, Locust Grove, McDonough, Stockbridge**)

- 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
Hampton	Municipal General Fund, City Authority, program, or organization funds.
Locust Grove	Municipal General Fund, City Authority, program, or organization funds.
McDonough	Municipal General Fund, City Authority, program, or organization funds.
Stockbridge	Municipal General Fund, City Authority, program, or organization funds.

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

No change.

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

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: **Cheri Matthews, County Manager**

Phone number: **770-288-6000** Date completed:

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:

- HAMPTON CITY MANAGER: (770) 946-4306**
- LOCUST GROVE CITY MANAGER: (770) 957-5043**
- MCDONOUGH CITY MANAGER: (770) 957-3915**
- STOCKBRIDGE CITY MANAGER: (770)389-7900**



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: HENRY COUNTY

Service: DEVELOPMENT PLAN REVIEW

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.): **Henry County will provide this service within a service district consisting of the unincorporated areas of Henry County regardless of whether the municipal boundaries change over the term of the agreement. Hampton, Locust Grove, McDonough, and Stockbridge provide this service within their respective incorporated areas.**

- 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>
Henry County	Special Service District as described under Paragraph 6 of this form.
Hampton	Municipal General Fund
Locust Grove	Municipal General Fund
McDonough	Municipal General Fund
Stockbridge	Municipal General Fund

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

Henry County will create a special service district.

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?

Within thirty days from the date this SDS Agreement is verified by DCA, Henry County shall create a special service district consisting of the unincorporated areas of the County with funding derived from grants, fees, taxes, and/or user fees levied in and collected from the special service district.

7. Person completing form: **Cheri Matthews, County Manager**
 Phone number: **770-288-6000** Date completed:

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:

- HAMPTON CITY MANAGER: (770) 946-4306**
- LOCUST GROVE CITY MANAGER: (770) 957-5043**
- MCDONOUGH CITY MANAGER: (770) 957-3915**
- STOCKBRIDGE CITY MANAGER: (770)389-7900**



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: HENRY COUNTY

Service: *ECONOMIC DEVELOPMENT - Independent City Authorities*

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: **Hampton, Locust Grove, McDonough, Stockbridge**)
- 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
Hampton	Municipal General Fund, City Authority, program, or organization funds.
Locust Grove	Municipal General Fund, City Authority, program, or organization funds.
McDonough	Municipal General Fund, City Authority, program, or organization funds.
Stockbridge	Municipal General Fund, City Authority, program, or organization funds.

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

The Service name was changed from "Development Authority - Independent City Authorities." City Authority, program, or organization funds were added as funding methods.

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: **Cheri Matthews, County Manager**

Phone number: **770-288-6000** Date completed: _____

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:

- HAMPTON CITY MANAGER: (770) 946-4306**
- LOCUST GROVE CITY MANAGER: (770) 957-5043**
- MCDONOUGH CITY MANAGER: (770) 957-3915**
- STOCKBRIDGE CITY MANAGER: (770)389-7900**



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: HENRY COUNTY

Service: ELECTIONS - Federal, State, County

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.): **Henry 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>
Henry County	County General Fund

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

No change.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
N/A		

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

N/A

7. Person completing form: **Cheri Matthews, County Manager**
 Phone number: **770-288-6000** Date completed:

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: HENRY COUNTY

Service: ELECTIONS - Municipal

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: **Hampton, Locust Grove, McDonough, Stockbridge**)
- 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>
Hampton	Municipal General Funds
Locust Grove	Municipal General Funds
McDonough	Municipal General Funds
Stockbridge	Municipal General Funds

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

Intergovernmental Agreements extend to a term consistent with this form.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Intergovernmental Agreement	Henry County and City of Hampton	See IGA, renews annually.
Intergovernmental Agreement	Henry County and City of Locust Grove	See IGA, renews annually.
Intergovernmental Agreement	Henry County and City of McDonough	See IGA, renews annually.
Intergovernmental Agreement	Henry County and City of Stockbridge	See IGA, renews annually.

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: **Cheri Matthews, County Manager**

Phone number: **770-288-6000** Date completed:

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:

HAMPTON CITY MANAGER: (770) 946-4306
LOCUST GROVE CITY MANAGER: (770) 957-5043
MCDONOUGH CITY MANAGER: (770) 957-3915
STOCKBRIDGE CITY MANAGER: (770)389-7900

STATE OF GEORGIA
COUNTY OF HENRY

INTERGOVERNMENTAL AGREEMENT BETWEEN HENRY COUNTY ("COUNTY")
AND THE CITY OF HAMPTON ("CITY") RELATING TO SERVICES OF THE
HENRY COUNTY BOARD OF ELECTIONS AND REGISTRATION ("BOARD")

WHEREAS, the Georgia General Assembly created the Board, having jurisdiction over the conduct of primaries and elections, and provided that with regard to the preparation for and the conduct and administration of primaries and elections, the Board shall succeed to and exercise all duties and powers granted to an⁴ incumbent upon the election superintendent pursuant to Title 21 of the Code of Georgia; and

WHEREAS, the City lies within Henry County; and

WHEREAS, the City is required to conduct municipal elections from time to time for the purposes of electing individuals to serve on the city council of said city, as Mayor of said city, special referenda, bond issues, or called special elections; and

WHEREAS, the Board is authorized to provide elections services to the City under O.C.G.A. § 21-2-40(b); and

WHEREAS, the City requests the services of the Board to conduct such municipal elections; and

WHEREAS, O.C.G.A. § 36-70 20-*et seq.*, provides that local governments should develop a service delivery system that is efficient and responsive to its citizens; and

WHEREAS, in consideration of the mutual benefits and consideration accruing to each of the parties hereto and for the use of and benefit of the citizens of the entire county, which benefits are hereby expressly acknowledged, the parties have determined that it is in the best interest of the citizens to enter an agreement for the following purposes; and

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

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

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

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

Section 2. Term of Agreement. The term of this Agreement shall commence on and shall continue from year to year unless terminated as set out hereinafter.

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

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

- (a) Perform all duties as superintendent of elections as specified under Chapter 2 of Title 21 of the Official Code of Georgia Annotated;
- (b) Perform all duties as superintendent of elections as specified under Chapter 2 of Title 21 of the Official Code of Georgia Annotated, with the exception of the qualification of candidates; or
- (c) Lease or loan any or all of its election equipment to the municipality for the purpose of conducting municipal elections without any responsibility on the part of the County for the actual conduct of the municipal election.

Section 5. City's Obligations. The City shall adopt ordinances or resolutions to accomplish the following:

- (a) Select the service(s) that the City desires from the Board and the County, as set forth in Section 4 above, for each election; and
- (b) Assist the Board and the County in providing security for each election.

Section 6. Scope of Services by Board. The Board shall provide any and all services required to conduct, manage, and supervise the November 2021 municipal election and each election thereafter, unless terminated as set forth herein, for the City in accordance with all applicable state and local laws, to include the following services:

- (a) Receive and act upon petitions, determine the sufficiency of nomination petitions of candidates, filing notice of their candidacy with him/her in accordance with this chapter, prepare and publish all notices and advertisements relating to the conduct of elections, select and equip polling places, secure and maintain election equipment, appoint poll officers to serve in primaries and elections, ensure compliance with the State Election Board rules and general laws, ensure compliance with the City Charter for municipal elections, instruct poll officers in

their duties, receive poll returns, certify and announce the results, and guarantee the secrecy of the ballot;

- (b) At the time or times set by the City, the Superintendent shall call for an election to be held in all applicable voting precincts set by the City;
- (c) The Board shall be responsible for taking all steps necessary to obtain pre-clearance approval for said election from the Department of Justice of the United States of America;
- (d) The date of such election shall be set as provided by law, the polls of each election precinct of the City shall be open at 7:00 a.m. and shall close at 7:00 p.m.;
- (e) The election shall be held in accordance with the election laws of the State of Georgia and the City Charter;
- (f) The Board shall count the votes of said election in the manner required by law;
- (g) Publish the Notice of Election as required by law; and prior to the date of any election, appoint property Election Managers and Clerks to supervise and hold the municipal election.

Section 7. Compensation.

- (a) The City shall pay the County all costs incurred in performing those functions which the municipality has requested the Board to perform, including but not limited to, any and all usual standard charges incurred by the County and the Board during a given election, for example, the cost of poll workers, the printing of ballots, and the publishing of legal notices.
- (b) Within 90 days after the date of the election or any runoff election related thereto, whichever is last to occur, the County shall furnish the City with a complete statement showing all costs and expenses incurred from the election(s). The City shall remit all expenses and charges in connection with the election to the County within 30 days after receipt of the invoice that provides said expenses and charges.

Section 8. Indemnity.

- (a) The City shall indemnify and hold harmless the County and the Board from any and all claims made concerning or resulting from any election conducted pursuant to the terms of this Agreement, including but not limited to, all claims made contesting any aspect of a given election, except claims alleging the intentional or willful acts of agents or employees of the County or Board in connection with any election held pursuant to this Agreement.
- (b) All legal services and defense of litigation required by the Board or one acting on behalf of the Board arising from the municipal election held pursuant to this contract shall be furnished an attorney selected by the City. The City shall pay all costs and attorney fees incurred in the defense of any claims asserted against the Board or any person acting on its behalf;
- (c) The City shall cause its attorney ("City Attorney") to be available to the Board to resolve any legal questions regarding the city elections; provided, however, that

the failure of the City Attorney to respond to a request made hereunder within a reasonable time shall be deemed to be a refusal to furnish such services. The Board shall notify the City in writing of its determination that the City has failed to respond in a timely manner before incurring legal fees on its own behalf for which the City shall be responsible.

Section 9. Modification. The parties may modify this agreement in writing by having a modification signed by all parties and adopted by resolution pursuant to the Open Meetings Act, O.C.G.A. §§50-14-1 *et seq.*

Section 10. Entire Agreement. This intergovernmental contract is a full and complete statement of the agreement of the parties as to the subject matter hereof and has been authorized by proper action of the respective parties.

Section 11. Arbitration. The parties hereby agree to submit any controversy arising under this agreement to arbitration pursuant to the provisions of O.C.G.A. §9-9-1 *et seq.*, the Georgia Arbitration Code. Such arbitration shall in all respects be governed by the provisions of the arbitration code. The parties hereby agree to comply with and to be governed by the provisions of said arbitration code as to any controversy so submitted to arbitration. The arbitration decision shall be enforceable by a court of competent jurisdiction.

Section 12. Counterparts. This agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute the same instrument.

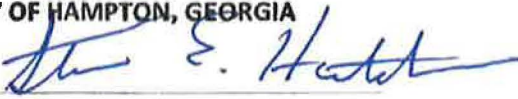
Section 13. Governing Law. This agreement and all transactions contemplated hereby shall be governed by, construed and enforced according to the laws of the State of Georgia.

Section 14. Severability. Should any provision of this agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this agreement or the application of such provision to any person or circumstances, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this agreement shall be valid and enforceable to the full extent permitted by law.

Section 15. Notices. All notices, demands or requests required or permitted to be given pursuant to this agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective upon being deposited in the United States Mail, postage prepaid, registered or certified with return receipt requested, to the address appearing on the executed page hereof or when delivered by hand to the addresses shown below or when transmitted to any telex number appearing below; provided, however, in those cases where a telex number is stated on the execution page for a particular party, notice to such party must be given by telex message to such number to be an effective notice hereunder.


SO AGREED, this 31 day of December, 2020.

CITY OF HAMPTON, GEORGIA

By: 
STEVE HUTCHISON, Mayor

Attest: 
MELISSA BROOKS, City Clerk

HENRY COUNTY, GEORGIA

By: 
JUNE WOOD, Chairwoman

Attest: 
STEPHANIE BRAUN, County Clerk

HENRY COUNTY BOARD OF ELECTIONS AND REGISTRATION, GEORGIA

By: _____
DAN RICHARDSON, Chairman

Attest: _____
AMEIKA PITTS, Director

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF ELECTION SERVICES
BETWEEN
HENRY COUNTY, GEORGIA and
THE CITY OF LOCUST GROVE, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 31st day of December, 2020, between Henry County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of Locust Grove, Georgia ("City"), a municipal corporation lying wholly or partially within the County.

WHEREAS, the parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, both parties are interested in serving the needs of the citizens of the City by the County providing for the services of conducting all elections required and permitted by law; and

WHEREAS, the City desires to contract with the County to conduct all municipal elections for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to enter into such an agreement for the conduct of the City elections; and

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

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a city may by ordinance authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, the Henry County Board of Registrations and Elections ("BRE") has jurisdiction over the conduct of primaries and elections and the registration of electors in the County; and

WHEREAS, the BRE, among other things, is responsible for the selection and appointment of the elections supervisor and the selection, appointment, and training of poll workers in elections;

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

**ARTICLE 1
CONDUCT OF ELECTIONS**

1.1 This Agreement will govern the conduct of any and all elections (hereinafter referred to as "City Election") which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the parties that City Elections be conducted in compliance with all applicable federal, state and local legal requirements.

1.2 For each City Election, City, at its sole option, shall submit to County a request in the form attached hereto as Exhibit A. Requests must be made in conformance with O.C.G.A. § 21-2-540, now and as it may be amended hereafter, to the address specified in the Notice Section below. If a timely request is not made, the County shall have no obligation to conduct the City Election which was the subject of the request.

**ARTICLE 2
TERM OF AGREEMENT**

This Agreement shall commence on the day the last party to this Agreement approves this Agreement on its minutes and shall continue from year to year unless terminated as set forth herein.

**ARTICLE 3
DUTIES AND RESPONSIBILITIES**

Pursuant to this Agreement, each party shall provide the following enumerated services:

3.1 Upon receipt of request to perform a City Election, the BRE and/or the County Election Supervisor, or their designee(s) shall be responsible for:

- a) Placing the City's candidate(s) on the electronic and printed ballots for City Elections after qualifying;
- b) Placing the City's referendum question(s) on the ballot for a City Election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);
- c) Hiring, training, supervising and paying poll officers and absentee ballot clerks;
- d) Preparing and submitting to the City Clerk, as required by state law O.C.G.A. § 21-2-224(e), now and as it may be amended hereafter, a list of electors.
- e) Performing duties of election superintendent/supervisor, and absentee ballot clerk for City Elections;

- f) Performing logic and accuracy testing as required by Sections 183-1-12-.02 and .07 of the Official Compilation of Rules and Regulations of the State of Georgia, now and as they may be hereafter amended;
- g) Providing staff, equipment and supplies for conducting City Elections at City polling places on City Election days which shall be the final day of election and early voting conducted only on weekdays and Saturdays as permitted under state law and for conducting recounts as may be required;
- h) Certifying City Election returns as required by state law O.C.G.A. § 21-2-493, now and as it may be amended hereafter, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk or as otherwise directed;
- i) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts; and
- j) Preparing and submitting timely requests for Preclearance of voting precinct changes to the Department of Justice, Civil Rights Division under Section V of the Voting Rights Act of 1965.
- k) Submitting Preclearance requests, as necessary, to the Department of Justice, Civil Rights Division under Section V of the Voting Rights Act of 1965, including, but not limited to the submission of a request to allow for district changes or Calls for Special City Elections;

3.2 The City shall be responsible for:

- a) Adopting Election Resolutions pursuant to O.C.G.A. § 21-2-45(c), now and as it may be amended hereafter, and Calls for Special City Elections (“the Calls”) as required by O.C.G.A. § 21-2-540, now and as it may be amended hereafter;
- b) Designating early and advance voting sites and hours;
- c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-ins, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*, now and as it may be amended hereafter;
- d) Placing advertisements in the City’s legal organ regarding Calls, as required by state law O.C.G.A. § 21-2-540, now and as it may be amended hereafter;
- e) Fixing and publishing the qualifying fee as required by state law under O.C.G.A. § 21-2-131, now and as it may be amended hereafter;
- f) Collecting and retaining the qualifying fee as required by state law O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

- g) Performing filing officer duties as required by the State of Ethics Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;
- h) Verifying, in a timely manner, accuracy of voter list(s) for City residents;
- i) Providing the County with a detailed map showing the City's Municipal Boundaries and Voting District Boundaries;
- j) All aspects related to the issuance of bonds by the City, except for City referendum election duties specifically requested of the County as provided herein;
- k) Notifying the County immediately of the need for a Special City Election including election races and/or ballot referendum questions;
- l) Providing the County with an electronic copy of referendums that must be placed on a ballot;
- m) Providing the County, via electronic mail or facsimile, affidavits and listing of candidates immediately after close of qualifying;
- n) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and
- o) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

**ARTICLE 4
COMPENSATION AND CONSIDERATION**

Pursuant to this Agreement and O.C.G.A. § 21-2-2-45(c) now and as it may be amended hereafter, the City shall pay to the County all costs incurred in performing the functions agreed upon herein. City agrees to pay County the actual costs incurred by County in conducting City Elections as stated on the County's invoice. City shall remit said funds to County within thirty (30) days of receipt of invoice.

**ARTICLE 5
LEGAL RESPONSIBILITIES**

5.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and/or the County Election Supervisor in connection with any City Election held pursuant to this Agreement.

5.2 In the event that a City Election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City

Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and/or the County Election Supervisor in connection with any City Election held pursuant to this Agreement. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

5.3 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law.

5.4 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation but such person shall constitute agents or employees of the County for purposes of paragraph 5.1 and 5.2.

ARTICLE 6 EMPLOYMENT STATUS

6.1 All County personnel assigned under this Agreement are and will continue to be employees of the County for all purposes, including, but not limited to: duties and responsibilities, employee benefits, grievance, liability, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

6.2 All County personnel assigned under this Agreement are and will continue to be part of the Henry County Voter Registrations and Elections and under the supervision of the Elections Supervisor.

6.3 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 7 RECORDKEEPING AND REPORTING

7.1 The County Voter Registrations and Elections Department is the central repository for all departmental records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

7.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 8 TERMINATION AND REMEDIES

Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever by notice in writing to the other party delivered at least sixty (60) days prior to the

effective date of the termination; provided however, that termination shall not be effective during a called election but thirty (300 days after certification of the election which determines the outcome for all elective offices on the ballot for that election cycle.

ARTICLE 9 NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non-binding duplicate facsimile notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Supervisor or by the County to the City Manager via certified first class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County: Grayson Davis
 Interim Elections Supervisor
 345 Phillips Drive
 McDonough, Georgia 30253

With a copy to: Patrick J. Jaugstetter
 222 Webb Street
 Cumming, GA 30040

If to the City: Tim Young
 3644 Highway 42
 Locust Grove, GA 30248

With a copy to: Andrew J. Welch, III
 2200 Keys Ferry Ct.
 McDonough, GA 30253

ARTICLE 10 NON-ASSIGNABILITY

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

ARTICLE 11 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. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

**ARTICLE 12
SEVERABILITY, VENUE AND ENFORCEABILITY**

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 effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of Henry County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

**ARTICLE 13
BINDING EFFECT**

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

**ARTICLE 14
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 City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

HENRY COUNTY, GEORGIA

By: 
June Wood, BOC Chair

Date: 12/31/20

ATTEST:



Stephanie Braun, County Clerk (SEAL)

APPROVED AS TO FORM:

Dan Richardson, Chairman
Henry County Board of Registrations and Elections

APPROVED AS TO SUBSTANCE:

Grayson Davis, Interim Elections Supervisor
Henry County Board of Registrations and Elections

CITY OF LOCUST GROVE, GEORGIA


Mayor, Robert Price (SEAL)

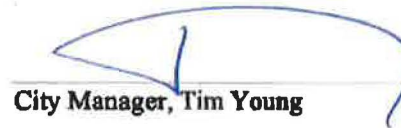

City Clerk, Misty Spurling (SEAL)

Date: 12/31/2020

APPROVED AS TO FORM:


City Attorney, Andrew J. Welch, III

APPROVED AS TO SUBSTANCE:


City Manager, Tim Young

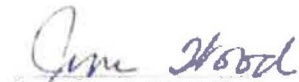

June Wood, BOC Chair

EXHIBIT A

As per the Agreement executed on _____, THE CITY OF LOCUST GROVE hereby requests that Henry County conduct its municipal Election on _____. The last day to register to vote in this election is _____. The absentee poll will be located at 345 Phillips Drive McDonough, Georgia 30253.

This _____ day of _____, 20____.

(SEAL)

City Clerk

The Henry County Board of Registrations and Elections agrees to conduct the CITY OF LOCUST GROVE, GA 's Election on _____.

This _____ day of _____, 20____.

(SEAL)

Grayson Davis, Interim Elections Supervisor
Henry County Board of Registrations and
Elections

2007

STATE OF GEORGIA
COUNTY OF HENRY

**INTERGOVERNMENTAL AGREEMENT BETWEEN
HENRY COUNTY ("COUNTY")
AND THE CITY OF MCDONOUGH ("CITY")
RELATING TO SERVICES OF THE
HENRY COUNTY BOARD OF ELECTIONS AND REGISTRATION ("BOARD")**

WHEREAS, the Georgia General Assembly created the Board, having jurisdiction over the conduct of primaries and elections, and provided with regard to the preparation for and the conduct and administration of primaries and elections, the Board shall succeed to and exercise all duties and powers granted to and incumbent upon the election superintendent pursuant to Title 21 of the Code of Georgia; and

WHEREAS, the City lies within Henry County; and

WHEREAS, the City is required to conduct municipal elections from time to time for the purposes of electing individuals to serve on the City Council of said city, as Mayor of said City, special referenda, bond issues, or called special elections; and

WHEREAS, the Board is authorized to provide elections services to the City under O.C.G.A. § 21-2-40(b); and

WHEREAS, the City requests the services of the Board to conduct such municipal elections; and

WHEREAS, O.C.G.A. § 36-70-20 *et seq.* provides that local governments should develop a service delivery system that is efficient and responsive to its citizens; and

WHEREAS, in consideration of the mutual benefits and consideration accruing to each of the parties hereto and for the use of and benefit of the citizens of the entire County, which benefits are hereby expressly acknowledged, the parties have determined that it is in the best interest of the citizens to enter an agreement, for the following purposes; and

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

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

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

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

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

Section 2. Term of Agreement. The term of this Agreement shall commence on _____ and shall continue from year to year unless terminated as set out hereinafter.

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

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

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

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

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

Section 5. City's Obligations. The City shall adopt ordinances or resolutions to accomplish the following:

(a) Select the services(s) that the City desires from the Board and the County, as set forth in Section 4 above, for each election;

(b) Designate the location for all voting precinct(s); and

(c) Assist the Board and the County in providing security for each election.

Section 6. Scope of Services by Board. The Board shall provide any and all services required to conduct, manage, and supervise the November 2007 municipal election and each

election thereafter, unless terminated as set forth herein, for the City in accordance with all applicable state and local laws, to include the following services:

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

(b) At the time or times set by the City, the Superintendent shall call for an election, to be held in all applicable voting precincts set by the City;

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

(d) The date of such election shall be set as provided by law, the polls of each election district of the City shall be open at 7:00 a.m. and close at 7:00 p.m.;

(e) The election shall be held in accordance with the election laws of the State of Georgia and the City Charter;

(f) The Board shall count the votes of said election in the manner required by law;

(g) Publish the Notice of Election as authorized by law, and prior to the date of any election, appoint property Election Managers and Clerks to supervise and hold the municipal election.

Section 7. Compensation.

(a) The City shall pay the County all costs incurred in performing those functions which the municipality has requested the Board of Elections to perform, including, but not limited to, any and all usual, standard charges incurred by the County and the Board of Elections during a given election, for example, the cost of poll workers, the printing of ballots, and the publishing of legal notices.

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

Section 8. Indemnity.

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

(b) All legal services and defense of litigation required by the Board or one acting on behalf of the Board arising from the municipal election held pursuant to this contract shall be furnished an attorney selected by the City. The City shall pay all costs and attorney fees incurred in the defense of any claims asserted against the Board of Elections or any person acting on its behalf.

(c) The City shall cause its attorney (the "City Attorney") to be available to the Board to resolve any legal questions regarding the city elections; provided, however, that the failure of the City Attorney to respond to a request made hereunder within a reasonable time shall be deemed to be a refusal to furnish such services. The Board shall notify the City in writing of its determination that the City has failed to respond in a timely manner before incurring legal fees on its own behalf for which the City shall be responsible.

Section 9. Modification. The parties may modify this agreement in writing by having a modification signed by all parties and adopted by resolution pursuant to the Open Meetings Act, O.C.G.A. §§ 50-14-1 *et seq.*

Section 10. Entire Agreement. This intergovernmental contract is a full and complete statement of the agreement of the parties as to the subject matter hereof and has been authorized by proper action of the respective parties.

Section 11. Arbitration. The parties hereby agree to submit any controversy arising under this Agreement to arbitration pursuant to the provisions of O.C.G.A. § 9-9-1 *et seq.*, the Georgia Arbitration Code. Such arbitration shall in all respects be governed by the provisions of the arbitration code. The parties hereby agree to comply with and to be governed by the provisions of said arbitration code as to any controversy so submitted to arbitration. The arbitration decision shall be enforceable by a court of competent jurisdiction.

Section 12. Counterparts. This agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute the same instrument.

Section 13. Governing Law. This Agreement and all transactions contemplated hereby, shall be governed by, construed and enforced according to the laws of the State of Georgia.

Section 14. Severability. Should any provision of this agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this agreement, or the application of such provision, to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this agreement shall be valid and enforceable to the full extent permitted by law.

Section 15. Notices. All notices, demands, or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited in the United States mail, postage prepaid and registered, or certified with return receipt requested to the addresses appearing on the executed page hereof, or when delivered by hand to the addressees shown below or when transmitted to any telex number appearing below; provided, however, in those cases where a telex number is stated on the execution page for a particular party, notice to such party must be given by telex message to such number to be an effective notice hereunder:

So agreed, this 7th day of August, 2007

Attest: Janis E. Price
Janis E. Price, City Clerk

[SEAL]

CLERK OF MCDONOUGH, GEORGIA
BY: Billy Copeland (L.S.)
BILLY COPELAND, Mayor

Attest: Shay Mathis
Shay Mathis, County Clerk

[SEAL]

HENRY COUNTY, GEORGIA
BY: Jason T. Harper (L.S.)
JASON T. HARPER, Chairman
Henry County Board of Commissioners

Attest: Janet Shellnutt
Janet Shellnutt, Director

[SEAL]

HENRY COUNTY BOARD OF
ELECTIONS AND REGISTRATION
BY: Eddie Cardell (L.S.)
EDDIE CARDELL, Chairman

COPY

STATE OF GEORGIA
COUNTY OF HENRY

**INTERGOVERNMENTAL AGREEMENT BETWEEN
HENRY COUNTY ("COUNTY")
AND THE CITY OF STOCKBRIDGE ("CITY")
RELATING TO SERVICES OF THE
HENRY COUNTY BOARD OF ELECTIONS AND REGISTRATION ("BOARD")**

WHEREAS, the Georgia General Assembly created the Board, having jurisdiction over the conduct of primaries and elections, and provided that with regard to the preparation for and the conduct and administration of primaries and elections, the Board shall succeed to and exercise all duties and powers granted to and incumbent upon the election superintendent pursuant to Title 21 of the Code of Georgia; and

WHEREAS, the City lies within Henry County; and

WHEREAS, the City is required to conduct municipal elections from time to time for the purposes of electing individuals to serve on the city council of said city, as Mayor of said city, special referenda, bond issues, or called special elections; and

WHEREAS, the Board is authorized to provide elections services to the City under O.C.G.A. § 21-2-40(b); and

WHEREAS, the City requests the services of the Board to conduct such municipal elections; and

WHEREAS, O.C.G.A. § 36-70-20 *et seq.*, provides that local governments should develop a service delivery system that is efficient and responsive to its citizens; and

WHEREAS, in consideration of the mutual benefits and consideration accruing to each of the parties hereto and for the use of and benefit of the citizens of the entire county, which benefits are hereby expressly acknowledged, the parties have determined that it is in the best interest of the citizens to enter an agreement for the following purposes; and

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

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

(a) The City is a municipal corporation as defined by statutory law and judicial interpretation that has validly adopted a resolution to authorize the entity to enter this

Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. §§ 50-14-1 *et seq.*; and

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

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

Section 2. Term of Agreement. The term of this Agreement shall commence on _____ and shall continue from year to year unless terminated as set out hereinafter.

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

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

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

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

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

Section 5. City's Obligations. The City shall adopt ordinances or resolutions to accomplish the following:

(a) Select the service(s) that the City desires from the Board and the County, as set forth in Section 4 above, for each election;

(b) Designate the location for all voting precinct(s); and

(c) Assist the Board and the County in providing security for each election.

Section 6. Scope of Services by Board. The Board shall provide any and all services required to conduct, manage, and supervise the November 2007 municipal election and each election thereafter, unless terminated as set forth herein, for the City in accordance with all applicable state and local laws, to include the following services:

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

(b) At the time or times set by the City, the Superintendent shall call for an election to be held in all applicable voting precincts set by the City;

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

(d) The date of such election shall be set as provided by law, the polls of each election precinct of the City shall be open at 7:00 a.m. and shall close at 7:00 p.m.;

(e) The election shall be held in accordance with the election laws of the State of Georgia and the City Charter;

(f) The Board shall count the votes of said election in the manner required by law;

(g) Publish the Notice of Election as required by law; and prior to the date of any election, appoint property Election Managers and Clerks to supervise and hold the municipal election.

Section 7. Compensation.

(a) The City shall pay the County all costs incurred in performing those functions which the municipality has requested the Board to perform, including but not limited to, any and all usual standard charges incurred by the County and the Board during a given election, for example, the cost of poll workers, the printing of ballots, and the publishing of legal notices.

(b) Within 90 days after the date of the election or any runoff election related thereto, whichever is last to occur, the County shall furnish the City with a complete statement showing all costs and expenses incurred from the election(s). The City shall remit all expenses

and charges in connection with the election to the County within 30 days after receipt of the invoice that provides said expenses and charges.

Section 8. Indemnity.

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

(b) All legal services and defense of litigation required by the Board or one acting on behalf of the Board arising from the municipal election held pursuant to this contract shall be furnished an attorney selected by the City. The City shall pay all costs and attorney fees incurred in the defense of any claims asserted against the Board or any person acting on its behalf;

(c) The City shall cause its attorney ("City Attorney") to be available to the Board to resolve any legal questions regarding the city elections; provided, however, that the failure of the City Attorney to respond to a request made hereunder within a reasonable time shall be deemed to be a refusal to furnish such services. The Board shall notify the City in writing of its determination that the City has failed to respond in a timely manner before incurring legal fees on its own behalf for which the City shall be responsible.

Section 9. Modification. The parties may modify this agreement in writing by having a modification signed by all parties and adopted by resolution pursuant to the Open Meetings Act, O.C.G.A. §§50-14-1 *et seq.*

Section 10. Entire Agreement. This intergovernmental contract is a full and complete statement of the agreement of the parties as to the subject matter hereof and has been authorized by proper action of the respective parties.

Section 11. Arbitration. The parties hereby agree to submit any controversy arising under this agreement to arbitration pursuant to the provisions of O.C.G.A. §9-9-1 *et seq.*, the Georgia Arbitration Code. Such arbitration shall in all respects be governed by the provisions of the arbitration code. The parties hereby agree to comply with and to be governed by the provisions of said arbitration code as to any controversy so submitted to arbitration. The arbitration decision shall be enforceable by a court of competent jurisdiction.

Section 12. Counterparts. This agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute the same instrument.

Section 13. Governing Law. This agreement and all transactions contemplated hereby shall be governed by, construed and enforced according to the laws of the State of Georgia.

Section 14. Severability. Should any provision of this agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this agreement or the application of such provision to any person or circumstances, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this agreement shall be valid and enforceable to the full extent permitted by law.

Section 15. Notices. All notices, demands or requests required or permitted to be given pursuant to this agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective upon being deposited in the United States Mail, postage prepaid, registered or certified with return receipt requested, to the addresses appearing on the executed page hereof or when delivered by hand to the addresses shown below or when transmitted to any telex number appearing below; provided, however, in those cases where a telex number is stated on the execution page for a particular party, notice to such party must be given by telex message to such number to be an effective notice hereunder.

SO AGREED, this 9th day of July, 2007.

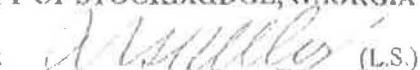
Attest:


Merle Manders, City Clerk

[SEAL]

CITY OF STOCKBRIDGE, GEORGIA

BY:


R. G. KELLEY, Mayor (L.S.)

Attest:

Shay Mathis, County Clerk

[SEAL]

HENRY COUNTY, GEORGIA

BY:

_____(L.S.)
JASON T. HARPER, Chairman
Henry County Board of Commissioners

Attest:

Janet Shellnutt, Director

[SEAL]

HENRY COUNTY BOARD OF
ELECTIONS AND REGISTRATION

BY:

_____(L.S.)
EDDIE CARDELL, Chairman



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: HENRY COUNTY

Service: ELECTRIC

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

- a.) Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- b.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Hampton**)
- 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>
Hampton	Fees, Assessments, Municipal General Fund

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

No change.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
N/A		

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

N/A

7. Person completing form: **Cheri Matthews, County Manager**

Phone number: **770-288-6000** Date completed:

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:

HAMPTON CITY MANAGER: (770) 946-4306



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: HENRY COUNTY

Service: EMERGENCY COMMUNICATIONS (911) AND DISPATCH

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.): **Henry 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>
Henry County	Fees, County General Fund

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

The Service name was changed from "Emergency Communications (911)" to include Dispatch Services. The County agrees to provide both emergency and non-emergency dispatch services to all local government public safety personnel including allowing the use of the County's radio frequencies and systems through which all aforementioned services may be provided.

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: **Cheri Matthews, County Manager**
 Phone number: **770-288-6000** Date completed:

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: HENRY COUNTY

Service: EMERGENCY MANAGEMENT AGENCY (EMA)

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.): **Henry 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>
Henry County	Fees, County General Fund, Grants

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

The Service name was changed from "Emergency Management."

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: **Cheri Matthews, County Manager**
 Phone number: **770-288-6000** Date completed:

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: HENRY COUNTY

Service: EMERGENCY MEDICAL SERVICES (EMS)

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.): **Henry 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>
Henry County	County General Fund

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

No Change.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
N/A		

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

N/A

7. Person completing form: **Cheri Matthews, County Manager**
 Phone number: **770-288-6000** Date completed:

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: HENRY COUNTY

Service: ENVIRONMENTAL HEALTH AND HEALTH 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.): **Henry 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>
Henry County	Countywide Revenues; SPLOST

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

Added SPLOST as a funding source.

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: **Cheri Matthews, County Manager**

Phone number: **770-288-6000** Date completed: _____

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: HENRY 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.):
- 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 McDonough; 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.

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
Henry County	General Fund; Fire Special Service Districts as described under Paragraph 6 of this Form; SPLOST
McDonough	Municipal General Fund, SPLOST, Grants, Fees

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

The City of McDonough shall provide the service within the corporate limits of McDonough, with automatic aid agreements between McDonough and Henry County for joint response.

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
Agreement of Automatic Aid	Henry County and City of McDonough	Renewable Annually

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?

To fund this service, within 30 days of verification by DCA of this SDS Agreement, Henry County shall create a special service district consisting of the unincorporated areas of the County and the incorporated areas of the Cities of Hampton, Locust Grove and Stockbridge with funding to be derived from grants, property taxes, insurance premium taxes, assessments, or user fees levied or imposed within the County special service district. The aforementioned Cities within the special service district shall collect and remit fire impact fees to the County. On or about July 1, 2021 and with the City of McDonough's consent, the County shall create a fire special service district within the corporate boundaries of the City of McDonough to fund the County's provision of automatic aid to the City of McDonough, its Fire Department, property owners and citizens ("McDonough Fire District"). For 2021, the McDonough Fire District ad valorem levy shall be the lesser of 0.497 mill or forty-five percent (45%) of the millage rate imposed by the County in the County's special service district for fire protection. For each year thereafter, the millage rate that may be levied in the McDonough Fire District shall not increase by more than 1.07% annually or forty-five percent (45%) of the millage rate imposed by the County in the County's special service district, whichever is less. For example, in 2022, the McDonough ad valorem levy shall be the lesser of 0.505 mill or forty-five percent (45%) of the millage rate imposed by the County in the County's special service district for fire protection.

WMC

SEN
and
Cheri
USA
PSH

7. Person completing form: **Cheri Matthews, County Manager**

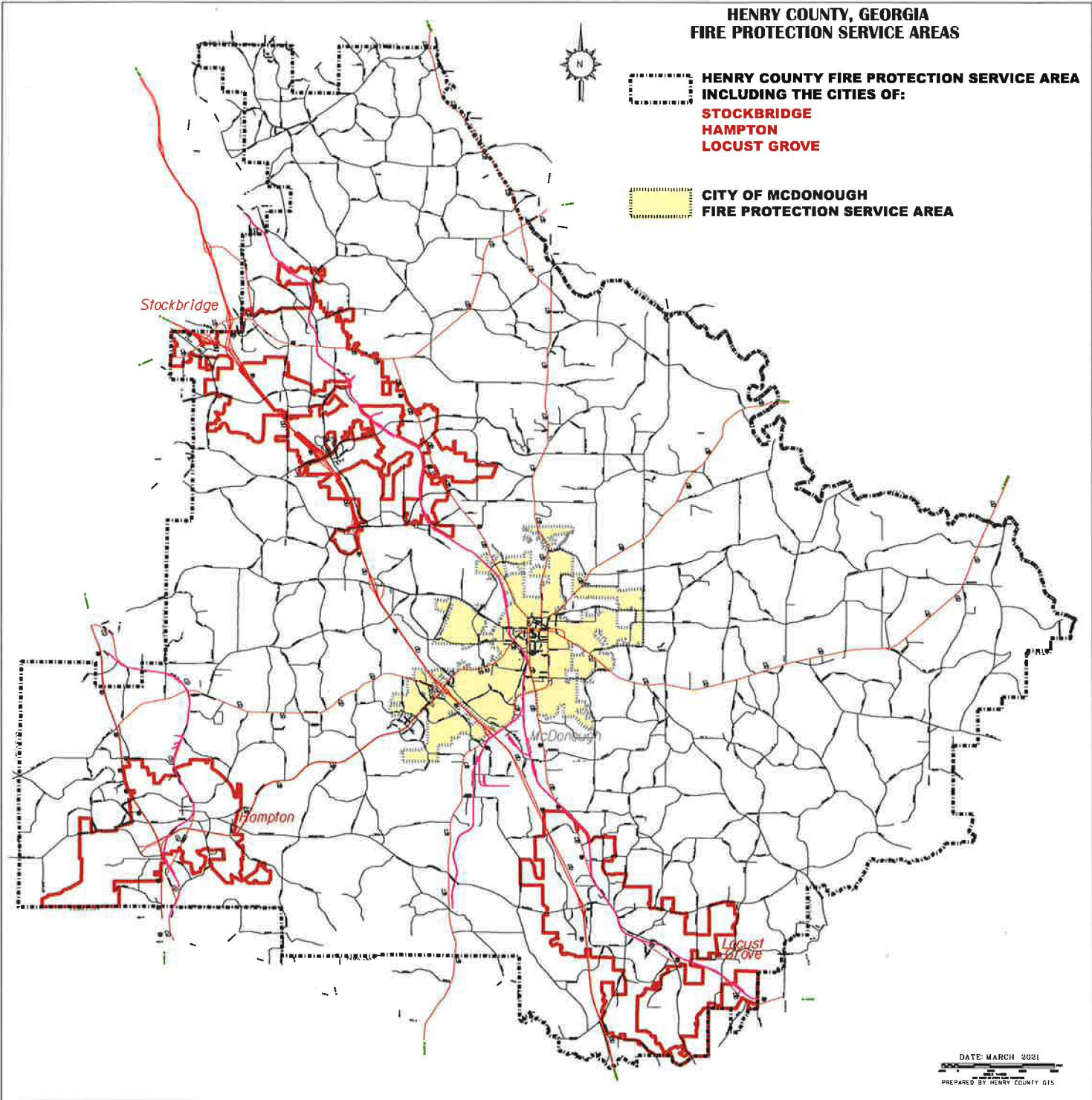
Phone number: **770-288-6000** Date completed:

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

**HENRY COUNTY, GEORGIA
FIRE PROTECTION SERVICE AREAS**

 **HENRY COUNTY FIRE PROTECTION SERVICE AREA
INCLUDING THE CITIES OF:
STOCKBRIDGE
HAMPTON
LOCUST GROVE**

 **CITY OF MCDONOUGH
FIRE PROTECTION SERVICE AREA**



AGREEMENT OF AUTOMATIC AID

HENRY COUNTY/CITY OF MCDONOUGH

THIS AGREEMENT is made and entered into this 31st day of December, 2020, by and between Henry County, a political subdivision of the State of Georgia acting by and through its duly elected Board of Commissioners (herein after referred to as “Henry”), and The City of McDonough, Georgia, organized and existing under the laws of the State of Georgia acting by and through its duly elected City officials (herein after referred to as “McDonough”);

W I T N E S S E T H:

WHEREAS, Henry and McDonough are contiguous; and

WHEREAS, Henry and McDonough each maintain and staff a fire department for the purpose of suppression, protection, prevention, rescue and emergency medical assistance; and

WHEREAS, Henry and McDonough have determined that it is to the mutual advantage and benefit of each of the parties hereto that they render supplemental fire suppression, protection, prevention, rescue and emergency medical assistance to the other party in the event of a fire or other local emergency, and to take part in joint training exercises as listed in *Addendum A*; and

WHEREAS, it is the desire of the signatories hereto to enter into this Agreement for automatic aid (first responder) pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section II, Paragraph 3 and the Official Code of Georgia Annotated §36-69 “Georgia Mutual Aid Act.”

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

ARTICLE 1 – AUTOMATIC AID FIRST RESPONSE

Paragraph 1.0 The parties shall establish a mutually beneficial response district as designated and agreed upon by the Henry County Fire Chief and the City of McDonough Fire Chief and attached and incorporated hereto as *Addendum B* and hereinafter referred to as “response district”. This response district may be changed to reflect additions or deletions of response areas with the approval of both parties.

Paragraph 1.1 In the event of any fire, rescue, disturbance, or other fire related local emergency occurring in the response district, Henry and McDonough shall furnish such fire suppression, protection, and rescue services as may be reasonably required to cope with such emergency, in addition to the first response assignment, subject to the limitations hereinafter set forth in this Agreement.

Paragraph 1.2 The level of automatic aid shall be extended to a level agreed upon by the Henry County Fire Chief and the City of McDonough Fire Chief and included herein as *Addendum B*.

ARTICLE 2 – SUPERVISION

Paragraph 2.0 Henry County shall dispatch a Chief Officer for applicable call types as listed in *Addendum C*. The Chief Officer shall coordinate the responded resources and shall report to the IC (Incident Commander) if Incident Command is already established.

ARTICLE 3 – LIABILITY

Paragraph 3.0 Every employee shall be deemed to be the employee and agent of their regular employer, and under no circumstances shall any employee be deemed to be an employee or agent of any entity other than their regular employer.

Paragraph 3.1 All damages or repairs to any equipment or apparatus shall be the responsibility of the owner jurisdiction.

ARTICLE 4 – CONSIDERATION

Paragraph 4.0 No party under this Agreement will be required to pay any compensation to the other party under this Agreement for services rendered pursuant to this Agreement.

Paragraph 4.1 It is expressly agreed that the mutual advantage and protection afforded by this Agreement is adequate consideration to both parties.

Paragraph 4.2 Each party pursuant to this Agreement shall comply with the workers compensation laws of the State of Georgia without any cost to the other party.

Paragraph 4.3 Each party shall pay the salaries, benefits, and all other compensation for its own personnel without cost to the other party.

ARTICLE 5 – RELEASE OF CLAIMS

Paragraph 5.0 Each of the parties agree to release the other party from any and all liabilities, claims, judgments, costs, or demands for damage to its own property whether directly arising or indirectly arising out of the use of any vehicle, equipment, or apparatus by the other party during the provision of service pursuant to this Agreement.

ARTICLE 6 – INJURIES TO PERSONNEL

Paragraph 6.0 Any damage or other compensation which is required to be paid to any fire employee by reason of any injury occurring while their services are being utilized pursuant to this Agreement shall be the sole liability and responsibility of the party regularly employing that person.

ARTICLE 7 – NO THIRD-PARTY BENEFICIARIES

Paragraph 7.0 This Agreement shall not be construed as, or deemed to be an agreement for the benefit of any third party to parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

ARTICLE 8 – TERM OF AGREEMENT

Paragraph 8.0 This Agreement shall commence upon its approval by the respective governing bodies of Henry County and the City of McDonough and shall continue until December 31, 2020. This Agreement shall stand automatically renewed by the parties on January 1, 2021 and each year thereafter on January 1st, until such time as written notice of termination or modification is received by either party at least thirty (30) days prior to the expiration of the first term or any term thereafter.

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

ARTICLE 9 – DISPATCHING OF ALARM – AUTOMATIC AID

Paragraph 9.0 The Henry County E911 will be the designated dispatch agency for Henry County and the City of McDonough.

ARTICLE 10 – FIRE SCENE COMMUNICATIONS

Paragraph 10.0 All fire scene communications will be conducted on the talk group designated by the Henry County E911 Dispatcher or the Incident Commander.

ARTICLE 11 – MOVE UP EQUIPMENT

Paragraph 11.0 In the event that a jurisdiction has dedicated a major amount of fire suppression or specialized equipment to an incident, the jurisdictions may provide aid to cover vacant areas by “moving up” unites of either agency to backfill zones.

ARTICLE 12 – ADMINISTRATION

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

ARTICLE 13 – ENTIRE AGREEMENT

Paragraph 13.0 This Agreement shall constitute the entire agreement between the parties and no modification thereof shall be binding unless evidenced by a subsequent signed written agreement.

Paragraph 13.1 This Agreement shall be the sole instrument for the provision of suppression, protection, rescue and emergency medical assistance automatic aid between the parties.

ARTICLE 14 – TERMINATION

Paragraph 14.0 Either party to this Agreement may terminate the Agreement by giving not less than thirty (30) days advance written notice to the other party.

ARTICLE 15 – SEVERABILITY OF TERMS

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

ARTICLE 16 – GOVERNING LAW

Paragraph 16.0 This Agreement shall be governed in all respects by the laws of the State of Georgia.

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

APPROVED AS TO FORM:

HENRY COUNTY, GEORGIA

County Attorney

Chair, Board of Commissioners

ATTEST:

County Clerk

County Manager

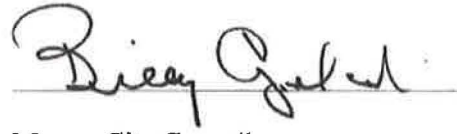
Fire Chief, Henry County Fire Dept.

APPROVED AS TO FORM:

McDonough, GEORGIA



City Attorney



Mayor, City Council

ATTEST:



City Clerk



City Administrator



Fire Chief, McDonough Fire Dept.

Addendum A – Joint Training

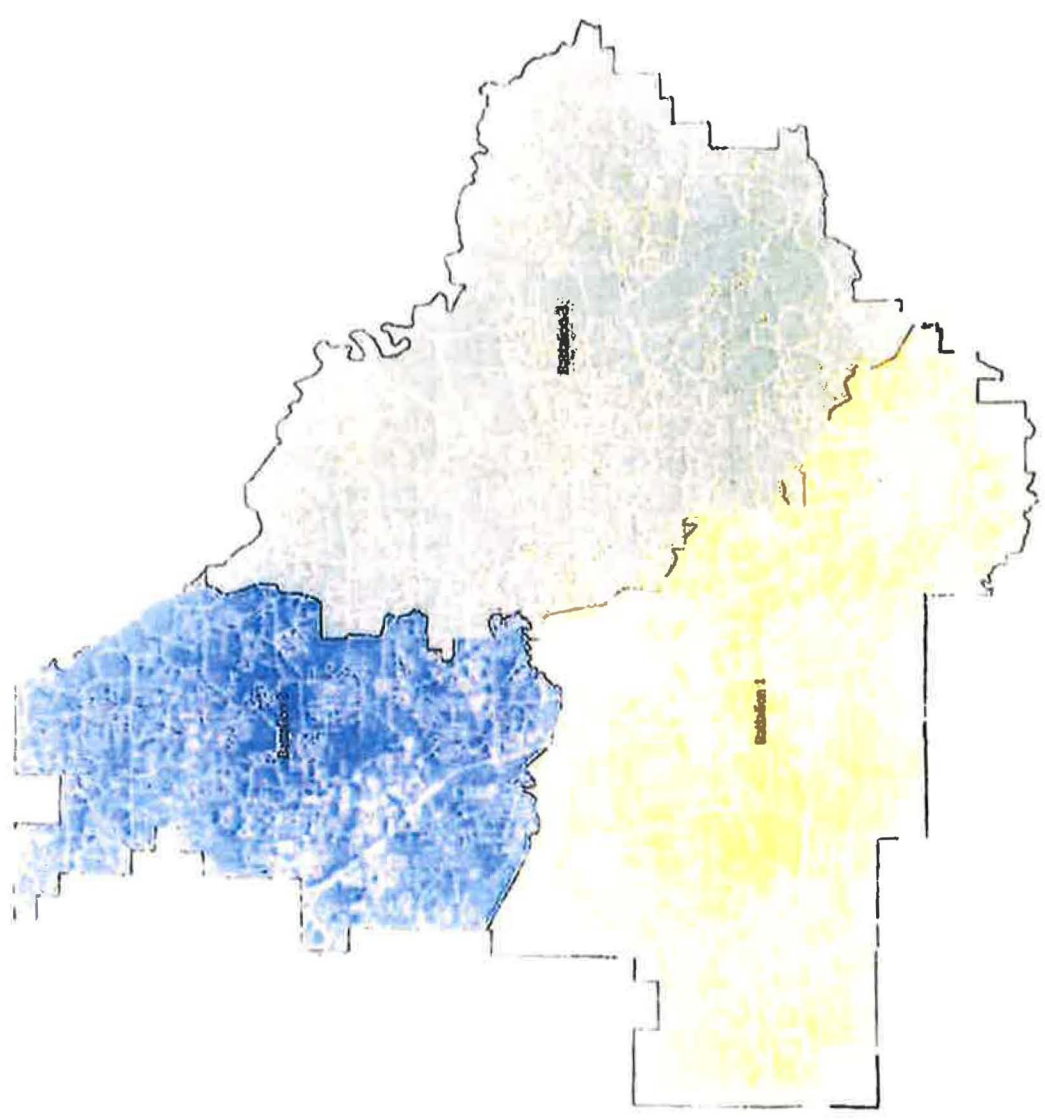
- Attend three yearly fire in-service drills
- Attend three yearly ems in-service drills

Addendum B – Response Districts

- See attachments

Addendum B - Response Districts

		Rescue		Engine				Engine		
										Rescue
1	A	1, 51, 15, 7, 8, 3, 15, 9, 12, 2, 13, 5, 16, 6	1, 15, 51, 8, 14, 5, 1, 7, 9, 12, 10, 2, 13, 10, 6	1	A	1, 15, 52, 51, 8, 3, 7, 9, 12, 10, 2, 5, 13, 11, 16, 4, 6	B	1, 51, 15, 52, 8, 3, 7, 14, 9, 12, 10, 2, 13, 5, 11, 16, 4, 6		
	B	1, 51, 7, 15, 8, 14, 3, 9, 12, 10, 2, 13, 5, 16, 6	1, 51, 12, 2, 14, 15, 10, 7, 5, 3, 8, 9, 13, 16, 6		C	1, 52, 51, 15, 16, 4, 3, 7, 9, 5, 12, 10, 2, 13, 11, 16, 4, 6				
2	C	1, 51, 12, 2, 14, 15, 10, 7, 5, 3, 8, 9, 13, 16, 6	1, 14, 2, 51, 15, 5, 8, 7, 12, 9, 3, 10, 13, 16, 6	D	1, 51, 52, 15, 8, 3, 14, 7, 12, 10, 9, 2, 13, 16, 5, 4, 11, 6	2	E	1, 52, 51, 2, 14, 15, 8, 5, 3, 12, 7, 10, 9, 13, 4, 16, 11, 6	F	1, 51, 52, 7, 12, 14, 10, 15, 8, 5, 3, 7, 9, 13, 4, 16, 11, 6
	D	2, 3, 12, 14, 51, 5, 10, 15, 3, 7, 8, 13, 9, 16, 6	2, 12, 14, 1, 10, 51, 5, 3, 7, 8, 13, 9, 16, 6	A	2, 1, 12, 14, 52, 51, 4, 5, 10, 15, 3, 7, 8, 13, 9, 10, 11, 6					
3	A	2, 14, 12, 1, 51, 5, 10, 15, 3, 7, 8, 13, 9, 16, 6	2, 14, 1, 12, 5, 51, 10, 15, 3, 7, 8, 13, 9, 16, 6	B	2, 12, 14, 1, 4, 52, 10, 51, 5, 15, 3, 7, 8, 13, 9, 16, 11, 6	3	C	2, 14, 12, 1, 52, 4, 51, 5, 10, 15, 3, 7, 8, 13, 9, 16, 11, 6	D	2, 14, 52, 1, 12, 5, 51, 4, 10, 15, 3, 7, 8, 13, 9, 16, 11, 6
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5	C	3, 51, 7, 1, 8, 9, 13, 15, 16, 6, 10, 12, 2, 14, 5	3, 8, 7, 51, 1, 9, 13, 13, 16, 8, 10, 12, 2, 16, 5	B	3, 2, 9, 11, 8, 16, 51, 13, 3, 6, 15, 10, 52, 12, 2, 14, 4, 5	5	C	3, 51, 7, 1, 8, 9, 11, 52, 13, 15, 16, 6, 10, 12, 2, 14, 4, 5	D	4, 8, 7, 51, 1, 9, 11, 52, 15, 13, 16, 6, 10, 12, 2, 14, 4, 5
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Appendix C - Battalion Districts

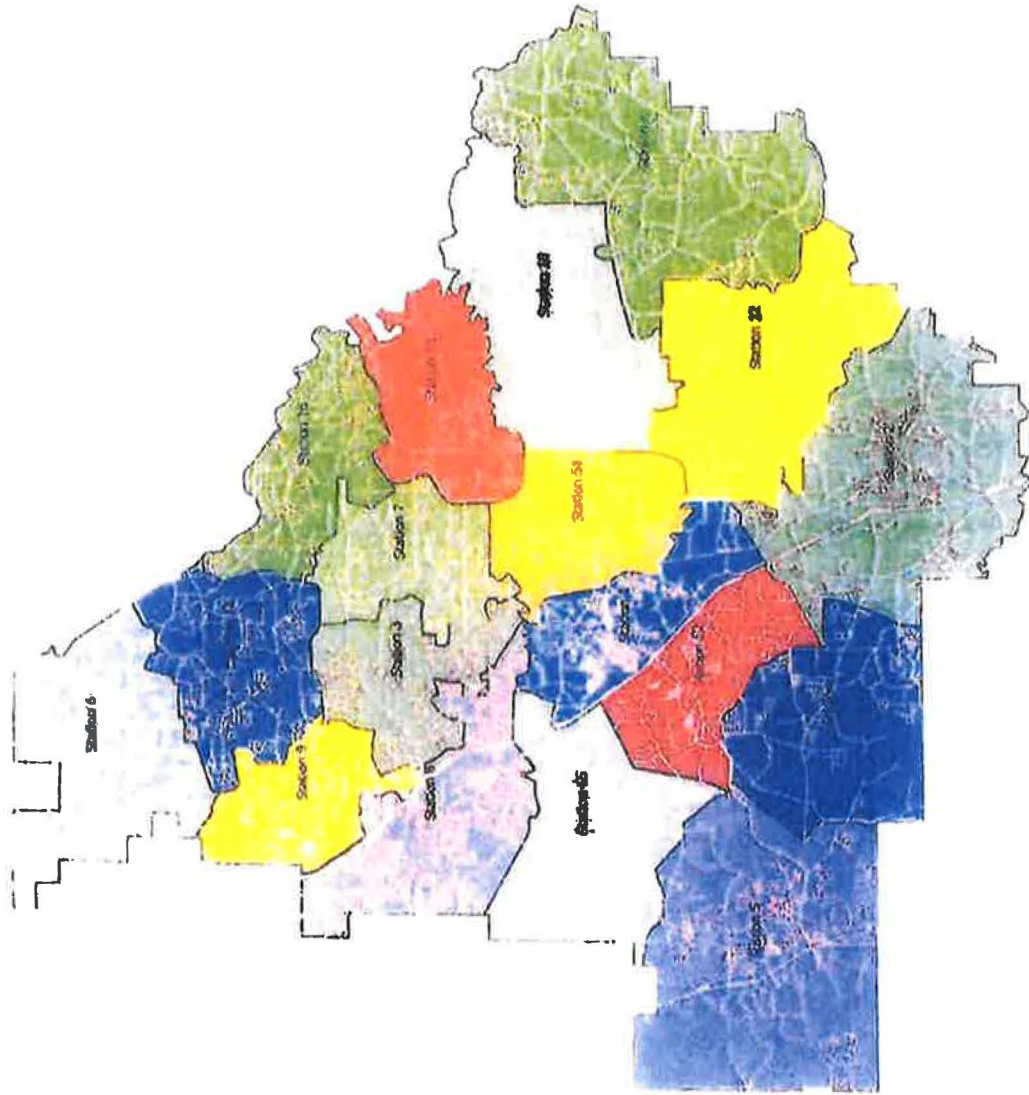
Road Centroid Updated

- Battalion Districts
- Battalion 1
- Battalion 2
- Battalion 3

Addendum C - Fire Districts

RoadCenterlinesUpdated

- FireDistricts [18]
- Station 1 [1]
- Station 10 [1]
- Station 11 [2]
- Station 12 [1]
- Station 13 [1]
- Station 14 [1]
- Station 15 [1]
- Station 16 [1]
- Station 2 [1]
- Station 3 [1]
- Station 4 [1]
- Station 5 [1]
- Station 51 [1]
- Station 52 [1]
- Station 6 [1]
- Station 7 [1]
- Station 8 [1]
- Station 9 [1]

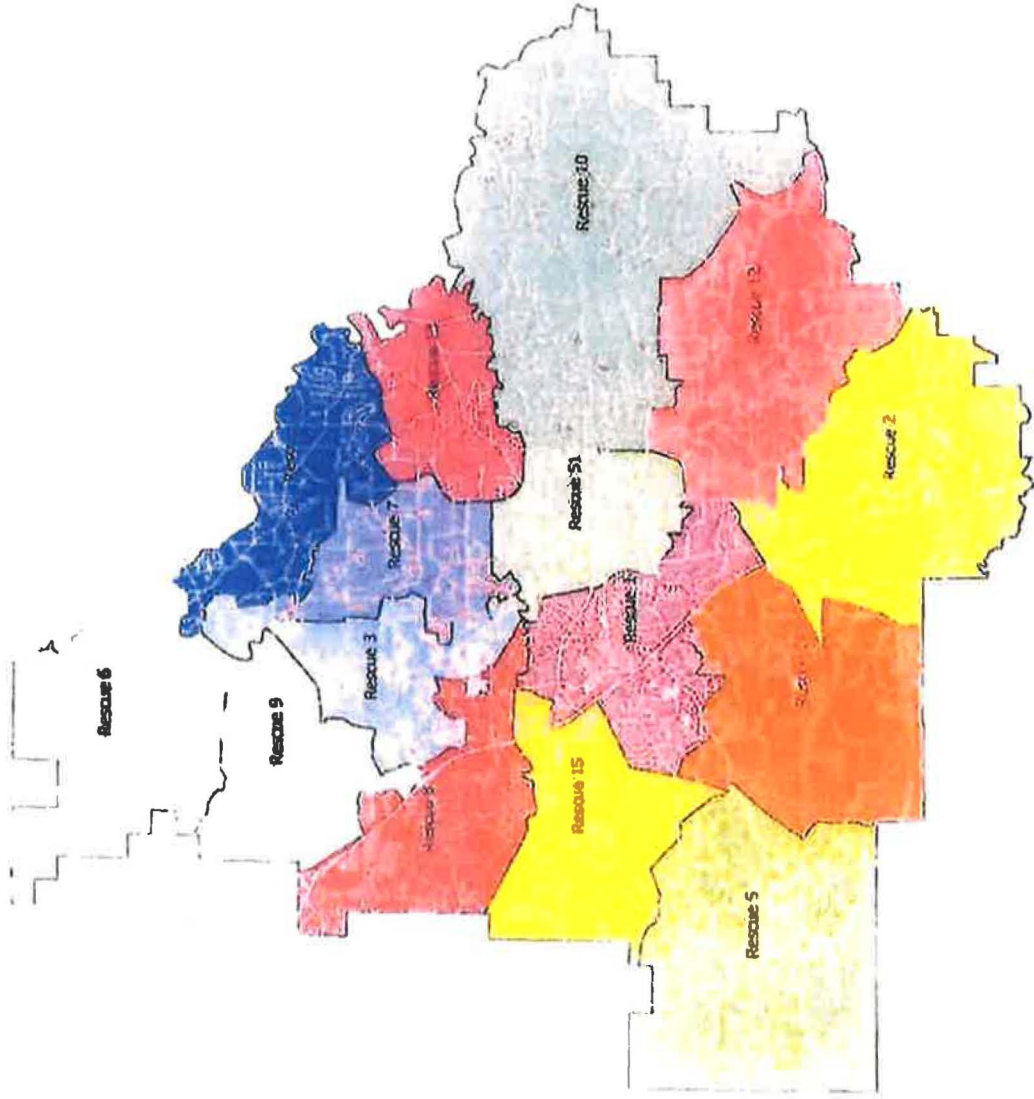


Addendum C - Rescue Districts

RoadCenterlinesUpdated

Rescue Districts

- Rescue 1
- Rescue 10
- Rescue 12
- Rescue 13
- Rescue 14
- Rescue 15
- Rescue 16
- Rescue 2
- Rescue 3
- Rescue 5
- Rescue 51
- Rescue 6
- Rescue 7
- Rescue 8
- Rescue 9



Appendix C - Ladder Districts

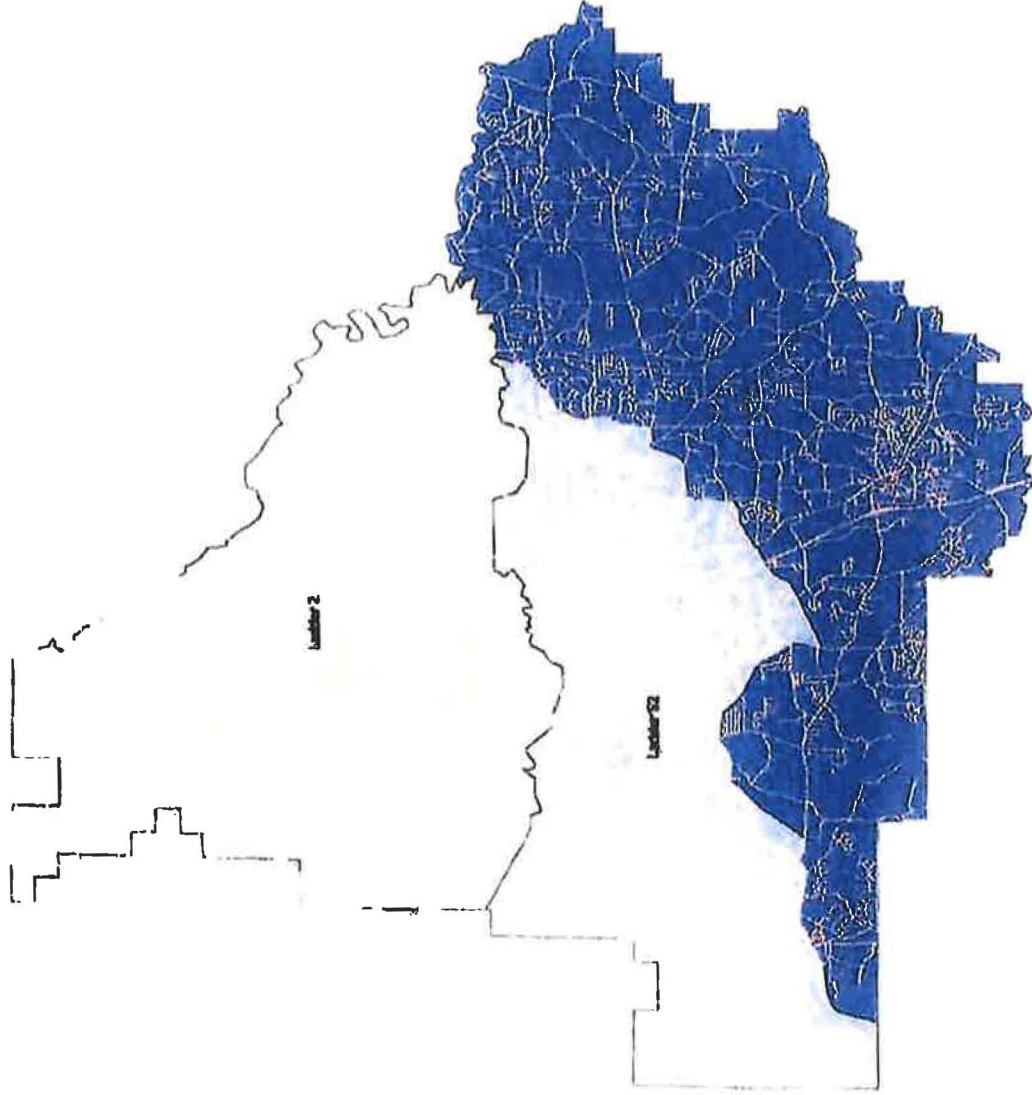
RoadCenterlinesUpdated

Fire_Ladder_Districts

Ladder 2

Ladder S2

Ladder 9



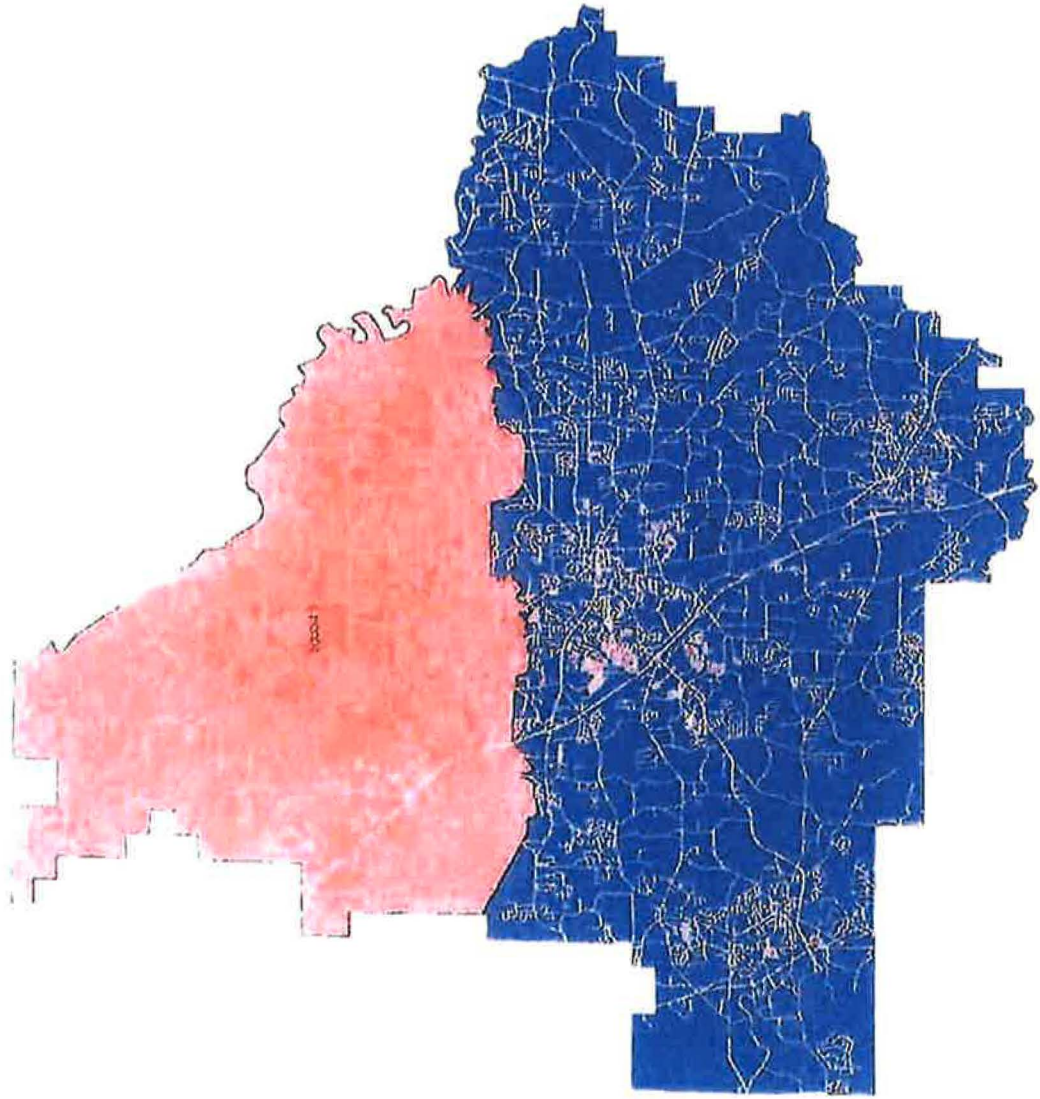
Addendum C - Squad Districts

RoadCenterlinesUpdated

Fire_Squad_Districts

Squad 1

Squad 3



Addendum C – Chief Officer Applicable Calls

- See attachments

Addendum C

Call Type	Call Status	Response Plan
Accident w/ Entrapment		1E+1R+1QRV+1SQ+1BC+1SC
Accident w/ Entrapment Delta	In Progress	1E+1R+1QRV+1SQ+1BC+1SC
Accident w/ Injuries		1R+1E+1BC
Accident w/ Injuries Delta	In Progress	1R+1E+1BC
Active Shooter		3E+1QRV+4R+1L+1SQ+1BC+1SC
Allergies Delta	In Progress	1R+1QRV+1BC
Allergies Echo	In Progress	1R+1QRV+1BC
Animal Bites Delta	In Progress	1R+1QRV+1BC
Apartment Fire	Non Working	2E+1SQ+1BC
Apartment Fire	Working	4E+2R+1L+1SQ+1BC+1SC
Assault Delta	In Progress	1R+1QRV+1BC
Bomb Call / Threat		1E+1BC
Breathing Echo	In Progress	1R+1QRV+1BC
Building Collapse Delta		3E+1R+1L+2SQ+1BC+1SC
Burns Charlie	In Progress	1R+1QRV+1BC
Burns Delta	In Progress	1R+1QRV+1BC
Burns Echo	In Progress	1R+1QRV+1BC
Bus Fire		2E+1R+1SQ+1L+1TANKER+1BC+1SC
Bus Fire on the Interstate		2E+1R+1SQ+1L+1TANKER+1BC+1SC
Carbon Delta	In Progress	1R+1QRV+1BC
Carbon Monoxide		1E+1BC
Cardiac Delta	In Progress	1R+1QRV+1BC
Cardiac Echo	In Progress	1R+1QRV+1BC
Cardiac or Respiratory Arrest		1R+1E+1BC
Choking Echo	In Progress	1R+1QRV+1BC
Commercial Fire	Non Working	2E+1SQ+1BC
Commercial Fire	Working	4E+2R+1L+1SQ+1BC+1SC
Dead		1R+1E+1BC
Drowning / Near Drowning		1E+1R+2SQ+1Dive Truck+1BC+1SC
Drowning Bravo	In Progress	1R+1E+1BC
Drowning Charlie	In Progress	1R+1E+1BC
Drowning Delta	In Progress	1R+1E+1BC
Drowning Echo	In Progress	1R+1E+1BC
Electrocution Delta	In Progress	1R+1QRV+1BC
Electrocution Echo	In Progress	1R+1QRV+1BC
Falls Delta	In Progress	1R+1QRV+1BC
Gas Leak Inside		1E+1SQ+1BC
Gas Leak Outside		1E+1BC
Gas Spill	Working	1E+1SQ+1BC

Call Type	Call Status	Response Plan
Hazmat Response	In Progress	1E+1R+2SQ+1BC+1SC+E1+E3+1L+1HMT
Hazmat Response		1E+2R+2SQ+1BC+1SC+E1+E3+1L+1HMT
House Fire	Non Working	2E+1SQ+1BC
House Fire	Working	3E+2R+1L+1SQ+1BC+1SC
Machinery Fire		1E+1BC
Mutual Aid		1QRV+1BC+1SC
Outbuilding Fire	Non Working	1E+1SQ+1BC
Outbuilding Fire	Working	2E+1SQ+1L+BC
Overdose Delta	In Progress	1R+1QRV+1BC
Person Trapped		1R+1E+1SQ+1BC
Person Trapped Bravo	In Progress	1R+1E+1SQ+1BC
Person Trapped Delta	In Progress	1E+1R+2SQ+1TR+1BC+1SC
Plane Crash		2E+2R+1SQ+1L+BC+1SC
Plane Fire		3E+2R+1L+1SQ+1BC+1SC
Stab/Gunshot Delta	In Progress	1R+1QRV+1BC
Suicide Attempt Bravo	In Progress	1R+1QRV+1BC
Suicide Attempt Delta	In Progress	1R+1QRV+1BC
Suspicious Package		1E+1BC
Tractor Trailer Fire		2E+1R+1SQ+1L+BC+1SC
Tractor Trailer Fire Interstate		2E+1R+1SQ+1L+1TANKER+1BC+1SC
Train Accident		2E+1R+1SQ+1L+BC+1SC
Train Derailment		2E+1R+1SQ+1L+BC+1SC
Train on Fire		2E+1R+1SQ+1L+BC+1SC
Traumatic Injuries Delta	In Progress	1R+1QRV+1BC
Tree on a House		1R+1E+1BC
Trench Entrapment		1E+1R+2SQ+1BC+1SC+E1+E3+1L+1HMT
Trench Entrapment	In Progress	1E+1R+2SQ+1BC+1SC+E1+E3+1L+1HMT
Trouble Unknown EMS		1R+1QRV+1BC
Unconscious Delta	In Progress	1R+1QRV+1BC
Unconscious Echo	In Progress	1R+1QRV+1BC
Unknown Fire		1E+1BC
Unknown Problem Delta	In Progress	1R+1QRV+1BC
Vehicle vs Bldg w/ Injuries		1E+1SQ+1BC
Vehicle vs Bldg w/ Injuries	In Progress	1R+1E+1SQ+1BC
Vehicle vs Building		1E+1BC
Water Rescue		1E+1R+2SQ+1Dive Truck+1BC+1SC
Water Rescue	In Progress	1E+1R+2SQ+1Dive Truck+1BC+1SC



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: HENRY COUNTY

Service: GIS AND MAPPING SERVICES

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

- a.) Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- b.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Henry County will provide this service within a single special service district consisting of the unincorporated areas of Henry County. Hampton, Locust Grove, McDonough, and Stockbridge provide this service within their respective incorporated areas.**
- 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>
Henry County	Special Service District as described under Paragraph 6 of this Form.
Hampton	Municipal General Fund
Locust Grove	Municipal General Fund
McDonough	Municipal General Fund
Stockbridge	Municipal General Fund

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

Hampton and McDonough now provide the service within their incorporated boundaries. Henry County will create a special service district.

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?

Within thirty days from the date this SDS Agreement is verified by DCA, Henry County shall create a special service district consisting of the unincorporated areas of the County with funding derived from grants, fees, taxes, and/or user fees levied in and collected from the special service district.

7. Person completing form: **Cheri Matthews, County Manager**
 Phone number: **770-288-6000** Date completed:

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: HENRY COUNTY

Service: HOUSING 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: **Hampton and McDonough are presently providing the service through their respective Housing Authorities. All cities have the right to establish a housing authority within their respective jurisdiction.**)
- 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>
Hampton	Fees, Assessments, Municipal General Fund, Grants, SPLOST
McDonough	Fees, Assessments, Municipal General Fund, Grants, SPLOST

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

Grants and SPLOST will be used for funding in addition to fees, assessments, and the municipal general fund.

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: **Cheri Matthews, County Manager**

Phone number: **770-288-6000** Date completed:

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:

HAMPTON CITY MANAGER: (770) 946-4306

MCDONOUGH CITY MANAGER: (770) 957-3915



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: HENRY COUNTY

Service: LIBRARY SERVICE

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

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

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

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

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
Henry County	County General Fund, SPLOST, Fees, Grants, Donations

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

The Funding Mechanism was clarified.

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: **Cheri Matthews, County Manager**
 Phone number: **770-288-6000** Date completed:

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: HENRY COUNTY

Service: **PARK CONSTRUCTION AND MAINTENANCE**

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

- a.) Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- b.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Henry County provides this service for county operated parks in accordance with this agreement. Hampton, Locust Grove, McDonough and Stockbridge may operate and manage their own parks.**
- 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
Henry County	County General Fund, Grants, Donations, SPLOST, User and Impact Fees per Box 6 of this form.
Locust Grove	Municipal General Fund
McDonough	Municipal General Fund
Stockbridge	Municipal General Fund
Hampton	Municipal General Fund

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

All governments modified the funding method to include grants, donations, SPLOST, user and impact fees as sources of funding.

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?

By ordinance or resolution, 50% of impact fees levied for parks and recreation shall be remitted to the County to assist with capital improvements on county operated parks located within each city remitting such fees. In general the operation, control and maintenance of the parks identified in Exhibit "A" attached hereto is the responsibility of the County. Where a particular City's regulations differ from the County regarding use of the parks for events, that City, however, reserves the right to approve and condition events, including but not limited to, the nature, hours, and sale of food and beverages associated with such events to be held in the parks within their respective jurisdictions as identified in Exhibit "A," attached hereto.

7. Person completing form: **Cheri Matthews, County Manager**
 Phone number: **770-288-6000** Date completed:

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:
HAMPTON CITY MANAGER: (770) 946-4306
LOCUST GROVE CITY MANAGER: (770) 957-5043
MCDONOUGH CITY MANAGER: (770) 957-3915
STOCKBRIDGE CITY MANAGER: (770) 389-7900

SEH
 WMC

Exhibit A

**Parks in Cities
Operated by Henry County**

Locust Grove

**Warren Holder Park (Baseball/Football/Tennis)
Tanger Park (Softball)
(Property owned by City; Parks Operated by County)**

Stockbridge

**Cochran Park
(Property owned by County; Park operated by County)**

Exhibit A

**Parks in Cities
Operated by Henry County**

Locust Grove

**Warren Holder Park (Baseball/Football /Tennis)
Tanger Park (Softball)**

~~Stockbridge~~

~~Clark Park~~

~~Cardner Park~~

~~Memorial Park~~

~~Unity Monument Park~~

*gsk
RSP*

Exhibit A
City of McDonough (Parks)



Alexander Park (County is responsible for maintenance of everything inside the Red Lines)





Avalon Park (County is responsible for maintenance of everything inside the Red Lines)



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY: HENRY COUNTY

Service: PLANNING AND ZONING

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

- a.) Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- b.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Henry County will provide this service within a special service district consisting of the unincorporated areas of Henry County. Hampton, Locust Grove, McDonough, and Stockbridge will provide this service within their respective incorporated areas.**
- 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>
Henry County	Special Service District, as described under Paragraph 6 of this form.
Hampton	Fees, Assessments, Municipal General Fund
Locust Grove	Fees, Assessments, Municipal General Fund
McDonough	Fees, Assessments, Municipal General Fund
Stockbridge	Fees, Assessments, Municipal General Fund

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

Henry County will create a special service district. All cities provide their own service.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
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?

Within thirty days from the date this SDS Agreement is verified by DCA, Henry County shall create a special service district consisting of the unincorporated areas of the County with funding derived from grants, fees, taxes, and/or user fees levied in and collected from the special service district.

7. Person completing form: **Cheri Matthews, County Manager**
 Phone number: **770-288-6000** Date completed:

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:
HAMPTON CITY MANAGER: (770) 946-4306
LOCUST GROVE CITY MANAGER: (770) 957-5043
MCDONOUGH CITY MANAGER: (770) 957-3915
STOCKBRIDGE CITY MANAGER: (770)389-7900



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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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: HENRY COUNTY

Service: POLICE

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.): **Henry County will provide this within a single Special Service District consisting of the unincorporated areas of Henry County, Georgia and the municipal boundaries of the City of Stockbridge, Georgia. The Cities of Hampton, Locust Grove, and McDonough provide this service within their respective incorporated areas.**

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
Henry County	Special Service District With Stockbridge, per Paragraph 6 of this form.
Hampton	Fees, Grants, General Funds, SPLOST
Locust Grove	Fees, Grants, General Funds, SPLOST
McDonough	Fees, Grants, General Funds, SPLOST

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

By entering into this SDS agreement, the County and Cities of Hampton, Locust Grove, and McDonough hereby agree to provide mutual aid to each other pursuant to and with all rights, responsibilities and privileges afforded under "The Georgia Mutual Aid Act," O.C.G.A. § 36-69-1, et seq., as amended; provided however, notwithstanding O.C.G.A. § 36-69-5, no party hereto shall seek or require any compensation whatsoever from any other party which provides mutual aid. The City of Stockbridge, likewise, consents to and agrees that the other Cities of Henry County may provide mutual aid within its corporate boundaries in accordance with "The Georgia Mutual Aid Act," O.C.G.A. § 36-69-1, et seq., as amended; provided however, notwithstanding O.C.G.A. § 36-69-5, Stockbridge shall not seek nor require any compensation whatsoever from any such city which provides mutual aid.

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 (see box 4 above)	Henry County, Hampton, Locust Grove, McDonough,	Term of ten years from the effective date of the Agreement.
Intergovernmental Agreement to Provide Police Services With a Service District	Henry County, Stockbridge	See Attached IGA.

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?

Within thirty days from the date this SDS Agreement is verified by DCA, Henry County shall create a special service district consisting of the unincorporated areas of the County and the incorporated area of Stockbridge with funding derived from grants, fees, taxes, and/or user fees levied in and collected from the special service district.

7. Person completing form: **Cheri Matthews, County Manager**
 Phone number: **770-288-6000** Date completed:

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:

- HAMPTON CITY MANAGER: (770) 946-4306**
- LOCUST GROVE CITY MANAGER: (770) 957-5043**
- MCDONOUGH CITY MANAGER: (770) 957-3915**
- STOCKBRIDGE CITY MANAGER: (770)389-7900**

**HENRY COUNTY, GEORGIA
POLICE PROTECTION SERVICE AREAS**

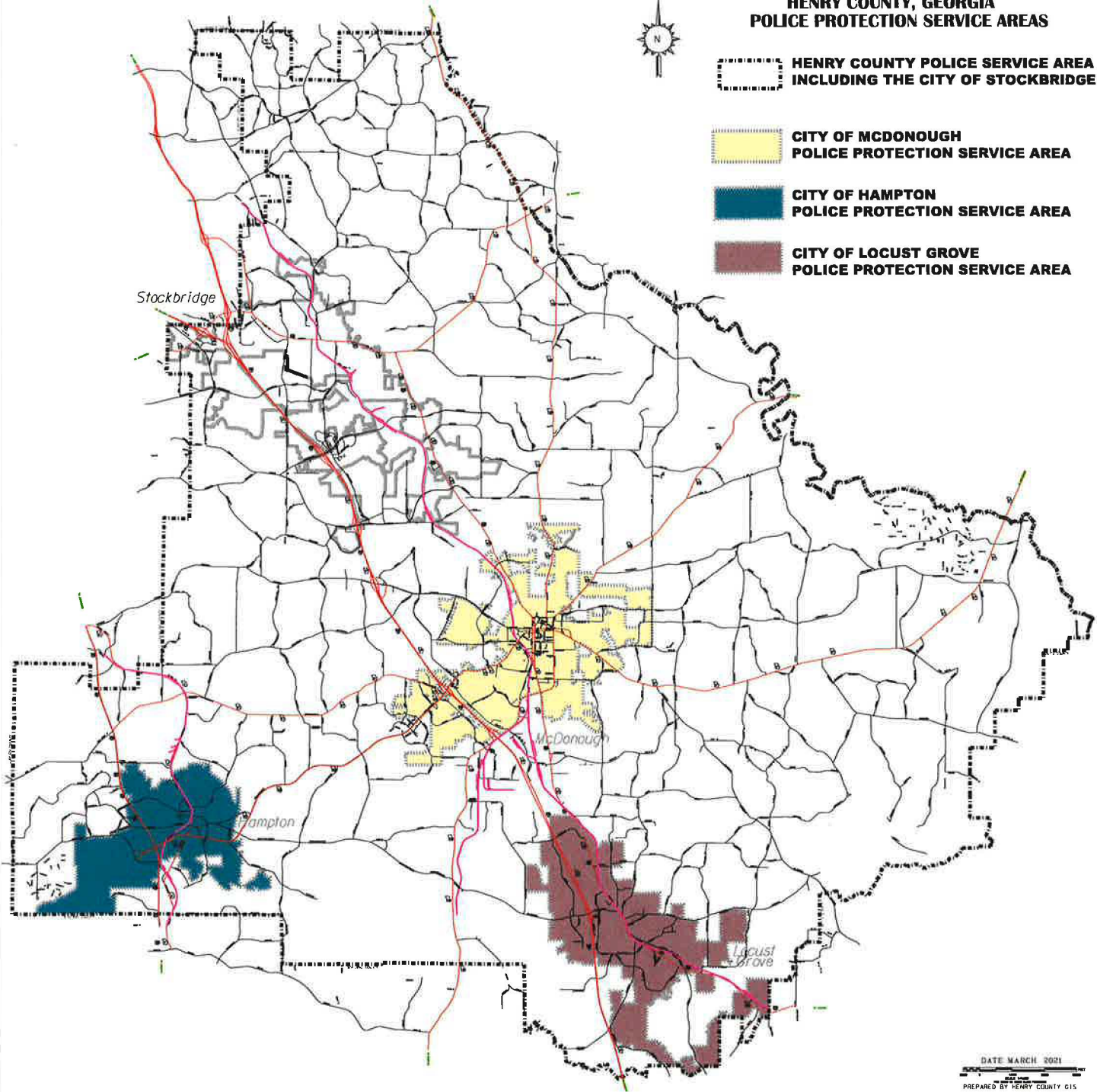


 **HENRY COUNTY POLICE SERVICE AREA
INCLUDING THE CITY OF STOCKBRIDGE**

 **CITY OF MCDONOUGH
POLICE PROTECTION SERVICE AREA**

 **CITY OF HAMPTON
POLICE PROTECTION SERVICE AREA**

 **CITY OF LOCUST GROVE
POLICE PROTECTION SERVICE AREA**



STATE OF GEORGIA

COUNTY OF HENRY

INTERGOVERNMENTAL AGREEMENT TO PROVIDE POLICE SERVICES

WITHIN A POLICE SERVICE DISTRICT

THIS AGREEMENT is made and entered into this 31st day of December, 2020 by and between **HENRY COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter referred to as "COUNTY"); the **CITY OF STOCKBRIDGE**, a municipal corporation chartered by the State of Georgia (hereinafter referred to as "STOCKBRIDGE")

WITNESSETH:

WHEREAS, pursuant to Article 9, Section 3, Paragraph 1 of the Constitution of Georgia of 1983, the City and the County are authorized to contract with one another for a period not exceeding fifty (50) years for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided that such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the Constitution of the State of Georgia of 1983, Article 9, Section 2, Paragraph 3(a)(2) provides that any county, municipality, or any combination thereof may provide police services; and

WHEREAS, the Georgia Constitution of 1983, Article 9, Section 2, Paragraph 3(b)(1) prohibits, except as otherwise provided by law, cities or counties from exercising governmental authority within each other's boundaries except by contract; and

WHEREAS, the County and City herein named have created a Police Service District by joint resolution, which shall have an effective date of December 31 2020 and

WHEREAS, the County and City desire to enter into an Intergovernmental Agreement which shall define the police services to be provided by the County within this Police Service District; and

WHEREAS, the County and City have duly authorized the execution of this Intergovernmental Agreement through appropriate Resolutions adopted by their respective governing bodies;

NOW, THEREFORE, in consideration of the mutual obligations recited below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises contained herein, the County and the City do agree and consent to the following:

ARTICLE I

PURPOSE, TERM AND RENEWAL

1. The purpose of this Agreement is to define the nature and scope of police services to be provided by the County within the Police Service District and to provide for the manner of payment for such services.
2. The Police Service District shall consist of the entire unincorporated area of the County and the incorporated area of Stockbridge located within Henry County.
3. The term of this Agreement shall commence on *December 31*, 2020 and continue for a period of ten (10) years.
4. After the original term of this Agreement, said Agreement shall automatically renew for three (3) years unless prior to the expiration of the original term or any extension thereof, written notice is given by one party to this Agreement to the other parties thereto at least one hundred twenty (120) days prior to the expiration of the original term or any extension thereof.

ARTICLE II

POLICE SERVICES PROVIDED WITHIN POLICE SERVICE DISTRICT

5. The County shall uniformly provide police services at a uniform and nondiscriminatory level of service throughout the Police Service District.
6. The County reserves the right to modify its services based upon its determination of public necessity, statutory or regulatory requirements, or business or financial necessity; but any such modification shall affect the Police District in a uniform nondiscriminatory manner.
7. The County shall provide to the residents and businesses of Stockbridge the same police services it provides to the residents and businesses of the unincorporated area of Henry County.
8. The City may elect to opt into or out of the Police Service District during the continuation of the Police Service District upon giving notice in writing to the County of such election. To exercise such option, a City shall adopt a resolution which requests that the County discontinue or commence the provision of police services within the City. To allow for planning and budgeting, as well as adequate transition time, such approved resolution must be delivered to the County at least twelve months prior to the City's exit from of the Police Service District. Any such election shall not affect the continuing existence of the Police Service District.
9. The Police Service District costs shall include the costs associated with the Henry County's provision of the services outlined in Section 5 above.
10. The County shall levy a uniform millage rate within the Police Service District and assess all properties in a uniform manner within the Police Service District.
11. In partial consideration for this Agreement, the City will provide to the County the building located at 4545 North Henry Blvd., Stockbridge, Georgia as the location for the County's

police precinct an annual rental rate of \$1.00 for the duration of this Agreement. The County will maintain the precinct in this location for the duration of this Agreement.

12. Police Services within the Police Service District including the construction and maintenance of facilities and the acquisition and maintenance of equipment shall be funded through unincorporated area revenues generated by insurance premium taxes, occupation taxes, business license fees, alcohol beverage excise taxes and license fees, franchise fees, and fines, forfeitures, and fees of the State Court and Clerk's office, other related feed and revenue, assessments, and property taxes collected solely within the Police District.

13. The County shall establish a Police Service District Fund in order to properly segregate the financial matters and records of the Police Service District. Costs and revenues attributable to the Police Service District shall be accounted for in the Police Service District Fund.

ARTICLE III

AUDITS

14. The Police Service District shall be reviewed each year by the County's independent, external auditors to ensure that revenues are receipted and expenditures recorded in accordance with the Service Delivery Strategy Agreement agreed upon by the parties. Said auditors shall provide annually a certified statement to all parties as to whether the County and all affected Cities are financially in compliance with this Agreement. If the County or the affected Cities are not in compliance, said auditors shall specify annually the areas of non-compliance and recommend steps needed to achieve compliance. The results of the external auditor's review completed pursuant to this Paragraph shall be distributed annually to the County and the City within one hundred eighty (180) days of the close of the County's fiscal year. The cost of the external auditor's review shall be allocated to the Police Service District. The County shall allow

the City at its expense to contract with an independent, external auditor to perform its own audit of the County's books to verify compliance with the Service Delivery Strategy Agreement.

ARTICLE IV

DEFAULT AND DISPUTE RESOLUTION

15. If an event of default occurs, the non-defaulting party shall notify the other in writing, specify the basis for the default, and advise the other that the default must be within a thirty (30) day period. The non-defaulting party may grant additional time to cure the default, as it deems appropriate, without waiver of any of its rights, so long as the defaulting party has commenced curing the default and is effectuating a cure with diligence and continuity during the thirty (30) day period, or any longer period prescribed or agreed upon. If the default is not cured within such time, then the parties shall participate in mediation to attempt to resolve the matter, said mediation to be supervised by a Senior Judge with substantial experience involving local government law.

ARTICLE V

AMENDMENTS

16. This Agreement may be modified at any time by mutual written consent of the County the City, as approved by the parties' governing authorities.

ARTICLE VI
ASSIGNABILITY

17. No party shall assign any obligation or benefit of this Agreement without the written authorization of the governing authorities of all parties hereto.

ARTICLE VII
ENTIRE AGREEMENT, SEVERABILITY

18. The Parties acknowledge that the terms of this Agreement constitute the entire understanding and agreement of the Parties regarding the subject matter, rights and remedies of this Agreement.

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

20. The provisions of this Agreement and any subsequent amendment thereto shall survive any revisions of the Parties' Service Delivery Strategy Agreement and the provisions of the Service Delivery Strategy Act.

ARTICLE VIII

NOTICES

21. All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally or sent by registered or certified United States mail, postage prepaid as follows:

- a. If to the City of Stockbridge:

City Manager
City of Stockbridge
4640 North Henry Boulevard
Stockbridge, GA 30281

- b. If to Henry County:

County Administrator
Henry County
140 Henry Parkway
McDonough, GA 30253

Any party may at any time change the address where notices are to be sent or the person to whom such notices should be directed by the delivery or mailing to the above persons of a notice stating the change.

IN WITNESS WHEREOF, the Parties hereto acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

[SIGNATURE PAGE FOLLOWS]

ATTEST:

BY:

Vanessa Holiday
Vanessa Holiday, Clerk

THE CITY OF STOCKBRIDGE

BY:

Anthony S. Ford (SEAL)
Anthony S. Ford, Mayor

DATE:

12/31/2020

APPROVED AS TO FORM:

BY:

Michael Williams
Michael Williams, City Attorney

ATTEST:


HENRY COUNTY, GEORGIA

BY: 
Stephanie Braun, Clerk

BY:  (SEAL)
June Wood, Chair

DATE: 12/31/20

APPROVED AS TO FORM:

BY: 
Patrick Jaugstetter, 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: HENRY COUNTY

Service: PURCHASE OF FLEET VEHICLES, EQUIPMENT,
PETROLEUM, AND SUPPLIES, ETC.

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.): **Henry County, Hampton, Locust Grove, McDonough and Stockbridge**
- 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
Henry County	County General Fund
Hampton	Municipal General Fund
Locust Grove	Municipal General Fund
McDonough	Municipal General Fund
Stockbridge	Municipal General Fund

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

No Change.

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

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: **Cheri Matthews, County Manager**

Phone number: **770-288-6000** Date completed:

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:

- HAMPTON CITY MANAGER: (770) 946-4306**
- LOCUST GROVE CITY MANAGER: (770) 957-5043**
- MCDONOUGH CITY MANAGER: (770) 957-3915**
- STOCKBRIDGE CITY MANAGER: (770)389-7900**



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: HENRY COUNTY

Service: ROAD/STREET CONSTRUCTION, IMPROVEMENTS AND MAINTENANCE AND TRANSPORTATION PLANNING

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

- a.) Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- 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.): **Henry County will provide this service within the unincorporated area in accordance with an Intergovernmental Agreement referenced herein. In accordance with the Intergovernmental Agreement referenced herein, Hampton, Locust Grove, McDonough, and Stockbridge provide this service within their respective incorporated areas, as those municipal boundaries may change during the term of the agreement.**
- 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>
Henry County	Revenues stated in IGA, as described under Paragraph 5
Hampton	Revenues stated in IGA, as described under Paragraph 5
Locust Grove	Revenues stated in IGA, as described under Paragraph 5
McDonough	Revenues stated in IGA, as described under Paragraph 5
Stockbridge	Revenues stated in IGA, as described under Paragraph 5

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

Updated Intergovernmental Agreement, which calls for the formation of an unincorporated area special service district to fund the Maintenance and Capital Improvements for County Roads.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Intergovernmental Agreement for the Funding of Roads and Streets	Henry County, Hampton, Locust Grove, McDonough, and Stockbridge	Term of ten years from the effective date of the 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?

N/A

7. Person completing form: **Cheri Matthews, County Manager**

Phone number: **770-288-6000** Date completed:

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:

HAMPTON CITY MANAGER: (770) 946-4306

LOCUST GROVE CITY MANAGER: (770) 957-5043

MCDONOUGH CITY MANAGER: (770) 957-3915

STOCKBRIDGE CITY MANAGER: (770) 389-7900

**INTERGOVERNMENTAL AGREEMENT FOR THE FUNDING OF
ROADS AND STREETS**

This Service Delivery Intergovernmental Agreement (hereinafter the "Agreement") is entered into this 31 day of December 2020, by and among the City of Hampton ("Hampton"), the City of Locust Grove ("Locust Grove"), the City of McDonough ("McDonough"), and the City of Stockbridge ("Stockbridge"), which are municipal subdivisions acting by and through their Mayors and Councils (hereinafter "Cities"), and Henry County (the "County"), a political subdivision acting by and through its Board of Commissioners. The Cities and the County shall be collectively referred to as the "Parties."

WHEREAS, the Service Delivery Strategy Act, O.C.G.A. § 36-70-20, et. seq. (hereinafter the "Act"), mandates that the County and all municipalities located therein shall participate in the development of a Service Delivery Strategy through which the Parties shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens within the County;

WHEREAS, the Georgia Constitution provides that cities and counties may contract with one another for "for the provision of services, or for the joint or separate use of facilities or equipment [so long as]... such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide." (Ga. Const., Art. 9, Section 2, Para. 1);

WHEREAS, the Georgia Constitution also anticipates that cities and counties will, when beneficial and in the best interests of the citizens and residents of the jurisdiction, enter into intergovernmental agreements to optimize the delivery of services that are either jointly or individually provided (Ga. Const., Art. 9, Section 2, Para. 3);

WHEREAS, O.C.G.A. § 36-70-3 authorizes governing bodies of municipalities and counties to enter into contracts amongst themselves and with other public and private entities to assist such municipalities and counties in developing, establishing, and implementing service delivery plans;

WHEREAS, the Act places an emphasis on city and county governments working together to "minimize inefficiencies resulting from duplication of services and competition between local governments and to provide a mechanism to resolve disputes over local government service delivery, funding equity, and land use. The local government service delivery process should result in the minimization of noncompatible municipal and county land use plans and in a simple, concise agreement describing which local governments will provide which service in specified areas within a county and how provision of such services will be funded...;"

WHEREAS, the Parties—by duly approving this Agreement and spreading same upon the minutes of each respective entity—do hereby declare that it is in the best interests of the citizens in each of their respective jurisdictions that the maintenance and operation of roads and streets be provided and funded as set forth in this Agreement.

NOW, THEREFORE, and based upon the preamble above as well as the exchange of good and adequate consideration, the receipt and exchange of which are acknowledged by the signatures below, do hereby agree to the following:

ARTICLE I—DEFINITIONS

The following terms shall be defined as follows, including:

- A. "County roads" are those public roads and bridges within Henry County, excluding the State Highway System, as defined under O.C.G.A. § 32-4-1, and excluding Municipal Streets, as defined below, as of the effective date of this Agreement. Except as provided by O.C.G.A. § 36-36-7(c), the County agrees that it will not amend the Henry County General Highway Map or associated written records of county roads, as last amended in 2019, to change a County road to a Municipal street or a Municipal street to a County road, without the consent of the affected City.
- B. "Municipal streets" are those public roads and bridges where both sides of the road are within the corporate limits of that municipality and which are not a County Road, as defined above, or a State Highway, as defined under O.C.G.A. § 32-4-1, as of the effective date of this Agreement.
- C. "Maintenance" or "maintain" is defined as maintaining and repairing roads, streets, and bridges, including all appurtenances thereto, in sound, safe, functional and operational order for the public use (including, but not limited to, laying gravel, filling pot holes, resurfacing, repairing existing signals and signage) as well as all costs incurred in performing maintenance including, but not limited to, the administrative costs associated therewith, but exclusive of capital improvements. This term also includes paying for the servicing, synchronizing, and electrical costs associated with traffic signals on the designated streets, provided the signal is located at either terminus or between the termini of the designated streets.
- D. "Capital Improvements" are defined as new road or bridge construction, new signalization, and paving of existing dirt/gravel roads, together with the administrative costs associated thereof.

ARTICLE II—PROVISION AND FUNDING

- A. The County shall be responsible for the Maintenance and Capital Improvements to County Roads. In 2021, Maintenance and Capital Improvements for County Roads shall be funded with the County's share of transportation special purpose local option sales tax ("T-SPLOST") revenues, special purpose local option sales tax ("SPLOST") revenues, state and federal revenues, donations, grant funds, or ad valorem taxes. Beginning in 2022, the County shall fund Maintenance and Capital Improvements for County Roads through a transportation or roadways special service district consisting of the unincorporated area of Henry County. By July 1, 2021, the County shall adopt a resolution or ordinance creating said unincorporated area special service district with funding derived from the County's

share of revenues from T-SPLOST, SPLOST, state and federal funds, grant funds, donations and revenues derived from property taxes, insurance premium taxes, assessments, or user fees levied in and collected from the special service district.

- B. Each City shall be responsible for the Maintenance and Capital Improvements to its respective Municipal Streets. Each City shall fund the Maintenance of and Capital Improvements to streets or roads within each City's municipal boundaries with its respective share of revenues from T-SPLOST, SPLOST, state and federal funds, grant funds, donations, ad valorem taxes, establishment of a special service district, or its respective Distribution (discussed below) or general fund.
- C. In order to resolve a taxation inequity before the implementation of the special service district contemplated above and in exchange for the Cities' assistance with maintaining County Roads within the Cities, the County agrees to make an annual payment in 2021 to each City in accordance with the table that follows (such payment is referred to as a "Distribution"). The County's Distribution to the Cities shall come from only one or a combination of the following revenue sources: (1) county-wide levied ad valorem taxes, (2) grants, state or federal funds, (3) donations, (4) County's share of T-SPLOST or SPLOST.

The Distribution to each City in 2021 is calculated below. Distributions are based on multiplying each jurisdiction's percentage of road mileage last reported to the State Department of Transportation for LMIG funding (shown below) to \$5,131,044:

	Road Miles	% of Road Miles	Distribution
Unincorporated HC	1249	80.99	\$4,155,632.54
Hampton	41	2.66	\$136,485.77
Locust Grove	51.4	3.33	\$170,863.77
McDonough	99.6	6.46	\$331,465.44
Stockbridge	101.2	6.56	\$331,465.47
Total for All	1,542.2	100.00	\$5,131,044.00

No later than June 30, 2021, the County shall pay to each City its Distribution as stated in the table above. Each City may use its Distribution for Maintenance of or Capital Improvements to streets or roads as it deems necessary and appropriate.

- D. ~~The County agrees to authorize the County Department of Transportation to provide technical and engineering assistance to Cities without charge.~~ The County and Cities agree

SEH
Alan Powell
J. J. J.
M.S.
LSP
WTRC

to use their best efforts to coordinate road Maintenance and Capital Improvement projects as they may impact County Roads that run into or through the City to maximize the use of taxpayers' dollars. To that end, the Parties agree to have their respective Directors of Public Works meet annually with the first meeting being held between the first day of January and the first day of March to discuss road and street maintenance and capital improvements for the calendar year with the purpose and intent to coordinate efforts and look for cost savings measures among the Parties.

- E. Planned/Future T-SPLOST. The Cities and the County agree to work together on a potential Transportation Special Purpose Local Option Sales Tax (T-SPLOST) to secure the full amount of funding as provided in O.C.G.A. § 48-8-260 et. seq.

ARTICLE III—DURATION OF AGREEMENT

- A. This Agreement shall have a term of ten (10) years and shall become binding, enforceable and effective on the date set forth below. In addition to its natural expiration, this Agreement shall terminate upon notification by DCA that the Service Delivery Strategy which includes this Agreement is due for review.
- B. In the event this Agreement expires or is terminated, any party may seek to review and revise this Agreement and the Service Delivery Strategy of which this Agreement is a part by providing formal notice to the other Parties of such intent. In the event an agreement cannot be reached within thirty (30) days of such notice, the Parties must thereafter submit the dispute to mediation within the following thirty (30) days. If a dispute remains following mediation, any party may file the appropriate petition under O.C.G.A. § 36-70-25.1(d) regardless of whether DCA has imposed or provided notice of the imposition of sanctions pursuant to O.C.G.A. § 36-70-27. This paragraph shall survive expiration or termination of this Agreement.

ARTICLE IV—MISCELLANEOUS

- A. *Severability*. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement or any other form or agreement associated with the Service Delivery Strategy for Greene County, which shall remain in full force and effect.
- B. *Merger Clause*. All previous oral representations and agreements concerning all matters set forth in this Agreement have been incorporated herein, and the terms and conditions of this Agreement shall supersede any previous oral agreements between the parties.
- C. *Applicable Law*. The laws of the State of Georgia shall govern the validity, interpretation, performance and enforcement of this Agreement and any dispute involving this Agreement without regard to conflicts of laws principles.

- D. *Amendment and Modification of Agreement.* Unless otherwise provided by law or as expressly provided herein, any amendments, changes, additions, or deletions to or from this Agreement shall be made in writing upon the mutual agreement of the Parties, validly adopted and approved, and spread upon the minutes of the respective entities.
- E. *Binding Effect.* This Agreement shall be binding upon Parties and their agents and successors.
- F. *Counterparts.* This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

ARTICLE V—EFFECTIVE DATE

This Agreement shall become binding on the Parties and effective on the date specified in the preamble this Agreement.

IN WITNESS WHEREOF, the Parties hereto have duly approved this Agreement and have authorized their respective officers specified below to execute their names and date of signature hereto and affix their entity's respective seals hereto.

HENRY COUNTY

Signature: June Wood

Print: June Wood
Title: Chairman

Attest:
Signature: Stephanie Braun

Print: Stephanie Braun
Title: County Clerk

CITY OF HAMPTON

Signature: E. Hitt

Print: Mayor
Title: Mayor

Attest:
Signature: Melissa Brooks

Print: Melissa Brooks
Title: City Clerk

CITY OF LOCUST GROVE

Signature: *[Handwritten Signature]*
Print: Robert PRICE
Title: Mayor

Attest:
Signature: *[Handwritten Signature]*
Print: Misty Spurling
Title: City Clerk

CITY OF MCDONOUGH

Signature: *[Handwritten Signature]*
Print: Billy Copeland
Title: Mayor

Attest:
Signature: *[Handwritten Signature]*
Print: JANIS PRICE
Title: City Clerk

CITY OF STOCKBRIDGE

Signature: *[Handwritten Signature]*
Print: Anthony S. Ford
Title: Mayor

Attest:
Signature: *[Handwritten Signature]*
Print: Vanessa Holiday
Title: City Clerk



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: HENRY COUNTY

Service: SENIOR CITIZENS 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.): **Henry 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>
Henry County	County General Fund

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

No change.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
N/A		

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

N/A

7. Person completing form: **Cheri Matthews, County Manager**
 Phone number: **770-288-6000** Date completed:

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: HENRY COUNTY

Service: *Senior Citizen Transport*

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.): **Henry 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>
Henry County	County General Fund; Grants; SPLOST, TSPLOST

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

Grants, SPLOST and TSPLOST added as funding sources.

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: **Cheri Matthews, County Manager**
 Phone number: **770-288-6000** Date completed:

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: HENRY COUNTY

Service: SOIL EROSION CONTROL AND 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.): **Henry County will provide this service within a special service district as described herein, consisting of the unincorporated areas of Henry County. Hampton, Locust Grove, McDonough, and Stockbridge will provide this service within their respective incorporated areas.**

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
Henry County	Special Service District, as described under Paragraph 6 of this form.
Hampton	Fees, Municipal General Fund
Locust Grove	Fees, Municipal General Fund
McDonough	Fees, Municipal General Fund
Stockbridge	Fees, Municipal General Fund

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

The Service name was changed from "Soil Erosion and Control Inspections." Henry County will create a special service district. All cities will now provide their own service.

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?

Within thirty days from the date this SDS Agreement is verified by DCA, Henry County shall create a special service district consisting of the unincorporated areas of the County with funding derived from grants, fees, taxes, and/or user fees levied in and collected from the special service district.

7. Person completing form: **Cheri Matthews, City Manager**
 Phone number: **770-288-6000** Date completed:

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:

- HAMPTON CITY MANAGER: (770) 946-4306**
- LOCUST GROVE CITY MANAGER: (770) 957-5043**
- MCDONOUGH CITY MANAGER: (770) 957-3915**
- STOCKBRIDGE CITY MANAGER: (770)389-7900**



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: HENRY COUNTY

Service: SOLID WASTE GARBAGE COLLECTION & YARD WASTE COLLECTION, RESIDENTIAL RECYCLING

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.): **Henry County will provide this service within a single special service district consisting of the unincorporated areas of Henry County as shown in the attached map. Hampton, Locust Grove, McDonough and Stockbridge provide this service within their respective incorporated areas.**
- 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
Henry County	Fees, Sales, Special Service District, as described under Paragraph 6 of this form
Hampton	Fees, Sales, Municipal General Funds
Locust Grove	Fees, Sales, Municipal General Funds
McDonough	Fees, Sales, Municipal General Funds
Stockbridge	Fees, Sales, Municipal General Funds

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

Henry County will create a special service district.

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?

Within thirty days from the date this SDS Agreement is verified by DCA, Henry County shall create a special service district consisting of the unincorporated areas of the County with funding derived from grants, fees, taxes, and/or user fees levied in and collected from the special service district.

7. Person completing form: **Cheri Matthews, County Manager**

Phone number: **770-288-6000** Date completed:

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:

- HAMPTON CITY MANAGER: (770) 946-4306**
- LOCUST GROVE CITY MANAGER: (770) 957-5043**
- MCDONOUGH CITY MANAGER: (770) 957-3915**
- STOCKBRIDGE CITY MANAGER: (770) 389-7900**



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: HENRY COUNTY

Service: STORMWATER MANAGEMENT

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

- a.) Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider (If this box is checked, identify the government, authority or organization providing the service.):
- 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.): **Henry County will provide this service within a special service district consisting of the unincorporated areas of Henry County. Hampton, Locust Grove, McDonough, and Stockbridge provide this service within their respective incorporated areas.**
- 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
Henry County	Special Service District, as described under Paragraph 6 of this form.
Hampton	Fees, Enterprise Funds, Municipal General Fund
Locust Grove	Fees, Enterprise Funds, Municipal General Fund
McDonough	Fees, Enterprise Funds, Municipal General Fund
Stockbridge	Fees, Enterprise Funds, Municipal General Fund

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

Henry County will create a special service district.

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?

Within thirty days from the date this SDS Agreement is verified by DCA, Henry County shall create a special service district consisting of the unincorporated areas of the County with funding derived from grants, fees, taxes, and/or user fees levied in and collected from the special service district.

7. Person completing form: **Cheri Matthews, County Manager**

Phone number: **770-288-6000** Date completed:

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:

HAMPTON CITY MANAGER: (770) 946-4306

LOCUST GROVE CITY MANAGER: (770) 957-5043

MCDONOUGH CITY MANAGER: (770) 957-3915

STOCKBRIDGE CITY MANAGER: (770)389-7900



SERVICE DELIVERY STRATEGY

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COUNTY: HENRY COUNTY

Service: TRANSIT - SENIOR TRANSIT 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.): **Henry 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
Henry County	County General Fund; Grants; SPLOST, TSPLOST

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

Grants, SPLOST and TSPLOST added as funding sources

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: **Cheri Matthews, County Manager**
 Phone number: **770-288-6000** Date completed:

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

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COUNTY: HENRY COUNTY

Service: **VEHICLE AND EQUIPMENT MAINTENANCE AND REPAIRS**

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.): **Henry County, Hampton, Locust Grove, McDonough, Stockbridge**
- 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>
Henry County	County General Fund
Hampton	Municipal General Fund
Locust Grove	Municipal General Fund
McDonough	Municipal General Fund
Stockbridge	Municipal General Fund

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

No change.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
N/A		

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

N/A

7. Person completing form: **Cheri Matthews, County Manager**

Phone number: **770-288-6000** Date completed:

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:

- HAMPTON CITY MANAGER: (770) 946-4306**
- LOCUST GROVE CITY MANAGER: (770) 957-5043**
- MCDONOUGH CITY MANAGER: (770) 957-3915**
- STOCKBRIDGE CITY MANAGER: (770)389-7900**



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY: HENRY COUNTY

Service: WATER AND SEWERAGE SERVICES

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

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

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

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

- d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Henry County Water Authority, Hampton, Locust Grove, McDonough, Stockbridge**

- 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
Henry County Water Authority	Fees, Enterprise Funds, Impact Fees, Bonded Indebtedness, Authority GF
Hampton	Fees, Enterprise Funds, Impact Fees, Bonded Indebtedness, Municipal GF
Locust Grove	Fees, Enterprise Funds, Impact Fees, Bonded Indebtedness, Municipal GF
McDonough	Fees, Enterprise Funds, Impact Fees, Bonded Indebtedness, Municipal GF
Stockbridge	Fees, Enterprise Funds, Impact Fees, Bonded Indebtedness, Municipal GF

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

The Henry County Water Authority and City of McDonough are working to finalize a new IGA on water and sewer services and when finalized will provide a copy of same to the parties and DCA.

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
Comprehensive Plan Agreement pertaining to Water and Sewer Services	Henry County Water Authority and a separate agreement for the Cities of Stockbridge, Hampton, and Locust Grove.	As provided per each agreement
	Henry County Water Authority and City of McDonough	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?

Each City purchases water from the Henry County Water Authority, which is not a required signatory to this SDS Agreement.

7. Person completing form: **Cheri Matthews, County Manager**
 Phone number: **770-288-6000** Date completed:

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:
HAMPTON CITY MANAGER: (770) 946-4306
LOCUST GROVE CITY MANAGER: (770) 957-5043
MCDONOUGH CITY MANAGER: (770) 957-3915
STOCKBRIDGE CITY MANAGER: (770)389-7900
HENRY COUNTY WATER AUTHORITY GENERAL MANAGER: (770)957-6659

COMPREHENSIVE PLAN AGREEMENT PERTAINING TO WATER AND SEWER SERVICE

The City of Stockbridge (hereinafter referred to as "City") has maintained a water and sewer department since the time of its charter for the purpose of serving the citizens and businesses within its corporate limits. The Henry County Water Authority (hereinafter referred to as "Authority"), organized under the laws of the State of Georgia, serves primarily unincorporated areas of Henry County and is funded through user fees, charges, and a county-wide two mill tax.

The Georgia Service Delivery Act, O.C.G.A. Section 36-70-1, et seq. (the "Service Delivery Act"), authorizes and promotes the establishment, implementation, and performance of coordinated and comprehensive planning by municipal governments and county governments. The process set forth in that statute is intended to minimize inefficiencies resulting from duplication of services and competition between local governments and to provide a mechanism to resolve disputes over local government service delivery, funding equity, and land use. The Service Delivery Act requires each county and municipality in the State of Georgia to execute an agreement for the implementation of a local government service delivery strategy. The present Agreement is entered into specifically as a result of the mandates of the Service Delivery Act, and it is intended to satisfy the requirements of that Act.

In consideration of the premises, mutual covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. The Authority will assist the City in relocating the Authority's water and sewer lines that are located at intersections between city streets and county roads where the street or road is being widened or improved. The Authority will provide the labor for the relocation of the lines and the City will provide the materials.
2. As and when requested by the City, the Authority will provide a video of sewer lines for the City at the Authority's cost of labor and equipment on a per hour basis. Said hourly rate shall be set by the Authority on an annual basis. The request will be placed upon the Authority's regular internal job schedule and will be serviced in due course by the Authority. Where emergency situations are caused by stoppage in lines, the Authority will assist the City with video taping the line at no cost to the City.
3. As and when requested by the City, the Authority will provide engineering assistance limited to those services which can be provided by the Authority's in-house engineering personnel at the Authority's cost for labor and materials on a per hour basis. Said hourly rate shall be set by the Authority on an annual basis. Such requests are to be made in writing to the General Manager of the Authority. The request will be placed upon the Authority's regular internal job schedule and will be

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serviced in due course by the Authority.

4. The parties hereby establish service areas and certain conditions for the City and the Authority as set forth below:

- A. Except as hereafter provided, the City will provide water and sewer services to the customers that are presently located inside the incorporated area of the City. Except as hereafter provided, the Authority will provide water and sewer services to customers located in the unincorporated areas of the County.
- B. At present, there are certain customers to whom the City provides water and/or sewer services who are located outside the incorporated area of the City. Except as hereafter provided, the City will continue to serve those customers until the customer has been transferred as hereinafter provided. (See Exhibit "A" attached).
- C. At present, there are certain customers to whom the Authority provides water and/or sewer services who are located inside the incorporated area of the City. Except as hereafter provided, the Authority will continue to serve those customers until the customer has been transferred as hereinafter provided. (See Exhibit "A" attached).
- D. Except as hereinafter provided, if any land is subsequently annexed or is made part of the incorporated area of the City by Charter Amendment or the re-enactment of a new Charter (all of which are referred to as annexed), and the Authority is, at the time of such inclusion, providing water and/or sewer services to the property annexed, the Authority will continue to provide the services.
- E. If, on the date of this Agreement, the City has sewer lines that exist or are under construction in a drainage basin that is located wholly or partially outside the incorporated area of the City, the City may continue or extend sewage services to any customer that gravity flows into said sewer lines.
- F. In the future, if the City is required to construct a sewer line to serve a customer that is located in the incorporated area of the City and the construction of the sewer line requires that the sewer line be constructed in a drainage area located outside of the incorporated area of the City, the City will be allowed to provide sewage services to any customer that gravity flows into the newly constructed sewer line provided that the Authority is not providing sewer services to the drainage area.
- G. In the future, if the Authority is required to construct a sewer line to serve a customer that is located in the unincorporated area of the County, and the construction of the sewer line requires that the sewer line be constructed in a drainage area located inside the incorporated area of the City, the Authority will be allowed to provide sewer services to any customer that gravity flows into the newly constructed sewer

line provided that the City is not providing sewer services to the drainage area.

- H. As to areas in the City Limits, as they exist on the date of this Agreement or as they may be modified subsequent hereto, the following additional requirements will apply to said property:
1. The City is the presumptive provider of water and sewer service. However, if the Authority is presently providing water and sewer services to the annexed area, the Authority will continue to do so.
 2. If the Authority has a water line that is adjacent to or within the annexed property, or a water line that is located closer to the property than the City's existing water line with sufficient water capacity to serve the development as determined by the Authority, then the Authority will continue to serve the water to the development until the property is served by City sewer. Upon the City providing sewer service to the development, the City shall install, at its expense, a master meter(s) and purchase water from the Authority at the municipal rate set from time to time by the Authority and assume the responsibility of the ownership, operation, and maintenance of the water lines located behind the meter.
 3. If the City has a water line that is adjacent to the annexed property or a water line closer than an extension of the Authority's existing water line with sufficient water capacity to serve the development as determined by the City, then the City will serve the water until the annexed property is served by the Authority's sewer. Upon the Authority providing sewer service to the annexed area, the Authority shall install, at its expense, a master meter and purchase water from the City at the municipal rate set from time to time by the City and assume the responsibility of the ownership, operation, and maintenance of the water lines located in the development.
 4. If the City accepts an application for annexation of property for review and consideration and the City desires that the property, if annexed into the City, be serviced with sewer service, the City shall give written notice thereof to the Authority. The Authority shall have thirty (30) days from the receipt of the notice in which to make a determination as to whether or not it will provide sewer service to the property. If the Authority elects to provide the sewer service, the sewer line(s) shall be constructed according to the Authority's rules and regulations. However, a contract for construction of the sewer line thereof shall be issued within twelve (12) months from the date of annexation. If the Authority elects not to provide sewer services to the property, the City shall provide the sewer services to the annexed property as required by state law and its ordinances. The provisions regarding providing

water as described in paragraph 4.H.2. above shall apply to the property annexed.

5. In order to maintain the quality of each individual system, the City and the Authority agree to endeavor to maintain common development standards for installation of water and sewer lines in any new development.
 - I. All present and future water and sewerage customers of the City that are located in the unincorporated areas of the County will be charged no greater rate for City services than is being charged by the Authority to its customers unless required by state or federal mandate. Prior to the City providing the services to a customer located outside of the incorporated area of the City, the City will issue a notice letter to the Authority. The letter will provide the name of the property owner, a location map of the property to be served, and the zoning designation for the property.
 - J. All present and future water and sewerage customers of the Authority that are located in the incorporated areas of the City will be charged no greater rate for the Authority's services than is being charged by the Authority to similar customers located in the unincorporated area of the County. Prior to the Authority providing the services to a customer located in the incorporated area of the City, the Authority will issue a notice letter to the City. The letter will provide the name of the property owner, a location map of the property to be served, and the zoning designation for the property.
 - K. Except as provided in the Agreement, the City shall not have the right to acquire the Authority's water and/or sewer lines, pumping stations, facilities, or customers.
 - L. The Authority will make every reasonable effort to provide water and sewer services to those areas that the Authority assumes responsibility for and will do so according to the same rules and regulations that established service in the unincorporated areas of Henry County.
 - M. The City shall not run or extend water lines that would be parallel to existing Authority water lines that have sufficient capacity to provide the water service to the customer(s).
5. Exchange of Service Areas.
 - A. If the Authority is presently or subsequently provides sewer services to property located within the incorporated area of the City or the unincorporated area of the County, and the City is providing water to the customer, a master meter shall be installed at the expense of the Authority and the Authority shall purchase water from the City at its wholesale rate that is set from time to time by the City, which rate

cannot exceed the municipal rate being charged by the Authority to the municipalities of Henry County.

Water lines that are located on the back side of said meter shall become the property of the Authority and shall be operated and maintained by the Authority as part of its system.

- B. If the City is presently or subsequently providing sewer services to property located within the incorporated area of the City, and the Authority is providing water to the customer, a master meter shall be installed at the expense of the City and the City shall purchase water from the Authority at its wholesale rate that is set from time to time by the Authority.

Water lines that are located on the back side of said meter shall become the property of the City and shall be operated and maintained by the City as part of its system.

6. As to wastewater treatment facilities:

- A. The Authority presently provides wastewater treatment facilities to a portion of the City through the Walnut Creek Wastewater Treatment Facility ("AWTF"); and
- B. The City provides sewer services to the City and portion of Henry County through its Brushy Creek Wastewater Treatment Facility ("CBTF").
 - 1. All wastewater customers that gravity flow into the Authority's AWTF, whether located inside or outside the incorporated area of the City, shall be served by the Authority.
 - 2. All wastewater customers that gravity flow into the City's CBTF plants, whether located inside or outside the incorporated area of the City, shall be served by the City at said plants provided that CBTF has treatment capacity to serve customers located in the unincorporated areas of Henry County.
 - 3. If a customer is located within the incorporated area of the City and cannot be served by the Authority through a gravity flow system, then the customer may be served through a pumping station(s) to a City wastewater treatment plant.

7. Impact Fees.

- A. Except as hereinafter provided, the entity that is providing the service (water or sewer or both) shall receive the impact fees that are assessed by the entity for the service.
- B. Where the City is purchasing water through a master meter to serve a specific

customer or development, the City shall collect on the Authority's behalf and pay over to the Authority such water impact fees.

- C. Where the Authority is purchasing water from the City through a master meter to serve a specific customer or development, the Authority shall collect on the City's behalf and pay over to the City such water impact fees.
- D. All impact fees shall be calculated based upon an equivalent dwelling unit ("EDU") which is currently 300 gallons per day ("GPD"). The Authority and the City agree that the EDU for single family residents shall be currently 300 GPD. The entity providing the service shall approve the calculation of impact fees for all commercial and industrial customers.
- E. The entity that is providing the water service permits shall collect all impact fees that are due under the terms of this Agreement and remit to the appropriate entity within 30 days of issuing the building permits. Failure to collect the impact fees will result in the entity that should have collected the fee being responsible and liable for the payment thereof.

8. If a City water customer fails to pay its bill for wastewater treatment services provided by the Authority, and the bill remains unpaid for a period of sixty (60) days, upon request from the Authority, the City agrees to take action to terminate the water service to the City's water customer until the Authority's wastewater treatment bill has been paid in full. If an Authority water customer fails to pay its bill for wastewater services provided by the City, and the bill remains unpaid for a period of sixty (60) days, upon request from the City, the Authority agrees to pay the bill or terminate the water service to the Authority's customer until the City's wastewater treatment bill has been paid in full.

9. The Authority and the City shall maintain their respective facilities in compliance with all requirements of the United States Environmental Protection Agency, the Georgia Department of Natural Resources, Environmental Protection Division, or their respective successors, at all times during the terms of this Agreement.

10. The City agrees to notify the Authority in writing when it approves construction of any new residential, commercial, and industrial developments that will be served water and/or sewer by the Authority so that the Authority may adequately plan and provide for sufficient wastewater treatment capacity for the City as set forth herein.

11. Except as hereinafter stated, all previous Agreements entered into by the parties are hereby terminated. Any fees, funds, or debts that were owed by either party to the other prior to the date of this Agreement shall remain in full force and effect and will not be waived or amended by this Agreement.

12. Within thirty (30) days of completion of the annexation of property into the City, the City will provide to the Authority a copy of the tax map or plat of the property annexed, the name and address of the property owners, a copy of the annexation application, and a statement as to whether or not the City plans on providing water and/or sewer services to the property.

13. If a water or sewer line should cross a mitigation area owned by the other party to this agreement, the party crossing the mitigation area shall be responsible for obtaining all federal and state permits for the crossing of the same and providing any additional mitigation that is required by any federal or state government agency or entity having jurisdiction thereover. All such costs shall be paid by the entity crossing the mitigation area.

14. Decisions regarding services to customers of the Authority will be made in accordance with the regulations and policies of the Authority without regard as to whether the customer is in the incorporated area of the City or the unincorporated area of the County. The City will not attempt to influence these decisions for individual customers. Decisions regarding services to customers of the City will be made in accordance with the regulations and policies of the City without regard as to whether the customer is in the Authority's service area. The Authority will not attempt to influence these decisions for individual customers.


15. This Agreement may be amended between the Authority and the City of Stockbridge without the consent of the remaining cities.

16. This Agreement shall remain in full force and effect for a period of ten (10) years from the date of execution.


17. The City shall be responsible for complying with all laws, rules and regulations that apply to the management, collection and treatment of stormwater or wastewater that occurs within the City limits and service area and shall take what action may be necessary to prevent pollution of any stream or tributary thereof that effects the water quality of any existing or planned portable drinking water sources of the Authority. The Authority shall be responsible for complying with all laws, rules and regulations that apply to the management, collection and treatment of stormwater or wastewater that occurs within the Authority's service area and shall take what action may be necessary to prevent pollution of any stream or tributary thereof that affects water quality of the existing or planned portable drinking water sources of the City.

18. The undersigned, agree that the Water and Sewer Service Delivery Strategies set forth herein will be an efficient and effective method of delivery, and with each entity providing service for a specific area under separate funding, we see no apparent duplication of services nor prospect for consolidation.

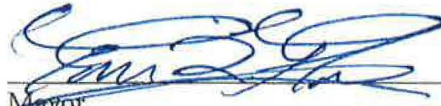
By this inter-local agreement, we, the undersigned, agree that this is the most effective, efficient manner in which to deliver these services to the people of the City and the County, this 5th day of December, 2014.



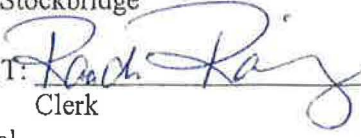
Chairman
Henry County Water Authority

ATTEST: 

Clerk
Authority Seal

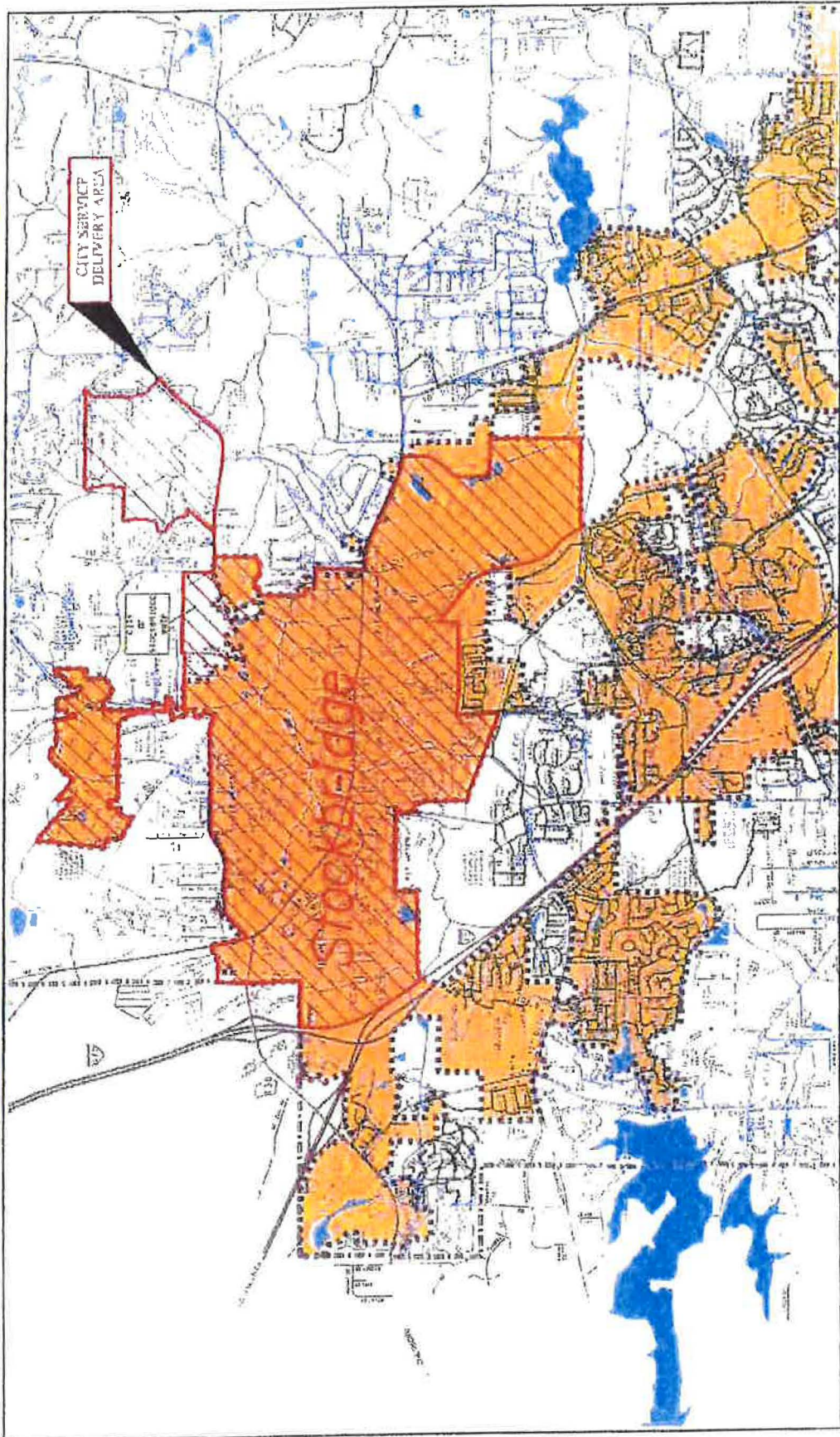


Mayor
City of Stockbridge

ATTEST: 

Clerk
City Seal





CITY SERVICE DELIVERY AREA

STOCKBRIDGE
CITY LIMITS
AND
SERVICE AREA
BOUNDARY



01" = 3000'

**CITY OF STOCKBRIDGE SEWER
SERVICE AREA EXHIBIT**



SERVICE AREA

COMPREHENSIVE PLAN AGREEMENT PERTAINING TO WATER AND SEWER SERVICE

The City of Hampton (hereinafter referred to as "City") has maintained a water and sewer department since the time of its charter for the purpose of serving the citizens and businesses within its corporate limits. The Henry County Water Authority (hereinafter referred to as "Authority"), organized under the laws of the State of Georgia, serves primarily unincorporated areas of Henry County and is funded through user fees, charges, and a county-wide two mill tax.

The Georgia Service Delivery Act, O.C.G.A. Section 36-70-1, et seq. (the "Service Delivery Act"), authorizes and promotes the establishment, implementation, and performance of coordinated and comprehensive planning by municipal governments and county governments. The process set forth in that statute is intended to minimize inefficiencies resulting from duplication of services and competition between local governments and to provide a mechanism to resolve disputes over local government service delivery, funding equity, and land use. The Service Delivery Act requires each county and municipality in the State of Georgia to execute an agreement for the implementation of a local government service delivery strategy. The present Agreement is entered into specifically as a result of the mandates of the Service Delivery Act, and it is intended to satisfy the requirements of that Act.

In consideration of the premises, mutual covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. The Authority will assist the City in relocating the Authority's water and sewer lines that are located at intersections between city streets and county roads where the street or road is being widened or improved. The Authority will provide the labor for the relocation of the lines and the City will provide the materials.
2. As and when requested by the City, the Authority will provide a video of sewer lines for the City at the Authority's cost of labor and equipment on a per hour basis. Said hourly rate shall be set by the Authority on an annual basis. The request will be placed upon the Authority's regular internal job schedule and will be serviced in due course by the Authority. Where emergency situations are caused by stoppage in lines, the Authority will assist the City with video taping the line at no cost to the City.
3. As and when requested by the City, the Authority will provide engineering assistance, limited to those services which can be provided by the Authority's in-house engineering personnel, at the Authority's cost for labor and materials on a per hour basis. Said hourly rate shall be set by the Authority on an annual basis. Such requests are to be made in writing to the General Manager of the Authority. The request will be placed upon the Authority's regular internal job schedule and will be serviced in due course by the Authority.

4. The parties hereby establish service areas and certain conditions for the City and the Authority as set forth below:

- A. Except as hereafter provided, the City will provide water and sewer services to the customers that are presently located inside the incorporated area of the City. Except as hereafter provided, the Authority will provide water and sewer services to customers located in the unincorporated areas of the County.
- B. At present, there are certain customers to whom the City provides water and/or sewer services who are located outside the incorporated area of the City. Except as hereinafter provided, the City will continue to serve those customers until the customer has been transferred as hereinafter provided.
- C. At present, there are certain customers to whom the Authority provides water and/or sewer services who are located inside the incorporated area of the City. Except as hereinafter provided, the Authority will continue to serve these customers until the customer has been transferred as hereinafter provided.
- D. Except as hereinafter provided, if any land is subsequently annexed or is made part of the incorporated area of the City by Charter Amendment or the re-enactment of a new Charter (all of which are referred to as annexed), and the Authority is, at the time of such inclusion, providing water and/or sewer services to the property annexed, the Authority will continue to provide the services.
- E. If, on the date of this Agreement, the City has sewer lines that exist or are under construction in a drainage basin that is located wholly or partially outside the incorporated area of the City, the City may continue or extend sewage services to any customer that gravity flows into said sewer lines.
- F. In the future, if the City is required to construct a sewer line to serve a customer that is located in the incorporated area of the City and the construction of the sewer line requires that the sewer line be constructed in a drainage area located outside of the incorporated area of the City, the City will be allowed to provide sewage services to any customer that gravity flows into the newly constructed sewer line provided that the Authority is not providing sewer services to the drainage area.
- G. In the future, if the Authority is required to construct a sewer line to serve a customer that is located in the unincorporated area of the County, and the construction of the sewer line requires that the sewer line be constructed in a drainage area located inside the incorporated area of the City, the Authority will be allowed to provide sewer services to any customer that gravity flows into the newly constructed sewer line provided that the City is not servicing the drainage area with sewer services.
- H. As to areas inside the City Limits, as they exist on the date of this Agreement or as they may be modified by annexation subsequent hereto, the following additional requirements will apply to said property:

1. The City is the presumptive provider of water and sewer service. However, if the Authority is presently providing water and sewer services to the annexed area, the Authority will continue to do so.
2. If the Authority has a water line that is adjacent to or within the annexed property, or a water line that is located closer to the property than the City's existing water line, with sufficient water capacity to serve the development, as determined by the Authority, then the Authority will continue to serve water to the property until the property is served by City sewer. Upon the City providing sewer service to the property, the City shall install, at its expense, a master meter(s) and purchase water from the Authority at the municipal rate set from time to time by the Authority and assume the responsibility of the ownership, operation, and maintenance of the water lines located behind the meter.
3. If the City has a water line that is adjacent to the annexed property or a water line closer than an extension of the Authority's existing water line, with sufficient water capacity to serve the development as determined by the City, then the City will serve the water until the annexed property is served by the Authority's sewer. Upon the Authority providing sewer service to the annexed area, the Authority shall install, at its expense, a master meter and purchase water from the City at the municipal rate set from time to time by the City and assume the responsibility of the ownership, operation, and maintenance of the water lines located in the development.
4. If the City accepts an application for annexation of property for review and consideration and the City desires that the property, if annexed into the City, be serviced with sewer service, the City shall give written notice thereof to the Authority. The Authority shall have thirty (30) days from the receipt of the notice in which to make a determination as to whether or not it will provide sewer service to the property. If the Authority elects to provide the sewer service, the sewer line(s) shall be constructed according to the Authority's rules and regulations. However, a contract for construction of the sewer line thereof shall be issued within twelve (12) months from the date of annexation. If the Authority elects not to provide sewer services to the property, the City shall provide the sewer services to the annexed property as required by state law and its ordinances. The provisions regarding providing water as described in paragraph 4.H.2. above shall apply to the property annexed.
5. In order to maintain the quality of each individual system, the City and the Authority agree to endeavor to maintain common development standards for installation of water and sewer lines in any new development.

I. All present and future water and sewerage customers of the City that are located in "D"

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the unincorporated areas of the County will be charged no greater rate for City services than is being charged by the Authority to its customers. Prior to the City providing the services to a customer located outside of the incorporated area of the City, the City will issue a notice letter to the Authority. The letter will provide the name of the property owner, a location map of the property to be served, and the zoning designation for the property.

- J. All present and future water and sewerage customers of the Authority that are located in the incorporated areas of the City will be charged no greater rate for the Authority's services than is being charged by the Authority to similar customers located in the unincorporated area of the County. Prior to the Authority providing the services to a customer located in the incorporated area of the City, the Authority will issue a notice letter to the City. The letter will provide the name of the property owner, a location map of the property to be served, and the zoning designation for the property.
- K. Except as provided in the Agreement, the City shall not have the right to acquire the Authority's water and/or sewer lines, pumping stations, facilities, or customers.
- L. The Authority will make every reasonable effort to provide water and sewer services to those areas that the Authority assumes responsibility for and will do so according to the same rules and regulations that established service in the unincorporated areas of Henry County.
- M. Except for looping or tying in of existing City water lines, the City shall not run or extend water lines that would be parallel to existing Authority water lines that have sufficient capacity to provide the water service to the customer(s).

5. Exchange of Service Areas.

- A. If the Authority is presently or subsequently provides sewer services to property located within the incorporated area of the City or the unincorporated area of the County, and the City is providing water to the customer, a master meter shall be installed at the expense of the Authority and the Authority shall purchase water from the City at its wholesale rate that is set from time to time by the City, which rate cannot exceed the municipal rate being charged by the Authority to the municipalities of Henry County.

Water lines that are located on the back side of said meter shall become the property of the Authority and shall be operated and maintained by the Authority as part of its system.

- B. If the City is presently or subsequently providing sewer services to property located within the incorporated area of the City, and the Authority is providing water to the customer, a master meter shall be installed at the expense of the City and the City shall purchase water from the Authority at its wholesale rate that is set from time to

time by the Authority.

Water lines that are located on the back side of said meter shall become the property of the City and shall be operated and maintained by the City as part of its system.

6. As to wastewater treatment:
 - A. The City presently owns and maintains a wastewater treatment facility located on Bear Creek, just west of Highway 1941; and
 - B. The Authority maintains a wastewater treatment facility located on Bear Creek, west of Highway 1941 and just east of the Clayton County line.
7. Impact Fees.
 - A. Except as hereinafter provided, the entity that is providing the service (water or sewer or both) shall receive the impact fees that are assessed by the entity for the service.
 - B. Where the City is purchasing water through a master meter to serve a specific customer or development, the City shall collect on the Authority's behalf and pay over to the Authority such water impact fees.
 - C. Where the Authority is purchasing water from the City through a master meter to serve a specific customer or development, the Authority shall collect on the City's behalf and pay over to the City such water impact fees.
 - D. All impact fees shall be calculated based upon an equivalent dwelling unit ("EDU") which is currently 300 gallons per day ("GPD"). The Authority and the City agree that the EDU for single family residents shall currently be 300 GPD. The entity providing the service shall approve the calculation of impact fees for all commercial and industrial customers.
 - E. The entity that is providing the water service shall collect all impact fees that are due under the terms of this Agreement and remit to the appropriate entity within 30 days of issuing the building permits. Failure to collect the impact fees will result in the entity that should have collected the fee being responsible and liable for the payment thereof.
8. If a City water customer fails to pay its bill for wastewater treatment services provided by the Authority, and the bill remains unpaid for a period of sixty (60) days, upon request from the Authority, the City agrees to take action to terminate the water service to the City's water customer until the Authority's wastewater treatment bill has been paid in full. If an Authority water customer fails to pay its bill for wastewater services provided by the City, and the bill remains unpaid for a period of sixty (60) days, upon request from the City, the Authority agrees to pay the bill or terminate the water service to the Authority's customer until the City's wastewater treatment bill has been paid in full.

9. The Authority and the City shall maintain their respective facilities in compliance with all requirements of the United States Environmental Protection Agency, the Georgia Department of Natural Resources, Environmental Protection Division, or their respective successors, at all times during the terms of this Agreement.

10. The City agrees to notify the Authority in writing when it approves construction of any new residential, commercial, and industrial developments that will be served water and/or sewer by the Authority so that the Authority may adequately plan and provide for sufficient wastewater treatment capacity for the City as set forth herein.

11. Except as hereinafter stated, all previous Agreements entered into by the parties are hereby terminated. Any fees, funds, or debts that were owed by either party to the other prior to the date of this Agreement shall remain in full force and effect and will not be waived or amended by this Agreement.

12. Within thirty (30) days of completion of the annexation of property into the City, the City will provide to the Authority a copy of the tax map or plat of the property annexed, the name and address of the property owners, a copy of the annexation application, and a statement as to whether or not the City plans on providing water and/or sewer services to the property.

13. If a water or sewer line should cross a mitigation area owned by the other party to this agreement, the party crossing the mitigation area shall be responsible for obtaining all federal and state permits for the crossing of the same and providing any additional mitigation that is required by any federal or state government agency or entity having jurisdiction thereover. All such costs shall be paid by the entity crossing the mitigation area.

14. Decisions regarding services to customers of the Authority will be made in accordance with the regulations and policies of the Authority without regard as to whether the customer is in the incorporated area of the City or the unincorporated area of the County. Neither the City nor the Authority will attempt to influence these decisions for individual customers.

15. This Agreement may be amended by the Authority and the City of Hampton without the consent of the remaining cities.

16. This Agreement shall remain in full force and effect for a period of ten (10) years from the date of execution.

17. The City shall be responsible for complying with all laws, rules and regulations that apply to the management, collection and treatment of stormwater or wastewater that occurs within the City limits and shall take what action may be necessary to prevent pollution of any stream or tributary thereof that effects the water quality of any existing or planned portable drinking water sources of the Authority

18. The undersigned, agree that the Water and Sewer Service Delivery Strategies set forth herein will be an efficient and effective method of delivery, and with each entity providing service for a

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11/18/11
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specific area under separate funding. We see no apparent duplication of services nor prospect for consolidation.

By this inter-local agreement, we, the undersigned, agree that this is the most effective, efficient manner in which to deliver these services to the people of the City and the County, this 20 day of MARCH, 2014.

Jim C. Carter, Jr.
Chairman
Henry County Water Authority

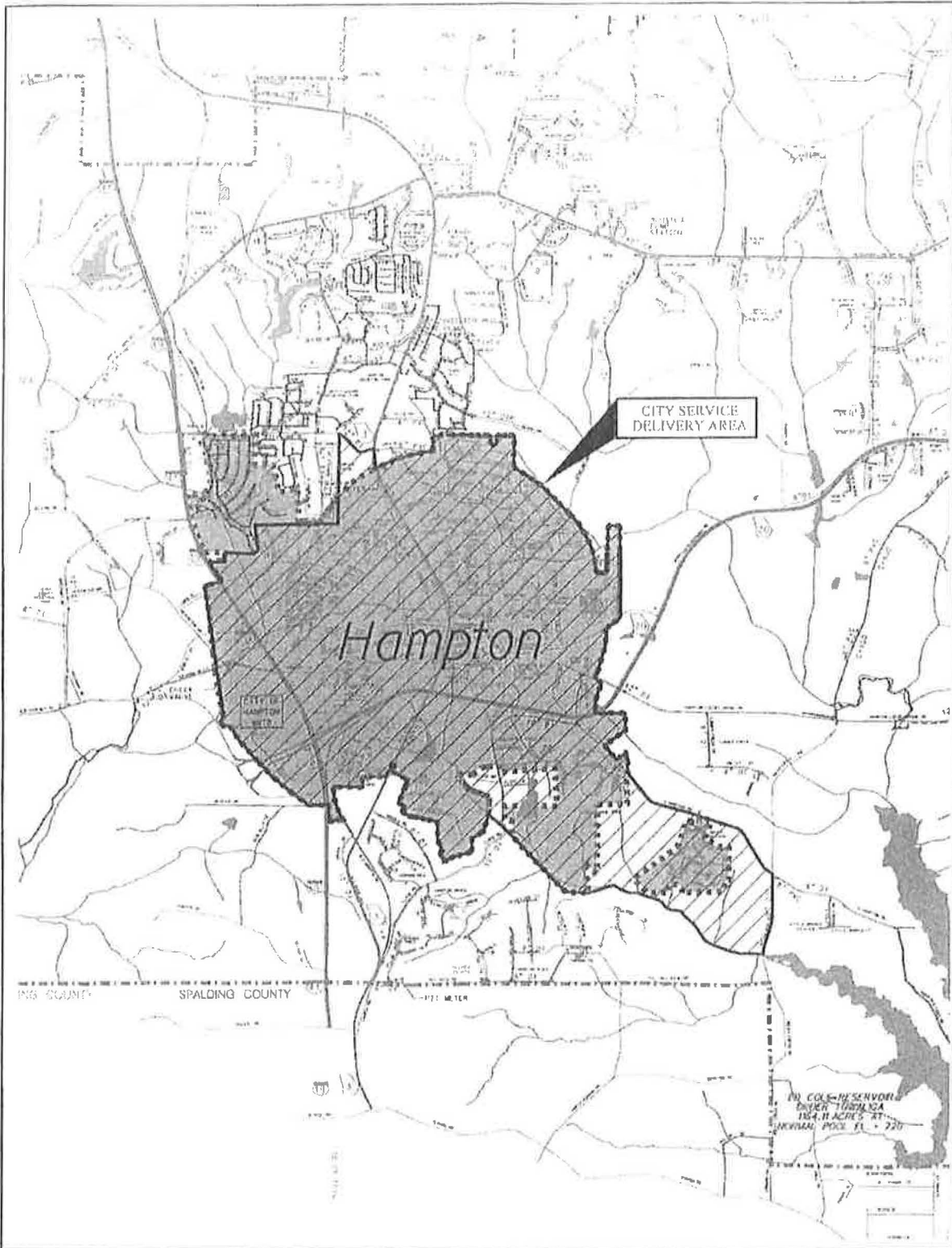
ATTEST: [Signature]
Clerk

Authority Seal

[Signature]
Mayor
City of Hampton

ATTEST: [Signature]
Clerk

City Seal




 SERVICE AREA

HAMPTON SEWER SERVICE
AREA EXHIBIT

CITY OF HAMPTON
 CITY LIMITS
 AND
 SERVICE AREA
 BOUNDARY


 01" = 3000'

11
 Page 8 of 8

SERVICE AREA AMENDMENT TO COMPREHENSIVE PLAN AGREEMENT
PERTAINING TO WATER AND SEWER SERVICES

This Amendment is made and entered into this 12th day of April, 2018 by and between the City of Locust Grove, Georgia (hereinafter the "City"), and the Henry County Water Authority (hereinafter the "Authority"). The City and the Authority shall be collectively referred to as the "Parties."

WHEREAS, the Parties have the power and authority to enter into this Amendment pursuant to Article IX, Section III, Paragraph 1 of the Constitution of the State of Georgia; and

WHEREAS, the Parties entered into an agreement titled Comprehensive Plan Agreement Pertaining to Water and Sewer Services (hereinafter the "Agreement")(attached as Exhibit "A" and made a part hereof); and

WHEREAS, the Parties may amend the Agreement pursuant to Section 15 of the Agreement; and

WHEREAS, this Amendment clarifies the City Sewer Service Area Map Exhibit attached to the Agreement; and

WHEREAS, this Amendment is in furtherance of the intent and spirit of the "Service Delivery Act", which is intended to prevent unnecessary duplication of services and to create funding equity for the taxpayers in each local government agency; and

WHEREAS, the Mayor and Council of the City authorize the Mayor and Clerk to execute this Amendment; and

WHEREAS, the Board of Directors of the Authority authorize the Chairman and Clerk to execute this Amendment; and

NOW, THEREFORE, for and in consideration of the mutual covenants set forth herein and in compliance with the Agreement, the following Amendment is hereby accepted and agreed to by and between the City and the Authority:

1.

The properties owned by S K Naidu Living Trust and Gardner S H Jr, Ann H & Etal as described in the legal description attached as Exhibit "B" and the plat attached as Exhibit "C" (the "Property") shall be located within the City water and sewer service area.

2.

The City water and sewer services shall not extend north of the north line of the Property.

3.

This Amendment shall become effective 4-12-, 2018.

City of Locust Grove, Georgia



Mayor

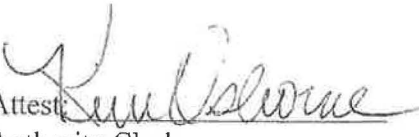
Attest: 

City Clerk

Henry County Water Authority



Chairman, Board of Directors

Attest: 

Authority Clerk

Exhibit A

COMPREHENSIVE PLAN AGREEMENT PERTAINING TO WATER AND SEWER SERVICES

The City of Locust Grove (hereinafter referred to as "City") has maintained a water and sewer department since the time of its charter for the purpose of serving the citizens and businesses within its corporate limits. The Henry County Water Authority (hereinafter referred to as "Authority"), organized under the laws of the State of Georgia, serves primarily unincorporated areas of Henry County and is funded through user fees, charges, and a county-wide two mill tax.

The Georgia Service Delivery Act, O.C.G.A. Section 36-70-1, et seq. (the "Service Delivery Act"), authorizes and promotes the establishment, implementation, and performance of coordinated and comprehensive planning by municipal governments and county governments. The process set forth in that statute is intended to minimize inefficiencies resulting from duplication of services and competition between local governments and to provide a mechanism to resolve disputes over local government service delivery, funding equity, and land use. The Service Delivery Act requires each county and municipality in the State of Georgia to execute an agreement for the implementation of a local government service delivery strategy. The present Agreement is entered into specifically as a result of the mandates of the Service Delivery Act, and it is intended to satisfy the requirements of that Act.

In consideration of the premises, mutual covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. The Authority will assist the City in relocating the Authority's water and sewer lines that are located at intersections between city streets and county roads where the street or road is being widened or improved. The Authority will provide the labor for the relocation of the lines and the City will provide the materials.
2. As and when requested by the City, the Authority will provide a video of sewer lines for the City at the Authority's cost of labor and equipment on a per hour basis. Said hourly rate shall be set by the Authority on an annual basis. The request will be placed upon the Authority's regular internal job schedule and will be serviced in due course by the Authority. Where emergency situations are caused by stoppage in lines, the Authority will assist the City with video taping the line at no cost to the City.
3. As and when requested by the City, the Authority will provide engineering assistance limited to those services which can be provided by the Authority's in-house engineering personnel at the Authority's cost for labor and materials on a per hour basis. Said hourly rate shall be set by the Authority on an annual basis. Such requests are to be made in writing to the General Manager of the Authority. The request will be placed upon the Authority's regular internal job schedule and will be

serviced in due course by the Authority.

4. The parties hereby establish service areas and certain conditions for the City and the Authority as set forth below:

- A. Except as hereafter provided, the City will provide water and sewer services to the customers that are presently located inside the incorporated area of the City. Except as hereafter provided, the Authority will provide water and sewer services to customers located in the unincorporated areas of the County.
- B. At present, there are certain customers to whom the City provides water and/or sewer services who are located outside the incorporated area of the City. Except as hereafter provided, the City will continue to serve those customers until the customer has been transferred as hereinafter provided.
- C. At present, there are certain customers to whom the Authority provides water and/or sewer services who are located inside the incorporated area of the City. Except as hereafter provided, the Authority will continue to serve those customers until the customer has been transferred as hereinafter provided.
- D. Except as hereinafter provided, if any land is subsequently annexed or is made part of the incorporated area of the City by Charter Amendment or the re-enactment of a new Charter (all of which are referred to as annexed), and the Authority is, at the time of such inclusion, providing water and/or sewer services to the property annexed, the Authority will continue to provide the services.
- E. If, on the date of this Agreement, the City has sewer lines that exist or are under construction in a drainage basin that is located wholly or partially outside the incorporated area of the City, the City may continue or extend sewage services to any customer that gravity flows into said sewer lines.
- F. In the future, if the City is required to construct a sewer line to serve a customer that is located in the incorporated area of the City and the construction of the sewer line requires that the sewer line be constructed in a drainage area located outside of the incorporated area of the City, the City will be allowed to provide sewage services to any customer that gravity flows into the newly constructed sewer line provided that the Authority is not providing sewer services to the drainage area.
- G. In the future, if the Authority is required to construct a sewer line to serve a customer that is located in the unincorporated area of the County, and the construction of the sewer line requires that the sewer line be constructed in a drainage area located inside the incorporated area of the City, the Authority will be allowed to provide sewer services to any customer that gravity flows into the newly constructed sewer

line provided that the City is not providing sewer services to the drainage area.

H. As to areas inside the City Limits, as they exist on the date of this Agreement or as they may be modified subsequent hereto, the following additional requirements will apply to said property:

1. The City is the presumptive provider of water and sewer service. However, if the Authority is presently providing water and sewer services to the annexed area, the Authority will continue to do so.
2. If the Authority has a water line that is adjacent to or within the annexed property, or a water line that is located closer to the property than the City's existing water line, with sufficient water capacity to serve the development, as determined by the Authority, then the Authority will continue to serve the water to the development until the property is served by City sewer. Upon the City providing sewer service to the development, the City shall install, at its expense, a master meter(s) and purchase water from the Authority at the municipal rate set from time to time by the Authority and assume the responsibility of the ownership, operation, and maintenance of the water lines located behind the meter.
3. If the City has a water line that is adjacent to the annexed property or a water line closer than an extension of the Authority's existing water line, with sufficient water capacity to serve the development as determined by the City, then the City will serve the water until the annexed property is served by the Authority's sewer. Upon the Authority providing sewer service to the annexed area, the Authority shall install, at its expense, a master meter and purchase water from the City at the municipal rate set from time to time by the City and assume the responsibility of the ownership, operation, and maintenance of the water lines located in the development.
4. If the City accepts an application for annexation of property for review and consideration and the City desires that the property, if annexed into the City, be serviced with sewer service, the City shall give written notice thereof to the Authority. The Authority shall have thirty (30) days from the receipt of the notice in which to make a determination as to whether or not it will provide sewer service to the property. If the Authority elects to provide the sewer service, the sewer line(s) shall be constructed according to the Authority's rules and regulations. However, a contract for construction of the sewer line thereof shall be issued within twelve (12) months from the date of annexation. If the Authority elects not to provide sewer services to the property, the City shall provide the sewer services to the annexed property as required by state law and its ordinances. The provisions regarding providing

water as described in paragraph 4.H.2. above shall apply to the property annexed.

5. In order to maintain the quality of each individual system, the City and the Authority agree to endeavor to maintain common development standards for installation of water and sewer lines in any new development.
 - I. All present and future water and sewerage customers of the City that are located in the unincorporated areas of the County will be charged no greater rate for City services than is being charged by the Authority to its customers. Prior to the City providing the services to a customer located outside of the incorporated area of the City, the City will issue a notice letter to the Authority. The letter will provide the name of the property owner, a location map of the property to be served, and the zoning designation for the property.
 - J. All present and future water and sewerage customers of the Authority that are located in the incorporated areas of the City will be charged no greater rate for the Authority's services than is being charged by the Authority to similar customers located in the unincorporated area of the County. Prior to the Authority providing the services to a customer located in the incorporated area of the City, the Authority will issue a notice letter to the City. The letter will provide the name of the property owner, a location map of the property to be served, and the zoning designation for the property.
 - K. Except as provided in the Agreement, the City shall not have the right to acquire the Authority's water and/or sewer lines, pumping stations, facilities, or customers.
 - L. The Authority will make every reasonable effort to provide water and sewer services to those areas that the Authority assumes responsibility for and will do so according to the same rules and regulations that established service in the unincorporated areas of Henry County.
 - M. The City shall not run or extend water lines that would be parallel to existing Authority water lines that have sufficient capacity to provide the water service to the customer(s).
5. Exchange of Service Areas.
 - A. If the Authority is presently or subsequently provides sewer services to property located within the incorporated area of the City or the unincorporated area of the County, and the City is providing water to the customer, a master meter shall be installed at the expense of the Authority and the Authority shall purchase water from the City at its wholesale rate that is set from time to time by the City, which rate

cannot exceed the municipal rate being charged by the Authority to the municipalities of Henry County.

Water lines that are located on the back side of said meter shall become the property of the Authority and shall be operated and maintained by the Authority as part of its system.

- B. If the City is presently or subsequently providing sewer services to property located within the incorporated area of the City, and the Authority is providing water to the customer, a master meter shall be installed at the expense of the City and the City shall purchase water from the Authority at its wholesale rate that is set from time to time by the Authority.

Water lines that are located on the back side of said meter shall become the property of the City and shall be operated and maintained by the City as part of its system.

6. As to wastewater treatment facilities:

- A. The Authority presently has a wastewater treatment facility known as the Indian Creek Wastewater Treatment Facility located west side of I-75 and plans to develop and construct other wastewater treatment facilities in Southern Henry County (all hereinafter called "AWTF"); and
- B. The City presently has wastewater treatment facilities at Indian Creek, east of I-75 (all hereinafter called "CWTF"):
 - 1. All wastewater customers that gravity flow into the Authority's AWTF, whether located inside or outside the incorporated area of the City, shall be served by the Authority.
 - 2. All wastewater customers that gravity flow into the City's CWTF plants, whether located inside or outside the incorporated area of the City, shall be served by the City at said plants.
 - 3. If a customer is located within the incorporated area of the City and cannot be served by the Authority through a gravity flow system, then the customer may be served through a pumping station(s) to a City wastewater treatment plant.

7. Impact Fees.

- A. Except as hereinafter provided, the entity that is providing the service (water or sewer or both) shall receive the impact fees that are assessed by the entity for the service.

- B. Where the City is purchasing water through a master meter to serve a specific customer or development, the City shall collect on the Authority's behalf and pay over to the Authority such water impact fees.
- C. Where the Authority is purchasing water from the City through a master meter to serve a specific customer or development, the Authority shall collect on the City's behalf and pay over to the City such water impact fees.
- D. All impact fees shall be calculated based upon an equivalent dwelling unit ("EDU") which is currently 300 gallons per day ("GPD"). The Authority and the City agree that the EDU for single family residents shall be currently 300 GPD. The entity providing the service shall approve the calculation of impact fees for all commercial and industrial customers.
- E. The entity that is providing the water service shall collect all impact fees that are due under the terms of this Agreement and remit to the appropriate entity within 30 days of issuing the building permits. Failure to collect the impact fees will result in the entity that should have collected the fee being responsible and liable for the payment thereof.

8. If a City water customer fails to pay its bill for wastewater treatment services provided by the Authority, and the bill remains unpaid for a period of sixty (60) days, upon request from the Authority, the City agrees to take action to terminate the water service to the City's water customer until the Authority's wastewater treatment bill has been paid in full. If an Authority water customer fails to pay its bill for wastewater services provided by the City, and the bill remains unpaid for a period of sixty (60) days, upon request from the City, the Authority agrees to pay the bill or terminate the water service to the Authority's customer until the City's wastewater treatment bill has been paid in full.

9. The Authority and the City shall maintain their respective facilities in compliance with all requirements of the United States Environmental Protection Agency, the Georgia Department of Natural Resources, Environmental Protection Division, or their respective successors, at all times during the terms of this Agreement.

10. The City agrees to notify the Authority in writing when it approves construction of any new residential, commercial, and industrial developments that will be served water and/or sewer by the Authority so that the Authority may adequately plan and provide for sufficient wastewater treatment capacity for the City as set forth herein.

11. Except as hereinafter stated, all previous Agreements entered into by the parties are hereby terminated. Any fees, funds, or debts that were owed by either party to the other prior to the date of this Agreement shall remain in full force and effect and will not be waived or amended by this Agreement.

12. Within thirty (30) days of completion of the annexation of property into the City, the City will provide to the Authority a copy of the tax map or plat of the property annexed, the name and address of the property owners, a copy of the annexation application, and a statement as to whether or not the City plans on providing water and/or sewer services to the property.

13. If a water or sewer line should cross a mitigation area owned by the other party to this agreement, the party crossing the mitigation area shall be responsible for obtaining all federal and state permits for the crossing of the same and providing any additional mitigation that is required by any federal or state government agency or entity having jurisdiction thereover. All such costs shall be paid by the entity crossing the mitigation area.

14. Decisions regarding services to customers of the Authority will be made in accordance with the regulations and policies of the Authority without regard as to whether the customer is in the incorporated area of the City or the unincorporated area of the County. The City will not attempt to influence these decisions for individual customers.

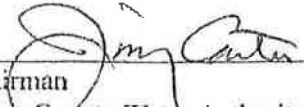
15. This Agreement may be amended between the Authority and the City of Locust Grove without the consent of the remaining cities.

16. This Agreement shall remain in full force and effect for a period of ten (10) years from the date of execution.


17. The City shall be responsible for complying with all laws, rules and regulations that apply to the management, collection and treatment of stormwater or wastewater that occurs within the City limits and shall take what action may be necessary to prevent pollution of any stream or tributary thereof that effects the water quality of any existing or planned portable drinking water sources of the Authority

18. The undersigned, agree that the Water and Sewer Service Delivery Strategies set forth herein will be an efficient and effective method of delivery, and with each entity providing service for a specific area under separate funding. We see no apparent duplication of services nor prospect for consolidation.

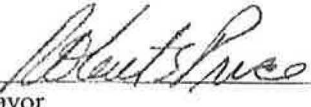
By this inter-local agreement, we, the undersigned, agree that this is the most effective, efficient manner in which to deliver these services to the people of the City and the County, this 1st day of May, 2014.



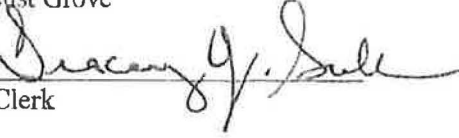
Chairman
Henry County Water Authority

ATTEST: 

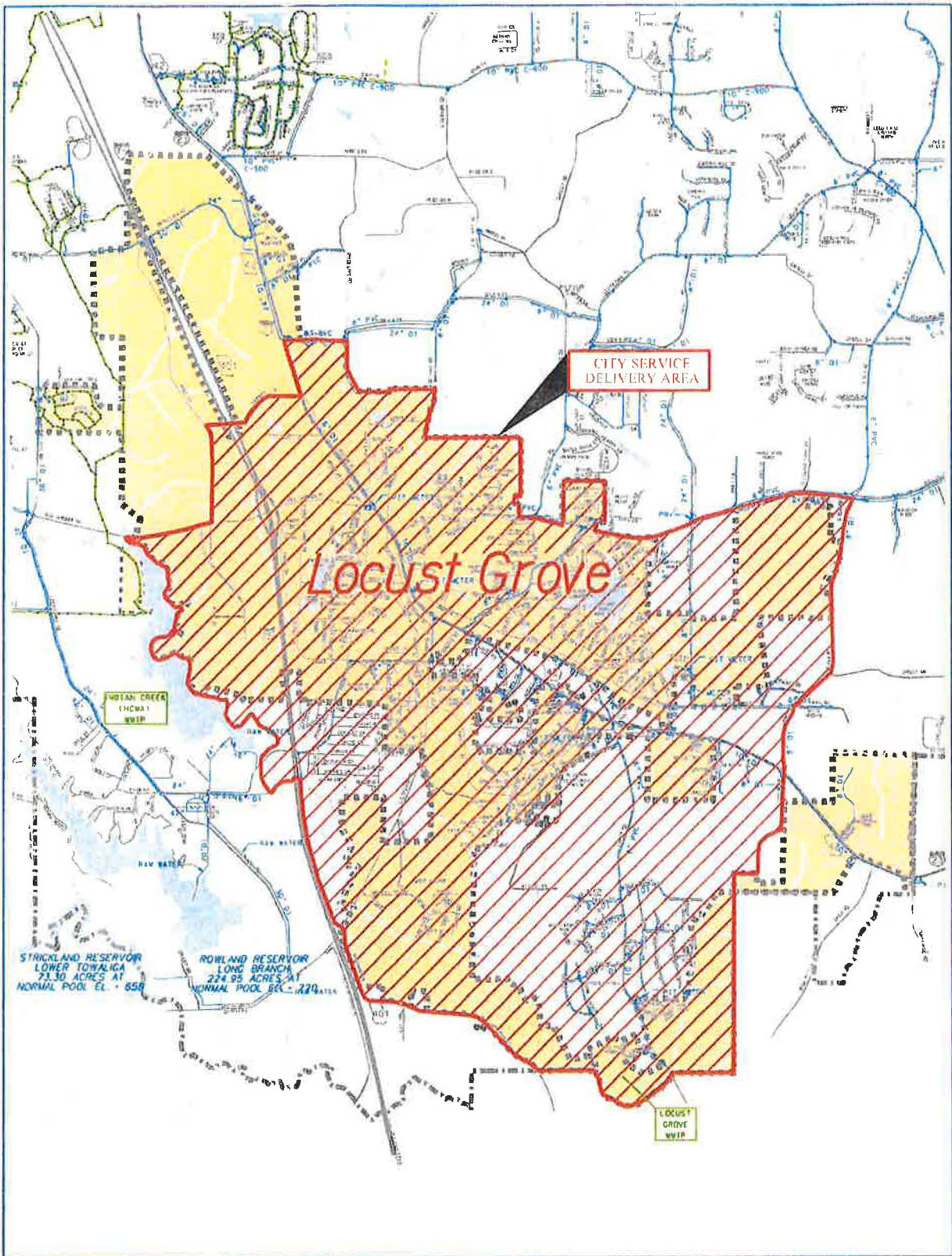
Clerk
Authority Seal



Mayor
City of Locust Grove

ATTEST: 

Clerk
City Seal



SERVICE AREA

**LOCUST GROVE SEWER
SERVICE AREA EXHIBIT**

LOCUST GROVE
CITY LIMITS
AND
SERVICE AREA
BOUNDARY



Exhibit B

**LEGAL DESCRIPTION
COMBINED TRACTS
(GARDNER AND NAIDU)**

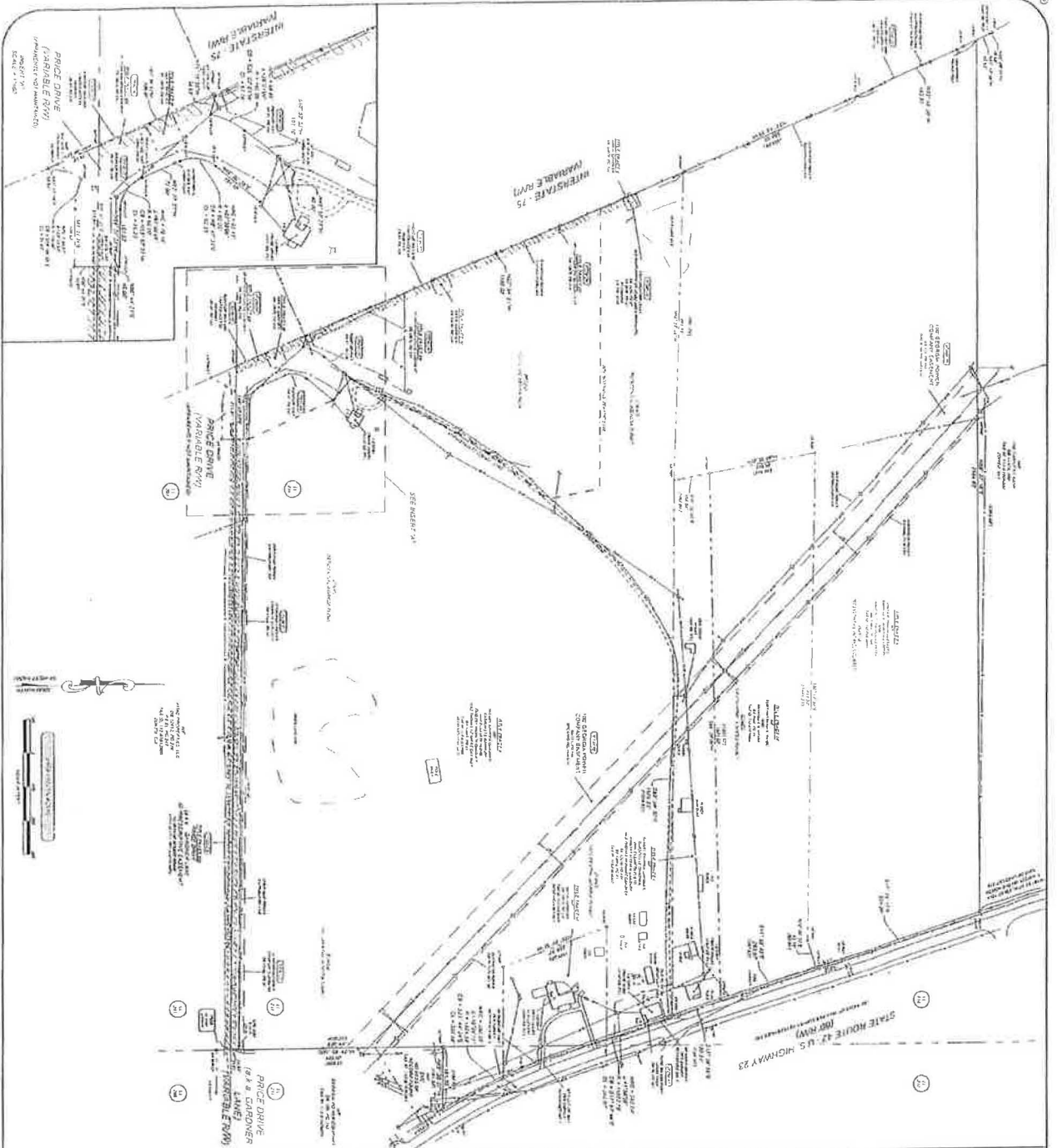
All of that tract or parcel of land lying and being in Land Lots 216 and 217, 2nd District, Henry County, City of Locust Grove, Georgia and being more particularly described as follows:

BEGINNING at a 5/8" rebar found at the land lot corner common to Land Lots 200, 201, 216 and 217 and also being located in the centerline of Price Drive (having a 30 foot prescriptive right-of-way), thence running along said centerline of Price Drive and along the south line of Land Lot 216, North 89°30'35" West, a distance of 1800.66 feet to a 5/8" rebar found; thence leaving said centerline of Price Drive and south line of Land Lot 216 and running along the right-of-way line of Price the following courses and distances; North 00°44'21" East, a distance of 40.00 feet to a 1/2" iron pin and plastic cap placed; North 89°27'27" West, a distance of 101.02 feet to a 1/2" iron pin and plastic cap placed; run northwesterly 70.16 feet along the arc of a curve, concave to the northeast, having a central angle of 67°00'08" and having a radius of 60.00 feet, being subtended by a chord which bears North 55°57'27" West, a distance of 66.23 feet to a 1/2" iron pin and plastic cap placed; North 22°27'27" West, a distance of 72.00 feet to a 1/2" iron pin and plastic cap placed; run northeasterly 65.45 feet along the arc of a curve, concave to the southeast, having a central angle of 62°30'08" and having a radius of 60.00 feet, being subtended by a chord which bears North 08°47'33" East, a distance of 62.25 feet to a 1/2" iron pin and plastic cap placed; North 40°02'33" East, a distance of 101.10 feet to a 1/2" iron pin and plastic cap placed; North 49°57'27" West, a distance of 80.00 feet to a 1/2" iron pin and plastic cap placed; South 40°02'33" West, a distance of 101.10 feet to a 1/2" iron pin and plastic cap placed; run southwesterly 68.46 feet along the arc of a curve, concave to the southeast, having a central angle of 28°01'09" and having a radius of 140.00 feet, being subtended by a chord which bears South 26°02'01" West, a distance of 67.78 feet to a 1/2" iron pin and plastic cap placed; North 75°15'56" West, a distance of 34.69 feet to a 1/2" iron pin and plastic cap placed on the northeasterly right-of-way line of Interstate 75 (having a variable limited access right-of-way);

thence run along said right-of-way line of Interstate 75 the following courses and distances; North $22^{\circ}54'51''$ West, a distance of 1196.08 feet to a $3/8''$ rebar found; North $23^{\circ}13'25''$ West, a distance of 556.05 feet to a concrete right-of-way monument found broken; North $23^{\circ}18'30''$ West, a distance of 403.53 feet to a $3/8''$ rebar found; thence leaving said right-of-way line of Interstate 75 and running along the south property line of property now or formerly owned by The Farmers Bank, North $89^{\circ}37'16''$ East, a distance of 2564.82 feet to a 2" open top pipe found bent on the southwesterly right-of-way line of State Route 42 (a.k.a. U.S. Highway 23 (having an 80 foot right-of-way)); thence running along said right-of-way line of State Route 42 the following courses and distances; South $17^{\circ}35'17''$ East, a distance of 524.00 feet to a $1/2''$ rebar found; South $17^{\circ}33'45''$ East, a distance of 293.87 feet to a $1/2''$ rebar found; South $17^{\circ}38'16''$ East, a distance of 150.54 feet to a $3/8''$ rebar found; run southeasterly 382.09 feet along the arc of a curve, concave to the east, having a central angle of $01^{\circ}50'38''$ and having a radius of 11872.79 feet, being subtended by a chord which bears South $17^{\circ}47'44''$ East, a distance of 382.07 feet; run southeasterly 350.56 feet along the arc of a curve, concave to the northeast, having a central angle of $10^{\circ}26'11''$ and having a radius of 1924.59 feet, being subtended by a chord which bears South $25^{\circ}44'24''$ East, a distance of 350.08 feet to a $1/2''$ rebar found; thence leaving said right-of-way line of State Route 42 and running along the north property line of property now or formerly owned by Electric Membership Corporation, North $89^{\circ}30'02''$ West, a distance of 181.50 feet to a $1/2''$ rebar found on the east line of Land Lot 216; thence running along said east line of Land Lot 216 and the west property line of property now or formerly owned by Electric Membership Corporation and Georgia Power Company South $00^{\circ}08'42''$ West, a distance of 620.44 feet to a $5/8''$ rebar found and the **POINT OF BEGINNING**.

Said tract containing 120.130 acres as depicted on that ALTA/NSPS Land Title Survey prepared by Metro Engineering and Surveying Company, Inc. of McDonough, Georgia, dated 02-22-18 (Job No. 14268)

Exhibit C



GENERAL NOTES

1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.
4. ALL UTILITIES SHOWN ON THIS PLAN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
5. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES FROM DAMAGE DURING CONSTRUCTION.
6. THE CONTRACTOR SHALL MAINTAIN PROPER EROSION CONTROL MEASURES THROUGHOUT THE CONSTRUCTION PERIOD.
7. THE CONTRACTOR SHALL MAINTAIN PROPER DRAINAGE SYSTEMS THROUGHOUT THE CONSTRUCTION PERIOD.
8. THE CONTRACTOR SHALL MAINTAIN PROPER SAFETY MEASURES THROUGHOUT THE CONSTRUCTION PERIOD.
9. THE CONTRACTOR SHALL MAINTAIN PROPER RECORD DRAWINGS THROUGHOUT THE CONSTRUCTION PERIOD.
10. THE CONTRACTOR SHALL MAINTAIN PROPER COMMUNICATIONS THROUGHOUT THE CONSTRUCTION PERIOD.

NO.	DESCRIPTION	DATE
1	PRELIMINARY PLAN	02-22-18
2	FINAL PLAN	02-22-18
3	AS-BUILT PLAN	02-22-18
4	REVISION 1	02-22-18
5	REVISION 2	02-22-18
6	REVISION 3	02-22-18
7	REVISION 4	02-22-18
8	REVISION 5	02-22-18
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102	REVISION 99	02-22-18
103	REVISION 100	02-22-18

AL WINGERS (AND) THE SUTLEY
 144 MARSHES (12/10/02), (12/10/02)
 12/10/02, 12/10/02 AND 12/10/02

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02/22/18	REVISION 100

REVISIONS

1. ALL DIMENSIONS ARE IN FEET AND INCHES.

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METRO ENGINEERING & CONSULTANTS, INC.
 144 MARSHES (12/10/02), (12/10/02)
 12/10/02, 12/10/02 AND 12/10/02



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:HENRY 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?

There are no conflicts between Henry County and the Cities of Hampton, Locust Grove, McDonough, and Stockbridge. The County and Cities have entered into a Joint Comprehensive Plan.

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

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

If "other measures" was checked, describe these measures:
N/A

NOTE:

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

3. What policies, procedures and/or processes have been established by local governments (and water and sewer authorities) to ensure that new extraterritorial water and sewer service will be consistent with all applicable land use plans and ordinances? See Henry County's Service Delivery Strategy Agreement; The County and Cities of Stockbridge, Locust Grove, and Hampton have entered into a comprehensive plan pertaining to water and sewer services. Each City purchases water from the Henry County Water Authority, which is not a required signatory to this SDS Agreement. The Henry County Water Authority and City of McDonough are working to finalize a new IGA on water and sewer services and when finalized will provide a copy of same to the parties and DCA.

4. Person completing form: **Cheri Matthews, County Manager**

Phone number: **770-288-6000** Date completed:

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:



Georgia Department of
Community Affairs



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: HENRY COUNTY

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

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

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
<u>HENRY COUNTY</u>	Chair	Carlotta Harrell		3/26/2021
<u>HAMPTON</u>	Mayor	Steve Hutchison		3/26/2021
<u>LOCUST GROVE</u>	Mayor	Robert Price		
<u>MCDONOUGH</u>	Mayor	Billy Copeland		
<u>STOCKBRIDGE</u>	Mayor	Anthony S. Ford		3/26/2021



Georgia
Community Affairs



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: HENRY COUNTY

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

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

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
<u>HENRY COUNTY</u>	Chair	Carlotta Harrell		3/4/2021
<u>HAMPTON</u>	Mayor	Steve Hutchison		
<u>LOCUST GROVE</u>	Mayor	Robert Price		
<u>MCDONOUGH</u>	Mayor	Billy Copeland		
<u>STOCKBRIDGE</u>	Mayor	Anthony S. Ford		



SERVICE DELIVERY STRATEGY

FORM 4: Certifications

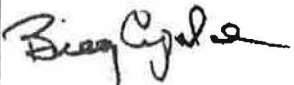
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