



# Douglas County Service Delivery Strategy Submission

2023

# Form 1



**SERVICE DELIVERY STRATEGY**

**FORM 1**

COUNTY: **DOUGLAS**

**I. GENERAL INSTRUCTIONS:**

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

<p><b>OPTION A</b>  <i>Revising or Adding to the SDS</i></p>	<p><b>OPTION B</b>  <i>Extending the Existing SDS</i></p>
<ol style="list-style-type: none"> <li>4. List all services provided or primarily funded by each general purpose local government and authority within the county which are revised or added to the SDS in Section IV, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.)</li> <li>5. For <b>each</b> service or service component listed in Section IV, complete a separate, updated <i>Summary of Service Delivery Arrangements</i> form (FORM 2).</li> <li>6. Complete one copy of the <i>Certifications</i> form (FORM 4) and have it signed by the authorized representatives of participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 4).]</li> </ol>	<ol style="list-style-type: none"> <li>4. In Section IV type, "NONE."</li> <li>5. Complete one copy of the <i>Certifications for Extension of Existing SDS</i> form (FORM 5) and have it signed by the authorized representatives of the participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 5).]</li> <li>6. Proceed to step 7, below.</li> </ol> <div data-bbox="846 1171 1544 1409" style="background-color: #333; color: white; padding: 10px; margin-top: 10px;"> <p><i>For answers to most frequently asked questions on Georgia's Service Delivery Act, links and helpful publications, visit DCA's website at <a href="http://www.dca.ga.gov/development/PlanningQualityGrowth/programs/servicedelivery.asp">http://www.dca.ga.gov/development/PlanningQualityGrowth/programs/servicedelivery.asp</a>, or call the Office of Planning and Quality Growth at (404) 679-5279.</i></p> </div>

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.

See Attachment A

**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.

See Attachment B

**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.

See Attachment C

# **Attachment A**

## Attachment A

### Local Governments and Authorities\*

1. City of Austell
2. City of Douglasville
3. City of Villa Rica
4. Cobb-Douglas Board of Health
5. Community Services Board
6. Department of Family and Children Services
7. Douglas County
8. Douglas County Board of Tax Assessors
9. Douglas County Board of Elections and Registration
10. Douglas County Economic Development Authority
11. Development Authority of the City of Douglasville, Georgia
12. Douglasville-Douglas County Water and Sewer Authority
13. University of Georgia
14. West Georgia Regional Library System
15. Austell Municipal Court (Court – Municipal)
16. Douglasville Municipal Court (Court – Municipal)
17. Villa Rica Municipal Court (Court – Municipal)
18. Coroner (Death Examinations)
19. Downtown Development Authority of City of Douglasville, Georgia
20. City of Villa Rica Downtown Development Authority
21. City of Villa Rica Development Authority

\*Notwithstanding anything herein to the contrary, the Intergovernmental Agreement(s) regarding Service Delivery Strategy between Douglas County and the City of Austell dated February 22, 2023; the City of Douglasville dated December 19, 2022; and the City of Villa Rica dated April 20, 2023; are each incorporated herein by reference hereto as if laid out verbatim, and same shall control over any provision herein to the contrary.

# **Attachment B**

Attachment B  
Services Extended without Change\*

1. Administrative Services – City
2. Administrative Services – County
3. Agricultural Extension
4. Building Inspection and Permits
5. Bus Transit System
6. Cemetery
7. Code Enforcement
8. Court – Municipal
9. Court – State and County
10. Death Examinations
11. Development Control and Administration
12. Downtown Development
13. Economic Development – City
14. Economic Development – County
15. Elections – City
16. Elections – Federal, State, and County
17. Emergency Management
18. Family and Children Services
19. Geographic Information System – City
20. Geographic Information System – County
21. Law Enforcement – City
22. Library
23. Occupational Tax Collection
24. Parks and Recreation – City
25. Parks and Recreation – County
26. Planning and Zoning
27. Prisoner Housing – Municipal Court
28. Property Tax Valuation
29. Public Health
30. Senior Citizen Services
31. Stormwater Management
32. Tax Collection – City
33. Tourism Promotion – City
34. Tourism Promotion – County
35. Wastewater Collection
36. Water Supply
37. Welfare Services



\*Notwithstanding anything herein to the contrary, the Intergovernmental Agreement(s) regarding Service Delivery Strategy between Douglas County and the City of Austell dated February 22, 2023; the City of Douglasville dated December 19, 2022; and the City of Villa Rica dated April 20, 2023; are each incorporated herein by reference hereto as if laid out verbatim, and same shall control over any provision herein to the contrary.

# Tab 1



**SERVICE DELIVERY STRATEGY**

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

**Instructions:**

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

**COUNTY: DOUGLAS**

**Service: Administrative Services - City**

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: **Austell, Douglasville, Villa Rica**)
  
- 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>
Austell	General Fund
Douglasville	General Fund
Villa Rica	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>

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?

None

7. Person completing form: **David Corbin, County Administrator**

Phone number: **770-920-7209**      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:

# **Tab 2**



**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: DOUGLAS**

**Service: Administrative Services - 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.): **Douglas 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>
Douglas 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>

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?

None

7. Person completing form: **David Corbin, County Administrator**

Phone number: **770-920-7209**      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:

# Tab 3





**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: DOUGLAS**

**Service: Agricultural Extension**

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

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

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?

None

7. Person completing form: **David Corbin, County Administrator**

Phone number: **770-920-7209**      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:

# Tab 4



**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: DOUGLAS**

**Service: *Building Inspection and Permits***

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

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

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

**No**

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

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

**SDS FORM 2, continued**

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

<b>Local Government or Authority</b>	<b>Funding Method</b>
Austell	General Fund
Douglasville	General Fund
Villa Rica	General Fund
Douglas County	Special District Revenues

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:

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>

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

For the unincorporated County, references to "Special District Revenues" shall mean Douglas County's Resolution dated April 8, 2014, effective January 1, 2015, creating the unincorporated Special District.

7. Person completing form: **David Corbin, County Administrator**  
 Phone number: **770-920-7209**      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:

# Tab 5



**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: DOUGLAS**

**Service: Bus Transit System**

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.): **Douglas 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>
Douglas County	User Fees, Grants, 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>

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?

None

7. Person completing form: **David Corbin, County Administrator**

Phone number: **770-920-7209**      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:



# Tab 6



**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.

<b>COUNTY: DOUGLAS</b>	<b>Service: Cemetery</b>
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1. Check one box that best describes the agreed upon delivery arrangement for this service:

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

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?

None

7. Person completing form: **David Corbin, County Administrator**

Phone number: **770-920-7209**      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:

# Tab 7



**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: DOUGLAS**

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

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

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

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

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

## SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Austell	General Fund
Douglasville	General Fund
Villa Rica	General Fund
Douglas County	Special District Revenues

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>

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?

For the unincorporated County, references to "Special District Revenues" shall mean Douglas County's Resolution dated April 8, 2014, effective January 1, 2015, creating the unincorporated Special District.

7. Person completing form: **David Corbin, County Administrator**

Phone number: **770-920-7209**      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:

# Tab 8



**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: DOUGLAS**

**Service: Court - 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: **Austell Municipal Court, Douglasville Municipal Court, Villa Rica Municipal Court**)
  
- 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>
Austell	General Fund
Douglasville	General Fund
Villa Rica	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>

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?

None

7. Person completing form: **David Corbin, County Administrator**

Phone number: **770-920-7209**      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:

# Tab 9



**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: DOUGLAS**

**Service: Court - State and 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.): **Douglas County (Juvenile Court, Magistrate Court, State Court, Superior Court)**

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>
Douglas 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>

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?

None

7. Person completing form: **David Corbin, County Administrator**  
 Phone number: **770-920-7209**      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:

# **Tab 10**



**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: DOUGLAS**

**Service: Death Examinations**

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.): **Coroner**
- 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>
Douglas 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>

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?

None

7. Person completing form: **David Corbin, County Administrator**

Phone number: **770-920-7209**      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:

# Tab 11





**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: DOUGLAS**

**Service: Development Control and Administration**

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

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

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

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

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

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

## SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Austell	General Fund
Douglasville	General Fund
Villa Rica	General Fund
Douglas County	Special District Revenues

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>

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?

For the unincorporated County, references to "Special District Revenues" shall mean Douglas County's Resolution dated April 8, 2014, effective January 1, 2015, creating the unincorporated Special District.

7. Person completing form: **David Corbin, County Administrator**

Phone number: **770-920-7209**      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:

# **Tab 12**



**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: DOUGLAS**

**Service: *Downtown Development***

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

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

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

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

**No**

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

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

**SDS FORM 2, continued**

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

<b>Local Government or Authority</b>	<b>Funding Method</b>
Douglasville	General Fund
Villa Rica	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:

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>

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

None

7. Person completing form: **David Corbin, County Administrator**

Phone number: **770-920-7209**      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:

# **Tab 13**



**SERVICE DELIVERY STRATEGY**

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

**Instructions:**

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

COUNTY: DOUGLAS

Service: *Economic Development - City*

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: **Douglasville (Development Authority of the City of Douglasville, Georgia a/k/a City of Douglasville Development Authority), Villa Rica (Villa Rica Development Authority a/k/a Villa Rica Economic Development Authority)\***)
  
- d.)  One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
  
- e.)  Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

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

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

**No**

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

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

**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>
Douglasville	General Fund
Villa Rica	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>

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?

None

7. Person completing form: **David Corbin, County Administrator**

Phone number: **770-920-7209**      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:



## **Economic Development – City**

### **Explanation for Continuing Arrangement**

Pursuant to the Intergovernmental Agreement(s) regarding Service Delivery Strategy between Douglas County and the City of Austell dated February 22, 2023, the City of Douglasville dated December 19, 2022, and the City of Villa Rica dated April 20, 2023, the parties have agreed that there is no unnecessary duplication, overlapping, or competition with respect to this service. Additionally, the jurisdiction of each Development Authority is established by legislative charter and state law.

# Tab 14



**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: DOUGLAS**

**Service: Economic Development - 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.): **Development Authority of Douglas County a/k/a Douglas County Economic 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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Douglas County	General Fund
Douglas Co. Economic Development Authority	Bond Proceeds, Rental Income

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>

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?

None

7. Person completing form: **David Corbin, County Administrator**

Phone number: **770-920-7209**      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:

## **Economic Development – County**

### **Explanation for Continuing Arrangement**

Pursuant to the Intergovernmental Agreement(s) regarding Service Delivery Strategy between Douglas County and the City of Austell dated February 22, 2023, the City of Douglasville dated December 19, 2022, and the City of Villa Rica dated April 20, 2023, the parties have agreed that there is no unnecessary duplication, overlapping, or competition with respect to this service. Additionally, the jurisdiction of each Development Authority is established by legislative charter and state law.

# **Tab 15**



**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: DOUGLAS**

**Service: Elections - City**

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: **Austell, Douglasville, Villa Rica**)
  
- 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>
Austell	General Fund
Douglasville	General Fund
Villa Rica	General Fund

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

No change. The County conducts City Elections on an annual basis pursuant to agreements that automatically renew for one-year periods.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
IGA for Elections	Douglas County, Douglasville	8/1/18 - current
IGA for Elections	Douglas County, Villa Rica	6/24/15 - current

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

None

7. Person completing form: **David Corbin, County Administrator**

Phone number: **770-920-7209**      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:



# Tab 16



**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: DOUGLAS**

**Service: Elections - Federal, State and 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.): **Douglas County Board of Elections and Registration**

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>
Douglas 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>

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?

None

7. Person completing form: **David Corbin, County Administrator**

Phone number: **770-920-7209**      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:

# Tab 17



**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: DOUGLAS**

**Service: Emergency Management**

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

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

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?

None

7. Person completing form: **David Corbin, County Administrator**  
 Phone number: **770-920-7209**      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:

# Tab 18



**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: DOUGLAS**

**Service: Family and Children 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.): **Department of Family and Children Services**
- 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>
Douglas 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>

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?

None

7. Person completing form: **David Corbin, County Administrator**

Phone number: **770-920-7209**      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:

# Tab 19



**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: DOUGLAS**

**Service: Geographic Information System - City**

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: **Austell, Douglasville, Villa Rica**)
  
- 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>
Austell	General Fund
Douglasville	General Fund
Villa Rica	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>

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?

None

7. Person completing form: **David Corbin, County Administrator**  
 Phone number: **770-920-7209**      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:

## **Geographic Information System - City**

### **Explanation for Continuing Arrangement**

Pursuant to the Intergovernmental Agreement(s) regarding Service Delivery Strategy between Douglas County and the City of Austell dated February 22, 2023, the City of Douglasville dated December 19, 2022, and the City of Villa Rica dated April 20, 2023, the parties have agreed that there is no unnecessary duplication, overlapping, or competition with respect to this service.

# Tab 20



**SERVICE DELIVERY STRATEGY**

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

**Instructions:**

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

<b>COUNTY:DOUGLAS</b>	<b>Service:Geographic Information System - County</b>
-----------------------	---

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

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

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?

None

7. Person completing form: **David Corbin, County Administrator**  
 Phone number: **770-920-7209**      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:



## **Geographic Information System - County**

### **Explanation for Continuing Arrangement**

Pursuant to the Intergovernmental Agreement(s) regarding Service Delivery Strategy between Douglas County and the City of Austell dated February 22, 2023, the City of Douglasville dated December 19, 2022, and the City of Villa Rica dated April 20, 2023, the parties have agreed that there is no unnecessary duplication, overlapping, or competition with respect to this service.

# **Tab 21**



**SERVICE DELIVERY STRATEGY**

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

**Instructions:**

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

<b>COUNTY: DOUGLAS</b>	<b>Service: Law Enforcement - City</b>
------------------------	--

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

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

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?

None

7. Person completing form: **David Corbin, County Administrator**

Phone number: **770-920-7209**      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:

**Tab 22**



**SERVICE DELIVERY STRATEGY**

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

**Instructions:**

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

**COUNTY: DOUGLAS**

**Service: Library**

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

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

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

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

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

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

## SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Douglas County	General Fund
Villa Rica	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>

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?

None

7. Person completing form: **David Corbin, County Administrator**

Phone number: **770-920-7209**      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:

**Tab 23**





**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: DOUGLAS**

**Service: Occupational Tax Collection**

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

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

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

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

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

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

**SDS FORM 2, continued**

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Austell	General Fund
Douglasville	General Fund
Villa Rica	General Fund
Douglas County	Special District Revenues

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>

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?

For the unincorporated County, references to "Special District Revenues" shall mean Douglas County's Resolution dated April 8, 2014, effective January 1, 2015, creating the unincorporated Special District.

7. Person completing form: **David Corbin, County Administrator**  
 Phone number: **770-920-7209**      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:

**Tab 24**



**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: DOUGLAS**

**Service: Parks and Recreation - City**

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: **Austell, Douglasville, Villa Rica**)
  
- 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>
Austell	General Fund
Douglasville	General Fund
Villa Rica	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>

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?

None

7. Person completing form: **David Corbin, County Administrator**  
 Phone number: **770-920-7209**      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:

**Tab 25**



**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: DOUGLAS**

**Service: Parks and Recreation - 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.): **Douglas 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>
Douglas 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>

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?

None

7. Person completing form: **David Corbin, County Administrator**

Phone number: **770-920-7209**      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:



**Tab 26**



**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: DOUGLAS**

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

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

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

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

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

**SDS FORM 2, continued**

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Austell	General Fund
Douglasville	General Fund
Villa Rica	General Fund
Douglas County	Special District Revenues

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>

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?

For the unincorporated County, references to "Special District Revenues" shall mean Douglas County's Resolution dated April 8, 2014, effective January 1, 2015, creating the unincorporated Special District.

7. Person completing form: **David Corbin, County Administrator**  
 Phone number: **770-920-7209**      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:

# Tab 27



**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: DOUGLAS**

**Service: Prisoner Housing - 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: **Austell, Douglasville, Villa Rica**)

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>
Austell	General Fund/City Fines, Forfeitures, and Add-ons
Douglasville	General Fund/City Fines, Forfeitures, and Add-ons
Villa Rica	General Fund/City Fines, Forfeitures, and Add-ons

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>

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?

None

7. Person completing form: **David Corbin, County Administrator**  
 Phone number: **770-920-7209**      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:

**Tab 28**



**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: DOUGLAS**

**Service: Property Tax Valuation**

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

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

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?

None

7. Person completing form: **David Corbin, County Administrator**  
 Phone number: **770-920-7209**      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:

# Tab 29



**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: DOUGLAS**

**Service: Public Health**

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

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

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?

None

7. Person completing form: **David Corbin, County Administrator**  
 Phone number: **770-920-7209**      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:

# Tab 30



**SERVICE DELIVERY STRATEGY**

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

**Instructions:**

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

<b>COUNTY:DOUGLAS</b>	<b>Service:Senior Citizen Services</b>
-----------------------	--

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

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

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?

None

7. Person completing form: **David Corbin, County Administrator**  
 Phone number: **770-920-7209**      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:

**Tab 31**





**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: DOUGLAS**

**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.):

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.): **Douglasville-Douglas County Water and Sewer Authority**

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>
Douglasville-Douglas County Water and Sewer Authority	User Fees
Austell	General Fund; User Fees
Villa Rica	General Fund; User Fees

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

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>
IGA for SDS	Douglas County, Austell	2/22/2023 - 10/31/2033
IGA	Douglas County, Douglasville	12/19/2022 - 10/31/2033
IGA	Douglas County, Villa Rica	04/20/2023 - 10/31/2033

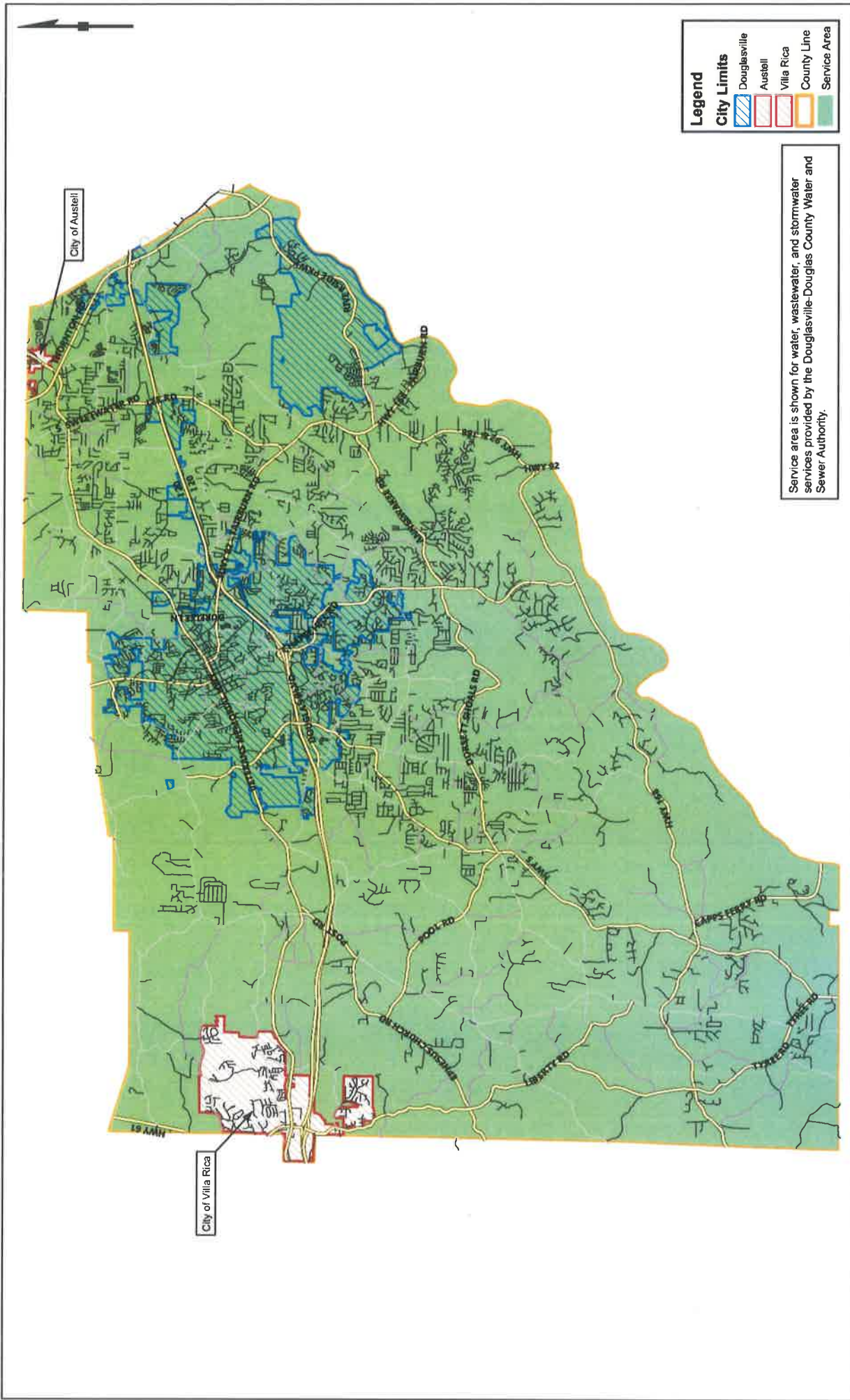
6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

See IGAs between local governments and the Douglasville-Douglas County Water and Sewer Authority attached in the Agreements section of this submission.

7. Person completing form: **David Corbin, County Administrator**  
 Phone number: **770-920-7209**      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:



**Douglasville - Douglas County Water and Sewer Authority Service Area**



# Tab 32



**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: DOUGLAS**

**Service: Tax Collection - City**

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: **Austell, Douglasville, Villa Rica**)
  
- 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>
Austell	General Fund
Douglasville	General Fund
Villa Rica	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>
Agreement	Douglas County Tax Commissioner, Douglasville, and Douglas County	1/1/21 - 12/31/24
Agreement	Douglas County Tax Commissioner, Villa Rica, and Douglas County	1/1/21 - 12/31/24

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?

None

7. Person completing form: **Frederick Perry, Deputy County Administrator**  
 Phone number: **770-920-7264**      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:

# Tab 33



**SERVICE DELIVERY STRATEGY**

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

**Instructions:**

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

<b>COUNTY: DOUGLAS</b>	<b>Service: <i>Tourism Promotion - City</i></b>
------------------------	---

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

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

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>

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?

None

7. Person completing form: **David Corbin, County Administrator**  
 Phone number: **770-920-7209**      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:

**Tab 34**



**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: DOUGLAS**

**Service: *Tourism Promotion - 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.): **Douglas 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>
Douglas County	Hotel/Motel Taxes

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>

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?

None

7. Person completing form: **David Corbin, County Administrator**  
 Phone number: **770-920-7209**      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:

**Tab 35**



**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: DOUGLAS**

**Service: Wastewater Collection**

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

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- b.)  Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- c.)  One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
  
- 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.): **Douglasville-Douglas County Water and Sewer Authority (for Douglasville and Unincorporated Douglas County), Austell, Villa Rica**

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>
Douglasville-Douglas County Water and Sewer Authority	User Fees
Austell	User Fees
Villa Rica	User Fees

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

No change

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

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

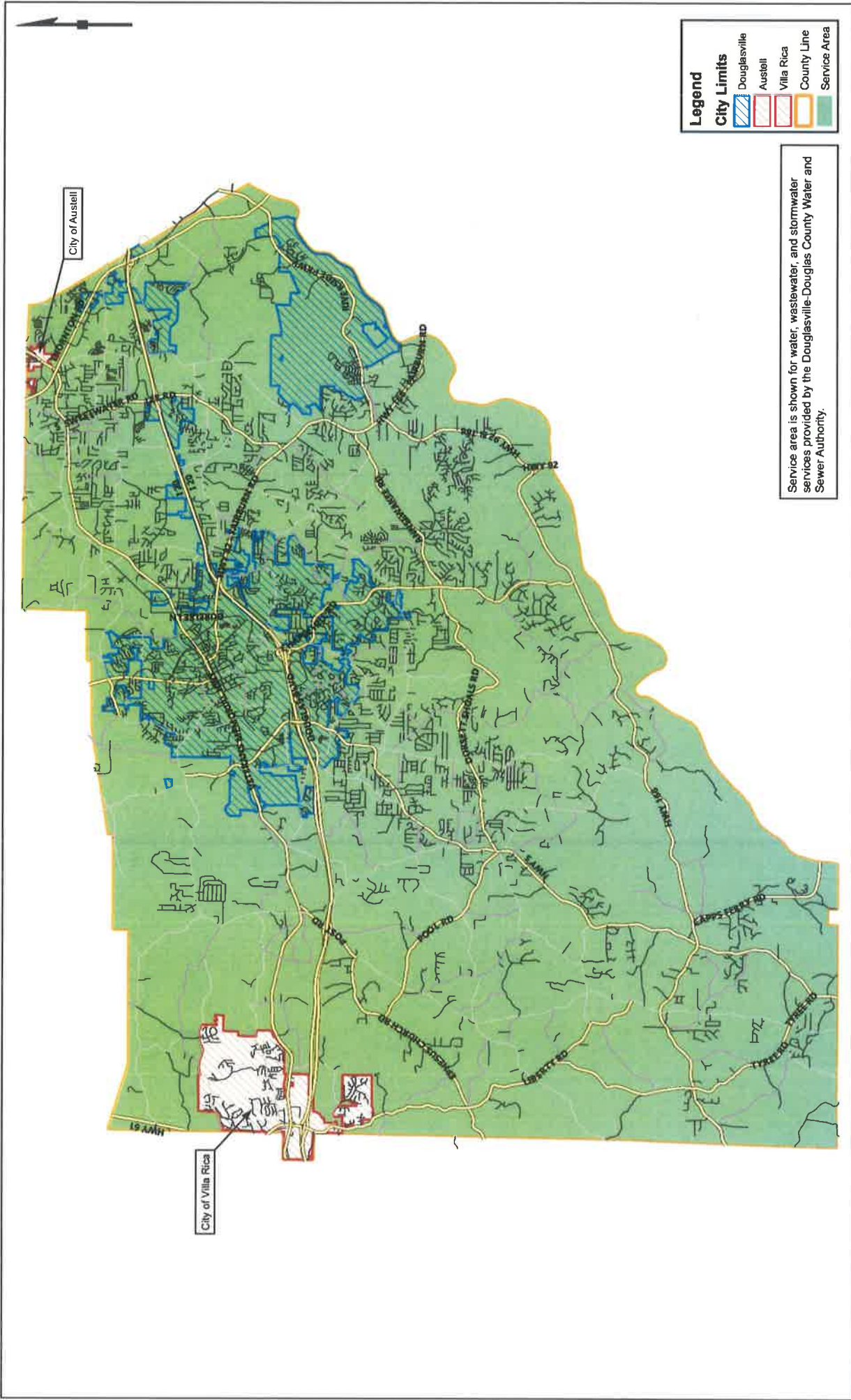
6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None

7. Person completing form: **David Corbin, County Administrator**  
 Phone number: **770-920-7209**      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:



**Douglasville - Douglas County Water and Sewer Authority Service Area**





**Tab 36**



**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: DOUGLAS**

**Service: Water Supply**

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

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

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>
Douglasville-Douglas County Water and Sewer Authority	User Fees
Austell	User Fees
Villa Rica	User Fees

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

No change

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

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

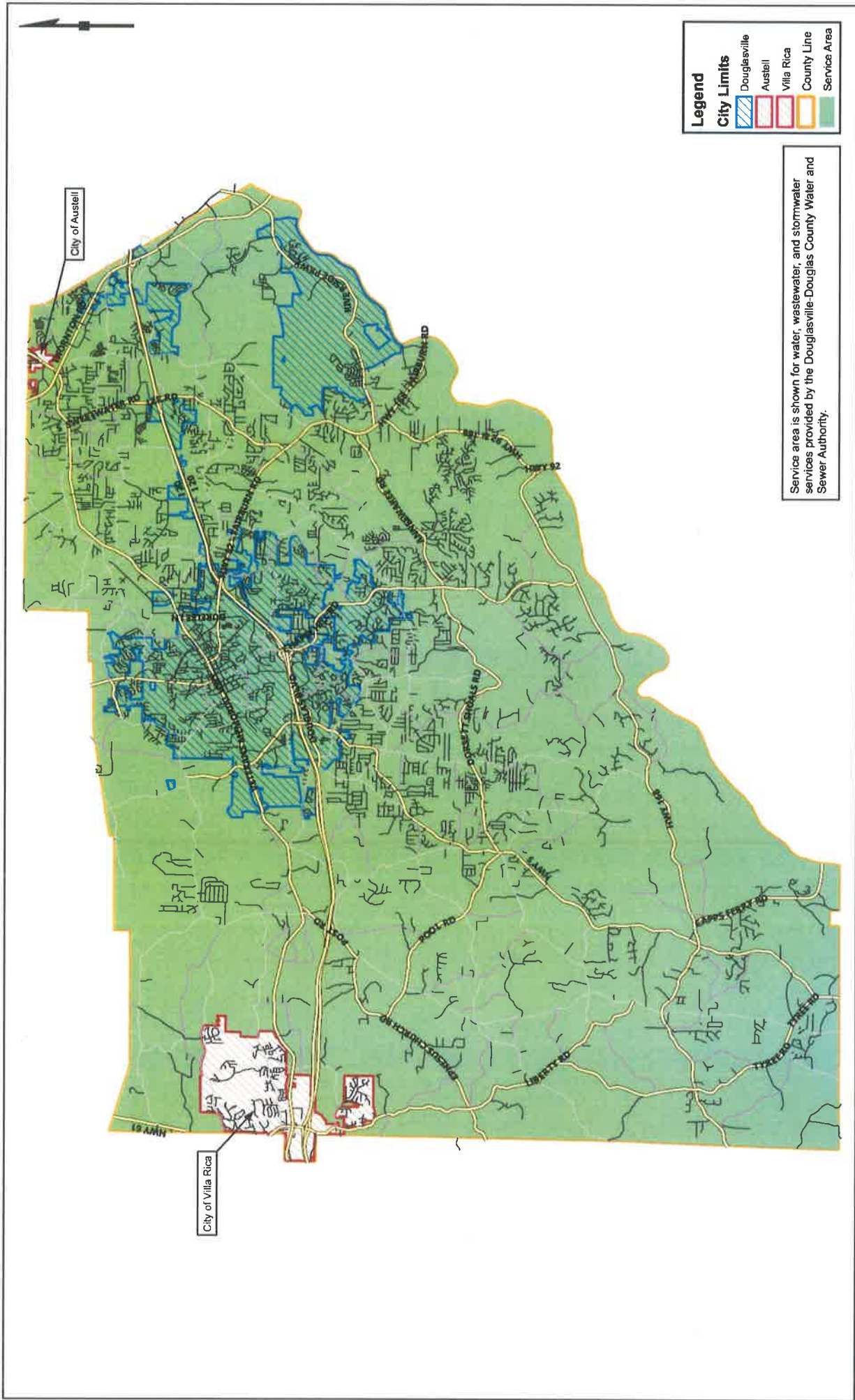
6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None

7. Person completing form: **David Corbin, County Administrator**  
 Phone number: **770-920-7209**      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:



**Douglasville - Douglas County Water and Sewer Authority Service Area**



**Tab 37**



**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: DOUGLAS**

**Service: Welfare 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.): **Community Services Board**
- 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>
Douglas 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>

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?

None

7. Person completing form: **David Corbin, County Administrator**

Phone number: **770-920-7209**      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:

# **Attachment C**



Attachment C  
Services Extended with Change\*

1. 911 Call Answering, Emergency Vehicle Dispatch
2. Animal Control – City
3. Animal Control – Unincorporated Portion of County
4. City Street System Construction
5. City Street System Maintenance
6. County Road System Construction
7. County Road System Maintenance
8. Emergency Medical Services
9. Fire Protection – City
10. Fire Protection – Unincorporated Portion of County
11. Solid Waste Collection – City Curbside Service
12. Solid Waste Collection – County Collection Sites

\*Notwithstanding anything herein to the contrary, the Intergovernmental Agreement(s) regarding Service Delivery Strategy between Douglas County and the City of Austell dated February 22, 2023; the City of Douglasville dated December 19, 2022; and the City of Villa Rica dated April 20, 2023; are each incorporated herein by reference hereto as if laid out verbatim, and same shall control over any provision herein to the contrary.

# Tab 1



**SERVICE DELIVERY STRATEGY**

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

**Instructions:**

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

**COUNTY: DOUGLAS**

**Service: 911 Call Answering, Emergency Vehicle 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.): **Douglas 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>
Douglas County	911 Fees

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

The Intergovernmental Agreement(s) regarding Service Delivery Strategy between Douglas County and the City of Austell dated February 22, 2023; the City of Douglasville dated December 19, 2022; and the City of Villa Rica dated April 20, 2023; are each incorporated herein by reference hereto as if laid out verbatim, and same shall control over any provision herein to the contrary.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
IGA for SDS	Douglas County, Austell	2/22/23 - 10/31/33
IGA for SDS	Douglas County, Douglasville	12/19/22 - 10/31/33
IGA for SDS	Douglas County, Villa Rica	4/20/23 - 10/31/33

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?

None

7. Person completing form: **David Corbin, County Administrator**  
 Phone number: **770-920-7209**      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:

# **Tab 2**



**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: DOUGLAS**

**Service: Animal Control - City**

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: **Austell, Douglasville, Villa Rica**)
  
- 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>
Austell	General Fund
Douglasville	General Fund
Villa Rica	General Fund

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

The Intergovernmental Agreement(s) regarding Service Delivery Strategy between Douglas County and the City of Austell dated February 22, 2023; the City of Douglasville dated December 19, 2022; and the City of Villa Rica dated April 20, 2023; are each incorporated herein by reference hereto as if laid out verbatim, and same shall control over any provision herein to the contrary

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
IGA for SDS	Douglas County, Austell	2/22/23 - 10/31/33
IGA for SDS	Douglas County, Douglasville	12/19/22 - 10/31/33
IGA for SDS	Douglas County, Villa Rica	4/20/23 - 10/31/33

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?

None.

7. Person completing form: **David Corbin, County Administrator**  
 Phone number: **770-920-7209**      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:

# Tab 3





**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: DOUGLAS**

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

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

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

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

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

## SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Douglas County	Special District Revenues

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

The Intergovernmental Agreement(s) regarding Service Delivery Strategy between Douglas County and the City of Austell dated February 22, 2023; the City of Douglasville dated December 19, 2022; and the City of Villa Rica dated April 20, 2023; are each incorporated herein by reference hereto as if laid out verbatim, and same shall control over any provision herein to the contrary

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
IGA for SDS	Austell, Douglas County	2/22/23 - 10/31/33
IGA for SDS	Douglasville, Douglas County	12/19/22 - 10/31/33
IGA for SDS	Villa Rica, Douglas County	4/20/23 - 10/31/33

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?

For the unincorporated County, references to "Special District Revenues" shall mean Douglas County's Resolution dated April 8, 2014, effective January 1, 2015, creating the unincorporated Special District.

7. Person completing form: **David Corbin, County Administrator**  
 Phone number: **770-920-7209**      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:

# Tab 4



**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: DOUGLAS**

**Service: City Street System Construction**

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

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

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

The Intergovernmental Agreement(s) regarding Service Delivery Strategy between Douglas County and the City of Austell dated February 22, 2023; the City of Douglasville dated December 19, 2022; and the City of Villa Rica dated April 20, 2023; are each incorporated herein by reference hereto as if laid out verbatim, and same shall control over any provision herein to the contrary

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
IGA for SDS	Douglas County, Austell	2/22/23 - 10/31/33
IGA for SDS	Douglas County, Douglasville	12/19/22 - 10/31/33
IGA for SDS	Douglas County, Villa Rica	4/20/23 - 10/31/33

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?

None

7. Person completing form: **David Corbin, County Administrator**  
 Phone number: **770-920-7209**      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:

# Tab 5



**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: DOUGLAS**

**Service: City Street System 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: **Austell, Douglasville, Villa Rica**)
  
- 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>
Austell	SPLOST, State and Federal Funding, General Fund
Douglasville	SPLOST, State and Federal Funding, General Fund
Villa Rica	SPLOST, State and Federal Funding, General Fund
Douglas County	SPLOST, State and Federal Funding, General Fund

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

The Intergovernmental Agreement(s) regarding Service Delivery Strategy between Douglas County and the City of Austell dated February 22, 2023; the City of Douglasville dated December 19, 2022; and the City of Villa Rica dated April 20, 2023; are each incorporated herein by reference hereto as if laid out verbatim, and same shall control over any provision herein to the contrary

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
IGA for SDS	Douglas County, Austell	2/22/23 - 10/31/33
IGA for SDS	Douglas County, Douglasville	12/19/22 - 10/31/33
IGA for SDS	Douglas County, Villa Rica	4/20/23 - 10/31/33

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?

None

7. Person completing form: **David Corbin, County Administrator**  
 Phone number: **770-920-7209**      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:



# Tab 6



**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: DOUGLAS**

**Service: County Road System Construction**

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

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

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

The Intergovernmental Agreement(s) regarding Service Delivery Strategy between Douglas County and the City of Austell dated February 22, 2023; the City of Douglasville dated December 19, 2022; and the City of Villa Rica dated April 20, 2023; are each incorporated herein by reference hereto as if laid out verbatim, and same shall control over any provision herein to the contrary

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
IGA for SDS	Douglas County, Austell	2/22/23 - 10/31/33
IGA for SDS	Douglas County, Douglasville	12/19/22 - 10/31/33
IGA for SDS	Douglas County, Villa Rica	4/20/23 - 10/31/33

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?

None

7. Person completing form: **David Corbin, County Administrator**  
 Phone number: **770-920-7209**      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:

# Tab 7



**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: DOUGLAS**

**Service: County Road System 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.): **Douglas 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>
Douglas County	SPLOST, State and Federal Funding, General Fund

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

The Intergovernmental Agreement(s) regarding Service Delivery Strategy between Douglas County and the City of Austell dated February 22, 2023; the City of Douglasville dated December 19, 2022; and the City of Villa Rica dated April 20, 2023; are each incorporated herein by reference hereto as if laid out verbatim, and same shall control over any provision herein to the contrary

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
IGA for SDS	Douglas County, Austell	2/22/23 - 10/31/33
IGA for SDS	Douglas County, Douglasville	12/19/22 - 10/31/33
IGA for SDS	Douglas County, Villa Rica	4/20/23 - 10/31/33

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?

None

7. Person completing form: **David Corbin, County Administrator**  
 Phone number: **770-920-7209**      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:

# Tab 8



**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: DOUGLAS**

**Service: Emergency Medical Services**

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

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

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

The Intergovernmental Agreement(s) regarding Service Delivery Strategy between Douglas County and the City of Austell dated February 22, 2023; the City of Douglasville dated December 19, 2022; and the City of Villa Rica dated April 20, 2023; are each incorporated herein by reference hereto as if laid out verbatim, and same shall control over any provision herein to the contrary

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
IGA for SDS	Douglas County, Austell	2/22/23 - 10/31/33
IGA for SDS	Douglas County, Douglasville	12/19/22 - 10/31/33
IGA for SDS	Douglas County, Villa Rica	4/20/23 - 10/31/33

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?

None

7. Person completing form: **David Corbin, County Administrator**

Phone number: **770-920-7209**      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:

# Tab 9



**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: DOUGLAS**

**Service: Fire Protection - City**

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: **Austell, Douglasville, Villa Rica**)

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>
Austell	General Fund
Douglasville	General Fund
Villa Rica	General Fund

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

The Intergovernmental Agreement(s) regarding Service Delivery Strategy between Douglas County and the City of Austell dated February 22, 2023; the City of Douglasville dated December 19, 2022; and the City of Villa Rica dated April 20, 2023; are each incorporated herein by reference hereto as if laid out verbatim, and same shall control over any provision herein to the contrary.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
IGA for SDS	Douglas County, Austell	2/22/23 - 10/31/33
IGA for SDS	Douglas County, Douglasville	12/19/22 - 10/31/33
IGA for SDS	Douglas County, Villa Rica	4/20/23 - 10/31/33

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?

None

7. Person completing form: **David Corbin, County Administrator**  
 Phone number: **770-920-7209**      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:

# Tab 10



**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: DOUGLAS**

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

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

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

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

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

**SDS FORM 2, continued**

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

<b>Local Government or Authority</b>	<b>Funding Method</b>
Douglas County	Special District Revenues

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

The Intergovernmental Agreement(s) regarding Service Delivery Strategy between Douglas County and the City of Austell dated February 22, 2023; the City of Douglasville dated December 19, 2022; and the City of Villa Rica dated April 20, 2023; are each incorporated herein by reference hereto as if laid out verbatim, and same shall control over any provision herein to the contrary.

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
IGA for SDS	Douglas County, Austell	2/22/23 - 10/31/33
IGA for SDS	Douglas County, Douglasville	12/19/22 - 10/31/33
IGA for SDS	Douglas County, Villa Rica	4/20/23 - 10/31/33

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?

For the unincorporated County, references to "Special District Revenues" shall mean Douglas County's Resolution dated April 8, 2014, effective January 1, 2015, creating the unincorporated Special District.

7. Person completing form: **David Corbin, County Administrator**  
 Phone number: **770-920-7209**      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:

# Tab 11





**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: DOUGLAS**

**Service: Solid Waste Collection - City Curbside 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.):

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: **Austell, Douglasville, Villa Rica**)

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>
Austell	User Fees/City Enterprise Funds
Douglasville	User Fees/City Enterprise Funds
Villa Rica	User Fees/City Enterprise Funds

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

No change

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

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

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?

None

7. Person completing form: **David Corbin, County Administrator**  
 Phone number: **770-920-7209**      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:

# Tab 12



**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: DOUGLAS**

**Service: Solid Waste Collection - County Collection Sites**

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.): **Douglas 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>
Douglas County	Enterprise Funds; User Fees; Grants

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>

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?

None

7. Person completing form: **David Corbin, County Administrator**  
 Phone number: **770-920-7209**      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:

# Form 3



**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: DOUGLAS**

1. What incompatibilities or conflicts between the land use plans of local governments were identified in the process of developing the service delivery strategy?  
 NONE

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

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

If "other measures" was checked, describe these measures:

**NOTE:**

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

3. What policies, procedures and/or processes have been established by local governments (and water and sewer authorities) to ensure that new extraterritorial water and sewer service will be consistent with all applicable land use plans and ordinances? The Intergovernmental Agreement(s) regarding Service Delivery Strategy between Douglas County and the City of Austell dated February 22, 2023; the City of Douglasville dated December 19, 2022; and the City of Villa Rica dated April 20, 2023; are each incorporated herein by reference hereto as if laid out verbatim, and same shall control over any provision herein to the contrary. The IGAs between Douglas County and the Douglasville-Douglas County Water and Sewer Authority, dated 12/9/2003, and the City of Douglasville and the Douglasville-Douglas County Water and Sewer Authority, dated 9/19/2002.

4. Person completing form: **David Corbin, County Administrator**

Phone number: **770-920-7209**      Date completed: Type Date Here

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:

# Form 4





**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: DOUGLAS**

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>AUSTELL</u>	Mayor	Ollie B. Clemons, Jr.	<i>Ollie B. Clemons, Jr.</i>	SEPT. 6 2023
<u>DOUGLASVILLE</u>	Mayor	Rochelle Robinson	<i>Rochelle Robinson</i>	6 Sept. '23
<u>VILLA RICA</u>	Mayor	Gil McDougal	<i>G. McDougal</i>	9.7.23
<u>DOUGLAS COUNTY</u>	Chairperson	Phil Miller	<i>Phil D. Miller</i>	9-8-23

\*Notwithstanding anything herein to the contrary, the Intergovernmental Agreement(s) regarding Service Delivery Strategy between Douglas County and the City of Austell dated February 22, 2023; the City of Douglasville dated December 19, 2022; and the City of Villa Rica dated April 20, 2023; are each incorporated herein by reference hereto as if laid out verbatim, and same shall control over any provision herein to the contrary.

# **Agreements**

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF AUSTELL AND DOUGLAS COUNTY, GEORGIA  
FOR SERVICE DELIVERY STRATEGY AND LOCAL OPTION SALES TAX**

**THIS INTERGOVERNMENTAL AGREEMENT ("IGA")** is entered into by and between the City of Austell ("Austell") and Douglas County, Georgia ("Douglas County"), on this the 22 day of February, 2023.

**WHEREAS**, Austell is a municipal corporation existing under the laws of the State of Georgia; and

**WHEREAS**, Douglas County is a body corporate and politic existing under the laws of the State of Georgia; and

**WHEREAS**, Article 9, Section 3, Paragraph 1 of the Georgia Constitution authorizes Austell and Douglas County to enter into an intergovernmental agreement for any period not exceeding 50 years with each other for the purpose of providing joint services, for the provision of services, or for the joint or separate use of facilities or equipment; and

**WHEREAS**, O.C.G.A. § 48-8-80, *et seq.*, also authorizes Austell, Douglas County, and all other eligible municipalities to enter into an agreement for the distribution of LOST proceeds during the term of any tax levied thereunder; and

**WHEREAS**, the parties previously agreed to a ten year Local Option Sales Tax ("LOST") Agreement and corresponding Distribution Certificates (for years 2023 through 2032), which were filed with the Georgia Department of Revenue Commissioner on or about December 20, 2022; and

**WHEREAS**, the current Service Delivery Strategy ("SDS") Agreement expires on October 31, 2023; and

**WHEREAS**, the current SDS Agreement contains Forms 1 through 4 and related Agreements verified by the Georgia Department of Community Affairs on February 5, 2015; and

**WHEREAS**, the current SDS includes an agreement between Austell and Douglas County for the Provision and Funding of Animal Control Services; and

**WHEREAS**, Austell and Douglas County desire to establish their intent and the terms, conditions, and responsibilities of each with respect to the renegotiated agreements for SDS and reconfirm the distribution of LOST proceeds for years 2023 through 2032 via this Intergovernmental Agreement ("IGA"); and

**WHEREAS**, Austell and Douglas County have authorized the execution of this IGA through appropriate actions of their respective governing bodies.

**NOW THEREFORE**, in consideration of the following mutual obligations, and with the above preamble incorporated herein, Austell and Douglas County do hereby agree as follows:

1. Austell and Douglas County agree to renew the current SDS Agreement verified by the Georgia Department of Community Affairs on February 5, 2015, except as otherwise provided herein (subject to the correction of any mutually agreed typographical errors contained within the current SDS Agreement verified by the Georgia Department of Community Affairs on February 5, 2015);

2. The Agreement for Provision and Funding of Animal Control Services shall remain in effect through October 31, 2033, at which time same shall automatically terminate unless a new written agreement regarding same is entered into between the parties;

3. For Animal Control Services, beginning January 1, 2023 through October 31, 2033, Paragraph 3.5 of the current SDS Agreement verified by the Georgia Department of Community Affairs on February 5, 2015 shall be modified to reflect Austell's population as 0.09% of Douglas County's total population for all purposes hereunder;

4. Nothing herein is intended to replace any other forms of revenue available to Douglas County for the provision of Emergency Medical Services within its current EMS district/zone, including County-wide sources of revenue, general fund, contracts, grants, and other sources;

5. Nothing herein shall be construed to prohibit Douglas County from maintaining its roads through County-wide sources of revenue, general fund, contracts, grants, and other sources. Austell shall maintain its streets through any of its available sources of revenue to Austell; and

6. Any partial year obligation described in items 1-5 above shall be prorated accordingly.

7. Austell and Douglas County have agreed to the following LOST distribution for years January 1, 2023 through December 31, 2032 as follows:

<b>Calendar Year(s)</b>	<b>LOST Percentage of Distribution</b>
2023, 2024, and 2025	Douglasville: 25.5% Villa Rica: 5.35% Austell: 0.10% Douglas County: 69.05%
2026, 2027, 2028 and 2029	Douglasville: 26.5% Villa Rica: 5.56% Austell: 0.10% Douglas County: 67.84%
2030, 2031 and 2032	Douglasville: 27.5% Villa Rica: 5.77% Austell: 0.10% Douglas County: 66.63%

8. Austell and Douglas County shall sign such other and further documents as may be necessary to effectuate the terms of this IGA.


9. Should any phrase, clause, sentence, or paragraph of this IGA be held invalid or unconstitutional, the remainder of this IGA shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the IGA unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this IGA or materially affects the operation of this IGA.

10. This IGA 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.

(Signature Pages To Follow)

**IN WITNESS WHEREOF**, the parties hereto have executed this Intergovernmental Agreement through their duly authorized officers as approved by each governing body on the day and year above written.

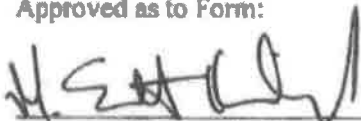
**CITY OF AUSTELL:**

  
Ollie B. Clemons, Jr., Mayor  
City of Austell

**ATTEST:**

  
Elizabeth Young, City Clerk (Seal)

Approved as to Form:

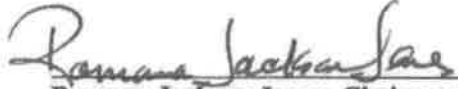
  
M. Scott Kimbrough, City Attorney



(Douglas County Signature Page To Follow)

**IN WITNESS WHEREOF**, the parties hereto have executed this Intergovernmental Agreement through their duly authorized officers as approved by each governing body on the day and year above written.

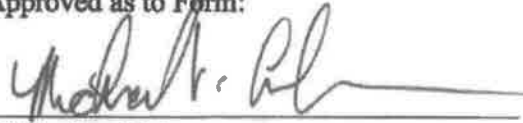
**DOUGLAS COUNTY, GEORGIA**

  
Romona Jackson Jones, Chairman  
Douglas County Board of Commissioners

**ATTEST:**

  
Lisa Watson, County Clerk

Approved as to Form:

  
Michael V. Coleman, County Attorney



**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF DOUGLASVILLE AND DOUGLAS COUNTY, GEORGIA  
FOR SERVICE DELIVERY STRATEGY AND LOCAL OPTION SALES TAX**

**THIS INTERGOVERNMENTAL AGREEMENT (“IGA”)** is entered into by and between the City of Douglasville (“Douglasville”) and Douglas County, Georgia (“Douglas County”), on this the 19 day of December, 2022.

**WHEREAS**, the City of Douglasville is a municipal corporation existing under the laws of the State of Georgia; and

**WHEREAS**, Douglas County, Georgia is a body corporate and politic existing under the laws of the State of Georgia; and

**WHEREAS**, Article 9, Section 3, Paragraph 1 of the Georgia Constitution authorizes Douglasville and Douglas County to enter into an intergovernmental agreement for any period not exceeding 50 years with each other for the purpose of providing joint services, for the provision of services, or for the joint or separate use of facilities or equipment; and

**WHEREAS**, O.C.G.A. § 48-8-80, *et seq.*, also authorizes Douglasville, Douglas County, and all other eligible municipalities to enter into an agreement for the distribution of LOST proceeds during the term of any tax levied thereunder; and

**WHEREAS**, the current Local Option Sales Tax (“LOST”) Agreement and corresponding Distribution Certificate expires on December 31, 2022; and

**WHEREAS**, the current Service Delivery Strategy (“SDS”) Agreement expires on October 31, 2023; and

**WHEREAS**, the current SDS Agreement contains Forms 1 through 4 and related Agreements verified by the Georgia Department of Community Affairs on February 5, 2015; and

**WHEREAS**, the current SDS includes an agreement between Douglasville and Douglas County for the Provision and Funding of Animal Control Services; and

**WHEREAS**, the current SDS includes an agreement between Douglasville and Douglas County for the Provision and Funding of Fire Protection Services and Emergency Medical Services; and

**WHEREAS**, the current SDS includes a Roads Agreement and a City Streets Agreement between Douglasville and Douglas County; and

**WHEREAS**, Douglasville and Douglas County desire to establish their intent and the terms, conditions, and responsibilities of each with respect to the renegotiated agreements for SDS and the distribution of LOST proceeds via this Intergovernmental Agreement (“IGA”); and



**WHEREAS**, Douglasville and Douglas County have authorized the execution of this IGA through appropriate actions of their respective governing bodies.

**NOW THEREFORE**, in consideration of the following mutual obligations, and with the above preamble incorporated herein, Douglasville and Douglas County do hereby agree as follows:

1. Douglasville shall receive twenty-five and one-half percent (25.5%) as its share of LOST allocation for years 2023, 2024, and 2025; twenty-six and one-half percent (26.5%) as its share of LOST allocation for years 2026, 2027, 2028 and 2029; and twenty-seven and one-half percent (27.5%) as its share of LOST allocation for years 2030, 2031 and 2032;

2. Douglasville and Douglas County agree to renew the current SDS Agreement, as is, until October 31, 2033, except as otherwise provided herein (subject to the correction of any mutually agreed typographical errors contained within the current SDS Agreement verified by the Georgia Department of Community Affairs on February 5, 2015);

3. The Agreement for Provision and Funding of Animal Control Services and the Agreement for Provision and Funding of Fire Protection Services and Emergency Medical Services shall remain in effect until same are automatically modified effective 12:01 a.m. on January 1, 2025 as provided below;

4. For Animal Control Services, beginning January 1, 2025 through October 31, 2033, Douglasville shall pay Douglas County the annual sum of \$396,000.00, with an annual escalator of 3.0%. All other language of the current Agreement for Provision and Funding of Animal Control Services shall remain the same, including but not limited to Paragraph 3.3 of same in the amount of \$250,000.00 per year for years 2023 and 2024;

5. For Fire Protection Services, beginning January 1, 2025 through October 31, 2033 (unless otherwise terminated as provided for herein), Douglasville shall pay to Douglas County the annual sum of \$4,500,000.00 for said service, (payable in twelve equal monthly installments paid on or before the first day of each month of each applicable calendar year) with an annual escalator of 3.0%, in addition to the capital obligations described herein. Until then, Douglasville shall continue to pay to Douglas County \$1,600,000.00 per year under Paragraph 4.3 of the current Agreement for Provision and Funding of Fire Protection Services and Emergency Medical Services for years 2023 and 2024, payable in twelve equal monthly installments paid on or before the first day of each month of each applicable calendar year. Douglasville's obligations pursuant to Section 7 of the current Agreement for Provision and Funding of Fire Protection Services and Emergency Medical Services as well as the 2016 SPLOST IGA shall be satisfied by Douglasville making a one-time payment of \$2,864,845.00, provided same is segregated by Douglas County to comply with state law SPLOST requirements, and may be used by Douglas County for the purposes of Douglas County acquiring capital/equipment/facilities for Douglas County's Fire Protective Services and Emergency Medical Services. This payment shall be delivered by Douglasville to Douglas County no later than January 31, 2023. Additionally, beginning January 1, 2025, Douglasville's obligation to contribute toward capital outlay projects pursuant to Section 7 of the Agreement for Provision and Funding of Fire Protection Services and Emergency Medical Services shall be modified to provide that Douglasville shall pay to Douglas County from any

sources available to Douglasville the annual sum of \$150,000.00 so long as Fire Protection Services are provided to Douglasville hereunder. This \$150,000.00 amount shall be paid by Douglasville to Douglas County in twelve equal monthly installments paid on or before the first day of each month of each applicable calendar year so long as the Fire Protective Services portion of the Agreement for Provision and Funding of Fire Protection Services and Emergency Medical Services shall remain in effect. Douglas County shall maintain all payments toward this \$150,000.00 annual sum in the Fund provided for in Section 3 of the Agreement for Provision and Funding of Fire Protection Services and Emergency Medical Services to be used for capital outlay projects by Douglas County for the purposes of Douglas County acquiring capital/equipment/facilities for Douglas County's Fire Protective Services and Emergency Medical Services. The parties hereto agree that Douglasville's collective capital contribution obligations provided herein may be used for any previously identified capital outlay project(s) or new capital outlay project(s) identified by Douglas County during the term of the existing Agreement for Provision and Funding of Fire Protective Services and Emergency Medical Services Agreement and during the term of the new agreement for Provision and Funding of Fire Protective Services and Emergency Medical Services contemplated herein, but that Douglasville's obligation and responsibility for such capital outlay projects shall be limited to the foregoing provisions. Nothing herein is intended to replace any other forms of revenue available to Douglas County for the provision of Emergency Medical Services within its current EMS district/zone, including County-wide sources of revenue, general fund, contracts, grants, and other sources, subject to paragraph 7 below;

6. On or after October 31, 2027, Douglasville may give Douglas County twenty-four (24) months advance written notice of its intention to terminate the Fire Protective Services portion of the Agreement for the Provision and Funding of Fire Protection Services and Emergency Medical Services (meaning the earliest the Fire Protective Services portion could be terminated with proper notice is November 1, 2029). If terminated in accordance with the terms hereof, Douglas County shall thereafter fund its provision of Fire Protective Services the same way it funds other services that are either provided primarily for the benefit of the unincorporated area, or jointly funded between Douglas County and one or more Cities (other than Douglasville) located in whole or in part within Douglas County;

7. On or after October 31, 2027, Douglasville may give Douglas County twenty-four (24) months advance written notice of its intention to terminate the provision of Emergency Medical Services from Douglas County in the event that Douglasville is awarded an Emergency Medical Services district/zone by the Department of Public Health (meaning the earliest Emergency Medical Services could be terminated with proper notice is November 1, 2029). During the notice period, Douglas County shall continue to fund Emergency Medical Services from County-wide sources of revenue, including the General Fund. If terminated in accordance with the terms hereof, Douglas County shall fund the provision of Emergency Medical Services within its new Emergency Medical Services district/zone the same way it funds other services that are either provided primarily for the benefit of the unincorporated area, or jointly funded between Douglas County and one or more Cities (other than Douglasville) located in whole or in part within the County's new Emergency Medical Services district/zone. Nothing herein shall be deemed to waive Douglas County's right to object to the opening of its current Emergency Medical Services district/zone or the award of any portion of its current Emergency Medical Services district/zone

to Douglasville. Likewise, nothing herein shall be deemed to preclude Douglasville from seeking to have Douglas County's current Emergency Medical Services district/zone opened, or any portion of Douglas County's current Emergency Medical Services district/zone awarded to Douglasville;

8. All other language of the current Agreement for Provision and Funding of Fire Protective Services and Emergency Medical Services shall remain the same except as modified hereinabove.

9. Effective January 1, 2023 through October 31, 2023, the current Roads Agreement shall be modified as follows: Douglasville will assume all responsibility and control for the road segments described therein within the city limits of Douglasville, except Chapel Hill Road and Riverside Parkway. The parties will cooperate in the reassignment of the segments as necessary so that each can obtain funding associated therewith through the State under the LMIG program or other available State funding, such as grants, etc.... In the event that there is a "local match" requirement for any funding associated with Chapel Hill Road or Riverside Parkway for any projects Douglas County undertakes, Douglas County shall be responsible for the funding associated with the "local match." Nevertheless, Douglas County may use County-wide funds (such as the General Fund) to fund such "local match." All other terms of the Roads Agreement not modified herein shall remain the same. The City Streets Agreement shall remain the same through October 31, 2023. This modification to the Roads Agreement is not intended to replace any other forms of revenue available to Douglas County, including County-wide sources of revenue, general fund, contracts, grants, and other sources. Douglasville shall maintain its streets through any of its available sources of revenue; and

10. Douglasville shall continue to be responsible for its own radios, including acquisition, maintenance, warranty, and replacement of same, for Douglasville's access to the E-911 system, including direct payments to Motorola or third-party providers, if applicable. If billed through the County by Motorola or a third-party provider, Douglasville shall reimburse the County for Douglasville's actual incurred costs; provided however, if Douglasville's actual cost cannot be determined, then Douglasville shall reimburse the County for its prorated portion of the bill calculated based upon the number of any radios allocated to Douglasville as a proportion of the overall number of radios tied to the system. Douglasville's obligation hereunder is not intended to replace any other forms of revenue available to Douglas County for the E-911 system (defined in the current SDS Agreement as "911 Call Answering, Emergency Vehicle Dispatch"). The remaining terms of the "911 Call Answering, Emergency Vehicle Dispatch" as defined in the current SDS Agreement would remain the same, including 911 Fees for same through October 31, 2023.

11. Any partial year obligation described in items 1-10 above shall be prorated accordingly.

12. Douglasville and Douglas County agree to renew the current LOST Certificates of Distribution effective January 1, 2023 through December 31, 2032 as follows:

<b>Calendar Year(s)</b>	<b>LOST Percentage of Distribution</b>
2023, 2024, and 2025	Douglasville: 25.5% Villa Rica: 5.35% Austell: 0.10% Douglas County: 69.05%
2026, 2027, 2028 and 2029	Douglasville: 26.5% Villa Rica: 5.56% Austell: 0.10% Douglas County: 67.84%
2030, 2031 and 2032	Douglasville: 27.5% Villa Rica: 5.77% Austell: 0.10% Douglas County: 66.63%

13. Douglasville and Douglas County shall sign such other and further documents as may be necessary to effectuate the terms of this IGA.

14. Should any phrase, clause, sentence, or paragraph of this IGA be held invalid or unconstitutional, the remainder of this IGA shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the IGA unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this IGA or materially affects the operation of this IGA.


15. This IGA 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.

(Signature Pages Follow)

IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Agreement through their duly authorized officers as approved by each governing body on the day and year above written.


CITY OF DOUGLASVILLE

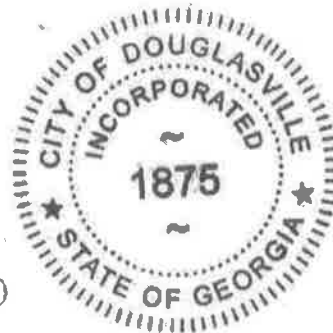
ATTEST:

  
Rochelle Robinson, Mayor  
City of Douglasville

  
Candyce James, Assistant City Clerk (Seal)

Approved as to Form:

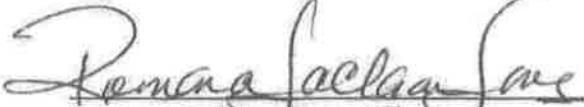
  
Joel E. Dodson, City Attorney



(Douglas County Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Agreement through their duly authorized officers as approved by each governing body on the day and year above written.

DOUGLAS COUNTY, GEORGIA

  
Romona Jackson Jones, Chairman  
Douglas County Board of Commissioners

ATTEST:

  
Sherri Mathis, Deputy County Clerk (Seal)



Approved as to Form:

  
Michael V. Coleman, County Attorney

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF VILLA RICA AND DOUGLAS COUNTY, GEORGIA  
FOR SERVICE DELIVERY STRATEGY**

**THIS INTERGOVERNMENTAL AGREEMENT ("IGA")** is entered into by and between the City of Villa Rica ("Villa Rica") and Douglas County, Georgia ("Douglas County"), on this the 20<sup>th</sup> day of April, 2023.

**WHEREAS**, Villa Rica is a municipal corporation existing under the laws of the State of Georgia; and

**WHEREAS**, Douglas County is a body corporate and politic existing under the laws of the State of Georgia; and

**WHEREAS**, Article 9, Section 3, Paragraph 1 of the Georgia Constitution authorizes Villa Rica and Douglas County to enter into an intergovernmental agreement for any period not exceeding 50 years with each other for the purpose of providing joint services, for the provision of services, or for the joint or separate use of facilities or equipment; and

**WHEREAS**, the current Service Delivery Strategy ("SDS") Agreement expires on October 31, 2023; and

**WHEREAS**, the current SDS Agreement contains Forms 1 through 4 and related Agreements verified by the Georgia Department of Community Affairs on February 5, 2015; and

**WHEREAS**, the current SDS includes an agreement between Villa Rica and Douglas County for the Provision and Funding of Animal Control Services; and

**WHEREAS**, the current SDS includes an agreement between Villa Rica and Douglas County for the Provision and Funding of Fire Protection Services and Emergency Medical Services; and

**WHEREAS**, Villa Rica and Douglas County desire to establish their intent and the terms, conditions, and responsibilities of each with respect to the renegotiated agreements for SDS via this Intergovernmental Agreement ("IGA"); and

**WHEREAS**, Villa Rica and Douglas County have authorized the execution of this IGA through appropriate actions of their respective governing bodies.

**NOW THEREFORE**, in consideration of the following mutual obligations, and with the above preamble incorporated herein, Villa Rica and Douglas County do hereby agree as follows:

1. Villa Rica and Douglas County agree to renew the current SDS Agreement verified by the Georgia Department of Community Affairs on February 5, 2015, except as otherwise provided herein (subject to the correction of any mutually agreed typographical errors contained

within the current SDS Agreement verified by the Georgia Department of Community Affairs on February 5, 2015) through October 31, 2033;

2. The Agreement for Provision and Funding of Animal Control Services and the Agreement for Provision and Funding of Fire Protection Services and Emergency Medical Services, made a part of the SDS Agreement verified by the Georgia Department of Community Affairs on February 5, 2015, shall remain in effect through October 31, 2033, at which time both shall automatically terminate unless a new written agreement regarding same is entered into between the parties, subject to below;

3. Effective January 1, 2023, Paragraph 3.3 of the current Agreement for Provision and Funding of Animal Control Services, made a part of the SDS Agreement verified by the Georgia Department of Community Affairs on February 5, 2015, shall be modified to reflect Villa Rica's population as 5.04% of Douglas County's total population thereunder;

4. Effective January 1, 2023, Paragraph 9.3 of the Agreement for Provision and Funding of Fire Protection Services and Emergency Medical Services, made a part of the SDS Agreement verified by the Georgia Department of Community Affairs on February 5, 2015, shall be deleted and replaced with the following language: "The term of this Agreement shall be from January 1, 2023 through October 31, 2033, unless this Agreement is sooner terminated by mutual written agreement by the parties; provided, however, either party may unilaterally terminate the Agreement early by delivering written notice of termination to the opposite party via the respective city/county clerk no less than eighteen (18) months in advance of the effective date of said termination.";

5. Nothing herein is intended to replace any other forms of revenue available to Douglas County for the provision of Emergency Medical Services within its current EMS district/zone, including County-wide sources of revenue, general fund, contracts, grants, and other sources;

6. Nothing herein shall be construed to prohibit Douglas County from maintaining its roads through County-wide sources of revenue, general fund, contracts, grants, and other sources. Villa Rica shall maintain its streets through any of its available sources of revenue to Villa Rica; and

7. Any partial year obligation described herein shall be prorated accordingly.

8. Villa Rica and Douglas County shall sign such other and further documents as may be necessary to effectuate the terms of this IGA.

9. Should any phrase, clause, sentence, or paragraph of this IGA be held invalid or unconstitutional, the remainder of this IGA shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the IGA unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this IGA or materially affects the operation of this IGA.



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

**IN WITNESS WHEREOF**, the parties hereto have executed this Intergovernmental Agreement through their duly authorized officers as approved by each governing body on the day and year above written.

**CITY OF VILLA RICA:**

**ATTEST:**

  
\_\_\_\_\_  
Gil McDougal, Mayor  
City of Villa Rica

  
\_\_\_\_\_  
Theresa Campbell, City Clerk (Seal)

Approved as to Form:

  
\_\_\_\_\_  
C. David Meeklin, Jr., City Attorney



(Douglas County Signature Page To Follow)

IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Agreement through their duly authorized officers as approved by each governing body on the day and year above written.

DOUGLAS COUNTY, GEORGIA

ATTEST:

Tarena Carthan  
By: Tarena Carthan  
Title: Vice-Chairman  
Douglas County Board of Commissioners

Sherri Mathis  
Sherri Mathis, Deputy County Clerk (Seal)



Approved as to Form:

Michael V. Coleman  
Michael V. Coleman, County Attorney

STATE OF GEORGIA  
COUNTY OF DOUGLAS

INTERGOVERNMENTAL AGREEMENT  
REGARDING STORMWATER MANAGEMENT

This Agreement is made and entered into this 9th day  
of December, 2003, by and between

**DOUGLAS COUNTY,**  
a political subdivision of the State of Georgia  
(hereinafter referred to as the "County"),

and

**DOUGLASVILLE-DOUGLAS COUNTY WATER AND SEWER AUTHORITY,**  
a public body corporation of the State of Georgia  
(hereinafter referred to as the "Authority").

W I T N E S S E T H:

WHEREAS, the County has heretofore acquired, constructed, and equipped a stormwater management system (the "County System"), and the County System is now being operated and maintained by the County; and

WHEREAS, the County is vested with the power to provide stormwater services to its citizens pursuant to Article IX, Section II, Paragraph III of the Georgia Constitution; and

WHEREAS, the Authority has been duly and legally created pursuant to an Act of the General Assembly of the State of Georgia (Ga. Laws 1985, p. 3584, et seq.) (the "Act") and is authorized and empowered to perform any functions normally maintained by a water and sewerage system and to do all things deemed by the Authority necessary, convenient, and desirable for and incident to the efficient and proper development and operation of such undertakings; and

WHEREAS, the County and the Authority are authorized by Article IX, Section III, Paragraph I to enter this intergovernmental contract for the Authority to provide stormwater management services; and

WHEREAS, the County and the Authority do each desire to enter into this Intergovernmental Agreement and agree that, subject to the terms and conditions set forth herein, the Authority has the capability to create, develop, implement, conduct, manage, administer, regulate, control, and enforce a

uniform stormwater management program to protect its water supply and ensure compliance with environmental regulations by all entities, both public and private, within the jurisdictional boundaries of Douglas County, Georgia; and

WHEREAS, the federal Clean Water Act, as amended by the Water Quality Act of 1987 (33 U.S.C. § 1251, et seq.), and rules promulgated by the United States Environmental Protection Agency pursuant to the Clean Water Act place increased emphasis on the role of local governments in developing, implementing, conducting, and funding stormwater management programs which address water quality impacts of stormwater runoff; and

WHEREAS, the County has undertaken a thorough study and investigation of the management, duties, and responsibilities involved in maintaining the County System and ensuring compliance with growing environmental regulations for stormwater, including but not limited to the NPDES Phase II requirements which will become effective March 10, 2003; and

WHEREAS, the City of Douglasville (the "City") and the Authority entered into an Intergovernmental Agreement Regarding Stormwater Management on September 19, 2002 (the "City Stormwater Contract"), whereby the City transferred ownership, operation, and control of its existing stormwater management system (the "City System") to the Authority, as well as primary responsibility for soil erosion and sedimentation control regulation, inspection, and enforcement, so that the Authority could operate, maintain, and administer a uniform system for stormwater management and soil erosion and sedimentation control; and

WHEREAS, the County has, by proper resolution of its Board of Commissioners, determined as follows:

- (a) Stormwater management, enforcement, and regulatory compliance have now increased to such a substantial enterprise that it is not practical for the County to independently administer the County System and that a unified stormwater management plan and program is in the best interest of the environment and all citizens of the City of Douglasville and Douglas County;
- (b) A unified stormwater system, plan, and program, including and incorporating both the City System and the County System could be integrated and managed in the best interest of all citizens of the City of Douglasville and Douglas County by the Authority;

- (c) The public health, public interest, and public welfare of all citizens of the City of Douglasville and Douglas County can be best met if the stormwater systems owned, operated, and maintained by the City of Douglasville and Douglas County are consolidated and owned, operated, and maintained by the Authority, and it will be more beneficial and in the best interest of the residents of the City of Douglasville and Douglas County, including current and future customers of the Authority and non-customers of the Authority, for the Authority to acquire both the City System and the County System; and

WHEREAS, the Authority, after independent study and investigation, concurs in the findings of the County and has determined that the Authority is in the best position to operate, maintain, and administer an integrated stormwater management program and that it is in the best interest of the residents of the City of Douglasville and Douglas County, including Authority customers, for the Authority to acquire the County System from the County; and

WHEREAS, the County does desire to transfer its stormwater system and the power to administer, maintain, control, and enforce a uniform system for stormwater management and soil erosion and sedimentation control to the Authority.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and agreements set forth herein, and other good and valuable consideration, the County and the Authority hereby agree as follows:

Section 1.  
Purpose of Agreement.

In order to promote a uniform program of stormwater management throughout the jurisdictional boundaries of the County, the parties do hereby agree that the Authority, or any wholly owned subsidiary or utility established by the Authority, shall have primary jurisdiction over enactment, enforcement, management, and compliance with stormwater plans, programs, and regulatory requirements at the local, state, and federal level.

Subject to the sole discretion and control of the Authority, and further subject to any rules, regulations, or programs established by the Authority, the Authority agrees to create a uniform stormwater management system, to be applied and enforced throughout the jurisdictional boundaries of the County, for the following purposes:

- (1) To provide for effective management of a uniform stormwater plan and program throughout the County, including but not limited to the following components:
  - a. Public Education and Outreach on Stormwater Issues
  - b. Public Involvement and Participation
  - c. Illicit Discharge Detection and Elimination
  - d. Construction Site Stormwater Runoff Control
  - e. Post-Construction Stormwater Management in New Development and Redevelopment, and
  - f. Pollution Prevention;
- (2) To protect the public health, safety, and welfare by providing for the safe and effective capture and conveyance of stormwater runoff and the correction of stormwater problems;
- (3) To create a mechanism for mitigating the damaging effects of uncontrolled and unplanned stormwater runoff;
- (4) To establish and implement a master plan for storm drainage, including design, coordination, construction, management, operation, maintenance, inspection, and enforcement;
- (5) To establish and collect reasonable service charges for stormwater management services; and
- (6) To encourage and facilitate urban water resources management techniques, including but not limited to the retention and detention of stormwater runoff, minimization of the need to construct storm sewers, and the enhancement of the environment; and
- (7) To provide a mechanism to respond to obligations imposed by the Metropolitan North Georgia Water Planning District.

Section 2.  
Term of Agreement.

The parties acknowledge and agree that the term of this Intergovernmental Agreement shall be thirty (30) years, as allowed by Article IX, Section III, Paragraph I(a) of the Georgia Constitution.

Section 3.  
Transition Period and Transfer Date.

"Transition Period" - For purposes of this Agreement, the term "Transition Period" shall refer to and mean that period of time between the execution of this Agreement by both parties and the effective "Transfer Date" of January 1, 2004.

During the Transition Period, the County shall maintain ownership of the County System. The County shall remain responsible for stormwater management during the Transition Period. The parties acknowledge that the Transition Period is necessary in order to allow the Authority to adequately prepare to take-over all stormwater management responsibilities. The preliminary and comprehensive studies referred to in Section 7 may be initiated by the Authority during the Transition Period.

"Transfer Date" - For purposes of this Agreement, the term "Transfer Date" shall refer to and mean January 1, 2004, which shall be the effective date of transfer when the County shall transfer all ownership and control of the County System to the Authority and the Authority shall be responsible for stormwater management planning, programming, implementation, regulation, and enforcement in the County, in accordance with the terms and provisions of this Agreement.

Section 4.  
Powers Delegated to the Authority.

Subject to the terms and conditions of this Agreement, the County hereby delegates to the Authority all powers with respect to stormwater services and management and soil erosion and sedimentation control regulation and enforcement that it has under Georgia law. The parties agree that the Authority shall be primarily responsible for:

- (1) Planning, developing, and implementing stormwater management plans;
- (2) Financing, constructing, maintaining, rehabilitating, inspecting, and managing existing and new stormwater facilities;
- (3) Collecting fees and charges for the provision of stormwater services;
- (4) Implementing and enforcing an integrated stormwater management plan within the jurisdictional boundaries of the County, including the enactment and enforcement of

such rules and regulations for stormwater management and control as the Authority in its sole discretion deems proper;

- (5) All other related duties that are necessary, convenient, and desirable for promoting and providing a uniform stormwater management program; and
- (6) Soil erosion and sedimentation control regulation, inspection, and enforcement, including all duties that the County has as an "issuing authority" under the Georgia Erosion and Sedimentation Act of 1975, as amended (O.C.G.A. § 12-7-1, et seq.).

With respect to stormwater management, the Authority shall have the right, power, and duty to monitor the design, operation, maintenance, inspection, construction, and use of all stormwater systems within the jurisdictional boundaries of the County. The Authority shall be responsible for the design and construction of public stormwater facilities owned by the Authority and shall inspect, operate, and maintain them. The Authority shall be responsible for plan approval and construction inspection of both private stormwater facilities and public stormwater facilities not owned by the Authority. The Authority, in its sole discretion, may accept the responsibility for the operation and maintenance of private stormwater facilities only when such services have been agreed to, contracted for, and approved by the Authority in writing and recorded in the public records of the Clerk of the Superior Court of Douglas County, Georgia.

With respect to soil erosion and sedimentation control, the Authority shall have the right, power, and duty to regulate, approve, monitor, inspect, and enforce soil erosion and sedimentation control ordinances within the jurisdictional boundaries of the County. The parties agree that both the County and the Authority shall be required to review and approve all construction plans and that both the County and the Authority shall be required to review and approve land disturbing activity permits. The County shall issue the land disturbing activity permits, based on the County's status as the "issuing authority" under state law.

If, in the future, the Authority is designated as an "issuing authority" under state law, then the parties agree that the Authority, rather than the County, shall be responsible for the issuance of land disturbing activity permits.



Both the County and the Authority shall review and approve plans for any work to be conducted by any party in the right-of-way, based on the parties' agreement and acknowledgement, as set forth herein, that the right-of-way area is an integral part of the stormwater conveyance system, the responsibility for which is transferred from the County to the Authority under this Agreement. The County shall be responsible for granting permits for working in the right-of-way, subject to the Authority's approval, which shall not be unreasonably withheld. The Authority shall have the right to object to the granting of permits to work in the right-of-way based upon the proposed work's interference with soil erosion and sedimentation control and/or stormwater conveyance, the responsibility for which are transferred to the Authority pursuant to this Agreement.

The Authority shall be solely responsible for inspection and enforcement of soil erosion and sedimentation rules, regulations, and ordinances, including Authority, County, state, and/or federal regulations. The County specifically agrees that the Authority shall have the right, power, and duty to issue citations for violations of any local, state, or federal soil erosion and sedimentation control regulation and to prosecute the same in the County's court system. The Authority shall have the sole option to use the County Attorney or Solicitor or the Authority's own counsel to prosecute any such citations and violations. If the Authority elects to use the County Attorney or Solicitor, then the Authority shall reimburse the County for the legal fees incurred by the County in said prosecution.

Section 5.  
Coordination of Ordinances.

The County and the Authority agree that they shall coordinate and maintain identical ordinances regarding stormwater management and soil erosion and sedimentation control regulations. The parties agree that they shall adopt the model ordinance(s) for stormwater established by the Metropolitan North Georgia Water Planning District, which shall not be modified or amended unless: (1) mandated by state law or (2) mutually agreed to by both the City, the County, and the Authority. For soil erosion and sedimentation control, the Authority shall initially enforce the County's current ordinances; however, the Authority shall have the right to adopt its own ordinances, rules, and regulations, which shall mirror the County's current ordinances and which shall not exceed the mandates established by state law, unless any such change, modification, or amendment is mutually agreed to by both the City, the County, and the Authority.

If, in the future, the Authority is designated as an "issuing authority" under state law, then the parties agree that the Authority shall be entitled to adopt such stormwater management and soil erosion and sedimentation control regulations and ordinances as the Authority alone determines to be the most appropriate and advantageous, and the Authority shall not be required to obtain the consent of the County for a modification of such ordinances.

Section 6.

Identification of Existing Stormwater Systems and Assets to be Transferred to the Authority.

Upon the terms and conditions contained in this Agreement, the County shall transfer and convey the County System to the Authority. For purposes of this Agreement, the term the "County System" shall mean and include:

Easements on Private Property

All drainage and stormwater easements held by the County and located on or within real property for which the fee interest is not owned by or dedicated to the County. This subparagraph is intended to require conveyance of all the County's real property interest in such easements.

Roadway Structures

All facilities, roadway structures, and improvements used or useful in collecting and conducting stormwater to, through, and from drainage areas to and including points of final outlet, which are located on or within real property owned by the County in fee simple or dedicated to the County for public road purposes, including cross drains, catch basins, and culverts, but not including curbs and gutters. This subparagraph is not intended to require conveyance of any interest in real property. The County shall remain the owner of the underlying real property, while the Authority shall become the owner, with all rights of control and use, of the stormwater structures identified in this subparagraph. The County shall have a continuing duty to transfer the identified interests to the Authority for any new or additional County roads, whether said interest arises from construction of a new or expanded roadway. It is not the intent of the parties for the Authority to assume any obligation or liability for roadway maintenance or improvements, except for the stormwater structures conveyed by this Agreement.

### Rights-of-Way

A right of use for any curbs and gutters within the rights-of-way owned or controlled by the County and for any natural structures or natural watercourses used or useful in collecting and conducting stormwater to, through, and from drainage areas to and including points of final outlet, which are located on or within real property owned by or dedicated to the County in fee simple, including ditches, streams, and retention and detention basins. This subparagraph is not intended to require conveyance of any interest in real property. The County shall remain the owner of the underlying real property, while the Authority shall become the owner, with all rights of control and use, of the stormwater structures identified in this subparagraph. The County shall have a continuing duty to transfer the identified interests to the Authority for any new or additional County roads, and the appurtenant rights-of-way, whether said interest arises from construction of a new or expanded roadway.

The County shall provide the Authority with a full and complete detailed inventory of the County System and all of its component parts, structures, and facilities, including but not limited to those components described above. The inventory of the County System shall be certified by the appropriate County officials. The County shall have a continuing duty to disclose and update said inventory, in order to provide as much information to the Authority as possible regarding the County System, which is to be transferred to the Authority pursuant to this Agreement. Said inventory requirement may be satisfied by the County marking and identifying all stormwater structures transferred from the County to the Authority pursuant to this Agreement on appropriate maps of the County, which shall be attached to this Agreement as Exhibit "A" and incorporated herein by reference thereto.

### Section 7.

#### Consideration for Transfer of Existing Stormwater Systems and Assets and Assumption of Responsibility for Stormwater Management.

The County acknowledges that the take-over of stormwater management and soil erosion and sedimentation control enforcement represents a substantial benefit to the County. As consideration for the Authority's assumption of responsibility for these services pursuant to this Intergovernmental Agreement, the County shall pay \$623,000.00 to the Authority on or before the effective Transfer Date of January 1, 2004, as an initial funding for

implementation of the Authority's stormwater management activities, including a contribution towards expenses associated with stormwater management planning and programming, including, but not limited to, comprehensive stormwater studies, needs assessments, rate studies and analysis, watershed assessments, and any other studies or assessments required by NPDES regulations or other applicable state or federal regulations.

During the Transition Period and throughout the one-year period following the effective Transfer Date of January 1, 2004, the County shall reimburse the Authority for one-half of the costs for studies or assessments required by NPDES regulations or other applicable state or federal regulations and incident to the establishment of the Authority's stormwater program (the "start-up studies"). This duty of contribution on the part of the County shall be in addition to the initial funding payment identified in the preceding paragraph and shall extend through and including December 31, 2004.

In consideration of the transfer of assets from the County to the Authority pursuant to this Intergovernmental Agreement, the initial funding payment, the sharing in the costs of the start-up studies, and the County's ongoing remission of soil erosion and sedimentation control fees and fines to the Authority, the County shall be entitled to a credit and treated as having prepaid any and all assessments, billings, fees, and charges imposed by the Authority for stormwater management services, regardless of the form of revenue creation implemented by the Authority from time to time. The parties agree that the transfer of assets from the County to the Authority represents a value given and shall be treated as a prepayment by the County for any such assessment, billings, fees, and charges which may otherwise be imposed by the Authority. The County acknowledges and agrees that the foregoing prepayment credits shall not be applicable to any fines or penalties imposed on the Authority or the County by any state or federal agency for the violation of any applicable law, ordinance, rule, or regulation by the County or arising from any administrative or judicial proceeding.

#### Section 8.

##### Conveyance of Existing Stormwater Systems and Assets.

On or before the effective Transfer Date of January 1, 2004, the County shall transfer the County System to the Authority and execute such further and additional documents, deeds, bills of sale, and other written agreements as may be requested by the Authority or otherwise necessary to transfer all title, rights, and interest in the County System, as described in Section 6 hereof and more fully detailed in the inventory to be provided by

the County pursuant to Section 6, free and clear of any liens or encumbrances. The County shall take such actions as are necessary to convey to the Authority all title, rights, and interest to the real and personal property, including the component parts, comprising the County System and to grant to the Authority such easements across adjacent property owned by the County as shall be necessary for access to said System from the nearest existing public road or street.

Section 9.  
Liabilities of the Parties.

The County shall be solely responsible for any and all claims or portions of claims arising from events, actions, inactions, and omissions up to the effective Transfer Date of January 1, 2004, regardless of the actual date that a formal claim is made or a legal action is filed.

The County shall have a continuing duty to promptly disclose to the Authority all known or anticipated claims, lawsuits, and liabilities arising from the County's operation, design, approval, and maintenance of the County System.

The Authority shall be solely responsible for any and all claims or portions of claims arising from events or actions occurring after the effective Transfer Date of January 1, 2004, except that the Authority shall have no liability for any damages to a third party for any component of the County System that is not disclosed in the inventory of assets, rights, and interests or identified on the maps to be provided by the County to the Authority. The County shall indemnify and hold the Authority harmless for any damages to a third party which result from any component of the County System that is not disclosed in the required inventory.

The County and the Authority covenant to mutually cooperate, in good faith, in the defense of any action involving claims against both parties.

Section 10.  
Funding and Fees.

The Authority shall, in its sole discretion, have the right to implement and enforce any lawful means of revenue generation, including, but not limited to, user fees, add-ons to current fees, assessments, and charges for services, for the purpose of funding its stormwater management activities, including, but not limited to, private construction plan review, permitting, maintaining, planning, designing, reconstructing, constructing,

environmentally restoring, regulating, water quality testing, and inspecting storm drainage and the storm drainage system and the management and administration thereof.

Commencing upon the effective Transfer Date of January 1, 2004, the County shall remit all soil erosion and sedimentation control permitting fees and fines collected by the County after said Transfer Date, exclusive of any statutory add-ons, to the Authority on a monthly basis. Upon execution of this Agreement, the County shall provide the Authority with a copy of its current schedule of fees and fines.

To the extent that there may be monies available for stormwater plans and projects through grants available to municipalities or other governmental entities, the County covenants to cooperate with the Authority and agrees to lend its name to any application by the Authority for any such grant.

The parties agree and acknowledge that the Authority shall only undertake stormwater projects and improvements for which it has a sufficient source of funding. The parties specifically acknowledge that the Authority shall segregate its water and wastewater revenues, fees, and funds from the revenues, fees, and funds to be implemented and generated for the purpose of stormwater services pursuant to this Agreement. The Authority shall have the sole discretion to determine the source of its funding for the start-up studies under this Agreement as well as to determine the source of its funding for any water quality studies, which have or may have an impact on the Authority's water and wastewater operations and permits.

Section 11.  
Books and Records.

All original books and records, or duplicate originals thereof, of the County pertaining to the County System, including but not limited to a final and complete detailed inventory of the County System as required by Section 6, shall be transferred and delivered to the Authority by the County on or before the effective Transfer Date of January 1, 2004.

Section 12.  
Transfer Costs.

Each party shall be solely responsible for their individual costs, including, without limitation, fees and expenses of counsel, incurred in connection with this Agreement and the proposed transfer of the County System to the Authority.

Section 13.  
Stipulations as to Future Contracts for  
Stormwater Management with Other Governmental Entities.

The County acknowledges that the Authority has previously, on September 19, 2002, entered into an Intergovernmental Agreement regarding Stormwater Management with the City of Douglasville, Georgia, in a form and with provisions identical to the provisions set forth in this Agreement.

The parties agree and stipulate that any future Intergovernmental Agreement Regarding Stormwater Management that the Authority may enter into with the governing body of any other entity which lies in whole or in part within the Authority's service area shall be identical to this Agreement; provided, however, that the Authority shall equitably adjust the initial funding fee provided for in Section 6, based upon the following factors: (1) the date of entry of any such agreement with respect to the NPDES Phase II implementation deadline of March 10, 2003; (2) the total acreage within the jurisdictional area of such governmental entity; (3) the components and condition of the stormwater system and assets to be transferred to the Authority by such governmental entity; and (4) the necessity for and scope of comprehensive stormwater studies, needs assessments, rate studies and analysis, watershed assessments, and any other studies or assessments required by NPDES regulations or other applicable state or federal regulations with respect to the jurisdictional area of such governmental entity. Any future Intergovernmental Agreement Regarding Stormwater Management with any other governing body shall also require that entity: (1) to be responsible for any additional studies necessary for that jurisdiction and (2) to pay to the Authority its pro-rata share, whether by reimbursement or contribution, for the start-up studies identified in Section 6 and benefiting said entity in any regard, regardless of the date of commencement or completion of said studies.

The Authority and the City shall be entitled to a reduction of their payment obligations for the start-up studies from one-half to a pro-rata share upon the execution of this Intergovernmental Agreement Regarding Stormwater Management between the Authority and the County, subject to the provisions set forth in Section 13 of the City Stormwater Contract regarding the Authority's discretion to either refund any overpayment by the City or to credit said overpayment to future studies within the required contribution period established by Section 7.

Section 14.  
Obligations to Survive Execution and Transfer.

It is agreed that the covenants, agreements, representations, obligations, and duties contained in this Intergovernmental Agreement shall survive the execution of this Agreement and the proposed transfer of the County System, and shall be enforceable by action for mandamus, specific performance, or other appropriate legal remedy.

Section 15.  
Miscellaneous Provisions.

Any provision in this Agreement that is held by a court of competent jurisdiction to be prohibited, invalid, or unenforceable shall be ineffective to the extent of such prohibition, invalidity, or unenforceability without invalidating or rendering unenforceable the remaining provisions of this Agreement. To the extent of any such prohibition, invalidity, or unenforceability, the responsibility for the services delegated hereunder from the County to the Authority shall automatically revert to the County and shall be the County's responsibility.

This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective successors and permitted assigns. This Agreement shall not be assignable by either party without the express written consent of the other party.

This Agreement sets forth the entire understanding of the parties. No provision of this Agreement may be amended, waived, or otherwise modified without the prior written consent of both parties. No action taken pursuant to this Agreement shall be deemed to constitute a waiver of compliance with any representation, condition, covenant, or agreement herein contained by the party taking such action. The waiver by any party hereto of a breach of any provision or condition contained in this Agreement shall not operate or be construed as a waiver of any subsequent breach of the Agreement or any provision or condition contained herein.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one in the same instrument.

Any notice required to be given in writing hereunder shall be deemed sufficient if mailed by certified mail, return receipt requested, to the other party at the addresses provided below:



As to the County:

County Manager  
Douglas County Courthouse  
8700 Hospital Drive  
Douglasville, Georgia 30134

As to the Authority:

Executive Director  
Douglasville-Douglas County  
Water and Sewer Authority  
P. O. Box 1157  
Douglasville, Georgia

Either party may modify its named representative and/or address for notice at any time upon written notice to the other party.

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

**BOARD OF COMMISSIONERS OF  
DOUGLAS COUNTY, GEORGIA**

(Affix County Seal)

By:

Rita Rainwater  
Rita Rainwater  
Chairperson

Attest:

Aida Tullis  
Aida Tullis, County Clerk

**DOUGLASVILLE-DOUGLAS COUNTY  
WATER AND SEWER AUTHORITY**

(Affix Authority Seal)

By:

Dorothy D. Sparks  
Dorothy D. Sparks  
Chairman

Attest:

Helen McCoy  
Helen McCoy  
Secretary/Treasurer

By:

Peter J. Frost  
Peter J. Frost  
Executive Director

STATE OF GEORGIA  
COUNTY OF DOUGLAS

AGREEMENT

THIS AGREEMENT made and entered into this 1 day of JANUARY 2021, by and between the City of Villa Rica, Georgia, a Georgia Municipal Corporation (hereinafter referred to in this Agreement as "City"), and Douglas County, Georgia, (hereinafter referred to in this agreement as "County"), pursuant to the authority granted in the Georgia Constitution, Article IX, Subsection 3, Paragraph 1 and O.C.G.A. 48-5-359.1.

WITNESSETH THAT:

WHEREAS, City has need for billing and collecting of municipal ad valorem taxes and desires that such service of billing and collecting of municipal ad valorem tax payments be done through the County Tax Commissioner's Office in the same manner as the County ad valorem taxes are billed and collected; and

WHEREAS, the County is engaged in the billing and the collection of County ad valorem taxes and is agreeable to performing these services for the City as hereinafter outlined and upon the terms and conditions herein set forth;

NOW, THEREFORE, in consideration of one (\$1.00) dollar, the receipt of which is hereby acknowledged and other valuable consideration, it is hereby agreed between the parties as follows:

I. Covenants and Agreements of County

- A. County agrees that it will, beginning January 1, 2021, and for a period of four years thereafter, ending December 31, 2024, assess, bill and collect municipal ad valorem taxes owed to the City.
- B. City shall pay to Douglas County a fee of four dollars (\$4.00) for each bill sent to an owner of property within the City of Villa Rica ("Billing Rate.") Such compensation shall be further subdivided by the County Tax Commissioner two dollars (\$2.00) and Douglas County two dollars (\$2.00) for each bill. This payment is substantially approximate to the cost to the County of providing this service and is compensation to the Tax Commissioner for the additional responsibility. This payment shall be rendered to the Tax Commissioner annually at the time the Tax Commissioner compiles the tax digest for the City and the digest is approved by the State of Georgia.
- C. County shall bill each owner of property located within the City of Villa Rica and Douglas County for ad valorem taxes in accordance with

the millage rate as may be determined by the City Council. The County shall supply to the City a list of all property owners billed and the amount billed at the time the tax digest is prepared and shall remit to the City all amounts collected on a weekly basis.

- D. The County shall have the authority to invoke any remedy permitted to the City for collection of said taxes.
- E. County shall furnish and maintain adequate and competent equipment to generate and store necessary billing documents.
- F. County shall employ and equip adequate staff capable of performing the duties assigned to them by County.
- G. Any subcontracted portion of this agreement by the County shall be done at no further cost to the City.

2. Mutual Agreements:

- A. County shall maintain adequate records showing each billed person's address and the amount of billing and collection and shall make the same available to the City for it to determine the accuracy of billing and collection.
- B. In addition to all other rights and powers pertaining to the City by virtue of this contract or otherwise, the City reserves the right to terminate and cancel this contract and all rights and privileges of the County hereunder in the event that the County violates any provision of this contract or any rule, order or determination of the City Mayor and City Council made pursuant to this Contract, except where such violation is without fault or through excusable neglect.

Such notice of termination and cancellation to the County in no way affect any of the City's rights already accrued under this contract or any provision of the law.

- C. Mayor and Council of the City of Villa Rica shall have the sole authority to set the millage rate for ad valorem taxes for the City of Villa Rica. However, the yearly millage rate must be provided the Tax Commissioner on a timely basis so as to not delay the mailing of tax notices.

This agreement supersedes all prior agreements related to the subject matter hereof. Notwithstanding anything herein to the contrary, this Agreement shall not affect the parties' Service Delivery Agreement, except as specifically provided herein. The

parties acknowledge that the County will be allowed to change the Billing Rate during the term hereof only by mutual written agreement by the parties hereto.

IN WITNESS WHEREOF the City and County have caused these presents to be signed by their proper authorities and the City and County seals to be affixed hereto as of the day and year first above written.

DOUGLAS COUNTY BOARD OF COMMISSIONERS

*Dr. Romana Jackson*  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

*Greg Baker*  
Tax Commissioner

Attest:  
*Rose Wate*  
County Clerk (seal)



CITY OF VILLA RICA

*J. [Signature]*  
Mayor

Attest:  
*Allison [Signature]*  
City Clerk (seal)

**INTERGOVERNMENTAL AGREEMENT**

This Agreement is made on this 2nd day of June, 2015 by and between the Election Superintendent of Douglas County, the Election Superintendent of Carroll County and the City of Villa Rica (sometimes referred to as the "City") with the approval of the Board of Commissioners of Douglas and Carroll Counties.

**WHEREAS**, the City of Villa Rica lies in both Carroll County and Douglas County, Georgia and has a significant number of residents and registered voters located in both counties; and

**WHEREAS**, the parties desire to accommodate the aforesaid registered voters of the City of Villa Rica in voting in municipal elections; and

**WHEREAS**, the parties desire to set forth the terms and conditions of the Agreement concerning the provision of said services;

**NOW THEREFORE**, it is hereby agreed as follows:

1.

This Agreement shall govern the conduct of elections hereinafter referred to as the "Election" including any and all general, special, or run-off elections or any other election which may be necessary.

2.

The Election Superintendents of Douglas and Carroll Counties will conduct any and all elections for the City which may be required or authorized by law within the City of Villa Rica in their respective counties.

3.

The Carroll County Election Superintendent will conduct municipal elections in

Villa Rica in all municipal elections, permitted or required by law for that portion of the City located in Carroll County. The Douglas County Election Superintendent will conduct municipal elections in Villa Rica in all municipal elections permitted or required by law for that portion of the City located in Douglas County. Both County Election Superintendents shall freely have the right to move polling places at their discretion as permitted by law.

4.

In the event the City of Villa Rica conducts an election or ballot referendum and there is no county-wide election in either Carroll County or Douglas County, all the costs of the City's election shall be borne by the City of Villa Rica.

5.

In order to consolidate the vote totals for City of Villa Rica municipal elections, the Douglas County Superintendent will provide the results of Villa Rica City elections from Douglas County polling places to the Carroll County Election Superintendent. The Carroll County Election Superintendent will add the results from Douglas County polling places with the results from Carroll County and provide the combined results to the City of Villa Rica.

6.

In the event there are only municipal elections held simultaneously, each City shall pay costs of the Election associated with conducting the Election at city polling places to Douglas County based on the percentage of registered voters in each City, specifically 83.22% in the City of Douglasville and 16.78% in the portion of the City of Villa Rica located in Douglas County.

7.

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

8.

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

9.

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.

10.

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.

11.

The purpose of this Agreement is to provide services to the residents of the City of Villa Rica who reside in both Carroll and Douglas Counties. If there is any disagreement concerning the terms or conditions of the performance of the service, it is anticipated that the parties will diligently work to resolve such issues for the benefit of the citizens.

12.

The term of this Agreement shall be for one (1) year from the date of execution. The term shall automatically renew each year for a period of one (1) year until terminated by any party as provided below.

13.

Any party may terminate this Agreement by giving the other parties written notice of the termination at any time. The termination shall not become effective, however, until after the next regularly scheduled municipal election, if said election is within six (6) months of delivery of notice of termination. If the Notice of Termination is given prior to six (6) months before a scheduled municipal election, the termination shall become effective immediately.



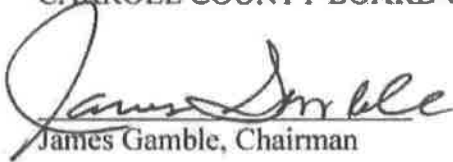
IT IS SO AGREED this 24 day of June, 2015.

DOUGLAS COUNTY BOARD OF ELECTIONS AND REGISTRATION



Bob Camp, Chairman

CARROLL COUNTY BOARD OF ELECTIONS AND REGISTRATION



James Gamble, Chairman

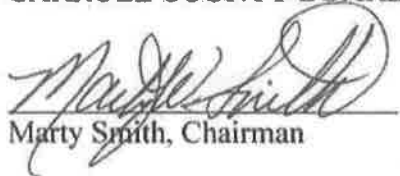
Approved by:

DOUGLAS COUNTY BOARD OF COMMISSIONERS



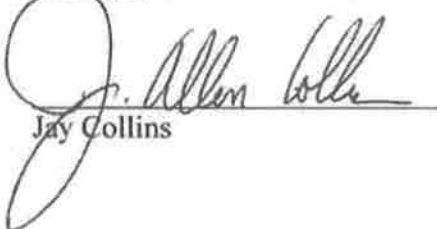
Tom Worthan, Chairman

CARROLL COUNTY BOARD OF COMMISSIONERS



Marty Smith, Chairman

MAYOR OF VILLA RICA



Jay Collins

STATE OF GEORGIA  
COUNTY OF DOUGLAS

**INTERGOVERNMENTAL AGREEMENT**  
**REGARDING STORMWATER MANAGEMENT**

This Agreement is made and entered into this 19<sup>th</sup> day  
of September, 2002, by and between

**THE CITY OF DOUGLASVILLE,**  
a municipal corporation of the State of Georgia  
(hereinafter referred to as the "City"),

and

**DOUGLASVILLE-DOUGLAS COUNTY WATER AND SEWER AUTHORITY,**  
a public body corporation of the State of Georgia  
(hereinafter referred to as the "Authority").

W I T N E S S E T H:

WHEREAS, the City has heretofore acquired, constructed,  
and equipped a stormwater management system (the "City  
System"), and the City System is now being operated and  
maintained by the City; and

WHEREAS, the City is vested with the power to provide  
stormwater services to its citizens pursuant to Article IX,  
Section II, Paragraph III of the Georgia Constitution; and

WHEREAS, the Authority has been duly and legally  
created pursuant to an Act of the General Assembly of the  
State of Georgia (Ga. Laws 1985, p. 3584, et seq.) (the  
"Act") and is authorized and empowered to perform any  
functions normally maintained by a water and sewerage system  
and to do all things deemed by the Authority necessary,  
convenient, and desirable for and incident to the efficient  
and proper development and operation of such undertakings;  
and

WHEREAS, the City and the Authority are authorized by  
Article IX, Section III, Paragraph I to enter this  
intergovernmental contract for the Authority to provide  
stormwater management services; and.

WHEREAS, the City and the Authority do each desire to enter into this Intergovernmental Agreement and agree that, subject to the terms and conditions set forth herein, the Authority has the capability to create, develop, implement, conduct, manage, administer, regulate, control, and enforce a uniform stormwater management program to protect its water supply and ensure compliance with environmental regulations by all entities, both public and private, within the corporate boundaries of the City of Douglasville, Georgia; and

WHEREAS, the federal Clean Water Act, as amended by the Water Quality Act of 1987 (33 U.S.C. § 1251, et seq.), and rules promulgated by the United States Environmental Protection Agency pursuant to the Clean Water Act place increased emphasis on the role of local governments in developing, implementing, conducting, and funding stormwater management programs which address water quality impacts of stormwater runoff; and

WHEREAS, the City has undertaken a thorough study and investigation of the management, duties, and responsibilities involved in maintaining the City System and ensuring compliance with growing environmental regulations for stormwater, including but not limited to the NPDES Phase II requirements which will become effective March 10, 2003; and

WHEREAS, the City has, by proper resolution of the Mayor and City Council, determined as follows:

- (a) Stormwater management, enforcement, and regulatory compliance have now increased to such a substantial enterprise that it is not practical for the City to independently administer the City System and that a unified stormwater management plan and program is in the best interest of the environment and all citizens of the City of Douglasville and Douglas County;
- (b) A unified stormwater system, plan, and program, including and incorporating both the City System and the stormwater system owned, operated, and maintained by Douglas County, could be integrated and managed in the best interest of all citizens of the City of Douglasville and Douglas County by the Authority;

- (c) The public health, public interest, and public welfare of all citizens of the City of Douglasville and Douglas County can be best met if the stormwater systems owned, operated, and maintained by the City of Douglasville and Douglas County are consolidated and owned, operated, and maintained by the Authority, and it will be more beneficial and in the best interest of the residents of the City of Douglasville and Douglas County, including current and future customers of the Authority and non-customers of the Authority, for the Authority to acquire the City System and the stormwater system owned, operated, and maintained by Douglas County; and

WHEREAS, the Authority, after independent study and investigation, concurs in the findings of the City and has determined that the Authority is in the best position to operate, maintain, and administer an integrated stormwater management program and that it is in the best interest of the residents of the City of Douglasville and Douglas County, including Authority customers, for the Authority to acquire the City System from the City; and

WHEREAS, the City does desire to transfer its stormwater system and the power to administer, maintain, control, and enforce a uniform system for stormwater management and soil erosion and sedimentation control to the Authority.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and agreements set forth herein, and other good and valuable consideration, the City and the Authority hereby agree as follows:

Section 1.  
Purpose of Agreement.

In order to promote a uniform program of stormwater management throughout the corporate boundaries of the City, the parties do hereby agree that the Authority, or any wholly owned subsidiary or utility established by the Authority, shall have primary jurisdiction over enactment, enforcement, management, and compliance with stormwater plans, programs, and regulatory requirements at the local, state, and federal level.

Subject to the sole discretion and control of the Authority, and further subject to any rules, regulations, or programs established by the Authority, the Authority agrees to create a uniform stormwater management system, to be applied and enforced throughout the City of Douglasville, for the following purposes:

- (1) To provide for effective management of a uniform stormwater plan and program throughout the City of Douglasville, including but not limited to the following components:
  - a. Public Education and Outreach on Stormwater Issues
  - b. Public Involvement and Participation
  - c. Illicit Discharge Detection and Elimination
  - d. Construction Site Stormwater Runoff Control
  - e. Post-Construction Stormwater Management in New Development and Redevelopment, and
  - f. Pollution Prevention;
- (2) To protect the public health, safety, and welfare by providing for the safe and effective capture and conveyance of stormwater runoff and the correction of stormwater problems;
- (3) To create a mechanism for mitigating the damaging effects of uncontrolled and unplanned stormwater runoff;
- (4) To establish and implement a master plan for storm drainage, including design, coordination, construction, management, operation, maintenance, inspection, and enforcement;
- (5) To establish and collect reasonable service charges for stormwater management services; and
- (6) To encourage and facilitate urban water resources management techniques, including but not limited to the retention and detention of stormwater runoff, minimization of the need to construct storm sewers, and the enhancement of the environment; and
- (7) To provide a mechanism to respond to obligations imposed by the Metropolitan North Georgia Water Planning District.

Section 2.  
Term of Agreement.

The parties acknowledge and agree that the term of this Intergovernmental Agreement shall be thirty (30) years, as allowed by Article IX, Section III, Paragraph I(a) of the Georgia Constitution.

Section 3.  
Transition Period and Transfer Date.

"Transition Period" - For purposes of this Agreement, the term "Transition Period" shall refer to and mean that period of time between the execution of this Agreement by both parties and the effective "Transfer Date" of January 1, 2003.

During the Transition Period, the City shall maintain ownership of the City System. The City shall remain responsible for stormwater management during the Transition Period. The parties acknowledge that the Transition Period is necessary in order to allow the Authority to adequately prepare to take-over all stormwater management responsibilities. The preliminary and comprehensive studies referred to in Section 7 may be initiated by the Authority during the Transition Period.

"Transfer Date" - For purposes of this Agreement, the term "Transfer Date" shall refer to and mean January 1, 2003, which shall be the effective date of transfer when the City shall transfer all ownership and control of the City System to the Authority and the Authority shall be responsible for stormwater management planning, programming, implementation, regulation, and enforcement in the City, in accordance with the terms and provisions of this Agreement.

Section 4.  
Powers Delegated to the Authority.

Subject to the terms and conditions of this Agreement, the City hereby delegates to the Authority all powers with respect to stormwater services and management and soil erosion and sedimentation control regulation and enforcement that it has under Georgia law. The parties agree that the Authority shall be primarily responsible for:

- (1) Planning, developing, and implementing stormwater management plans;
- (2) Financing, constructing, maintaining, rehabilitating, inspecting, and managing existing and new stormwater facilities;
- (3) Collecting fees and charges for the provision of stormwater services;
- (4) Implementing and enforcing an integrated stormwater management plan within the corporate boundaries of the City, including the enactment and enforcement of such rules and regulations for stormwater management and control as the Authority in its sole discretion deems proper;
- (5) All other related duties that are necessary, convenient, and desirable for promoting and providing a uniform stormwater management program; and
- (6) Soil erosion and sedimentation control regulation, inspection, and enforcement, including all duties that the City has as an "issuing authority" under the Georgia Erosion and Sedimentation Act of 1975, as amended (O.C.G.A. § 12-7-1, et seq.).

With respect to stormwater management, the Authority shall have the right, power, and duty to monitor the design, operation, maintenance, inspection, construction, and use of all stormwater systems within the corporate boundaries of the City. The Authority shall be responsible for the design and construction of public stormwater facilities owned by the Authority and shall inspect, operate, and maintain them. The Authority shall be responsible for plan approval and construction inspection of both private stormwater facilities and public stormwater facilities not owned by the Authority. The Authority, in its sole discretion, may accept the responsibility for the operation and maintenance of private stormwater facilities *only* when such services have been agreed to, contracted for, and approved by the Authority *in writing* and recorded in the public records of the Clerk of the Superior Court of Douglas County, Georgia.

With respect to soil erosion and sedimentation control, the Authority shall have the right, power, and duty to regulate, approve, monitor, inspect, and enforce soil erosion and sedimentation control ordinances within the corporate boundaries of the City. The parties agree that both the City and the Authority shall be required to review and approve all construction plans and that both the City and the Authority shall be required to review and approve land disturbing activity permits. The City shall issue the land disturbing activity permits, based on the City's status as the "issuing authority" under state law. If, in the future, the Authority is designated as an "issuing authority" under state law, then the parties agree that the Authority, rather than the City, shall be responsible for the issuance of land disturbing activity permits.

Both the City and the Authority shall review and approve plans for any work to be conducted by any party in the right-of-way, based on the parties' agreement and acknowledgement, as set forth herein, that the right-of-way area is an integral part of the stormwater conveyance system, the responsibility for which is transferred from the City to the Authority under this Agreement. The City shall be responsible for granting permits for working in the right-of-way, subject to the Authority's approval, which shall not be unreasonably withheld. The Authority shall have the right to object to the granting of permits to work in the right-of-way based upon the proposed work's interference with soil erosion and sedimentation control and/or stormwater conveyance, the responsibility for which are transferred to the Authority pursuant to this Agreement.

The Authority shall be solely responsible for inspection and enforcement of soil erosion and sedimentation rules, regulations, and ordinances, including Authority, City, state, and/or federal regulations. The City specifically agrees that the Authority shall have the right, power, and duty to issue citations for violations of any local, state, or federal soil erosion and sedimentation control regulation and to prosecute the same in the City's Municipal Court system. The Authority shall have the sole option to use the City Solicitor or the Authority's own counsel to prosecute any such citations and violations. If the Authority elects to use the City Solicitor, then the Authority shall reimburse the City for the legal fees incurred by the City in said prosecution.



Section 5.  
Coordination of Ordinances.

The City and the Authority agree that they shall coordinate and maintain identical ordinances regarding stormwater management and soil erosion and sedimentation control regulations. The parties agree that they shall adopt the model ordinance(s) for stormwater established by the Metropolitan North Georgia Water Planning District, which shall not be modified or amended unless: (1) mandated by state law or (2) mutually agreed to by both the City and the Authority. For soil erosion and sedimentation control, the Authority shall initially enforce the City's current ordinances; however, the Authority shall have the right to adopt its own ordinances, rules, and regulations, which shall mirror the City's current ordinances and which shall not exceed the mandates established by state law, unless any such change, modification, or amendment is mutually agreed to by both the City and the Authority.

If, in the future, the Authority is designated as an "issuing authority" under state law, then the parties agree that the Authority shall be entitled to adopt such stormwater management and soil erosion and sedimentation control regulations and ordinances as the Authority alone determines to be the most appropriate and advantageous, and the Authority shall not be required to obtain the consent of the City for a modification of such ordinances.

Section 6.  
Identification of Existing Stormwater Systems  
and Assets to be Transferred to the Authority.

Upon the terms and conditions contained in this Agreement, the City shall transfer and convey the City System to the Authority. For purposes of this Agreement, the term the "City System" shall mean and include:

Easements on Private Property

All drainage and stormwater easements held by the City and located on or within real property for which the fee interest is not owned by or dedicated to the City. This subparagraph is intended to require conveyance of all the City's real property interests in such easements.

### Roadway Structures

All facilities, roadway structures, and improvements used or useful in collecting and conducting stormwater to, through, and from drainage areas to and including points of final outlet, which are located on or within real property owned by the City in fee simple or dedicated to the City for public road purposes, including cross drains, catch basins, and culverts, but not including curbs and gutters. This subparagraph is not intended to require conveyance of any interest in real property. The City shall remain the owner of the underlying real property, while the Authority shall become the owner, with all rights of control and use, of the stormwater structures identified in this subparagraph. The City shall have a continuing duty to transfer the identified interests to the Authority for any new or additional City roads, whether said interest arises from construction of a new or expanded roadway or is obtained by the City as a result of annexation. It is not the intent of the parties for the Authority to assume any obligation or liability for roadway maintenance or improvements, except for the stormwater structures conveyed by this Agreement.

### Rights-of-Way

A right of use for any curbs and gutters within the rights-of-way owned or controlled by the City and for any natural structures or natural watercourses used or useful in collecting and conducting stormwater to, through, and from drainage areas to and including points of final outlet, which are located on or within real property owned by or dedicated to the City in fee simple, including ditches, streams, and retention and detention basins. This subparagraph is not intended to require conveyance of any interest in real property. The City shall remain the owner of the underlying real property, while the Authority shall become the owner, with all rights of control and use, of the stormwater structures identified in this subparagraph. The City shall have a continuing duty to transfer the identified interests to the Authority for any new or additional City roads, and the appurtenant rights-of-way, whether said interest arises from construction of a new or expanded roadway or is obtained by the City as a result of annexation.

The City shall provide the Authority with a full and complete detailed inventory of the City System and all of its component parts, structures, and facilities, including but not limited to those components described above. The inventory of the City System shall be certified by the appropriate City officials. The City shall have a continuing duty to disclose and update said inventory, in order to provide as much information to the Authority as possible regarding the City System, which is to be transferred to the Authority pursuant to this Agreement. Said inventory requirement may be satisfied by the City marking and identifying all stormwater structures transferred from the City to the Authority pursuant to this Agreement on appropriate maps of the City, which shall be attached to this Agreement as Exhibit "A" and incorporated herein by reference thereto.

Section 7.

Consideration for Transfer of Existing  
Stormwater Systems and Assets and Assumption  
of Responsibility for Stormwater Management.

The City acknowledges that the take-over of stormwater management and soil erosion and sedimentation control enforcement represents a substantial benefit to the City. As consideration for the Authority's assumption of responsibility for these services pursuant to this Intergovernmental Agreement, the City shall pay \$77,179.00 to the Authority on or before the effective Transfer Date of January 1, 2003, as an initial funding for implementation of the Authority's stormwater management activities, including a contribution towards expenses associated with stormwater management planning and programming, including, but not limited to, comprehensive stormwater studies, needs assessments, rate studies and analysis, watershed assessments, and any other studies or assessments required by NPDES regulations or other applicable state or federal regulations.

During the Transition Period and throughout the one-year period following the effective Transfer Date of January 1, 2003, the City shall reimburse the Authority for one-half of the costs for studies or assessments required by NPDES regulations or other applicable state or federal regulations and incident to the establishment of the Authority's stormwater program (the "start-up studies"). This duty of contribution on the part of the City shall be in addition to the initial funding payment identified in the preceding

paragraph and shall extend through and including December 31, 2003. The Authority shall select the third-party consultant(s) to conduct the start-up studies. The City Engineer shall participate in the Authority's review and selection of the consultant(s).

In consideration of the transfer of assets from the City to the Authority pursuant to this Intergovernmental Agreement, the initial funding payment, the sharing in the costs of the start-up studies, and the City's ongoing remission of soil erosion and sedimentation control fees and fines to the Authority, the City shall be entitled to a credit and treated as having prepaid any and all assessments, billings, fees, and charges imposed by the Authority for stormwater management services, regardless of the form of revenue creation implemented by the Authority from time to time. The parties agree that the transfer of assets from the City to the Authority represents a value given and shall be treated as a prepayment by the City for any such assessment, billings, fees, and charges which may otherwise be imposed by the Authority. The City acknowledges and agrees that the foregoing prepayment credits shall not be applicable to any fines or penalties imposed on the Authority or the City by any state or federal agency for the violation of any applicable law, ordinance, rule, or regulation by the City or arising from any administrative or judicial proceeding.

#### Section 8.

#### Conveyance of Existing Stormwater Systems and Assets.

On or before the effective Transfer Date of January 1, 2003, the City shall transfer the City System to the Authority and execute such further and additional documents, deeds, bills of sale, and other written agreements as may be requested by the Authority or otherwise necessary to transfer all title, rights, and interest in the City System, as described in Section 6 hereof and more fully detailed in the inventory to be provided by the City pursuant to Section 6, free and clear of any liens or encumbrances. The City shall take such actions as are necessary to convey to the Authority all title, rights, and interest to the real and personal property, including the component parts, comprising the City System and to grant to the Authority such easements across adjacent property owned by the City as shall be necessary for access to said System from the nearest existing public road or street.

Section 9.  
Liabilities of the Parties.

The City shall be solely responsible for any and all claims or portions of claims arising from events, actions, inactions, and omissions up to the effective Transfer Date of January 1, 2003, regardless of the actual date that a formal claim is made or a legal action is filed.

The City shall have a continuing duty to promptly disclose to the Authority all known or anticipated claims, lawsuits, and liabilities arising from the City's operation, design, approval, and maintenance of the City System.

The Authority shall be solely responsible for any and all claims or portions of claims arising from events or actions occurring after the effective Transfer Date of January 1, 2003, except that the Authority shall have no liability for any damages to a third party for any component of the City System that is not disclosed in the inventory of assets, rights, and interests or identified on the maps to be provided by the City to the Authority. The City shall indemnify and hold the Authority harmless for any damages to a third party which result from any component of the City System that is not disclosed in the required inventory.

The City and the Authority covenant to mutually cooperate, in good faith, in the defense of any action involving claims against both parties.

Section 10.  
Funding and Fees.

The Authority shall, in its sole discretion, have the right to implement and enforce any lawful means of revenue generation, including, but not limited to, user fees, add-ons to current fees, assessments, and charges for services, for the purpose of funding its stormwater management activities, including, but not limited to, private construction plan review, permitting, maintaining, planning, designing, reconstructing, constructing, environmentally restoring, regulating, water quality testing, and inspecting storm drainage and the storm drainage system and the management and administration thereof.

Commencing upon the effective Transfer Date of January 1, 2003, the City shall remit all soil erosion and sedimentation control permitting fees and fines collected by

the City after said Transfer Date, exclusive of any statutory add-ons, to the Authority on a monthly basis. Upon execution of this Agreement, the City shall provide the Authority with a copy of its current schedule of fees and fines.

To the extent that there may be monies available for stormwater plans and projects through grants available to municipalities or other governmental entities, the City covenants to cooperate with the Authority and agrees to lend its name to any application by the Authority for any such grant.

The parties agree and acknowledge that the Authority shall only undertake stormwater projects and improvements for which it has a sufficient source of funding. The parties specifically acknowledge that the Authority shall segregate its water and wastewater revenues, fees, and funds from the revenues, fees, and funds to be implemented and generated for the purpose of stormwater services pursuant to this Agreement. The Authority shall have the sole discretion to determine the source of its funding for the start-up studies under this Agreement as well as to determine the source of its funding for any water quality studies, which have or may have an impact on the Authority's water and wastewater operations and permits.

Section 11.  
Books and Records.

All original books and records, or duplicate originals thereof, of the City pertaining to the City System, including but not limited to a final and complete detailed inventory of the City System as required by Section 6, shall be transferred and delivered to the Authority by the City on or before the effective Transfer Date of January 1, 2003.

Section 12.  
Transfer Costs.

Each party shall be solely responsible for their individual costs, including, without limitation, fees and expenses of counsel, incurred in connection with this Agreement and the proposed transfer of the City System to the Authority.

Section 13.

Stipulations as to Future Contracts for  
Stormwater Management with Other Governmental Entities.

The parties agree and stipulate that any future Intergovernmental Agreement Regarding Stormwater Management that the Authority may enter into with the governing body of Douglas County or any other entity which lies in whole or in part within the Authority's service area shall be identical to this Agreement; provided, however, that the Authority shall equitably adjust the initial funding fee provided for in Section 6, based upon the following factors: (1) the date of entry of any such agreement with respect to the NPDES Phase II implementation deadline of March 10, 2003; (2) the total acreage within the jurisdictional area of such governmental entity; (3) the components and condition of the stormwater system and assets to be transferred to the Authority by such governmental entity; and (4) the necessity for and scope of comprehensive stormwater studies, needs assessments, rate studies and analysis, watershed assessments, and any other studies or assessments required by NPDES regulations or other applicable state or federal regulations with respect to the jurisdictional area of such governmental entity. Any future Intergovernmental Agreement Regarding Stormwater Management with any other governing body shall also require that entity: (1) to be responsible for any additional studies necessary for that jurisdiction and (2) to pay to the Authority its pro-rata share, whether by reimbursement or contribution, for the start-up studies identified in Section 6 and benefiting said entity in any regard, regardless of the date of commencement or completion of said studies. The Authority and the City shall be entitled to a reduction of their payment obligations for the start-up studies from one-half to a pro-rata share upon the execution of an identical Intergovernmental Agreement regarding Stormwater Management between the Authority and another governmental entity; however, the Authority shall have the discretion to either refund any overpayment by the City or to credit said overpayment to future studies within the required contribution period established by Section 7.

Section 14.

Obligations to Survive Execution and Transfer.

It is agreed that the covenants, agreements, representations, obligations, and duties contained in this Intergovernmental Agreement shall survive the execution of this Agreement and the proposed transfer of the City System,

and shall be enforceable by action for mandamus, specific performance, or other appropriate legal remedy.

Section 15.  
Miscellaneous Provisions.

Any provision in this Agreement that is held by a court of competent jurisdiction to be prohibited, invalid, or unenforceable shall be ineffective to the extent of such prohibition, invalidity, or unenforceability without invalidating or rendering unenforceable the remaining provisions of this Agreement. To the extent of any such prohibition, invalidity, or unenforceability, the responsibility for the services delegated hereunder from the City to the Authority shall automatically revert to the City and shall be the City's responsibility.

This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective successors and permitted assigns. This Agreement shall not be assignable by either party without the express written consent of the other party.

This Agreement sets forth the entire understanding of the parties. No provision of this Agreement may be amended, waived, or otherwise modified without the prior written consent of both parties. No action taken pursuant to this Agreement shall be deemed to constitute a waiver of compliance with any representation, condition, covenant, or agreement herein contained by the party taking such action. The waiver by any party hereto of a breach of any provision or condition contained in this Agreement shall not operate or be construed as a waiver of any subsequent breach of the Agreement or any provision or condition contained herein.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one in the same instrument.

Any notice required to be given in writing hereunder shall be deemed sufficient if mailed by certified mail, return receipt requested, to the other party at the addresses provided below:



As to the City:

City Manager  
City of Douglasville  
Post Office Box 219  
Douglasville, Georgia 30133

As to the Authority:

Executive Director  
Douglasville-Douglas County  
Water and Sewer Authority  
P. O. Box 1157  
Douglasville, Georgia

Either party may modify its named representative and/or address for notice at any time upon written notice to the other party.

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

**CITY OF DOUGLASVILLE, GEORGIA**

(Affix City Seal)

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

  
Mickey Thompson, Mayor

Attest:

  
\_\_\_\_\_  
Joyce Stone, City Clerk

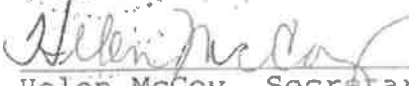
**DOUGLASVILLE-DOUGLAS COUNTY  
WATER AND SEWER AUTHORITY**

(Affix Authority Seal)

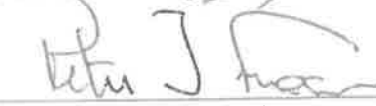
By: \_\_\_\_\_

  
Jim Kelllogg, Chairman

Attest:

  
\_\_\_\_\_  
Helen McCoy, Secretary

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

  
Peter J. Frost  
Executive Director