

TROUP COUNTY SERVICE DELIVERY AGREEMENT

I. PARTIES:

The parties to this Agreement are Troup County, Georgia, the City of Hogansville, Georgia, and the City of LaGrange, Georgia, which collectively are the local governments required to approve the Troup County Local Government Service delivery strategy pursuant to O.C.G.A. § 36-70-25, and their approval of this Agreement shall be effective upon the execution of Georgia Department of Community Affairs FORM 4: Certifications by the duly authorized officer of each.

II. DEFINED TERMS.

"Act" shall mean Article 2 of Chapter 70 of Title 36 of the Official Code of Georgia Annotated.

"Cities" shall collectively mean the Cities of Hogansville, LaGrange, and West Point.

"County" shall mean Troup County, Georgia.

"DCA" means the Department of Community Affairs of the State of Georgia.

"Hogansville" shall mean the City of Hogansville, Georgia.

"LaGrange" shall mean the City of LaGrange, Georgia.

"Parties" shall mean County, Hogansville, and LaGrange.

"SDS" shall mean Service Delivery Strategy as required by the Service Delivery Act.

"West Point" shall mean the City of West Point, Georgia.

III. EFFECTIVE DATE.

This Agreement shall be effective upon its approval by the Parties and verification by the DCA.

IV. SERVICE AGREEMENTS.

In reaching this Agreement and its service arrangements and agreements, the Parties have considered all requirements and criteria set forth in the Act and agree that they have addressed each of the same to the mutual benefit of the Parties' citizens through the cooperative exchange of services as provided in this SDS.

The Parties agree that this SDS shall promote the delivery of local government services in the most efficient, effective, and responsive manner.

Service categories that have changed names or that have been consolidated from those submitted with the previous (2010) SDS and an explanation for the change are set forth in Exhibit A.

The agreement of the Parties with respect to each local governmental service and funding of the same are set forth below and as may be supplemented by the SDS Form 2 which is incorporated into this Agreement as if specifically set forth herein and is referred to herein as "Form 2." The Parties agree that the funding mechanisms set forth in each SDS Form 2 may be utilized in whole, in part, or in any combination thereof for that particular service. To that end, the funding mechanisms are cumulative, and the use of one shall not prohibit the use of others.

AIRPORT

The LaGrange-Callaway Airport "Airport" is the only airport in Troup County and provides countywide service. The Airport was operated by the Troup County Airport Authority until that entity was abolished by the General Assembly in 2014. The Airport is now operated by County. This service will be funded with general funds, enterprise funds, user fees, grants, donations, SPLOST, and/or some combination of same.

ANIMAL CONTROL

County will provide this service within unincorporated Troup County and Cities will provide this service within their respective municipal limits. The Parties shall each fund this service within their respective jurisdictions from their respective general funds, enterprise funds, user fees, grants, donations, SPLOST, and/or some combination of same.

ANIMAL SHELTER

County will provide this service within unincorporated Troup County and Cities will provide this service within their respective municipal limits. The Parties shall each fund this service within their respective jurisdictions from their respective general funds, enterprise funds, user fees, grants, donations, SPLOST, and/or some combination of same.

BROAD BAND AND TELECOMMUNICATIONS

LaGrange is currently the sole government provider of broadband and telecommunication services in Troup County, and provides such through authority granted by the Public Service Commission and existing state and federal law. The services are funded through general funds, enterprise funds, user fees, grants, donations, SPLOST, and/or some combination of same. Nothing in this agreement is intended to foreclose any other jurisdiction from providing such services as may be allowed by law.

BUSINESS LICENSES

County will provide this service within unincorporated Troup County and Cities will provide this service within their respective municipal limits. The Parties shall each fund this service within their respective jurisdictions from their respective general funds, enterprise funds, user fees, grants, donations, SPLOST, and/or some combination of same.

CEMETARIES

County does not provide this service. Cities will provide this service within their respective municipal limits and will fund the same from their respective general funds, enterprise funds, user fees, grants, donations, SPLOST, and/or some combination of same.

CODE ENFORCEMENT

The County and Cities will provide this service (to include building permitting and all code inspection) within their respective political jurisdictions and County will additionally provide certain fire inspection services to Hogansville by intergovernmental agreement as identified in Form 2. The Parties shall each fund this service within their respective jurisdictions from their respective general funds, enterprise funds, user fees, grants, donations, SPLOST, and/or some combination of same.

CORONER

The Troup County Coroner provides death investigation services countywide. All costs of the Coroner will be paid from county general funds, enterprise funds, user fees, grants, donations, SPLOST, and/or some combination of same.

COUNTY-WIDE COURT SERVICES

Superior, State, Magistrate, Juvenile, and Probate court functions and services (including prosecution, probation, social services, administration, alternate dispute resolution, victim services, indigent defense, and any additional related/allied services) are countywide in scope and function, and all costs associated with such service(s) will be funded by county general funds, enterprise funds, user fees, fines, forfeitures, grants, donations, SPLOST, and/or some combination of same.

ECONOMIC DEVELOPMENT

County and Cities provide this service within their respective political jurisdictions either through contract in public-private partnerships, development authorities, or their departmental units. The Parties shall each fund this service within their respective jurisdictions from their respective general funds, enterprise funds, user fees, grants, donations, SPLOST, and/or some combination of same.

ELECTIONS

Troup County currently provides elections and voter registration service for all elections held countywide (national, state, district, and county) through its Board of Elections and Registration and will fund the same from county general funds, enterprise funds, user fees, grants, donations, SPLOST, and/or some combination of same. The Board of Elections and Registration currently provides and may in the future continue to provide this service to the Cities for their municipal elections on a fee basis based upon cost reimbursement pursuant to intergovernmental agreements. Existing agreements are identified in Form 2.

E-911 COMMUNICATIONS CENTER

Emergency 911 (E-911) service in Troup County is provided for all jurisdictions by County except for West Point. County and West Point primarily fund this service from the statutory surcharge on local telephones and cellular phones. They will also fund this service from their respective general funds, enterprise funds, user fees, grants, donations, SPLOST, and/or some combination of same.

ELECTRIC UTILITY

This service is provided by the Cities within their respective state determined territories. County does not provide this service. The Cities will fund this service through general funds, enterprise funds, user fees, grants, donations, SPLOST, and/or some combination of same.

EMERGENCY MANAGEMENT

This service is provided countywide by the County and will be funded by county general funds, enterprise funds, user fees, grants, donations, SPLOST, and/or some combination of same. To the extent Cities provide additional/enhanced emergency management services such services will be provided by their respective general funds, enterprise funds, user fees, grants, donations, SPLOST, and/or some combination of same. This was previously called "Emergency Management Service" in the previous SDS.

EMERGENCY MEDICAL SERVICE

This service is not provided by County, Hogansville, or LaGrange. West Point provides this service in its municipal limits and funds the same by general funds, enterprise funds, user fees, grants, donations, SPLOST, and/or some combination of same.

EXTENSION SERVICE

The Troup County Extension Service provides this service countywide. The Extension Service is a part of the University System of Georgia and receives some state funding. This service will also be funded from the county general funds, enterprise funds, user fees, grants, donations, SPLOST, and/or some combination of same.

FIRE PROTECTION

Troup County provides fire services to unincorporated Troup County and to Hogansville pursuant to intergovernmental agreement as identified in Form 2 hereto. LaGrange and West Point operate municipal fire departments. The Parties shall each fund this service within their respective jurisdictions from their respective general funds, enterprise funds, user fees, grants, donations, SPLOST, and/or some combination of same.

HEALTH DEPARTMENT

Public health services in Troup County are subsidized by the County (by means of County appropriations to supplement the State's funding formula) through the Troup County Health Department. Those services are available countywide and will be funded by county general funds, enterprise funds, user fees, grants, donations, SPLOST, and/or some combination of same.

HOUSING

This service is provided by Hogansville, LaGrange and West Point within their respective jurisdictions and funded by their respective general funds, enterprise funds, user fees, grants, donations, SPLOST, and/or some combination of same. This was added as an amendment in 2020.

JAILS

Jail services are provided countywide by the Troup County Jail and all costs for the provision of this service will be paid with county general funds, enterprise funds, user fees, grants, donations, SPLOST, and/or some combination of same.

LAW ENFORCEMENT

The Cities provide this service for their respective jurisdictions and fund the same from their respective general funds, enterprise funds, user fees, grants, donations, SPLOST, and/or some combination of same. The Sheriff of Troup County provides law enforcement service in unincorporated Troup County and may on occasion provide such services within one or more of the Cities by agreement. While the Sheriff and his services are not local governments subject to SDS, the Parties acknowledge and agree that the costs of the Sheriff, including jail operation, law enforcement, and judicial support costs, will be paid with county general funds, enterprise funds, user fees, grants, donations, SPLOST, and/or some combination of same.

LIBRARIES

This service is provided by County through the LaGrange Memorial Library and the Hogansville Public Library, which are available to all Troup County citizens countywide. County will fund this service with county general funds, enterprise funds, user fees, grants, donations, SPLOST, and/or some combination of same. West Point provides library services within its municipal boundaries via the Hawkes Public Library and funds the same with its general funds, enterprise funds, user fees, grants, donations, SPLOST, and/or some combination of same.

MUNICIPAL COURTS

County does not provide this service. Cities will provide this service, including the public prosecution and indigent defense services associated therewith, within their respective municipal limits and will fund the same from their respective general funds, enterprise funds, user fees, fines, forfeitures, grants, donations, SPLOST, and/or some combination of same.

NATURAL GAS

This service is provided by the Cities within their respective territories as defined by the Public Service Commission approved Countywide Safety Plan. County does not provide this service. The Cities will fund this service through their respective general funds, enterprise funds, user fees, grants, donations, SPLOST, and/or some combination of same.

PARKS

County has primarily managed and funded parks countywide with each municipality from time-to-time contributing funds for specific park projects in their respective jurisdictions. The County will continue to provide park services countywide and fund the same from its general fund, enterprise fund, user fees, grants, donations, SPLOST, and/or some combination of same, except for certain parks located within the municipal limits of LaGrange as designated by agreement(s) with County. Troup County will further be providing a one-time grant match in the amount of \$40,000.00 to the City of Hogansville for Lake Jimmy Jackson Park.

PLANNING AND ZONING

County and Cities provide planning and zoning services for their respective jurisdictions. Each jurisdiction desires to continue providing these services for the purposes of maintaining local oversight, accountability, and level of service. The Parties shall each fund this service within their respective jurisdictions from their respective general funds, enterprise funds, user fees, grants, donations, SPLOST, and/or some combination of same.

PUBLIC HOUSING

Public Housing in Troup County is provided by the statutorily created housing authorities of Hogansville, LaGrange, and West Point. The forms attached as Form 2 have been modified to correctly reference the authorities as providing the service. Each Housing Authority will fund this service within their respective jurisdictions through their respective entity's general funds, enterprise funds, user fees, grants, donations, SPLOST, and/or some combination of same.

RECREATION

County will provide countywide recreation programs, including senior programs and services) and will fund the same from general funds, enterprise funds, user fees, grants, donations, SPLOST, and/or some combination of same. The types of programs, activities, and facilities vary in each jurisdiction/community in nature and scope according to resources, local preferences, and available facilities.

ROAD MAINTENANCE

Road and street maintenance and construction (to include sidewalks and road and sidewalk appurtenances) within the corporate limits of the Cities will be funded by the Cities respective general funds, enterprise funds, user fees, grants, donations, SPLOST, and/or some combination of same. Troup County provides for road and street maintenance and construction in the unincorporated areas of the County and will fund the same from its general funds, enterprise funds, user fees, grants, donations, SPLOST, and/or some combination of same. The Parties will only provide road maintenance outside of their respective political jurisdictions on a case-by-case basis by way of mutual agreement between the jurisdiction providing the maintenance and the jurisdiction in which the road/street to be maintained is located.

SOCIAL SERVICES

Social Services in Troup County are provided countywide by Department of Family and Children Services (DFACS) and the Pathways Center (mental health) and supplemental funding will be provided by the County from the county general funds, enterprise funds, user fees, grants, donations, SPLOST, and/or some combination of same.

SOLID WASTE/DISPOSAL/RECYCLING

The Cities provide their own solid waste collection, storage, transport, disposal and/or recycling services either through direct service or by contract with a private collection provider and are funded in large part through user fees. County owns a C&D Landfill and provides convenience centers for countywide use by all Troup County citizens and for the transport and disposal of waste deposited at the convenience centers. Residents of unincorporated Troup County also contract independently with private collection firms. LaGrange owns and operates a Subtitle D landfill. The Parties shall each fund this service within their respective jurisdictions from their respective general funds, enterprise, user fees, grants, donations, SPLOST, and/or some combination of same.

SEWAGE COLLECTION

This service is provided by the Cities within their respective municipal limits. County does not provide this service. The Cities will fund this service through general funds, enterprise funds, user fees, grants, donations, SPLOST, and/or some combination of same.

TAX APPRAISAL

The Troup County Board of Assessors currently provides this service for countywide tax valuation and all costs are paid from the county general funds, enterprise funds, user fees, grants, donations, SPLOST, and/or some combination of same.

TAX COLLECTION

With the exception of West Point, which collects its ad valorem taxes, Troup County currently provides this service for countywide tax collection (including vehicle TAVT and registration and manufactured homes) through the Troup County Tax Commissioner and will fund the same from the county general funds, enterprise funds, user fees, grants, donations, SPLOST, and/or some combination of same. County and the Tax Commissioner may also provide this service to municipalities for city taxes on a fee basis pursuant to intergovernmental agreements. West Point funds this service with its general funds, enterprise funds, user fees, grants, donations, SPLOST, and/or some combination of same.

WATER AND WASTEWATER SERVICES

The Cities provide this service primarily within their respective municipal limits. Cities fund this service using their respective general funds, enterprise funds, user fees, grants, donations, SPLOST, and/or some combination of same. County does not provide or fund water/wastewater service.

WORK FORCE DEVELOPMENT

The Cities provide this service primarily within their respective municipal limits. Cities fund this service using their respective general funds, enterprise funds, user fees, grants, donations, SPLOST, and/or some combination of same. This was added as an amendment in 2020.

EXHIBIT "A"

Alternate Dispute Resolution was included as a separate service in the 2010 SDS forms. This service has been consolidated and included as part of the County-wide court services.

Archives, Data Processing, Fleet Maintenance, Human Resources, and Purchasing were included as services in the 2010 SDS forms. The parties agree that they will not be included as services in this SDS since they are contractual, administrative, or departmental support services and are not services provided to the public. To the extent applicable, all costs for these services will be paid from the general funds or other funds derived from any revenue source(s) of the Parties for their respective jurisdictions.

Commercial Sanitation was included as a service in the 2010 SDS forms. This service has been consolidated and included as part of the Solid Waste Collection/Disposal/Recycling service.

Community Service was included as a separate service in the 2010 SDS forms. This service has been consolidated and included as part of the County-wide Court services.

Court Administration was included as a separate service in the 2010 SDS forms. This service has been consolidated and included as part of the County-wide Court services.

The Department of Family and Children Services was included as a service in the 2010 SDS forms. This service is included in the Social Services service.

Indigent Defense was included as a service in the 2010 SDS forms. This service has been consolidated and included as part of the County-wide Court services.

Infrastructure Development Districts was included as a service in the 2010 SDS forms. This service is inapplicable as no provision exists in law for the same.

Inmate Details was included as a service in the 2010 SDS forms. This service is inapplicable as the County does not currently have custody or control of any inmates.

Juvenile Court was included as a service in the 2010 SDS forms. This service has been consolidated and included as part of the County-wide Court services.

Magistrate Court was included as a service in the 2010 SDS forms. This service has been consolidated and included as part of the County-wide Court services.

Marshal's Office was included as a service in the 2010 SDS forms. This service has been consolidated and included as part of the Courts and Code Enforcement services.

Mental Health was included as a service in the 2010 SDS forms. This service is included in the Social Services service.

Probate Court was included as a service in the 2010 SDS forms. This service has been consolidated and included as part of the County-wide Court services.

Public Prosecution was included as a separate service in the 2010 SDS forms. This service has been consolidated and included as part of the County-wide Court services.

Public Works Camp was included as a service in the 2010 SDS forms. This service is inapplicable as the County no longer operates a correctional institution or have custody or control of any inmates.

Recycling was included as a service in the 2010 SDS forms. This service has been consolidated and included as part of the Solid Waste Collection/Disposal/Recycling service.

Sanitation was included as a service in the 2010 SDS forms. This service has been consolidated and included as part of the Solid Waste Collection/Disposal/Recycling service.

Sidewalks was included as a service in the 2010 SDS forms. This service has been consolidated and included as part of the Roads and Streets service.

State/Superior Court was included as a service in the 2010 SDS forms. This service has been consolidated and included as part of the County-wide Court services.

Telecommunications was included as a service in the 2010 SDS forms. This service has been consolidated and included as part of the Broadband/Telecommunications service.

Vehicle Registration was included as a service in the 2010 SDS forms. This service has been consolidated and included as part of the Tax Collection service.

Veterans Service was included as a separate service in the 2010 SDS forms but is no longer provided by any jurisdiction and is thus not included in the submission.

Victims Witness Services was included as a service in the 2010 SDS forms. This service has been consolidated and included as part of the County-wide Court services.

Voter Registration was included as a service in the 2010 SDS forms. This service has been consolidated and included as part of the Elections service.

Water Pollution Control was included as a separate service in the 2010 SDS forms. This service has been consolidated and included as part of Water and Wastewater Services.

Water Supply Distribution was included as a separate service in the 2010 SDS forms. This service has been consolidated and included as part of Water and Wastewater Services.

Work Release was included as a separate service in the 2010 SDS forms. This service has been consolidated and included as part of the County-wide Court services.



Georgia
Community Affairs



SERVICE DELIVERY STRATEGY

FORM 1

COUNTY: **TROUP**

I. GENERAL INSTRUCTIONS:

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

<p>OPTION A <i>Revising or Adding to the SDS</i></p>	<p>OPTION B <i>Extending the Existing SDS</i></p>
<ol style="list-style-type: none"> 4. List all services provided or primarily funded by each general purpose local government and authority within the county which are revised or added to the SDS in Section IV, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.) 5. For each service or service component listed in Section IV, complete a separate, updated <i>Summary of Service Delivery Arrangements</i> form (FORM 2). 6. Complete one copy of the <i>Certifications</i> form (FORM 4) and have it signed by the authorized representatives of participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 4).] 	<ol style="list-style-type: none"> 4. In Section IV type, "NONE." 5. Complete one copy of the <i>Certifications for Extension of Existing SDS</i> form (FORM 5) and have it signed by the authorized representatives of the participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 5).] 6. Proceed to step 7, below. <div data-bbox="846 1192 1479 1402" style="background-color: black; color: white; padding: 5px; text-align: center;"> <p><i>For answers to most frequently asked questions on Georgia's Service Delivery Act, links and helpful publications, visit DCA's website at http://www.dca.ga.gov/development/PlanningQualityGrowth/programs/servicedelivery.asp, or call the Office of Planning and Quality Growth at (404) 679-5279.</i></p> </div>

7. If any of the conditions described in the existing *Summary of Land Use Agreements* form (FORM 3) have changed or 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.

Downtown LaGrange Development Authority
Downtown West Point Development Authority
Hogansville
Hogansville Development Authority
Housing Authority of Hogansville
Housing Authority of LaGrange
Housing Authority of West Point
LaGrange
LaGrange Development Authority
Troup County
Troup County Development Authority
Troup Family Connections Authority
West Point
West Point Development Authority
West Point Lake Development Authority

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

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

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.

Airport (Service provider changed to Troup County; funding mechanisms changed)
Animal Control (Service providers and funding mechanisms changed)
Animal Shelter (Funding mechanisms were changed)
Broadband and Telecommunications (Telecommunications and Broadband Communications were combined into this service)
Business License (Funding mechanisms were changed)
Cemeteries (Funding mechanisms were changed)
Code Enforcement (Funding mechanisms were changed)
Coroner (Funding mechanisms were changed)
County-Wide Court Services (New service combining what were Alt. Dispute Resolution, Community Service, Court Administration, Indigent Defense, Juvenile Courts, Magistrate Court, Marshal's office, Probate Court, Public Prosecution, State/Superior Court, Victims Witness Services, and Work Release)
E-911 (Hogansville and LaGrange were removed as funding parties; Funding mechanisms were changed)
Economic Development (Funding mechanisms were changed)
Elections (Voter Registration was merged into this service; funding mechanisms were changed)
Electric Utility (Funding mechanisms were changed)
Emergency Management (Funding mechanisms were changed)
Emergency Medical Service (renamed from "Emergency Management Service"; Service providers, funding parties, and funding mechanisms changed)
Extension Service (Funding mechanisms were changed)
Fire Protection (Hogansville was added as a service provider and funding mechanisms were changed)
Health Department (Funding mechanisms were changed)
Housing (Service added by amendment and verified in 2020; Funding mechanisms were changed)
Jails (service provider and funding mechanisms were changed)
Law Enforcement (Funding mechanisms were changed)
Libraries (service provider and funding parties were changed to add West Point; Funding mechanisms were changed)
Municipal Courts (Funding mechanisms were changed)
Natural Gas (Funding mechanisms were changed)
Parks ("Parks and Recreation" was divided into two separate services. Service providers, funding parties, and funding mechanisms for Parks were changed)
Planning and Zoning (Funding parties were added and funding mechanisms were changed)
Public Housing (Service providers, funding parties, and funding mechanisms have changed)
Recreation ("Parks and Recreation" was divided into two separate services; funding mechanisms were changed)
Road Maintenance (Funding mechanisms were changed; "Sidewalks" was merged into this Service)
Sewage Collection (Funding mechanisms were changed)
Social Services (this is a new service combining the Department of Family and Children Services and Mental Health)
Solid Waste / Disposal / Recycling (This is a new service combining Recycling, Commercial Sanitation, and Sanitation)
Tax Appraisal (Funding mechanisms were changed)
Tax Collection (Vehicle Registration was merged into this service; funding mechanisms were changed)
Water and Wastewater Services (Water Supply Distribution and Water Pollution Control were merged into this service)
Workforce Development (Service was added by amendment and verified in 2020; Funding mechanisms were changed))
Archives, Data Processing, Fleet Maintenance, Human Resources, Infrastructure Development Districts, Inmate Details, Public Works Camp, Purchasing, and Veterans Service were removed.



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:TROUP

Service:Airport

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.):**Troup 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>
Troup County	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST

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

Troup County Airport Authority, which formerly operated the local airport, was abolished in 2014 by Act of the Georgia General Assembly. Troup County now manages and operates the airport. Funding mechanisms were changed.

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

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

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

None

7. Person completing form: **Meg Kelsey**
 Phone number: **706-883-2010** Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: TROUP

Service: Animal Control

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

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

- 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.): **Hogansville, LaGrange, West Point, Troup 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>
Troup County	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST
Hogansville	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST
LaGrange	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST
West Point	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST

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

The service providers and funding mechanisms were changed.

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

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

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

None

7. Person completing form: **Meg Kelsey**
 Phone number: **706-883-2010** Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:TROUP	Service:Animal Shelter
---------------------	-------------------------------

1. Check one box that best describes the agreed upon delivery arrangement for this service:
- a.) Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
 - 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.): **Hogansville, LaGrange, Troup County, West Point**
 - 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>
Troup County	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST
Hogansville	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST
LaGrange	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST
West Point	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST
	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST

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

Funding mechanisms were changed.

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>
Animal Shelter Services for West Point	City of West Point/Harris County	05-01-18; Annual Renewal
Animal Shelter Services for Hogansville	City of LaGrange/Hogansville	11-01-08; Renewable

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: **Meg Kelsey**

Phone number: **706-883-2010** 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:

C&A # _____

**INTERGOVERNMENTAL AGREEMENT BETWEEN
HARRIS COUNTY, GEORGIA
AND THE CITY OF WEST POINT, GEORGIA**

STATE OF GEORGIA
COUNTY OF HARRIS

THIS AGREEMENT is made and entered into between the City of West Point, Georgia, hereinafter referred to as "City", a municipal corporation organized and existing by virtue of the laws of the State of Georgia, and Harris County, Georgia, hereinafter referred to as "County", also organized and existing under the laws of the State of Georgia.

W I T N E S S E T H:

WHEREAS, Article IX, Section III, of the Constitution of the State of Georgia, authorizes intergovernmental contracts between counties and municipalities, with each other, for the provision of services; and

WHEREAS, County currently has in place serving the unincorporated area of Harris County an Animal Control Officer, an Animal Control Ordinance, hereinafter referred to as "Ordinance", and an Animal Control Shelter, hereinafter referred to as "Shelter"; and

WHEREAS, for the purpose of this agreement, animals means dogs, cats, puppies and kittens, whose ownership is unknown; and

WHEREAS, City is desirous of utilizing the Shelter for the impoundment of stray animals it has captured.

NOW THEREFORE, the parties of this agreement, each in consideration of the mutual benefit and promises and obligations to each, agree as follows:

1. FEES

City agrees to the following charges:

- (a) \$35.00 per dog or cat 6 months of age or older; and
- (b) \$20.00 per puppy or kitten (less than 6 months of age) with or without their mother

In addition to the fees established above, City also agrees to be invoiced for actual additional veterinarian costs in the event injured or sick animals, which need immediate medical care, are turned over to the County by the City.

2. PAYMENT

County shall invoice City at: City Manager, City of West Point, PO Box 487, West Point, GA 31833-0487.

City agrees to remit payment to County, on a monthly basis, as invoiced by County, to: Finance Department, Harris County Commissioners, PO Box 365, Hamilton, GA 31811-0365.

3. OWNERSHIP

City agrees to immediately transfer to County ownership of impounded animals, after which the animals become the property of the County and can be adopted out or euthanized in accordance with the Ordinance; and

4. CARE

County agrees to cage, feed, care for, and humanely treat animals received from City; and

5. TERM

This term of this agreement shall commence on the 1st day of May 2018, and shall continue in force from year to year, unless terminated by either party by thirty (30) days written notice to the other.

6. NOTICES


All notices, not including invoices and payment, given hereunder between the parties shall be in writing and shall be deemed given when personally delivered or when mailed by certified first class mail, return receipt requested, postage prepaid, or by a recognized overnight courier service, as follows:

County: County Manager
Harris County Board of Commissioners
104 North College Street
Post Office Box 365
Hamilton, GA 31811-0365

West Point: City Manager
City of West Point
Post Office Box 487
West Point, GA 31833-0487

IN WITNESS WHEREOF, the parties hereto acting by and through their duly authorized officers have caused their respective names and seals to be hereunto affixed, in duplicate, each of which shall be considered an original, on the day and year first above written.

Approved and adopted by the
CITY OF WEST POINT, GEORGIA
this 9 day of April, 2018.



Steve Framell, Mayor

Approved and adopted by the HARRIS COUNTY
BOARD OF COMMISSIONERS
this 17 day of April, 2018.



J. Harry Lange, Chairman

Attest:


Richard McCoy, City Clerk

Attest:


Nancy D. McMichael, County Clerk

AGREEMENT FOR ANIMAL SHELTER SERVICES

THIS AGREEMENT is made this 1st day of November, 2008, by and between the **CITY OF LAGRANGE, GEORGIA**, a municipal corporation of Troup County, Georgia, hereafter "LaGrange," and the **CITY OF HOGANSVILLE, GEORGIA**, a municipal corporation of Troup County, Georgia, hereafter "Hogansville."

WHEREAS, LaGrange and Hogansville are each duly authorized to provide animal shelter services to their respective citizens and jurisdictions, and are moreover allowed or otherwise empowered to charge and collect a fee therefor;

WHEREAS, the LaGrange and Hogansville are desirous of setting forth the terms and conditions by which LaGrange will, under certain circumstances and as set forth herein, provide services of the LaGrange Animal Shelter to the City of Hogansville; and

WHEREAS, the parties are competent to enter this Agreement for Animal Shelter Services pursuant to their respective charters, the general laws of the State of Georgia and Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, in exchange for the mutual covenants and conditions contained herein, it is hereby agreed as follows:

1.

COMMENCEMENT AND DURATION

This agreement shall commence on the 1st day of November, 2008, and shall continue for a period of one (1) year, unless sooner terminated pursuant to the provisions contained herein. At the conclusion of the initial one (1) year term, this agreement shall automatically renew for successive one (1) year terms absent written notification of termination upon sixty (60) days notice.

2.

ANIMAL SHELTER SERVICES

For the period of this agreement, LaGrange shall allow Hogansville to utilize the LaGrange Animal Shelter to the extent adequate capacity exists in the discretion of LaGrange.

3.

FEE FOR SERVICE

As consideration for utilization of the LaGrange Animal Shelter, Hogansville shall pay a pro rata share of the total monthly operating costs of the Animal Shelter. On a monthly basis, LaGrange shall calculate the total cost to operate the Animal Shelter. The pro rata share of Hogansville shall be based upon the number of animals in the shelter from Hogansville for the month at issue relative to the total number of animals in the shelter for the same period.

4.

SCHEDULE OF PAYMENTS

On a monthly basis, LaGrange shall provide Hogansville with a statement of its pro rata share of the total costs of the Animal Shelter. LaGrange shall submit an invoice to Hogansville for its pro rata share of same, which shall be due and payable within twenty (20) days of receipt by Hogansville. Hogansville shall promptly notify LaGrange of any discrepancy it contends is contained within the monthly statement.

5.

COVENANTS

Hogansville agrees to comply with the ordinances and regulations of the City of LaGrange regarding animals brought to the shelter by Hogansville, to include but not limited to matters concerning adoption, redemption and termination of animals. LaGrange shall provide Hogansville timely notice of any modification of said ordinances or regulations.

6.

TERMINATION

Prior to the expiration of the contract period as above-defined, this contract may be terminated by the giving of sixty (60) days notice of an intent to terminate by either Hogansville or LaGrange, acting by and through their duly elected representatives or authorized officials, with or without cause.

7.

LIABILITY

Neither party to this agreement shall be held liable for the negligence of the other party or their respective agents. Both LaGrange and Hogansville hereby covenant to act in a reasonable and prudent manner in exercising the duties and obligations hereunder.

9.

MISCELLANEOUS

This agreement contains all of the provisions, agreements and understandings between the parties and may not be varied by any oral agreements or understandings of the parties and that all prior understandings for negotiations are included herein.

9.1

No subsequent amendments, alterations or modifications of this contract shall be binding upon the parties unless in writing and executed by all parties.

9.2

No delay or admission by the parties to exercise any right of power conferred hereby or accruing upon default shall impair any such right or power or be construed as a waiver of any right to exercise any such right or power.

9.3

This agreement shall be executed in duplicate counterparts, each of which shall be considered an original.

Executed on the day and year first written above.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF LAGRANGE, GEORGIA (SEAL)

BY: W. Jeff Kubler
Mayor

ATTEST: Margaret Blay
Deputy City Manager -
Administration and Finance

CITY OF HOGANSVILLE, GEORGIA (SEAL)

BY: Jimmy Jackson
Mayor

ATTEST: [Signature]
Clerk



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: TROUP

Service: *Broadband and Telecommunications*

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.): **LaGrange is currently the sole government provider of broadband and telecommunication services in Troup County, and provides such through authority granted by the Public Service Commission and existing state and federal law. Nothing in this agreement is intended to foreclose any other jurisdiction from providing such services as may be allowed by law.**

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>
LaGrange	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST

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

Telecommunications and Broadband Communications were combined into this single service. Funding mechanisms were changed.

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

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

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

None

7. Person completing form: **Meg Kelsey**
 Phone number: **706-883-2010** Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:TROUP

Service: *Business License*

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.): **Hogansville, LaGrange, Troup County, West Point**

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

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

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

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
Troup County	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST
Hogansville	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST
LaGrange	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST
West Point	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST

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

Funding mechanisms were changed.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
N/A		

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

None

7. Person completing form: **Meg Kelsey**
 Phone number: **706-883-2010** Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:TROUP	Service:Cemetaries
---------------------	---------------------------

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: **Hogansville, LaGrange, West Point**)

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

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

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

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

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
LaGrange	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST
Hogansville	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST
West Point	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST

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

Funding mechanisms were changed.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
N/A		

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

None

7. Person completing form: **Meg Kelsey**
 Phone number: **706-883-2010** Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: TROUP

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.): **Hogansville, LaGrange, Troup County, West Point**
- 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>
Hogansville	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST
LaGrange	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST
Troup County	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST
West Point	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST

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

Funding mechanisms were changed.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Intergovernmental Agreement Regarding Fire Service	Hogansville, Troup County	Effective upon SDS approval with the first term through 12/31/26; with one year renewal terms thereafter.

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: **Meg Kelsey**
 Phone number: **706-883-2010** 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:

INTERGOVERNMENTAL AGREEMENT

REGARDING FIRE SERVICE

STATE OF GEORGIA

COUNTY OF TROUP.

This Intergovernmental Agreement Regarding Fire Service (the "Agreement") is made and entered into this ____ day of May, 2021, by and between the City of Hogansville, Georgia (hereafter referred to as "City" or "Hogansville") and Troup County, Georgia (hereafter referred to as "County" or "Troup County").

WHEREAS, County currently provides fire services for Hogansville and utilizes a fire station in Hogansville known as Station Number 11 of the Troup County Fire Department pursuant to an Intergovernmental Agreement Regarding Fire Service dated May 19, 2000, as amended by First Amendment to Intergovernmental Agreement Regarding Fire Service dated December 2, 2002 (the "Prior Agreement"); and

WHEREAS, Hogansville desires that County should continue providing fire, rescue and protection services as hereafter set forth for the term of this Agreement; and

WHEREAS, as provided in the Service Delivery Strategy Act, O.C.G.A. §36-70-20, *et seq.* (the "Act"), the parties have negotiated and have reached this Agreement with respect to fire services in Hogansville; and

WHEREAS, the parties agree that this Agreement will upon execution be submitted to the Georgia Department of Community Affairs (the "DCA") as provided in the Service Delivery Strategy Act, O.C.G.A. §36-70-20, *et seq.*; and

WHEREAS, the parties have agreed to the Troup County, Georgia Service Delivery Strategy Agreement dated May ____, 2021 (referred to herein as the "SDS").

NOW, THEREFORE, for and in consideration of the benefits accruing to the parties hereto, the parties agree as follows:

1. Effective Date and Termination of Prior Agreement. This Agreement will be effective upon verification of the SDS by the DCA and the Prior Agreement between the parties shall be terminated in its entirety with no remaining or future obligations of either party pursuant thereto upon the effective date of this Agreement.
2. Definitions. For purposes of this Agreement:
 - (a) "Fire Chief" means the Troup County Fire Chief or his/her duly authorized designee.
 - (b) "Fire Marshal" means the Troup County Fire Marshal or his/her duly authorized designee.

- (c) "Fire Code" means all applicable State of Georgia, County and Hogansville laws/ordinances, rules and regulations related to fire safety and fire services, including but not limited to the Troup County Code and Hogansville Code and all fire safety codes, rules and regulations incorporated by reference by either or both.
 - (d) "Fire Rescue Services" means fire suppression, community risk reduction, fire protection, disaster mitigation, rescue, and hazardous material response provided by County Fire Department personnel.
 - (e) "Services" means Fire Rescue Services and those additional associated operations and services set forth in Sections 8 and 11 of this Agreement.
3. Term. The initial term of this Agreement is from the date of SDS approval by the DCA through December 31, 2026. Thereafter this Agreement shall automatically renew without further action by Hogansville or County on January 1 of each succeeding year for additional renewal terms of one (1) year each with the final renewal term beginning January 1, 2029 and ending December 31, 2030, unless previously terminated in accordance with the termination provisions of this Agreement.
4. Termination. This Agreement may be terminated as follows:
- (a) County may, but is not required to, terminate this Agreement immediately by giving written notice to Hogansville if Hogansville fails to pay any amount due under this Agreement on the due date and fails to make payment in full for a period of 30 business days following written notice of default from County.
 - (b) Either party may, but is not required to, terminate this Agreement upon the giving of twelve (12) months advance written notice to the other if an action is filed by any Troup County municipality seeking the establishment of an unincorporated service district for the provision of fire services within Troup County, Georgia and such action is not resolved within six (6) months or if an unincorporated service district for the provision of fire services is established within Troup County, Georgia.
 - (c) Either party may terminate this Agreement upon the default of the other (except with respect to a default in payment which shall be governed by 4(a) above) upon the giving of twelve (12) months written notice to the other; provided, however, the non-defaulting parties must first have provided the purported defaulting party written notice of the default and allowed the purported defaulting party 30 business days to cure the alleged default.
 - (d) After the initial term of this Agreement, either party may terminate this Agreement for convenience upon the giving of twelve (12) months advance written notice to the other.

Upon termination of this Agreement, whether by expiration of term or termination by notice, Hogansville shall be solely responsible for providing all Services within its corporate boundaries.

5. Transition. The County and Hogansville agree that ninety (90) days prior to the expiration or other termination of this Agreement, they will meet and confer to provide for a smooth and orderly transition of services.
6. Fee for Services. As consideration for the Services provided by County, Hogansville shall pay to County the following periodic amounts:
 - (a) From the effective date of this Agreement through June 30, 2023, Hogansville shall make no monetary payment to County. Beginning July 1, 2023, Hogansville shall pay to County the total sum of \$195,000.00 per year in equal monthly installments payable in advance on the 3rd day of each month.
 - (b) The Fee for Services for each calendar year after the third calendar year that this Agreement is in effect shall be changed in the same amount of any change in the Consumer Price Index during the preceding calendar year. In no event shall the Fee for Services be decreased to a sum less than \$195,000.00 for any subsequent term due to changes in the Consumer Price Index. For purposes hereof "Consumer Price Index" shall mean the Consumer Price Index for All Urban Consumers, U.S. City Average, published by the Bureau of Labor Statistics of the United States Department of Labor, All Items. Such annual sum(s) due for any renewal term shall be paid in equal monthly installments payable on the 3rd day of each month.
7. General Operations and Enforcement Authority.
 - (a) The Fire Chief will direct and manage the daily operations and provision of Services pursuant to this Agreement.
 - (b) The Fire Chief will designate the appropriate county personnel to take an oath administered by an official authorized by Hogansville to administer oaths, as prescribed by O.C.G.A. §§ 45-3-1 *et seq.* prior to undertaking fire rescue duties pursuant to this Agreement to enforce the fire code.
 - (c) All county personnel assigned to the City to provide Services shall still be deemed to be a sworn officer of the County while performing the services, duties and responsibilities hereunder and shall be vested with the "police powers" of the County that are necessary to provide the fire rescue services within the scope of this Agreement.
 - (d) Hogansville by authorization and execution of this Agreement vests the Fire Chief and Fire Marshal with the additional power to enforce the Fire Code, to issue citations incident to the enforcement of the Fire Code, and to perform other tasks as are reasonable and necessary in the exercise of their powers within the Hogansville corporate limits. This vesting of additional powers to enforce the Fire Code is made for the sole and limited purpose of giving official and lawful status to the performance of the Services provided by county personnel within the City of Hogansville.

- (e) This Agreement is not intended to and shall not confer upon County Fire Personnel the authority of a peace officer to make arrests within the corporate limits of Hogansville.
 - (f) The County Fire Chief, Fire Marshal and/or their duly authorized fire department officers/designees shall enforce the Fire Code and shall appear in the Municipal Court of the City of Hogansville as necessary to prosecute cases made therein. Hogansville agrees to provide, at its own expense, citation books containing the printed Municipal Court information to the fire rescue officers working within Hogansville.
 - (g) During the initial term and any renewal term of this Agreement, the County shall be the sole provider of those services within Hogansville that require sworn fire rescue personnel and shall be authorized to execute any mutual aid/mutual service agreements with other providers as it in its sole discretion deems necessary to provide services pursuant to this Agreement.
8. Fire Inspection and Prevention Operations. The Fire Chief/Fire Marshal shall continue to offer "fire inspection and prevention services" which include, but are not limited to, the following
- (a) Perform plan reviews for new construction and renovations of existing commercial and multi-family structures and provide inspections (intermediary and final) of the same;
 - (b) Establish occupancy levels for all inspected structures;
 - (c) Enforce the applicable provisions of the Fire Code; and
 - (d) Keep and provide to Hogansville as requested records of intermediate and final reviews and inspection reports and occupancy loads.

Following approval of final inspections by the Fire Chief/Fire Marshal, the County shall forward a written authorization to Hogansville approving the issuance of a Certificate of Occupancy ("CO") for the permitted work. Hogansville shall not issue any CO without receipt of the express written approval of the Fire Chief/Fire Marshal. Hogansville shall not be obligated to undertake any independent Fire Code compliance plan reviews/inspections, shall be entitled to rely upon County's plan review and inspection, and shall otherwise issue CO's when satisfied that the project has complied with all Hogansville requirements.

9. Equipment, Facilities and Personnel.
- (a) Equipment. County agrees to provide Troup County fire and rescue personnel assigned to work within Hogansville with all necessary equipment and motor vehicles in connection with this Agreement in order to perform the agreed upon Services in accordance with Troup County Fire Department Standard Operating Procedure(s) and County fire protection and safety policies and procedures. All County personnel assigned hereunder shall wear the uniform and insignia as issued

and ordered by the Troup County Fire Department. County shall retain full and sole legal title to all equipment and motor vehicles provided for use in Hogansville pursuant to this Agreement or the Prior Agreement.

- (b) Facilities. Troup County will maintain, staff, and equip at least one (1) fire station within Hogansville and may, after consultation with the City Council, relocate said station within the Hogansville corporate limits. Following termination or expiration of this Agreement, title to the fire station currently in the Hogansville corporate limits (Station 11) shall be governed by the Special Condition as set forth in that certain Warranty Deed from the City of Hogansville, Georgia to Troup County, Georgia dated September 17, 1990 and recorded in Deed Book 565, Page 182 of the records of the Clerk of Superior Court of Troup County, Georgia.
- (c) Personnel. All County personnel operating within Hogansville pursuant to this Agreement are and shall at all times remain employees of the County for all purposes (including but not limited to job duties, work locations, performance standards, certifications, benefits, leave, payroll, pension, promotion, demotion, discipline, termination, and workers compensation) and shall be under the sole supervision of the County, the Fire Chief and command structure of the Troup County Fire Department.

10. System Improvements. Hogansville agrees that the current fire service facilities and capital equipment located in Hogansville are adequate to fulfill Hogansville's needs. If due to growth of Hogansville, County and Hogansville mutually agree that additional or renovated or refurbished facilities and/or capital equipment are necessary to maintain acceptable service levels or to maintain or improve ISO ratings during the term of this Agreement, the same will be funded on a 50-50 basis by County and Hogansville. Following termination or expiration of this Agreement, the County shall retain title and ownership of all jointly funded capital equipment. The County shall pay Hogansville fifty percent (50%) of the depreciated value of all such capital equipment (based on the previous year's depreciated value). If the Parties cannot mutually agree on a depreciated value of a capital asset, that asset shall be sold with the proceeds of such sale being divided on a 50-50 basis between the County and Hogansville. Capital improvements to fire station number 11 shall be treated as fixtures and shall revert to Hogansville following termination or expiration of this Agreement.

11. Services. During the term of this Agreement, the County shall provide to Hogansville the following services:

- (a) Fire Rescue Services, which shall be provided in the same manner as such services are provided in the unincorporated Troup County. The County shall provide such services on a continual 24-hour, seven day per week basis with response times in Hogansville to remain consistent with those response times in unincorporated Troup County. County-wide response reports will be maintained and provided to Hogansville by the Fire Chief upon request.

(b) The County and Hogansville intend to enter into mutual aid agreements which shall

govern the parties in the case of emergencies requiring assistance to and from neighboring fire departments.

- (c) All emergency incidents within Hogansville shall operate under the National Response Plan (NRP) utilizing the National Incident Management System (NIMS). During the term of this agreement, Hogansville agrees that it will not adopt any ordinance that in any way amends, repeals or replaces the applicable fire rescue provisions of the Troup County Code, including but not limited to chapter 62 of the Troup County Code and any amendments thereto without providing at least sixty (60) days prior written notice to the Fire Chief so that it can be determined if such action will impede the County in the provision of Services pursuant to this Agreement.
- (d) Fire Inspection and Prevention services as set forth in Section 8 of this Agreement.
- (e) In addition to Fire Rescue Services and Fire Inspection and Prevention Services, County shall provide the following:
 - (1) Communications/Dispatch services for all stations located in Hogansville, with all radio frequency determinations to be made by County.
 - (2) Community education to include fire prevention activities and school educational programming.
 - (3) Emergency Medical Response for incident with injury calls within Hogansville to the emergency medical technician level of service (Non-Transport only).
 - (4) Fire Marshal supplementary services to include commercial, business license/occupational tax inspections; fire safety plan review; life safety inspections/code enforcement, fire/arson investigations; firework stand inspections; review and approve temporary tents; commercial pre-incident surveys; and any other inspections or reviews as may be mutually agreed to by the parties which are reasonably necessary to prevent damage to property or endanger human life as a result of a possible fire.
 - (5) Provide emergency management response as directed by agencies of the State or Federal government.

12. Plan, Permit, and Inspection Fees. In addition to the Fee for Services set forth in Section 6 of this Agreement, Hogansville shall impose upon and collect fees from the applicant for plan reviews, permits and inspections performed under this Agreement in connection with commercial and multi-family buildings constructed or renovated in Hogansville which shall be equal to those imposed upon residents of unincorporated Troup County for similar permits, inspections and plan reviews for residential and commercial structures, whether in effect at the time of this Agreement or as approved by County at some future date. Hogansville shall remit to County monthly all fees imposed and collected by

Hogansville for plan reviews, permits and inspections performed under this Agreement for the prior month.

13. Continuing Responsibilities of Hogansville. The following are not subject to this Agreement and Hogansville shall within its corporate limits be and remain solely responsible for:
 - (a) Performing all necessary inspections for new Occupational Tax Certificate applicants and shall forward copies of the same to County;
 - (b) Performing all inspections for erosion control and site work on all projects within Hogansville;
 - (c) Maintaining its water system and fire hydrants, with County having the authority to color code, number, test biannually, and review and provide records for all fire hydrants; and
 - (d) Performing inspections for building code requirements, enforcing all building codes, and prosecuting all building code violations.

14. Records. County shall maintain all documents created pursuant to this Agreement and related to the performance of this Agreement in the same manner and to the same standards as it maintains other County records. County shall, except as may be limited by any provision of state or federal law, make such records available to Hogansville at a mutually agreed upon time and in a mutually agreed upon manner to allow Hogansville to ensure compliance with this Agreement. County shall respond to any Open Records Act (O.C.G.A. § 50-18-70, *et seq.*) requests directed to the County which request records maintained pursuant to this Agreement and shall be entitled to all fees and costs payable for the processing of such requests.

15. Emergency Notification. The Fire Chief and/or the County EMA officer shall notify the Hogansville City Manager of any significant fire rescue emergency situations within Hogansville as soon as practicable under the circumstances. A significant emergency situation is one in which there exists the reasonable likelihood of widespread major property damage, serious bodily injury or loss of life.

16. Notices. Notice that is required or permitted by this Agreement shall be made and shall be effective when sent by certified first class U.S. Mail, return receipt requested. The parties each agree to give the other non-binding duplicate notice using the email addresses provided below. Further changes in addresses shall be effective upon written notice being given by Hogansville to the County Manager or by the County to the City Manager via certified first-class U.S. Mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

County:

Troup County Board of Commissioners
c/o Troup County Manager
100 Ridley Avenue
LaGrange, Georgia 30240
emosley@troupcountyga.gov

With a copy to:

Troup County Fire Chief
2471 Hamilton Road
LaGrange, GA 30241
jekaitis@troupcountyga.gov

Hogansville:

Hogansville Mayor and City Council
c/o Hogansville City Manager
400 E. Main St.
Hogansville, Georgia 30241-1136
jonathan.lynn@cityofhogansville.org

With a copy to:

Alex L. Dixon, P.C.
313 Greenville Street
P.O. Box 3690
LaGrange, Georgia 30241
alex@alex-dixon-law.com

17. Indemnification. Each party shall, only to the extent allowed by law, indemnify and hold harmless the other, their officers and employees, from and against damages, liabilities, losses, costs, and expenses, including reasonable attorneys' fees, but only to the extent caused by the willful, intentional wrongdoing or negligent acts, errors or omissions of the party from whom indemnification is sought, or of those for whom the party from whom indemnification is sought is legally liable, which arise out of the performance of this Agreement. The party seeking indemnification agrees to give notice to the party from whom indemnification is sought once it has actual knowledge of any claims as to which indemnity shall be sought, and the party from whom indemnification is sought shall not, without the consent of the party seeking indemnification, consent to the entry of any judgment Or enter into any settlement agreement that does not include as an unconditional

term, the giving by the claimant or plaintiff to the party seeking indemnification a release from all liability with respect to such claim or litigation.

Nothing in this Section shall be deemed to be a waiver of sovereign immunity of either party, the official or qualified immunity of any individual, statutory immunity of any kind, or any other applicable immunity granted by law.

This Section shall survive the termination of this Agreement for any claims that may be filed after, the expiration or termination of this Agreement provided the claims are based upon acts that occurred during the term of this Agreement.

18. Insurance. County shall maintain liability insurance coverage upon its fire service facilities and operations in Hogansville pursuant to this Agreement to the same extent and in the same amounts as it provides for such facilities and operations located within unincorporated Troup County, Georgia.
19. Miscellaneous Provisions.
 - (a) The parties to this Agreement are independent contractors. This Agreement shall not be construed as creating between the parties a partnership, joint venture or any other form of legal association which *per se* would impose liability upon one party for the actions or failures to act of the other party.
 - (b) Neither party shall assign and/or transfer all or any portion of their interest in or respective benefits or obligations of this Agreement.
 - (c) Each party hereby certifies that it has complied with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-90 et seq., by registering at <https://www.vis-dhs.com/EmployerRegistration> and verifying information for all new employees and executing any affidavits required by Ga. Comp. R. & Regs. r. 300-10-1-.01 et seq.
 - (d) This Agreement shall be deemed to have been made in the State of Georgia and shall be construed, and the rights and liabilities of the parties determined, in accordance with the laws of the State of Georgia. Venue for any action brought to interpret or enforce, or arising out of or incident to, the terms of this Agreement shall be in the Superior Court of Troup County, Georgia.
 - (e) If any one or more of the provisions, or portion of a provision, contained herein will for any reason be held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein and the remainder of the Agreement and/or the remainder of that provision shall remain valid.

- (f) The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. The parties further agree that the foregoing recitals are true and correct and incorporated herein by this reference. This Agreement constitutes the entire understanding and agreement between the parties concerning the subject matter of this Agreement and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon Hogansville or the County. All parties must sign any subsequent changes in the Agreement. If this Agreement is executed in counterparts, each counterpart is deemed an original of equal dignity with the other and each is deemed one and the same instrument as the other.
- (g) All time limits stated herein are of the essence of this Agreement,
- (h) The failure of either party at any time to require performance by the other party of any provision hereof, shall in no way affect its right thereafter to enforce that same provision or any part of the Agreement, nor shall the failure of a party to enforce any breach of any provision hereof be taken or held to be a waiver of such provision or as a waiver, modification or rescission of the Agreement itself.
- (i) The captions of each numbered section hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their names and on their behalf by themselves and their respective officers duly authorized, on the day and year first above written.

CITY OF HOGANSVILLE

By: [Signature]
Mayor

Attest: [Signature]
Clerk

TROUP COUNTY, GEORGIA

By: [Signature]
Chairman, Board of Commissioners

Attest: [Signature]
Clerk





SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:TROUP

Service:Coroner

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

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

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

Funding mechanisms were changed.

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

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

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

None

7. Person completing form: **Meg Kelsey**
 Phone number: **706-883-2010** Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:TROUP

Service:County-Wide Court 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.):Troup 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>
Troup County	General Funds, Enterprise Funds, User Fees, Grants, Donations, SPLOST, Fines, and Forefeitures

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

This is a new service form combining Alt. Dispute, Community Service, Court Administration, Indigent Defense, Juvenile Courts, Magistrate Court, Marshal's office, Probate Court, Public Prosecution, State/Superior Court, Victims Witness Services, and Work Release from the last strategy.

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

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

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

None

7. Person completing form: **Meg Kelsey**
 Phone number: **706-883-2010** Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:TROUP

Service:E-911

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

- a.) Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- 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.): **Troup County provides the service within the unincorporated portions of Troup County, LaGrange and Hoganville; West Point provides the service within its boundaries.**

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>
Troup County	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST
West Point	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST

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

Hogansville and LaGrange were removed as funding parties. Funding mechanisms were changed

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

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

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

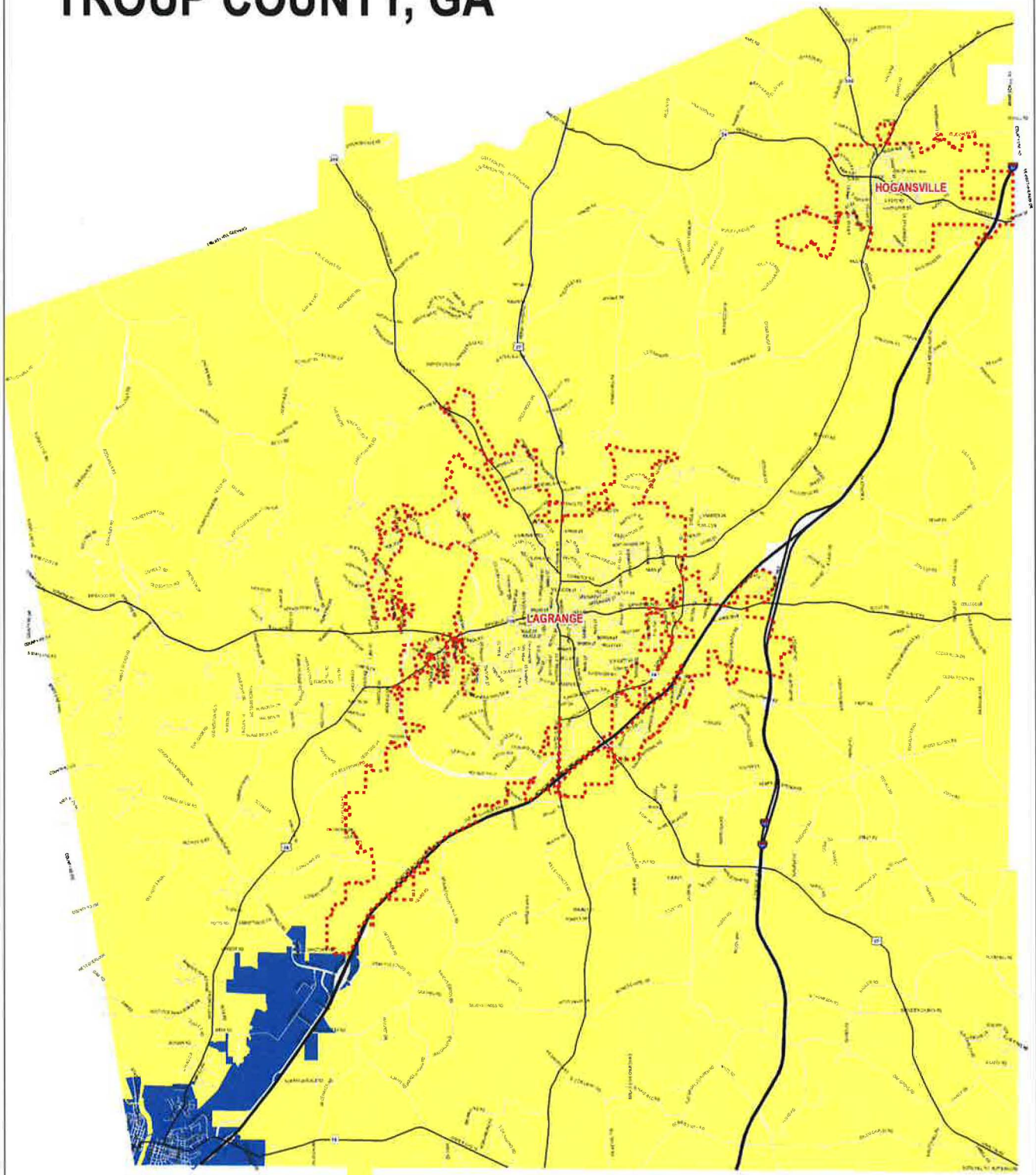
None

7. Person completing form: **Meg Kelsey**
 Phone number: **706-883-2010** 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:

TROUP COUNTY, GA



E-911 Service Areas

-  Troup County E-911 Service Area including the Cities of Hogansville and LaGrange
-  City of West Point E-911 Service Area



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: TROUP

Service: *Economic 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):

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.): **Hogansville, LaGrange, Troup County, West Point**

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

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

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

No

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
Troup County	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST
Hogansville	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST
LaGrange	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST
West Point	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST

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

Funding mechanisms were changed.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
N/A		

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

None

7. Person completing form: **Meg Kelsey**
 Phone number: **706-883-2010** Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: TROUP

Service: Elections

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

- a.) Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Troup 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>
Troup County	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST
Hogansville	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST
LaGrange	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST
West Point	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST

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

Voter Registration was merged into this service. Funding mechanisms were changed.

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>
Contract for Election Services	Troup County -LaGrange	2013, auto-renewing
Contract for Elections Services	Troup County- Hogansville	2013, auto-renewing
Contract for Election Services	Troup County- West Point	2016, auto-renewing

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: **Meg Kelsey**

Phone number: **706-883-2010** 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:

**CONTRACT FOR ELECTION SERVICES
WITH CITY OF HOGANSVILLE
STATE OF GEORGIA
COUNTY OF TROUP**

This Agreement, made and entered into this 1st day of July, 2013, between the BOARD OF ELECTIONS AND REGISTRATION OF TROUP COUNTY, GEORGIA, hereinafter referred to as the "Board," TROUP COUNTY, GEORGIA, hereinafter referred to as the "County," and the CITY OF HOGANSVILLE, GEORGIA, hereinafter referred to as the "City."

WHEREAS, the City in the performance of its governmental functions, desires to contract with the Board to conduct all elections for the citizens of the City (including referenda, bond issues, special elections pursuant to O.C.G.A. § 21-2-520, et seq., and run-off elections, hereinafter referred to as the "City Elections") as hereinafter described; and

WHEREAS, the City has requested the Board to perform the functions imposed by O.C.G.A. Section 21-2-45 on the City with reference to such elections;

NOW, THEREFORE, for and in consideration of mutual covenants and agreements between the parties contained, it is agreed as follows:

1. The Board shall provide the following services to the City in connection with each election to be held by the City during the term of this agreement, and the County shall be reimbursed for the costs thereof, however, provided, there shall be no Voting Equipment Rental charge to the City for elections:

- a. Order all ballots.
- b. Logic and Accuracy testing on Voting Machines.
- c. Provide all equipment and supplies needed to conduct elections.
- d. Provide voters lists of registered voters residing within the City and entitled to vote at the election.
- e. Issue absentee ballots at the office of the board.
- f. Tabulate absentee/military/provisional ballots.
- g. Election night tabulation of election machine memory cards.
- h. Print number list from Express Poll Units day after Election.
- i. Certify election results to Secretary of State's Office.

- j. Appoint and train poll officers and have them present to conduct the election.
- k. Supervise the conducting of the election.
- l. Ethics filing with State of Georgia, County of Troup County, and City of Hogansville.
- m. Conduct Early Voting.
- n. Qualify Candidates (at the option of the City and upon receipt and approval by the Board of a separate written request by City for such service).

2. The City will perform all other duties related to calling and hold the election including, without limitation, obtaining in consultation with the election supervisor all necessary approvals by the Justice Department for the election or voting practice, if not pre-approved, under Title 5, Voting Rights Legislation and providing a copy of the same to the county election supervisor, adopting the necessary resolutions to call the election, placing notices of the call of the election in the newspaper and qualifying the candidates for the election. The City shall notify the Board of any upcoming election in ample time to permit the Board to carry out its obligations hereunder.

3. The City pay the County a sum equal to the actual costs incurred by the County in having the Board perform the functions called for by this Agreement, which expenses may include, but may not be limited to, costs to offset the operational expenses of the Board in conducting the City election, costs of preparing and printing the ballots, and the cost to provide the requisite minimum number of poll officers. The Board and the County shall work together to submit the statement promptly after the services are rendered and shall be paid to County by the City within ten (10) days after receipt by the City of a statement therefore.

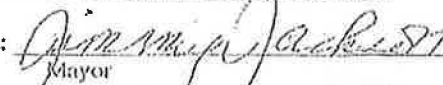
4. The City hereby agrees to release, indemnify and hold harmless the County, the Board, and their agents, officers and employees from and against any and all loss, damage, injury, claims, expenses (including attorney fees and expenses of litigation) and demands arising out of or connected in any way with the provision of services pursuant to this Agreement, which are not occasioned by any gross negligence or willful misconduct on the part of the County and/or Board. If there is no conflict of interest, the City shall employ separate counsel satisfactory to the County and the Board to represent their interests in such contest or litigation. The provisions of this paragraph and the obligations created therein shall survive the termination of this Agreement.

5. Any party may terminate this Agreement at any time, with or without cause, by the giving of not less than sixty (60) day prior written notice to the other two parties of such termination. This Agreement shall continue in effect until it is terminated by one of the parties hereto.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals or caused this instrument to be executed through authorized officials in their name, in duplicate, the day and year first above written.

This 1st day of July, 2013

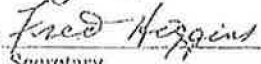
CITY OF HOGANSVILLE, GEORGIA

By: 
Mayor

Attest: 
City Clerk

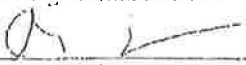
TROUP COUNTY BOARD OF ELECTIONS AND REGISTRATION

By:  July 18 2013
Jane McCoy, Chairman

Attest: 
Secretary

TROUP COUNTY, GEORGIA

By: 
Ricky Wolfe, Chairman, Troup County, Georgia
Board of Commissioners

Attest: 
County Clerk

RESOLUTION

A RESOLUTION OF THE CITY OF HOGANSVILLE, GEORGIA (CITY) TO AUTHORIZE EARLY VOTING FOR THE NOVEMBER 3, 2020 ELECTION AS WELL AS ANY AND ALL ELECTIONS THEREAFTER; TO AUTHORIZE THE EXECUTION OF APPROPRIATE AGREEMENTS BETWEEN THE CITY OF HOGANSVILLE AND THE TROUP COUNTY BOARD OF ELECTIONS WITH RESPECT TO SUCH EARLY VOTING; FOR THE APPROVAL OF EXPENSES INCURRED FOR SUCH EARLY VOTING; AND TO DIRECT AND AUTHORIZE THE MAYOR TO UNDERTAKE ANY FURTHER ACTIONS CONSISTENT WITH SUCH ARRANGEMENTS FOR EARLY VOTING.

WHEREAS, in an effort to assist the citizens of Hogansville, Georgia in exercising their right to vote, specifically including allowing citizens the option of early voting within the City limits of the City of Hogansville, Georgia rather than traveling to the Troup County Courthouse, as well as help alleviate burdens at the voting precinct in Hogansville, Georgia on election day;

IT IS THEREFORE, RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF HOGANSVILLE, GEORGIA AS FOLLOWS:

Section 1. Early voting shall be authorized at a physical location within the city limits of the City of Hogansville, Georgia at a location mutually agreed upon by the City of Hogansville and the Troup County Board of Elections, with such location currently planned to be 600 E. Main Street, Hogansville, Georgia 30230, identified as the "City Annex" building;

Section 2. The City hereby agrees to pay for the expenses related to such early voting, with such expenses currently estimated to be *approximately* \$12,000 per early voting period;

Section 3. The City hereby agrees that the dates for such early voting period for the November 3, 2020 election will be Monday through Friday from 8am until 5pm beginning Monday, October 12, 2020 and continuing through Friday, October 30, 2020, as well as one Saturday, October 24, 2020, from 9am until 4pm;

Section 4. The city hereby directs and authorizes the Mayor of the City of Hogansville, Georgia or the designee of the Mayor to act in connection with this Resolution.

Section 5. Any motions, orders, ordinances, bylaws, resolutions, and parts thereof inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any motion, order, ordinance, bylaw, resolution, or part thereof.

PASSED, ADOPTED, APPROVED, SIGNED and EFFECTIVE this 17th day of August, 2020.

CITY OF HOGANSVILLE, GEORGIA (SEAL)

BY: 

Mayor

ATTEST: 

City Clerk

**CONTRACT FOR ELECTION SERVICES
WITH CITY OF LAGRANGE
STATE OF GEORGIA
COUNTY OF TROUP**

THIS AGREEMENT, made and entered into this 23 day of July, 2013, between the BOARD OF ELECTIONS AND REGISTRATION OF TROUP COUNTY, GEORGIA, hereinafter referred to as the "Board," TROUP COUNTY, GEORGIA, hereinafter referred to as the "County," and the CITY OF LAGRANGE, GEORGIA, hereinafter referred to as the "City."

WHEREAS, the City in the performance of its governmental functions, desires to contract with the Board to conduct all elections for the citizens of the City (including referenda, bond issues, special elections pursuant to O.C.G.A. § 21-2-520, et seq., and run-off elections, hereinafter referred to as the "City Elections") as hereinafter described; and

WHEREAS, the City has requested the Board to perform the functions imposed by O.C.G.A. Section 21-2-45 on the City with reference to such elections;

NOW, THEREFORE, for and in consideration of mutual covenants and agreements between the parties contained, it is agreed as follows:

1. The Board shall provide the following services to the City in connection with each election to be held by the City during the term of this agreement, and the County shall be reimbursed for the costs thereof, however, provided, there shall be no Voting Equipment Rental charge to the City for elections:

- a. Order all ballots;
- b. Logic and Accuracy testing on Voting Machines;
- c. Provide all equipment and supplies needed to conduct elections;
- d. Provide voters lists of registered voters residing within the City and entitled to vote at the election;
- e. Issue absentee ballots at the office of the board;
- f. Tabulate absentee/military/provisional ballots;
- g. Election night tabulation of election machine memory cards;
- h. Print number list from Express Poll Units day after Election;

- i. Certify election results to Secretary of State's Office;
- j. Appoint and train poll officers and have them present to conduct the election;
- k. Supervise the conducting of the election;
- l. Ethics filing with State of Georgia, County of Troup County, and City of LaGrange;
- m. Conduct Early Voting; and
- n. Qualify Candidates.

2. The City will perform all other duties related to calling and hold the election including, without limitation, obtaining in consultation with the election supervisor all necessary approvals by the Justice Department for the election or voting practice, if not pre-approved, under Title 5, Voting Rights Legislation and providing a copy of the same to the county election supervisor, adopting the necessary resolutions to call the election and placing notices of the call of the election in the newspaper. The City shall notify the Board of any upcoming election in ample time to permit the Board to carry out its obligations hereunder.

3. The City pay the County a sum equal to the actual costs incurred by the County in having the Board perform the functions called for by this Agreement, which expenses may include, but may not be limited to, costs to offset the operational expenses of the Board in conducting the City election, costs of preparing and printing the ballots, and the cost to provide the requisite minimum number of poll officers. The Board and the County shall work together to submit the statement promptly after the services are rendered and shall be paid to County by the City within ten (10) days after receipt by the City of a statement therefore.

4. The City hereby agrees to release, indemnify and hold harmless the County, the Board, and their agents, officers and employees from and against any and all loss, damage, injury, claims, expenses (including attorney fees and expenses of litigation) and demands arising out of or connected in any way with the provision of services pursuant to this Agreement, which are not occasioned by any gross negligence or willful misconduct on the part of the County and/or Board. If there is no conflict of interest, the City shall employ separate counsel satisfactory to the County and the Board to represent their interests in such contest or litigation. The provisions of this paragraph and the obligations created therein shall survive the termination of this Agreement.

5. Any party may terminate this Agreement at any time, with or without cause, by the giving of not less than sixty (60) day prior written notice to the other two parties of such termination. This Agreement shall continue in effect until it is terminated by one of the parties hereto.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals or caused this instrument to be executed through authorized officials in their name, in duplicate, the day and year first above written.

This 2nd day of July, 2013

CITY OF LAGRANGE, GEORGIA (SEAL)

By: [Signature]
Mayor

Attest: [Signature]
Deputy City Manager -
Administration and Finance

TROUP COUNTY BOARD OF ELECTIONS AND
REGISTRATION (SEAL)

By: [Signature]
Jane McCoy, Chairman

Attest: _____
Secretary

TROUP COUNTY, GEORGIA (SEAL)

By: [Signature]
Ricky Wolfe, Chairman, Troup County, Georgia
Board of Commissioners

Attest: [Signature]
County Clerk

**CONTRACT FOR ELECTION SERVICES
WITH CITY OF WEST POINT
STATE OF GEORGIA
COUNTY OF TROUP**

This Agreement, made and entered into this ___ day of _____, 2019, between the Board of Elections and Registration of Troup County, Georgia, hereinafter referred to as the "Board", Troup County, Georgia, hereinafter referred to as the "County", and the City of West Point, Georgia, hereinafter referred to as the "City."

WHEREAS, the City in the performance of its governmental functions, desires to contract with the Board to conduct all elections for the citizens of the City (including referenda, bond issues, special elections pursuant to O.C.G.A. § 21-2-520, et seq., and run-off elections, hereinafter referred to as the "City Elections") as hereinafter described; and

WHEREAS, the City has requested the Board to perform the functions imposed by O.C.G.A. Section 21-2-45 on the City with reference to such elections; and

WHEREAS, the Board is authorized to perform the functions and services set forth herein for the City with the approval/ratification of County;

NOW, THEREFORE, for and in consideration of mutual covenants and agreements between the parties contained, it is agreed as follows:

1. The Board shall provide the following services to the City in connection with each election to be held by the City during the term of this agreement, and the County shall be reimbursed for the costs thereof, however, provided, there shall be no Voting Equipment Rental charge to the City for elections:

- a. Order all ballots
- b. Logic and Accuracy testing on Voting Machines
- c. Provide all equipment and supplies needed to conduct elections
- d. Provide voters lists of registered voters residing within the City and entitled to vote at the election.
- e. Issue absentee ballots at the office of the board
- f. Tabulate absentee/military/provisional ballots
- g. Election night tabulation of election machine memory cards
- h. Print number list from Express Poll Units day after Election

- i. Certify election results to Secretary of State's Office.
- j. Appoint and train poll officers and have them present to conduct the election.
- k. Supervise the conducting of the election.
- l. Conduct Early Voting.
- m. Qualify Candidates.

2. The City will perform all other duties related to calling and hold the election including, without limitation, adopting the necessary resolutions to call the election and timely establishing a lawful qualifying fee, and shall provide the Elections Supervisor with a copy of same in sufficient time for the Board to publish the appropriate notices. The City shall notify the Board of any upcoming election in ample time to permit the Board to carry out its obligations hereunder.

3. The City shall pay the County a sum equal to the actual costs incurred by the County in having the Board perform the functions called for by this Agreement, which expenses may include, but may not be limited to, costs to offset the operational expenses of the Board in conducting the City election, costs of preparing and printing the ballots, and the cost to provide the requisite minimum number of poll officers. The Board and the County shall work together to submit the statement promptly after the services are rendered and shall be paid to County by the City within ten (10) days after receipt by the City of a statement therefore.

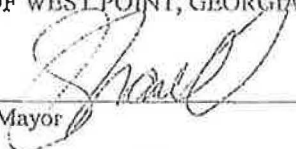
4. The City hereby agrees to release, indemnify and hold harmless the County, the Board, and their agents, officers and employees from and against any and all loss, damage, injury, claims, expenses (including attorney fees and expenses of litigation) and demands arising out of or connected in any way with the provision of services pursuant to this Agreement, which are not occasioned by any gross negligence or willful misconduct on the part of the County and/or Board. If there is no conflict of interest, the City shall employ separate counsel satisfactory to the County and the Board to represent their interests in such contest or litigation. The provisions of this paragraph and the obligations created therein shall survive the termination of this Agreement.

5. Any party may terminate this Agreement at any time, with or without cause, by the giving of not less than ninety (90) day prior written notice to the other two parties of such termination. This Agreement shall continue in effect until it is terminated by one of the parties hereto.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals or caused this instrument to be executed through authorized officials in their name, in duplicate, the day and year first above written.

This ____ day of _____, 2019.


CITY OF WEST POINT, GEORGIA

By: 
Mayor

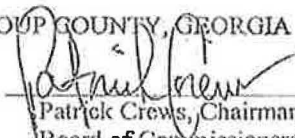
Attest: 
City Clerk

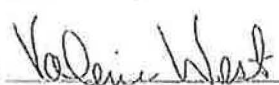
TROUP COUNTY BOARD OF ELECTIONS AND REGISTRATION

By: 
Chair

Attest: 
Secretary

TROUP COUNTY, GEORGIA

By: 
Patrick Crews, Chairman, Troup County, Georgia
Board of Commissioners

Attest: 
Valerie West, Troup County Clerk



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: TROUP

Service: *Electric Utility*

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: **Hogansville, LaGrange, West Point**)

- 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>
West Point	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST
Hogansville	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST
LaGrange	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST

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

Funding mechanisms were changed.

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

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

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

Electric service territories are determined by Georgia Territorial Act.

7. Person completing form: **Meg Kelsey**
 Phone number: **706-883-2010** Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:TROUP

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

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

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

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
Troup County	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST

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

Funding mechanisms were changed.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
N/A		

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

None.

7. Person completing form: **Meg Kelsey**
 Phone number: **706-883-2010** Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: TROUP

Service: *Emergency Medical 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: **West Point**)

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>
West Point	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST

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

Service providers and funding parties were changed to remove Hogansville, LaGrange, and Troup County. Funding mechanisms were changed. This service was called "Emergency Management Service" in the previous SDS.

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

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

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

None.

7. Person completing form: **Meg Kelsey**
 Phone number: **706-883-2010** Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:TROUP

Service:Extension 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.): **Troup 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>
Troup County	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST

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

Funding mechanisms were changed.

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

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

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

None.

7. Person completing form: **Meg Kelsey**
 Phone number: **706-883-2010** Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:TROUP

Service: *Fire Protection*

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

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

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

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

- d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **LaGrange, Troup County, West Point, Hogansville (through agreement with Troup 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>
Troup County	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST
Hogansville	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST
LaGrange	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST
West Point	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST

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

Hogansville was added as a service provider and funding mechanisms were changed.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Intergovernmental Agreement Regarding Fire Service	Troup County and City of Hogansville	Effective upon SDS approval with first term through 12/31/26; with one year renewal terms thereafter.

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: **Meg Kelsey**
 Phone number: **706-883-2010** 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:

INTERGOVERNMENTAL AGREEMENT
REGARDING FIRE SERVICE

STATE OF GEORGIA

COUNTY OF TROUP.

This Intergovernmental Agreement Regarding Fire Service (the "Agreement") is made and entered into this ____ day of May, 2021, by and between the City of Hogansville, Georgia (hereafter referred to as "City" or "Hogansville") and Troup County, Georgia (hereafter referred to as "County" or "Troup County").

WHEREAS, County currently provides fire services for Hogansville and utilizes a fire station in Hogansville known as Station Number 11 of the Troup County Fire Department pursuant to an Intergovernmental Agreement Regarding Fire Service dated May 19, 2000, as amended by First Amendment to Intergovernmental Agreement Regarding Fire Service dated December 2, 2002 (the "Prior Agreement"); and

WHEREAS, Hogansville desires that County should continue providing fire, rescue and protection services as hereafter set forth for the term of this Agreement; and

WHEREAS, as provided in the Service Delivery Strategy Act, O.C.G.A. §36-70-20, *et seq.* (the "Act"), the parties have negotiated and have reached this Agreement with respect to fire services in Hogansville; and

WHEREAS, the parties agree that this Agreement will upon execution be submitted to the Georgia Department of Community Affairs (the "DCA") as provided in the Service Delivery Strategy Act, O.C.G.A. §36-70-20, *et seq.*; and

WHEREAS, the parties have agreed to the Troup County, Georgia Service Delivery Strategy Agreement dated May ____, 2021 (referred to herein as the "SDS").

NOW, THEREFORE, for and in consideration of the benefits accruing to the parties hereto, the parties agree as follows:

1. Effective Date and Termination of Prior Agreement. This Agreement will be effective upon verification of the SDS by the DCA and the Prior Agreement between the parties shall be terminated in its entirety with no remaining or future obligations of either party pursuant thereto upon the effective date of this Agreement.
2. Definitions. For purposes of this Agreement:
 - (a) "Fire Chief" means the Troup County Fire Chief or his/her duly authorized designee.
 - (b) "Fire Marshal" means the Troup County Fire Marshal or his/her duly authorized designee.

- (c) "Fire Code" means all applicable State of Georgia, County and Hogansville laws/ordinances, rules and regulations related to fire safety and fire services, including but not limited to the Troup County Code and Hogansville Code and all fire safety codes, rules and regulations incorporated by reference by either or both.
 - (d) "Fire Rescue Services" means fire suppression, community risk reduction, fire protection, disaster mitigation, rescue, and hazardous material response provided by County Fire Department personnel.
 - (e) "Services" means Fire Rescue Services and those additional associated operations and services set forth in Sections 8 and 11 of this Agreement.
3. Term. The initial term of this Agreement is from the date of SDS approval by the DCA through December 31, 2026. Thereafter this Agreement shall automatically renew without further action by Hogansville or County on January 1 of each succeeding year for additional renewal terms of one (1) year each with the final renewal term beginning January 1, 2029 and ending December 31, 2030, unless previously terminated in accordance with the termination provisions of this Agreement.
4. Termination. This Agreement may be terminated as follows:
- (a) County may, but is not required to, terminate this Agreement immediately by giving written notice to Hogansville if Hogansville fails to pay any amount due under this Agreement on the due date and fails to make payment in full for a period of 30 business days following written notice of default from County.
 - (b) Either party may, but is not required to, terminate this Agreement upon the giving of twelve (12) months advance written notice to the other if an action is filed by any Troup County municipality seeking the establishment of an unincorporated service district for the provision of fire services within Troup County, Georgia and such action is not resolved within six (6) months or if an unincorporated service district for the provision of fire services is established within Troup County, Georgia.
 - (c) Either party may terminate this Agreement upon the default of the other (except with respect to a default in payment which shall be governed by 4(a) above) upon the giving of twelve (12) months written notice to the other; provided, however, the non-defaulting parties must first have provided the purported defaulting party written notice of the default and allowed the purported defaulting party 30 business days to cure the alleged default.
 - (d) After the initial term of this Agreement, either party may terminate this Agreement for convenience upon the giving of twelve (12) months advance written notice to the other.

Upon termination of this Agreement, whether by expiration of term or termination by notice, Hogansville shall be solely responsible for providing all Services within its corporate boundaries.

5. Transition. The County and Hogansville agree that ninety (90) days prior to the expiration or other termination of this Agreement, they will meet and confer to provide for a smooth and orderly transition of services.

6. Fee for Services. As consideration for the Services provided by County, Hogansville shall pay to County the following periodic amounts:
 - (a) From the effective date of this Agreement through June 30, 2023, Hogansville shall make no monetary payment to County. Beginning July 1, 2023, Hogansville shall pay to County the total sum of \$195,000.00 per year in equal monthly installments payable in advance on the 3rd day of each month.

 - (b) The Fee for Services for each calendar year after the third calendar year that this Agreement is in effect shall be changed in the same amount of any change in the Consumer Price Index during the preceding calendar year. In no event shall the Fee for Services be decreased to a sum less than \$195,000.00 for any subsequent term due to changes in the Consumer Price Index. For purposes hereof "Consumer Price Index" shall mean the Consumer Price Index for All Urban Consumers, U.S. City Average, published by the Bureau of Labor Statistics of the United States Department of Labor, All Items. Such annual sum(s) due for any renewal term shall be paid in equal monthly installments payable on the 3rd day of each month.

7. General Operations and Enforcement Authority.
 - (a) The Fire Chief will direct and manage the daily operations and provision of Services pursuant to this Agreement.

 - (b) The Fire Chief will designate the appropriate county personnel to take an oath administered by an official authorized by Hogansville to administer oaths, as prescribed by O.C.G.A. §§ 45-3-1 *et seq.* prior to undertaking fire rescue duties pursuant to this Agreement to enforce the fire code.

 - (c) All county personnel assigned to the City to provide Services shall still be deemed to be a sworn officer of the County while performing the services, duties and responsibilities hereunder and shall be vested with the "police powers" of the County that are necessary to provide the fire rescue services within the scope of this Agreement.

 - (d) Hogansville by authorization and execution of this Agreement vests the Fire Chief and Fire Marshal with the additional power to enforce the Fire Code, to issue citations incident to the enforcement of the Fire Code, and to perform other tasks as are reasonable and necessary in the exercise of their powers within the Hogansville corporate limits. This vesting of additional powers to enforce the Fire Code is made for the sole and limited purpose of giving official and lawful status to the performance of the Services provided by county personnel within the City of Hogansville.

- (e) This Agreement is not intended to and shall not confer upon County Fire Personnel the authority of a peace officer to make arrests within the corporate limits of Hogansville.
- (f) The County Fire Chief, Fire Marshal and/or their duly authorized fire department officers/designees shall enforce the Fire Code and shall appear in the Municipal Court of the City of Hogansville as necessary to prosecute cases made therein. Hogansville agrees to provide, at its own expense, citation books containing the printed Municipal Court information to the fire rescue officers working within Hogansville.
- (g) During the initial term and any renewal term of this Agreement, the County shall be the sole provider of those services within Hogansville that require sworn fire rescue personnel and shall be authorized to execute any mutual aid/mutual service agreements with other providers as it in its sole discretion deems necessary to provide services pursuant to this Agreement.

8. Fire Inspection and Prevention Operations. The Fire Chief/Fire Marshal shall continue to offer "fire inspection and prevention services" which include, but are not limited to, the following

- (a) Perform plan reviews for new construction and renovations of existing commercial and multi-family structures and provide inspections (intermediary and final) of the same;
- (b) Establish occupancy levels for all inspected structures;
- (c) Enforce the applicable provisions of the Fire Code; and
- (d) Keep and provide to Hogansville as requested records of intermediate and final reviews and inspection reports and occupancy loads.

Following approval of final inspections by the Fire Chief/Fire Marshal, the County shall forward a written authorization to Hogansville approving the issuance of a Certificate of Occupancy ("CO") for the permitted work. Hogansville shall not issue any CO without receipt of the express written approval of the Fire Chief/Fire Marshal. Hogansville shall not be obligated to undertake any independent Fire Code compliance plan reviews/inspections, shall be entitled to rely upon County's plan review and inspection, and shall otherwise issue CO's when satisfied that the project has complied with all Hogansville requirements.

9. Equipment, Facilities and Personnel.

- (a) Equipment. County agrees to provide Troup County fire and rescue personnel assigned to work within Hogansville with all necessary equipment and motor vehicles in connection with this Agreement in order to perform the agreed upon Services in accordance with Troup County Fire Department Standard Operating Procedure(s) and County fire protection and safety policies and procedures. All County personnel assigned hereunder shall wear the uniform and insignia as issued

and ordered by the Troup County Fire Department. County shall retain full and sole legal title to all equipment and motor vehicles provided for use in Hogansville pursuant to this Agreement or the Prior Agreement.

- (b) Facilities. Troup County will maintain, staff, and equip at least one (1) fire station within Hogansville and may, after consultation with the City Council, relocate said station within the Hogansville corporate limits. Following termination or expiration of this Agreement, title to the fire station currently in the Hogansville corporate limits (Station 11) shall be governed by the Special Condition as set forth in that certain Warranty Deed from the City of Hogansville, Georgia to Troup County, Georgia dated September 17, 1990 and recorded in Deed Book 565, Page 182 of the records of the Clerk of Superior Court of Troup County, Georgia.
- (c) Personnel. All County personnel operating within Hogansville pursuant to this Agreement are and shall at all times remain employees of the County for all purposes (including but not limited to job duties, work locations, performance standards, certifications, benefits, leave, payroll, pension, promotion, demotion, discipline, termination, and workers compensation) and shall be under the sole supervision of the County, the Fire Chief and command structure of the Troup County Fire Department.

10. System Improvements. Hogansville agrees that the current fire service facilities and capital equipment located in Hogansville are adequate to fulfill Hogansville's needs. If due to growth of Hogansville, County and Hogansville mutually agree that additional or renovated or refurbished facilities and/or capital equipment are necessary to maintain acceptable service levels or to maintain or improve ISO ratings during the term of this Agreement, the same will be funded on a 50-50 basis by County and Hogansville. Following termination or expiration of this Agreement, the County shall retain title and ownership of all jointly funded capital equipment. The County shall pay Hogansville fifty percent (50%) of the depreciated value of all such capital equipment (based on the previous year's depreciated value). If the Parties cannot mutually agree on a depreciated value of a capital asset, that asset shall be sold with the proceeds of such sale being divided on a 50-50 basis between the County and Hogansville. Capital improvements to fire station number 11 shall be treated as fixtures and shall revert to Hogansville following termination or expiration of this Agreement.

11. Services. During the term of this Agreement, the County shall provide to Hogansville the following services:

- (a) Fire Rescue Services, which shall be provided in the same manner as such services are provided in the unincorporated Troup County. The County shall provide such services on a continual 24-hour, seven day per week basis with response times in Hogansville to remain consistent with those response times in unincorporated Troup County. County-wide response reports will be maintained and provided to Hogansville by the Fire Chief upon request.
- (b) The County and Hogansville intend to enter into mutual aid agreements which shall

govern the parties in the case of emergencies requiring assistance to and from neighboring fire departments.

- (c) All emergency incidents within Hogansville shall operate under the National Response Plan (NRP) utilizing the National Incident Management System (NIMS). During the term of this agreement, Hogansville agrees that it will not adopt any ordinance that in any way amends, repeals or replaces the applicable fire rescue provisions of the Troup County Code, including but not limited to chapter 62 of the Troup County Code and any amendments thereto without providing at least sixty (60) days prior written notice to the Fire Chief so that it can be determined if such action will impede the County in the provision of Services pursuant to this Agreement.
 - (d) Fire Inspection and Prevention services as set forth in Section 8 of this Agreement.
 - (e) In addition to Fire Rescue Services and Fire Inspection and Prevention Services, County shall provide the following:
 - (1) Communications/Dispatch services for all stations located in Hogansville, with all radio frequency determinations to be made by County.
 - (2) Community education to include fire prevention activities and school educational programming.
 - (3) Emergency Medical Response for incident with injury calls within Hogansville to the emergency medical technician level of service (Non-Transport only).
 - (4) Fire Marshal supplementary services to include commercial, business license/occupational tax inspections; fire safety plan review; life safety inspections/code enforcement, fire/arson investigations; firework stand inspections; review and approve temporary tents; commercial pre-incident surveys; and any other inspections or reviews as may be mutually agreed to by the parties which are reasonably necessary to prevent damage to property or endanger human life as a result of a possible fire.
 - (5) Provide emergency management response as directed by agencies of the State or Federal government.
12. Plan, Permit, and Inspection Fees. In addition to the Fee for Services set forth in Section 6 of this Agreement, Hogansville shall impose upon and collect fees from the applicant for plan reviews, permits and inspections performed under this Agreement in connection with commercial and multi-family buildings constructed or renovated in Hogansville which shall be equal to those imposed upon residents of unincorporated Troup County for similar permits, inspections and plan reviews for residential and commercial structures, whether in effect at the time of this Agreement or as approved by County at some future date. Hogansville shall remit to County monthly all fees imposed and collected by

Hogansville for plan reviews, permits and inspections performed under this Agreement for the prior month.

13. Continuing Responsibilities of Hogansville. The following are not subject to this Agreement and Hogansville shall within its corporate limits be and remain solely responsible for:
 - (a) Performing all necessary inspections for new Occupational Tax Certificate applicants and shall forward copies of the same to County;
 - (b) Performing all inspections for erosion control and site work on all projects within Hogansville;
 - (c) Maintaining its water system and fire hydrants, with County having the authority to color code, number, test biannually, and review and provide records for all fire hydrants; and
 - (d) Performing inspections for building code requirements, enforcing all building codes, and prosecuting all building code violations.
14. Records. County shall maintain all documents created pursuant to this Agreement and related to the performance of this Agreement in the same manner and to the same standards as it maintains other County records. County shall, except as may be limited by any provision of state or federal law, make such records available to Hogansville at a mutually agreed upon time and in a mutually agreed upon manner to allow Hogansville to ensure compliance with this Agreement. County shall respond to any Open Records Act (O.C.G.A. § 50-18-70, *et seq.*) requests directed to the County which request records maintained pursuant to this Agreement and shall be entitled to all fees and costs payable for the processing of such requests.
15. Emergency Notification. The Fire Chief and/or the County EMA officer shall notify the Hogansville City Manager of any significant fire rescue emergency situations within Hogansville as soon as practicable under the circumstances. A significant emergency situation is one in which there exists the reasonable likelihood of widespread major property damage, serious bodily injury or loss of life.
16. Notices. Notice that is required or permitted by this Agreement shall be made and shall be effective when sent by certified first class U.S. Mail, return receipt requested. The parties each agree to give the other non-binding duplicate notice using the email addresses provided below. Further changes in addresses shall be effective upon written notice being given by Hogansville to the County Manager or by the County to the City Manager via certified first-class U.S. Mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

County:

Troup County Board of Commissioners
c/o Troup County Manager
100 Ridley Avenue
LaGrange, Georgia 30240
emosley@troupcountyga.gov

With a copy to:

Troup County Fire Chief
2471 Hamilton Road
LaGrange, GA 30241
jekaitis@troupcountyga.gov

Hogansville:

Hogansville Mayor and City Council
c/o Hogansville City Manager
400 E. Main St.
Hogansville, Georgia 30241-1136
jonathan.lynn@cityofhogansville.org

With a copy to:

Alex L. Dixon, P.C.
313 Greenville Street
P.O. Box 3690
LaGrange, Georgia 30241
alex@alexdixonlaw.com

17. Indemnification. Each party shall, only to the extent allowed by law, indemnify and hold harmless the other, their officers and employees, from and against damages, liabilities, losses, costs, and expenses, including reasonable attorneys' fees, but only to the extent caused by the willful, intentional wrongdoing or negligent acts, errors or omissions of the party from whom indemnification is sought, or of those for whom the party from whom indemnification is sought is legally liable, which arise out of the performance of this Agreement. The party seeking indemnification agrees to give notice to the party from whom indemnification is sought once it has actual knowledge of any claims as to which indemnity shall be sought, and the party from whom indemnification is sought shall not, without the consent of the party seeking indemnification, consent to the entry of any judgment Or enter into any settlement agreement that does not include as an unconditional

term, the giving by the claimant or plaintiff to the party seeking indemnification a release from all liability with respect to such claim or litigation.

Nothing in this Section shall be deemed to be a waiver of sovereign immunity of either party, the official or qualified immunity of any individual, statutory immunity of any kind, or any other applicable immunity granted by law.

This Section shall survive the termination of this Agreement for any claims that may be filed after, the expiration or termination of this Agreement provided the claims are based upon acts that occurred during the term of this Agreement.

18. Insurance. County shall maintain liability insurance coverage upon its fire service facilities and operations in Hogansville pursuant to this Agreement to the same extent and in the same amounts as it provides for such facilities and operations located within unincorporated Troup County, Georgia.
19. Miscellaneous Provisions.
 - (a) The parties to this Agreement are independent contractors. This Agreement shall not be construed as creating between the parties a partnership, joint venture or any other form of legal association which *per se* would impose liability upon one party for the actions or failures to act of the other party.
 - (b) Neither party shall assign and/or transfer all or any portion of their interest in or respective benefits or obligations of this Agreement.
 - (c) Each party hereby certifies that it has complied with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-90 et seq., by registering at <https://www.vis-dhs.com/EmployerRegistration> and verifying information for all new employees and executing any affidavits required by Ga. Comp. R. & Regs. r. 300-10-1-.01 et seq.
 - (d) This Agreement shall be deemed to have been made in the State of Georgia and shall be construed, and the rights and liabilities of the parties determined, in accordance with the laws of the State of Georgia. Venue for any action brought to interpret or enforce, or arising out of or incident to, the terms of this Agreement shall be in the Superior Court of Troup County, Georgia.
 - (e) If any one or more of the provisions, or portion of a provision, contained herein will for any reason be held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein and the remainder of the Agreement and/or the remainder of that provision shall remain valid.

- (f) The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. The parties further agree that the foregoing recitals are true and correct and incorporated herein by this reference. This Agreement constitutes the entire understanding and agreement between the parties concerning the subject matter of this Agreement and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon Hogansville or the County. All parties must sign any subsequent changes in the Agreement. If this Agreement is executed in counterparts, each counterpart is deemed an original of equal dignity with the other and each is deemed one and the same instrument as the other.
- (g) All time limits stated herein are of the essence of this Agreement,
- (h) The failure of either party at any time to require performance by the other party of any provision hereof, shall in no way affect its right thereafter to enforce that same provision or any part of the Agreement, nor shall the failure of a party to enforce any breach of any provision hereof be taken or held to be a waiver of such provision or as a waiver, modification or rescission of the Agreement itself.
- (i) The captions of each numbered section hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their names and on their behalf by themselves and their respective officers duly authorized, on the day and year first above written.

CITY OF HOGANSVILLE

By: *[Signature]*
Mayor

Attest: *[Signature]*
Clerk

TROUP COUNTY, GEORGIA

By: *[Signature]*
Chairman, Board of Commissioners

Attest: *[Signature]*
Clerk





SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:TROUP

Service:Health Department

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

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

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

Funding mechanisms were changed.

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

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

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

None.

7. Person completing form: **Meg Kelsey**
 Phone number: **706-883-2010** Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:TROUP

Service:Housing

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: **Hogansville, LaGrange, West Point**)

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

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

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

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

No

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
Hogansville	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST
LaGrange	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST
West Point	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST

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

This service was added by amendment and verified in 2020. Funding mechanisms were changed.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
N/A		

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

None.

7. Person completing form: **Meg Kelsey**
 Phone number: **706-883-2010** Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:TROUP

Service: Jails

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

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

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

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
Troup County	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST
Hogansville	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST
LaGrange	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST
West Point	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST

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

Service provider and funding mechanisms were changed.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Jail Agreement	Troup County-Hogansville	existing & renewing
Jail Agreement	Troup County- LaGrange	existing & renewing
Jail Agreement	Troup County- West Point	existing & renewing

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: **Meg Kelsey**
 Phone number: **706-883-2010** 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:

HOGANSVILLE/TROUP COUNTY JAIL AGREEMENT

THIS AGREEMENT, entered into as of this 7th day of April, 1997, between and among TROUP COUNTY, a political subdivision of the State of Georgia, hereinafter called "the County", the CITY OF HOGANSVILLE, Georgia, a municipal corporation of the State of Georgia, hereinafter called "the City", and the SHERIFF OF TROUP COUNTY, hereinafter called "the Sheriff".

W I T N E S S E T H

WHEREAS, the City desires to contract with the County for the detention of persons charged with or convicted of violation of the laws and ordinances of the City or held as material witnesses or for detention; and

WHEREAS, the County constructed a jail to serve the people of Troup County that complies with federal standards and state laws and is operated in accordance with such laws, standards, policies and procedures; and

WHEREAS, the Sheriff is recognized by law as the jailer of Troup County, in charge of the inmates in said jail; and

WHEREAS, there is sufficient space and facilities to house inmates for the City,

NOW THEREFORE, for and in consideration of the premises and the mutual undertakings hereinafter contained, the County, the City and the Sheriff hereby agree as follows:

1.

It is the intent of this Agreement that, in pursuance of law enforcement in and for Hogansville and Troup County, the County and the Sheriff will accept, book, and house inmates for the City.

2.

As used throughout this Agreement, the following terms shall have the meaning set forth below:

- (a) "Book" shall mean to (1) complete NCIC/GCIC fingerprinting and submit to the appropriate jurisdiction(s); (2) to complete and submit OBTS; and (3) to complete intake booking procedures.
- (b) "The County" shall mean Troup County.
- (c) "The City" shall mean the City of Hogansville.
- (d) The "County Commission" shall mean the Board of Commissioners of Troup County, Georgia.
- (e) "County Manager" shall mean the chief administrative officer of the County appointed by the Board of Commissioners.
- (f) "City Manager" shall mean the administrative head of the city government, appointed by the Hogansville City Council.

- (g) The "City Council" shall mean the Hogansville City Council.
- (h) "Jail" shall mean the Troup County Jail located at 130 Sam Walker Drive, LaGrange, Georgia.
- (i) "Inmate" means a person who is detained in the jail by reason of being charged with or convicted of a municipal offense.
- (j) "Jail Officer in Charge" means the Sheriff of Troup County, or the person designated by him to have supervision of the Jail.
- (k) "Sheriff" is the Jailer of Troup County, Georgia.
- (l) "Inmate Day" means any part of one calendar day beginning at 4:00 a.m. and ending at 4:00 a.m.

3.

TERM. This term of agreement shall be one year beginning January 1, 1997. However, this Agreement shall automatically renew for additional terms of one year as provided hereinafter.

4.

OBLIGATIONS OF COUNTY AND SHERIFF. The County will accept into the Jail such inmates as the City may request and shall give priority in the housing of Inmates over prisoners from other counties at the discretion of the Sheriff. The Sheriff shall accept the Inmates into the Jail and provide for the secure custody, care and safekeeping of such Inmates in accordance with

state and local laws, standards, policies and procedures applicable to the operation of the Jail.

5.

OBLIGATIONS OF CITY. The City agrees to transport the Inmates to the Jail and release them to the custody of the Jail Officer in charge. In addition to the usual information obtained and records maintained with respect to inmates detained by Troup County, the Sheriff shall keep a record of the Inmates committed to the Jail, which record shall contain:

- (a) the name of the person committed;
- (b) the person's age, sex and race;
- (c) the process under which the person was committed;
- (d) the date of commitment to the Jail;
- (e) under what order discharged.

Transportation of Inmates to and from the Jail to Troup County Court only shall be performed by the Sheriff's Department and the expense thereof shall be borne by the County. Transportation to and from City Court shall be provided by the City. Removal and return of the same Inmate in a 24-hour period by the City shall not constitute a new admission.

The City shall impose 10 percent as additional penalty in fine cases and an additional 10 percent when defendant is posting bail or bond as required by O.C.G.A. §15-21-90, et seq. Said funds so

collected shall be paid to the County for deposit in the County Jail Fund as provided by said code sections.

6.

SUPERVISION BY SHERIFF. All Inmates delivered to the Jail by the City shall be under the direct supervision and control of the Sheriff. The City agrees that the Sheriff shall compute the maximum "good time allowance" for Inmates the same as for non-Superior Court sentenced inmates, and that conversion of the computation of the Inmates from earned time governed sentences to good-time governed sentences shall be made by the Sheriff according to State Law, and the City agrees to be bound by such determination.

7.

SHERIFF'S RULES. All rules and regulations legally and constitutionally adopted and promulgated by the Sheriff for the operation of the Jail shall be applicable to Inmates and the Sheriff is granted the authority to enforce same, including the right to work Inmates within the confines of the Jail and allow Inmates to serve as trustees.

8.

COST ATTENDANT TO CUSTODY. The Sheriff shall maintain physical custody of the Inmates and the County and the Sheriff shall furnish them food and clothing. The County and the Sheriff will only provide non-prescription medication routinely maintained

at Jail. All other health care expenses including security, transportation, medical or prescription expenses shall be billed to City. The decision of when and where medical care shall be provided shall be at the sole discretion of Sheriff or his representative.

9.

TRANSITION FROM CITY INMATE STATUS. It is understood and agreed that Inmates shall be chargeable to the City until released or booked for violation of State or Federal charges, or bound over by the Municipal Court to the State or Superior Court of Troup County.

10.

PAYMENTS BY CITY. The amount paid by the City to the County in consideration for the housing of Inmates in accordance with this Agreement shall be a base payment determined by multiplying the base rate of \$34.50 per Inmate Day (the "Base Rate") by the total number of Inmate Days in the applicable month (the "Base Monthly Payment").

The County shall send a monthly bill to the City for the base monthly payment. The bill shall list the name of each Inmate and the specific date(s) of each Inmate's confinement. A bill shall be submitted to the City on or before the 15th day of each month, and payment shall be due and payable on or before the 30th day of each month, for the preceding month's services.

11.

EXTENSION OF AGREEMENT. This Agreement will be automatically renewable for successive one (1) year terms unless canceled and terminated as specified herein. Continuation of the Agreement shall be on the same terms and conditions as set forth in this original agreement.

12.

TERMINATION. This Agreement may be terminated by either party, with or without cause, at any time upon 90 days notice in writing delivered by certified mail to the respective Manager of the County or of the City.

13.

NOTICES. All notices provided for herein shall be in writing and shall be deemed to have been given when deposited in the United States mail and sent via certified mail, return receipt requested, addressed as follows:

If to the County: County Manager
Troup County Georgia
900 Dallis Street
LaGrange, Georgia 30240

If to the City: Hogansville City Manager
301 East Main Street
Hogansville, Georgia 30230

14.

AMENDMENT. This Agreement cannot be amended, modified, changed, discharged, or terminated except in writing signed by the parties under proper authority.

15.

FULL FORCE AND EFFECT. The parties and the undersigned individual officers shall cause to be done all things necessary to execute this contract and give it full force and effect.

16.

MEDIATION. The parties hereto agree that in the event any dispute should arise regarding the matters covered by this Agreement which cannot be resolved between the parties, said dispute shall be submitted to non-binding mediation. The mediator shall be selected by mutual agreement of the parties at the time any such dispute arises.

IN WITNESS WHEREOF, the parties have, by and through their duly authorized officer, hereunto set their hands and affixed their seals the day and year first above written.

ATTEST:

Diana S. Carter
Clerk
Hogansville City Council

CITY OF HOGANSVILLE, GEORGIA
Wileen H. Johnson (Seal)
Mayor
Hogansville City Council

ATTEST:

Louise L. Hagy
Clerk
Board of Commissioners of
Troup County, Georgia

TROUP COUNTY, GEORGIA
Bradley B. Butler (Seal)
Chairman
Board of Commissioners of
Troup County, Georgia

Paul S. Foster
Witness

[Signature] (Seal)
Sheriff, Troup County, Georgia

**FIRST AMENDMENT
HOGANSVILLE/TROUP COUNTY JAIL AGREEMENT**

This First Amendment to the Hogansville/Troup County Jail Agreement is entered into as of the 2nd day of Dec, 2002, by and between TROUP COUNTY, a political subdivision of the state of Georgia, hereafter called "County", and the CITY OF HOGANSVILLE, Georgia, a municipal corporation of the state of Georgia, hereafter referred to as "City", and the SHERIFF OF TROUP COUNTY, hereafter referred to as "Sheriff".

WITNESSETH:

WHEREAS, on April 7, 1997 the parties hereto executed an agreement entitled "Hogansville/Troup County Jail Agreement" (hereafter referred to as the "Agreement"); and

WHEREAS, the parties desire to amend the Agreement to provide for a different Base Rate as defined in Section 10 thereof,

NOW, THEREFORE, for and in consideration of the mutual benefits accruing to each of the parties hereto resulting from the continuation of the Agreement as herein amended, IT IS AGREED AS FOLLOWS:

1.

Section 10 of the Agreement, bearing the heading "PAYMENTS BY CITY", is hereby amended by increasing the Base Rate of \$34.50 per Inmate Day to \$39.50 per Inmate Day.

2.

This First Amendment to the Agreement shall be effective immediately upon the execution hereof.

Except as amended by the terms of this First Amendment all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have, by and through their duly authorized officers, hereunto set their hands and affixed their seals on the date and year first above written.

CITY OF HOGANSVILLE, GEORGIA

By: Walter St. Clair
Mayor

Attest: [Signature]
Clerk (Seal)

TROUP COUNTY, GEORGIA

By: [Signature]
Chairman

Attest: [Signature]
Clerk (Seal)

[Signature] (Seal)
SHERIFF, TROUP COUNTY, GEORGIA

[Signature]
Witness

**SECOND AMENDMENT
HOGANSVILLE/TROUP COUNTY JAIL AGREEMENT**

This Second Amendment to the LaGrange/Troup County Jail Agreement is entered into as of the 6th day of June, 2010, by and between **TROUP COUNTY**, a political subdivision of the state of Georgia, hereafter called "County", and the **CITY OF HOGANSVILLE**, Georgia, a municipal corporation of the state of Georgia, hereafter referred to as "City", and the **SHERIFF OF TROUP COUNTY**, hereafter referred to as "Sheriff".

WITNESSETH:

WHEREAS, on April 7, 1997 the parties hereto executed an agreement entitled "Hogansville/Troup County Jail Agreement" (hereafter referred to as the "Agreement"); and

WHEREAS, the parties hereto executed an amendment to the Agreement on December 2, 2002 to provide for an increase in the Base Rate as defined in Section 10 thereof from \$34.50 per Inmate Day to \$39.50 per Inmate Day (the "First Amendment Hogansville/Troup County Jail Agreement"); and

WHEREAS, the parties desire to further amend the Agreement, as amended, to provide for a different Base Rate as defined in Section 10 thereof;

NOW, THEREFORE, for and in consideration of the mutual benefits accruing to each of the parties hereto resulting from the continuation of the Agreement, as amended, as herein further amended, IT IS AGREED AS FOLLOWS:

1.

Section 10 of the Agreement, as amended, bearing the heading "PAYMENTS BY CITY", is hereby further amended by increasing the Base Rate to \$45.00 per Inmate Day.

2.

This Second Amendment to the Agreement shall be effective immediately upon the execution hereof.

3.

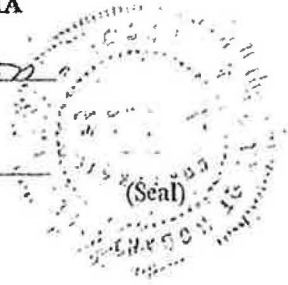
Except as amended by the terms of this Second Amendment all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have, by and through their duly authorized officers, hereunto set their hands and affixed their seals on the date and year first above written.

CITY OF HOGANSVILLE, GEORGIA

By: Jimmy Jackson
Mayor

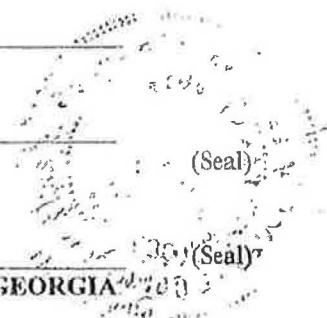
Attest: [Signature]
Clerk



TROUP COUNTY, GEORGIA

By: [Signature]
Chairman

Attest: [Signature]
Clerk



[Signature]
SHERIFF, TROUP COUNTY, GEORGIA

Valerie West
Witness

LAGRANGE/TROUP COUNTY JAIL AGREEMENT

THIS AGREEMENT, entered into as of this 10th day of December, 1996, between and among TROUP COUNTY, a political subdivision of the State of Georgia, hereinafter called "the County", the CITY OF LAGRANGE, Georgia, a municipal corporation of the State of Georgia, hereinafter called "the City", and the SHERIFF OF TROUP COUNTY, hereinafter called "the Sheriff".

W I T N E S S E T H

WHEREAS, the City desires to contract with the County, for the detention of persons charged with or convicted of violation of the laws and ordinances of the City or held as material witnesses or for detention; and

WHEREAS, the County constructed a jail to serve the people of Troup County that complies with federal standards and state laws and is operated in accordance with such laws, standards, policies and procedures; and

WHEREAS, the Sheriff is recognized by law as the jailer of Troup County, in charge of the inmates in said jail; and

WHEREAS, there is sufficient space and facilities to house inmates for the City,

NOW THEREFORE, for and in consideration of the premises and the mutual undertakings hereinafter contained, the County, the City and the Sheriff hereby agree as follows:

1.

It is the intent of this Agreement that, in pursuance of law enforcement in and for LaGrange and Troup County, the County and the Sheriff will accept, book, and house inmates for the City.

2.

As used throughout this Agreement, the following terms shall have the meaning set forth below:

- (a) "Book" shall mean to (1) complete NCIC/GCIC fingerprinting and submit to the appropriate jurisdiction(s); (2) to complete and submit OBTS; and (#) to complete intake booking procedures.
- (b) "The County" shall mean Troup County.
- (c) "The City" shall mean the City of LaGrange.
- (d) The "County Commission" shall mean the Board of Commissioners of Troup County, Georgia.
- (e) "County Manager" shall mean the chief administrative officer of the County appointed by the Board of Commissioners.
- (f) "City Manager" shall mean the administrative head of the city government, appointed by the LaGrange City Council.
- (g) The "City Council" shall mean the LaGrange City Council.

- (h) "Jail" shall mean the Troup County Jail located at 130 Sam Walker Drive, LaGrange, Georgia.
- (i) "Inmate" means a person who is detained in the jail by reason of being charged with or convicted of a municipal offense.
- (j) "Jail Officer in Charge" means the Sheriff of Troup County, or the person designated by him to have supervision of the Jail.
- (k) "Sheriff" is the Jailer of Troup County, Georgia.
- (l) "Inmate Day" means any part of one calendar day beginning at 4:00 a.m. and ending at 4:00 a.m.

3.

TERM. This term of agreement shall be one year beginning January 1, 1997. However, this Agreement shall automatically renew for additional terms of one year as provided hereinafter.

4.

OBLIGATIONS OF COUNTY AND SHERIFF. The County will accept into the Jail such inmates as the City may request and shall give priority in the housing of Inmates over prisoners from other counties at the discretion of the Sheriff. The Sheriff shall accept the Inmates into the Jail and provide for the secure custody, care and safekeeping of such Inmates in accordance with state and local laws, standards, policies and procedures applicable to the operation of the Jail.

5.

OBLIGATIONS OF CITY. The City agrees to transport the Inmates to the Jail and release them to the custody of the Jail Officer in charge. In addition to the usual information obtained and records maintained with respect to inmates detained by Troup County, the Sheriff shall keep a record of the Inmates committed to the Jail, which record shall contain:

- (a) the name of the person committed;
- (b) the person's age, sex and race;
- (c) the process under which the person was committed;
- (e) the date of commitment to the Jail;
- (f) under what order discharged.

Transportation of Inmates to and from the Jail to Troup County Court only shall be performed by the Sheriff's Department and the expense thereof shall be borne by the County. Transportation to and from City Court shall be provided by the City. Removal and return of the same Inmate in a 24-hour period by the City shall not constitute a new admission.

The City shall impose 10 percent as additional penalty in fine cases and an additional 10 percent when defendant is posting bail or bond as required by O.C.G.A. §15-21-90, et seq. Said funds so collected shall be paid to the County for deposit in the County Jail Fund as provided by said code sections.

6.

SUPERVISION BY SHERIFF. All Inmates delivered to the Jail by the City shall be under the direct supervision and control of the Sheriff. The City agrees that the Sheriff shall compute the maximum "good time allowance" for Inmates the same as for non-Superior Court sentenced inmates, and that conversion of the computation of the Inmates from earned time governed sentences to good-time governed sentences shall be made by the Sheriff according to State Law, and the City agrees to be bound by such determination.

7.

SHERIFF'S RULES. All rules and regulations legally and constitutionally adopted and promulgated by the Sheriff for the operation of the Jail shall be applicable to Inmates and the Sheriff is granted the authority to enforce same, including the right to work Inmates within the confines of the Jail and allow Inmates to serve as trustees.

8.

COST ATTENDANT TO CUSTODY. The Sheriff shall maintain physical custody of the Inmates and the County and the Sheriff shall furnish them food and clothing. The County and the Sheriff will only provide non-prescription medication routinely maintained at jail. All other health care expenses including security, transportation, medical or prescription expenses shall be billed to

City. The decision of when and where medical care shall be provided shall be at the sole discretion of Sheriff or his representative.

9.

TRANSITION FROM CITY INMATE STATUS. It is understood and agreed that Inmates shall be chargeable to the City until released or booked for violation of State or Federal charges, or bound over by the Municipal Court to the State or Superior Court of Troup County.

10.

PAYMENTS BY CITY. The amount paid by the City to the County in consideration for the housing of Inmates in accordance with this Agreement shall be a base payment determined by multiplying the base rate of \$34.50 per Inmate Day (the "Base Rate") by the total number of Inmate Days in the applicable month (the "Base Monthly Payment").

The County shall send a monthly bill to the City for the base monthly payment. The bill shall list the name of each Inmate and the specific date(s) of each Inmate's confinement. A bill shall be submitted to the City on or before the 15th day of each month, and payment shall be due and payable on or before the 30th day of each month, for the preceding month's services.

11.

EXTENSION OF AGREEMENT. This Agreement will be automatically renewable for successive one (1) year terms unless canceled and terminated as specified herein. Continuation of the Agreement shall be on the same terms and conditions as set forth in this original agreement.

12.

TERMINATION. This Agreement may be terminated by either party, with or without cause, at any time upon 90 days notice in writing delivered by certified mail to the respective Manager of the County or of the City.

13.

NOTICES. All notices provided for herein shall be in writing and shall be deemed to have been given when deposited in the United States mail and sent via certified mail, return receipt requested, addressed as follows:

If to the County: County Manager
Troup County Georgia
900 Dallis Street
LaGrange, Georgia 30240

If to the City: LaGrange City Manager
200 Ridley Avenue
P.O. Box 430
LaGrange, Georgia 30230

AMENDMENT. This Agreement cannot be amended, modified, changed, discharged, or terminated except, in writing signed by the parties under proper authority.

15.

FULL FORCE AND EFFECT. The parties and the undersigned individual officers shall cause to be done all things necessary to execute this contract and give it full force and effect.

16.

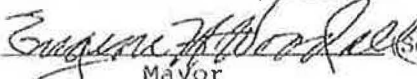
MEDIATION. The parties hereto agree that in the event any dispute should arise regarding the matters covered by this Agreement which cannot be resolved between the parties, said dispute shall be submitted to non-binding mediation. The mediator shall be selected by mutual agreement of the parties at the time any such dispute arises.

IN WITNESS WHEREOF, the parties have, by and through their duly authorized officer, hereunto set their hands and affixed their seals the day and year first above written.

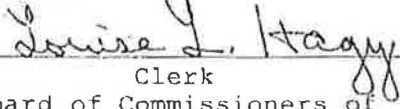
ATTEST:


Clerk
LaGrange City Council


CITY OF LAGRANGE, GEORGIA

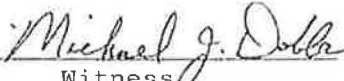
 (Seal)
Mayor
LaGrange City Council


ATTEST:


Clerk
Board of Commissioners of
Troup County, Georgia

TROUP COUNTY, GEORGIA

 (Seal)
Chairman
Board of Commissioners of
Troup County, Georgia


Witness

 (Seal)
Sheriff, Troup County, Georgia

*M 14
APRIL of this
year*

**SECOND AMENDMENT
LAGRANGE/TROUP COUNTY JAIL AGREEMENT**

This Second Amendment to the LaGrange/Troup County Jail Agreement is entered into as of the ___ day of _____, 2010, by and between **TROUP COUNTY**, a political subdivision of the state of Georgia, hereafter called "County", and the **CITY OF LAGRANGE**, Georgia, a municipal corporation of the state of Georgia, hereafter referred to as "City", and the **SHERIFF OF TROUP COUNTY**, hereafter referred to as "Sheriff".

WITNESSETH:

WHEREAS, on December 10, 1996 the parties hereto executed an agreement entitled "LaGrange/Troup County Jail Agreement" (hereafter referred to as the "Agreement"); and

WHEREAS, the parties hereto amended the Agreement in 2002 to provide for an increase in the Base Rate as defined in Section 10 thereof from \$34.50 per Inmate Day to \$39.50 per Inmate Day (the "First Amendment LaGrange/Troup County Jail Agreement"); and

*1ST
Amendment
(6
Years)
1996-02*

WHEREAS, the parties desire to further amend the Agreement, as amended, to provide for a different Base Rate as defined in Section 10 thereof;

NOW, THEREFORE, for and in consideration of the mutual benefits accruing to each of the parties hereto resulting from the continuation of the Agreement as herein amended, IT IS AGREED AS FOLLOWS:

1:

Section 10 of the Agreement, as amended, bearing the heading "PAYMENTS BY CITY", is hereby further amended by increasing the Base Rate to \$45.00 per Inmate Day.

*2nd
Amendment*

-1-

*3 Years
Increasing 70¢/day
(Less than Increase) Per Year*

2.

This Second Amendment to the Agreement shall be effective immediately upon the execution hereof.

3.

Except as amended by the terms of this Second Amendment all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have, by and through their duly authorized officers, hereunto set their hands and affixed their seals on the date and year first above written.

CITY OF LAGRANGE, GEORGIA

By: _____
Mayor

Attest: _____ (Seal)
Clerk

TROUP COUNTY, GEORGIA

By: _____
Chairman

Attest: _____ (Seal)
Clerk

SHERIFF, TROUP COUNTY, GEORGIA (Seal)
Valerie West
Witness

JAIL SERVICES AGREEMENT

THIS AGREEMENT entered into as of this 20th day of November, 2012, by and between **TROUP COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter called "County," the **CITY OF WEST POINT, GEORGIA**, a municipal corporation of the State of Georgia, hereinafter called "City," and the **SHERIFF OF TROUP COUNTY, GEORGIA**, hereinafter called "Sheriff."

WITNESSETH:

WHEREAS, City desires to contract with County, for the detention of persons charged with or convicted of violation of the laws and ordinances of the City or held as material witnesses or for detention; and

WHEREAS, County constructed a jail to serve the people of Troup County that complies with federal standards and state laws and is operated in accordance with such laws, standards, policies and procedures; and

WHEREAS, the Sheriff is recognized by law as the jailer of Troup County, in charge of the inmates in said jail; and

WHEREAS, there is sufficient space and facilities to house inmates for the City,

NOW THEREFORE, for and in consideration of the premises and the mutual undertakings hereinafter contained, County, City and Sheriff hereby agree as follows:

1. AGREEMENT

It is the intent of this Agreement that, in pursuance of law enforcement in and for the City of West Point and Troup County, County and Sheriff will accept, book and house inmates for City.

2. DEFINITIONS

As used throughout this Agreement, the following terms shall have the meaning set forth below:

(a) "Book" shall mean to: (1) complete NCIC / GCIC fingerprinting and submit to the appropriate jurisdiction(s); (2) to complete and submit OBTS; and (3) to complete intake booking procedures.

- (b) "County" shall mean Troup County, Georgia.
- (c) "City" shall mean the City of West Point, Georgia.
- (d) "County Commission" shall mean the Board of Commissioners of Troup County, Georgia.
- (e) "County Manager" shall mean the chief administrative officer of the County appointed by the Board of Commissioners.
- (f) "City Manager" shall mean the administrative head of the city government, appointed by the West Point City Council.
- (g) "City Council" shall mean the West Point City Council.
- (h) "Jail" shall mean the Troup County Jail located at 130 Sam Walker Drive, LaGrange, Georgia.
- (i) "Inmate" means a person who is either detained or booked in the jail by reason of being charged with a violation of the laws of the State of Georgia or ordinances of the City which offense is either finally adjudicated or dismissed under the jurisdiction of Municipal Court.
- (j) "Jail Officer in Charge" means the Sheriff of Troup County, or the person designated by him to have supervision of the Jail.
- (k) "Sheriff" is the Jailer of Troup County, Georgia.
- (l) "Inmate Day" means any part of one calendar day beginning at 4:00 a.m. and ending at 4:00 a.m.

3. **TERM**

This term of agreement shall be one year beginning November 1, 2012. However, this Agreement shall automatically renew for additional terms of one year as provided hereinafter.

4. **OBLIGATIONS OF COUNTY AND SHERIFF**

The County will accept into the Jail and book such Inmates as the City may request and shall give priority in the housing of Inmates over prisoners from other counties at the discretion of the Sheriff. The Sheriff shall accept Inmates into the Jail and provide for the secure custody, care and safekeeping of such Inmates in accordance with state and local laws, standards, policies and procedures applicable to the operation of the Jail.

5. OBLIGATIONS OF CITY

The City agrees to transport the Inmates to the Jail and release them to the custody of the Jail Officer in charge. In addition to the usual information obtained and records maintained with respect to Inmates detained by Troup County, the Sheriff shall keep a record of the Inmates committed to the Jail, which record shall contain:

- (a) the name of the person committed;
- (b) the person's age, sex and race;
- (c) the process under which the person was committed;
- (e) the date of commitment to the Jail;
- (f) under what order discharged.

Transportation of Inmates to and from the Jail to Troup County Courts only shall be performed by the Sheriff's Department and the expense thereof shall be borne by the County. Transportation to and from City Court shall be provided by the City. Removal and return of the same Inmate in a 24-hour period by the City shall not constitute a new admission.

The City shall impose ten percent (10%) as additional penalty in fine cases and an additional ten percent (10%) when defendant is posting bail or bond as required by O.C.G.A. § 15-21-90, et seq. Said funds so collected shall be paid to the County for deposit in the County Jail Fund as provided by said code sections.

6. SUPERVISION BY SHERIFF

All Inmates delivered to the Jail by the City shall be under the direct supervision and control of the Sheriff. The City agrees that the Sheriff shall compute the maximum "good time allowance" for Inmates the same as for non- Superior Court sentenced Inmates, and that conversion of the computation of the Inmates from earned time governed sentences to good-time governed sentences shall be made by the Sheriff according to State Law, and the City agrees to be bound by such determination.

7. SHERIFF'S RULES

All rules and regulations legally and constitutionally adopted and promulgated by the Sheriff for the operation of the Jail shall be applicable to Inmates and the Sheriff is granted the

authority to enforce same, including the right to work Inmates within the confines of the Jail and allow Inmates to serve as trustees.

8. COST ATTENDANT TO CUSTODY

The Sheriff shall maintain physical custody of the Inmates and the County and the Sheriff shall furnish them food and clothing. The County and the Sheriff will only provide non-prescription medication routinely maintained at jail. All other health care expenses including security, transportation, medical or prescription expenses shall be billed to the City. The decision of when and where medical care shall be provided shall be at the sole discretion of Sheriff or his representative.

9. TRANSITION FROM CITY INMATE STATUS

It is understood and agreed that Inmates shall be chargeable to the City if the municipal or state offense under which the Inmate is charged is ultimately adjudicated or dismissed under the jurisdiction of Municipal Court. City shall incur no charge for any Inmate charged with an offense which is ultimately either adjudicated or dismissed under the jurisdiction of either a State, Superior or Federal Court; provided, however, that the City shall be responsible for the housing costs of any inmate booked into the County Jail by reason of being charged with a violation of the ordinances of the City until the Inmate Day following the inmates being bound over to State or Superior Court.

10. PAYMENTS BY CITY

The amount paid by the City to the County in consideration for the housing of Inmates in accordance with this Agreement shall be a base payment determined by multiplying the base rate of \$45.00 per Inmate Day (the "Base Rate") by the total number of Inmate Days in the applicable month (the "Base Monthly Payment").

The County shall send a monthly bill to the City for the base monthly payment. The bill shall list the name of each Inmate and the specific date(s) of each Inmate's confinement. A bill shall be submitted to the City on or before the 15th day of each month, and payment shall be due and payable on or before the 30th day of each month, for the preceding month's services.

11. EXTENSION OF AGREEMENT

This Agreement will be automatically renewable for successive one (1) year terms unless canceled and terminated as specified herein. Continuation of the Agreement shall be on the same terms and conditions as set forth in this original agreement.

12. TERMINATION

This Agreement may be terminated by either party, with or without cause, at any time upon ninety (90) days' notice in writing delivered by certified mail to the respective Manager of the County or of the City.

13. NOTICES

All notices provided for herein shall be in writing and shall be deemed to have been given when deposited in the United States mail and sent via certified mail, return receipt requested, addressed as follows:

If to County: County Manager, Troup County
Troup County Government Center
100 Ridley Avenue, 3rd Floor
LaGrange, Georgia 30240

If to City: West Point City Manager
City of West Point
730 1st Avenue
P.O. Box 487
West Point, Georgia 31833

14. AMENDMENT

This Agreement cannot be amended, modified, changed, discharged, or terminated except in writing signed by the parties under proper authority.

15. FULL FORCE AND EFFECT

The parties and the undersigned individual officers shall cause to be done all things necessary to execute this contract and give it full force and effect.

16. **MEDIATION**

The parties hereto agree that in the event any dispute should arise regarding the matters covered by this Agreement which cannot be resolved between the parties, said dispute shall be submitted to non-binding mediation. The mediator shall be selected by mutual agreement of the parties at the time any such dispute arises.

IN WITNESS WHEREOF, the parties have, by and through their duly authorized officer, hereunto set their hands and affixed their seals the day and year first above written.

CITY OF WEST POINT, GEORGIA (SEAL)

BY: *Ann Paul Ferguson*
Mayor

ATTEST: *Richard M. Coy*
City Clerk

TROUP COUNTY, GEORGIA (SEAL)

BY: *[Signature]*
Chairman

ATTEST: *[Signature]*
County Clerk

TROUP COUNTY SHERIFF'S OFFICE (SEAL)

BY: *[Signature]*
Deputy Turner, Sheriff

ATTEST: *[Signature]*



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: TROUP

Service: Law Enforcement

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

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

- 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.): **Hogansville, LaGrange, Troup County, West Point**

- 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>
Troup County	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST
LaGrange	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST
Hogansville	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST
West Point	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST

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

Funding mechanisms were changed.

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

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

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

None.

7. Person completing form: **Meg Kelsey**
 Phone number: **706-883-2010** Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: TROUP

Service: Libraries

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.): **Troup County, West Point**

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>
Troup County	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST
West Point	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST

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

Service providers, funding parties, and funding mechanisms were changed.

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

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

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

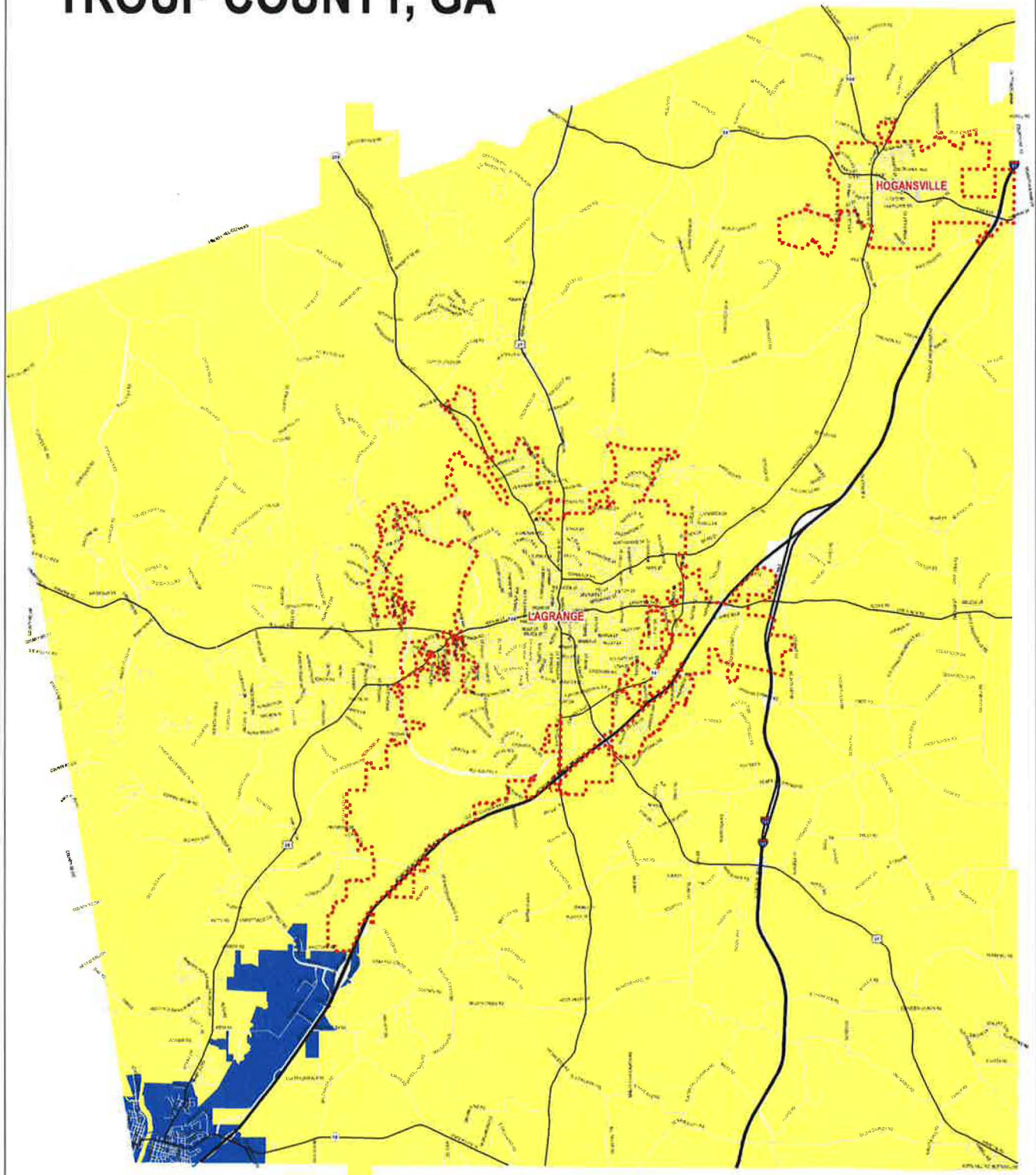
None.

7. Person completing form: **Meg Kelsey**
 Phone number: **706-883-2010** Date completed:

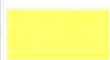
8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

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

TROUP COUNTY, GA



Library Service Areas



Troup County Library Service Area including the Cities of Hogansville and LaGrange



City of West Point Library Service Area



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: TROUP

Service: *Municipal Courts*

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

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

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: **Hogansville, LaGrange, West Point**)

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>
Hogansville	General Funds, Enterprise Funds, User Fees, Grants, Donations, SPLOST, Fines, and Forefeitures
LaGrange	General Funds, Enterprise Funds, User Fees, Grants, Donations, SPLOST, Fines, and Forefeitures
West Point	General Funds, Enterprise Funds, User Fees, Grants, Donations, SPLOST, Fines, and Forefeitures

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

Funding mechanisms have changed.

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

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

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

None

7. Person completing form: **Meg Kelsey**
 Phone number: **706-883-2010** Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:TROUP

Service:Natural Gas

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.): **Hogansville, LaGrange, and West Point provide natural gas services within territories established by the Public Service Commission approved Countywide Safety Plan.**

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>
Hogansville	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST
LaGrange	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST
West Point	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST

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

Funding mechanisms were changed.

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

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

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

None.

7. Person completing form: **Meg Kelsey**
 Phone number: **706-883-2010** Date completed:

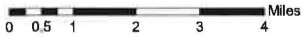
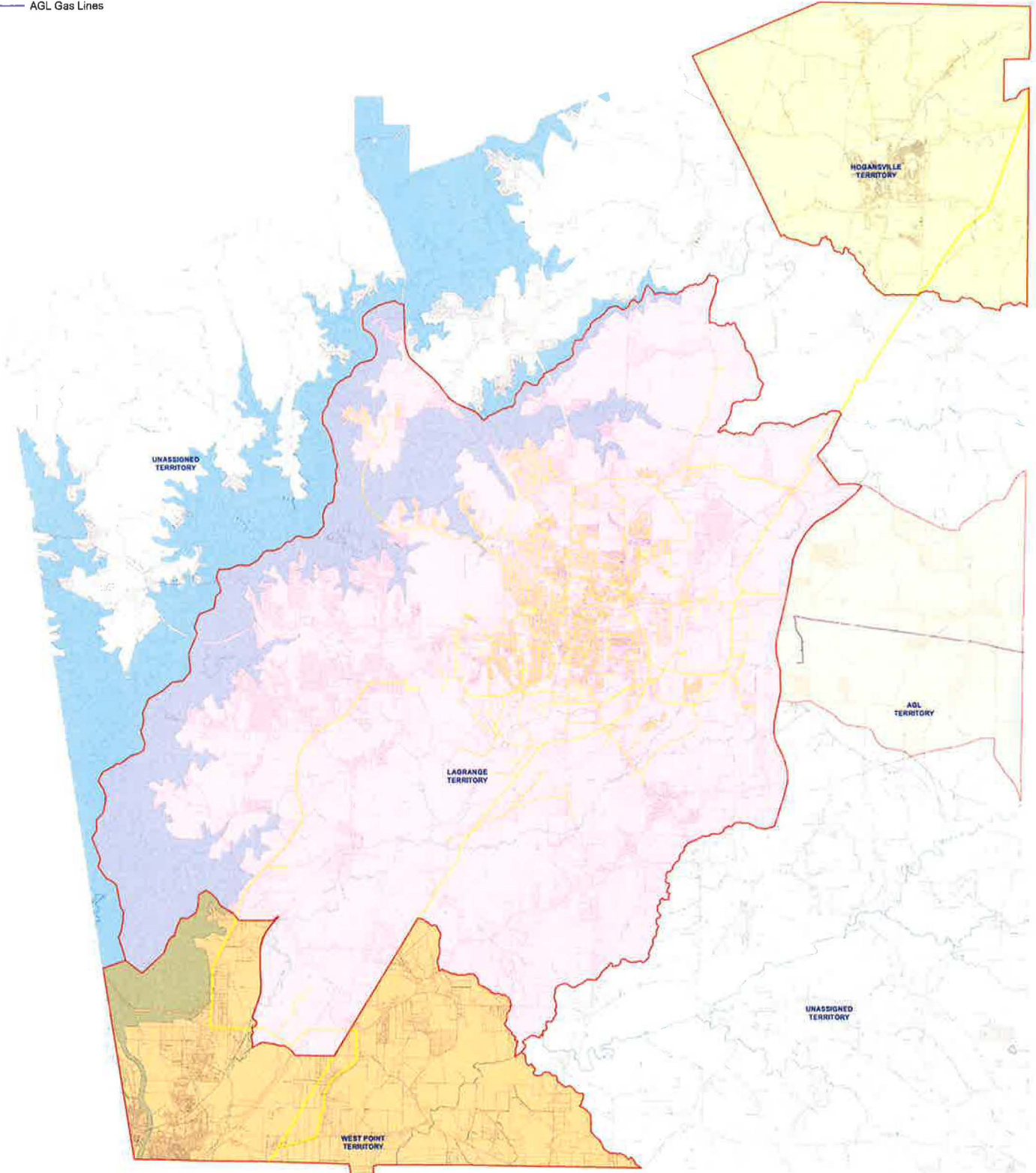
8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

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



Legend

- AGL Territory
- City of LaGrange Territory
- City of Hogansville Territory
- City of West Point Territory
- City of LaGrange Gas Lines
- AGL Gas Lines



**Troup County
Countywide Safety Plan**



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:TROUP	Service:Parks
---------------------	----------------------

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.): **Troup County will provide park services countywide with exception of certain parks within LaGrange, Hogansville and West Point.**

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>
Troup County	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST
LaGrange	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST

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

Since 1999, Troup County has primarily managed and funded parks countywide. Each municipality has, from time-to-time, contributed toward specific park projects in their respective jurisdictions. Parks and Recreation have been divided into two separate services. Service providers, funding parties, and funding mechanisms were changed.

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 Regarding Parks	Troup County and City of LaGrange	upon SDS approval and renewing until terminated by agreement

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

Troup County will provide a one-time grant match in the amount of \$40,000.00 to the City of Hogansville to use for the Lake Jimmy Jackson Park.

7. Person completing form: **Meg Kelsey**
 Phone number: **706-883-2010** 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

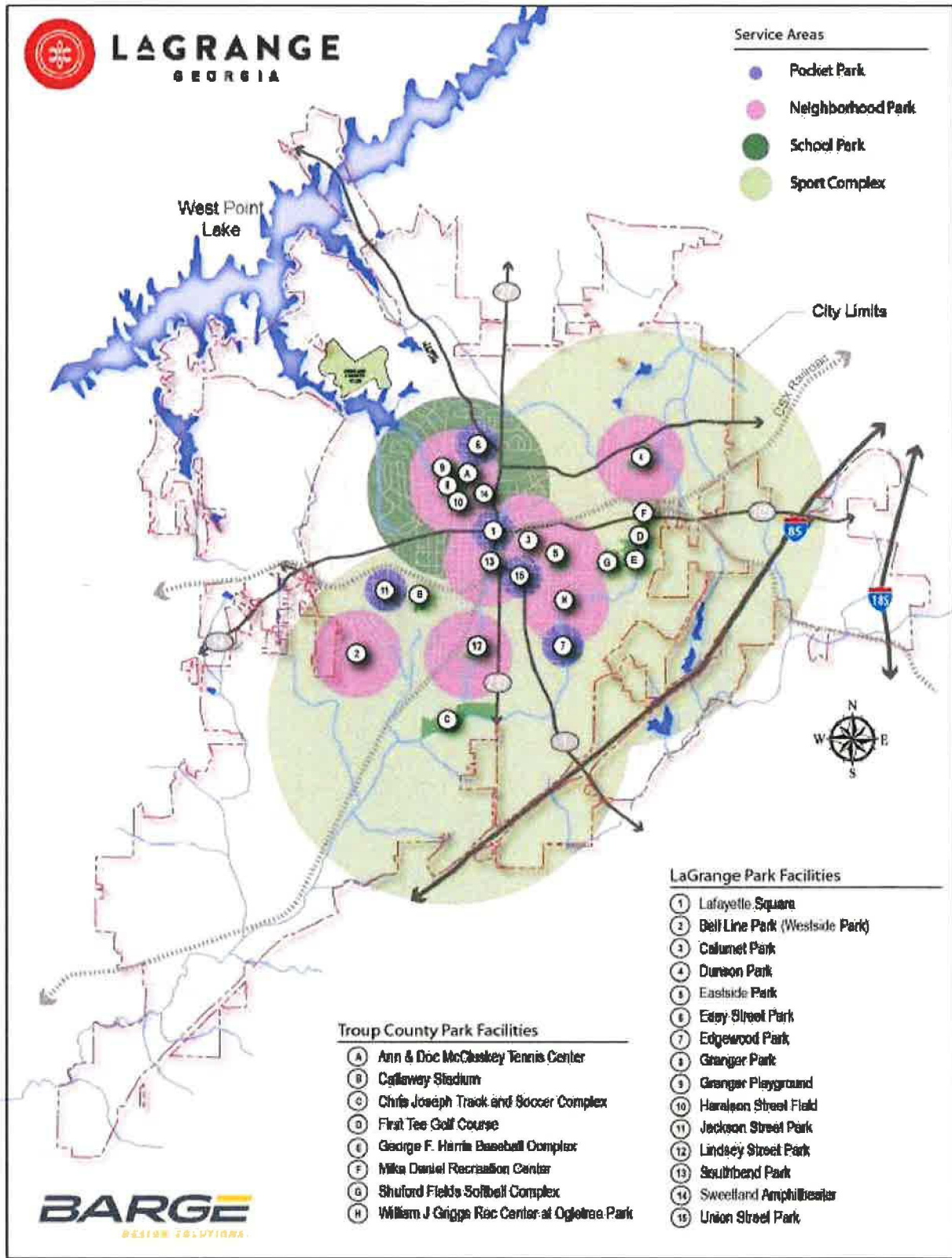
If not, provide designated contact person(s) and phone number(s) below:



LAGRANGE GEORGIA

Service Areas

- Pocket Park
- Neighborhood Park
- School Park
- Sport Complex



Troup County Park Facilities

- A** Ann & Doc McCalister Tennis Center
- B** Callaway Stadium
- C** Chris Joseph Track and Soccer Complex
- D** First Tee Golf Course
- E** George F. Harris Baseball Complex
- F** Mike Daniel Recreation Center
- G** Shuford Fields Softball Complex
- H** William J. Griggs Rec Center at Oglethorpe Park

LaGrange Park Facilities

- 1** Lafayette Square
- 2** Bell Line Park (Westside Park)
- 3** Calumet Park
- 4** Durson Park
- 5** Eastside Park
- 6** Essey Street Park
- 7** Edgewood Park
- 8** Granger Park
- 9** Granger Playground
- 10** Haralson Street Field
- 11** Jackson Street Park
- 12** Lindsey Street Park
- 13** Southbend Park
- 14** Sweetland Amphitheater
- 15** Union Street Park

AGREEMENT OF CERTAIN PARKS

THIS AGREEMENT (hereafter "Agreement") is made and entered into this 24th day of May, 2021, by and between **TROUP COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereafter "Troup") and the **CITY OF LAGRANGE, GEORGIA**, a municipal corporation of Troup County, Georgia (hereafter "LaGrange");

WITNESSETH: THAT

WHEREAS, Troup and LaGrange (hereafter sometimes referred to as the "Parties") are political subdivisions within the State of Georgia, LaGrange being located wholly and completely within the limits of Troup County;

WHEREAS, under previous service delivery strategy agreements entered pursuant to O.C.G.A. § 36-70-20 et seq., Troup has provided parks and recreation services countywide;

WHEREAS, it is to the mutual advantage and benefit of Troup and LaGrange that they, by appropriate agreement, undertake and agree upon a division of responsibilities with regard to certain parks in LaGrange, all in conjunction with the Troup County Service Delivery Strategy (the "SDS"); and

WHEREAS, the Parties are competent to enter this agreement pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, subject to and in accordance with the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the mutual benefits and undertakings as hereinafter set forth, Troup and LaGrange do hereby covenant and agree as follows:

1. **MAINTENANCE OF PARKS.**

Subsequent to execution of this agreement and beginning on July 1, 2021 and subject to the approval of the SDS, LaGrange shall be responsible for maintenance, upkeep, programming and all other aspects of the following parks within LaGrange: Bell Line Park, Calumet Park, Dunson Park, Eastside Park, Easy Street Park, Edgewood Park, Granger Playground, Granger Park, Haralson Street Field, Jackson Street Park, LaFayette Square, Lindsey Street and Union Street. LaGrange shall continue to be responsible for the maintenance of the parks that it currently maintains (*e.g.*, Boyd Park/Sweetland Amphitheatre, Southbend Park, the Thread) and will

maintain any such other parks that independently develops after the execution of this agreement.

2. **REQUIRED PAYMENTS.**

In recognition of LaGrange undertaking responsibility for the parks referenced herein and subject to the approval of the SDS, Troup shall pay to LaGrange, on an annual basis beginning July 1, 2021, and continuing on July 1 thereafter for the term of this Agreement, Seven Hundred Thousand Dollars (\$700,000.00).

3. **TERM.**

This agreement shall commence on the date as such is executed by authorized officials of both Troup and LaGrange and shall continue until amended by agreement of the parties, the SDS agreed to contemporaneously with this Agreement expires, is amended, or is revised in accordance with the Service Delivery Strategy Act, or it is otherwise terminated by operation of law.

IN WITNESS WHEREOF, the Parties acting by and through their duly authorized officers have caused their effective names and seals to be hereunto affixed on the day and year first above-written.

TROUP COUNTY, GEORGIA

BY: *Patrick News*
Chairman

ATTEST: *Valerie West*
Secretary



CITY OF LAGRANGE, GEORGIA

BY: *[Signature]*
Mayor

ATTEST: *Sue Olson*
City Clerk





SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:TROUP

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.): **Hogansville, LaGrange, Troup County, West Point**

- 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>
Troup County	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST
Hogansville	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST
LaGrange	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST
West Point	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST

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

Funding parties were added and funding mechanisms were changed.

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

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

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

None.

7. Person completing form: **Meg Kelsey**
 Phone number: **706-883-2010** Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:TROUP

Service:Public Housing

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: **Hogansville, LaGrange, West Point Housing Authorities**)

- 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>
Hogansville Housing Authority	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST
LaGrange Housing Authority	General Funds, Enterprise Funds, User Fees, Grants, and Donations
West Point Housing Authority	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST

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

Service providers, funding parties, and funding mechanisms were changed.

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

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

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

None.

7. Person completing form: **Meg Kelsey**
 Phone number: **706-883-2010** Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: TROUP

Service: Recreation

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

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

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

"Parks and Recreation" was divided into two separate services. Funding mechanisms were changed.

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

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

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

None.

7. Person completing form: **Meg Kelsey**
 Phone number: **706-883-2010** Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:TROUP

Service:Road Maintenance

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

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

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

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

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

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

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

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

No

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
LaGrange	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST
West Point	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST
Troup County	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST
Hogansville	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST

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

Funding mechanisms were changed. "Sidewalks" was merged into this service.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
N/A		

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

None.

7. Person completing form: **Meg Kelsey**
 Phone number: **706-883-2010** Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:TROUP

Service:Sewage 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: **Hogansville, LaGrange, West Point**)

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

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

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

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

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
LaGrange	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST
West Point	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST
Hogansville	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST

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

Funding mechanisms were changed.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
N/A		

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

None.

7. Person completing form: **Meg Kelsey**
 Phone number: **706-883-2010** Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:TROUP

Service:Social 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.):**Troup County**

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

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

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

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

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

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

No

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
Troup County	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST

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

This is a new service encompassing the Department of Family and Children Services and Mental Health.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
N/A		

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

None.

7. Person completing form: **Meg Kelsey**
 Phone number: **706-883-2010** Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:TROUP

Service:Solid Waste / Disposal / Recycling

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

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

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

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

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

- 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>
LaGrange	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST
West Point	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST
Troup County	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST
Hogansville	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST

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

This is a new service to encompass Recycling and Sanitation.

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

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

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

None.

7. Person completing form: **Meg Kelsey**
 Phone number: **706-883-2010** Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:TROUP

Service:Tax Appraisal

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.): **Troup 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>
Troup County	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST

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

Funding mechanisms were changed.

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

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

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

None.

7. Person completing form: **Meg Kelsey**
 Phone number: **706-883-2010** Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: TROUP

Service: 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.):

- 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.): **Troup County, West Point**

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>
Troup County	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST
West Point	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST

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

Vehicle Registration was merged into this service. Funding mechanisms were changed.

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

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

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

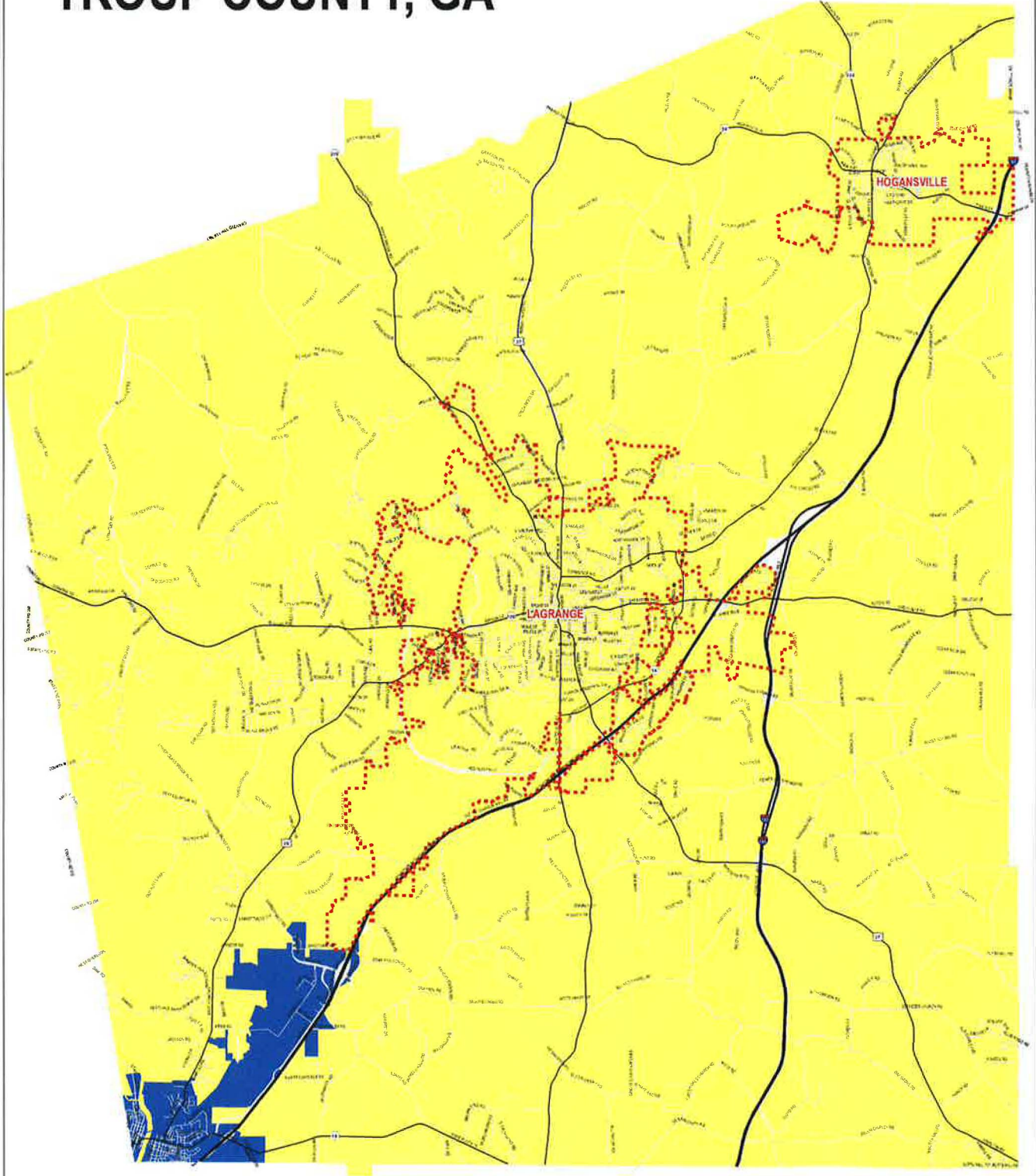
None.

7. Person completing form: **Meg Kelsey**
 Phone number: **706-883-2010** 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:

TROUP COUNTY, GA



Tax Collection Service Areas



Troup County Tax Collection Service Area including the Cities of Hogansville and LaGrange



City of West Point Tax Collection Service Area



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:TROUP

Service: *Water and Wastewater Services*

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

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

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

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

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

- 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.): **Hogansville, LaGrange, West Point**

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>
Hogansville	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST
LaGrange	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST
West Point	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST

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

Water Supply Distribution and Water Pollution Control were merged to form this new service.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Water Sales Agreement	West Point - LaGrange	03-12-07-20 years renewable
Intergvt Contract re Utility Svs	West Point - LaGrange	06-12-06 as amended
Water Sales Agreement	Hogansville - LaGrange	09-17-2007 30 y & renewing

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?

Hogansville, LaGrange and West Point are authorized by local and general law to provide water and wastewater services within and outside of their respective corporate limits. As reflected on the submitted water and wastewater infrastructure maps, there is no current duplication of service or unnecessary competition. Areas currently shown as unserved on the submitted maps will be addressed by service providers on an as needed basis.

7. Person completing form: **Meg Kelsey**
 Phone number: **706-883-2010** 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:

MATCH LINE

ELEVATED WATER TANKS

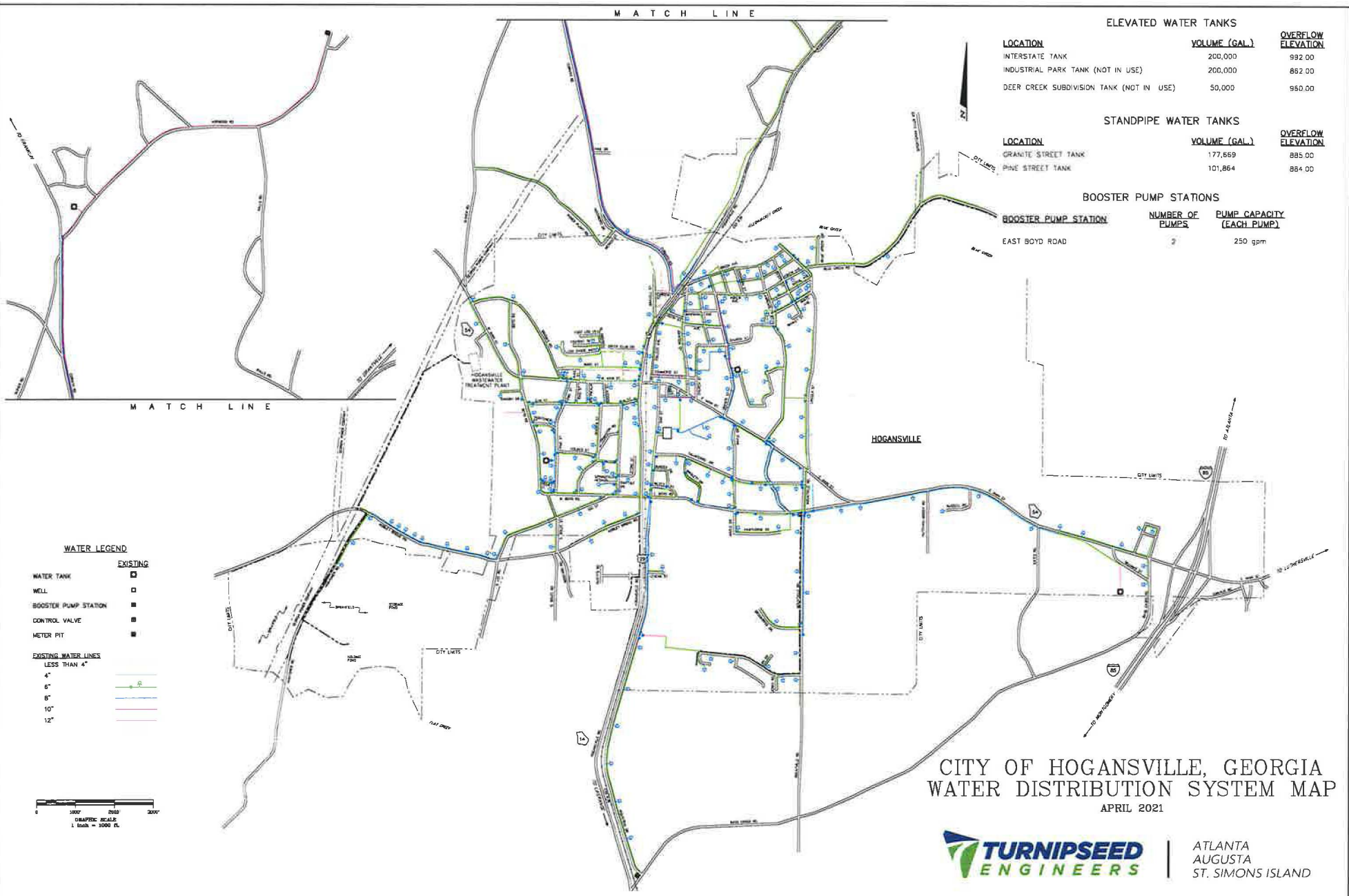
LOCATION	VOLUME (GAL.)	OVERFLOW ELEVATION
INTERSTATE TANK	200,000	992.00
INDUSTRIAL PARK TANK (NOT IN USE)	200,000	882.00
DEER CREEK SUBDIVISION TANK (NOT IN USE)	50,000	950.00

STANDPIPE WATER TANKS

LOCATION	VOLUME (GAL.)	OVERFLOW ELEVATION
GRANITE STREET TANK	177,869	885.00
PINE STREET TANK	101,864	884.00

BOOSTER PUMP STATIONS

BOOSTER PUMP STATION	NUMBER OF PUMPS	PUMP CAPACITY (EACH PUMP)
EAST BOYD ROAD	2	250 gpm



WATER LEGEND

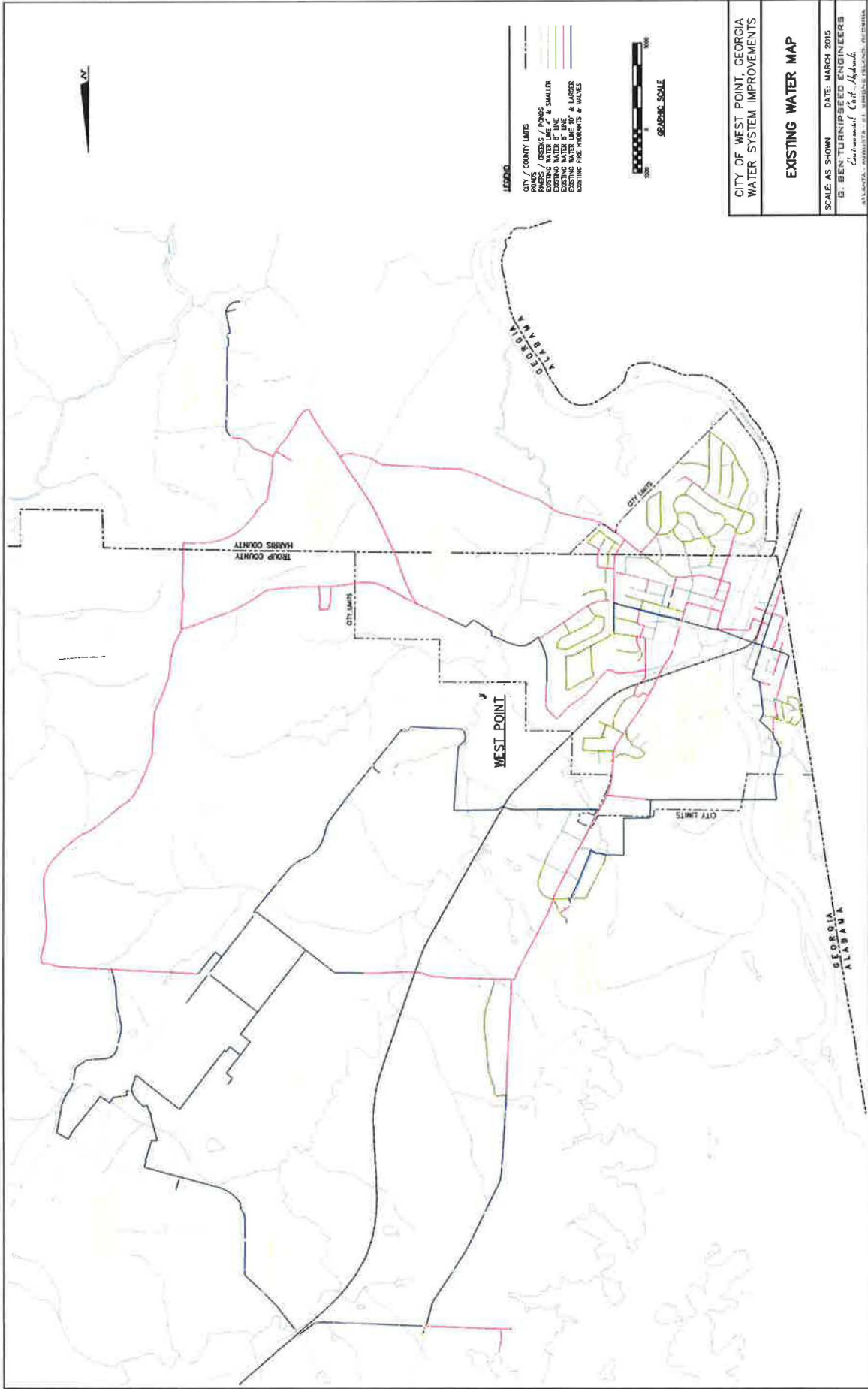
- EXISTING**
- WATER TANK
 - WELL
 - BOOSTER PUMP STATION
 - CONTROL VALVE
 - METER PIT
- EXISTING WATER LINES**
- LESS THAN 4"
 - 4"
 - 6"
 - 8"
 - 10"
 - 12"



CITY OF HOGANSVILLE, GEORGIA
 WATER DISTRIBUTION SYSTEM MAP
 APRIL 2021



ATLANTA
 AUGUSTA
 ST. SIMONS ISLAND



LEGEND

- CITY / COUNTY LIMITS
- RIVERS / CREEKS / PONDS
- EXISTING WATER MAINS & VALVES
- EXISTING WATER FIRE HYDRANTS
- EXISTING FIRE HYDRANTS & VALVES



CITY OF WEST POINT, GEORGIA
WATER SYSTEM IMPROVEMENTS

EXISTING WATER MAP

SCALE AS SHOWN DATE: MARCH 2015
 G. BEN TURNIPSEED ENGINEERS
Subsidiary of Cit. Systems
 ATLANTA, GEORGIA 30328-1101 LICENSE # 000000000000000000



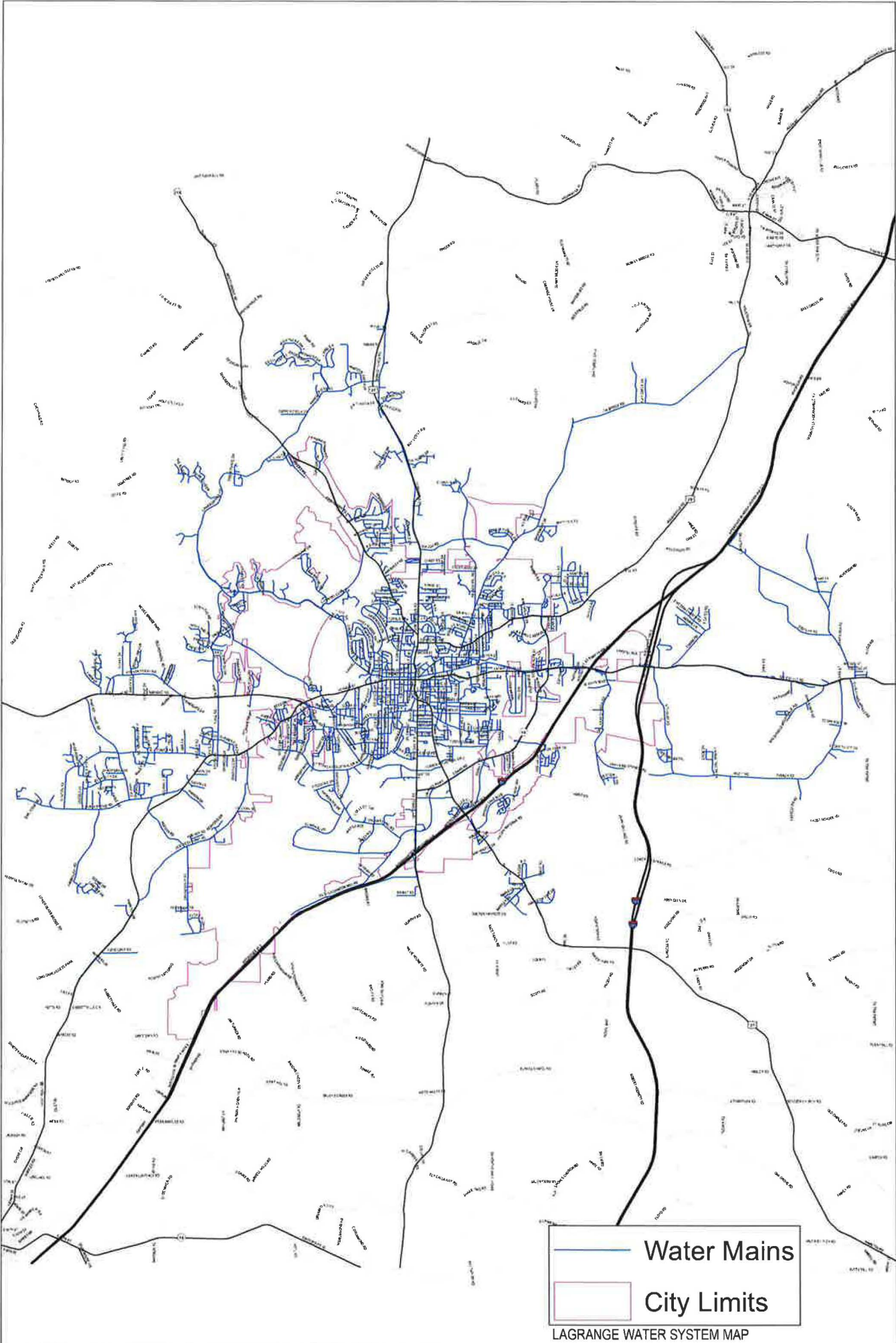
CITY OF WEST POINT, GEORGIA
SEWERAGE SYSTEM IMPROVEMENTS



EXISTING SEWER MAP

SCALE: AS SHOWN DATE: MARCH 2010

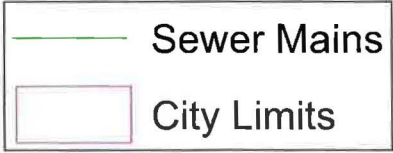
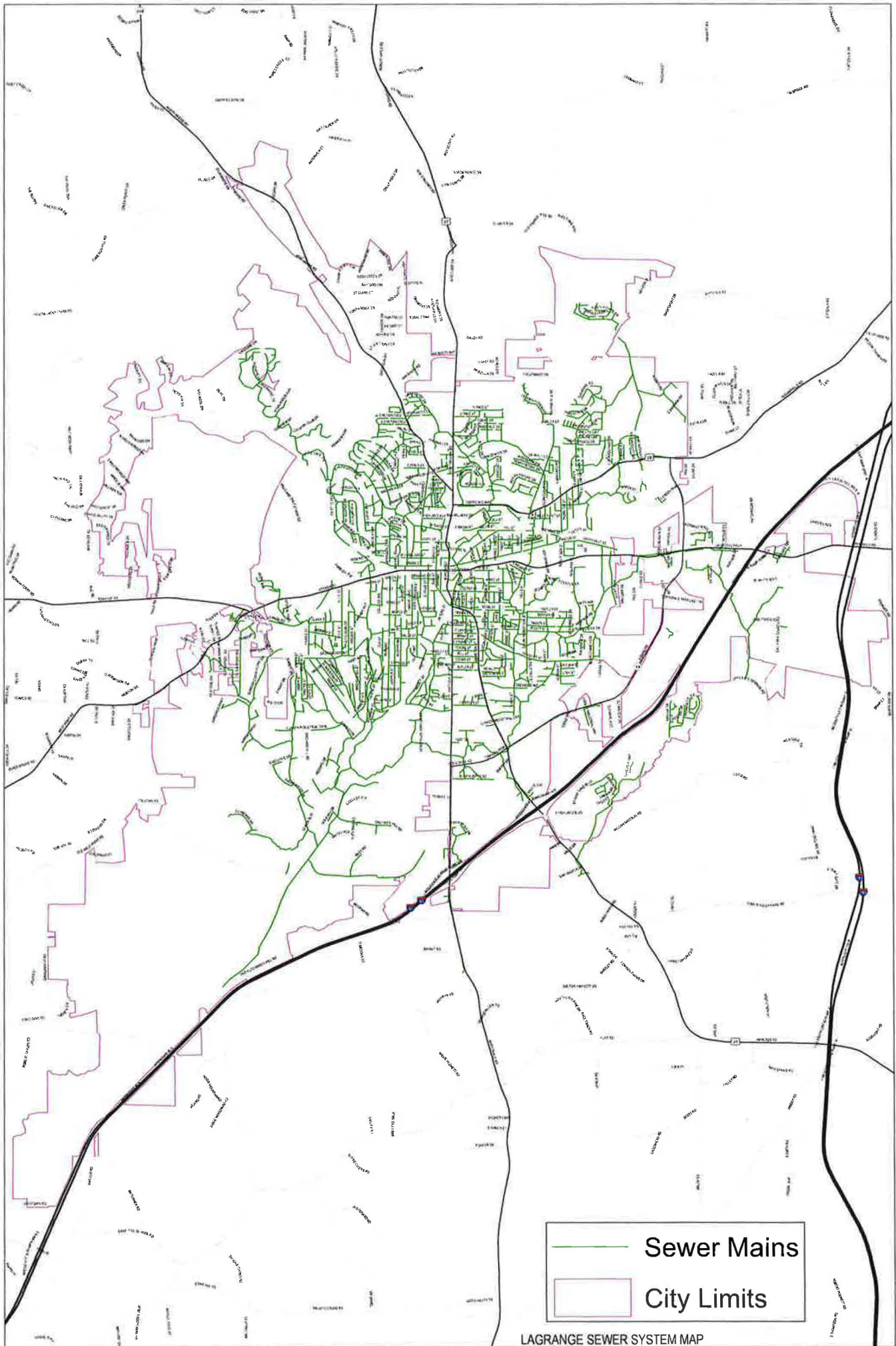
G. BEN TURNIPSED ENGINEERS
Environmental, Civil, Hydraulic

ATLANTA • AUGUSTA • ST. SIMONS ISLAND, GEORGIA



	Water Mains
	City Limits

LAGRANGE WATER SYSTEM MAP



LAGRANGE SEWER SYSTEM MAP

INTERGOVERNMENTAL CONTRACT
REGARDING UTILITY SERVICES

This Intergovernmental Contract, made and entered as of this 12th day of June, 2006, by and between the **CITY OF WEST POINT, GEORGIA**, a municipal corporation of Troup and Harris Counties, Georgia (hereafter **West Point**) and the **CITY OF LAGRANGE, GEORGIA**, a municipal corporation of Troup County, Georgia (hereafter **LaGrange**);

WITNESSETH:

WHEREAS, West Point and LaGrange are each authorized to provide and currently serve water, sewer and natural gas to industrial and residential customers, and LaGrange also provides certain telecommunication services;

WHEREAS, West Point and LaGrange, among others, have cooperated to obtain the commitment of Kia Motors America, Inc. (hereafter **KIA**) to locate an automobile manufacturing facility in the south portion of Troup County in a location adjacent to the current corporate limits of West Point;

WHEREAS, with the assistance of the Department of Economic Development of the State of Georgia, West Point, LaGrange and Troup County have been working towards a plan of service delivery for KIA in order to maximize the efficiency of service delivery to the area;

WHEREAS, West Point and LaGrange have reached an agreement regarding a cooperative effort for the delivery of services to the site at issue; and

WHEREAS, both West Point and LaGrange are authorized to deliver the services described herein and make this agreement pursuant to and in accordance with their respective charters, the general laws of the State of Georgia and Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, and in exchange for the mutual covenants and conditions herein contained, IT IS HEREBY AGREED AS FOLLOWS:

1.

West Point and LaGrange will cooperate closely in order to provide the delivery of various utility services to KIA as set forth herein below.

2.

The terms of this agreement shall be binding upon the parties in the event KIA locates an automobile manufacturing plant in an area of Troup County within the corporate limits of West Point.

3.

West Point will take appropriate measures to annex the KIA site, provide and extend adequate water and sewer to the site to serve KIA, and LaGrange shall wholesale water to West Point in order for West Point to meet such obligation. LaGrange will not compete with West Point for the delivery of water or sewer services to KIA except with the express consent of West Point.

4.

West Point will not compete with LaGrange for the delivery of natural gas services to KIA except with the express consent of LaGrange.

5.

Certain of the service delivery agreements outlined herein may be subject to coordination by the parties pursuant to the terms of O.C.G.A. §36-70-20 et seq. West Point and LaGrange agree to prepare and work towards such ratification as may be required to fulfill any relevant terms of this agreement, and also agree to incorporate within such framework the following additional elements of future service delivery:

- a) As for that portion of Troup County described as West Point.

on the attached map, which map is designated as Exhibit ■A. and incorporated herein by this reference, LaGrange agrees that West Point shall be the natural gas, water and sewer service provider until otherwise agreed by the parties.

LaGrange shall not serve natural gas, water or sewer within said area without the consent of West Point.

- b) For that portion of Troup County described as ■ LaGrange ■ on Exhibit ■A, West Point agrees that it will not provide any municipal or enterprise services (to include natural gas, water, sewer and telecommunication) within said territory without the consent of LaGrange.

6.

This agreement expresses the entire understanding of all agreements between the parties hereto with reference to the subject matter contained herein.

7.

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

8.

Nothing in this agreement, expressed or implied, shall give to any person, other than the parties hereto, any benefit or any legal or equitable right, remedy or claim under this agreement.

IN WITNESS THEREOF, West Point and LaGrange have caused this agreement to be executed by there respective corporate names and have caused their respective corporate seals to be hereunto affixed and attested, all as of the date and year first above-written.

CITY OF WEST POINT, GEORGIA (SEAL)

BY: Billy M. Head
Mayor

ATTEST: John McRae
Clerk

CITY OF LAGRANGE, GEORGIA (SEAL)

BY: W. Jeff Decker
Mayor

ATTEST: [Signature]
Clerk

AMENDMENT TO INTERGOVERNMENTAL CONTRACT
REGARDING UTILITY SERVICES

This Amendment to Intergovernmental Contract Regarding Utility Services, made and entered as of this 25 day of July, 2006, by and between the **CITY OF WEST POINT, GEORGIA**, a municipal corporation of Troup and Harris Counties, Georgia (hereafter "West Point") and the **CITY OF LAGRANGE, GEORGIA**, a municipal corporation of Troup County, Georgia (hereafter "LaGrange");

WITNESSETH:

WHEREAS, West Point and LaGrange entered an Intergovernmental Contract Regarding Utility Services on June 12, 2006;

WHEREAS, the parties desire to amend said agreement, and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, West Point and LaGrange agree as follows:

1.

Subsection (b), Paragraph 6 of the agreement is hereby modified to read as follows:

"(b) For that portion of Troup County described as "LaGrange" on Exhibit "A," West Point agrees that LaGrange shall be the natural gas, water and sewer service provider until otherwise agreed by the parties. West Point shall not serve natural gas, water or sewer within said area without the consent of LaGrange."

2.

Except as provided herein, all terms and conditions of the Intergovernmental Contract Regarding Utility Services shall remain in full force and effect.

IN WITNESS THEREOF, West Point and LaGrange have caused this agreement to be executed by their respective corporate names and have caused their respective corporate seals to be hereunto affixed and attested, all as of the date and year first above-written.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF WEST POINT, GEORGIA (SEAL)

BY: Billy D Head
Mayor

ATTEST: Jeff M Reed
Clerk

CITY OF LAGRANGE, GEORGIA (SEAL)

BY: W. Jeff Puhler
Mayor

ATTEST: Ken Staley
Clerk

SECOND AMENDMENT TO INTERGOVERNMENTAL
CONTRACT REGARDING UTILITY SERVICES

This Second Amendment to Intergovernmental Contract Regarding Utility Services, made and entered as of this 2 day of May, 2008, by and between the CITY OF WEST POINT, GEORGIA, a municipal corporation of Troup and Harris Counties, Georgia (hereafter "West Point") and the CITY OF LAGRANGE, GEORGIA, a municipal corporation of Troup County, Georgia (hereafter "LaGrange");

WITNESSETH:

WHEREAS, West Point and LaGrange entered an Intergovernmental Contract Regarding Utility Services on June 12, 2006, and a first amendment to same dated July 25, 2006 (hereafter "Agreement");

WHEREAS, the parties desire to further amend said agreement, and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, West Point and LaGrange agree as follows:

1.

The Agreement is hereby modified by the creation and insertion of a new Paragraph 5A to read as follows:

“

5A.

Notwithstanding any other provision of this Agreement, LaGrange agrees that West Point may provide water and sewer service for that portion of Troup County having been annexed by West Point and more particularly described on Exhibit "B" attached hereto, upon the following condition: West Point may provide water and sewer service to any new construction structure within said territory that also elects to receive minimum natural gas service from LaGrange, with said availability of such natural gas service being in the sole discretion of LaGrange. For the purposes of this Agreement, minimum natural gas service is defined as customer election to install at least one (1) natural

gas furnace, one (1) natural gas water heater, and at least one (1) additional natural gas outlet sufficient for potential future use for a clothes dryer, range, grill, pool heater or outdoor lighting fixture. Moreover, West Point may provide water and sewer service to any structure within the Exhibit "B" area to which LaGrange declines to provide natural gas service."

2.

Except as provided herein, all terms and conditions of the Intergovernmental Contract Regarding Utility Services, as amended, shall remain in full force and effect.

IN WITNESS THEREOF, West Point and LaGrange have caused this agreement to be executed by their respective corporate names and have caused their respective corporate seals to be hereunto affixed and attested, all as of the date and year first above-written.

CITY OF WEST POINT, GEORGIA (SEAL)

BY: *Alan Paul Ferguson*
Mayor

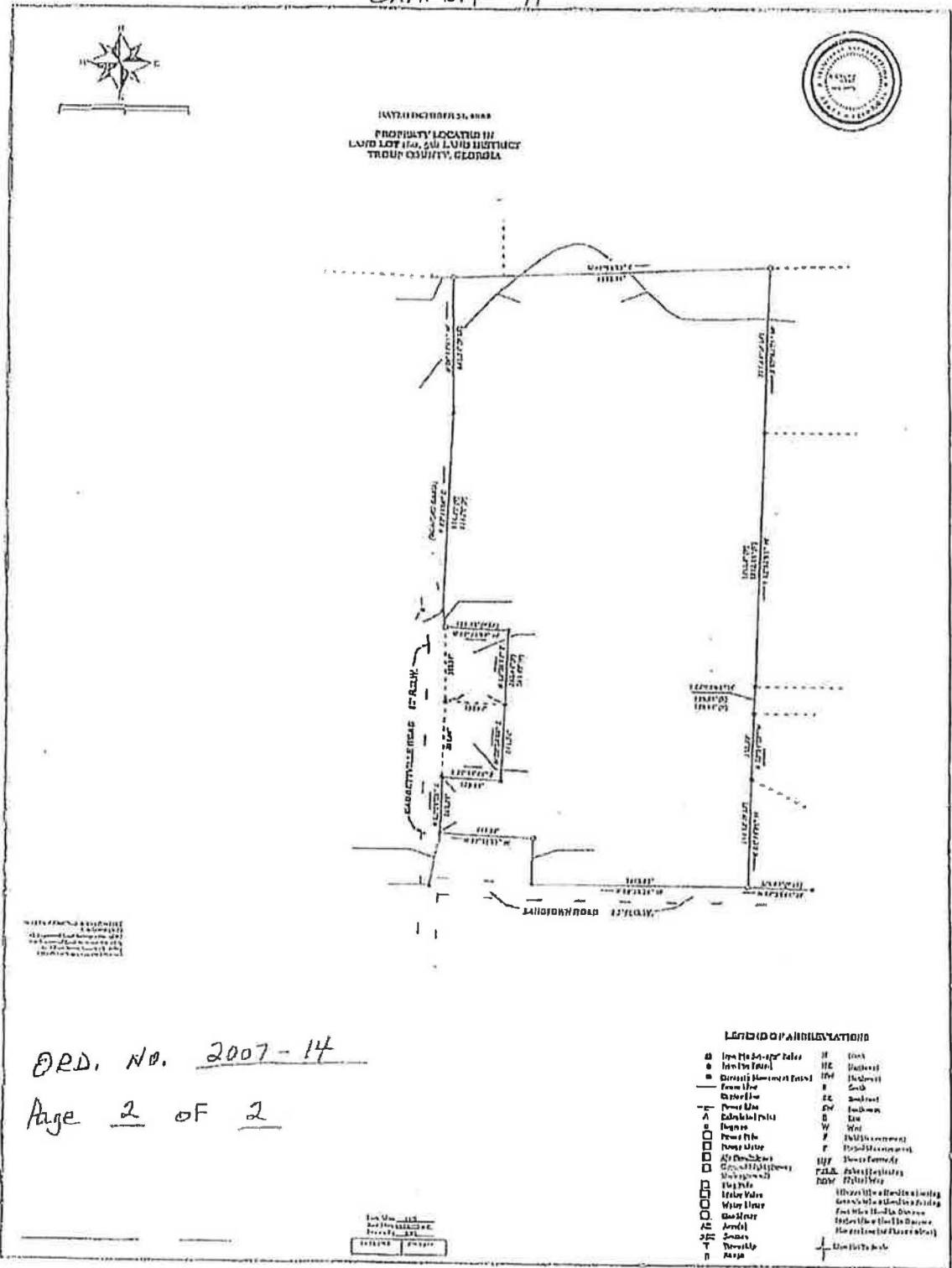
ATTEST: *Richard McCoy*
Clerk

CITY OF LAGRANGE, GEORGIA (SEAL)

BY: *W. Jay Dille*
Mayor

ATTEST: *Robert May*
Deputy City Manager -
Administration and Finance

"Exhibit A"



PROPERTY LOCATED IN
LAND LOT 150, 2ND LAND DISTRICT
TROUT COUNTY, GEORGIA

SCALE: AS SHOWN
DATE: 11/15/07
BY: [Signature]

LEGEND OF ABBREVIATIONS

□	Open Meadow Area	HE	House
○	Existing Foundation	HW	Water Main
■	Existing Foundation	HV	Water Valve
—	Water Main	S	Septic
—	Water Valve	SE	Existing
A	Existing Foundation	SW	Water Valve
B	Existing Foundation	U	Utility
C	Existing Foundation	V	Water Valve
D	Existing Foundation	W	Water Main
E	Existing Foundation	X	Water Main
F	Existing Foundation	Y	Water Main
G	Existing Foundation	Z	Water Main
H	Existing Foundation	AA	Water Main
I	Existing Foundation	AB	Water Main
J	Existing Foundation	AC	Water Main
K	Existing Foundation	AD	Water Main
L	Existing Foundation	AE	Water Main
M	Existing Foundation	AF	Water Main
N	Existing Foundation	AG	Water Main
O	Existing Foundation	AH	Water Main
P	Existing Foundation	AI	Water Main
Q	Existing Foundation	AJ	Water Main
R	Existing Foundation	AK	Water Main
S	Existing Foundation	AL	Water Main
T	Existing Foundation	AM	Water Main
U	Existing Foundation	AN	Water Main
V	Existing Foundation	AO	Water Main
W	Existing Foundation	AP	Water Main
X	Existing Foundation	AQ	Water Main
Y	Existing Foundation	AR	Water Main
Z	Existing Foundation	AS	Water Main
AA	Existing Foundation	AT	Water Main
AB	Existing Foundation	AU	Water Main
AC	Existing Foundation	AV	Water Main
AD	Existing Foundation	AW	Water Main
AE	Existing Foundation	AX	Water Main
AF	Existing Foundation	AY	Water Main
AG	Existing Foundation	AZ	Water Main
AH	Existing Foundation	BA	Water Main
AI	Existing Foundation	BB	Water Main
AJ	Existing Foundation	BC	Water Main
AK	Existing Foundation	BD	Water Main
AL	Existing Foundation	BE	Water Main
AM	Existing Foundation	BF	Water Main
AN	Existing Foundation	BG	Water Main
AO	Existing Foundation	BH	Water Main
AP	Existing Foundation	BI	Water Main
AQ	Existing Foundation	BJ	Water Main
AR	Existing Foundation	BK	Water Main
AS	Existing Foundation	BL	Water Main
AT	Existing Foundation	BM	Water Main
AU	Existing Foundation	BN	Water Main
AV	Existing Foundation	BO	Water Main
AW	Existing Foundation	BP	Water Main
AX	Existing Foundation	BQ	Water Main
AY	Existing Foundation	BR	Water Main
AZ	Existing Foundation	BS	Water Main
BA	Existing Foundation	BT	Water Main
BB	Existing Foundation	BU	Water Main
BC	Existing Foundation	BV	Water Main
BD	Existing Foundation	BW	Water Main
BE	Existing Foundation	BX	Water Main
BF	Existing Foundation	BY	Water Main
BF	Existing Foundation	BZ	Water Main
BF	Existing Foundation	CA	Water Main
BF	Existing Foundation	CB	Water Main
BF	Existing Foundation	CC	Water Main
BF	Existing Foundation	CD	Water Main
BF	Existing Foundation	CE	Water Main
BF	Existing Foundation	CF	Water Main
BF	Existing Foundation	CG	Water Main
BF	Existing Foundation	CH	Water Main
BF	Existing Foundation	CI	Water Main
BF	Existing Foundation	CJ	Water Main
BF	Existing Foundation	CK	Water Main
BF	Existing Foundation	CL	Water Main
BF	Existing Foundation	CM	Water Main
BF	Existing Foundation	CN	Water Main
BF	Existing Foundation	CO	Water Main
BF	Existing Foundation	CP	Water Main
BF	Existing Foundation	CQ	Water Main
BF	Existing Foundation	CR	Water Main
BF	Existing Foundation	CS	Water Main
BF	Existing Foundation	CT	Water Main
BF	Existing Foundation	CU	Water Main
BF	Existing Foundation	CV	Water Main
BF	Existing Foundation	CW	Water Main
BF	Existing Foundation	CX	Water Main
BF	Existing Foundation	CY	Water Main
BF	Existing Foundation	CA	Water Main

ORD. NO. 2007-14
Page 2 OF 2

EXHIBIT B

**THIRD AMENDMENT TO INTERGOVERNMENTAL
CONTRACT REGARDING UTILITY SERVICES**

This Third Amendment to Intergovernmental Contract Regarding Utility Services, made and entered as of this 14th day of October, 2019, by and between the **CITY OF WEST POINT, GEORGIA**, a municipal corporation of Troup and Harris Counties, Georgia (hereafter "West Point"), and the **CITY OF LAGRANGE, GEORGIA**, a municipal corporation of Troup County, Georgia (hereafter "LaGrange");

WITNESSETH:

WHEREAS, West Point and LaGrange entered an Intergovernmental Contract Regarding Utility Services on June 12, 2006, a first amendment to same dated July 25, 2006, and a second amendment to same dated May 2, 2008 (hereafter "Agreement");

WHEREAS, the parties desire to further amend said agreement, and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, West Point and LaGrange agree as follows:

1.

The Agreement is hereby modified by deleting subsection (a) of Paragraph 5, inserting in lieu thereof a new Paragraph 5(a) to read as follows:

“(a) Notwithstanding any other provision of this Agreement, LaGrange agrees that West Point may provide water and sewer service for that portion of Troup County having been annexed by West Point and more particularly described on Exhibit “B” attached hereto.”

2.

Except as provided herein, all terms and conditions of the Intergovernmental Contract Regarding Utility Services, as amended, shall remain in full force and effect.

IN WITNESS THEREOF, West Point and LaGrange have caused this agreement to be executed by their respective corporate names and have caused their respective corporate seals to be

hereunto nffixed and attested, all as of the date and year first above-written.

CITY OF WEST POINT, GEORGIA (SEAL)

BY: [Signature]

Mayor

ATTEST: [Signature]
City Clerk

CITY OF LAGRANGE, GEORGIA (SEAL)

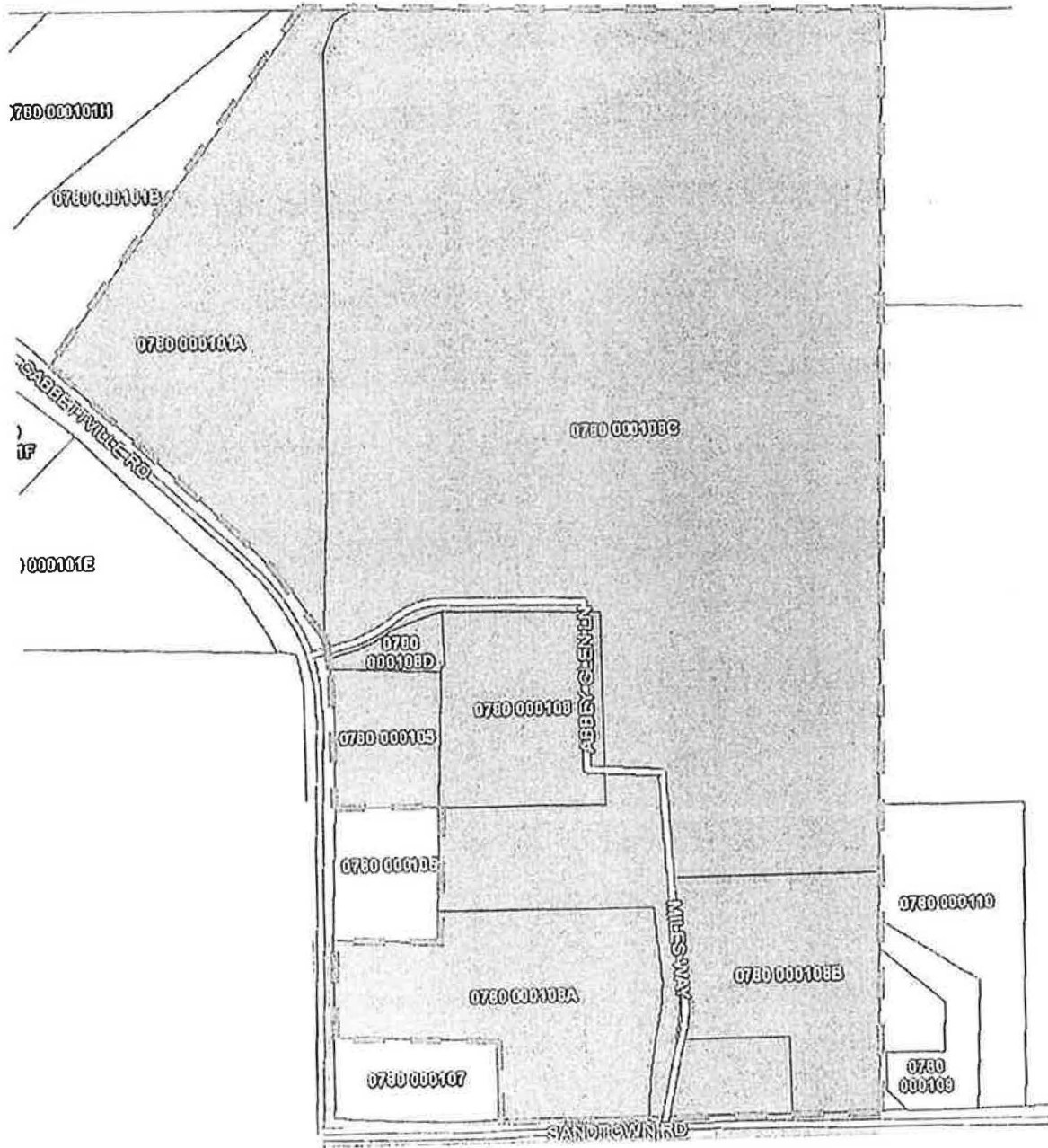
BY: [Signature]

Mayor

ATTEST: [Signature]
City Clerk



EXHIBIT "B"



WATER SALES AGREEMENT

THIS AGREEMENT made and entered into on this the 17th of September, ~~2006~~²⁰⁰⁷, by and between THE CITY OF HOGANSVILLE, GEORGIA, a municipal corporation of Troup County, Georgia, hereinafter referred to as "Hogansville" and THE CITY OF LAGRANGE, GEORGIA, a municipal corporation of Troup County, Georgia, hereinafter referred to as "LaGrange".

WITNESSETH: THAT,

WHEREAS, Article IX, Section 3, Paragraph 1 of the Constitution of the State of Georgia authorizes "Intergovernmental Contracts" and authorizes any municipality or other political subdivision to contract with each other for the provision of services or for the joint or separate use of facilities or equipment providing the contract in question deals with activities, services, or facilities which both contracting parties are authorized by law to undertake or provide;

WHEREAS, LaGrange has capacity to produce excess potable water and Hogansville desires to contract with LaGrange to acquire a portion of its water needs for the period of time and according to the terms and conditions hereinafter specified;

NOW THEREFORE, for and in consideration of the sums of money hereinafter stipulated to be paid and the services to be rendered pursuant to the provisions hereof and in further consideration of the mutual promises made and benefits conferred, the parties hereto, do covenant and agree as follows:

1.

LaGrange shall sell to Hogansville at the delivery point hereinafter specified, potable water, treated to and in accordance with the required standards for drinking water quality as currently established and as from time to time revised by the Environmental Protection Division of the

Georgia Department of Natural Resources ("EPD"). The amount of water to be delivered shall not exceed 400 gallons per minute or 350,000 gallons per day ("Maximum Daily Volume") without the consent of LaGrange. The Maximum Daily Volume may be renegotiated at a future date should LaGrange's Production and Withdrawal Permit quantities be increased by the EPD. It is further agreed that the annualized volume of water delivered to Hogansville shall be a daily average of not less than 200,000 gallons per day ("Minimum Daily Average"), and in the event the amount of water actually consumed by Hogansville during such year shall be less than the Minimum Daily Average, Hogansville will pay to LaGrange the difference between the Minimum Daily Average and the actual water delivered based upon the rates applicable during such year. Day, as used herein, is defined to mean any day during the term of this agreement beginning at 12:00 o'clock midnight and continuing for the succeeding consecutive twenty-four (24) hour period.

2.

The delivery point for the water to be delivered by LaGrange to Hogansville pursuant to the provisions hereof shall be at the intersection of Industrial Drive and Bass Cross Road at the point of interconnect between the two systems. At said delivery point, LaGrange will provide a meter of sufficient size and design to accurately measure and meter water usage within the parameters set forth in Paragraph 1 hereof, such meter to be purchased and maintained by LaGrange at its sole expense. LaGrange shall, at all times during the term of this contract, maintain said meter in good operating condition and provide calibration reports of the meter to Hogansville upon request. If upon calibration, the meter is found to be less than ninety-nine percent (99%) accurate, the past six (6) months billing will be adjusted to correct any over or under billings.

3.

Hogansville shall pay to LaGrange monthly during the term of this agreement, a sum which is equivalent to the Minimum Daily Average time an initial rate of \$2.50 per thousand gallons plus any usage above the Minimum Daily Average times an excess rate of \$2.10 per thousand gallons. This rate is based upon LaGrange paying for the installation of the water main between the LaGrange water system and the delivery point at a cost of \$1 million and Hogansville paying for the installation of the water main between the delivery point and the Hogansville water system. The initial rate will be adjusted using the actual capital cost paid by LaGrange for the water main extension and an amortization of 15 years and 4.5% per annum. It is understood and agreed by the parties that it is the obligation of LaGrange to maintain the water lines from the LaGrange water system to the delivery point and the obligation of Hogansville to maintain the water lines from the delivery point to the Hogansville water system.

4.

LaGrange will charge new customers connecting to its water system on Tin Bridge Road between Hamett Road and U.S. 29 the connection fee in effect for Hogansville and pay to Hogansville any positive difference between this connection fee and the connection fee in effect for LaGrange.

5.

The rates per one thousand (1,000) gallons specified in Paragraph 2 hereof are hereby designated as the "Initial Rate" and "Excess Rate". LaGrange may from time to time, and at any time during the term hereof increase or decrease the rates charged for water sold, provided however, that any rate adjustment made during the term of this agreement shall be adopted and approved by

the governing body of LaGrange and will be no greater than the average percentage rate change to all City of Lagrange water customers.

6.

As a part of the consideration of this agreement, Hogansville agrees that, prior to connecting with the LaGrange Water System and for the duration of this contract, it will operate its water system in accordance with and maintain such system in good standing under the applicable laws, rules and regulations of and in strict compliance with the conditions of its license and permit from the EPD for the operation and maintenance of a public water system. Hogansville shall promulgate and strictly enforce written regulations governing customer usage of water distributed in its system including but not limited to requirements, regulations and restrictions intended to prevent the back flow or connection with any facility, device or system that may pollute, interfere with or impair the quality of water provided by the Hogansville System.

7.

Hogansville anticipates continued use of some other sources of water and agrees, therefore, to install and maintain at all times during the contract term a backflow preventer at the delivery point. Hogansville shall and does hereby agree to indemnify and hold LaGrange harmless, and LaGrange shall and does hereby agree to indemnify and hold Hogansville harmless of and from any and all costs, including but not limited to any third party claims that may arise or result from diminished water quality.

Hogansville, as a wholesale customer of LaGrange, shall at all times comply with water use restrictions at the metering point as may be required by the LaGrange Water Conservation Plan, the same as and to the extent required of other LaGrange water customers. Hogansville and LaGrange

shall also, during the term of this agreement, enact, adopt and strictly enforce compliance with all applicable State and Federal codes, rules, and regulations.

8.

LaGrange shall at all times operate its treatment plant and distribution system in a reasonable and appropriate manner, consistent with its operating permits issued by EPD. It is understood and contemplated by the parties hereto that occasional failures or equipment, pressure loss, leaks, power failures and other force majeure causes and situations beyond LaGrange's control may render impractical or impossible, for LaGrange to maintain the water flows specified herein until the cause of interruption can be corrected or repaired. In the event of any such failure, the obligation of Hogansville to pay for minimum water as specified in Paragraph 3 hereof shall be suspended until service is restored. In the event of such failure or decrease in water flow, LaGrange will immediately undertake to remedy and correct, as expeditiously as possible, any such failure or decrease in water flow. Hogansville does hereby release LaGrange of and from any liability on account thereof and agrees to hold LaGrange harmless from any losses, damages, expenses, legal costs or attorneys fees incurred from any action or claim by one or more customers of Hogansville's water system relating to such interruption or decrease in water flow occasioned by force majeure or other reasons beyond the control of LaGrange.

9.

This Agreement shall commence and be effective upon the date of its execution, and be for an Initial Term of thirty (30) years. At the end of the Initial Term, this Agreement shall be automatically renewed for consecutive one year terms unless canceled in writing 60 days or more prior to the expiration of said Initial Term or subsequent one year terms.

10.

Invoices for water delivered shall be due and payable within thirty (30) days of the billing date. Payments made more than forty-five (45) days after the billing date shall bear interest at the rate of 12% per annum until paid.

11.

In addition to any and all other remedies now or hereafter available, in the event of a default in payment, after having given 30 days written notice to Hogansville of such default, LaGrange may disconnect its water system from the water system of Hogansville at the delivery point. Any such disconnection shall not at any time relieve Hogansville from the payment of or for any sums then due and outstanding together with interest thereon and for any other sums of money due in the future during the term of this agreement plus interest, including payment of the minimum water quantities specified in Paragraphs 1 and 3 hereof.

12.

This agreement is made and entered into pursuant to and shall at all times be interpreted and enforced under the laws of the State of Georgia.

13.

This agreement contains all of the provisions, agreements and understandings between the parties and may not be varied by any oral agreements or understandings of the parties and that all prior understandings for negotiations are included herein.

14.

No subsequent amendments, alterations or modifications of this contract shall be binding upon the parties unless in writing and executed by all parties.

15.

No delay or admission by the parties to exercise any right or power conferred hereby or accruing upon default shall impair any such right or power or be construed as a waiver of any right to exercise any such right or power.

16.

This agreement shall be executed in duplicate counterparts, each of which shall be considered an original. Approval of this agreement by the respective governing bodies of LaGrange and Hogansville shall be in a regular meeting of each such governing body and shall be spread upon the minutes of such meeting and shall contain authorization for execution of this agreement by the Mayor and attestation by the Clerk of each City and a certified copy of the minutes of each meeting shall be delivered to the other party at the time of execution.

IN WITNESS WHEREOF, the parties, acting by their duly authorized representatives have caused their respective names and seals to be hereunto affixed, in duplicate, on the day and year first above written.

(CORPORATE SEAL)

CITY OF LAGRANGE, GEORGIA (SEAL)

BY:

W. J. Hill
Mayor

ATTEST:

Mary M. Hill
Clerk

(CORPORATE SEAL)

CITY OF HOGANSVILLE, GEORGIA (SEAL)

BY:

William Jackson
Mayor

ATTEST:

Elizabeth Hill
Clerk



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: TROUP

Service: *Workforce 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: **Hogansville, LaGrange, West Point**)

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>
Hogansville	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST
LaGrange	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST
West Point	General Funds, Enterprise Funds, User Fees, Grants, Donations, and SPLOST

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

This service was added and verified in 2020. Funding mechanisms were changed.

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

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

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

None.

7. Person completing form: **Meg Kelsey**
 Phone number: **706-883-2010** Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 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:TROUP

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

The Land Use plans of Troup County, Hogansville, LaGrange, and West Point have been determined to be reasonably compatible with no apparent conflicts at this time.

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

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

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

NOTE:

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

3. What policies, procedures and/or processes have been established by local governments (and water and sewer authorities) to ensure that new extraterritorial water and sewer service will be consistent with all applicable land use plans and ordinances? Troup County does not provide water or sewer service, and the remaining municipal jurisdictions of Hogansville, LaGrange, and West Point have entered into agreements concerning service areas as warranted.

4. Person completing form: **Meg Kelsey**

Phone number: **706-883-2010** Date completed:

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

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



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: TROUP

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>HOGANSVILLE</u>	Mayor	William C. Stankiewicz		5/14/21
<u>LAGRANGE</u>	Mayor	James C. Thornton		5/26/21
<u>TROUP COUNTY</u>	Chair	Patrick Crews		5/27/21
<u>WEST POINT</u>	Mayor	Steve Tramell		