



SERVICE DELIVERY STRATEGY

FORM 1

COUNTY: **FAYETTE**

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="829 1171 1523 1409" style="background-color: #003366; color: white; padding: 10px; margin-top: 10px;"> <p><i>For answers to most frequently asked questions on Georgia's Service Delivery Act, links and helpful publications, visit DCA's website at 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.

Fayette County, Brooks, Fayetteville, Peachtree City, Tyrone, Woolsey
Fayette County Board of Education
Fayette County Development Authority,
Peachtree City Airport Authority
Peachtree City Water and Sewer 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.

Airport, Animal Control, Building Permits and Inspections, Cooperative Extension Services, Court, Economic Development, Elections, Engineering, Library, Law Enforcement, Planning and Zoning, Purchasing, Solid Waste, Stormwater.

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.

911 Communications Center, Code Enforcement, Detention Facility, Emergency Services, Fire, Recreation, Public Works, Sewer, Water.

FAYETTE COUNTY SUMMARY OF SERVICE DELIVERY STRATEGIES

911 COMMUNICATIONS CENTER

This service was consolidated in 1995. Funding is provided from 911 fees and a Special E-911 tax district if user fees are insufficient or ineligible to cover operational expenses. No additional change in service delivery is anticipated.

AIRPORT

The Peachtree City Airport Authority provides services throughout the County. Funding is provided primarily from user fees, with Peachtree City providing additional funding from the Hotel/Motel Tax. No change in service delivery is anticipated.

ANIMAL CONTROL

Fayette County adopted Animal Control Agreements with each municipality. These agreements include services for sick and injured animals; displaced wildlife; bite-case victims; 24/7 emergency response via 911; animal ordinance and related state law enforcement; and cruelty investigations. All animal control cases are prosecuted in State Court instead of the respective municipal courts. Funding is provided from Fayette County general funds.

BUILDING PERMITS AND INSPECTIONS

Fayette County, Peachtree City, Fayetteville and Tyrone provide this service for each of their respective jurisdictions. Fayette County provides permit and inspection services for Brooks and Woolsey. Each entity feels a need to continue providing this service to maintain local control and provide the level of service their citizens expect. Funding is provided from user fees and general funds from each entity. No change in service delivery is anticipated.

CODE ENFORCEMENT

Fayette County, Peachtree City, and Fayetteville provide this service for their respective jurisdictions. Fayette County provides this service to the Towns of Tyrone, Brooks and Woolsey. Each jurisdiction's code enforcement efforts are focused on the individual characteristics of the respective community. Each entity feels a need to continue providing this service to maintain local control and provide the level of service their citizens expect. Funding is provided from general funds from each entity.

COOPERATIVE EXTENSION SERVICE

The Fayette County Cooperative Extension Service is an extension of the University of Georgia and provides educational assistance and programming in five main areas: agriculture, horticulture, environment, family and consumer science, and 4-H youth development. The Cooperative Extension Service also provides water, soil, and plant tissue testing, provides plant, insect, and disease identification, manages the Master Gardener Extension Volunteer Program, and 4-H clubs and volunteers throughout Fayette County. A cooperative agreement exists between the Extension Service and Fayette County to provide these educational and technical services to homeowners, schools, and businesses in all Fayette County including Peachtree City, Fayetteville, Tyrone, Brooks and Woolsey. Funding is provided from county general funds. No change in service delivery is anticipated.

COURT

Fayette County provides state and superior court services for all jurisdictions in the county. Fayette County provides municipal court services for Brooks and Woolsey. Peachtree City, Fayetteville and Tyrone provide municipal court services for their respective jurisdictions. The municipal entities will continue to periodically evaluate the cost effectiveness of hiring a municipal court judge and solicitor to provide court services to all entities. Funding is provided from fines and forfeitures collected by each entity.

DETENTION FACILITY

Fayette County provides detention facility services for all municipalities and has formal agreements to provide detention facility services to prisoners from the municipalities. Funding for the detention facility is provided from each jurisdictions' general funds, court fees, the jail add-on fees. The municipalities have reached an agreement regarding the daily inmate rate charges.

ECONOMIC DEVELOPMENT

Fayette County, Peachtree City and Fayetteville have Development Authorities that focus on specific needs of their respective communities. The Fayette County Development Authority (FCDA) has agreements with the municipal authorities to issue revenue bonds and for marketing services. All municipal development authorities (Fayetteville and Peachtree City), the Town of Tyrone, and the Peachtree City Airport Authority are represented on the FCDA. Funding is provided from the general funds (Fayette County, Peachtree City, Tyrone and Brooks) and Hotel/Motel Taxes (Fayetteville). No change in service delivery is anticipate.

ELECTIONS

Fayette County provides election services to all municipalities and to the unincorporated portions of the county for Primary, General and Special Elections. This is paid for from county general funds. For elections conducted for municipalities and for the Board of Education, the specific entity(ies) and the county enter a formal agreement for the county to conduct these elections. The entity(ies) reimburse the county for their expenses. Funding is provided from the general funds of the specific entity(is).

EMERGENCY SERVICES

Fayette County is the designated emergency medical service provider (EMS) for the entire county except for the area within the municipal boundary of Peachtree City. This is the county's EMS Tax District and it includes transport user fees. Peachtree City is the designated zone provider for EMS within its municipal boundaries and funding is provided from user fees and the city's general fund. The County and Cities have signed the Statewide Mutual Aid and Assistance Agreement complying with O.C.G.A. 38-3 EMA that benefits all county jurisdictions. Fayette County and Fayetteville have reached an agreement regarding emergency services.

ENGINEERING

Fayette County, Peachtree City, Fayetteville, and Tyrone provide this service for their respective jurisdictions. Fayette County performs Erosion, Sediment and Pollution Control Ordinance inspections and enforcement for the Towns of Brooks and Woolsey. Fayette County also performs Floodplain Management services as required by FEMA for the Town of Woolsey.

FIRE SERVICES

Fayette County provides fire protection for the unincorporated area and the municipalities of Brooks, Tyrone and Woolsey funded by a designated fire tax collected from residents of these areas. Fayetteville and Peachtree City each provide fire protection responsibilities within their respective incorporated limits and fund services through each city's general fund. The unincorporated Fayette County, Brooks, Tyrone and Woolsey Fire Tax District also collects fire impact fees for all new construction within their respective jurisdictions that is utilized for capital improvement projects. Fayetteville and Peachtree City have mutual aid agreements in effect with Fayette County for fire services. Fayetteville and Fayette County have an automatic aid agreement for fire services. The County and Cities have signed the Statewide Mutual Aid and Assistance Agreement complying with O.C.G.A. 38-3 EMA that benefits all county jurisdictions.

Law Enforcement

Fayette County, Peachtree City, Fayetteville and Tyrone provide this service for their respective jurisdictions. Fayette County, Peachtree City and Fayetteville have agreements with the Fayette County Board of Education to support the School Resource Officer Program. Fayette County provides law enforcement for the unincorporated county and the cities of Brooks and Woolsey. Each entity feels a need to continue providing this service to maintain local control and provide the level of service their citizens expect. Funding for the agencies is provided from general funds from each entity.

LIBRARY

Fayette County, Peachtree City, Tyrone and Brooks provide this service through the general funds from each entity. Additionally, Fayette County provides this service to Fayetteville. Library services are also provided through membership in the Flint River Regional Library System (PINES, technical services, book orders, courier service and grants).

PLANNING AND ZONING

All entities provide this service for their respective jurisdictions. No formal cooperative agreements are in effect. However, there is coordination between the respective agencies as needed. Each entity feels a need to continue providing these services to maintain local control and provide the level of service their citizens expect. Funding is provided from general funds from each entity. No change in service delivery is anticipated.

PUBLIC WORKS

Fayette County, Peachtree City, Fayetteville and Tyrone provide this service for their respective jurisdictions. Public Works services provided include road maintenance and new construction; ground, building and fleet maintenance; and project contracting. The level of services provided varies among all public entities. Current cooperative efforts and formal agreements include the Fleet Maintenance Agreement, Public Works Project Contracting Agreement, Sharing Expensive Specialized Equipment Agreement and LMIG Agreement. Each entity feels a need to continue providing these services to maintain local control and provide the level of service their citizens expect. Funding is provided from funds from each entity. The municipalities have reached an agreement regarding the resurfacing of roads.

PURCHASING

All entities provide this service for their respective jurisdictions. Fayette County, Peachtree City, Fayetteville, Tyrone, Brooks, Woolsey and the Fayette County School Board have entered a Collaborative Purchasing Agreement through which the entities may choose to purchase goods and services in bulk to maximize on the associated economics of scale. Actual costs of goods and services purchased are provided from funds from each entity. No additional changes in service delivery are anticipated.

RECREATION

Fayette County, Peachtree City, Tyrone and Brooks provide this service for their respective jurisdictions. The types of programming and services provided vary in each community, but generally include youth and adult recreation programs, instructional classes, special events, camps and aquatics which is hosted at Peachtree City's Kedron Aquatics Center. The level of service provided varies among the entities. Funding is provided from user fees and general funds from each entity. Fayette County provides funding to the Board of Education to ensure recreation sponsored programs have access to school facilities on an annual basis. Fayette County, Peachtree City and Tyrone have reached an agreement regarding recreational funding.

SEWER

Peachtree City Water and Sewerage Authority (WASA), Fayetteville and Tyrone provide this service to the residents of Peachtree City, Fayetteville, and Tyrone respectively. Fayette County provides meter reading and billing services for WASA. Fayette County also provides meter reading and billing services to the City of Fayetteville and Tyrone sewer customers that are on the County water system. There are no arbitrary sewer fees. Each system is funded from user fees. No change in service delivery is anticipated.

SOLID WASTE

Brooks provides this service to its residents. Fayette County and Peachtree City do not provide curbside solid waste services. Residents use private sanitation companies. However, both agencies do provide centralized recycling stations. Fayetteville and Tyrone provide curbside solid waste services (including recycling) through contracts with private companies. No change in service delivery is anticipated.

STORMWATER MANAGEMENT

Funding for stormwater management in Peachtree City and Fayetteville is provided from their respective stormwater utilities. Funding for Fayette County and Tyrone stormwater management is provided from general funds. No change in service delivery is anticipated.

WATER

Fayette County and Fayetteville are public water systems for their respective jurisdictions. Fayette County provides water service to the unincorporated county, Peachtree City, Tyrone, Brooks, Woolsey, and areas of Fayetteville. Fayette County wholesales water to Fayetteville daily, and provides emergency backup water service to Fayetteville. Additionally, Fayette County's reservoirs are factored into Fayetteville's water supply plan and permit, resulting in Fayetteville not having to construct and operate a reservoir. Fayetteville is not charged arbitrary water fees for these supply storage facilities. Both the Fayette County Water System and the Fayetteville Water System are funded from user fees.

The Fayette County Water System currently operates the Brooks Water System under an agreement between Fayette County and the Town of Brooks. The Fayette County Water System provides water services including repairs and all required sampling under the agreement. Fayette County provides water service to the City of Peachtree City under an Agreement revised and dated November 5, 2015. Woolsey and The Town of Tyrone are provided water service by the Fayette County Water System as part of the distribution system owned and operated by the Fayette County Water System. These services include all service delivery and monitoring requirements required of the Fayette County Water System.



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:FAYETTE

Service:911 Communications Center

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.): **Fayette 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
Fayette County (Brooks & Woolsey)	911 standard fees, 911 wireless fees, and a Special E911 tax district of each
Peachtree City	
Fayetteville	
Tyrone	

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

In 2011, the 911 Communications Board was created to oversee the consolidated Communications Center operations.

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
2011.7.1 Funding and Op btw	Fayette County, Board of Education, Fayetteville,	7/01/2011 auto renewal every
FC PTC FV TY	Peachtree City, Tyrone	every 10 yr until 6/30/2061

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?

7. Person completing form: **Steven A. Rapson, County Administrator**
 Phone number: **770-305-5100** Date completed: Feb. 2, 2018

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

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

**INTERGOVERNMENTAL AGREEMENT FOR THE FUNDING AND OPERATION OF THE
E-911 COMMUNICATIONS CENTER AND PARTICIPATION IN THE
COUNTYWIDE 800 MHZ TRUNKED RADIO COMMUNICATIONS SYSTEM**

THIS AGREEMENT, effective the 1st day of July, 2011, between FAYETTE COUNTY, hereinafter referred to as the "County", the City of Peachtree City, the City of Fayetteville, the Town of Tyrone and the Fayette County Board of Education, hereinafter referred to as the "Agreement". This Agreement supersedes the Intergovernmental Agreement for the Establishment of a Consolidated 911 Communications Board dated December 13, 1994.

WITNESSETH:

WHEREAS, public safety communications and enhanced 911 service affect all the citizens of Fayette County, hereinafter sometimes referred to as the "County"; and

WHEREAS, the County and municipalities in the County recognize the need for providing the most efficient and effective service to the citizens without undue cost; and

WHEREAS, there exists an enhanced consolidated 911 communication service within the County; and

WHEREAS, the E-911 Communications Center, hereinafter sometimes referred to as the "Center", shall serve as the Primary Public Safety Answering Point for all emergency calls within Fayette County. In addition, the Center shall provide public safety dispatching services and will maintain and operate a comprehensive communications network to all participating agencies that serves the needs of the public safety community as well as non-emergency communication service provision to other governmental non-public safety participating agencies residing within Fayette County; and

WHEREAS, all local governments support the Special E-911 Tax District as the most equitable method for funding the E-911 Communications Center operations, capital and Countywide radio system; and

WHEREAS, all local governments support the Countywide 800 MHz Trunked Radio Communications System; and

WHEREAS, all local governments within the County support the continuation of the 911 Communications Board, hereinafter sometimes referred to as the "Board", to oversee the operations of the E-911 communication service as defined in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants provided herein, the governing bodies of the County, the cities of Peachtree City and Fayetteville, the Town of Tyrone and the Fayette County Board of Education, hereby agree to support the continuation of the 911 Communications Board to approve all administrative, operational policies and rules and to approve the Communication's Director's recommended annual departmental budget.

1.0 PURPOSE: This Agreement shall address the funding and operation of the Fayette County, Georgia E-911 Communications Center and participation in the Countywide 800 MHz Trunked Radio Communications System with the following organizational goals:

1.1 To promote the health, safety and general welfare of the citizens throughout Fayette County, Georgia. To that end, the parties wish to continually improve procedural efficiency and technical capabilities of emergency call-taking, emergency call processing,

- and all emergency response communications;
- 1.2 To save lives by improved call processing time which reduces response times to emergency incidents;
 - 1.3 To improve safety to emergency responders;
 - 1.4 To effectively receive calls for routine and emergency assistance, based on structured call intake protocols, and coordinate response resources to those calls for service based on the needs of the caller and the direction of field response agencies;
 - 1.5 To provide all participating agencies with a single contact point for the notification of emergencies and receipt of emergency assistance requests, and for the control of coordinated dispatch for law enforcement, fire and EMS;
 - 1.6 To bring about increased efficiencies and coordination of communications and emergency response services;
 - 1.7 To provide the public and field response agencies with highly trained, certified and/or credentialed 911 employees who strive to provide the best service possible to all parties involved;
 - 1.8 To set the goals of operating according to applicable guidelines and standards established by the Commission on Accreditation for Law Enforcement Agencies, Insurance Services Office, National Fire Protection Association, the Commission on Fire Accreditation International, the Association of Public Safety Communications Officials (APCO) and the National Emergency Number Association (NENA);
 - 1.9 To provide funding to ensure the appropriate level of service to all parties involved as defined by user agencies by establishing funding mechanisms and defining the budget process for the Center;
 - 1.10 To provide for operational oversight from a "911 Communications Board" of emergency response professionals;
 - 1.11 To ensure that each party has access to the Countywide 800 MHz Trunked Radio Communications System; and
 - 1.12 To provide a mechanism for the withdrawal of parties to the Agreement.

2.0 DEFINITIONS: As used in this Agreement the following words and phrases shall have the meanings indicated unless the context clearly requires otherwise.

- 2.1 "PSAP" (Public Safety Answering Point) shall mean the facility housing the equipment and personnel that provide 9-1-1 call answering, processing and dispatching services.
- 2.2 "9-1-1 Services" shall mean those services and equipment to answer emergency 9-1-1 calls on a 24-hours-per-day basis.
- 2.3 "County" shall mean Fayette County, Georgia.

- 2.4 "E-911" (Enhanced 9-1-1) shall mean the emergency communications system which connects the public to emergency response.
- 2.5 "Participants" shall mean the parties to this Agreement and such other entities as become parties in the future.
- 2.6 "Fayette County E-911 Communications Center" shall mean the system of providing such services or the facility housing the E-911 Communications operations.
- 2.7 "911 Communications Board" shall mean the multi-jurisdictional Board of Law Enforcement, Fire and EMS professionals established to guide the operations of the Center as established in Fayette County Code of Ordinances, Article VI. Boards and Commissions, Division 1. 911 Communications Board as adopted on January 12, 1995. .
- 2.8 "Countywide 800 MHz Trunked Radio Communications System" shall mean the countywide communications system including towers, receivers, transmitters, radio frequencies and other equipment necessary for an efficient and effective communications system, hereinafter sometimes referred to as the "System". The System shall not include the equipment in the Public Safety Answering Point (PSAP) or radios and communication equipment purchased and maintained by each agency.

3.0 TERM OF AGREEMENT/WITHDRAWAL:

- 3.1 The term of this Agreement shall be for an initial period of Ten (10) years beginning July 1, 2011 and expiring on June 30, 2021, hereinafter referred to as the "Initial Term". Unless otherwise amended or terminated as provided herein, this Agreement shall be automatically renewed for additional periods of Ten (10) years, hereinafter referred to as the "Renewal Term" or "Renewal Terms", without further action of the parties.
- 3.2 The term of this Agreement shall be for a period of Fifty (50) years beginning July 1, 2011 and expiring on June 30, 2061, hereinafter referred to as the "Term".
- 3.3 Any party hereto may terminate its participation in this Agreement by providing the other parties notice of its intent to terminate at least Twelve (12) months but no sooner than Eighteen (18) months prior to the expiration of decennial anniversaries of this Agreement and payment of a "termination fee." Any such notice must be approved by the governing authority of the party wishing to terminate their participation in the Agreement. The "termination fee" shall be an amount equal to the Special E-911 Tax collected in the withdrawing district(s) for the two (2) calendar years immediately following termination. The withdrawing jurisdiction(s) shall remit this termination fee in two (2) annual payments. The first payment shall be paid within 15 months of the effective date of termination and the second payment shall be made within 27 months of the effective date of termination. Additionally, any party terminating this Agreement pursuant to this section shall retain all E-911 fees under the authority granted to it by the Georgia Emergency Telephone Number "911" Service Act of 1977 from the date of termination of this Agreement.
- 3.4 Parties wishing to withdraw from this Agreement and continue to utilize the Countywide 800 MHz Trunked Radio Communications System shall be billed on a pro rata share of the total annual system maintenance, operations, capitol, and depreciation costs based upon the entity's air time utilization as a percentage of total air time utilization.

- 3.5 Any party withdrawing and establishing its own 911 Communications Center shall provide preferential hiring to any Fayette County E-911 Communications Center staff based on qualifications and job performance that may be eliminated due to the withdrawal and subsequent reduction in force.

4.0 911 COMMUNICATIONS BOARD: The Fayette County 911 Communications Board is established as follows:

- 4.1 The 911 Communications Board formulates the policies and oversees the operations of the E-911 Communications Center, exclusive of personnel matters. The Board is empowered with sufficient authority to ensure the efficient operations of the Center. The Board shall be organized and empowered as set forth herein. The Board shall be constituted and operate pursuant to the provisions of the Fayette County Code of Ordinances, Article VI. Boards and Commissions, Division 1. 911 Communications Board, as adopted on January 12, 1995.

4.1 Organization:

- 4.1.1 **Membership.** The Board shall consist of eight (8) members. The membership shall be comprised of the chiefs, or their designee(s), of: the Fire Department and Police Department of Peachtree City; the Fire Department and Police Department of Fayetteville; the Police Department of Tyrone; and the Department of Fire and Emergency Services for the County. The final two (2) members of the Board shall be the head of the County Marshal's Department, hereinafter referred to as the "Marshal", and the Sheriff of the County, or their designee(s).
- 4.1.2 **Terms.** The terms of all members shall begin on the first day of the month following the month in which the Board is activated and shall terminate upon dissolution of the Board.
- 4.1.3 **Vacancies.** A vacancy in membership shall be filled by the governing authority of the public safety entity from which there is a vacancy. A vacancy in membership occurs when there is a change in personnel with respect to the chiefs, or the Sheriff or Marshal. The board position allocated to the respective chief, Sheriff or Marshal shall be filled by the person assuming the position of chief, Sheriff or Marshal, or his/her designee. Where a member of the Board is a designee of a chief, Sheriff or Marshal, such member's departure from the Board, for whatever reason, does not create a vacancy. The chief, Sheriff or Marshal that designated the person originally, shall fill the position with either himself/herself or his/her designee.
- 4.1.4 **Compensation.** All members shall serve without compensation, but may be reimbursed for actual expenses incurred in connection with their official duties if such expenses are approved by the Board of Commissioners of the County.
- 4.1.5 **Quorum.** Five (5) members of the Board shall constitute a quorum. A vacancy on the Board shall not impair the right of the quorum to exercise all the rights and perform all of the duties of the Board. A minimum of five (5) affirmative votes is necessary before any motion can be passed.

4.1.6 Chairman/Board Responsibility/Authority: The Board is established by County Ordinance, and shall be accountable to the Board of Commissioners of Fayette County. The Board shall have the following responsibilities and authority:

4.1.6.1 Chairman Responsibilities: At its initial organizational meeting the Board shall elect a chairman from among its members and shall further establish a fair and equitable method for rotating the chairmanship annually among each member of the Board. The term of the chairman shall be for one (1) year and shall rotate annually and subsequently to each Board member in the manner prescribed during the original organizational meeting.

4.1.6.2 To preside over Board Meetings;

4.1.6.3 To call special meetings as appropriate;

4.1.6.4 To represent the Board or appoint another member to represent the Board;

4.1.6.5 To represent the Board upon the presentation of the annual budget to the County Administrator and Board of Commissioners; and

4.1.6.6 To provide input to the County Administrator along with the Communications Board, regarding the annual performance appraisal of the Director;

4.1.7 Board Responsibilities:

4.1.7.1 Shall have the authority to establish policies necessary to oversee the efficient and effective operation of the E-911 Communications Center, exclusive of personnel matters;

4.1.7.2 The Board shall meet at least quarterly in order to assess the policies as they relate to the operations of the 911 Communications Service;

4.1.7.3 The Board shall ensure that the 911 Communications Center shall operate according to applicable guidelines and standards established by the Commission on Accreditation for Law Enforcement Agencies, Insurance Services Office, National Fire Protection Association, the Commission on Fire Accreditation International, the Association of Public Safety Communications Officials (APCO) and the National Emergency Number Association (NENA). The implementation of all guidelines and standards shall be based on feasibility and cost evaluation as determined by the Board. These standards are nationally recognized and accepted as the appropriate means of achieving professionalism in service to the community;

4.1.7.4 Provide advocacy for both capital and operational needs of the Center;

- 4.1.7.5 Review all applicants for the position of Director of Communications, hereinafter referred to as the "Director", and may recommend employment of same to the County Administrator;
- 4.1.7.6 Establish operational protocols, policies and procedures for the Center with the assistance of the Director;
- 4.1.7.7 Establish county-wide definitions and standards for reportable calls for service for statistical consistency;
- 4.1.7.8 Consider and resolve questions, issues and disputes presented to the Board or parties to this Agreement; and
- 4.1.7.9 Work with the Director to submit to the County Administrator a recommended budget for the Center.

5 **DIRECTOR:** The Fayette County E-911 Communications Center will be managed, operated and supervised by a Director, who will be a Fayette County employee subject to the County's personnel policies, chain of command, and other employee regulations. The Responsibility and Authority of the Director are:

- 5.1 The Director shall be the administrative head of the Fayette County E-911 Communications Center and will be responsible for handling administration and personnel matters within the framework of Fayette County regulations and personnel policies.
- 5.2 The Director shall be responsible for following operational policies and protocols established by the Board.
- 5.3 The Director will prepare a proposed budget for Board approval and will assist the Board in submitting to the County Administrator a recommended budget for the E-911 Communications Center.
- 5.4 The Director shall be responsible for providing administrative support to the Board in conducting meetings, publishing notices and recording and maintaining minutes of meetings.
- 5.5 The Director will be responsible for managing the Center within the approved annual budget and shall provide reports to the Board as requested.
- 5.6 The Director will be responsible for all activities of the Center, including but not limited to oversight of call- taking, dispatching, records (custodian), recording, staffing, training, and security.
- 5.7 The Director shall establish and utilize performance standards for employees. The Director shall actively and continually consider and evaluate all means and opportunities toward the enhancement of operational effectiveness of emergency communications for the benefit of the public and emergency response agencies.

- 5.8 The Director shall review and evaluate service levels, performance standards, and/or operational procedures and provide reports to the Board as requested. Final decisions will be made by the Board on all changes in service levels, performance standards and operational procedures, contingent upon available funding for implementation. However, in order to meet the need for procedural changes in a dynamic deployment situation, the Director will be given authority to alter the procedures during critical circumstances.
- 5.9 The Director will participate in a non-voting capacity in meetings of the Board. Should it be necessary for the Director to miss a meeting, he/she will have a designee present.
- 5.10 The Director will develop appropriate long-range plans, including strategic capital improvements, staffing, technology, and other matters. A comprehensive long-range plan will be developed and updated yearly. This plan will be presented to the Board on a yearly basis at a date and time determined by the Board. Each year the Board and Director will reach consensus on the plan, and the Board will take action to adopt the plan.

6 FUNDING:

- 6.1 Funding for the operational, maintenance, capital and debt service expenses associated with the E-911 Communications Service and Countywide 800 MHz Trunked Radio Communications System shall be provided through an E-911 Special Service Tax District with an effective date of July 1, 2011. In addition, all signatories shall pledge the proceeds of any E-911 fees imposed by it to , under the authority granted to it by the Georgia Emergency Telephone Number "911" Service Act of 1977, as amended, to Fayette County throughout their participation in this Agreement.
- 6.2 Each party agrees to adopt an ordinance pursuant to O.C.G.A. § 46-5-134.2 (which will be effective January 1, 2012) to impose a prepaid wireless 9-1-1 charge in the amount of 75 cents per retail transaction to be effective January 1, 2012. All signatories shall pledge the proceeds of any prepaid wireless E-911 fees imposed by it, under the authority granted to it by O.C.G.A. § 46-5-134.2, as amended, to Fayette County throughout their participation in this Agreement.
- 6.3 In order to transition to the E-911 Special Service Tax District, the parties agree to pay to the County, for a term of Two (2) years beginning on October 1, 2011 and ending on September 30, 2013, the pro-rata allocation of net operations not covered by 911 user fees and undesignated fund balance. The pro-rata allocation is based on the 2010 census population. The County shall invoice all parties for their respective pro-rata allocation on a quarterly basis. Undesignated fund balance from the previous fiscal year shall be applied as a credit to the pro-rata allocation prior to December 31st of each year.

7 LIABILITY:

- 7.1 To the extent allowed by law, the County agrees to hold the City of Fayetteville, the City of Peachtree City, the Town of Tyrone and the Fayette County Board of Education, their employees, agents, and officials harmless from any suit or claim which arises from or is related to the County's performance of this Agreement.

This Agreement entered into, and to become effective, as of the first day of July 1, 2011 by

BOARD OF COMMISSIONERS OF FAYETTE COUNTY

By: Robert Frady
Chairman, Board of Commissioners

Date of adoption: July 28, 2011

Attest: Carol Chandler
County Clerk

CITY OF FAYETTEVILLE

By: Janneth Steele
Mayor, City of Fayetteville

Date of Adoption: August 4, 2011

Attest: Anna Berman
City Clerk

CITY OF PEACHTREE CITY

By: Don Hodges
Mayor, City of Peachtree City

Date of adoption: August 4, 2011

Attest: [Signature]
City Clerk

TOWN OF TYRONE

By: [Signature]
Mayor, Town of Tyrone

Date of adoption: August 4, 2011

Attest: Dee Baker
Town Clerk

BOARD OF EDUCATION

By: Bob Todd
Chairman, Board of Education

Date of adoption: September 29, 2011

Attest: Katherine C. Smith

EXHIBIT "A"

**Fayette County E-911 Communication Center
Allotment of Budget Expenditures Among Participants
FY 2012 Recommended Budget**

	FY 2012		Variance
	Budget Request	Actual	
Expenditures	\$ 2,671,297		
Transfer to Capital Projects	-		
Sub-Total	<u>\$ 2,671,297</u>	<u>\$ -</u>	<u>\$ 2,671,297</u>
Less: Estimated Telephone Surcharge	\$ 850,000		
Estimated Wireless Surcharge	1,035,000		
	<u>\$ 1,885,000</u>	<u>\$ -</u>	<u>\$ (1,885,000)</u>
Operating Expenditures over <Revenue> EXCESS fund balance from 6/30/10	\$ (786,297)	\$ -	
	-		
Allocations COSTS	<u>\$ (786,297)</u>	<u>\$ -</u>	<u>\$ 786,297</u>

Allocation Amount Participants

	Population		
Tyrone	6,879	\$ (50,756)	\$ 50,756
Peachtree City	34,364	(253,552)	253,552
Fayetteville	15,945	(117,649)	117,649
Fayette County	49,379	(364,339)	364,339
	<u>106,567</u>		
Allocations COSTS		<u>\$ (786,297)</u>	<u>\$ -</u>
			<u>\$ 786,297</u>



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:FAYETTE

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.): **Fayette County (including Brooks, Woolsey and Tyrone by agreement), Peachtree City, Fayetteville**

- 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>
Fayette County (Brooks & Woolsey)	County general fund
Peachtree City	City general fund
Fayetteville	City general fund
Tyrone	City general fund

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

Fayette County entered into an IGA with the Town of Tyrone to provide Code Enforcement activities for ten (10) hours per week for \$24.37/hr (Code Enforcement rate).

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>
Brooks 03.08.2012	Fayette County, Brooks	3/08/2012 - auto annual
Tyrone 07.16.2015	Fayette County, Tyrone	7/15/2015 - auto annual
Woolsey 02.14.2004	Fayette County, Woolsey	2/4/2004 - auto annual

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?

7. Person completing form: **Steven A. Rapson, County Administrator**
 Phone number: **770-305-5100** Date completed: Jan. 3, 2018

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

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

STATE OF GEORGIA

COUNTY OF FAYETTE

INTERGOVERNMENTAL AGREEMENT FOR CODE ENFORCEMENT SERVICES

This Agreement entered into this 12 day of September between the **TOWN OF TYRONE**, a municipal corporation lying wholly within Fayette County, Georgia, hereinafter referred to as "The Town" and Fayette County, Georgia, a political subdivision of the State of Georgia hereinafter referred to as "The County".

WITNESSETH:

WHEREAS, the Town currently does not employ personnel whose primary duty is to enforce the Town's Code of Ordinances and other codes, rules and regulations; and,

WHEREAS, the County does employ personnel whose primary duty is to enforce the County's Code of Ordinances and other codes, rules and regulations; and

WHEREAS, the County has staff available to provide code enforcement services to the Town; and

WHEREAS, the County desires to assist said Town by providing staff to enforce the Town's Code of Ordinances and other codes, rules and regulations.

NOW THEREFORE, for and in consideration of the promises contained herein, it is hereby agreed as follows:

1.

The County shall provide personnel to the Town that will perform various code enforcement services on behalf of the Town. Said code enforcement services shall include investigating and citing alleged violations of the Code of Ordinances of the Town, the zoning ordinance of the Town, the subdivision regulations of the Town, the tree and landscape

ordinances of the Town and any other ordinance or regulation of the Town, as well as assisting in the prosecution of said violations and the abatement of nuisances in the Town.

2.

Any personnel provided by the County to perform the services described in Paragraph 1 shall remain employees of the County and shall under no circumstance be considered employees of the Town. Any personnel provided by the County shall be sworn in by the Town as a code enforcement officer pursuant to Section 2-168 of the Code of Ordinances of the Town of Tyrone. Such personnel shall have the authority, in addition to other remedies and after due notice to the owner of the property or the permit holder or any other person violating any provision of the Code of Ordinances of the Town, the zoning ordinance of the town, the subdivision regulations of the town, the tree and landscape ordinances of the town, and any other ordinance or regulation of the town, to issue a citation to such owner of the property or the permit holder or any other person and require the presence of the violator in the Municipal Court of the Town of Tyrone.

3.

In exchange for the services described in Paragraph 1, the Town shall pay to the County on a quarterly basis an amount equal to the hourly rate (including salary and benefits) of the personnel provided by the County for each hour that said personnel performs services for the Town. The parties agree that said hourly rate shall be \$24.37. Both parties understand that the total number of hours during which County personnel perform services for the Town should not exceed ten (10) hours per week; however, to the extent that these services are expected to exceed ten (10) hours per week, the County shall take all reasonable effort to notify the Town prior to exceeding said amount. County personnel shall be available to perform services for the Town during the hours they are normally scheduled to work for the County.

4.

The initial term of this Agreement shall be for one (1) year beginning July 1, 2015 and ending on June 30, 2016. This Agreement shall automatically renew on July 1 of each subsequent year for an additional one (1) year term unless either party provides thirty (30) days' notice to the other party of its intent to terminate the Agreement.

5.

To the extent permitted by law, the Town shall indemnify, defend and hold harmless the County from any liability and/or litigation expenses to which the County may be subjected as a consequence of or as a result of the provision of services described in Paragraph 1. The Town will furthermore, to the extent permitted by law, reimburse the County for any and all necessary legal representation, by counsel chosen by the County, in any action arising from the provision of the services described in Paragraph 1. Said reimbursement shall be paid by the Town within thirty (30) days of invoice by the County.

6.

To the extent permitted by law, the County shall indemnify, defend and hold harmless the Town from any liability and/or litigation expenses to which the Town may be subjected due to the intentional, willful or malicious conduct of the County or County personnel in the performance of the services described in Paragraph 1. The County will furthermore, to the extent permitted by law, reimburse the Town for any and all necessary legal representation, by counsel chosen by the Town, in any action arising from the intentional, willful or malicious conduct of the County or County personnel in the performance of the services described in Paragraph 1. Said reimbursement shall be paid by the County within thirty (30) days of invoice by the Town.

7.

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

8.

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



FAYETTE COUNTY, GEORGIA

By: Charles H. Oddo
Charles Oddo, Chairman
Board of Commissioners

Attest:

Floyd A. Jones

TOWN OF TYRONE

By: Eric Dial
Eric Dial, Mayor

Attest:

Will Baker



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:FAYETTE

Service:Detention Facility

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.):**Fayette 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
Fayette County (Brooks & Woolsey)	Funding for the detention facility is provided from general funds, court fees, jail
Peachtree City	add-on fees, and the inmate day rate charges.
Fayetteville	
Tyrone	

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

Fayette County entered into an IGA with Peachtree City, Fayetteville and the Town of Tyrone at an inmate daily rate of \$50/day for inmate incarcerated in each respective jurisdictions.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Inmate Agreement 2/22/2018	Fayette Co., Fayetteville	2/22/2018-auto annual renew
Inmate Agreement 2/22/2018	Fayette Co., Peachtree City	2/22/2018-auto annual renew
Inmate Agreemen 2/22/2018t	Fayette Co., Tyrone	2/22/2018-auto annual renew

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?

7. Person completing form: **Steven A. Rapson, County Administrator**
 Phone number: **770-305-5100** Date completed: Feb. 5, 2018

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:

LAW OFFICES
McNALLY, FOX, GRANT & DAVENPORT

A PROFESSIONAL CORPORATION

100 HABERSHAM DRIVE

FAYETTEVILLE, GEORGIA 30214-1381

TELEPHONE: (770) 461-2223

FACSIMILE: (770) 719-4832
(770) 461-5863

WILLIAM R. McNALLY
PATRICK J. FOX
PHILIP P. GRANT
DENNIS A. DAVENPORT
PATRICK A. STOUGH
MEREDITH F. McCLURE
E. ALLISON IVEY COX

February 1, 2018

The Honorable Eric K. Maxwell, Chairman
Fayette County Board of Commissioners
140 Stonewall Avenue, West
Suite 100
Fayetteville, Georgia 30214

Re: Disclosure of possible conflict of interests

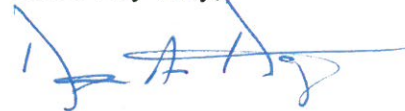
Honorable Chairman Maxwell:

Fayette County (the "County") and the Town of Tyrone (the "Town") are both parties to a 2018 agreement for inmate services ("the Agreement"). McNally, Fox, Grant & Davenport, P.C. (the "Firm"), currently serves as legal counsel for both the County and the Town. The possibility of conflict between the parties is ever present. As such, a conflict of interest could arise for the Firm in representing both sides. However, the Firm reasonably believes it can provide competent and diligent representation to each client over the term of this Agreement and that any risk of material and adverse effect to either client can be avoided. This representation is not prohibited by law; the Firm intends to continue its representation of both the County and the Town and extend its counsel to the matter of this Agreement.

The Firm is confident in its ability to represent both parties to this Agreement and has counseled representatives of the County on the issue. Information that is reasonably sufficient to permit the County to appreciate the significance of the matter at issue and the alternatives to Firm representation in this matter has been provided. Further, the County has been advised to consider its consent carefully and, if necessary, seek independent legal counsel on the matter.

The Firm believes that it is the intent of the County to retain the Firm for its legal representation in all matters, including this Agreement. Please execute the enclosed Acknowledgment of Disclosure and Confirmation of Informed Consent. The Firm appreciates this opportunity and looks forward to providing representation on this matter. Should any questions arise please do not hesitate to contact me.

Yours very truly,



Dennis A. Davenport
County Attorney

Enclosure

Acknowledgment of Disclosure and Confirmation of Informed Consent
Inmate Services Agreement

On behalf of the County, please sign below to indicate confirmation of the Firm's disclosure of a possible conflict of interest and discussions with the County regarding same. This acknowledgment will serve to demonstrate the consent of the County to the Firm's representation in this Agreement. We are also asking the Town to execute an acknowledgment of disclosure and confirmation of informed consent to the Firm's representation as to this Agreement.

The County hereby acknowledges the receipt of this disclosure and confirms the its informed consent to continued representation concerning this Agreement by the Firm by signing below.

This 22nd day of February, 2018.


(SEAL)

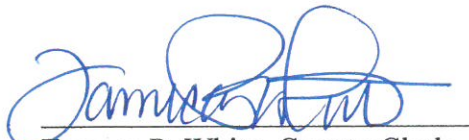


ATTEST:


FAYETTE COUNTY
BOARD OF COMMISSIONERS

By:


Eric K. Maxwell, Chairman


Tameca P. White, County Clerk

Approved as to form:


County Attorney

COUNTY OF FAYETTE

STATE OF GEORGIA

INMATE AGREEMENT

This Agreement entered into this 22nd day of February, 2018 by and between Fayette County, Georgia, acting by and through its Board of Commissioners, and the Town of Tyrone, Georgia, acting by and through its Mayor and Council, for the placement of inmates in the Fayette County Jail Facility in Fayetteville, Georgia.

WITNESSETH:

ARTICLE I. Purpose

A. Purpose. This Agreement between Fayette County, hereinafter the "County"; City, Georgia, hereinafter the "Confining Jurisdiction," is for establishing the parameters within which the County and the Confining Jurisdiction contemplate for the detention and care of persons incarcerated under the authority of the Confining Jurisdiction at the Fayette County Jail Facility, hereinafter the "Jail Facility." The term "Parties" is used in this Agreement to refer jointly to the County and the Confining Jurisdiction.

B. Responsibilities. This Agreement sets forth the responsibilities of the County and the Confining Jurisdiction. The Agreement states the services the County shall perform satisfactorily to receive payment from the Confining Jurisdiction at the prescribed rate.

C. Inmate Day Rate.

- 1) The Parties agree that the inmate day rate shall be \$50.00.
- 2) The Parties agree when costs are incurred for the transport of Confining Jurisdiction inmates to another jail facility as outlined in Article III (A) along with any specialty medical or dental care costs, the Confining Jurisdiction will be responsible for those costs. These costs will be added to the monthly invoice as outlined in Article IX (A).

ARTICLE II. General

A. Funding. The Confining Jurisdiction agrees to make payments to the County as set forth herein. During the term of this Agreement, the Confining Jurisdiction agrees to impose an additional penalty on fines handed down in its Municipal Court consistent with law under the Jail Construction and Staffing Act (established pursuant to O.C.G. A. § 15-21-90 et seq.). The additional penalty shall be equal to ten (10%) percent of the fine imposed under sentence handed

down by the Municipal Court Judge. Additionally, at the time of posting bail or bond, an additional sum equal to (10%) percent of the original amount of bail or bond shall be posted and paid over to the County. In every case in which the Municipal Court Judge shall order the forfeiture of bail or bond, the additional sum equal to the (10%) percent of the original bail or bond shall be paid over to the County and deposited in a special account to be known as the "County Jail Fund." Said County Jail Fund shall be used for maintaining, operating, and staffing of the Jail Facility. Said amount shall be remitted to the County monthly by no later than the tenth day of the month following the month in which such sums are collected. In the case of partial or installment payments of the penalty being made to the Confining Jurisdiction, the proportion of the installment or partial payment equal to the proportion of the additional penalty to the original fine shall be paid by the Confining Jurisdiction to the County by no later than the tenth day of the month following the month in which such partial or installment payments are received.

B. Consistent with Law. Any provision of this Agreement contrary to applicable statutes, regulations, policies, or judicial mandates is null and void, but shall not necessarily affect the balance of the Agreement.

C. Scope of Funding Obligation. The County shall assess, and the Confining Jurisdiction agrees to pay, those charges for those inmates who are incarcerated because of a sentence handed down by the Municipal Court Judge of the Confining Jurisdiction, or due to revocation of probation which was part of a sentence handed down by the Municipal Court Judge of the Confining Jurisdiction. All inmates presented to the Jail Facility by the Confining Jurisdiction for pre-trial detention who are being held pending disposition in the Municipal Court of the Confining Jurisdiction are also considered inmates from the Confining Jurisdiction.

ARTICLE III. Covered Services

A. Bed space. The County shall provide male/female beds in the Jail Facility on a space available basis. The Confining Jurisdiction will be financially liable only for the actual inmate days as defined in Paragraph (C) of this Article. An inmate presented for incarceration by the Confining Jurisdiction to the County may be relocated to another jail facility if no space is available at the Jail Facility. The County shall determine whether space is available at the Jail Facility. Should the County determine that no space is available for an inmate from the Confining Jurisdiction at the Jail Facility, the County shall transport the inmate to another jail facility. The Confining Jurisdiction agrees to continue paying the inmate day rate or the rate charged by the other jail facility, whichever is higher, for every inmate of the Confining Jurisdiction transported by the County to another jail facility in the same manner as if the inmate from the Confining Jurisdiction was still confined at the Jail Facility.

B. Basic needs. The County shall provide adult detainees with safekeeping, housing, subsistence, on-site health care and other services in accordance with this Agreement. In providing these services, the County shall ensure compliance with all applicable laws, regulations, fire and safety codes, policies, and procedures. The types and levels of services shall be those the County routinely affords to other inmates. If the County determines that the Confining Jurisdiction has delivered a person for custody who is subject to the jurisdiction of the Juvenile Justice System, the County shall not house that person with adult detainees, and shall notify the Confining Jurisdiction immediately. The Confining Jurisdiction shall immediately remove the inmate within twenty-four (24) hours of being notified by the County.

C. Unit of service and financial liability. The County will bill the Confining Jurisdiction the number of days the inmate is booked into the Jail Facility excluding the intake day and the discharge day.

D. Interpretive services. The County shall make special provisions for non-English speaking, handicapped or illiterate inmates. The Confining Jurisdiction will, upon request, assist the County in obtaining translation services. The County shall provide all instructions verbally (in English or the inmate's native language as appropriate) to inmates who cannot read.

ARTICLE IV. Receiving and Discharging Inmates

A. Required activity. Except as otherwise provided herein, the County shall receive and discharge inmates only from and to properly identified Confining Jurisdiction personnel. Presentation of Confining Jurisdiction credentials shall constitute proper identification. The exception recognized pertains to those inmates which have been relocated to another jail facility due to a lack of available bed space at the Jail Facility. The County shall furnish receiving and discharging services twenty-four (24) hours per day, seven (7) days per week.

The Confining Jurisdiction shall furnish the County with reasonable notice of receiving or discharging inmates. The County shall ensure positive identification and recording of inmates and Confining Jurisdiction officers. The County shall not permit medical or emergency discharges except through coordination with on-duty Confining Jurisdiction officers.

B. Restricted release of inmates. The County shall not release Confining Jurisdiction inmates from its physical custody to any persons other than those described in Paragraph (A) of this Article for any reason, except for either medical, other emergency situations, or in response to a writ of habeas corpus.

If a Confining Jurisdiction inmate is sought for federal, state or local court proceedings, only the Confining Jurisdiction may authorize release of the inmate for such purposes. The County shall contact the Confining Jurisdiction immediately regarding any such requests.

C. County right of refusal. The County retains the right to refuse acceptance of any inmate found to have a condition that requires medical care beyond the scope of the County's health provider.

ARTICLE V. Medical Services

Access to health care. The County shall ensure that on-site medical and health care coverage as defined below is available for all of the Confining Jurisdiction's inmates at the Jail Facility for at least eight (8) hours per day, seven (7) days per week. The County shall furnish the inmates instructions in his or her native language as prescribed in Article III, Paragraph (D) for gaining access to health care services.

ARTICLE VI. Period of Performance

This Agreement shall remain in effect until **June 30, 2019**. This Agreement shall be renewed automatically for additional one (1) year terms unless either party provides written notice of termination at least ninety (90) days prior to the end of the then current term. Subsequent renewals shall occur automatically absent proper written notice to terminate this Agreement. If, upon proper termination of this Agreement, the Confining Jurisdiction has not satisfied its financial obligation for the payment of inmate day rates to the County for the immediately preceding twelve (12)-month period, the Confining Jurisdiction agrees to remit an amount equal to the total outstanding financial liability to the County within fifteen (15) days of the effective date of the termination. If, upon proper termination of this Agreement, the Confining Jurisdiction has an existing credit with the County due to overpayment from the immediately preceding twelve (12)-month period, said credit amount shall belong to the County and will be applied for those purposes recognized as proper uses for the County Jail Fund.

ARTICLE VII. Modifications

Actions other than those designated in this Agreement will not bind or incur liability on behalf of either party. Either party may request a modification to this Agreement by submitting a written request to the other. A modification will become part of this Agreement only after the Confining Jurisdiction and the authorized signatory of the County have approved it in writing.

Department within ten (10) business days subsequent to the session of court at which these cases were disposed.

ARTICLE X. Indemnification Provisions

A. Indemnification (County). The Confining Jurisdiction shall save and hold the County harmless, and indemnify the County against any and all liability claims and costs of whatever kind and nature, for injury to or death of any person(s), or loss or damage to any property, which occurs in connection with or incident to performance of work by the Confining Jurisdiction under the terms of this Agreement, and which results from negligent acts or omissions of Confining Jurisdiction officers or employees to the extent permitted by law. The Confining Jurisdiction shall also save and hold the County harmless, and indemnify the County against any and all liability claims and costs of whatever kind and nature, for false arrest, malicious prosecution, improper arrest, and any other similar charge being brought due to some action or lack thereof by the Confining Jurisdiction. Notwithstanding anything in this Agreement contained herein to the contrary, for purposes of the Confining Jurisdiction indemnifying and holding the County harmless, any inmate arrested by the Confining Jurisdiction is considered an inmate of the Confining Jurisdiction no matter whether the underlying charge is based upon a sentence handed down by the Municipal Court Judge of the Confining Jurisdiction or otherwise.

B. Defense of suit (County). In the event an inmate files suit against the County contesting the legality of the inmate's incarceration and/or for any other event as covered in Article X (A) , including but not limited to, false arrest, malicious prosecution, and improper arrest, the Confining Jurisdiction shall move to have the County dismissed from such suit, to have the Confining Jurisdiction substituted as the proper party defendant, or to have the case removed to a court of proper jurisdiction. Regardless of the decision on any such motion, the Confining Jurisdiction shall be responsible for the defense of any suit on these grounds.

C. Confining Jurisdiction recovery right. The County shall do nothing to prejudice the Confining Jurisdiction's right to recover against third parties for any loss, destruction of, or damage to the Confining Jurisdiction's property. Upon request of the Confining Jurisdiction, the County shall, at the Confining Jurisdiction's expense, furnish to the Confining Jurisdiction all reasonable assistance and cooperation, including assistance in the prosecution of suit and execution of the instruments of assignment in favor of the Confining Jurisdiction, in obtaining recovery.

D. Other jail facility. For purposes of these Indemnification provisions, all indemnification herein which applies to the County also applies to the jurisdiction which is housing the inmate(s) from the Confining Jurisdiction which have been transported to the jail facility by the County.

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A. Retention of records. All financial records, supporting documents, statistical records, and other records pertinent to contracts or subordinate agreements under this Agreement shall be retained by the County for at least three (3) years for purposes of examinations and audit. The three (3)-year retention period begins at the end of the first year of completion of service under the Agreement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three (3)-year period, the records will be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular three (3)-year period, whichever is later.

B. Access to records. The Confining Jurisdiction shall have the right of access to any pertinent books, documents, papers, or other records of the County.

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A. All Jail Facility Costs. The County shall maintain and calculate the yearly costs of the Jail Facility. Upon request, the County shall provide the Confining Jurisdiction with a copy of the accounting records for those expenses for any subsequent fiscal years. If, after reviewing the accounting records, the Confining Jurisdiction believes that the allocation of expenses does not follow this Agreement, then the Chief Financial Officer for each of the Parties shall meet to discuss the allocation.

B. Other Matters. All other disputes shall be discussed by the Chief Administrative Officers of the Parties. If the Chief Administrative Officers cannot resolve the dispute, then either or both Parties shall be free to seek a resolution in the Fayette County Superior Court.

WHEREFORE, the Parties hereby set their hands and affix their seals as of the date first above written.

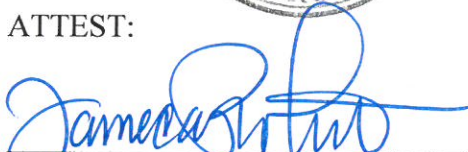


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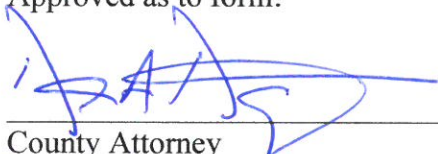
BOARD OF COMMISSIONERS OF
FAYETTE COUNTY, GEORGIA

By: 
Eric K. Maxwell, Chairman

ATTEST:

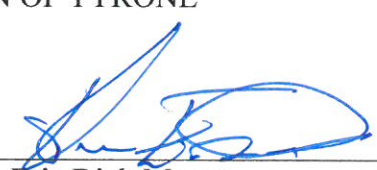

Tameca P. White, County Clerk

Approved as to form:



County Attorney

MAYOR AND COUNCIL OF THE
TOWN OF TYRONE

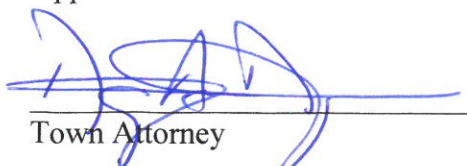
(SEAL)

By: 
Eric Dial, Mayor

ATTEST:


Dee Baker, Town Clerk

Approved as to form:


Town Attorney

COUNTY OF FAYETTE

STATE OF GEORGIA

INMATE AGREEMENT

This Agreement entered into this 22nd day of February, 2018, by and between Fayette County, Georgia, acting by and through its Board of Commissioners, and Peachtree City, Georgia, acting by and through its Mayor and Council, for the placement of inmates in the Fayette County Jail Facility in Fayetteville, Georgia.

WITNESSETH:

ARTICLE I. Purpose

A. Purpose. This Agreement between Fayette County, hereinafter the "County"; City, Georgia, hereinafter the "Confining Jurisdiction," is for establishing the parameters within which the County and the Confining Jurisdiction contemplate for the detention and care of persons incarcerated under the authority of the Confining Jurisdiction at the Fayette County Jail Facility, hereinafter the "Jail Facility." The term "Parties" is used in this Agreement to refer jointly to the County and the Confining Jurisdiction.

B. Responsibilities. This Agreement sets forth the responsibilities of the County and the Confining Jurisdiction. The Agreement states the services the County shall perform satisfactorily to receive payment from the Confining Jurisdiction at the prescribed rate.

C. Inmate Day Rate.

- 1) The Parties agree that the inmate day rate shall be \$50.00.
- 2) The Parties agree when costs are incurred for the transport of Confining Jurisdiction inmates to another jail facility as outlined in Article III (A) along with any specialty medical or dental care costs, the Confining Jurisdiction will be responsible for those costs. These costs will be added to the monthly invoice as outlined in Article IX (A).

ARTICLE II. General

A. Funding. The Confining Jurisdiction agrees to make payments to the County as set forth herein. During the term of this Agreement, the Confining Jurisdiction agrees to impose an additional penalty on fines handed down in its Municipal Court consistent with law under the Jail

Construction and Staffing Act (established pursuant to O.C.G. A. § 15-21-90 et seq.). The additional penalty shall be equal to ten (10%) percent of the fine imposed under sentence handed down by the Municipal Court Judge. Additionally, at the time of posting bail or bond, an additional sum equal to (10%) percent of the original amount of bail or bond shall be posted and paid over to the County. In every case in which the Municipal Court Judge shall order the forfeiture of bail or bond, the additional sum equal to the (10%) percent of the original bail or bond shall be paid over to the County and deposited in a special account to be known as the "County Jail Fund." Said County Jail Fund shall be used for maintaining, operating, and staffing of the Jail Facility. Said amount shall be remitted to the County monthly by no later than the tenth day of the month following the month in which such sums are collected. In the case of partial or installment payments of the penalty being made to the Confining Jurisdiction, the proportion of the installment or partial payment equal to the proportion of the additional penalty to the original fine shall be paid by the Confining Jurisdiction to the County by no later than the tenth day of the month following the month in which such partial or installment payments are received.

B. Consistent with Law. Any provision of this Agreement contrary to applicable statutes, regulations, policies, or judicial mandates is null and void, but shall not necessarily affect the balance of the Agreement.

C. Scope of Funding Obligation. The County shall assess, and the Confining Jurisdiction agrees to pay, those charges for those inmates who are incarcerated because of a sentence handed down by the Municipal Court Judge of the Confining Jurisdiction, or due to revocation of probation which was part of a sentence handed down by the Municipal Court Judge of the Confining Jurisdiction. All inmates presented to the Jail Facility by the Confining Jurisdiction for pre-trial detention who are being held pending disposition in the Municipal Court of the Confining Jurisdiction are also considered inmates from the Confining Jurisdiction.

ARTICLE III. Covered Services

A. Bed space. The County shall provide male/female beds in the Jail Facility on a space available basis. The Confining Jurisdiction will be financially liable only for the actual inmate days as defined in Paragraph (C) of this Article. An inmate presented for incarceration by the Confining Jurisdiction to the County may be relocated to another jail facility if no space is available at the Jail Facility. The County shall determine whether space is available at the Jail Facility. Should the County determine that no space is available for an inmate from the Confining Jurisdiction at the Jail Facility, the County shall transport the inmate to another jail facility. The Confining Jurisdiction agrees to continue paying the inmate day rate or the rate charged by the other jail facility, whichever is higher, for every inmate of the Confining

Jurisdiction transported by the County to another jail facility in the same manner as if the inmate from the Confining Jurisdiction was still confined at the Jail Facility.

B. Basic needs. The County shall provide adult detainees with safekeeping, housing, subsistence, on-site health care and other services in accordance with this Agreement. In providing these services, the County shall ensure compliance with all applicable laws, regulations, fire and safety codes, policies, and procedures. The types and levels of services shall be those the County routinely affords to other inmates. If the County determines that the Confining Jurisdiction has delivered a person for custody who is subject to the jurisdiction of the Juvenile Justice System, the County shall not house that person with adult detainees, and shall notify the Confining Jurisdiction immediately. The Confining Jurisdiction shall immediately remove the inmate within twenty-four (24) hours of being notified by the County.

C. Unit of service and financial liability. The County will bill the Confining Jurisdiction the number of days the inmate is booked into the Jail Facility excluding the intake day and the discharge day.

D. Interpretive services. The County shall make special provisions for non-English speaking, handicapped or illiterate inmates. The Confining Jurisdiction will, upon request, assist the County in obtaining translation services. The County shall provide all instructions verbally (in English or the inmate's native language as appropriate) to inmates who cannot read.

ARTICLE IV. Receiving and Discharging Inmates

A. Required activity. Except as otherwise provided herein, the County shall receive and discharge inmates only from and to properly identified Confining Jurisdiction personnel. Presentation of Confining Jurisdiction credentials shall constitute proper identification. The exception recognized pertains to those inmates which have been relocated to another jail facility due to a lack of available bed space at the Jail Facility. The County shall furnish receiving and discharging services twenty-four (24) hours per day, seven (7) days per week.

The Confining Jurisdiction shall furnish the County with reasonable notice of receiving or discharging inmates. The County shall ensure positive identification and recording of inmates and Confining Jurisdiction officers. The County shall not permit medical or emergency discharges except through coordination with on-duty Confining Jurisdiction officers.

B. Restricted release of inmates. The County shall not release Confining Jurisdiction inmates from its physical custody to any persons other than those described in Paragraph (A) of this Article for any reason, except for either medical, other emergency situations, or in response to a writ of habeas corpus.

If a Confining Jurisdiction inmate is sought for federal, state or local court proceedings, only the Confining Jurisdiction may authorize release of the inmate for such purposes. The County shall contact the Confining Jurisdiction immediately regarding any such requests.

C. County right of refusal. The County retains the right to refuse acceptance of any inmate found to have a condition that requires medical care beyond the scope of the County's health provider.

ARTICLE V. Medical Services

Access to health care. The County shall ensure that on-site medical and health care coverage as defined below is available for all of the Confining Jurisdiction's inmates at the Jail Facility for at least eight (8) hours per day, seven (7) days per week. The County shall furnish the inmates instructions in his or her native language as prescribed in Article III, Paragraph (D) for gaining access to health care services.

ARTICLE VI. Period of Performance

This Agreement shall remain in effect until _____, _____. This Agreement shall be renewed automatically for additional one (1) year terms unless either party provides written notice of termination at least ninety (90) days prior to the end of the then current term. Subsequent renewals shall occur automatically absent proper written notice to terminate this Agreement. If, upon proper termination of this Agreement, the Confining Jurisdiction has not satisfied its financial obligation for the payment of inmate day rates to the County for the immediately preceding twelve (12)-month period, the Confining Jurisdiction agrees to remit an amount equal to the total outstanding financial liability to the County within fifteen (15) days of the effective date of the termination. If, upon proper termination of this Agreement, the Confining Jurisdiction has an existing credit with the County due to overpayment from the immediately preceding twelve (12)-month period, said credit amount shall belong to the County and will be applied for those purposes recognized as proper uses for the County Jail Fund.

ARTICLE VII. Modifications

Actions other than those designated in this Agreement will not bind or incur liability on behalf of either party. Either party may request a modification to this Agreement by submitting a written request to the other. A modification will become part of this Agreement only after the Confining Jurisdiction and the authorized signatory of the County have approved it in writing.

ARTICLE VIII. Adjusting the Inmate Day Rate

The Confining Jurisdiction shall reimburse the County at the inmate day rate provided in Article I of this Agreement. The Parties shall review and adjust the inmate day rate every three years, with the effective date for the new inmate day rate to be January 1 of the following calendar year. The Parties agree that the inmate day rate should always reflect the jail operations costs for the immediately preceding fiscal year of the County. For the purposes of this Agreement, the Parties agree that the cost of the Jail Facility shall be composed of all those costs necessary to house the inmates at the Jail Facility in a safe and secure manner. In addition, the Parties agree that a component of the operations and maintenance of the Jail Facility is the cost associated with the housing of inmates at a jail facility other than the Jail Facility.

ARTICLE IX. Enrollment, Invoicing, and Payment

A. Invoicing. The County shall submit an original itemized invoice containing the following information provided by the Sheriff's Office: the name and address of the Jail Facility; the name of each Confining Jurisdiction inmate, and his or her specific dates of detention; the total number of inmate days; the daily rate; the total inmate days multiplied by the daily rate; and the name, title, address, and telephone number of the local official responsible for invoice preparation. The County shall submit monthly invoices within the first fifteen (15) working days of the month following the calendar month when it provided the services to the Confining Jurisdiction.

B. Payment. The Confining Jurisdiction will remit funds collected for the County Jail Fund to the County pursuant to Article II. The date the County actually receives the funds shall constitute the payment date. Within thirty days subsequent to the original twelve (12)-month term and within thirty days subsequent to each successive twelve (12)-month term thereafter, the County shall notify the Confining Jurisdiction of the total amount of County Jail Funds received by the County from the Confining Jurisdiction during the immediately preceding twelve (12)-month term. The County shall also provide to the Confining Jurisdiction an itemized statement of the number of inmate days for which the Confining Jurisdiction is responsible to the County for the immediately preceding twelve (12)-month term.

C. Accounting of County Jail Fund. The Confining Jurisdiction shall report to the County the disposition of each case resolved within its Municipal Court. Information required shall be the name of the party, the offense charged, the number of days sentenced to be served at the Jail Facility, and the amount of the fine which was imposed exclusive of the County Jail Fund penalty. Additionally, should there be the posting of bail or bond, the report should include the name of the party, the offense charged, and the amount of the bail or bond posted exclusive of the County Jail Fund penalty. These reports shall be submitted to the County Finance

Department within ten (10) business days subsequent to the session of court at which these cases were disposed.

ARTICLE X. Indemnification Provisions

A. Indemnification (County). The Confining Jurisdiction shall save and hold the County harmless, and indemnify the County against any and all liability claims and costs of whatever kind and nature, for injury to or death of any person(s), or loss or damage to any property, which occurs in connection with or incident to performance of work by the Confining Jurisdiction under the terms of this Agreement, and which results from negligent acts or omissions of Confining Jurisdiction officers or employees to the extent permitted by law. The Confining Jurisdiction shall also save and hold the County harmless, and indemnify the County against any and all liability claims and costs of whatever kind and nature, for false arrest, malicious prosecution, improper arrest, and any other similar charge being brought due to some action or lack thereof by the Confining Jurisdiction. Notwithstanding anything in this Agreement contained herein to the contrary, for purposes of the Confining Jurisdiction indemnifying and holding the County harmless, any inmate arrested by the Confining Jurisdiction is considered an inmate of the Confining Jurisdiction no matter whether the underlying charge is based upon a sentence handed down by the Municipal Court Judge of the Confining Jurisdiction or otherwise.

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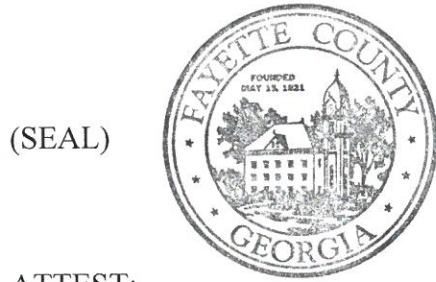
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ARTICLE XII. Dispute Resolution

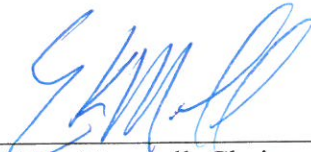
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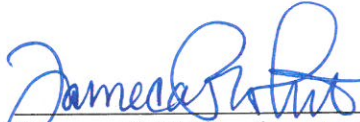
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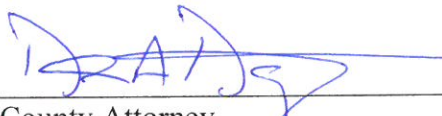
BOARD OF COMMISSIONERS OF
FAYETTE COUNTY, GEORGIA

By: 
Eric Maxwell, Chairman

ATTEST:

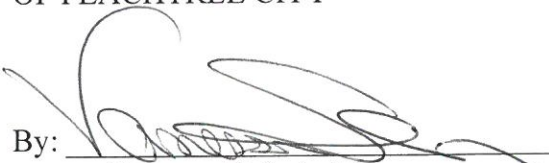

Tameca P. White, County Clerk

Approved as to form:


County Attorney

MAYOR AND COUNCIL OF THE CITY
OF PEACHTREE CITY


(SEAL)

By: 
Vanessa Fleisch, Mayor

ATTEST:


Betsy Tyler, City Clerk

Approved as to form:


City Attorney

COUNTY OF FAYETTE

STATE OF GEORGIA

INMATE AGREEMENT

This Agreement entered into this 22nd day of February, 2018 by and between Fayette County, Georgia, acting by and through its Board of Commissioners, and the City of Fayetteville, Georgia, acting by and through its Mayor and Council, for the placement of inmates in the Fayette County Jail Facility in Fayetteville, Georgia.

WITNESSETH:

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A. Purpose. This Agreement between Fayette County, hereinafter the "County"; City, Georgia, hereinafter the "Confining Jurisdiction," is for establishing the parameters within which the County and the Confining Jurisdiction contemplate for the detention and care of persons incarcerated under the authority of the Confining Jurisdiction at the Fayette County Jail Facility, hereinafter the "Jail Facility." The term "Parties" is used in this Agreement to refer jointly to the County and the Confining Jurisdiction.

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- 1) The Parties agree that the inmate day rate shall be \$50.00.
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Confining Jurisdiction has delivered a person for custody who is subject to the jurisdiction of the Juvenile Justice System, the County shall not house that person with adult detainees, and shall notify the Confining Jurisdiction immediately. The Confining Jurisdiction shall immediately remove the inmate within twenty-four (24) hours of being notified by the County.

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ARTICLE IV. Receiving and Discharging Inmates

A. Required activity. Except as otherwise provided herein, the County shall receive and discharge inmates only from and to properly identified Confining Jurisdiction personnel. Presentation of Confining Jurisdiction credentials shall constitute proper identification. The exception recognized pertains to those inmates which have been relocated to another jail facility due to a lack of available bed space at the Jail Facility. The County shall furnish receiving and discharging services twenty-four (24) hours per day, seven (7) days per week.

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ARTICLE VII. Modifications

Actions other than those designated in this Agreement will not bind or incur liability on behalf of either party. Either party may request a modification to this Agreement by submitting a written request to the other. A modification will become part of this Agreement only after the Confining Jurisdiction and the authorized signatory of the County have approved it in writing.

ARTICLE VIII. Adjusting the Inmate Day Rate

The Confining Jurisdiction shall reimburse the County at the inmate day rate provided in Article I of this Agreement. The Parties shall review and adjust the inmate day rate every three years, with the effective date for the new inmate day rate to be January 1 of the following calendar year. The Parties agree that the inmate day rate should always reflect the jail operations costs for the immediately preceding fiscal year of the County. For the purposes of this Agreement, the Parties agree that the cost of the Jail Facility shall be composed of all those costs necessary to house the inmates at the Jail Facility in a safe and secure manner. In addition, the Parties agree

that a component of the operations and maintenance of the Jail Facility is the cost associated with the housing of inmates at a jail facility other than the Jail Facility.

ARTICLE IX. Enrollment, Invoicing, and Payment

A. Invoicing. The County shall submit an original itemized invoice containing the following information provided by the Sheriff's Office: the name and address of the Jail Facility; the name of each Confining Jurisdiction inmate, and his or her specific dates of detention; the total number of inmate days; the daily rate; the total inmate days multiplied by the daily rate; and the name, title, address, and telephone number of the local official responsible for invoice preparation. The County shall submit monthly invoices within the first fifteen (15) working days of the month following the calendar month when it provided the services to the Confining Jurisdiction.

B. Payment. The Confining Jurisdiction will remit funds collected for the County Jail Fund to the County pursuant to Article II. The date the County actually receives the funds shall constitute the payment date. Within thirty days subsequent to the original twelve (12)-month term and within thirty days subsequent to each successive twelve (12)-month term thereafter, the County shall notify the Confining Jurisdiction of the total amount of County Jail Funds received by the County from the Confining Jurisdiction during the immediately preceding twelve (12)-month term. The County shall also provide to the Confining Jurisdiction an itemized statement of the number of inmate days for which the Confining Jurisdiction is responsible to the County for the immediately preceding twelve (12)-month term.

C. Accounting of County Jail Fund. The Confining Jurisdiction shall report to the County the disposition of each case resolved within its Municipal Court. Information required shall be the name of the party, the offense charged, the number of days sentenced to be served at the Jail Facility, and the amount of the fine which was imposed exclusive of the County Jail Fund penalty. Additionally, should there be the posting of bail or bond, the report should include the name of the party, the offense charged, and the amount of the bail or bond posted exclusive of the County Jail Fund penalty. These reports shall be submitted to the County Finance Department within ten (10) business days subsequent to the session of court at which these cases were disposed.

ARTICLE X. Indemnification Provisions

A. Indemnification (County). The Confining Jurisdiction shall save and hold the County harmless, and indemnify the County against any and all liability claims and costs of whatever kind and nature, for injury to or death of any person(s), or loss or damage to any property, which

occurs in connection with or incident to performance of work by the Confining Jurisdiction under the terms of this Agreement, and which results from negligent acts or omissions of Confining Jurisdiction officers or employees to the extent permitted by law. The Confining Jurisdiction shall also save and hold the County harmless, and indemnify the County against any and all liability claims and costs of whatever kind and nature, for false arrest, malicious prosecution, improper arrest, and any other similar charge being brought due to some action or lack thereof by the Confining Jurisdiction. Notwithstanding anything in this Agreement contained herein to the contrary, for purposes of the Confining Jurisdiction indemnifying and holding the County harmless, any inmate arrested by the Confining Jurisdiction is considered an inmate of the Confining Jurisdiction no matter whether the underlying charge is based upon a sentence handed down by the Municipal Court Judge of the Confining Jurisdiction or otherwise.

B. Defense of suit (County). In the event an inmate files suit against the County contesting the legality of the inmate's incarceration and/or for any other event as covered in Article X (A) , including but not limited to, false arrest, malicious prosecution, and improper arrest, the Confining Jurisdiction shall move to have the County dismissed from such suit, to have the Confining Jurisdiction substituted as the proper party defendant, or to have the case removed to a court of proper jurisdiction. Regardless of the decision on any such motion, the Confining Jurisdiction shall be responsible for the defense of any suit on these grounds.

C. Confining Jurisdiction recovery right. The County shall do nothing to prejudice the Confining Jurisdiction's right to recover against third parties for any loss, destruction of, or damage to the Confining Jurisdiction's property. Upon request of the Confining Jurisdiction, the County shall, at the Confining Jurisdiction's expense, furnish to the Confining Jurisdiction all reasonable assistance and cooperation, including assistance in the prosecution of suit and execution of the instruments of assignment in favor of the Confining Jurisdiction, in obtaining recovery.

D. Other jail facility. For purposes of these Indemnification provisions, all indemnification herein which applies to the County also applies to the jurisdiction which is housing the inmate(s) from the Confining Jurisdiction which have been transported to the jail facility by the County.

E. Indemnification (Confining Jurisdiction). The County shall save and hold the Confining Jurisdiction harmless, and indemnify the Confining Jurisdiction against any and all liability claims and costs of whatever kind and nature, for injury to or death of any person (s), or loss or damage to any property, which occurs in connection with or incident to the performance of work by the County under the terms of this Agreement, and which results from negligent acts or omissions of County officers or employees to the extent permitted by law. The County shall also save and hold the Confining Jurisdiction harmless, and indemnify the Confining Jurisdiction against any and all liability claims and costs of whatever kind and nature, for bodily harm or any other similar charge brought due to some action or lack thereof by the County.

F. Defense of suit (Confining Jurisdiction). In the event an inmate files suit against the Confining Jurisdiction for an event covered in Article X (E) above, the County shall move to have the Confining Jurisdiction dismissed from such suit, to have the County substituted as the proper party defendant, or to have the case removed to a court of proper jurisdiction. Regardless of the decision on any such motion, the County shall be responsible for the defense of any suit on these grounds.

ARTICLE XI. Financial Records

A. Retention of records. All financial records, supporting documents, statistical records, and other records pertinent to contracts or subordinate agreements under this Agreement shall be retained by the County for at least three (3) years for purposes of examinations and audit. The three (3)-year retention period begins at the end of the first year of completion of service under the Agreement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three (3)-year period, the records will be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular three (3)-year period, whichever is later.

B. Access to records. The Confining Jurisdiction shall have the right of access to any pertinent books, documents, papers, or other records of the County.

ARTICLE XII. Dispute Resolution

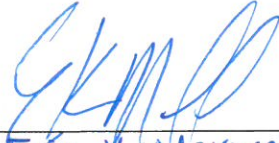
A. All Jail Facility Costs. The County shall maintain and calculate the yearly costs of the Jail Facility. Upon request, the County shall provide the Confining Jurisdiction with a copy of the accounting records for those expenses for any subsequent fiscal years. If, after reviewing the accounting records, the Confining Jurisdiction believes that the allocation of expenses does not follow this Agreement, then the Chief Financial Officer for each of the Parties shall meet to discuss the allocation.

B. Other Matters. All other disputes shall be discussed by the Chief Administrative Officers of the Parties. If the Chief Administrative Officers cannot resolve the dispute, then either or both Parties shall be free to seek a resolution in the Fayette County Superior Court.

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

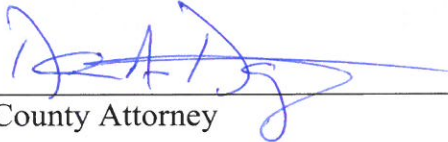


BOARD OF COMMISSIONERS OF
FAYETTE COUNTY, GEORGIA

By: 
Eric R. Maxwell, Chairman

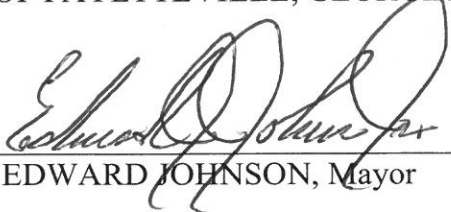
ATTEST:

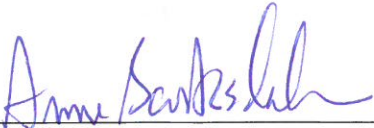
Tameca P. White, County Clerk

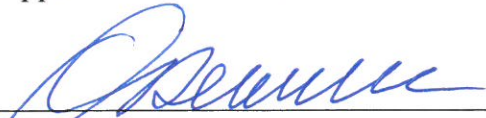
Approved as to form:

County Attorney

MAYOR AND COUNCIL FOR THE
CITY OF FAYETTEVILLE, GEORGIA

(SEAL)

By: 
EDWARD JOHNSON, Mayor

ATTEST:

Anne Barksdale, City Clerk

Approved as to form:

City Attorney



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:FAYETTE

Service:Emergency 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.): **Fayette County and Peachtree City**

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>
Fayette County, Brooks, Fayetteville, Tyrone and Woolsey.	Emergency services is funded through a special district tax and user fees.
Peachtree City	City general fund

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

Fayette County entered into an IGA with City of Fayetteville to provide Automatic Protocol response for residential and commercial building fires within the city limits.

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>
Emer Medical Serv 2/22/2018	Fayette Co., Fayetteville	2/22/2018 - auto renewal
1998 EMS Aid PTC Fay Co	Fayette Co., Peachtree City	10/22/1998 - no end

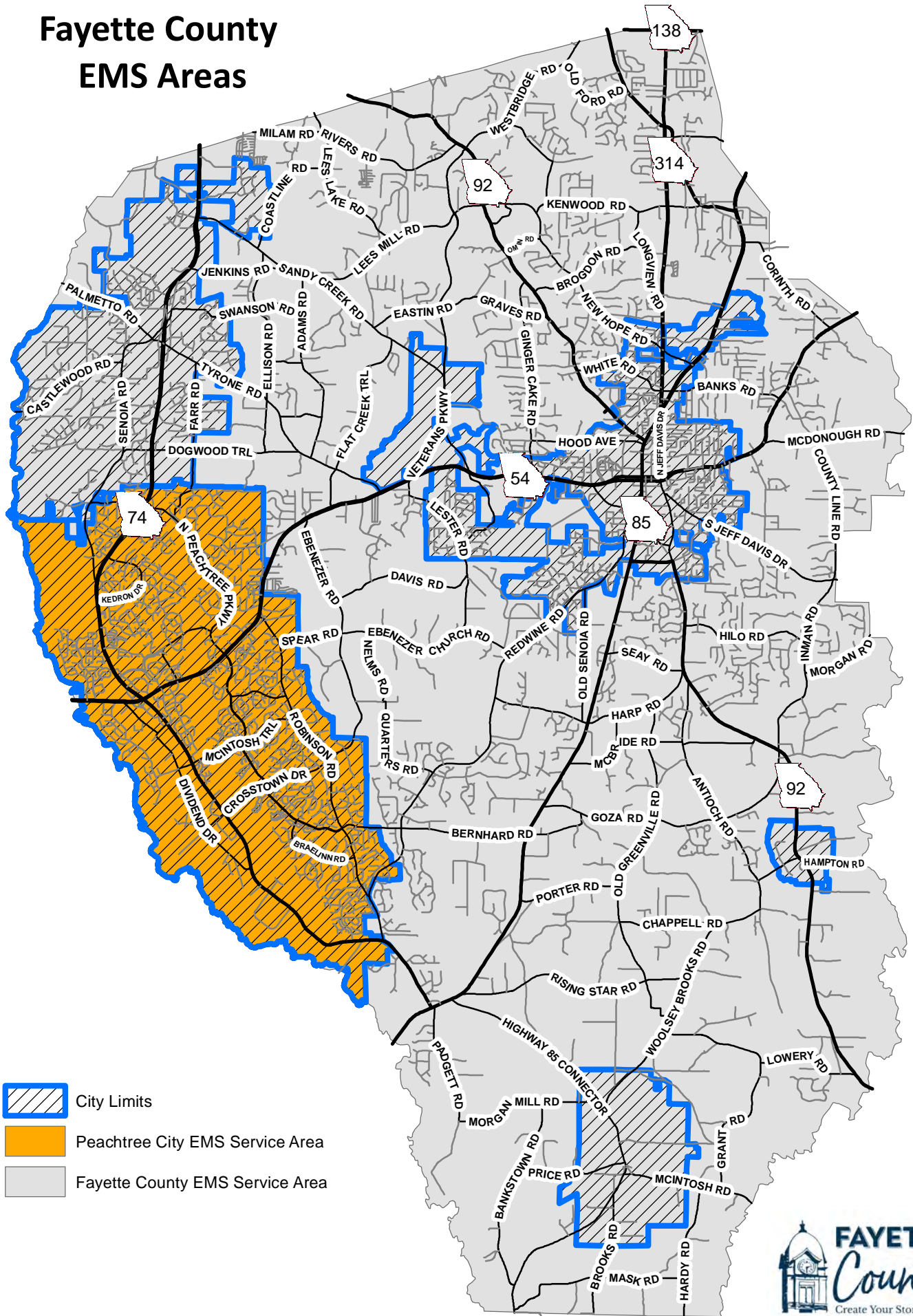
6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?




7. Person completing form: **Steven A. Rapson, County Administrator**
 Phone number: **770-305-5100** Date completed: Feb. 5, 2018

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:

Fayette County EMS Areas



-  City Limits
-  Peachtree City EMS Service Area
-  Fayette County EMS Service Area

1 INCH = 11,000 FEET



COUNTY OF FAYETTE

STATE OF GEORGIA

EMERGENCY MEDICAL SERVICES AGREEMENT

This Emergency Medical Services Agreement is made and entered into this 22nd day of February, 2018, by and between the City of Fayetteville, Georgia, a municipality of the State of Georgia, acting by and through its duly elected Mayor and Council (hereinafter referred to as the "City"), and Fayette County, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter referred to as the "County") for the County to provide emergency medical services to the City.

WITNESSETH:

WHEREAS, the County maintains and staffs an Emergency Medical Services ("EMS") Department for the propose of providing Advanced Life Support emergency medical and other emergency services; and

WHEREAS, the City provides Basic Life Support First Responder EMS for the propose of providing emergency medical and other emergency services; and

WHEREAS, the City lies wholly within the limits of Fayette County, Georgia; and

WHEREAS, the City and the County have determined that it is to the mutual advantage and benefit of each of the parties hereto that the County shall automatically dispatch an ambulance on the initial alarm to a residential or commercial building fire call within the city limits of the City, if available; and

WHEREAS, the City and the County have determined that the primary use of the ambulance personnel shall be for EMS standby on the fire ground to provide treatment to victims of the incident or responders that may be injured during operations; however, this does not prohibit the Incident Commander from utilizing these personnel for which they are appropriately trained on a working fire, as dictated by the operational needs of the incident; and

WHEREAS, the City and the County have determined that the use of on-scene and available City of Fayetteville paramedics and/or Emergency Medical Technicians (EMTs) as additional support to County EMS when required to reduce delays in patient transports and preserve availability of County response units; and

WHEREAS, it is the desire of the signatories hereto to enter into this Emergency Medical Services Agreement (hereinafter, the "Agreement") pursuant to the 1983

Constitution of the State of Georgia, Article IX, Section III, Paragraph 1, on the terms and conditions hereinafter contained.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for the other good and valuable consideration, the receipt and sufficiency thereof being acknowledged by the parties, the parties hereunto agree as follows:

ARTICLE I - PROTOCOL RESPONSE

Paragraph 1.0: The parties have established a beneficial EMS response district for calls received from the City. This district shall be known as the Automatic Protocol Response District.

Paragraph 1.1: In the event of any residential or commercial building fire which occurs in the City, the County shall furnish such EMS response as part of the first response assignment, subject to the limitations hereinafter set forth in this Agreement.

Paragraph 1.2: The County shall provide one approved Advanced Life Support (“ALS”) Ambulance staffed with not less than one (1) Paramedic and (1) one Emergency Medical Technician (“EMT-B”) to respond in the Automatic Protocol Response District for residential and commercial fires. The unified command shall release the ambulance from the scene once it is determined that stand-by is no longer required.

Paragraph 1.3: It is expressly understood that the EMS resources of either jurisdiction may be recalled at the sole discretion of the jurisdiction’s Fire Chief, or his/her designee, if circumstances warrant.

Paragraph 1.4: It is further agreed that the parties will participate in joint training exercises in order to insure basic standardization of operations and philosophy, to the extent necessary as determined and agreed upon by the Fire Chiefs for each party.

ARTICLE II - SUPERVISION

Paragraph 2.0: All general direction relative to the work will be given by the appropriate officers of the jurisdiction receiving the Protocol Response.

ARTICLE III - LIABILITY

Paragraph 3.0: There shall be no liability imposed on any party or its personnel for failure to respond for the purpose of extinguishing or controlling a fire.

Paragraph 3.1: Every employee shall be deemed to be the employee and agent of his regular employer, and under no circumstance shall any employee be deemed to be

an employee or agent of any entity other than his/her regular employer.

Paragraph 3.2: All damages or repairs to any equipment or apparatus shall be the responsibility of the owner jurisdiction.

ARTICLE IV- COMPENSATION

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

Paragraph 4.1: Transport fee for any personnel will be subject to standard EMS billing rates.

Paragraph 4.2: The Parties acknowledge that the mutual advantage and protection afforded by this Agreement is considered adequate compensation to both parties for staffing and capital outlay purposes. However, the Parties acknowledge that reimbursement for the use of other supplies is necessary to ensure funding equity. To that end, the Parties agree as follows: The County shall replace the City for supplies used in connection with the City's response to an EMS call as a first responder.

Paragraph 4.3: Each party to this Agreement shall comply with workers' compensation laws of the State of Georgia without any cost to the other party.

Paragraph 4.4: Each party shall pay its own personnel without cost to the other party.

ARTICLE V - RELEASE OF CLAIMS

Paragraph 5.0: To the extent allowed by law, each of the parties agrees to release the other party from any and all liabilities, claims, judgments, cost or demands for damage to that party's property, whether directly existing or indirectly arising out of the use of any vehicle, equipment or apparatus being used by the other party during the provision of service pursuant to this Agreement.

ARTICLE VI - INJURIES TO PERSONNEL

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

ARTICLE VII - THIRD PARTY BENEFICIARIES

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

ARTICLE VIII - TERM OF AGREEMENT

Paragraph 8.0: This Agreement shall commence upon its proper execution by the City and the County and shall continue until June 30, 2019. This Agreement shall automatically be renewed by the parties on July 1st, 2019, and each year thereafter on July 1st for additional one (1)-year terms until such time as written notice of termination or modification is received by either party providing ninety (90) days' notice to the other party.

Paragraph 8.1: Nothing in this Article shall preclude termination pursuant to Article 13.

ARTICLE IX - SCENE COMMUNICATIONS

Paragraph 9.0: Operations at a scene requiring Protocol Response shall be run by a unified command. Communication on the scene will be coordinated through the command post.

Paragraph 9.1: All electronic scene communications shall be in plain text.

ARTICLE X - MOVE UP OF EQUIPMENT

Paragraph 10.0: Each party agrees and acknowledges that it will be the responsibility of each party to provide the backup coverage necessary for its own department.

ARTICLE XI - ADMINISTRATION

Paragraph 11.0: It is agreed by each of the parties that for the purpose of liaison and administration, the City's Fire Chief and the County's Fire Chief shall be jointly responsible.

ARTICLE XII - ENTIRE AGREEMENT

Paragraph 12.0: This Agreement shall constitute the entire agreement for EMS protocol response between the parties and no modification shall be binding upon the parties unless evidenced by a subsequent written agreement properly executed by the City and the County. Mutual aid is established through another agreement.

ARTICLE XIII - TERMINATION

Paragraph 13.0: Either party to this Agreement may terminate the Agreement by giving not less than thirty (30) days written notice to the other party.

ARTICLE XIV - SEVERABILITY OF TERMS

Paragraph 14.0: In the event any part or provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect.

ARTICLE XV- GOVERNING LAW


Paragraph 15.0: This Agreement shall be governed in all respects as to the validity, construction, capacity, or otherwise by the laws of the State of Georgia.

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



(SEAL)

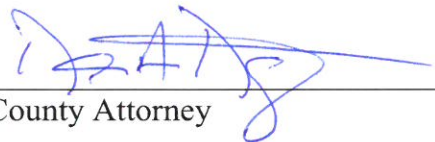
BOARD OF COMMISSIONERS OF
FAYETTE COUNTY, GEORGIA

By: 
Eric K. Maxwell, Chairman

ATTEST:

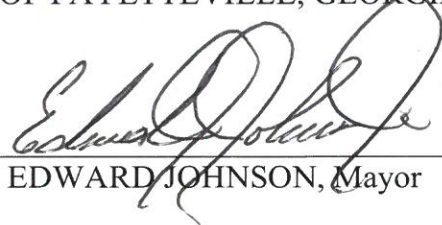

Tameca P. White, County Clerk

Approved as to form:

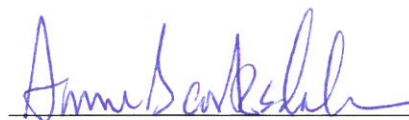

County Attorney

MAYOR AND COUNCIL FOR THE
CITY OF FAYETTEVILLE, GEORGIA

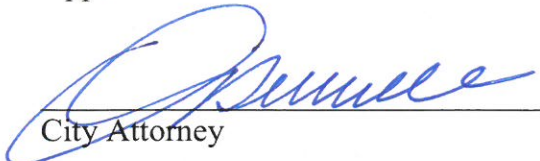
(SEAL)

By: 
EDWARD JOHNSON, Mayor

ATTEST:


Anne Barksdale, City Clerk

Approved as to form:


City Attorney



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:FAYETTE

Service:Fire Services

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

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

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

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

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

- 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.): **Fayette County, Peachtree City, Fayetteville**

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
Fayette County, Tyrone, Brooks and Woolsey	Fire services is funded through a special district tax and user fees.
Peachtree City	City general fund
Fayetteville	City general fund

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

Fayette County entered into an IGA with the City of Fayetteville for Automatic Aid for fire services.

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
See Attached		

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?

7. Person completing form: **Steven A. Rapson, County Administrator**
 Phone number: **770-305-5100** Date completed: Feb. 5, 2018

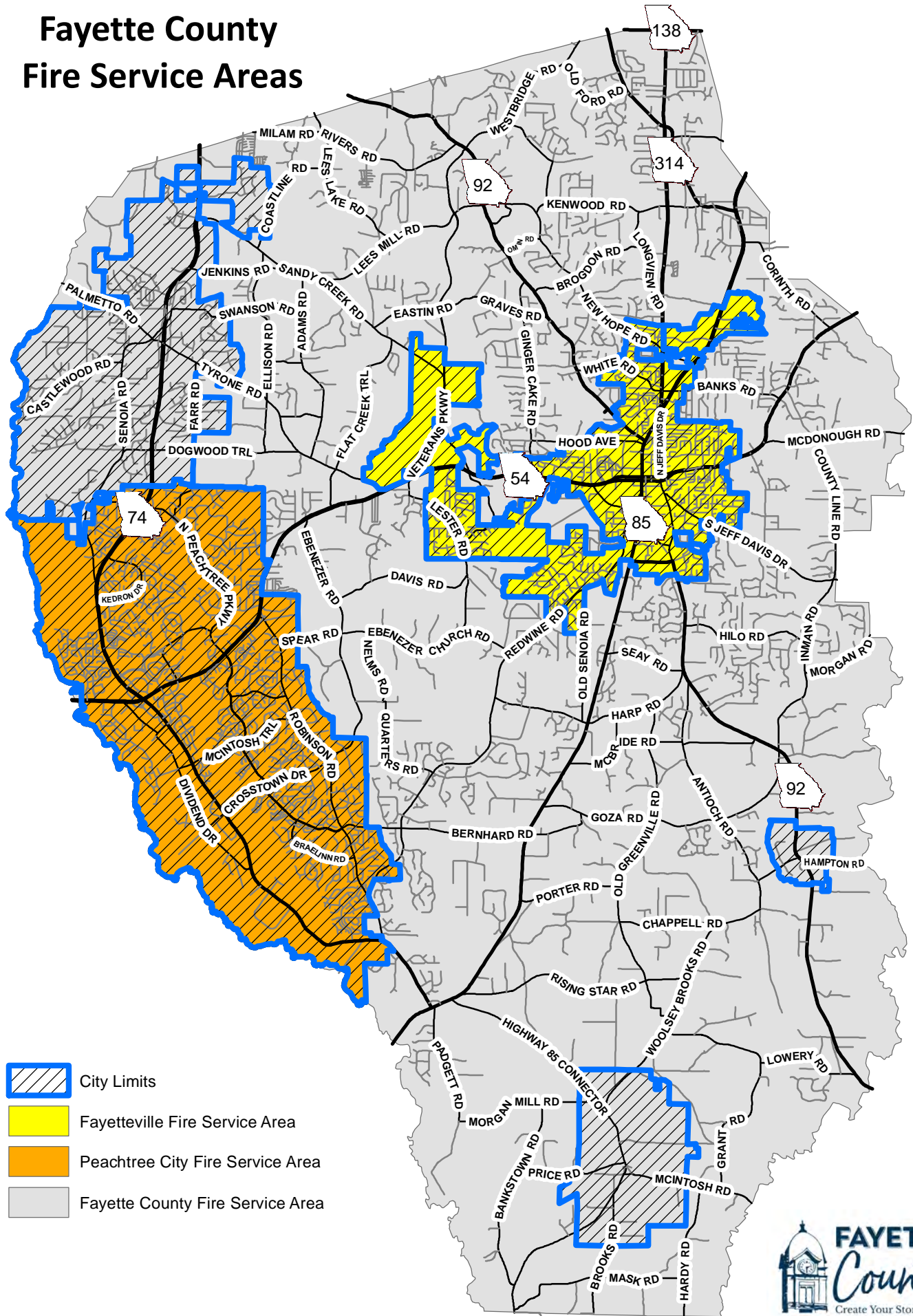
8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No





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

Fayette County
 Service Delivery Agreements
 Fire and Emergency Services
 2017

Agreement Name	Contracting Parties	Effective and Ending Dates
1983 Contracted Fire Protection County PTC Fville	Fayette County, Peachtree City, Fayetteville	11/28/1983 – no end. Cancellation by 30 day notice.
Brooks 03.08.12	Fayette County, Brooks	3/08/2012 – annual auto renewal
Fayetteville Automatic Aid – Sept 11 2014	Fayette County, Fayetteville	9/11/2014 – annual auto renewal
Haz-Mat MultiJurisdictional 1995	Fayette County, Peachtree City, Fayetteville	12/18/1995 – automatic renewal Cancellation by 90 day notice.
1989 Agreement	Fayette County, Fayetteville	Mutual Aid/Response
Woolsey 02.04.04	Fayette County, Woolsey	02/04/04 – annual auto renewal
Development Impact Fee for Fire Purposes	Fayette County, Tyrone, Brooks, Woolsey	12/13/2000 to 12/13/2020

Fayette County Fire Service Areas



-  City Limits
-  Fayetteville Fire Service Area
-  Peachtree City Fire Service Area
-  Fayette County Fire Service Area

1 INCH = 11,000 FEET



AUTOMATIC AID AGREEMENT

This Automatic Aid agreement is made and entered into this day of September 11 2014 by and Between the city of Fayetteville, Georgia, a municipality of the State of Georgia, acting by and through its duly elected Mayor and Council, and Fayette County, a political subdivision of the State of Georgia, acting by and through its elected Board of Commissioners.

WITNESSETH

WHEREAS, Fayetteville, Georgia and Fayette County, Georgia are contiguous; and

WHEREAS, Fayetteville and Fayette County, Georgia each maintain and staff a fire department for the purpose of fire suppression, protection, prevention, emergency medical, other emergency services; and

WHEREAS, Fayetteville and Fayette County, Georgia have determined that it is to the mutual advantage and benefit of each of the parties hereto that they render supplemental fire suppression to the other party in the event of fire and to take part in joint training exercises; and

WHEREAS, it is the desire of the signatories hereto to enter into this Automatic Aid Agreement, hereinafter, "the Agreement," pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section III, Paragraph 1, on the terms and conditions hereinafter contained.

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

ARTICLE I- AUTOMATIC AID

Paragraph 1.0: The parties have established a mutually beneficial automatic aid district attached and incorporated hereto as Exhibit A and hereinafter referred to as "Automatic Aid District." A automatic Aid District may be changed to reflect additions or deletions of response areas with approval of both parties and ratified by elected officials of each jurisdiction.

Paragraph 1.1: In the event of any residential or commercial building fire which occurs in the Automatic Aid District, Fayetteville and Fayette County shall furnish such fire suppression as part of the first response assignment, subject to the limitations hereinafter set forth in this Agreement.

Paragraph 1.2: Automatic Aid - Fayetteville and Fayette County each shall provide one approved Class A fire pumper with a pumping capacity of not less than 1,000 gallons per minute and staffed with not less than two (2) State of Georgia Standard and Training Council certified firefighters and minimally trained to EMT-1 level to respond the Automatic Aid District as set forth on Exhibit A.

Paragraph 1.3: It is expressly understood that the automatic aid actually furnished may be recalled at the sole discretion of the Fire Chief of the furnishing jurisdiction if circumstances warrant.

Paragraph 1.4: It is further agreed that the parties will participate in joint training exercises in order to insure basic standardization of operations and philosophy, to the extent necessary as determined and agreed upon by the Fire Chiefs for each party.

ARTICLE II- SUPERVISION

Paragraph 2.0: The furnishing jurisdiction may elect to furnish a Captain or Battalion Chief to fire and rescue-related incidents. If the jurisdiction receiving the automatic aid does not have a Captain or Battalion Chief available, one shall be dispatched by the furnishing agency.

Paragraph 2.1: If a Captain or Battalion Chief is requested, then that officer is expected to coordinate and give the general directions as to the work to be done. This officer is expected to be in command until properly relieved by the jurisdiction receiving automatic aid.

Paragraph 2.2: Personnel who are furnished will work as far as possible under their own supervisors and with their own equipment except as provided in Paragraph 2.1.

Paragraph 2.3: All general direction relative to the work will be given by the appropriate officers of the jurisdiction receiving the automatic aid except as provided in Paragraph 2.1.

ARTICLE III- LIABILITY

Paragraph 3.0: There shall be no liability imposed on any party or its personnel for failure to respond for the purpose of extinguishing or controlling a fire.

Paragraph 3.1: Every employee shall be deemed to be the employee and agent of his regular employer, and under no circumstance shall any employee be deemed to be an employee or agent of any entity other than his regular employer.

Paragraph 3.2: All damages or repairs to any equipment or apparatus shall be the responsibility of the owner jurisdiction.

ARTICLE IV- COMPENSATION

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

Paragraph 4.1: The mutual advantage and protection afforded by this Agreement is considered adequate compensation to both parties.

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

Paragraph 4.3: Each party shall pay its own personnel without cost to the other party.

ARTICLE V - RELEASE OF CLAIMS

Paragraph 5.0: Each of the parties agrees to release the other party from any and all liabilities, claims, judgments, cost or demands for damage to that party's property, whether directly existing or indirectly arising out of the use of any vehicle, equipment or apparatus being used by the other party during the provision of service pursuant to this Agreement.

ARTICLE VI - INJURIES TO PERSONNEL

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

ARTICLE VII- THIRD PARTY BENEFICIARIES

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

ARTICLE VIII- TERM OF AGREEMENT

Paragraph 8.0: This Agreement shall commence upon its execution by Fayetteville, acting by and through its Mayor and Council, and by Fayette County, acting by and through its Board of Commissioners and shall continue until June 30, 2015. This Agreement shall automatically be renewed by the parties on July 1st, and each year thereafter on July 1st for additional one (1) year terms until such time as written notice of termination or modification is received by either party within ninety (90) days of the expiration of the term of this automatic aid agreement.

Paragraph 8.1: Nothing in this Article shall preclude termination pursuant to Article 13

ARTICLE IX- FIRE SCENE COMMUNICATIONS

Paragraph 9.0: Operations at a scene requiring automatic aid shall be run by a unified command. Communication on the scene will be coordinated through the command post.

Paragraph 9.1: All fire scene communications shall be plain text.

ARTICLE X- MOVE UP OF EQUIPMENT

Paragraph 10.0: Each party agrees and acknowledges that it will be the responsibility of each party to provide the backup coverage necessary for its own department.

Paragraph 10.1: In the event that a jurisdiction has dedicated a major amount of resources on an incident, the jurisdiction may request aid to cover vacant territories by "moving up" automatic aid units into the affected jurisdiction.

ARTICLE XI- ADMINISTRATION

Paragraph 11.0: It is agreed by each of the parties that for the purpose of liaison and administration, Fayetteville Fire Chief and Fayette County Fire Chief shall be jointly responsible.

ARTICLE XII- ENTIRE AGREEMENT

Paragraph 12.0: This Agreement shall constitute the entire agreement for automatic aid between the parties and no modification shall be binding upon the parties unless evidenced by a subsequent written agreement signed by Fayetteville, acting by and through its Mayor and Council, and Fayette County, acting by and through its Board of Commissioners. Mutual aid is established through another agreement.

ARTICLE XIII- TERMINATION

Paragraph 13.0: Either party to this Agreement may terminate the Agreement by giving not less than ninety (90) days written notice to the other party .

ARTICLE XIV - SEVERABILITY OF TERMS

Paragraph 14.0: In the event any part or provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect.

ARTICLE XV- GOVERNING LAW

Paragraph 15.0: This Agreement shall be governed in all respects as to the validity, construction, capacity, or otherwise by the laws of the State of Georgia.

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

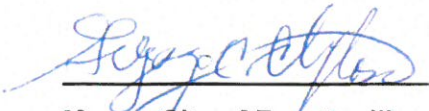
ARTICLE XVII- GOVERNING LAW

Paragraph 17.0: This agreement shall govern in all respects as to the validity, construction, capacity, or otherwise by the laws of the State of Georgia.

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

City Fayetteville, Georgia

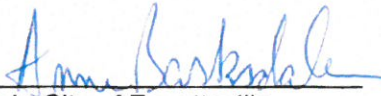
Fayette County, Georgia



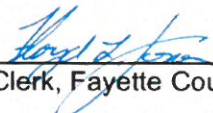
Mayor, City of Fayetteville



Chairman, Fayette County

Attest: 

City Clerk, City of Fayetteville

Attest: 

County Clerk, Fayette County

Exhibit "A"

Automatic Aid Site Map for the response for residential and commercial building fires.



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:FAYETTE

Service:Public Works

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

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

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

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

- d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Fayette County (including Brooks and Woolsey by agreements), Peachtree City, Fayetteville, and Tyrone**

- 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>
Fayette County (Brooks & Woolsey)	County general funds
Peachtree City	City general funds
Fayetteville	City general funds
Tyrone	Town general funds

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

Fayette County entered into an IGA with Peachtree City, the City of Fayetteville and the Town of Tyrone for paving services.

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>
Road Resurfacing	Fayette Co, Fayetteville, Peachtree City, Tyrone	2/22/2017 -auto annual renew
1999.5.13 Proj Contracting	Fayette Co, Fayetteville, Peachtree City, Tyrone	5/13/1999-auto annual renew
1999 5.13. Vehicle Fueling	Fayette Co, Fayetteville, Peachtree City, Tyrone	5/13/1999-auto annual renew
Brooks 03.08.12	Fayette Co, Brooks	3/8/12-auto annual renew
Woolsey 02.04.04	Fayette Co, Woolsey	4/28/2005-auto annual renew
2018.2.22 Vehicle Fueling	Fayette Co, Peachtree City	2/22/2018 - auto annual

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?

7. Person completing form: **Steven A. Rapson, County Administrator**
 Phone number: **770-305-5100** Date completed: Feb. 5, 2018

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

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

STATE OF GEORGIA

COUNTY OF FAYETTE

ROAD RESURFACING AGREEMENT

This Agreement entered into this 22nd day of February, 2018 between the CITY OF PEACHTREE CITY, a municipal corporation lying wholly within Fayette County, Georgia, acting by and through its Mayor and Council, hereinafter referred to as the "City", and FAYETTE COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its Board of Commissioners, hereinafter referred to as "the County" to provide for certain road resurfacing within the corporate limits of the City, hereinafter referred to as the "Agreement."

WITNESSETH:

WHEREAS, the County and the City desire the proper resurfacing of certain roads within the corporate limits of the City to promote adequate and safe means of transportation; and

WHEREAS, the County and the City desire to coordinate their efforts, as hereinafter provided, in the resurfacing of roads that are listed on Exhibit "A" Special Stipulations which is attached to this Agreement. Said Exhibit "A" is hereby incorporated into the Agreement by this reference hereto.

NOW THEREFORE, for and in consideration of the premises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the City and the County, the City and the County do hereby agree as follows:

1.

The County agrees to provide the labor and equipment, as available, for the resurfacing of the road(s) which have been identified in Exhibit "A." The County shall provide all paving activities,

excluding patching and milling. Any additional County responsibilities not listed in this paragraph may be contained in Exhibit “A,” and such activities may be performed by third-party vendors. The County will provide an estimate of the cost of these ancillary activities to the City for their approval prior to the work being performed.

2.

The City shall reimburse the County for all materials (e.g., asphalt and tack), including over-run quantities for leveling and topping, and shall pay the County for the cost of materials within 30 days of invoice. All inadvertent overspray of tack on curb and gutter, driveways, lawns, etc., shall be cleaned up by the City. The City agrees to handle any prior local resident work notification within the work area, in conjunction with the County’s paving schedule. The City is responsible for path or sidewalk modifications and/or repair of any affected areas, as well as striping, if required. The City shall furnish staging/cleanout areas each day for the paving equipment. The City shall reimburse the County the cost of any third-party services utilized to perform the work. This may include, but is not limited to, striping, flagmen, equipment rental, leased dump truck, etc.

3.

The City agrees to assist the County where possible to secure the work site and prevent the tampering, vandalism or theft of equipment, tools or materials left at the site by the County, its agents or employees, at the close of each working day. The County agrees to use certified flaggers and to follow the Manual on Uniform Traffic Control Devices (MUTCD) when working on City roads.

4.

The City and the County agree that the roads or road segments identified on the Exhibit “A” are part of the City road system and, as such, shall be completely and solely within the City’s jurisdiction and control. The resurfacing of the roads within the City is at the direction of the City

and the County assumes no interest in the title of said portion of the road within the City. In no manner shall the portion of the road(s) within the City be deemed a County road. Unless otherwise agreed, the maintenance and repair of the portion of the road(s) within the City, other than the resurfacing contemplated herein, shall be the sole responsibility of the City.

5.

The City warrants that it owns or has rights to resurface the portion of the road(s) within the City and further warrants that the performance of work on that portion of the road(s) within the City will not violate any restrictions, covenants, local or state law.

6.

The County shall resurface the City road(s) in the same manner as the County resurfaces all other roads in the unincorporated County.

7.

Upon completion of the City road work, the County will invoice the City for its share of the work as stated above. The City shall submit the payment due within thirty (30) days of receipt of the invoice from the County.

8.

To the fullest extent permitted by law, the City agrees to and hereby does defend, hold harmless and indemnify the County and its officers, directors, employees, agents and representatives from and against any and all claims, damages, demands, actions, judgments, losses, costs, penalties, liabilities, assessments and expenses including, but not limited to, attorney's fees incurred or suffered by the County that arise out of, or result from, the performance of the resurfacing on that portion of the road within the City, which are not incurred or suffered due to the negligence of the County.

To the fullest extent permitted by law, the County agrees to and hereby does defend, hold

harmless and indemnify the City and its officers, directors, employees, agents and representatives from and against any and all claims, damages, demands, actions, judgments, losses, costs, penalties, liabilities, assessments and expenses including, but not limited to, attorney's fees incurred or suffered by the City that arise out of, or result from, the performance of the resurfacing on that portion of the road within the City, which are not incurred or suffered due to the negligence of the City.

9.

Any additional terms and conditions which may exist between the parties may be found on Exhibit "A." To the extent that there may exist a conflict between the terms and conditions in this Agreement and the terms and conditions in Exhibit "A," the parties agree that any terms and conditions in Exhibit "A" supersede any terms and conditions within this Agreement.

10.

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

11.

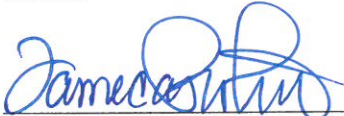
Should any provision of this Agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be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

IN WITNESS WHEREOF, the parties herein have set their hands and seals on the date first above written.

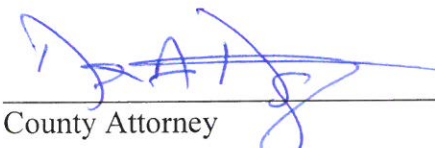
(SEAL)



Attest:


Tameca P. White, County Clerk

Approved as to form:

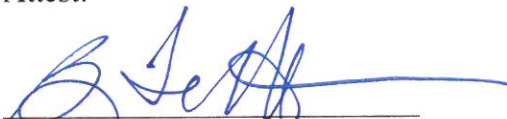

County Attorney

(SEAL)

BOARD OF COMMISSIONERS OF
FAYETTE COUNTY, GEORGIA

By: 
Eric Maxwell, Chairman

Attest:


Betsy Tyler, City Clerk

Approved as to form:


City Attorney

CITY OF PEACHTREE CITY

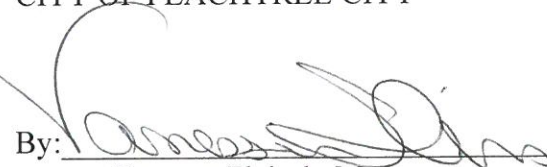
By: 
Vanessa Fleisch, Mayor

Exhibit "A" Special Stipulations

Each year the City of Peachtree City shall provide Fayette County with a list of roads to be resurfaced in that calendar year. The list shall be provided to Fayette County as early as possible and include the limits of road work, corresponding length for each road, and cumulative length of all the roads. The aggregate length shall not exceed two and one-half (2 ½) miles for any calendar year unless special provisions are made and approved by the County Manager and the City Manager.

The Paving Allocation of two and one-half (2 ½) miles is allocated based upon the LMIG Allocation for the City of Peachtree City. This allocation can change based upon the City agreeing with the other cities in the County to a differing allocation and providing such written notice to the County.

Provided below is a preliminary list of streets for the next three years. The list may be modified at any time at the request of the Peachtree City Public Works Director and with approval by the Fayette County Director of Public Works.

Any additional County responsibilities particular to a specific Road shall be described below with the listed road.

CY 2018

CY 2019

CY 2020

LAW OFFICES
McNALLY, FOX, GRANT & DAVENPORT

A PROFESSIONAL CORPORATION

100 HABERSHAM DRIVE

FAYETTEVILLE, GEORGIA 30214-1381

WILLIAM R. McNALLY
PATRICK J. FOX
PHILIP P. GRANT
DENNIS A. DAVENPORT
PATRICK A. STOUGH
MEREDITH F. McCLURE
E. ALLISON IVEY COX

TELEPHONE: (770) 461-2223

FACSIMILE: (770) 719-4832
(770) 461-5863

February 1, 2018

The Honorable Eric K. Maxwell, Chairman
Fayette County Board of Commissioners
140 Stonewall Avenue, West
Suite 100
Fayetteville, Georgia 30214

Re: Disclosure of possible conflict of interests

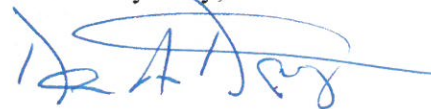
Honorable Chairman Maxwell:

Fayette County (the "County") and the Town of Tyrone (the "Town") are both parties to a 2018 agreement road paving services ("the Agreement"). McNally, Fox, Grant & Davenport, P.C. (the "Firm"), currently serves as legal counsel for both the County and the Town. The possibility of conflict between the parties is ever present. As such, a conflict of interest could arise for the Firm in representing both sides. However, the Firm reasonably believes it can provide competent and diligent representation to each client over the term of this Agreement and that any risk of material and adverse effect to either client can be avoided. This representation is not prohibited by law; the Firm intends to continue its representation of both the County and the Town and extend its counsel to the matter of this Agreement.

The Firm is confident in its ability to represent both parties to this Agreement and has counseled representatives of the County on the issue. Information that is reasonably sufficient to permit the County to appreciate the significance of the matter at issue and the alternatives to Firm representation in this matter has been provided. Further, the County has been advised to consider its consent carefully and, if necessary, seek independent legal counsel on the matter.

The Firm believes that it is the intent of the County to retain the Firm for its legal representation in all matters, including this Agreement. Please execute the enclosed Acknowledgment of Disclosure and Confirmation of Informed Consent. The Firm appreciates this opportunity and looks forward to providing representation on this matter. Should any questions arise please do not hesitate to contact me.

Yours very truly,



Dennis A. Davenport
County Attorney

Enclosure

Acknowledgment of Disclosure and Confirmation of Informed Consent
Road Paving Services

On behalf of the County, please sign below to indicate confirmation of the Firm's disclosure of a possible conflict of interest and discussions with the County regarding same. This acknowledgment will serve to demonstrate the consent of the County to the Firm's representation in this Agreement. We are also asking the Town to execute an acknowledgment of disclosure and confirmation of informed consent to the Firm's representation as to this Agreement.

The County hereby acknowledges the receipt of this disclosure and confirms the its informed consent to continued representation concerning this Agreement by the Firm by signing below.

This 22nd day of February, 2018.

(SEAL)



ATTEST:

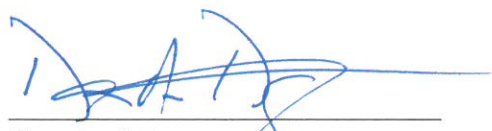
FAYETTE COUNTY
BOARD OF COMMISSIONERS

By:


Eric K. Maxwell, Chairman


Tameca P. White, County Clerk

Approved as to form:


County Attorney

STATE OF GEORGIA

COUNTY OF FAYETTE

ROAD RESURFACING AGREEMENT

This Agreement entered into this 22nd day of February, 2018 between the Town of Tyrone, a municipal corporation lying wholly within Fayette County, Georgia, acting by and through its Mayor and Council, hereinafter referred to as the “Town”, and FAYETTE COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its Board of Commissioners, hereinafter referred to as “the County” to provide for certain road resurfacing within the corporate limits of the Town, hereinafter referred to as the “Agreement.”

WITNESSETH:

WHEREAS, the County and the Town desire the proper resurfacing of certain roads within the corporate limits of the Town to promote adequate and safe means of transportation; and

WHEREAS, the County and the Town desire to coordinate their efforts, as hereinafter provided, in the resurfacing of roads that are listed on Exhibit “A” Special Stipulations which is attached to this Agreement. Said Exhibit “A” is hereby incorporated into the Agreement by this reference hereto.

NOW THEREFORE, for and in consideration of the premises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Town and the County, the Town and the County do hereby agree as follows:

1.

The County agrees to provide the labor and equipment, as available, for the resurfacing of the road(s) which have been identified in Exhibit “A.” The County shall provide all paving activities,

excluding patching and milling. Any additional County responsibilities not listed in this paragraph may be contained in Exhibit "A," and such activities may be performed by third-party vendors. The County will provide an estimate of the cost of these ancillary activities to the Town for their approval prior to the work being performed.

2.

The Town shall reimburse the County for all materials (e.g., asphalt and tack), including over-run quantities for leveling and topping, and shall pay the County for the cost of materials within 30 days of invoice. All inadvertent overspray of tack on curb and gutter, driveways, lawns, etc., shall be cleaned up by the Town. The Town agrees to handle any prior local resident work notification within the work area, in conjunction with the County's paving schedule. The Town is responsible for path or sidewalk modifications and/or repair of any affected areas, as well as striping, if required. The Town shall furnish staging/cleanout areas each day for the paving equipment. The Town shall reimburse the County the cost of any third-party services utilized to perform the work. This may include, but is not limited to, striping, flagmen, equipment rental, leased dump truck, etc.

3.

The Town agrees to assist the County where possible to secure the work site and prevent the tampering, vandalism or theft of equipment, tools or materials left at the site by the County, its agents or employees, at the close of each working day. The County agrees to use certified flaggers and to follow the Manual on Uniform Traffic Control Devices (MUTCD) when working on Town roads.

4.

The Town and the County agree that the roads or road segments identified on the Exhibit "A" are part of the Town road system and, as such, shall be completely and solely within the Town's

jurisdiction and control. The resurfacing of the roads within the Town is at the direction of the Town and the County assumes no interest in the title of said portion of the road within the Town. In no manner shall the portion of the road(s) within the Town be deemed a County road. Unless otherwise agreed, the maintenance and repair of the portion of the road(s) within the Town, other than the resurfacing contemplated herein, shall be the sole responsibility of the Town.

5.

The Town warrants that it owns or has rights to resurface the portion of the road(s) within the Town and further warrants that the performance of work on that portion of the road(s) within the Town will not violate any restrictions, covenants, local or state law.

6.

The County shall resurface the Town road(s) in the same manner as the County resurfaces all other roads in the unincorporated County.

7.

Upon completion of the Town road work, the County will invoice the Town for its share of the work as stated above. The Town shall submit the payment due within thirty (30) days of receipt of the invoice from the County.

8.

To the fullest extent permitted by law, the Town agrees to and hereby does defend, hold harmless and indemnify the County and its officers, directors, employees, agents and representatives from and against any and all claims, damages, demands, actions, judgments, losses, costs, penalties, liabilities, assessments and expenses including, but not limited to, attorney's fees incurred or suffered by the County that arise out of, or result from, the performance of the resurfacing on that portion of the road within the Town, which are not incurred or suffered due to the negligence of the

County.

To the fullest extent permitted by law, the County agrees to and hereby does defend, hold harmless and indemnify the Town and its officers, directors, employees, agents and representatives from and against any and all claims, damages, demands, actions, judgments, losses, costs, penalties, liabilities, assessments and expenses including, but not limited to, attorney's fees incurred or suffered by the Town that arise out of, or result from, the performance of the resurfacing on that portion of the road within the Town, which are not incurred or suffered due to the negligence of the Town.

9.

Any additional terms and conditions which may exist between the parties may be found on Exhibit "A." To the extent that there may exist a conflict between the terms and conditions in this Agreement and the terms and conditions in Exhibit "A," the parties agree that any terms and conditions in Exhibit "A" supersede any terms and conditions within this Agreement.

10.

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

11.

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

IN WITNESS WHEREOF, the parties herein have set their hands and seals on the date first

above written.

(SEAL)



Attest:

Tameca P. White
Tameca P. White, County Clerk

Approved as to form:

[Signature]
County Attorney

(SEAL)

Attest:

Eric Baker
Town Clerk

Approved as to form:

[Signature]
Town Attorney

BOARD OF COMMISSIONERS OF
FAYETTE COUNTY, GEORGIA

By: *[Signature]*
Eric K. Maxwell, Chairman

TOWN OF TYRONE

By: *[Signature]*
Eric Dial, Mayor

Exhibit "A" Special Stipulations

Each year the Town of Tyrone shall provide Fayette County with a list of roads to be resurfaced in that calendar year. The list shall be provided to Fayette County as early as possible and include the limits of road work, corresponding length for each road, and cumulative length of all the roads. The aggregate length shall not exceed one (1) mile for any calendar year unless special provisions are made and approved by the County Manager and the Town Manager.

The Paving Allocation of one (1) mile is allocated based upon the LMIG Allocation for the Town of Tyrone. This allocation can change based upon the Town agreeing with the other cities in the County to a differing allocation and providing such written notice to the County.

Provided below is a preliminary list of streets for the next three years. The list may be modified at any time at the request of the Town of Tyrone Public Works Director and with approval by the Fayette County Director of Public Works.

Any additional County responsibilities particular to a specific Road shall be described below with the listed road.

CY 2018

CY 2019

CY 2020

STATE OF GEORGIA

COUNTY OF FAYETTE

ROAD RESURFACING AGREEMENT

This Agreement entered into this 22nd day of February, 2018 between the CITY OF FAYETTEVILLE, a municipal corporation lying wholly within Fayette County, Georgia, acting by and through its Mayor and Council, hereinafter referred to as the "City", and FAYETTE COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its Board of Commissioners, hereinafter referred to as "the County" to provide for certain road resurfacing within the corporate limits of the City, hereinafter referred to as the "Agreement."

WITNESSETH:

WHEREAS, the County and the City desire the proper resurfacing of certain roads within the corporate limits of the City to promote adequate and safe means of transportation; and

WHEREAS, the County and the City desire to coordinate their efforts, as hereinafter provided, in the resurfacing of roads that are listed on Exhibit "A" Special Stipulations which is attached to this Agreement. Said Exhibit "A" is hereby incorporated into the Agreement by this reference hereto.

NOW THEREFORE, for and in consideration of the premises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the City and the County, the City and the County do hereby agree as follows:

1.

The County agrees to provide the labor and equipment, as available, for the resurfacing of the road(s) which have been identified in Exhibit "A." The County shall provide all paving activities,

excluding patching and milling. Any additional County responsibilities not listed in this paragraph may be contained in Exhibit "A," and such activities may be performed by third-party vendors. The County will provide an estimate of the cost of these ancillary activities to the City for their approval prior to the work being performed.

2.

The City shall reimburse the County for all materials (e.g., asphalt and tack), including over-run quantities for leveling and topping, and shall pay the County for the cost of materials within 30 days of invoice. All inadvertent overspray of tack on curb and gutter, driveways, lawns, etc., shall be cleaned up by the City. The City agrees to handle any prior local resident work notification within the work area, in conjunction with the County's paving schedule. The City is responsible for path or sidewalk modifications and/or repair of any affected areas, as well as striping, if required. The City shall furnish staging/cleanout areas each day for the paving equipment. The City shall reimburse the County the cost of any third-party services utilized to perform the work. This may include, but is not limited to, striping, flagmen, equipment rental, leased dump truck, etc.

3.

The City agrees to assist the County where possible to secure the work site and prevent the tampering, vandalism or theft of equipment, tools or materials left at the site by the County, its agents or employees, at the close of each working day. The County agrees to use certified flaggers and to follow the Manual on Uniform Traffic Control Devices (MUTCD) when working on City roads.

4.

The City and the County agree that the roads or road segments identified on the Exhibit "A" are part of the City road system and, as such, shall be completely and solely within the City's jurisdiction and control. The resurfacing of the roads within the City is at the direction of the City

and the County assumes no interest in the title of said portion of the road within the City. In no manner shall the portion of the road(s) within the City be deemed a County road. Unless otherwise agreed, the maintenance and repair of the portion of the road(s) within the City, other than the resurfacing contemplated herein, shall be the sole responsibility of the City.

5.

The City warrants that it owns or has rights to resurface the portion of the road(s) within the City and further warrants that the performance of work on that portion of the road(s) within the City will not violate any restrictions, covenants, local or state law.

6.

The County shall resurface the City road(s) in the same manner as the County resurfaces all other roads in the unincorporated County.

7.

Upon completion of the City road work, the County will invoice the City for its share of the work as stated above. The City shall submit the payment due within thirty (30) days of receipt of the invoice from the County.

8.

To the fullest extent permitted by law, the City agrees to and hereby does defend, hold harmless and indemnify the County and its officers, directors, employees, agents and representatives from and against any and all claims, damages, demands, actions, judgments, losses, costs, penalties, liabilities, assessments and expenses including, but not limited to, attorney's fees incurred or suffered by the County that arise out of, or result from, the performance of the resurfacing on that portion of the road within the City, which are not incurred or suffered due to the negligence of the County.

To the fullest extent permitted by law, the County agrees to and hereby does defend, hold harmless and indemnify the City and its officers, directors, employees, agents and representatives from and against any and all claims, damages, demands, actions, judgments, losses, costs, penalties, liabilities, assessments and expenses including, but not limited to, attorney's fees incurred or suffered by the City that arise out of, or result from, the performance of the resurfacing on that portion of the road within the City, which are not incurred or suffered due to the negligence of the City.

9.

Any additional terms and conditions which may exist between the parties may be found on Exhibit "A." To the extent that there may exist a conflict between the terms and conditions in this Agreement and the terms and conditions in Exhibit "A," the parties agree that any terms and conditions in Exhibit "A" supersede any terms and conditions within this Agreement.

10.

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

11.

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

IN WITNESS WHEREOF, the parties herein have set their hands and seals on the date first above written.

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

(SEAL)



ATTEST:

Tameca P. White

Tameca P. White, County Clerk

Approved as to form:

[Signature]

County Attorney

BOARD OF COMMISSIONERS OF
FAYETTE COUNTY, GEORGIA

By: *[Signature]*
Eric K. Maxwell, Chairman

MAYOR AND COUNCIL FOR THE
CITY OF FAYETTEVILLE, GEORGIA

(SEAL)

By: *[Signature]*
EDWARD JOHNSON, Mayor

ATTEST:

Anne Barksdale

Anne Barksdale, City Clerk

Approved as to form:

[Signature]

City Attorney

Exhibit "A" Special Stipulations

Each year the City of Fayetteville shall provide Fayette County with a list of roads to be resurfaced in that calendar year. The list shall be provided to Fayette County as early as possible and include the limits of road work, corresponding length for each road, and cumulative length of all the roads. The aggregate length shall not exceed one and one-half (1 ½) miles for any calendar year unless special provisions are made and approved by the County Manager and the City Manager.

The Paving Allocation of one and one-half (1 ½) miles is allocated based upon the LMIG Allocation for the City of Fayetteville. This allocation can change based upon the City agreeing with the other cities in the County to a differing allocation and providing such written notice to the County.

Provided below is a preliminary list of streets for the next three years. The list may be modified at any time at the request of the Fayetteville Public Works Director and with approval by the Fayette County Director of Public Works.

Any additional County responsibilities particular to a specific Road shall be described below with the listed road.

CY 2018

CY 2019

CY 2020



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:FAYETTE

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.):

- 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.): **Fayette County, Peachtree City, Tyrone, Brooks and City of Fayetteville**

- 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>
Fayette County	County General Fund and User Fees
Fayetteville	City General Fund and User Fees
Peachtree City	City Hotel/Motel Tax and User Fees
Tyrone	City General Fund and User Fees

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

Fayette County entered into an IGA with Peachtree City, Twon of Tyrone for recreational services to ensure unincorporated cities are charged the same fees as city residents.

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>
Facility Sharing	Fayette County and BOE	1980 Ongoing
Recreation Facility and		
Program Agreement	Fayette County and Peachtree City	2/22/2018
	Fayette County and Tyrone	2/22/2018

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?

7. Person completing form: **Steven A. Rapson, County Administrator**
 Phone number: **770-305-5100** Date completed: Fe., 5, 2018

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:

LAW OFFICES
McNALLY, FOX, GRANT & DAVENPORT

A PROFESSIONAL CORPORATION

100 HABERSHAM DRIVE

FAYETTEVILLE, GEORGIA 30214-1381

WILLIAM R. McNALLY
PATRICK J. FOX
PHILIP P. GRANT
DENNIS A. DAVENPORT
PATRICK A. STOUGH
MEREDITH F. McCLURE
E. ALLISON IVEY COX

TELEPHONE: (770) 461-2223

FACSIMILE: (770) 719-4832
(770) 461-5863

February 1, 2018

The Honorable Eric K. Maxwell, Chairman
Fayette County Board of Commissioners
140 Stonewall Avenue, West
Suite 100
Fayetteville, Georgia 30214

Re: Disclosure of possible conflict of interests

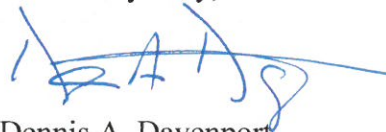
Honorable Chairman Maxwell:

Fayette County (the "County") and the Town of Tyrone (the "Town") are both parties to a 2018 agreement for recreation services ("the Agreement"). McNally, Fox, Grant & Davenport, P.C. (the "Firm"), currently serves as legal counsel for both the County and the Town. The possibility of conflict between the parties is ever present. As such, a conflict of interest could arise for the Firm in representing both sides. However, the Firm reasonably believes it can provide competent and diligent representation to each client over the term of this Agreement and that any risk of material and adverse effect to either client can be avoided. This representation is not prohibited by law; the Firm intends to continue its representation of both the County and the Town and extend its counsel to the matter of this Agreement.

The Firm is confident in its ability to represent both parties to this Agreement and has counseled representatives of the County on the issue. Information that is reasonably sufficient to permit the County to appreciate the significance of the matter at issue and the alternatives to Firm representation in this matter has been provided. Further, the County has been advised to consider its consent carefully and, if necessary, seek independent legal counsel on the matter.

The Firm believes that it is the intent of the County to retain the Firm for its legal representation in all matters, including this Agreement. Please execute the enclosed Acknowledgment of Disclosure and Confirmation of Informed Consent. The Firm appreciates this opportunity and looks forward to providing representation on this matter. Should any questions arise please do not hesitate to contact me.

Yours very truly,



Dennis A. Davenport
County Attorney

Enclosure

Acknowledgment of Disclosure and Confirmation of Informed Consent
Recreation Services Agreement

On behalf of the County, please sign below to indicate confirmation of the Firm's disclosure of a possible conflict of interest and discussions with the County regarding same. This acknowledgment will serve to demonstrate the consent of the County to the Firm's representation in this Agreement. We are also asking the Town to execute an acknowledgment of disclosure and confirmation of informed consent to the Firm's representation as to this Agreement.

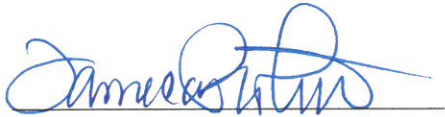
The County hereby acknowledges the receipt of this disclosure and confirms the its informed consent to continued representation concerning this Agreement by the Firm by signing below.

This 22nd day of February, 2018.


(SEAL)



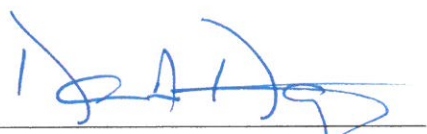
ATTEST:


Tameca P. White, County Clerk

FAYETTE COUNTY
BOARD OF COMMISSIONERS

By: 
Eric K. Maxwell, Chairman

Approved as to form:


County Attorney

COUNTY OF FAYETTE

STATE OF GEORGIA

RECREATION FACILITY AND PROGRAM AGREEMENT

This Recreation Facility and Program Agreement (the “Agreement”) is entered into this 22nd day of February, 2018 by and between Fayette County, Georgia, a political subdivision of the State of Georgia acting by and through its Board of Commissioners (hereinafter referred to as the “County”), and the town of Tyrone, a municipal corporation of the State of Georgia acting by and through its Mayor and Council (hereinafter referred to as the “Town”), for the purpose of furthering recreational opportunities for County and Town residents.

W I T N E S S E T H:

WHEREAS, the governing bodies of the County and the Town are mutually interested in an adequate program of community recreation under the auspices of the County’s and the Town’s respective Recreation Departments; and

WHEREAS, said governing bodies are authorized to enter into agreements to cooperate in the cultivation of citizenship by providing adequate programs for community recreation; and

WHEREAS, the County and the Town have established Recreation Departments responsible for carrying out the purposes of community recreation in the County and the Town; and

WHEREAS, in the interest of providing the best service with the least possible expenditure of public funds, full cooperation between the County and the Town is necessary; and

NOW, THEREFORE, for and in consideration of the mutual premises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby

acknowledged by the County and the Town, the County and the Town agree to cooperate with each other in carrying out the above purposes, and to that end, they agree as follows:

1.

The Town will make available all Town recreation facilities to County residents for community recreation activities. Any user fees charged by the Town to County residents shall be no greater than the user fees charged to Town residents.

2.

The County agrees to pay to the Town the sum of EIGHTEEN THOUSAND AND 00/100 (\$18,000.00) DOLLARS with said amount to be used by the Town to maintain and operate recreation facilities in the Town.

3.

It is further agreed that any permanent improvements or any equipment that is permanently affixed on Town facilities as contemplated in this Agreement shall remain the property of the Town.

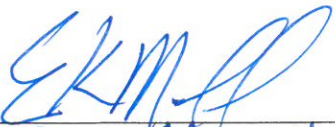
[THIS SPACE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above written.

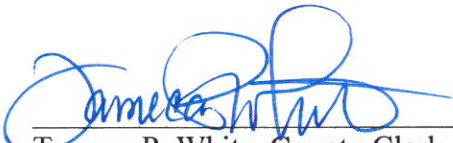


(SEAL)

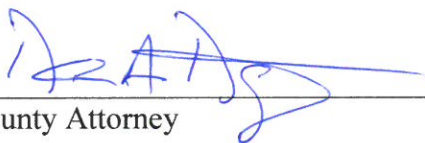
BOARD OF COMMISSIONERS OF
FAYETTE COUNTY, GEORGIA

By: 
Eric K. Maxwell, Chairman

ATTEST:



Tameca P. White, County Clerk

Approved as to form:

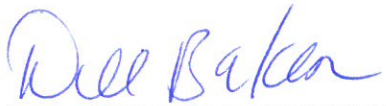

County Attorney

MAYOR AND COUNCIL OF THE
TOWN OF TYRONE, GEORGIA

(SEAL)

By: 
Eric Dial, Mayor

ATTEST:


Dee Baker, Town Clerk

Approved as to form:


Town Attorney

COUNTY OF FAYETTE

STATE OF GEORGIA

RECREATION PROGRAM AGREEMENT

This Recreation Facility and Program Agreement (the "Agreement") is entered into this 22nd day of February, 2018 by and between Fayette County, Georgia, a political subdivision of the State of Georgia acting by and through its Board of Commissioners (hereinafter referred to as the "County"), and the city of Peachtree City, a municipal corporation of the State of Georgia acting by and through its Mayor and Council (hereinafter referred to as the "City"), for the purpose of furthering recreational opportunities for County and City residents.

W I T N E S S E T H:

WHEREAS, the governing bodies of the County and the City are mutually interested in an adequate program of community recreation under the auspices of the County's and the City's respective Recreation Departments; and

WHEREAS, said governing bodies are authorized to enter into agreements to cooperate in the cultivation of citizenship by providing adequate programs for community recreation; and

WHEREAS, the County and the City have established Recreation Departments responsible for carrying out the purposes of community recreation in the County and the City; and

WHEREAS, in the interest of providing the best service with the least possible expenditure of public funds, full cooperation between the County and the City is necessary; and

NOW, THEREFORE, for and in consideration of the mutual premises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby

acknowledged by the County and the City, the County and the City agree to cooperate with each other in carrying out the above purposes, and to that end, they agree as follows:

1.

The City will make general recreation programming available to County residents for community recreation activities. Any General Recreation Program Fees charged by the City to the County residents shall be no greater than the general recreation program fees charged to City Residents.

2.

The County agrees to pay to the City the sum of ONE HUNDRED FIFTY THOUSAND AND 00/100 (\$150,000.00) DOLLARS with said amount to be used by the City to operate recreation facilities in the City. Fayette County and Peachtree City shall review the allocation every three years to determine if an adjustment is warranted based upon changing operational costs. This Agreement shall be renewed automatically for additional one (1) year terms unless either party provides written notice of termination at least ninety (90) days prior to the end of the then current term. Subsequent renewals shall occur automatically absent proper written notice to terminate this Agreement

3.

It is further agreed that any permanent improvements or any equipment that is permanently affixed on City facilities as contemplated in this Agreement shall remain the property of the City.


[THIS SPACE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above written.




(SEAL)

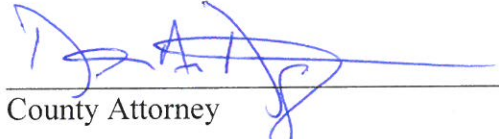
BOARD OF COMMISSIONERS OF
FAYETTE COUNTY, GEORGIA

By: 
Eric K. Maxwell, Chairman


ATTEST:


Tameca P. White, County Clerk

Approved as to form:

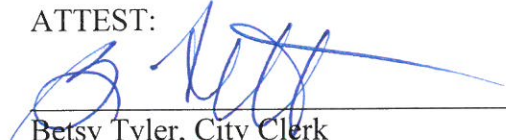

County Attorney

MAYOR AND COUNCIL OF THE
CITY OF PEACHTREE CITY, GEORGIA

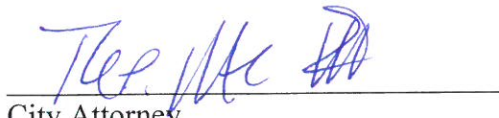
By: 
Vanessa Fleisch, Mayor

(SEAL)

ATTEST:


Betsy Tyler, City Clerk

Approved as to form:


City Attorney



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:FAYETTE

Service:Sewer

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

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

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

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

- 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>
Fayetteville	User fees
Peachtree City	User fees
Tyrone	User fees

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

Fayette County entered into an IGA with Peachtree City Water and Sewer Authority, City of Fayetteville and Town of Tyrone to provide billing services for sewer changes.

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>
FC Septic System Services	Fayette County and Peachtree City Water and Sewer	2002 - 2027
City of FVille Sewer	Fayette County and Fayetteville	2001 - none
Town of Tyrone Sewer	Fayette County and Town of Tyrone	2002 - none
WASA Sewer	Fayette County and PTC Water and Sewer Authority	2002-none

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?

7. Person completing form: **Steven A. Rapson, County Administrator**
 Phone number: **770-305-5100** Date completed: Dec. 1, 2017

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

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

STATE OF GEORGIA

COUNTY OF FAYETTE

BILLING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2014, by and between **FAYETTE COUNTY**, a political subdivision of the State of Georgia acting by and through its Board of Commissioners, hereinafter referred to as the "County", and the **PEACHTREE CITY WATER AND SEWERAGE AUTHORITY**, a Georgia public body, corporate and politic, acting by and through its Board of Directors, hereinafter referred to as the "Authority", for the purpose of the County providing billing services for the Authority, hereinafter referred to as the "Agreement".

W I T N E S S E T H:

WHEREAS, the County and the Authority are parties to an existing billing services agreement entered into on or about January 24, 2002 (the "Prior Agreement"); and

WHEREAS, the County and the Authority desire to replace the Prior Agreement with this Agreement primarily to increase the billing cost per customer as recited in the Prior Agreement from \$1.00 per customer to \$1.62 per customer; and

WHEREAS, the County and the Authority desire to incorporate all other rights and responsibilities provided in the Prior Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged by the County and the Authority, the County and the Authority hereby agree as follows:

1.

The Authority has previously provided the County a complete list of all active sewer customers of the Authority. The Authority will supplement the list on a monthly basis with any additions or deletions. The Authority is responsible for the accuracy of the billing list. The Authority will provide the County with the Authority's current sewer billing rates to be applied to the monthly water usage by the Authority's sewer customers.

2.

The County will supply the Authority with monthly reports concerning the Authority's sewer customers. The monthly reports will include: the sewerage accounts receivable; the monthly sewerage adjustments; the monthly list of sewerage bad debts; the activity summary; the billing register; and the monthly remittance summary. The County will provide, when possible, additional reports requested by the Authority at a cost agreed upon between the County and the Authority.

3.

The County shall bill the Authority's sewer customers identified by the Authority's list of sewer customers monthly based upon the Authority-supplied sewer rates applied to the water usage. The County will collect the funds due the Authority, including any additional service charges due the Authority, and will remit those funds to the Authority, less the County's charge for the billing services as provided in paragraph 5 of this Agreement, by the 20th of the following month.

4.

The Authority will notify the County of any adjustment made to an account in writing. When an account becomes 180 days past due, the account will be dropped from the County's

billing list and referred to the Authority for billing and collection of the account by the Authority.

5.

The County will provide the monthly billing services and reports identified in paragraph 2 above, at the rate of \$1.62 per month per customer billed. Any equipment or computer program changes required to service the Authority's sewer customers shall be paid by the Authority, after first being approved by the Authority. Both parties agree that these rates are subject to change from time to time as determined by the Fayette County Board of Commissioners and approved by the Authority.

6.

This Agreement shall continue in effect for three (3) years from the date first above written. Should either party desire to terminate this Agreement, written notice must be provided to the other party. A notice of termination will not be effective until 180 days subsequent to receipt of the notice by the other party. This Agreement shall automatically renew for an additional three (3)-year term unless either party provides the requisite 180-day notice of termination. The parties desire that this Agreement continually renew for additional three (3)-year terms unless and until one of the parties desires to terminate and provides the requisite 180 days notice of termination.

7.

This Agreement supersedes any and all other documents, including, but not limited to, the Prior Agreement, either oral or in writing, between the parties with respect to this subject matter. No other agreement, statement, or promise relating to the subject matter of this Agreement shall be valid or binding unless in writing and signed by the parties.

8.

The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties under this Agreement, shall be governed by the laws of the State of Georgia.

9.

Should a court of competent jurisdiction determine that any term, provision, or part of this Agreement is invalid, unenforceable, or void for any reason whatsoever, then such invalid, unenforceable, or void term, provision, or part shall be severed from the remainder of this Agreement.

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

(SEAL)



ATTEST:

Floyd Jones
Floyd Jones, County Clerk

BOARD OF COMMISSIONERS
OF FAYETTE COUNTY

By:

Steve Brown
STEVE BROWN, Chairman

(SEAL)

PEACHTREE CITY WATER
AND SEWERAGE AUTHORITY

By:

L.P. Mahler ← 5
~~FERRY GARLOCK, Chairman~~
PHIL MAHLER, VICE-CHAIRMAN

ATTEST:

SN → *William A. Holland*
~~John Harrell, Secretary~~
WILLIAM "BILL" HOLLAND



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:FAYETTE

Service: *Water*

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

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

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

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

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

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

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
Fayette County	User fees
Peachtree City	User fees
Fayetteville	User fees
Tyrone	User fees
Brooks	User fees
Woolsey	User fees

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

Fayette County entered into an IGA to collasp seven contracts into one agreement outlining withdrawal rights, dredging and spillway responsibilities.

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
PTC Water Franchise	Fayette County, Peachtree City	11/5/2015 - 12/31/2035
1984 Water Purchase	Fayette County, Fayetteville	12/11/84 - 12/11/2034
Brooks Water Syst Operations	Fayette County, Brooks	5/13/2010 - not listed
Tyrone Franchise 04.01.2006	Fayette County, Tyrone	4/01/06 - 4/1/2056
Woolsey Franchise 04.11.1991	Fayette County, Woolsey	4/11/91 - 6/01/2040

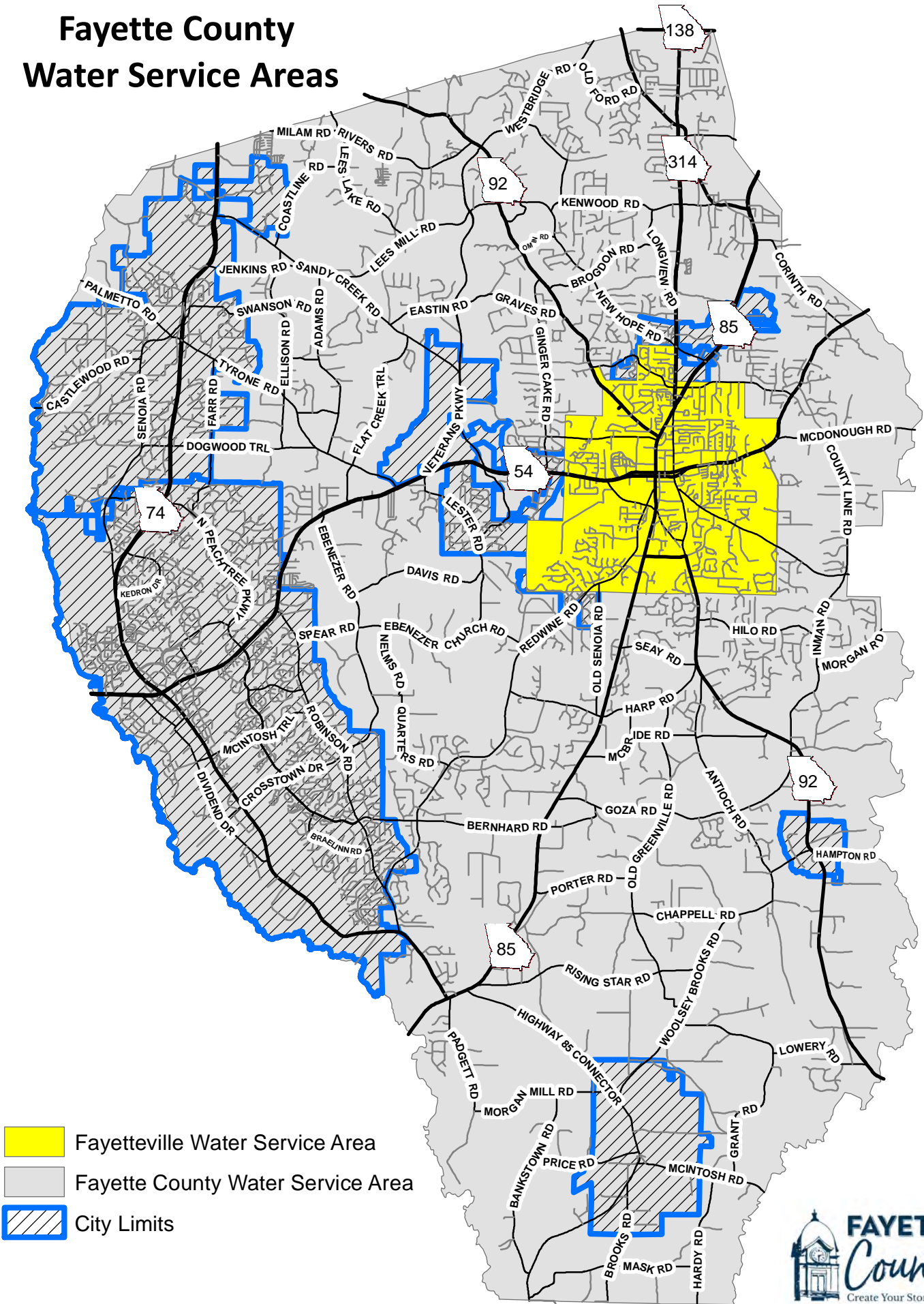
6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Steven A. Rapson, County Administrator**
 Phone number: **770-305-5100** Date completed: Feb 5, 2018

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:

Fayette County Water Service Areas



- Fayetteville Water Service Area
- Fayette County Water Service Area
- City Limits

1 INCH = 11,000 FEET



STATE OF GEORGIA
COUNTY OF FAYETTE

AGREEMENT

This Agreement is made and entered into by and between the City of Brooks, a Georgia municipal corporation, duly organized and existing under the laws of the State of Georgia, hereinafter referred to as "Brooks", and Fayette County, a Georgia municipal corporation, duly organized and existing under the laws of the State of Georgia, hereinafter referred to as "Fayette County".

The purposes of this Agreement are to:

Assure the continued provision of high quality, reliable, economical, safe and sanitary water service within the present and future corporate limits and service area of Brooks;

Provide for the orderly transfer of responsibility for the construction, operation, maintenance, management, and financing of Brooks' water system from Brooks to Fayette County; and

Assign the managerial, operational, and financial responsibility of operating, maintaining, and expanding the water systems serving the present and future corporate limits and service area limits of Brooks from Brooks to Fayette County.

Nothing within this agreement removes ownership of the Brooks Water System from the Town of Brooks.

WHEREAS, in order to promote effective and efficient water services, programs and facilities in the City and County and to avoid duplication of services, the parties hereto have reached the agreement herein specified pursuant to the provisions of Article IX, Section III, paragraph I of the 1983 Constitution of the State of Georgia;

WHEREAS, Brooks owns, operates, and maintains a water system within its corporate limits;

WHEREAS, Brooks desires to enter into an exclusive operating agreement for its water systems with Fayette County in accordance with the terms and conditions hereinafter stated;

WHEREAS, Fayette County agrees to assume full responsibility for the provision of water services in Brooks, including responsibility for Brooks' water system and related equipment and property rights; and

WHEREAS, Fayette County further agrees to operate, maintain and expand said water systems to accommodate planned growth and development within Brooks' planning and zoning jurisdiction in accordance with the terms and conditions hereinafter stated;

NOW, THEREFORE, for the considerations hereinafter stated, the parties do agree as follows:

- (a) This Agreement shall be for a period of forty-nine (49) years unless terminated or extended as provided herein. Brooks and Fayette County hereby agree that such duration is reasonable and necessary in light of the purposes of this Agreement.
- (b) No joint agency is established by this Agreement.
- (c) Fayette County shall have the sole responsibility and authority to appoint or otherwise employ the personnel necessary for the implementation of this Agreement.
- (d) The responsibility for financing the construction, operation and maintenance of the Brooks water system and any extensions thereof shall be in accordance with the terms of this Agreement. Fayette County shall be entitled to the receipt of all revenues from the Brooks water system and any extensions thereof.
- (e) Brooks agrees and grants the authority for appropriate employees of Fayette County to work and act in Brooks as necessary to carry out the purposes of this Agreement as appropriate under the ordinances and regulations of both Fayette County and Brooks.
- (f) For the purposes of operating the water system; Brooks shall assign to Fayette County and its assignees or successors, for the term of this Agreement and Fayette County and its assignees and successors shall receive from Brooks, in accordance with the terms and conditions set forth in this Agreement:
 - (i) All pipes, water lines, hydrants, pump stations, force mains, mains, meters, meter boxes, and service laterals, elevated water tanks, maintenance facilities, and all other appurtenances normally associated with, and owned by Brooks, and presently in use within Brooks' water system;
 - (ii) All of Brooks' rights, titles and interests in land, easements, and encroachment agreements necessary to own and operate Brooks' water system. All of the property and rights described above shall be hereafter referred to as "the Property";
 - (iii) All property currently used in the operation of the water system, but that is to be retained by Brooks, will be identified prior to the Assignment Date as defined in this Agreement (See Exhibit A);
- (g) Fayette County shall have the right to exercise its power of eminent domain within the current and future municipal and planning limits of Brooks for activities necessary to fulfill Fayette County's water service obligations defined in this Agreement; and
- (h) Cost of the assignment/operating transfer of the system from Brooks to Fayette County will be borne by Fayette County, and will be recovered through the water rates, fees, and charges that will be charged to Brooks customers as set forth in this Agreement.

I. Definitions

The following words and phrases are defined as set forth below when used in this Agreement, unless a contrary meaning is clearly required by the context in which the word or phrase is used:

- (a) **Brooks' Service Area:** That service area allocated to Brooks in the Service Delivery Strategy as agreed between the parties or as may be amended hereafter.
- (b) **Effective Date:** The date on which all of this Agreement is approved and signed by all parties.
- (c) **Assignment Date or Closing Date:** The date on which title or leasehold to the subject water system passes from Brooks to Fayette County, which shall be a reasonable time after the Effective Date of this Agreement.
- (d) **Systems:** The real and personal property comprising Brooks' water system which is to be assigned to Fayette County.
- (e) **Inside City Rate(s):** The rate(s) charged by Fayette County to the water customers inside the corporate limits of Brooks.
- (f) **Outside City Rate(s):** The rate(s) charged by Fayette County to the water customers outside the corporate limits of Brooks.

II. Assignment Date

The County Administrator of Fayette County and the Mayor of Brooks, or their designees, shall be responsible for determining all implementation details related to this Agreement not specifically addressed in this Agreement. The Assignment Date for this Agreement is _____, 2009. The Assignment Date shall not be delayed unreasonably by either party.

III. Responsibility for Brooks System

Upon the Assignment Date, Fayette County shall assume immediate and sole duty and responsibility for financing, operating, maintaining, improving, and expanding the water systems serving Brooks' existing and future corporate limits and services area. Prior to the Assignment Date, Brooks will be responsible for the operation and maintenance of Brooks' water system. During the period after the Effective Date, but prior to the Assignment Date, Brooks will be responsible for the expansions to the Brooks water system, but will solicit participation from Fayette County staff regarding design standards and utility operations planning, to ensure that future expansions are in accordance with Fayette County policies, standards, and procedures. After the Operational Transfer Date, Brooks' water system shall be fully incorporated into the water system operated and maintained by Fayette County. Said duty and responsibility shall be in accordance with current and future policies, standards, and procedures of Fayette County, and shall be applied in the same extent and in the same manner as applied to other inside city customers of Fayette County.

IV. Right to Operate

Brooks hereby grants to Fayette County during the term of this Agreement, the right to design, construct, operate, maintain and perform all related activities required to operate, maintain, expand, upgrade and improve Brooks' water system in accordance with Fayette County's water system standards and policies for operation and performance, level of service, reliability, and redundancy. Said Right to Operate includes the encroachment authority for Fayette County to operate in all public rights-of-way over which Brooks has the sole authority or joint authority with the Georgia Department of Transportation. Said water system standards and policies shall be applied in Brooks to the same extent and in the same manner as applied to other customers of Fayette County's water system.

In all instances, Fayette County or its authorized contractor shall be required to restore and repair any street or other property of Brooks upon the completion of any construction, operation, maintenance, replacement, improvement or related activity causing damage thereto. Said restoration or repair shall be to the standards acceptable to Brooks.

V. System Upgrades and Improvements

Fayette County shall undertake and complete all activities relating to the design, construction, startup, and operation of the system upgrade and improvement projects agreed upon as a part of this Agreement. Said upgrade and improvement projects will be undertaken and completed by Fayette County to upgrade and improve Brooks' water system in accordance with Fayette County's water system standards for operation and performance, level of service, reliability, and redundancy. Fayette County may, at its discretion, undertake alternative upgrade and improvement projects that accomplish the same purposes as the projects agreed upon.

Any upgrades by Fayette County will be accomplished in accordance with Fayette County's normal operations and capital program prioritization process. The costs for the upgrade and improvement projects will be recovered from customers located in Brooks' Service Area through the schedule of rates, fees and charges as established by Fayette County.

VI. Notices of Violation

In the event that fines or penalties are levied by the State of Georgia for violation of Brooks' water system permits following the Assignment Date, payment of fines for notices of violations will be paid by Fayette County. Any fines or penalties for actions prior to the Assignment Date will be paid completely by the City of Brooks.

VII. Rates, Fees, Charges, and Penalties

Fayette County shall have the sole responsibility and authority to establish and set rates, fees, charges, and penalties necessary for the operation, maintenance, upgrade, improvement, and expansion of the water system. Subject to the provisions hereof, it is intended that the expansion, upgrade, improvement, operation and maintenance of the water system shall be on a self-sustaining basis. All revenues of Fayette County water system shall be used exclusively by the water fund for direct and indirect costs of the water operations. In maintaining and operating the water system, Fayette County will:

- (a) Set and charge reasonable rates, based on cost of service principles, to all classes of users of the water system;
- (b) Operate and maintain the water system consistent with Fayette County's obligation and commitment to provide proper, efficient, and environmentally sound water services now and in the future;
- (c) Use the revenues of the water system for:
 - (i) The maintenance and operation of the water system;
 - (ii) The payment of debt service or other debt instruments issued therefore, and the funding of resources in connection with the issuance of such debt for the water system;
 - (iii) The expansion, extension, upgrade, and improvement of the water system and such other purposes as Fayette County may deem proper for the operation of the water system;
 - (iv) Watershed protection activities; and/or
 - (v) Other lawful public purposes.

VIII. Schedules of Rates, Fees, Charges, and Penalties

Fayette County shall apply to customers located in Brooks' Service Area a schedule of rates, fees and charges sufficient to recover all of the costs, as determined by Fayette County, required to accomplish the water system assignment between Fayette County and Brooks. Said costs will include, but not be limited to, capital upgrades and improvements, administration and other transfer costs directly and indirectly related to the assignment of the water system. In no event will the County charge City customers more than 15% above the rate charged to customers located in the unincorporated areas of the County.

IX. Representation and Warranties by Brooks

Brooks makes the following representations and warranties to Fayette County:

- (a) Brooks is the sole owner of all water lines, pipes, meters, valves, meter boxes, laterals, and any other property assigned to Fayette County under the terms and conditions of this Agreement; and
- (b) Said facilities, property, land, equipment, information, and data is free and clear of all encumbrances

X. Property Assignment

Upon the Assignment Date of this Agreement, Brooks shall assign to Fayette County all of its rights and interests to all facilities, property, land, equipment, financial assets, information, and

data subject to this Agreement to Fayette County. The assignment of these assets does not transfer of ownership of the assets from the Town of Brooks to the Fayette County Water System.

XI. Easements and Encroachments

Brooks may have facilities installed on the properties of others for which it does not have express easements or encroachment agreements, and some facilities installed in streets and rights-of-way for which it has no encroachment agreements. In the event a landowner on whose land such a facility exists contests Fayette County's right to maintain such facilities, Fayette County shall notify Brooks in writing and Brooks shall be responsible to obtain at its expense the necessary easement, encroachment agreements or fee simple title across said land either by negotiation or by eminent domain. After Brooks has obtained such easement or fee simple title, it shall assign its rights thereof to Fayette County for the term of this Agreement. Any reasonable and direct expense borne by Fayette County in resolution of these disputed easements shall be paid by Brooks, and Brooks shall also make adequate reservation for the necessary rights-of-way for all planned water facilities prior to closing any street. If Brooks fails to comply with the provisions of this paragraph, Brooks shall reimburse Fayette County in full for all expenses incurred in acquiring the necessary rights-of-way by purchase or condemnation.

XII. Financial Assets and Closeout

The financial records of the City of Brooks water enterprise fund will be closed as of the Assignment Date of this Agreement. As of this closeout, the full amount of the Brooks utility fund equity will be assigned to Fayette County to be used for payments of water/wastewater debt service costs or capital improvements for the Brooks system. The accounting for all other asset and liability accounts will transfer at closeout to the Fayette County water enterprise fund, subject to audit verification by the Fayette County Finance Department and/or an independent auditor. Brooks shall write-off all inactive accounts considered uncollectible and adjust other accounts to a current status prior to Fayette County's assumption of the financial accounts.

XIII. Existing Brooks Water Supply Wells

The existing City of Brooks water supply wells may be capped by Fayette County following the Assignment Date if Fayette County determines that sufficient water supply can be provided to Brooks by other means to compensate for the well production. The well capping shall occur after direct interconnections between the Fayette County water system and the Brooks water system are completed and direct water delivery from Fayette County has begun. Fayette County shall not be liable for maintaining any permits or other governmental requirements to continue use of the well at a future time.

XIV. Expansion and Extension of Water Services

Fayette County shall provide, maintain, and extend the water systems and facilities as may be required under applicable laws and regulations so as to serve present and future demands, and in particular so as not to impede the orderly growth and development of Brooks. Fayette County shall not practice or permit any discrimination against Brooks in the provision of such services based upon location of the point of service within Brooks' Services Area.

XV. Requests for Service

Upon the Assignment Date, all future requests for new service connections will be made to Fayette County. Request for new services that require extensions will be first presented to Brooks to assure all zoning and land use issues have been addressed then forwarded to Fayette County for approval of water plans. Both Brooks and Fayette County will provide information to customers and potential customers regarding details of service. Fayette County agrees to provide existing and future water customers located within Brooks' Services Area service of a quality comparable to the quality and quantity of service provided to water customers within the unincorporated areas of Fayette County. Fayette County specifically agrees that the geographical location of the water customers in Brooks Services Area shall not have any substantial effect on the quality of service or timing of repairs to be made by Fayette County. However, Fayette County shall decide whether it will extend service to new customers based upon proximity and feasibility of extending said services.

XVI. Developer-Requested Extensions to the System

Subject to the provisions of this Agreement, extensions of the subject water system that are undertaken by third-party developers shall be made under the policies published and used by Fayette County, and as may be amended from time to time. Said policies shall be uniform throughout Fayette County's water system, including those areas affected by this Agreement. Fayette County may, at its discretion, make changes to the extension policies as Fayette County determines to be appropriate. Said changes shall apply to all portions of the water system operated and maintained by Fayette County, including those areas located in Brooks' Service Area.

For water extensions outside of Brooks' municipal corporate limits, all applicable water extension policies of Fayette County's Water System will apply.

Utility fees and charges for new Brooks' customers may not be paid by Brooks or any other public entity, either directly or indirectly, as a part of an economic development program for Brooks. Violation of this condition will constitute a breach of the Agreement.

Approval for request for service or extension under provisions of this section will not be unreasonably withheld by either Fayette County or Brooks.

XVII. Brooks-Requested Extensions to the System

Brooks-requested extensions to the Brooks water system or extensions thereof required by Brooks beyond those included in the Fayette County Capital Improvement Program, shall be financed by Brooks and shall be accomplished by contract between Brooks and Fayette County. Reasonable notice to proceed with such extensions will be provided to Fayette County by Brooks, such that applicable time limitations can be met. However, under no circumstances shall Fayette County be liable to Brooks for the payment of damages, penalties, fines or any other monetary recovery as a result of any failure to satisfy such time limitations for Brooks-requested extensions. For extensions required due to annexation, annexation plans shall be submitted by Brooks to Fayette County to evaluate the feasibility thereof under then existing conditions.

XVIII. Records Transfer

Brooks shall transfer to Fayette County all available reproducible and electronic copies of any and all records, data, information, and models arising from the construction, operation and maintenance of Brooks' water system and any other related activity, including projects in progress, and including, but not limited to, the following:

- (a) Construction contracts, drawings, maps, and all other related documents evidencing the condition or location of any portion of the subject water system including such documents as may be in the possession of any engineer or other consultant of Brooks;
- (b) Billing, collection and payment records on all present customers of the subject water and sewer systems;
- (c) An accurate tabulation or listing of all actual service locations in the Brooks system to be assigned to Fayette County from Brooks, to include:
 - (i) Address - Number and Street;
 - (ii) Account Name (if active);
 - (iii) Billing Address for Each Account Number;
 - (iv) Account Numbers and all meter reading books and the history of all accounts for the past twelve (12) months;
 - (v) One Year's Account History; and
 - (vi) Meter Location Description.
- (d) Contracts or agreements for the supply of equipment, materials, supplies, and products;
- (e) Pending applications for water service;
- (f) Contracts or agreements to provide water and or sewer service currently in effect;
- (g) Receipts, accounts and other records of deposits made by all present and past customers of the Brooks Water Systems;
- (h) Any and all warranty information on any facilities, property, land, and equipment assigned to Fayette County pursuant to this Agreement;
- (i) Repair, maintenance, trouble, and emergency response records for all portions of Brooks' water systems;
- (j) Any and all notices of violation, legal actions, and lawsuits pertaining to Brooks' water system;

- (k) Plans, permits, reports, specifications, surveys, etc., for water facilities and operations;
- (l) Number and locations of all un-metered services;
- (m) Copies of all water system maps;
- (n) Copies of all easements;
- (o) Copies of all encroachment agreements;
- (p) Identification of all Brooks' customers;
- (q) Record of all assessments for system extensions;
- (r) Identification of all taps for which payment has been made;
- (s) Identification of all backflow prevention installations;
- (t) Identification of all Pretreatment Program installations;
- (u) Copies of such records as are necessary to inform Fayette County of the location of all facilities of Brooks for other utility operations;
- (v) Any other information, data, and records pertaining to Brooks' water utility;
- (w) Accounts receivable records; and,
- (x) Accounts payable records.

Brooks agrees that within a reasonable time after the Assignment Date, Brooks shall submit to Fayette County such accounting, commercial, engineering, planning, personnel, and facility records pertaining to Brooks' water system. Brooks may make copies of said materials for Brooks' records and archives. Prior to the Assignment Date, the County Administrator of Fayette County and Mayor of Brooks, or their designees, shall determine mutually satisfactory administrative details for the transfer of the above referenced records.

XIX. Customer Transfer

As of the Assignment Date, all customers and users of Brooks' water system shall become subject to all rules, regulations and ordinances of Fayette County as the same apply to all users and customers of the water system of Fayette County, and as same are now or may hereafter be amended. Such rules, regulations and ordinances and schedule of rates, fees, charges and penalties shall constitute a part of the Agreement between Fayette County and any customer or user of the subject water system and any extensions thereof for the provision of water service.

A team comprised of Fayette County and Brooks' staff shall develop a seamless transfer of customer accounts at Assignment Date in order to provide continuity of account activity. All accounting after the Assignment Date shall be made within the Fayette County utility enterprise fund.

XX. Customer Deposits

Following the Transfer Date, Brooks, under the direction of the Brooks Mayor or his designee, shall refund deposits by checks to be mailed to its customers.

XXI. Billing Cycles

As of the Assignment Date of this Agreement, Fayette County reserves the right to adjust the billing cycle for Brooks' water customers to a cycle at a time that Fayette County deems appropriate. Fayette County will make a good-faith effort to implement any changes to the billing cycle after customer notification and education by Brooks and Fayette County.

XXII. Water Meter Readings

At the Assignment Date, Fayette County shall assume all responsibility for reading all customer meters and for preparation of water bills. The transition of meter readings will be coordinated between the City and County.

XXIII. Prior Agreements

All prior agreements between Brooks and Fayette County pertaining to water services are rescinded as of the Assignment Date.

XXIV. Existing Commitments

Brooks may have certain commitments to developers of residential and non-residential projects inside and outside the corporate boundaries of Brooks.

Brooks will install the meters, set the boxes, and collect tap fees in all of such developments to fulfill its existing commitments prior to Assignment Date. Such completed services shall become a part of the property to be assigned herein from Brooks to Fayette County. If any commitments are left outstanding as of the Assignment Date, Brooks agrees to accept full financial responsibility to resolve the commitment.

XXV. Existing Agreements

Fayette County shall assume and honor all existing developer (as of the Assignment Date) contracts previously entered into by Brooks concerning Brooks' water system, provided that such contracts that require expenditure of Fayette County funds shall be reimbursed by Brooks in full within thirty (30) days after receipt of an invoice from Fayette County. Any such contract or agreement with third parties entered into by Brooks between the Effective Date and the Assignment Date shall require approval by Fayette County.

XXVI. Discriminatory Agreement Disclaimer

No existing special, discriminatory agreements with specific customers will be continued, honored, or assumed by Fayette County. Brooks represents and warrants to Fayette County that there are no discriminatory agreements between Brooks and any customer or user of Brooks' water system which will, nor may survive this Agreement and be binding upon Fayette County. For purposes of this Agreement, a discriminatory agreement is any agreement, contract or other understanding between Brooks and any customer or user of Brooks' water system that provides that:

- (a) Water service be extended and provided in a different manner than such service is extended and provided to the remaining customers or users of Brooks' water system as to quality, quantity, or any other aspect of extending and providing such service;
- (b) Water service be extended and provided upon the payment of a different schedule of rates, fees, charges, or penalties than is imposed upon the remaining customers or users of Brooks' water system;
- (c) Water service be extended and provided at a different cost or schedule for reimbursement of costs or any other aspect of paying for the extension and provision of water service than is imposed upon the remaining customers or users of Brooks' water system.

XXVII. Conflict/Default Resolution

In the event of conflict or default that might arise for matters associated with this Agreement, the parties involved agree to informally and formally communicate to resolve the conflict. If this communication is not successful in resolving the conflict, the matter will be presented to the County Administrator of Fayette County and the Mayor of Brooks or designated councilperson for resolution prior to any legal cause of action being filed.

XXVIII. Fire Protection Services

Fayette County shall be responsible for maintaining fire hydrants and services in a reasonable manner at a level equivalent to that maintained by Brooks at time of assignment of the system. This level of service shall include hydrant spacing, hydrant maintenance, and water volume and pressure available at the hydrant.

XXIX. Ordinances to be Adopted

As a condition of entering into this Agreement, Brooks shall adopt ordinances the same or substantially the same provisions as those adopted by Fayette County to regulate the proper use of the subject water system and any extensions thereof by the customers and users within the jurisdiction of Brooks. Said ordinances shall be reviewed and approved by Fayette County prior to adoption by Brooks, and will further grant to Fayette County all administrative, permitting, regulatory, and enforcement authority necessary for the regulation, operation, maintenance, and improvement of the water systems serving the Brooks Service Area. Brooks shall maintain updates and enforce such ordinances. Fayette County shall reimburse Brooks for the reasonable expenses of enforcing such ordinances.

XXX. Amendment to Agreement

This agreement may be amended only by a document in writing, approved by the County Board of Commissioners of Fayette County and the Mayor and City Council of Brooks.

XXXI. Customer Notification

Brooks agrees to use all practical means, including direct mailing, to notify customers of changes associated with this Agreement. Such notification shall include information on schedule and mechanics of transfer and information concerning Fayette County's policies and procedures.

XXXII. Termination or Extension

- (a) This Agreement may be unilaterally terminated by either party, in whole or in part, for any reason whatsoever. If the County decides to terminate this Agreement, it shall provide the City written notice of its intent to terminate by delivering in writing to the City at least one hundred and eighty (180) days notice, a Notice of Termination specifying the nature, extent, and effective date of termination. If the City decides to terminate this Agreement, the City shall provide the County written notice of its intent to terminate by delivering in writing to the County at least sixty (60) days notice, a Notice of Termination specifying the nature, extent, and effective date of termination.
- (b) If either party terminates this Agreement as provided for in subsection (a) above, or if this Agreement is not extended at the end of the term of this Agreement, City shall pay County for all capital improvements made to the systems on an amortized basis. Amortization shall be on a straight line basis over the life of the improvement(s). Both parties shall negotiate in good faith to make arrangements for the City to repay the County for any amounts due under this Agreement. In no event shall the amount owing the County pursuant to a termination by either party remain outstanding for more than one hundred eighty (180) days beyond the termination date unless the parties expressly agree to an extension of this time in writing prior to the expiration of the one hundred eighty (180) day period or unless a repayment plan has been approved by both parties prior to that date.
- (c) This Agreement may be extended at the end of the term of this Agreement upon approval by the governing authority of each party for any period lawfully allowed by law.
- (d) Nothing in this Agreement shall prohibit the parties from allowing the County to purchase the Brooks' water system at any time during the term of this Agreement upon terms mutually agreeable to the parties.
- (e) If this Agreement is terminated by either party, the County agrees to sell water to Brooks upon the same or similar terms as the County sells water to other municipalities for a minimum period of five (5) years.

XXXIII. Severability

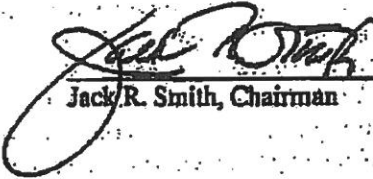
It is hereby the declared intention of Brooks and Fayette County that the paragraphs, sections, sentences, clauses, and phrases of this agreement are severable. If one or more paragraphs, sections sentences, clauses, or phrases shall be declared void, invalid or otherwise unenforceable for any reason by the valid, final judgment or decree of any court of competent jurisdiction, such judgment or decree shall not affect the remaining provisions of this agreement and the same shall continue to be fully effective and enforceable on the basis that said remaining provisions would have been agreed to by Brooks and Fayette County without the incorporation of such void, invalid or otherwise unenforceable paragraph, section, sentence, clause or phrase.

XXXIV. Notices

Whenever written notice is required under this agreement, said notice shall be sufficient when received by the County Administrator of Fayette County or the Mayor of Brooks. Said notice may be mailed or hand-delivered but shall not be effective unless actually received.

FAYETTE COUNTY, GEORGIA

(SEAL)



Jack R. Smith, Chairman

Attest:

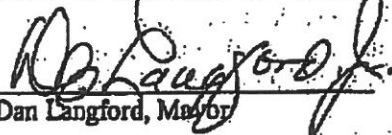


Carol Chandler
Clerk

CITY OF BROOKS, GEORGIA

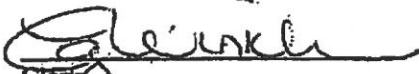
(SEAL)





Dan Langford, Mayor

Attest:



Clerk

WATER FRANCHISE AGREEMENT

WHEREAS, the City of Peachtree City, a municipal corporation of the State of Georgia (hereinafter the "City") owns certain property, easements and right of ways within the corporate limits of Peachtree City, Georgia, including but not limited to Lake Peachtree (hereinafter the "Lake"); and

WHEREAS, through a series of intergovernmental agreements beginning in 1966, and amendments thereto, between the City (or Georgia Utilities Company) and Fayette County, Georgia (hereinafter the "County"), the City has granted to the County water withdrawal rights from the Lake which has enabled the County's provision of drinking water from the Lake for the County's water system; and

WHEREAS, through such agreements, the City granted the County the exclusive right, privilege and franchise to enter the corporate limits of the City and therein construct and thereafter operate, maintain, repair, replace, add to, extend and improve certain components to the County's water system; and

WHEREAS, in accordance with said previous agreements, the County is presently dredging certain areas of the Lake bed to remove siltation; and

WHEREAS, the City and the County have also entered into an agreement entitled the "Loghouse Well Agreement" as of June 10, 1993 to expire on October 11, 2034 whereby certain rights and responsibilities were set out between the City and the County pertaining to the treatment of water from the Loghouse Well; and

WHEREAS, the City and County (hereinafter collectively the "Parties" or individually a "Party") wish to enter into a new agreement which replaces and supersedes all of the following previous agreements: 04/01/1966, 05/23/1966, 04/21/1981, 09/17/1984, 10/18/1984, 03/29/1985 and extends their partnership through the end of the calendar year 2035, and terminates that agreement known as and referred to as the "Loghouse Well Agreement" entered into as of June 10, 1993;

WHEREAS, the entering into of this intergovernmental agreement (hereinafter the "Agreement") is authorized under the Constitution and laws of the State of Georgia, particularly Article IX, Section II, Paragraph III and Article IX, Section III, Paragraph I of the Georgia Constitution.

NOW THEREFORE, in consideration of the promises, mutual covenants and agreements set forth herein, the City, acting by and through its Mayor and Council, and the County, acting by and through its Board of Commissioners, do hereby agree to the following terms and conditions.

Section 1. Term of Agreement

- 1.1 The preamble is incorporated here by reference as if fully restated.
- 1.2 This Agreement shall become binding and effective upon the date of the last signature hereto, and the term of this Agreement shall be that period of time between said date and 11:59 PM of December 31, 2035.
- 1.3 The agreement entitled the "Loghouse Well Agreement" which was entered into by the City and the County as of June 10, 1993 with an expiration date of October 11, 2034 is terminated completely as of the effective date of this Agreement. The County shall provide water to the City at the commercial wholesale water rate in exchange for terminating the "Loghouse Well Agreement." The City will assume the maintenance and operation of the well, once the County has brought the well up to full operational condition.

Section 2. Water Withdrawal from the Lake

- 2.1 For the purpose of providing water to the citizens, businesses and governmental entities in the City and the County, the City grants to the County the right to withdraw water from the Lake at or within five hundred feet (500') of the dam of the Lake and in the amount not to exceed four million, five hundred thousand gallons per twenty-four hour day.
- 2.2 In exchange for the water withdrawal rights granted in this Agreement, the County shall operate and maintain in good working order (including repair and replace) its water withdrawal system and ensure that in the exercise of such rights the County does not adversely impact the soundness of the Lake dam and spillway. Furthermore, the County agrees to operate the dam and spillway at no cost to the City and indemnify the City for any damage to the dam and spillway resulting from the County's negligent operation of same. The County's operation and maintenance of the dam and spillway will occur consistent with the County's standard operations and maintenance procedures which are required to be employed for a drinking water reservoir. All employees of the County who perform the operations and maintenance on the dam and spillway will remain employees of the County. Maintenance of the dam may include removal of trees from the dam. Should it be determined by the appropriate state agency that removal of the trees from the dam is consistent with best practices for dam maintenance, the County shall take all necessary action to cause the trees on the dam to be removed. If, however, the appropriate state agency determines that removal of the trees on the dam is not consistent with best practices for dam maintenance, and the City still desires the trees to be removed, the City and County will agree on the appropriate terms and conditions under which such removal shall occur. To the extent there is any seepage of water through the dam, and such seepage is the result of a lack of maintenance or improper maintenance, the County will take all necessary action to cause the seepage to cease. The City agrees to exercise its best efforts to take all reasonable measures which would result in a reduction of silt being introduced into the Lake.

2.3 Except for dredging, maintenance, repairs, or when the City replaces the spillway as provided under paragraph 2.8 of this Agreement, the County and the City agree to exercise their best efforts to maintain the water in the Lake at a minimum pool level of 784.4 feet Mean Seal Level NAVD88 ("Minimum Pool Level").

2.4 The City acknowledges that the County has a permit to withdraw water from the Lake and a permit to withdraw from Lake Kedron through the Lake, and it agrees to cooperate with the County in maintaining said permits which are attached hereto and incorporated herein as Exhibit "A". The County covenants and agrees to provide the City with advance notice of its intention to no longer renew or transfer said permit(s) and to cooperate with the City if the City desires to secure water withdrawal rights. To the extent that it is under the County's reasonable control, the County covenants and agrees to maintain said permits for the life of this Agreement unless it transfers said permits to the City or unless otherwise ordered by the State.

2.5 The County acknowledges that it does not have nor does this Agreement convey any general right of public or private access to or use of the Lake except that which is needed by the County to withdraw water and perform its obligations under this Agreement.

2.6 Under previous agreements, the County was obligated to dredge the siltation and remove vegetation in certain areas of the Lake. This dredging obligation occurred when the City and the County jointly inspected and tested the condition of the Lake to determine the amount of dredging required, if any, on at least an eight to ten (8-10) year cycle. The Parties desire to transition to new methodology in order to determine when future dredging should occur. The Parties agree that a bathymetric survey will be performed to determine the topography of the entire Lake bottom, accurate to within two tenths of one foot (0.2'). This bathymetric survey shall occur on or before January 15, 2016 and shall serve as the Baseline Survey for the following joint dredging event ("Baseline Survey"). The cost of the Baseline Survey shall be borne by the County. Thereafter, a bathymetric survey shall be performed within 90 days after January 15, 2030 ("2030 Survey"). The 2030 Survey shall be done by the City and the cost of same shall be divided equally between the City and County, fifty percent (50%) each. A Registered Land Surveyor licensed to practice in the State of Georgia will prepare all bathymetric surveys required under this Agreement.

2.7 Within 12 months of the certification by the registered land surveyor of the 2030 Survey, the City shall commence dredging within Zone 1, which is depicted in Exhibit "B" attached hereto and incorporated herein as Zone 1 ("Joint Dredging"). The City and the County shall be obligated to divide the cost of the Joint Dredging equally between the City and County, fifty percent (50%) each. The County agrees to contribute to the City up to ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS toward the City's portion of the cost of the Joint Dredging. (For example, if the dredging costs \$3 million, then the cost of the dredging would be divided in half with \$1.5 million allocated to each party. The County would then contribute its pledged \$1 million to the City's \$1.5 million portion of the dredging cost. Additionally, if the dredging costs

less than \$2 million, then the cost of the dredging would be divided in half and the credit from the County to the City would be less than \$1 million.) The parties also agree to divide equally, fifty percent (50%) each, the costs for repairs to city and county roads damaged by trucks removing dredged sediment. The City and County agree that the City will be responsible for all actions necessary up to and including the dredging. The Joint Dredging will be for the purpose of removing that amount of silt which has accumulated since the Baseline Survey, plus and additional ten (10%) of that amount (the "Dredging Total"). To the extent that the City desires to perform dredging in excess of the Dredging Total, the County will not be responsible to participate in the cost of dredging in excess of the Dredging Total. The City acknowledges that all liability for the Joint Dredging operation will be borne by the City and that County's participation is limited only to its monetary contribution. Notwithstanding the Joint Dredging, nothing in this Agreement precludes the City from dredging any portion of the Lake at its own cost during the term of this Agreement.

2.8 In exchange for the City agreeing to accept all responsibility and liability for the dam, spillway, banks and bottom of the Lake, except where specifically stated otherwise in this Agreement, the County shall contribute monetarily to a new spillway for the Lake. Within 30 days from the City providing the County written notice that the City has entered into a construction contract to build the new spillway for the Lake, the County shall pay the City the amount of TWO MILLION AND 00/00 (\$2,000,000.00) DOLLARS towards the construction of such spillway. This payment is non-refundable; provided however, that the City shall refund to the County fifty percent (50%) of said sum if the new spillway is not complete within four years from the date said payment is made.

2.9 The Parties acknowledge that circumstances in the future may dictate that the intake pump structure at the Lake should be moved from the Lake to Lake Kedron in order to more adequately supply water for the County's water system. In the event that the County determines that such a move is in the best interest of the customers of the County's water system, the County will bear all expense in moving the intake pump structure from the Lake to Lake Kedron. The City agrees to cooperate with the County to enable the County to move the aforesaid intake pump structure from the Lake to Lake Kedron.

Section 3. Water Franchise

3.1 Except as otherwise provided in this Agreement and for the purpose of providing water service to the citizens, businesses and governmental entities of the City and County, the City grants to the County the exclusive franchise rights to provide and operate its County owned and operated water system within public rights-of-way and public utility easements within the incorporated boundaries of the City; provided, however, that such grant does not include those public rights-of-way and public utility easements in those areas annexed into the City where water is being provided by some other utility at the time of annexation.

3.2 The County shall undertake to supply a reasonable amount of water service to all citizens, businesses and governmental entities of the City desirous of obtaining such water service.

3.3 The County shall have the right to construct, operate, maintain, replace, repair and extend its water lines and appurtenant structures within the public rights-of-way and public utility easements of the City.

3.4 The County shall in all cases restore all streets, highways, alleys, roads, sidewalks, cart paths, bridges, utilities, public and private facilities and places, and other things or grounds of the City disturbed by the County in the exercise of this Agreement to the condition prior to such disturbance, and shall conduct its operation, maintenance, repair, replacement, extension and additions to the system without undue obstruction of foot, bicycle, golf cart or vehicular traffic, and shall make all restorations as above required within a reasonable time.

3.5 It is expressly provided, however, that in the event the County shall hereafter be unable or unwilling, from time to time, to make additions, extensions and improvements to its water system within the present and future corporate limits of the City, then the City, if it desires to do so, may construct such additions, extensions and improvements, without violating this exclusive franchise agreement; provided, however, the City must first seek and be provided written notice from the County that it is unwilling or unable to make the additions, extensions and improvements desired by the City, or in any event after the expiration of ninety (90) days from the date the City furnishes the County with written notice of its desire for additional water facilities. The City, in constructing such additions, extensions and improvements, shall do so consistent with the County's laws, ordinances and regulations relating to such additions, extensions and improvements to the County's Water System. The City agrees that the County shall perform inspections to ensure that the construction of such additions, extensions and improvements is performed consistent with the County's laws, ordinances and regulations. Upon completion, the additions, extensions and improvements so constructed shall be the property of the County. In the event the City should construct said additions, extensions and improvements after receiving said notice from the County or after allowing for a timely response, the County shall furnish water service to the properties serviced by said additions and extensions. If the County provides notice that it will construct such additions and extensions needed to supply water service to such areas, then it must do so within a reasonable period of time.

3.6 The water rates imposed by the County shall be uniform within each class of customers regardless of whether the customers are located within or without the incorporated area of the City.

Section 4. Miscellaneous Provisions

4.1 The County covenants and agrees that it will indemnify the City and hold it harmless from any loss, liability, claim or cause of action of any kind resulting from the County's (or its employees, contractors or agents) exercise of its rights, performance or failure to perform its obligations under this Agreement. If, after being provided written notice by the City of not less than sixty (60) days prior to the City taking action, the County fails to perform its obligations under this Agreement, the City may perform, but shall not be obligated to perform, such obligations. If the City so performs, the County shall reimburse the City for all reasonable costs and expenses incurred by the City. The City covenants and agrees that it will indemnify the County and hold it harmless from any loss, liability, claim or cause of action of any kind resulting from the City's (or its employees, contractors or agents) exercise of its rights, performance or failure to perform its obligations under this Agreement. If, after being provided written notice by the County of not less than sixty (60) days prior to the County taking action, the City fails to perform its obligations under this Agreement, the County may perform, but shall not be obligated to perform, such obligations. If the County so performs, the City shall reimburse the County for all reasonable costs and expenses incurred by the County.

4.2 Unless otherwise expressly agreed to by the Parties, the County shall pay for its performance of any right or obligation under this Agreement solely and exclusively from the revenues derived from its water system or from the proceeds received from the issuance of revenue bonds against its water system.

4.3 The Parties acknowledge and agree that each Party may in the future issue revenue bonds based upon the terms of this Agreement and that in so doing the holders of such revenue bonds hereafter issued by the County or City or both shall have an interest in the Parties' respective performance hereunder. The Parties covenant that this Agreement cannot be terminated, modified or amended in any way which would adversely affect the rights of any such bond holders without their express consent.

4.4 The Parties recognize that either party may sell revenue bonds to finance undertakings consistent with the exercise of the rights and obligations afforded under this Agreement. The County covenants to adopt, maintain and revise rates and collect fees and charges to the extent necessary to produce funds sufficient at all times to operate and maintain its water system on a sound basis, to pay the principal of and interest on any revenue bonds hereafter issued by County as same mature and to create and maintain an adequate reserve for that purpose, as well as to create and maintain a reserve for maintenance, extensions and improvements to the system. It is further recognized that the County may hereafter issue from time to time refunding bonds to refund any and all such bonds and the aforesaid covenant, relative to the adoption, maintenance and revisions of rates and the collection of fees and charges for water service and facilities would likewise be applicable to any such refunding bonds or obligations. The County, however, by the acceptance of this Agreement, covenants to operate and maintain, at all times, said system in a

business-like manner and that it will undertake to maintain rates and collect fees and charges on a reasonable and equitable basis and in keeping with its obligations under any resolution authorizing the issuance of any of its obligations, and that all such rates shall, as far as practicable, be uniform in application consistent with the cost involved.

4.5 "Notwithstanding paragraphs 4.3 and 4.4," within 365 days prior to the date of the natural expiration of this Agreement or after its prior termination by either Party, if the County has the right to sell that portion of its water system within the limits of the City, excluding the Crosstown Water Treatment Plant, the Distribution Plant and all other components with the County's water system within the City which distributes County water to areas outside the City limits, the City, upon written notice to the County therefor, shall have the right and option to purchase from County the water system, including pipes, lines, facilities and interest in real property within the existing corporate limits of the City, except for the aforementioned limitations. It is expressly provided, however, that the purchase price paid by the City to County shall be at least sufficient to comply with the provisions of any resolution adopted by County authorizing the issuance of any revenue bonds of the County which are then outstanding.

4.6 Any transferee, assignee or successor of County or City shall hold and exercise such rights, powers, privileges, liabilities, duties and obligations granted under this Agreement, subject to all the terms and conditions of this Agreement.

4.7 If by reason of force majeure either Party hereto is rendered unable, wholly or in part, to carry out its obligations under this Agreement, then if such Party gives notice and full particulars of such force majeure in writing to the other Party within a reasonable time after occurrence of the event or cause relied on, the obligation of the Party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period. Any such Party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of a public enemy, orders of any kind of the Government of the United States, of the State of Georgia, or any civil or military authority or courts thereof, insurrections, riots, epidemics, landslides, lighting, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipe lines, partial or entire failure of water supply, and inability on the part of County to supply water services hereunder, and on account of any other causes not reasonably within the control of the Party claiming such inability.

4.8 This Agreement shall be construed under the laws of the State of Georgia. Should any phrase, clause, sentence or paragraph of this Agreement be held invalid or unconstitutional by any court of competent jurisdiction of this State or of the United States in any manner or respect whatsoever, it shall not be construed so as to effect any or all of the remaining terms and provisions, all of which shall remain in full force and effect.

4.9 If any disagreement shall arise with reference to any of the terms or conditions of this Agreement, or with reference to any matter connected with same, such disagreement or dispute shall be submitted to and decided by a panel of three arbitrators. The County shall appoint one arbitrator, and the City shall appoint one arbitrator. The two appointed arbitrators shall select a third arbitrator. If the two chosen arbitrators cannot agree on a third arbitrator, then such third arbitrator shall be appointed by the chief judge of the Superior Court of Fayette County after petition filed by either of the Parties. A majority of the three person panel is required to render a final decision, and such decision shall be binding on the Parties hereto, but may be appealed to the Superior Court of Fayette County.

4.10 Notices required in this Agreement shall be sent by certified mail return receipt requested or statutory overnight delivery to the following persons and addresses for each respective Party:

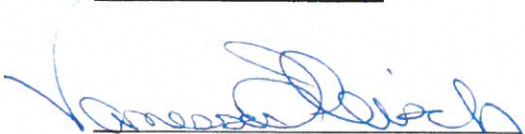
County: Fayette County, c/o Chairman, 140 Stonewall Ave., West, Suite 100, Fayetteville, Ga. 30214.

City: City of Peachtree City, c/o Mayor, 151 Willowbend Road, Peachtree City, Ga 30269.

4.11 Each of the signatories to this Agreement warrant and represent that he or she has the legal authority granted by his or her respective governing body to execute this Agreement and so bind his or her respective government to this Agreement.

4.12 The Parties agree that this Agreement shall constitute a full accord and satisfaction of all disputed claims which have arisen under the existing Agreements between the Parties, as amended, including any claims which have been asserted or could have been asserted as of the date of this Agreement, and that entering into this Agreement is not to be construed as an admission of liability upon the part of either Party.


City of Peachtree City



Vanessa Fleisch, Mayor

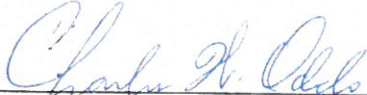
Date: 11/5/15

Attest:



Betsy Tyler, City Clerk

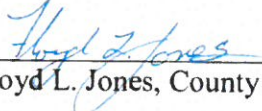
Fayette County



Charles W. Oddo, Chairman

Date: November 12, 2015

Attest:



Floyd L. Jones, County Clerk

STATE OF GEORGIA

COUNTY OF FAYETTE

BILLING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 19th day of June, 2014, by and between **FAYETTE COUNTY**, a political subdivision of the State of Georgia acting by and through its Board of Commissioners, hereinafter referred to as the "County", and the **CITY OF FAYETTEVILLE**, a municipal corporation of the State of Georgia acting by and through its Mayor and Council, hereinafter referred to as the "City", for the purpose of the County providing billing services for the City, hereinafter referred to as the "Agreement".

WITNESSETH:

WHEREAS, the County and the City are parties to an existing billing services agreement entered into on or about November 15, 2001 (the "Prior Agreement"); and

WHEREAS, the County and the City desire to replace the Prior Agreement with this Agreement primarily to increase the billing cost per customer as recited in the Prior Agreement from \$1.00 per customer to \$1.62 per customer; and

WHEREAS, the County and the City desire to incorporate all other rights and responsibilities provided in the Prior Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged by the County and the City, the County and the City hereby agree as follows:

1.

The City has previously provided the County a complete list of all active sewer customers of the City. The City will supplement the list on a monthly basis with any additions or deletions.

The City is responsible for the accuracy of the billing list. The City will provide the County with the City's current sewer billing rates to be applied to the monthly water usage by the City's sewer customers.

2.

The County will supply the City with monthly reports concerning the City's sewer customers. The monthly reports will include: the sewerage accounts receivable; the monthly sewerage adjustments; the monthly list of sewerage bad debts; the activity summary; the billing register; and the monthly remittance summary. The County will provide, when possible, additional reports requested by the City at a cost agreed upon between the County and the City.

3.

The County shall bill the City's sewer customers identified by the City's list of sewer customers monthly based upon the City-supplied sewer rates applied to the water usage. The County will collect the funds due the City, including any additional service charges due the City, and will remit those funds to the City, less the County's charge for the billing services as provided in paragraph 5 of this Agreement, by the 20th of the following month.

4.

The City will notify the County of any adjustment made to an account in writing. When an account becomes 180 days past due, the account will be dropped from the County's billing list and referred to the City for billing and collection of the account by the City.

5.

The County will provide the monthly billing services and reports identified in paragraph 2 above, at the rate of \$1.62 per month per customer billed. Any equipment or computer program changes required to service the City's sewer customers shall be paid by the City, after

first being approved by the City. Both parties agree that these rates are subject to change from time to time as determined by the Fayette County Board of Commissioners and approved by the City.

6.

This Agreement shall continue in effect for three (3) years from the date first above written. Should either party desire to terminate this Agreement, written notice must be provided to the other party. A notice of termination will not be effective until 180 days subsequent to receipt of the notice by the other party. This Agreement shall automatically renew for an additional three (3)-year term unless either party provides the requisite 180-day notice of termination. The parties desire that this Agreement continually renew for additional three (3)-year terms unless and until one of the parties desires to terminate and provides the requisite 180 days notice of termination.

7.

This Agreement supersedes any and all other documents, including, but not limited to, the Prior Agreement, either oral or in writing, between the parties with respect to this subject matter. No other agreement, statement, or promise relating to the subject matter of this Agreement shall be valid or binding unless in writing and signed by the parties.

8.

The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties under this Agreement, shall be governed by the laws of the State of Georgia.

Should a court of competent jurisdiction determine that any term, provision, or part of this Agreement is invalid, unenforceable, or void for any reason whatsoever, then such invalid, unenforceable, or void term, provision, or part shall be severed from the remainder of this Agreement.

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

BOARD OF COMMISSIONERS
OF FAYETTE COUNTY

(SEAL)



ATTEST:

By:



STEVE BROWN, Chairman



Floyd Jones, County Clerk


MAYOR AND COUNCIL FOR THE
CITY OF FAYETTEVILLE

(SEAL)

ATTEST:

By: 

GREG CLIFTON, Mayor



Anne Barksdale, City Clerk

STATE OF GEORGIA

COUNTY OF FAYETTE

BILLING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 16 day of June, 2014, by and between **FAYETTE COUNTY**, a political subdivision of the State of Georgia acting by and through its Board of Commissioners, hereinafter referred to as the "County", and the **TOWN OF BROOKS**, a municipal corporation of the State of Georgia acting by and through its Mayor and Council, hereinafter referred to as the "Town", for the purpose of the County providing billing services for the Town, hereinafter referred to as the "Agreement".

WITNESSETH:

WHEREAS, the County and the Town are parties to an existing billing services agreement entered into on or about July 1, 2010 (the "Prior Agreement"); and

WHEREAS, the County and the Town desire to replace the Prior Agreement with this Agreement primarily to increase the billing cost per customer as recited in the Prior Agreement from \$1.00 per customer to \$1.62 per customer; and

WHEREAS, the County and the Town desire to incorporate all other rights and responsibilities provided in the Prior Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged by the County and the Town, the County and the Town hereby agree as follows:

1.

The Town has previously provided the County a complete list of all active sewer customers of the Town. The Town will supplement the list on a monthly basis with any

additions or deletions. The Town is responsible for the accuracy of the billing list. The Town will provide the County with the Town's current sewer billing rates to be applied to the monthly water usage by the Town's sewer customers.

2.

The County will supply the Town with monthly reports concerning the Town's sewer customers. The monthly reports will include: the sewerage accounts receivable; the monthly sewerage adjustments; the monthly list of sewerage bad debts; the activity summary; the billing register; and the monthly remittance summary. The County will provide, when possible, additional reports requested by the Town at a cost agreed upon between the County and the Town.

3.

The County shall bill the Town's sewer customers identified by the Town's list of sewer customers monthly based upon the Town-supplied sewer rates applied to the water usage. The County will collect the funds due the Town, including any additional service charges due the Town, and will remit those funds to the Town, less the County's charge for the billing services as provided in paragraph 5 of this Agreement, by the 20th of the following month.

4.

The Town will notify the County of any adjustment made to an account in writing. When an account becomes 180 days past due, the account will be dropped from the County's billing list and referred to the Town for billing and collection of the account by the Town.

5.

The County will provide the monthly billing services and reports identified in paragraph 2 above, at the rate of \$1.62 per month per customer billed. Any equipment or computer

program changes required to service the Town's sewer customers shall be paid by the Town, after first being approved by the Town. Both parties agree that these rates are subject to change from time to time as determined by the Fayette County Board of Commissioners and approved by the Town.

6.

This Agreement shall continue in effect for three (3) years from the date first above written. Should either party desire to terminate this Agreement, written notice must be provided to the other party. A notice of termination will not be effective until 180 days subsequent to receipt of the notice by the other party. This Agreement shall automatically renew for an additional three (3)-year term unless either party provides the requisite 180-day notice of termination. The parties desire that this Agreement continually renew for additional three (3)-year terms unless and until one of the parties desires to terminate and provides the requisite 180 days notice of termination.

7.

This Agreement supersedes any and all other documents, including, but not limited to, the Prior Agreement, either oral or in writing, between the parties with respect to this subject matter. No other agreement, statement, or promise relating to the subject matter of this Agreement shall be valid or binding unless in writing and signed by the parties.

8.

The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties under this Agreement, shall be governed by the laws of the State of Georgia.

Should a court of competent jurisdiction determine that any term, provision, or part of this Agreement is invalid, unenforceable, or void for any reason whatsoever, then such invalid, unenforceable, or void term, provision, or part shall be severed from the remainder of this Agreement.

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

BOARD OF COMMISSIONERS
OF FAYETTE COUNTY

(SEAL)



ATTEST:

By:

STEVE BROWN, Chairman

Floyd Jones, County Clerk

MAYOR AND COUNCIL FOR THE
TOWN OF BROOKS

(SEAL)

By:

DANIEL C. LANGFORD, JR., Mayor

ATTEST:

Kimberly A. Morris, Town Clerk

STATE OF GEORGIA

COUNTY OF FAYETTE

BILLING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 19th day of June, 2014, by and between **FAYETTE COUNTY**, a political subdivision of the State of Georgia acting by and through its Board of Commissioners, hereinafter referred to as the "County", and the **TOWN OF TYRONE**, a municipal corporation of the State of Georgia acting by and through its Mayor and Council, hereinafter referred to as the "Town", for the purpose of the County providing billing services for the Town, hereinafter referred to as the "Agreement".

WITNESSETH:

WHEREAS, the County and the Town are parties to an existing billing services agreement entered into on or about February 28, 2002 (the "Prior Agreement"); and

WHEREAS, the County and the Town desire to replace the Prior Agreement with this Agreement primarily to increase the billing cost per customer as recited in the Prior Agreement from \$1.00 per customer to \$1.62 per customer; and

WHEREAS, the County and the Town desire to incorporate all other rights and responsibilities provided in the Prior Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged by the County and the Town, the County and the Town hereby agree as follows:

1.

The Town has previously provided the County a complete list of all active sewer customers of the Town. The Town will supplement the list on a monthly basis with any

additions or deletions. The Town is responsible for the accuracy of the billing list. The Town will provide the County with the Town's current sewer billing rates to be applied to the monthly water usage by the Town's sewer customers.

2.

The County will supply the Town with monthly reports concerning the Town's sewer customers. The monthly reports will include: the sewerage accounts receivable; the monthly sewerage adjustments; the monthly list of sewerage bad debts; the activity summary; the billing register; and the monthly remittance summary. The County will provide, when possible, additional reports requested by the Town at a cost agreed upon between the County and the Town.

3.

The County shall bill the Town's sewer customers identified by the Town's list of sewer customers monthly based upon the Town-supplied sewer rates applied to the water usage. The County will collect the funds due the Town, including any additional service charges due the Town, and will remit those funds to the Town, less the County's charge for the billing services as provided in paragraph 5 of this Agreement, by the 20th of the following month.

4.

The Town will notify the County of any adjustment made to an account in writing. When an account becomes 180 days past due, the account will be dropped from the County's billing list and referred to the Town for billing and collection of the account by the Town.

5.

The County will provide the monthly billing services and reports identified in paragraph 2 above, at the rate of \$1.62 per month per customer billed. Any equipment or computer

program changes required to service the Town's sewer customers shall be paid by the Town, after first being approved by the Town. Both parties agree that these rates are subject to change from time to time as determined by the Fayette County Board of Commissioners and approved by the Town.

6.

This Agreement shall continue in effect for three (3) years from the date first above written. Should either party desire to terminate this Agreement, written notice must be provided to the other party. A notice of termination will not be effective until 180 days subsequent to receipt of the notice by the other party. This Agreement shall automatically renew for an additional three (3)-year term unless either party provides the requisite 180-day notice of termination. The parties desire that this Agreement continually renew for additional three (3)-year terms unless and until one of the parties desires to terminate and provides the requisite 180 days notice of termination.

7.

This Agreement supersedes any and all other documents, including, but not limited to, the Prior Agreement, either oral or in writing, between the parties with respect to this subject matter. No other agreement, statement, or promise relating to the subject matter of this Agreement shall be valid or binding unless in writing and signed by the parties.

8.

The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties under this Agreement, shall be governed by the laws of the State of Georgia.

Should a court of competent jurisdiction determine that any term, provision, or part of this Agreement is invalid, unenforceable, or void for any reason whatsoever, then such invalid, unenforceable, or void term, provision, or part shall be severed from the remainder of this Agreement.

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

BOARD OF COMMISSIONERS
OF FAYETTE COUNTY

(SEAL)



By:

STEVE BROWN, Chairman

ATTEST:

Floyd Jones, County Clerk

MAYOR AND COUNCIL FOR THE
TOWN OF TYRONE

(SEAL)

By:

ERIC DIAL, Mayor

ATTEST:

Dee Baker, Town Clerk



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:FAYETTE COUNTY

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

The Land Use plans of Fayette County, Peachtree City, Fayetteville and Tyrone 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:
 Describe "Other" Measures Here

NOTE:

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

3. What policies, procedures and/or processes have been established by local governments (and water and sewer authorities) to ensure that new extraterritorial water and sewer service will be consistent with all applicable land use plans and ordinances? Water agreements among Fayette County, Fayetteville and Brooks define the water service areas. Peachtree City Water and Sewerage Authority must have City Council approval to extend services outside city limits.

4. Person completing form: **Steve Rapson, County Administrator**

Phone number: **770-305-5100** Date completed: 12/1/2017

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

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

TYPE CONTACT NAME, TITLE & PHONE HERE



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: FAYETTE COUNTY

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

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

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
FAYETTE CO BOARD OF COMMISSIONERS	Chairman	Eric Maxwell		2/23/18
FAYETTE CO BOARD OF EDUCATION	Chairman	Barry Marchman		2/22/2018
FAYETTEVILLE	Mayor	^{EDWARD} Ed Johnson		2/26/18
PEACHTREE CITY	Mayor	^{Fleisch} Vanessa Fleisch		2/24/18
TOWN OF BROOKS	Mayor	Dan Langford		1-19-18
TOWN OF TYRONE	Mayor	Eric Dial		2/22/18
TOWN OF WOOLSEY	Mayor	Gary Laggis		1/31/18